



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

MARCH 2, 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. Glenn Rice of Port Orange Church of Christ
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 16, 2021 - Regular City Council Meeting
 - b. February 23, 2021 - City Council Workshop
7. Bid Awards and Contract Items
 - a. Approval of Task Authorization No. 4 with Insituform Technologies, LLC for Sanitary Sewer Lining in Brandy Hills Phase 4
 - b. Intent to Award ITB-21-01 to Trinova, Inc for Water Reclamation Facility Chlorine Skid with mixer
 - c. Approval of Amendment No. 1 to Contract No. CA6897 with Verdego, LLC (ITB 19-18)
 - d. Approval of Amendment #1 to the YMCA/Brooks Rehab Sublease
8. Approval to Submit Grant Application for the Fiscal Year 2020 Federal Emergency Management Agency Staffing for Adequate Fire and Emergency Response Grant Program
9. Approval of Cypress Head Traffic Enforcement Agreement (TEA) Form

10. Approval of an FPL Easement at Virginia/Monroe Stormwater Improvement Site

11. Approval of Major Special Event Request – First Turn Bike Week Event at 5164, 5204, and 5236 South Ridgewood Avenue

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

D. COUNCIL COMMENTS

12. Comments/Concerns from Council Members

E. SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

13. YMCA Report

F. PUBLIC HEARING

14. Second Reading - Ordinance No. 2021-1 - Small-Scale Comprehensive Plan Future Land Use Map Amendment/5100, 5120, and 5128 Riverside Drive (Case No. 20-20000004)

15. Second Reading – Ordinance No. 2021-2 – PCD Rezoning and 6th Amendment to the Clark Professional Center and Wedding Chapel Planned Commercial Development Master Development Agreement and Conceptual Development Plan/5100, 5120, and 5128 Riverside Dr. (Case No. 20-65000001)

16. Second Reading - Ordinance No. 2021-6 - LDC Amendment/Chapters 2, Section 2 and Chapter 8, Article III, Section 9 (Case No. 21-25000001)

17. Second Reading - Ordinance No. 2021-7 - First Amendment to the Sunset Cove PUD Master Development Agreement (Case No. 20-40000006)

G. REGULAR AGENDA

18. Sign Code Update

19. Approval of contract with Waste Pro for RFP 21-01 Solid Waste Services

H. ADDITIONAL ITEMS

20. City Attorney

21. Interim City Manager

I. COUNCIL COMMITTEE REPORTS

22. City Council Committee Reports

a. River to Sea TPO

b. General Employees' Pension Board

c. Police Pension Board

J. ADJOURNMENT

NOTICES – PURSUANT TO SECTION 286.0105 OF THE FLORIDA STATUTES, IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE CITY COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT THIS PUBLIC MEETING OR HEARING, SUCH PERSON WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT, FOR SUCH PURPOSE, SUCH PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THE CITY DOES NOT PREPARE OR PROVIDE SUCH A RECORD.



FOR SPECIAL ACCOMMODATIONS, PLEASE NOTIFY THE CITY CLERK'S OFFICE (PHONE: 386-506-5563) AS FAR IN ADVANCE AS POSSIBLE, BUT PREFERABLY WITHIN 2 WORKING DAYS OF YOUR RECEIPT OF THIS NOTICE OR 5 DAYS PRIOR TO THE MEETING OR HEARING DATE.



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

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA), IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS AN ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT THE CITY CLERK FOR THE CITY OF PORT ORANGE, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129, TELEPHONE NUMBER 386-506-5563, CITYCLERK@PORT-ORANGE.ORG, AS FAR IN ADVANCE AS POSSIBLE, BUT PREFERABLY WITHIN 2 WORKING DAYS OF YOUR RECEIPT OF THIS NOTICE OR 5 DAYS PRIOR TO THE MEETING OR HEARING DATE. IF YOU ARE HEARING OR VOICE IMPAIRED, CONTACT THE RELAY OPERATOR AT 7-1-1 or 1-800-955-8771.

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

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

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
FEBRUARY 16, 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 Rev. Rebecca T. Hyvonen of Cross Creek Community Church

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

CONSENT AGENDA

4. Public Comments on Consent Agenda Items Only

Robert Reinhausen, citizen, spoke regarding his concerns and questions he has on Item #7(f).

5. Agenda Approval

Council did not request any changes to the agenda.

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

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 to 51 Site Services, Inc. for Ridgewood Ave and Farmbrook Rd Watermain Improvements
- b. Approval of Change Order No. 1 to the Standard Contract for Services CA7258 with Gregori 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

Motion to pull Item Nos. 7(d) and 14 was made by Council Member Chase Tramont and Seconded by Council Member Jonathan Foley. Motion carried unanimously by voice vote.

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

Item #7(d) – Approval and Ratification of the International Union of Police Association (IUPA) 2021-2023 Collective Bargaining Agreement

Mayor Don Burnette thanked Staff and the union representatives for their work on the contract.

Motion to approve Item #7(d) was made by Council Member Scott Stiltner and

Seconded by Vice Mayor Drew Bastian.
Motion carried unanimously by voice
vote.

Item #14 - Approval of Major Special Event Request for Lowes Spring Landscaping
Sale/1751 Dunlawton Ave.

Council Member Scott Stiltner thanked Lowes for their partnership.

Motion to approve was made by Vice
Mayor Drew Bastian and Seconded by
Council Member Scott Stiltner. Motion
carried unanimously by voice vote.

Council recessed at 6:40 p.m. to hold the annual meetings of the Corporations, minutes
of which are under separate cover.

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

Council reconvened at 6:47 p.m.

CITIZEN PARTICIPATION (Non-Agenda – 20 minutes)

There were none.

COUNCIL COMMENTS

18. Comments/Concerns from Council Members

Council Member Scott Stiltner asked for a workshop in or around March for discussion
on the Riverwalk vision before the new City Manager is hired.

Mayor Don Burnette asked Jamie Miller, Interim City Manager, to provide an update on
the Panhandling Ordinance. Mrs. Miller provided same. Mayor Don Burnette thanked
Staff for their work. He asked for an update on the annual audit. Mrs. Miller advised late
March is the current timeframe.

SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

19. Award ceremony presentation by the Police Department

Police Chief Thomas Grimaldi presented awards to members of the Police Department.

BOARD APPOINTMENTS, INTERVIEWS, REPORTS

20. Citizen Advisory Committee for TPO

Bobby Ball, member of the CAC, provided an update.

21. Golf Advisory Board Report

Lance Green, Chairman, provided an update from their recent meeting.

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)

Mayor Don Burnette read Ordinance No. 2021-3.

ORDINANCE NO. 2021-3

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, REZONING PROPERTY CONSISTING OF APPROXIMATELY +1.1 ACRES FROM R8SF SINGLE-FAMILY RESIDENTIAL TO GOVERNMENT/PUBLIC USE (GPU); AUTHORIZING REVISION OF THE OFFICIAL ZONING ATLAS; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Ordinance No. 2021-3 was made by Vice Mayor Drew Bastian and Seconded by Council Member Chase Tramont. Motion carried unanimously by roll call vote.

23. Second Reading - Ordinance No. 2021-4 - Residency Requirements for Administrative Officials

Mayor Don Burnette read Ordinance No. 2021-4.

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.

Motion to adopt Ordinance No. 2021-4
was made by Vice Mayor Drew Bastian
and Seconded by Council Member Scott
Stiltner.

Council discussed the 15-mile radius and pros and cons to knowing there are potential
waivers that will result in the passing of the ordinance.

Motion carried 3-2 by roll call vote with
Council Member Chase Tramont and
Vice Mayor Drew Bastian voting no.

24. First Reading - Ordinance No. 2021-6 - LDC Amendment/Chapters 2, Section
2 and Chapter 8, Article III, Section 9 (Case No. 21-25000001)

Mayor Don Burnette read Ordinance No. 2021-6.

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.

Motion to adopt Ordinance No. 2021-6
was made by Vice Mayor Drew Bastian
and Seconded by Council Member Scott
Stiltner.

Margaret Tomlinson, Construction and Engineering Supervisor, provided details of the
amendment.

Motion carried unanimously by roll call
vote.

25. First Reading - Ordinance No. 2021-7 - First Amendment to the Sunset Cove
PUD Master Development Agreement (Case No. 20-40000006)

Mayor Don Burnette read Ordinance No. 2021-7.

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.

Motion to adopt Ordinance No. 2021-7 was made by Vice Mayor Drew Bastian and Seconded by Council Member Chase Tramont.

Penelope Cruz, Planning Manager, provided details of the amendment being requested.

Motion carried unanimously by roll call vote.

REGULAR AGENDA

26. Award of RFP #21-01 for Solid Waste Collection and Disposal Services

Motion to approve RFP #21-01 as presented was made by Vice Mayor Drew Bastian and Seconded by Council Member Scott Stiltner.

Lynn Stevens, Public Works/Utilities Director, provided details of the bid and the expiration of the current 10-year contract. She requested authorization to allow the Committee to negotiate regarding the structure of the commercial containers. There will be no change in the price after the negotiation. Alternates will be discussed at the Council Workshop on February 23, 2021. The Contract award will be brought before Council for consideration on March 2, 2021. Mrs. Stevens answered questions from Council.

Motion carried unanimously by roll call vote.

27. First Step Shelter update

Chief Grimaldi provided information concerning the 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.

Council Member Chase Tramont asked Council to discuss the financial requirement to the shelter for FY21 at a future meeting.

28. Authorization to submit the proposed project list for the River to Sea TPO
2021 Transportation Improvement Program Priority List

Motion to approve as presented was
made by Vice Mayor Drew Bastian and
Seconded by Council Member Scott
Stiltner.

Ms. Tomlinson provided details of the items on the project list and asked Council for approval.

Mr. Reinhagen addressed the sidewalk project in Willow Run. He'd rather see the project include the north side of the road rather than the south.

Council Member Chase Tramont agreed that the sidewalk on the north side needs maintenance.

Motion carried unanimously by roll call
vote.

29. Rules of Procedure ("Local Rules")

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

ADDITIONAL ITEMS

30. City Attorney

There was nothing further.

31. Interim City Manager

There was nothing further.

COUNCIL COMMITTEE REPORTS

32. City Council Committee Reports

a. Fire Pension Board - Council Member Jonathan Foley provided details from their recent meeting.

b. Port Orange/South Daytona Chamber of Commerce - Mayor Don Burnette provided details from their recent meeting.

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c. Roundtable of Elected Officials - Mayor Don Burnette provided details from their recent meeting.

ADJOURNMENT – 8:11 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, MMC
City Clerk

CITY COUNCIL WORKSHOP MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
FEBRUARY 23, 2021

THE CITY COUNCIL WORKSHOP 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
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Also Present:	Interim City Manager Jamie Miller City Attorney Matthew Jones City Clerk Robin Fenwick
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DISCUSSION ITEMS

4. Discussion of Residential Solid Waste Collection

Lynn Stevens, Public Utilities/Works Director, provided background information on the bid documents, the current level of service, and options moving forward, as well as answered questions from Council. She asked Council to provide direction on the level of service they would like to see moving forward. Council supported remaining at the current level of service with residents providing their own containers.

5. City Hall Tunnel Repair Options

Mrs. Stevens provided background on the City Hall tunnel and the repairs needed and answered questions from Council. The life span of the tunnel is 50 years and the structure is sound; however, the panels need to be replaced. She recommended Option #1 and asked for Council's direction on repairing/replacing the tunnel. Council agreed with Option #1 and asked for "Welcome to City Hall" on the tunnel that possibly lights up. Council Member Scott Stiltner asked for a "brick program" on the walkway in the tunnel. Mrs. Stevens will gather information on the options discussed and will prepare specifications for bidding around August 2021 with award in approximately December 2021 and completion in approximately August 2022.

6. Strategic Plan Implementation Update

Susan Lovallo, Interim Assistant City Manager, provided an update as to the progress of the Strategic Plan Implemented in 2017 and provided items that Staff recommends deleting from the original plan. Council agreed with the removal of key elements as recommended by Staff including the following:

- Push recruitment for public safety educator to focus on hiring Police officers. Review reclass for part time fire Public Educator to full time
- Delete Parks and Recreation Master Plan and include with Comprehensive Plan update
- Delete historic preservation plan and continue with current policy of cataloging any inventory before renovations or removal of inventory
- Delete fiber hubs, private sector can provide at a much cheaper rate and more bandwidth
- Delete incubator opportunities and push to private developers to create space and city to promote

Council wants to see Port Orange University remain in the coming years and to continue to get stronger and stronger.

ADJOURNMENT - 7:34 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, MMC
City Clerk



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 3/2/2021

Consent item: Yes

SUBJECT: (B7a) Approval of Task Authorization No. 4 with Insituform Technologies, LLC for Sanitary Sewer Lining in Brandy Hills Phase 4

DEPARTMENT: Public Utilities

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Authorization No 4 under Piggyback Agreement CA6601 with Insituform Technologies LLC for Sanitary Sewer Lining in Brandy Hills Phase 4 in the amount not to exceed \$701,354.80.

SUMMARY: The Public Works & Utilities Department requests Council to approve Authorization No 4 under Piggyback Agreement CA6601 with Insituform Technologies LLC for Sanitary Sewer Lining Brandy Hills Phase 4 in the amount not to exceed \$701,354.80.

On August 7, 2018, the City entered into Piggyback Agreement CA6601 under St. Johns County Master Contract #18-MCC-INS-08953 with Insituform Technologies, LLC for Sanitary Sewer Lining. The agreement has the fiscal year spending authorization of \$750,000. The initial term of the agreement was August 7, 2018 and continued until January 23, 2021 with one (1) two-year renewal option. Both parties agreed to renewal as of January 21, 2021. The final term of the Piggyback Agreement is January 24, 2021 through January 23, 2023. All task authorizations are required to carry a 100% Combination Payment and Performance Bond in accordance with Florida Statutes Section 255.05.

Task Authorization No 3 was executed on June 26, 2020 and work is to be completed July 20, 2021.

Task Authorization No 4 is to be issued for sewer lining services in Brandy Hills - Phase 4 in the amount not to exceed \$701,354.80.

There is sufficient funding in FY2020 project carryover, \$1,253,028 and the current FY2021 remaining amount of \$366,043. This provides a total Project URH001 budget amount of \$1,619,071.

Project Funding Account No.: Fund: 401 - Water and Sewer System, Cost Center:
No.: UR Water and Sewer, Program: Waste Sewer Distribution, Spend Category:
H001 Sewer - Capital, Additional Work Tag: URH001

Presenter: Lynn Stevens

ATTACHMENTS:

1.	Task Authorization No 4 - Insituform Tech LLC	Task Authorization No 4 - Insituform Tech LLC .pdf
2.	TA No 4 Payment and Performance Bond	TA No 4 Payment and Performance Bond.pdf
3.	Dept Justification Memo - Insituform Task 4	Dept Justification Memo - Insituform Task 4.docx
4.	Copy of LSS - Brandy Hills - Port Orange TO#4	Copy of LSS - Brandy Hills - Port Orange TO#4.xlsx
5.	Proposal - City of Port Orange - TO#4	Proposal - City of Port Orange - TO#4.pdf
6.	EX FORM B- INSITUFORM Bond	EX FORM B- INSITUFORM Bond.docx
7.	Insituform Tech Piggyback Agreement	Insituform Tech Piggyback Agreement.pdf
8.	EXECUTED Renewal Form 2021 to 2023 Insituform CA6601	EXECUTED Renewal Form 2021 to 2023 Insituform CA6601.pdf
9.	COI to 7 1 2021 Insituform Technologies LLC	COI to 7 1 2021 Insituform Technologies LLC.pdf
10.	URH001 Funding Information	URH001 Combined Carryover.xlsx

Julia Wiggins	Created/Initiated - 1/27/2021
Richard Colby	Approved - 1/27/2021
Junos Reed	Approved - 1/27/2021
Steve Parnell	Approved - 1/27/2021
Lynn Stevens	Approved - 1/28/2021
Kynah Cockcroft	Approved - 1/28/2021
Lupe Reyna-Coffin	Approved - 2/8/2021
Scott Neils	Approved - 2/8/2021
Matthew Jones	Approved - 2/17/2021
Jamie Miller	Approved - 2/17/2021
Robin Fenwick	Final Approval - 2/17/2021

TASK AUTHORIZATION NO. 4
Piggyback Agreement dated August 7, 2018
Between the City of Port Orange, Florida and Insituform Technologies, LLC

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **INSITUFORM TECHNOLOGIES, LLC**, a Delaware limited liability company registered to transact business in Florida, with its principal place of business at 17988 Edison Avenue, Chesterfield, MO 63005 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Piggyback Agreement dated as referenced above, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. The Public Works & Utilities Director, Lynn Stevens, shall perform contract administration for this Task Authorization No 4 and can be reached at (386) 506-5750.
3. In addition to all other terms and conditions contained in the Contract, Contractor shall provide Sanitary Sewer Lining Phase 4 – Brandy Hills, as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "A."
4. Contractor shall complete the services to be provided herein within 365 days of the date of written Notice to Proceed by the City to the Contractor.
5. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "A" attached hereto and made a part hereof for all purposes, subject to a limit not to exceed \$701,354.80. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.
6. Contractor shall provide a 100% Combination Payment and Performance Bond in accordance with Florida Statutes Section 255.05, including the Front Page and Certificate for Filing in Public Records, in a form substantially similar to the forms attached hereto as Task Authorization Exhibit "B," and acceptable to the Port Orange City Attorney, and recorded with the Clerk of Volusia County at Contractor's expense. A separate bond shall be provided from the Surety which identifies and covers the scope of work for the project stated in this Task Authorization along with all other provisions of this Task Authorization with the penal sum of such bond being not less than the contract sum described in this Task Authorization. If any surety bond furnished in connection with this Task Authorization becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Task Authorization No. 4.
7. This Task Authorization may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Task Authorization.

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

Witnesses:

INSITUFORM TECHNOLOGIES, LLC

Printed Name: _____

By: _____

Diane Partridge, Contracting and Attesting Officer

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: _____

Witnesses:

CITY OF PORT ORANGE

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

Printed Name: _____ Date: _____

Witnesses: ATTEST:

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

Printed Name: _____ Date: _____

TASK AUTHORIZATION NO 4

EXHIBIT "A"

INSITUFORM TECHNOLOGIES LLC

PHASE 4
BRANDY HILLS SUBDIVISION



6966 Business Park Blvd.
Jacksonville, FL 32256
www.insituform.com

Dave Raymond
Business Development Manager

Phone: (904)465-3267
Fax: (904)292-3198
Email: draymond@aegion.com

1-27-21

Richard Colby
City of Port Orange
817 Oak Street
Port Orange, FL 32127
rcolby@port-orange.org

**Re: Cost Proposal – City of Port Orange - FY2021
Task Authorization #4 – Phase 4 – Brandy Hills**

Dick,

Insituform Technologies, LLC, ("ITLLC") is pleased to provide the following proposal to the **City of Port Orange**, hereinafter referred to as "Customer", for the scope of work detailed below for the above-referenced Project. This proposal is based off the St. Johns County RFP No. 18-22, Utility Rehabilitation/Construction Services Contract.

PROPOSAL PRICING

ITLLC proposes the following pricing for the scope of services described herein:

Bid Item per Docs	Description	Measure	Quantity	Bid Price	Total
A(a)1	Light Cleaning 4" Diameter	LF	500	\$1.10	\$550.00
A(a)3	Light Cleaning 8" Diameter	LF	4,589	\$1.60	\$7,342.40
A(a)4	Light Cleaning 10" Diameter	LF	2,223	\$1.60	\$3,556.80
A(a)5	Light Cleaning 12" Diameter	LF	466	\$2.40	\$1,118.40
A(c)1	Root Removal 4" Diameter	LF	500	\$5.30	\$2,650.00
A(d)1	CCTV Inspection – Lateral	EA	99	\$291.00	\$28,809.00

	Inspection 0' to 40'				
A(d)2	CCTV Inspection – Additional Lateral Inspection >40'	LF	100	\$5.30	\$530.00
A(e)2	CCTV Pipe Inspection 8" Diameter	LF	4,589	\$1.10	\$5,047.90
A(e)3	CCTV Pipe Inspection 10" Diameter	LF	2,223	\$1.10	\$2,445.30
A(e)4	CCTV Pipe Inspection 12" Diameter	LF	466	\$1.10	\$512.60
B1(b)1	CIPP Lining 8" Diameter 6.0 mm thickness	LF	4,589	\$25.35	\$116,331.15
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B3(a)1	Lateral CIPP Lining Top Hat w/Full Wrap 4" Lateral Connection	EA	99	\$1,960.00	\$194,040.00
B3(b)	Lateral CIPP Lining – Lateral Lining 0 – 40'	EA	99	\$1,800.00	\$178,200.00
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B3(d)	Lateral Cutout & Polish	EA	156	\$162.00	\$25,272.00
C(c)	Traffic Control – MOT Index 601 or 601 (per week)	WK	12	\$1,590.00	\$19,080.00

D(a)	Regular Mobilization	EA	1	\$3,700.00	\$3,700.00
E(a)	Contract Performance and Payment Bond			1.5%	\$10,364.85
	TOTAL				\$701,354.80

INSITUFORM SCOPE OF WORK / RESPONSIBILITIES

ITLLC will provide the following:

1. Mobilization and demobilization of personnel, equipment, and materials to and from the Project site. The price presented is based upon one (1) instance of mobilization and demobilization.
2. Install **polyester** resin impregnated CIPP liner in accordance with ASTM F1216 or F1743 using either water or air/pull-in/steam, at the discretion of ITLLC. We have not included any costs associated with the disposal of inversion water.
3. Internal reinstatement of all service connections as directed by the Customer or their representative.
4. CCTV inspection of the pipe before and after the lining is complete.
5. Standard ITLLC one-year warranty from date of installation, excluding any required warranty TV inspection and/or testing.
6. Standard insurance coverage with the following limits:
General Liability: \$2,000,000 per occurrence/\$4,000,000 aggregate
Auto: \$2,000,000 Combined Single Limit
Workers Compensation: Statutory with \$1,000,000 Employer's Liability
~~The above insurance shall not include Primary and Non-Contributory Coverage and ITLLC shall not provide a Waiver of Subrogation endorsement---~~

NOTE: Modifications to the Scope of Work/Responsibilities of ITLLC may result in a change in price and/or duration.

ASSUMPTIONS AND QUALIFICATIONS

ITLLC's Proposal Pricing is based upon the following assumptions and clarifications:

1. ITLLC assumes the work will be completed during dry weather conditions.
2. Quantities are estimated. Customer shall be invoiced for actual quantities at the above unit prices.
3. ITLLC is an open-shop company and shall not be subject to any union requirements or agreements and will not enter into any Project Labor Agreement or any such similar agreement for this Project. Where required by the Contract Documents, ITLLC will pay the Prevailing Wages then in effect for the Project and will submit Certified Payroll Reports in a timely manner.

EXCLUSIONS:

The following items are excluded from ITLLC's above Pricing and Scope of Services / Responsibilities stated in this Proposal. These items, if necessary, applicable or otherwise required, shall be furnished by Customer, at Customer's direction and at no cost to ITLLC or may, upon mutual agreement in writing between ITLLC and Customer, be provided by ITLLC at an additional cost:

1. ~~Permits, licenses and construction easements.~~
2. Manual operation of any pumping and/or metering stations.
3. Environmental/erosion controls (i.e., hay bales, silt fence etc.) that may be required adjacent to manholes, access points and/or water supply hose.
4. Access to and use of fire hydrants and/or sufficient water supply (within 500 ft. of the installation site) to complete flushing and CIPP installation.
5. Burial and/or ramping of discharge or bypass hose/pipe.
6. External service reconnections.
7. Traffic control, including without limitation, police details, flagmen and special traffic control setups.
8. Obstruction removal (calcium, concrete, mineral deposits, roots, etc.) and/or protruding tap removal.
9. Point repairs.
10. Bypassing of services or laterals.
11. Repair of pipe damaged during any industry standard high-pressure jet cleaning operations, preparation or lining and any subsequent cleaning necessary to remove debris that has fallen into the pipe as a result of any such collapse or repair.
12. Directives setting forth which service connections must be reinstated prior to final CCTV inspection.
13. Locations of and access (of ITLLC equipment and/or personnel) to all manholes associated with the project and as required by ITLLC's work plan.
14. Equivalent pipe diameter access from the invert to the street level. This may include removal of the frame, cover and/or cone section of the liner installation manhole(s) such that the opening at the street level is no less than equivalent to the pipe diameter.
15. ~~Payment and Performance bonds. If payment and performance bonds are required, add 2.5% to the total Project cost.~~
16. Removal and disposal of any hazardous or toxic materials encountered during the Project.
17. ~~Holiday work, rush delivery or adverse weather work (as defined by ITLLC).~~
18. Complete independent testing of liner samples from each installation. Will be provided if required per specifications.
19. Certified Professional Engineer stamped designs. Will be provided if required in specifications.
20. State and local sales and/or use taxes.
21. Additional premiums for special insurance coverage(s) specific to this project.

GENERAL TERMS AND CONDITIONS:

~~ITLLC's Proposal is conditioned and shall adhere to the General Terms and Conditions written in the St. Johns County RFP No. 18-22, Utility Rehabilitation/Construction Services Contract.~~

~~The information contained in this letter is proprietary to Insituform Technologies, LLC and shall be retained by the recipient in confidence and shall not be published or otherwise disclosed to third parties without the express written consent of Insituform Technologies, LLC. The foregoing shall not preclude the use of any data which (i) was in its possession without restriction as to use prior to receipt as proprietary of the same or similar data from Insituform Technologies, LLC; (ii) is or becomes available from a public source on or after such receipt from Insituform Technologies, LLC; or (iii) is obtained by the recipient from a third party not under obligation of confidentiality or other restriction with respect to use.~~

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: Insituform Technologies, LLC
Principal Business Address: 17988 Edison Avenue
Chesterfield, MO 63005
Contact Person: Diane Partridge, Contracting and Attesting Officer
Phone Number: (636) 530-8000

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: \$701,354.80

City Case/Project No. URH001

Description of Work: Sanitary sewer lining – Task Authorization No. 4, Phase 4, Brandy Hills Subdivision

Project Location: Various locations within Brandy Hills Subdivision, Port Orange, Volusia County, Florida

Legal Description: Various locations within Brandy Hills Subdivisions, Port Orange, Volusia County, Florida

Front Page

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

Insituform Technologies, LLC
URH001 Sanitary Sewer Lining – Task Authorization No. 4, Phase 4, Brandy Hills Subdivision

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, **Insituform Technologies, LLC** 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 **SEVEN HUNDRED ONE THOUSAND THREE HUNDRED FIFTY-FOUR AND 80/100 DOLLARS (\$701,354.80)**, 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 Piggyback Agreement having an effective date of **August 7, 2018**, entered into by and between the Principal and the City, for sanitary sewer lining, 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:

Insituform Technologies, LLC
(Principal)

(As to Corporate Principal) Secretary

By: _____
Diane Partridge, Contracting and Attesting Officer
Specialist

(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 & Utilities Department

TO: Jamie Miller, Interim City Manager

THRU: Lynn Stevens, Public Works & Utilities Director
Junos Reed, Engineering & Construction Manager
Julia Wiggins, Public Works & Utilities Budget Manager

FROM: Richard A Colby, Project Manager

DATE: January 26, 2021

SUBJECT: Insituform Technologies LLC – Piggyback Agreement for Sanitary Sewer Lining Task Authorization #4

REQUEST:

The Public Works & Utilities Department requests Council to approve Authorization No 4 under Piggyback Agreement CA6601 with Insituform Technologies LLC for Sanitary Sewer Lining in Brandy Hills Phase 4 in the amount not to exceed \$701,354.80.

PURPOSE:

The purpose of this request is to maintain the City's infrastructure maintenance programs in order to extend the full life of capital investments.

CONSIDERATION:

Inflow and infiltration (I&I) are terms used to describe ways that groundwater and stormwater enter a sanitary sewer system. Inflow occurs when stormwater enters through a direct connection with the sewer system. Often it is due to a failure at the connection between the city system and the customers piping. This connection is called the "lateral" and is much smaller than the main sewer pipeline.

Infiltration refers to groundwater which seeps into the city sewer system through cracks in the pipes and manholes. As infrastructure ages and the ground shifts (due to rain, vibrations, construction activities, etc.), the underground pipes move. This movement can cause cracks or separation of joints in sewer piping and cracks in the manholes. These cracks allow groundwater into the sewer systems. There are 6680 manholes and approximately 354 miles of collection piping located in the Port Orange system.

This extra water due to I&I leads to higher operating costs at the wastewater treatment plant. During the rainy season, the wastewater plant flows will increase over 3 million

gallons per day over normal flow rates due to I&I. I&I increases lift station energy costs and an increased potential of a sanitary sewer overflows due to the increased volume of water in the system. The first step in reducing I&I is conducting a thorough review of the collection system and identifying the major I&I areas.

In 2015, an I&I study was conducted by Wade Trim to identify major I&I areas in the sewer collection systems. The study included evaluation of the sewer laterals, mains, and manholes where rain and ground water was entering into the system. Repairs include either complete pipe replacement, spot repairs, or “lining” the existing system with a special “cured in place” lining. The cured in place system consists of taking the system out of service, thoroughly cleaning the pipeline, then inserting a polyester or fiberglass liner that is attached to the interior of the pipeline using a special resin that cures the liner to the pipeline. Once the system is cured, it becomes part of the pipe. Advantages to the cured in place process is that no excavation or disturbance to the customers occur. This process has been successfully used in sewer collection systems for over 40 years and has been used previously in the City of Port Orange system.

On November 16, 2017, St. Johns County received 12 sealed bids for Utility Rehabilitation Construction Services under RFP No: 18-22. This service included cured in place lining. On January 24, 2018, St. Johns County awarded the bid to Insituform Technologies LLC.

The Public Utilities Department evaluated this and other existing competitive bid contracts from around the state. The St. Johns County Contract is the most cost effective and the best product for the City’s (I&I) program.

Each year the City spends approximately \$750,000 to rehabilitate sewer lines identified in the 2015. This request is for the fourth project. Task authorization #4 is for \$701,354.80 will provide for lining service of some pipelines into the regional lift station area as identified in the 2015 I&I study. These areas are geographically located Brandy Hills area. This has been an ongoing repair program (R&R) and is budgeted in Project URH001 Sewer System Rehab.

FUNDING:

There are sufficient funds for this ongoing project:

Sewer System Rehab Fund:

Project #: URH001

Fund – 401 Water & Sewer System

Cost Center – Water & Sewer

Program – Water / Sewer Distribution

Spend Category – Sewage Capital

Additional Work Tag: Project: URH001

FY21 Available Budget: \$366,043

FY20 Carry Over Prj Funds: \$1,253,028

Total Project Available: \$1,619,071.00

Amt Required for this Phase \$701,354.80

RECOMMENDATION:

The Public Works & Utilities Department recommends Council approve Authorization No 4 under Piggyback Agreement CA6601 with Insituform Technologies LLC for Sanitary Sewer Lining in Brandy Hills Phase 4 in the amount not to exceed \$701,354.80.

ANTICIPATED SCHEDULE:

- a.) Council Approval: March 2, 2021
- b.) Executed Task Authorization No 4: March 2, 2021
- c.) Executed Bond Document Requirement: March 22, 2021
- d.) Purchase Order Issuance: March 29, 2021
- e.) Task to be completed 365 days from NTP

ATTACHMENTS:

- a.) Draft Task Authorization No 4 Documents
- b.) Insituform Quote
- c.) Funding Documentation
- d.) Executed Piggyback Agreement and Renewal
- e.) Certificate of Insurance

Insituform Technologies, Inc.															LINE SEGMENT SHEET											
Date: 10/21/2020																										
Job Name: Port Orange FY21 TO#4 CIPP Project															Installed Lines		Not Counting Lateral Rehab for these services					Approved Subcontractor Invoices				
Job Number:																										
Shot Number	Segment Number	Up MH No.	Down MH No.	LOCATION	DIAMETER		THICKNESS		LENGTH ft plan	LENGTH ft Actual	DEPTH		PIPE Type	TAPS		COMMENTS VIDEO REVIEW	Field Reporting Qty CLEANING			INVERSION			TAPS	Tapes		
					in plan	in field	mm plan	mm field			inv USMH	inv DSMH		# plan	# Actual		TYPE	FEET	DATE	Planned Date	Installed Date	Length	Cut	Number	Date Sent ITI	Client
1	1	73	74	Brandy Hills Dr	8				289		3.4			7												
2	2	75	74	Brandy Hills Dr	8				142		4.6			3												
3	3	74	76	Highlands Dr	8				308		4			5												
3	4	76	77	Highlands Dr	8				312		4.9			7												
4	5	77	78	Tumble Dr	8				400		6.2			7		Footage and Services Estimated - Missing Logs										
5	6	80	79	Glass Ct	8				245		3.9			7												
6	7	79	78	Brandy Hills Dr	8				400		4.5			9		Footage and Services Estimated - Missing Logs										
7	8	78	81	Brandy Hills Dr	8				266		7.2			5												
7	9	81	49	Brandy Hills Dr	8				156		7.3			3												
8	10	72	71	Brandy Hills Dr	10				384		3.8			11		FM enters Upstream MH (72)										
9	11	71	70	Brandy Hills Dr	10				384		3.7			7												
10	12	85	70	Brandy Hills Dr	8				402		4.2			10		PVC for 379' - then pipe changes to VCP - no lateral rehab needed										
11	13	86	69	Gibson Way	8				402		4			10		PVC for 379' - then pipe changes to VCP - no lateral rehab needed										
12	14	87	68	Peppermint Way	8				402		4.3			10		PVC for 379' - then pipe changes to VCP - sectional liner last 5' of line - no lateral rehab needed										
13	15	70	69	Tula Dr	10				264		5			3												
13	16	69	68	Tula Dr	10				264		5.2			3												
14	17	68	67	Tula Dr	10				265					4												
14	18	67	51	Tula Dr	10				262		5.5			4												
15	19	52	51	Brandy Hills Dr	10				400		7.3			10												
16	20	51	50	Brandy Hills Dr	12				249		9.2			4												
16	21	50	49	Brandy Hills Dr	12				217		10.7			4												
17	22	84	83	Lemon Twist Ln	8				285					9												
17	23	83	82	Lemon Twist Ln	8				293		3.9			8												
18	24	82	50	Lemon Twist Ln	8				287		4.3			6												
TOTALS									7278	0.0				156.0	0.0			0.0			0.0	0.0				



6966 Business Park Blvd.
Jacksonville, FL 32256
www.insituform.com

Dave Raymond
Business Development Manager

Phone: (904)465-3267
Fax: (904)292-3198
Email: draymond@aegion.com

1-27-21

Richard Colby
City of Port Orange
817 Oak Street
Port Orange, FL 32127
rcolby@port-orange.org

**Re: Cost Proposal – City of Port Orange - FY2021
Task Authorization #4 – Phase 4 – Brandy Hills**

Dick,

Insituform Technologies, LLC, ("ITLLC") is pleased to provide the following proposal to the **City of Port Orange**, hereinafter referred to as "Customer", for the scope of work detailed below for the above-referenced Project. This proposal is based off the St. Johns County RFP No. 18-22, Utility Rehabilitation/Construction Services Contract.

PROPOSAL PRICING

ITLLC proposes the following pricing for the scope of services described herein:

Bid Item per Docs	Description	Measure	Quantity	Bid Price	Total
A(a)1	Light Cleaning 4" Diameter	LF	500	\$1.10	\$550.00
A(a)3	Light Cleaning 8" Diameter	LF	4,589	\$1.60	\$7,342.40
A(a)4	Light Cleaning 10" Diameter	LF	2,223	\$1.60	\$3,556.80
A(a)5	Light Cleaning 12" Diameter	LF	466	\$2.40	\$1,118.40
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11. Repair of pipe damaged during any industry standard high-pressure jet cleaning operations, preparation or lining and any subsequent cleaning necessary to remove debris that has fallen into the pipe as a result of any such collapse or repair.
12. Directives setting forth which service connections must be reinstated prior to final CCTV inspection.
13. Locations of and access (of ITLLC equipment and/or personnel) to all manholes associated with the project and as required by ITLLC's work plan.
14. Equivalent pipe diameter access from the invert to the street level. This may include removal of the frame, cover and/or cone section of the liner installation manhole(s) such that the opening at the street level is no less than equivalent to the pipe diameter.
15. Payment and Performance bonds. If payment and performance bonds are required, add 2.5% to the total Project cost.
16. Removal and disposal of any hazardous or toxic materials encountered during the Project.
17. Holiday work, rush delivery or adverse weather work (as defined by ITLLC).
18. Complete independent testing of liner samples from each installation. Will be provided if required per specifications.
19. Certified Professional Engineer stamped designs. Will be provided if required in specifications.
20. State and local sales and/or use taxes.
21. Additional premiums for special insurance coverage(s) specific to this project.

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ITLLC's Proposal is conditioned and shall adhere to the General Terms and Conditions written in the St. Johns County RFP No. 18-22, Utility Rehabilitation/Construction Services Contract.

The information contained in this letter is proprietary to Insituform Technologies, LLC. and shall be retained by the recipient in confidence and shall not be published or otherwise disclosed to third parties without the express written consent of Insituform Technologies, LLC. The foregoing shall not preclude the use of any data which (i) was in its possession without restriction as to use prior to receipt as proprietary of the same or similar data from Insituform Technologies, LLC., (ii) is or becomes available from a public source on or after such receipt from Insituform Technologies, LLC. or (iii) is obtained by the recipient from a third party not under obligation of confidentiality or other restriction with respect to use.

TASK AUTHORIZATION NO 4

EXHIBIT "B"

BOND DOCUMENTS

INSITUFORM TECHNOLOGIES LLC

BRANDY HILLS- PHASE 4

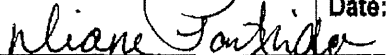


CITY OF PORT ORANGE PIGGYBACK AGREEMENT for Goods and Services

Base Contract:

- ☐ State of Florida
- ☐ Florida Sheriff's Association
- ☐ National Joint Powers Alliance ("NJPA")
- ☐ City/County of Volusia
- ☒ **Other St. Johns County**

Department:	Public Utilities
Base Contract BID/RFP/RFSQ Number:	St. Johns County Master Contract No.: 18-MCC-INS-08953
Alternate Source Contract Number: <i>(Used for State Contracts)</i>	N/A
Contractor Name:	Insituform Technologies, LLC
Contractor's Authorized Dealer:	N/A
Delivery/Installation/Product/Service Location:	Locations within City of Port Orange
Description:	Sanitary Sewer Lining
Contract Initial Term/Term: <i>(check appropriate term and enter dates)</i>	St. Johns County Master Contract No.: 18-MCC-INS-08953 Agreement Effective Date From: January 24, 2018 To: January 23, 2021. Contract may be renewed for up to one (1) additional two (2) year periods, contingent upon satisfactory performance by the Contractor, mutual written agreement by both Parties, and availability of funds. St. Johns County reserves the right to further extend the Contract, as necessary, to complete ongoing projects, or as best serves the needs of the County. COPO: ☒ Effective last date Agreement signed by Parties and shall continue until January 23, 2021
Contract Renewal Term: <i>(No. of Renewals and Term for each renewal)</i>	Contract may be renewed for up to one (1) additional two (2) year periods, contingent upon satisfactory performance by the Contractor, mutual written agreement by both Parties, and availability of funds. In the event of a conflict, the expiration in the Task Authorization shall control.
Authorization of Services: <i>(check one)</i>	☐ Written Purchase Order(s) ☐ Notice to Proceed(s) ☒ Task Authorization(s)
Amount of City Expenditure per Fiscal Year <i>(10/1 to 9/30)</i> or Annually <i>(Contract execution date and term):</i>	☒ Fiscal Year: In amounts not to exceed \$750,000.00 ☐ Annually Click here to enter text.
Payment and Performance Bond <i>(Indicate if required)</i>	☒ Yes ☐ No

Exhibits Attached to Contract (excluding legal Exhibits, if any)	☒ Exhibit "1" Contract History ☒ Exhibit "2" Insurance ☒ Exhibit "3" Task Authorization Example ☒ Exhibit "4" Cost/Quote ☒ Exhibit "5" Bond ☐ Exhibit "6" Subcontractors ☐ Exhibit "7" Other	
Contract Administrator:	Lynn Stevens, Director of Public Works and Public Utilities	
Contractor's Authorized Agent Name Printed ¹ :	Diane Partridge, Contracting and Attesting Officer	
Contractor's Complete Contact Information:	Principal Address: Insituform Technologies, LLC 17988 Edison Avenue Chesterfield, MO 63005	Telephone: (636) 530-8000 E-Mail: dpartridge@aegion.com
Signature: Contractor's Authorized Agent ¹ :	 Date: 8/1/18	
Contractor Notary Acknowledgment Block:		
STATE OF <u>MISSOURI</u> COUNTY OF <u>ST. LOUIS</u>		
The foregoing instrument was acknowledged before me this <u>1st</u> day of <u>August</u> , 2018, by Diane Partridge, as Contracting and Attesting Officer of Insituform Technologies, LLC., a Delaware limited liability company registered to transact business in Florida, and WILSON LAUSE		
[Notary: Please select one] ☒ is personally known to me; or ☐ has produced _____ as identification.	 My Commission Expires December 5, 2021 St. Louis County Commission # 13805615	 Notary Public, State <u>Missouri</u> <i>Printed, typed or stamped name, commission and expiration:</i>
Department Head Signature Acknowledges the following: The base contract referenced above for piggybacking by the City of Port Orange has been verified to be competitively bid with multiple proposals from vendors/contractors within two years from the date of this piggyback agreement, unless waived by the City Manager in writing or at the direction of City Council. The Department Head further acknowledges that the vendor package, all supporting vendor documentation, and the entire base contract, including but not limited to all exhibits, and all terms and conditions is uploaded to the City of Port Orange BoardSync Contract Management for recordation.		
Department Head Name, Title Printed:	Lynn Stevens, Director of Public Works and Public Utilities	
Signature: Department Head	 Date: 8/7/18	
Signature: Donald O. Burnette, Mayor	 Date: 8/7/18	
Attest: Robin L. Fenwick, CMC, City Clerk	 Date: 8/7/18	
¹ If this Agreement is signed by an individual not identified as the Chief Executive Officer of the Contractor 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.		

This Piggyback Agreement ("Agreement") is entered into on the last date the Agreement is signed by the Parties, by and between the CITY OF PORT ORANGE, a Florida municipal whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and Contractor named on the first page of this Agreement (the "Contractor"). The City and Contractor are collectively referred to herein as the "Parties."

For good and valuable consideration, conditions and promises, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The foregoing recitals are true and correct and incorporated herein.
2. The terms of the "Base Contract" with the entity as shown on the first page of this Agreement are incorporated herein by reference.
3. Agreement chronology and City insurance requirements are attached hereto as Exhibit "1" and Exhibit "2."
4. Contractor Obligation. Contractor agrees to honor the terms of the Base Contract, and to provide the City the specified goods, work, or services as more specifically described on the first page of this Agreement, and any Exhibits, attached hereto. Contractor agrees that all pricing shall remain valid for the duration of this Agreement. Contractor shall not deliver goods, work, or services without written Purchase Order(s), and/or Notice to Proceed(s), or Task Authorization(s), as indicated on the first page of this Agreement.
5. Authorization for Services.

(a) This Agreement standing alone does not authorize the purchase of any goods, work, or services, or require the City to place any orders for goods, work, or services. Authorization for the purchase of goods, work, or services shall be in the form of written Purchase Order(s) and/or Notice to Proceed(s), or Task Authorization(s), as indicated on the first page of this Agreement, and signed by an authorized agent of the City. If applicable, a sample Task Authorization will be attached hereto as Exhibit "3." The City reserves the right to contract with other parties for the goods, work, or services contemplated by this Agreement, as determined in the City's sole and absolute discretion. Contractor shall provide and maintain a current vendor application as set forth on www.port-orange.org.

(b) The City objects in advance to the inclusion of any additional terms and conditions proposed by the Contractor in its acceptance or acknowledgement for the purchase of any goods, work, or services. The inclusion of additional terms and conditions, or reference thereto, by the Contractor in the quote shall be of no significance, shall not be binding on the City, and the City's acceptance of the Contractor's goods, work, or services shall not be deemed as acceptance of such terms. The terms and conditions contained in a Supplemental Document, as defined herein after, to this Agreement shall only control if and when a Supplemental Document to this Agreement is signed by the City Manager or Mayor. The terms and conditions contained in a Supplemental Document fully executed by the City Manager or Mayor are incorporated herein by this reference. In the event that a Contractor contracts with the City via a Supplemental Document and there is a conflict between the general terms and conditions set forth herein and the Supplemental Document, the terms and conditions of the Supplemental Document shall control. Supplemental Document shall be defined to include: Invitation to Bid ("ITB"), proposal, quote, and contract. Unless otherwise stated on the face of this Agreement, the terms and conditions as set forth in this Agreement shall apply.

6. Manner and Place: The work or services performed for this Agreement shall be in accordance with Standard Construction Details as required on all City owned facilities and properties (i.e. rights-of-way), as applicable, 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. If the contract is for goods, the Contractor shall cause goods to be delivered to the City in the most expedient, cost effective manner. All items shall be shipped to the City of Port Orange designated

facility identified in each purchase order, FOB – Port Orange. Contractor shall bear the risk of loss for goods delivered under this Contract from the time of shipping to the City until delivered at the destination specified by the City for delivery.

7. Time and Essence. Contractor acknowledges that time is of the essence for this Agreement.

8. City Obligations. In return for the goods, work, or services identified, the City agrees to compensate the Contractor at an amount subject to a limit up to but not to exceed the unit prices and/or amount, as set forth on the first page of this Agreement, and as may be further specified in Exhibit "4," attached hereto. The term "Fiscal Year" shall be defined as that one (1) year period commencing on October 1 and expiring on the following September 30. The City's obligation to pay Contractor under this Agreement is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council, for the then-current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

9. Contract Administration. The Department Head requesting service ("Contract Administrator"), shall perform contract administration of this Agreement unless otherwise delegated in writing. For notice provisions, see Paragraph 34 of this Agreement entitled "Notice." The work shall be reviewed by the authorized Contract Administrator, or designee, who shall have final decision authority for pay requests on all approved phases of the work, including general direction, review, and approval of the work. Neither the Contract Administrator's review, approval or acceptance of, nor payment for, any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Contractor shall be and remain liable to the City for all costs of any kind which were incurred by the City as a result of the Contractor's negligent performance of the services furnished under this Agreement.

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

11. Agreement Bond Documents. When applicable, the following bond forms are an integral part of this Agreement and must be attached hereto as Exhibit "5," completed, signed, witnessed and notarized as indicated and returned with the signed Agreement:

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

All construction Agreements shall require one (1) original Bond in the form approved by the City Attorney. Engineer shall not require duplicate original bond documents in the draft construction documents and Agreement for the City. 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 by the City Attorney's office with the Clerk of Volusia County at Contractors expense.

12. Additional Bond Security. If any surety bond furnished in connection with this Agreement becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Agreement.

13. Subcontractors and Outside Associates and Consultants. Any subcontractors and outside associates or consultants required by the Contractor in connection with the services covered by the Agreement will be limited to such individuals or firms as are specifically identified in Exhibit "6" to this Agreement and a task authorization amendment. Any substitution in such subcontractors, associates, or consultants shall be subject to the prior approval of the Contract Administrator.

14. Termination for Convenience of the City.

(a) The parties agree that the City may terminate this Agreement, 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 Agreement, 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 Agreement not subject to the Notice;
- (iii) terminate all sub-agreements except those made with respect to Agreement 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 Agreement 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 Agreement 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 Agreement 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 Agreement 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 30 of this Agreement concerning disputes.

15. Termination for Convenience for Subcontractors. In accordance with the termination for the convenience of the City provision of this Agreement, the Contractor shall include similar provisions in any sub-agreement, 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.

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

17. Examination of Records.

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

(b) The Contractor further agrees to include in any sub-agreement for more than \$10,000 entered into as a result of this Agreement, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the sub-agreement, 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 sub-agreement, or this Agreement. The term sub-agreement as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

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

18. 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 Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City.

(d) Upon completion of the Agreement, 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 Agreement, 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

19. Termination for Non-Appropriation of Funds.

(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this Agreement is entered into, for the purpose of this Agreement, then the City may terminate this Agreement 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 Agreement was entered into. This provision shall survive any termination of the Agreement.

20. An Agreement 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 herein.

21. Assignability of Contract. This Agreement may not be assigned by the Contractor to any other party without the express written approval of the City Council.

22. Modifications or Changes to this Agreement.

(a) Change Orders. The Contract Administrator, upon written approval as required by the City's finance ordinances and policies, shall without notice to any sureties, have the authority to order changes in this Agreement which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in one or more of the following: the services to be performed, the Agreement price or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Agreement.

(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 notify the City requesting an equitable adjustment and the Agreement shall be modified in writing as mutually agreed by the Parties. Any change order shall include all costs and time extensions related to or incidental to such change.

(c) Any claim by the Contractor for adjustment under this clause shall be asserted in writing within thirty (30) days from the date of receipt by the Contractor of the notification of change unless the Contract Administrator grants a further period of time before the date of final payment under the Agreement. The Contractor shall proceed with the prosecution of the work as changed. Except as provided in this Agreement, the Contractor shall not be entitled to payment for a charge for any extra work or material.

(d) Contractor shall not perform any work described in any change order unless the City has budgeted and appropriated funds sufficient to cover the cost of such changes.

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

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

24. **Warranties.** For the purchase of goods, Contractor warrants that (1) the supplies to be provided to the City pursuant to this Agreement are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and (3) the supplies sold to the City pursuant to this Agreement conform to the standards required by this Agreement. 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 Agreement, together with service warranties and guarantees, shall run to the City and its successors and assigns.

25. **Additional Warranties.** For the purchase of goods, Contractor further expressly warrants that materials and workmanship are warranted from defect for a one-year period. This is a minimum acceptable warranty.

26. **Inspection.** For the purchase of goods/supplies:

(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 Agreement, 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 Contract Administrator, 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 Agreement or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Agreement for default as provided in the clause of this Agreement entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Contract Administrator 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 Agreement. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Agreement 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 Agreement requirements, which may be discovered prior to acceptance. Except as otherwise provided in this Agreement, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

27. Liability for Loss or Damage. Contractor shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Contractor, his/its agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property other than City property, resulting from the performance of the Agreement 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.

28. Non-discrimination. During the performance of this Agreement, Contractor agrees as follows:

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

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

(c) Contractor shall be solely responsible for compliance with all federal, state and local laws, rules and regulations prohibiting discrimination of its officers, agents, employees and subcontractors. Contractor shall post notices, advertisements and solicitations in accordance with federal law, rule or regulation. 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.

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

30. 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. 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.

31. 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.

32. 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.

33. **Additional Provisions.**

(a) This Agreement includes all additional provisions as may have been outlined in the Base Contract and any attachments or exhibits to this Agreement, whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work.

(b) In the event of a conflict between the Base Contract, and this Agreement, this Agreement shall control.

34. **Integration.** This Agreement 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 Agreement shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

35. **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: Contract Administrator, as listed on first page of Agreement
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5500

Contractor: Contractor name and contract information, as listed on first page of this Agreement

Any notice or other communication given under this Agreement will be in writing and delivered by hand, sent by facsimile (provided acknowledgment of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the address 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.

36. **Agreement 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 except for the bond. No contract shall be formed between Contractor and the City until the City signs this Agreement.

37. **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)**~~

38. **MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES:** Neither party shall be liable to the other for consequential damages relating out of this Agreement.

Contract History

The St. Johns County, FL ("County"), a political subdivision of the State of Florida, entered into a Continuing Construction Contract Agreement Master Contract Number 18-MCC-INS-08953 ("St. Johns County Contract") with Insituform Technologies, LLC, pursuant to Request for Proposal ("RFP") Number 18-22 for Utility Rehabilitation/Construction Services.

The St. Johns County Contract has a term commencing on January 24, 2018 and continuing until January 23, 2021, which may be renewed for up to one (1) additional two (2) year periods, contingent upon satisfactory performance by the Contractor, mutual written agreement by both Parties, and availability of funds. St. Johns County reserves the right to further extend the Contract, as necessary, to complete ongoing projects, or as best serves the needs of the County.

[Remainder of this page intentionally left blank]

EXHIBIT "1"

Insurance

(a) Contractor shall maintain insurance during the life of this Agreement. Contractor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. The Contractor shall furnish policies and certificates of insurance to the City for review and approval on initial contract date and thereafter at least on each anniversary of the Agreement effective date. Failure of the Contractor to maintain a certificate of insurance in compliance or approval by the City of any policy of insurance shall not, relieve the Contractor from its responsibilities to provide the insurance coverage required herein. The certificates shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification required by these provisions. No work shall be commenced until City has approved the policies. This Agreement may be terminated by the City without penalty or expense, if policies requested hereunder are not provided to and approved by the City within thirty (30) days of the date hereof. The Contractor shall notify the Contract Administrator and the Purchasing Manager of any changes in or cancellations of coverage.

(b) For workers' compensation coverage, the bidder's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation. Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. Contractor shall not commence work under this Agreement until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Contractor shall be solely responsible to provide the City the written original certificate, notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change. The City reserves the right to increase insurance coverage as determined for higher risk Agreements and shall reimburse the Contractor for the reasonable additional costs of increased coverage. The Contractor shall maintain the following coverages:

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

EXHIBIT "2"

☒	Comprehensive Business, Automobile Liability to include all automobiles.	<u>Limits:</u> Auto Liability Body Injury: \$200,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence.	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
	<u>Additional Coverage:</u>	Non-Owned, Hired Car	

Additional Insurance Requirements			
☐	Property Insurance Builders Risk. <u>Additional Coverage:</u>	Limits: Buildings - Completed value of agreement. "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 minimum	
☐	Installation Floater (IT)	Limits: Coverage - \$ <u>To be determined.</u>	
☐	Contractor Pollution Liability	Limits: Coverage - \$ <u>To be determined.</u>	
☐	Errors and Omissions	Limits: Coverage - \$ <u>To be determined.</u>	Agents acting on behalf of the City.
☒	Payment and Performance Bond Required	Limits: Coverage - Equal to amount of Contract.	
☐	Department Head waives Payment and Performance Bond for work under \$25,000.00.		
☐	Unless otherwise required by law, Department Head waives Insurance for work described as follows: (check at least one) ☐ under \$25,000.00 ☐ including goods F.O.B. the place of destination		

EXHIBIT "2"

TASK AUTHORIZATION NO. ____
Piggyback Agreement dated _____, 2018
Between the City of Port Orange, Florida and Insituform Technologies, LLC

THIS Task Authorization is entered into by and between the CITY OF PORT ORANGE, FLORIDA, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and INSITUFORM TECHNOLOGIES, LLC, a Delaware limited liability company registered to transact business in Florida, with its principal place of business at 17988 Edison Avenue, Chesterfield, MO 63005 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Piggyback Agreement dated as referenced above, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. In addition to all other terms and conditions contained in the Contract, Contractor shall provide _____, as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "A."
3. Contractor shall complete the services to be provided herein within _____ of the date of written notice by the City to the Contractor.
4. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "A" attached hereto and made a part hereof for all purposes, subject to a limit not to exceed \$_____. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.
5. Contractor shall provide a 100% Combination Payment and Performance Bond in accordance with Florida Statutes Section 255.05, including the Front Page and Certificate for Filing in Public Records, in a form substantially similar to the forms attached hereto as Task Authorization Exhibit "B," and acceptable to the Port Orange City Attorney, and recorded with the Clerk of Volusia County at Contractor's expense. A separate bond shall be provided from the Surety which identifies and covers the scope of work for the project stated in this Task Authorization along with all other provisions of this Task Authorization with the penal sum of such bond being not less than the contract sum described in this Task Authorization. If any surety bond furnished in connection with this Task Authorization becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Task Authorization No. ____.
6. This Task Authorization may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Task Authorization.

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

Witnesses:

INSITUFORM TECHNOLOGIES, LLC

Printed Name: _____

By: _____

Diane Partridge, Contracting and Attesting Officer

If this Contract is signed by an individual not identified as the President of the corporation in the hands of the Florida Department of State, Division of Corporations, please indicate the individual's title to the corporation.

Printed Name: _____

Date: _____

CITY OF PORT ORANGE – TASK AUTHORIZATION NO. ____ INSITUFORM TECHNOLOGIES, LLC
[CA6601]

EXHIBIT "3"

Witnesses:

CITY OF PORT ORANGE

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

Date: _____
Printed Name: _____

Witnesses:

ATTEST:

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

Date: _____
Printed Name: _____

**RFP No: 18-22; Utility Rehabilitation/Construction Services
MASTER CONTRACT # 18-MCC-INS-08953**

**EXHIBIT "A"
UNIT PRICE LIST**

Part C – Sanitary Sewer Rehabilitation – Cured-in-place Pipe (CIPP)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	
A. Sanitary Sewer Line Cleaning and Inspection					
a.	Light Cleaning (<1/4 diameter)				
1	4" Diameter	200	LF	1.10	
2	6" Diameter	500	LF	1.10	
3	8" Diameter	6,000	LF	1.60	
4	10" Diameter	500	LF	1.60	
5	12" Diameter	200	LF	2.40	
6	15" Diameter	100	LF	3.70	
7	18" Diameter	100	LF	4.20	
b.	Tuberculation Cleaning				
1	4" Diameter	100	LF	15.90	
2	6" Diameter	200	LF	15.90	
3	8" Diameter	1,000	LF	12.70	
4	10" Diameter	200	LF	15.90	
5	12" Diameter	100	LF	21.20	
6	15" Diameter	50	LF	21.20	
7	18" Diameter	50		23.30	
c.	Root Removal				
1	4" Diameter	100	LF	5.30	
2	6" Diameter	200	LF	5.30	
3	8" Diameter	1,000	LF	4.20	
4	10" Diameter	200	LF	4.20	
5	12" Diameter	50	LF	4.20	
6	15" Diameter	50	LF	5.30	
7	18" Diameter			8.00	
d.	CCTV Inspection - Sewer Lateral				
1	Lateral Inspection 0' to 40'	20	EA	291.00	
2	Additional Lateral Inspection >40'	1	LF	5.30	
e.	CCTV Pipe Inspection				
1	6" Diameter	500	LF	1.10	
2	8" Diameter	6,000	LF	1.10	
3	10" Diameter	500	LF	1.10	
4	12" Diameter	200	LF	1.10	
5	15" Diameter	100	LF	2.90	
6	18" Diameter	100	LF	3.20	

EXHIBIT "4"

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	
B. Sanitary Sewer Rehabilitation					
1. CIPP lining					
a.	6" Diameter				
1	4.5mm nominal thickness (.177)	500	LF	30.28	
b.	8" Diameter				
1	6.0 mm nominal thickness (.236)	6,000	LF	25.35	
2	7.5 mm nominal thickness (.295)	1	LF	27.10	
3	9.0 mm nominal thickness (.354)	1	LF	32.10	
c.	10" Diameter				
1	6.0 mm nominal thickness (.236)	500	LF	34.20	
2	7.5 mm nominal thickness (.295)	1	LF	33.60	
3	9.0 mm nominal thickness (.354)	1	LF	39.90	
d.	12" Diameter				
1	6.0 mm nominal thickness (.236)	500	LF	38.30	
2	7.5 mm nominal thickness (.295)	1	LF	40.15	
3	9.0 mm nominal thickness (.354)	1	LF	42.45	
e.	15" Diameter				
1	6.0 mm nominal thickness (.236)	200	LF	48.50	
2	7.5 mm nominal thickness (.295)	1	LF	50.55	
3	9.0 mm nominal thickness (.354)	1	LF	52.85	
f.	18" Diameter				
1	6.0 mm nominal thickness (.236)	100	LF	54.80	
2	7.5 mm nominal thickness (.295)	1	LF	55.10	
3	9.0 mm nominal thickness (.354)	1	LF	63.00	
2. Sectional CIPP lining					
a.	6" Diameter				
1	3' in length	1	EA	1850.00	
2	4' in length	1	EA	1957.00	
3	6' in length	1	EA	2065.00	
4	8' in length	1	EA	2220.00	
b.	8" Diameter				
1	3' in length	1	EA	1855.00	
2	4' in length	1	EA	1960.00	
3	6' in length	1	EA	2330.00	
4	8' in length	1	EA	2645.00	
c.	10" Diameter				
1	3' in length	1	EA	1855.00	

EXHIBIT "4"

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	
2	4' in length	1	EA	1960.00	
3	6' in length	1	EA	2330.00	
4	8' in length	1	EA	2645.00	
d.	12" Diameter				
1	3' in length	1	EA	2065.00	
2	4' in length	1	EA	2330.00	
3	6' in length	1	EA	2595.00	
4	8' in length	1	EA	2805.00	
e.	15" diameter				
1	3' in length	1	EA	2485.00	
2	4' in length	1	EA	2700.00	
3	6' in length	1	EA	2910.00	
4	8' in length	1	EA	3175.00	
f.	18" diameter				
1	3' in length	1	EA	2750.00	
2	4' in length	1	EA	2910.00	
3	6' in length	1	EA	3175.00	
4	8' in length	1	EA	3438.00	
3. Lateral CIPP Lining					
a.	Top hat / full wrap - up to 36 inches				
1	4" lateral connection	10	EA	1960.00	
2	6" lateral connection	50	EA	1960.00	
3	8" lateral connection	1	EA	3385.00	
b.	Lateral lining 0 to 40'	10	EA	1800.00	
c.	Additional lateral lining >40'	1	LF	79.30	
d.	Lateral cutout & polish	200	EA	162.00	
e.	Lateral grout	50	EA	344.00	
4. Cleanout Installation					
a.	4" cleanout	1	EA	2380.00	
b.	6" cleanout	1	EA	2595.00	
c.	8" cleanout	1	EA	2645.00	
C. Maintenance of Traffic					
a.	Traffic Control - MOT Index 601 or 602 (per day)	1	DAY	320.00	
b.	Traffic Control - MOT Index 603 or higher (per day)	1	DAY	1060.00	
c.	Traffic Control - MOT Index 601 or 602 (per week)	1	WK	1590.00	
d.	Traffic Control - MOT Index 603 or higher (per week)	1	WK	5300.00	
e.	Variable Message Board (per week)	1	WK	370.00	
D. Mobilization					
a.	Regular Mobilization (~ 4-6 weeks)	1	EA	3700.00	
b.	Emergency Mobilization (< 1 week)	1	EA	6350.00	
Sub-total					\$
E. Bond					
a.	Contract Performance and Payment Bond Cost Not to Exceed 2%			1.5%	

EXHIBIT "4"

EXHIBIT “5”

Payment and Performance Bond

Consisting of 3 Pages

RETURN RECORDED DOCUMENT TO:
City Clerk
1000 City Center Circle
Port Orange, Florida 32129-4144

URH001 Sanitary Sewer Lining

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, **Insituform Technologies, LLC** 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 Piggyback Agreement having an effective date of _____, entered into by and between the Principal and the City, for sanitary sewer lining, 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.

RETURN RECORDED DOCUMENT TO:

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

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

PAYMENT AND PERFORMANCE BOND

(Public Works)

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

BOND NO. _____

PRINCIPAL:

Developer or Contractor: Insituform Technologies, LLC
Principal Business Address: 17988 Edison Avenue
Chesterfield, MO 63005
Contact Person: Diane Partridge, Contracting and Attesting Officer
Phone Number: (636) 530-8000

SURETY:

Address: _____

Contact Person: _____

Phone Number: _____

OWNER:

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

Amount: \$

City Case/Project No. URH001

Description of Work: Sanitary sewer lining.

Project Location: Various locations, Port Orange, Volusia County, Florida

Legal Description: Various locations, Port Orange, Volusia County, Florida

Front Page

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

IN WITNESS WHEREOF, this performance and payment bond is executed in duplicate originals, each of which shall be deemed an original, this _____, day of _____, 2018.

Attest:

Insituform Technologies, LLC
(Principal)

(As to Corporate Principal) Secretary

By: _____
Diane Partridge, Contracting and Attesting Officer

(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

Agreement

RENEWAL FORM

*****THIS FORM IS VALID IF EXECUTED PRIOR TO THE ORIGINAL AGREEMENT/CONTRACT EXPIRATION DATE.*****

To be completed by Contractor:

YES ☒ We desire to renew this agreement for another term at the same price, requirements, specifications, and conditions as the previous term as per the following:

- ☐ Standard Contract for Service CA No.
☒ Piggyback Agreement CA No. CA6601
☐ Purchase Order No. _____

Term From: 1/24/2021

To: 1/23/2023

Provided to City:

- ☐ Updated Bond ☒ Insurance Certificate/City as additional insured and Waiver of Subrogation for WC

NO _____ We do not desire to renew this agreement for another term.

Verify your records by providing the following information:

Name of Company / Organization: Insituform Technologies, LLC

Name of Contact Person: Diane Partridge, Contracting and Attesting Officer

Mailing Address: 17988 Edison Avenue, Chesterfield, MO 63005

Email Contact Address: dpartridge@aegion.com

Phone: 636-530-8000

Fax: _____

IF THIS RENEWAL IS NOT SIGNED BY THE CONTRACTOR'S LEGALLY AUTHORIZED PERSON, THEN ATTACH WRITTEN AUTHORIZATION TO ENTER INTO CONTRACTS ON BEHALF OF THE CONTRACTOR FOR THE PERSON WHO SIGNS.

Contractor's Authorized Representative: *Diane Partridge* Date: 1/21/2021
 Signature

For City Use Only:

Department completes the following:

- ☒ Renewal Accepted by the Department ☐ Bond received by the Department N/A
☒ Insurance Certificate received by the Department **OR** ☐ Insurance waived by City Manager

Agreement Expiration: 1/23/2023

City Manager: *James L. Mc...* Date: 1-21-2021

Please return to the City of Port Orange as follows:

Department: Dept. of Public Works & Utilities Telephone: 506-5575

Contact: Kynah Cockcroft, Sr. Admin. Assistant Fax: _____

Email: kcockcroft@port-orange.org

Original Signed Form Must Be Returned to the City Clerk

Revised 4/1/2020

INSITUFORM TECHNOLOGIES, LLC

**PRESIDENT APPOINTMENT OF
CONTRACTING AND ATTESTING OFFICERS**

The undersigned, being the President of Insituform Technologies, LLC, a Delaware Limited Liability Company (the "Company"), and pursuant to the authority set forth in the Limited Liability Company Operating Agreement of the Company, hereby determines that:

1. Christlanda Adkins, Gina Gurrieri, Janet Hass, Jana Lause, Diane Partridge, Whittney Schulte, and Ursula Youngblood are appointed as Contracting and Attesting Officers of the Company, each with the authority, individually and in the absence of the others, subject to the control of the Board of Managers of the Company, to: (i) certify and attest to the signature of any officer of the Company; (ii) enter into and bind the Company to perform pipeline rehabilitation activities of the Company and all matters related thereto, including the maintenance of one or more offices and facilities of the Company; (iii) execute and to deliver documents on behalf of the Company; and (iv) take such other action as is or may be necessary and appropriate to carry out the project, activities and work of the Company.
2. Any person previously appointed or serving as a Contracting and Attesting Officer of the Company prior to the date hereof and who is not named above is hereby removed from any such appointment.

Dated: March 6, 2020



Ralph E. Western
President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/1/2021

6/21/2019

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

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

PRODUCER Lockton Companies Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:		FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE INSURER A: XL Insurance America, Inc.		NAIC # 24554
INSURED 1347989 Insituform Technologies, LLC 17988 Edison Avenue Chesterfield MO 63005	INSURER B: ACE American Insurance Company		22667
	INSURER C: Indemnity Insurance Co of North America		43575
	INSURER D:		
	INSURER E:		
		INSURER F:	

COVERAGES INSTE02 **CERTIFICATE NUMBER:** 15441236 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Indepndt Contractor ☒ XCU GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER:	Y	N	CGD300084905	7/1/2020	7/1/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A				BROAD FORM PD/CONTRACTUAL			
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	N	ISA H25302540	7/1/2020	7/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
B C C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	WLRC67457262 (CA/MA) WLRC67457225 (AOS) (EXCLUDING MONOPOLISTIC)	7/1/2020 7/1/2020	7/1/2021 7/1/2021	☒ PER STATUTE ☐ OTH-ER 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)

PROJECT: VENDOR APPLICATION AND AGREEMENT. CITY OF PORT ORANGE IS ADDITIONAL INSURED UNDER GENERAL LIABILITY AND AUTOMOBILE LIABILITY, AS REQUIRED BY WRITTEN CONTRACT, BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF THE NAMED INSURED'S OPERATIONS. WAIVER OF SUBROGATION APPLIES UNDER WORKERS' COMPENSATION WHERE PERMISSIBLE BY LAW, AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

CANCELLATION See Attachments

15441236
 CITY OF PORT ORANGE
 1000 CITY CENTER CIRCLE
 PORT ORANGE FL 32129

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CITY OF PORT ORANGE
1000 CITY CENTER CIRCLE
PORT ORANGE FL 32129

To whom it may concern:

In our continuing effort to provide timely certificate delivery, Lockton Companies is transitioning to paperless delivery of Certificates of Insurance.

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via one of the methods below, referencing Certificate ID 15441236.

- Email: STL-edelivery@lockton.com
- Phone: (866) 728-5657 (toll-free)

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

In the event your mailing address has changed, will change in the future, or you no longer require this certificate, please let us know using one of the methods above.

The above inbox is for providing e-Delivery email addresses for next year's renewal certificates ONLY. Your information will be input within 90 days.

Thank you for your cooperation and willingness in reducing our environmental footprint.

Lockton Companies

ENDORSEMENT #

This endorsement, effective 12:01 a.m., 7/1/2020, forms a part of
Policy No. CGD300084905 issued to AEGION CORPORATION
By XL Insurance America, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
AS PER SCHEDULE ON FILE WITH THE COMPANY.		30

All other terms and conditions of the Policy remain unchanged.

**NOTICE TO OTHERS ENDORSEMENT SCHEDULE
NOTICE BY INSURED'S REPRESENTATIVE**

Named Insured Aegion Corporation			
Policy Symbol ISA	Policy Number ISA H25302540	Policy Period 7/1/2020 TO 7/1/2021	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

- A. If we cancel this Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out in this endorsement, to send written notice of cancellation, to the persons or organizations listed in the schedule that you or your representative create or maintain (the "Schedule") by allowing your representative to send such notice to such persons or organizations. This notice will be *in addition to* our notice to you or the first Named Insured, and any other party whom we are required to notify by statute and in accordance with the cancellation provisions of the Policy.
- B. The notice referenced in this endorsement as provided by your representative is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). The failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule will impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- C. We are not responsible for verifying any information in any Schedule, nor are we responsible for any incorrect information that you or your representative may use.
- D. We will only be responsible for sending such notice to your representative, and your representative will in turn send the notice to the persons or organizations listed in the Schedule at least 30 days prior to the cancellation date applicable to the Policy. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.
- E. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Workers' Compensation and Employers' Liability Policy

Named Insured AEGION CORPORATION 17988 EDISON AVENUE CHESTERFIELD MO 63005	EndorsementNumber
PolicyPeriod 7/1/2020 TO 7/1/2021	Policy Number Symbol: WLR Number: WLRC67457225 (AOS)
IssuedBy (Name of InsuranceCompany) Indemnity Insurance Co of North America	Effective Date of Endorsement 7/1/2020

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE
NOTICE BY INSURED'S REPRESENTATIVE

- A. If we cancel this Policy prior to its expiration date by notice to you or the first Named insured for any reason other than nonpayment of premium, we will endeavor, as set out in this endorsement, to send written notice of cancellation, to the persons or organizations listed in the schedule that you or your representative create or maintain (the "Schedule") by allowing your representative to send such notice to such persons or organizations. This notice will be in addition to our notice to you or the first Named Insured, and any other party whom we are required to notify by statute and in accordance with the cancellation provisions of the Policy.
- B. The notice referenced in this endorsement as provided by your representative is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). The failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule will impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- C. We are not responsible for verifying any information in any Schedule, nor are we responsible for any incorrect information that you or your representative may use.
- D. We will only be responsible for sending such notice to your representative, and your representative will in turn send the notice to the persons or organizations listed in the Schedule at least 30 days prior to the cancellation date applicable to the Policy. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.
- E. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of this Policy remain unchanged.

This endorsement is not applicable in the states of AZ, FL, ID, ME, NC, NJ, NM, TX and WI.

Authorized Representative

CPO Budget vs Actuals for Cost Center

As of January 26, 2021

*FY2020 and FY2021 Combined***URH001 - 401 Water & Sewer Fund**

Ledger Account / Spend Category		FY2020 - Carryover	FY2021- Current	Combined Balance
Capital Outlay				
Infrastructure				
Sewage - Capital		\$ 472,292.00	\$ 366,043.00	\$ 838,335.00
Machinery and Equipment				
Equipment - Capital		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
FY20 & FY21 Remaining Budget		\$ 472,292.00	\$ 366,043.00	\$ 838,335.00



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 3/2/2021

Consent item: Yes

SUBJECT: (B7b) Intent to Award ITB-21-01 to Trinova, Inc for Water Reclamation Facility Chlorine Skid with mixer

DEPARTMENT: Public Utilities

GOAL:

RECOMMENDED MOTION: Move to approve award of ITB21-01, Water Reclamation Facility Chlorine Skid with Mixer, to lowest responsive and responsible bidder, Trinova Inc., for the amount of \$174,183.00; subject to City Attorney and City Manager review and approval of final contract documents; and authorizing the Mayor and City Clerk to execute all contract documents.

SUMMARY: The City received one bid submittal for ITB 21-01, Water Reclamation Facility Chlorine Skid with Mixer. After review, staff recommends the award be to the lowest, responsive and responsible bidder, Trinova Inc. of Lakeland, Florida for the total amount of \$174,183.00.

The scope includes the supply and testing of a completely functional, skid-mounted chemical metering pump feed system to include one (1) skid assembly containing three chemical metering pumps; all necessary piping, valves, fittings, supports, electrical controls and accessories as specified in the bid documents.

The Standard Contract for Services will be executed with a substantial completion time not to exceed 270 days from issuance of a written Notice to Proceed; and an additional 95 days to final completion. Total completion time is not to exceed 365 days from the date of Notice to Proceed.

Project No.: SSP002 Funding Account No.:

Presenter: Lynn Stevens

ATTACHMENTS:

1.	Trinova Inc. Standard Contract for Services	Trinova Inc. Standard Contract for Services.pdf
2.	Trinova, Inc. Payment and Performance Bond	Trinova, Inc. ITB 21-01 WATER RECLAMATION FACILITY Payment and Performance Bond.pdf
3.	Dept Justification Memo - Chlorine Feed Skid ITB 21-01	Dept Justification Memo - Chlorine Feed Skid ITB 21-01.pdf
4.	ITB 21-01 WRF Chlorine Skid with	ITB 21-01 WRF Chlorine Skid with Mixer

	Mixer BID PKG	BID PKG from website.pdf
5.	ITB-21-01-NOTICE-OF-INTENT-TO-AWARD-FINAL-1272021 Trinova Inc 2 4 2021	ITB-21-01-NOTICE-OF-INTENT-TO-AWARD-FINAL-1272021 Trinova Inc 2 4 2021.pdf
6.	ITB-21-01- ADDENDUM 1 OF 1 CHLORINE-SKID-WITH-MIXER-ADDENDUM-NO1---FINAL-12162020	ITB-21-01- ADDENDUM 1 OF 1 CHLORINE-SKID-WITH-MIXER-ADDENDUM-NO1---FINAL-12162020.pdf
7.	Bid Submittal Trinova Inc ITB 21 01 Water Reclamation Facility Chlorine Skid with Mixer	Bid Submittal Trinova Inc ITB 21 01 Water Reclamation Facility Chlorine Skid with Mixer.pdf

Julia Wiggins	Created/Initiated - 1/27/2021
Kynah Cockcroft	Approved - 2/4/2021
Julia Wiggins	Approved - 2/4/2021
Richard Colby	Approved - 2/4/2021
Junos Reed	Approved - 2/4/2021
Steve Parnell	Approved - 2/4/2021
Lynn Stevens	Approved - 2/8/2021
Lupe Reyna-Coffin	Approved - 2/10/2021
Scott Neils	Approved - 2/10/2021
Matthew Jones	Approved - 2/17/2021
Jamie Miller	Approved - 2/18/2021
Robin Fenwick	Final Approval - 2/17/2021



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 **TRINOVA, INC.** ("Contractor"), an Alabama corporation whose principal address is 2401 Drane Field Road, Lakeland, Florida 33811. The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

(a) The Contractor hereby agrees to provide accessories and installation of a new sodium hypochlorite skid system with process mixers for wastewater disinfection, and as more specifically described in Intent to Bid 21-01 ("ITB 21-01"). This Contract together with ITB 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, of ITB 21-01 and the Bid Tabulation as submitted by Contractor in Contractor's Proposal are attached hereto as Exhibit "1." A complete copy of ITB 21-01 is 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 be effective on the last date the Contract is signed by the Parties ("Effective Date"). Work shall be substantially completed within 270 days issuance of a written Notice to Proceed, with final completion 95 days thereafter ("Term").

Manner and Place: The work shall be 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 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 Contractor at the prices set forth in Exhibit "1" attached hereto, subject to a limit not to exceed One Hundred Seventy-Four Thousand One Hundred Eighty-Three and 00/100 Dollars (\$174,183.00). 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 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 bidder responsible for excess costs incurred as a result. City Council may elect to refrain from doing business with the bidder as stipulated in City Code 2-276 Suspension and Disbarment.

8. Examination of Records

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

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

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

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

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

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

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

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

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

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

10. Termination for Non-Appropriation of Funds

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

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

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

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A-" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Contractor shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

Contractor shall require and ensure each of its subcontractors to maintain, until the completion of the subcontractor's work, insurance of the types and to the limits set forth herein. All insurance coverages shall be primary and non-contributory. All insurance coverages of the subcontractors shall not seek contribution from any other

insurance or self-insurance available to the City. The Contractor is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Contractor to ensure the subcontractors maintain the required coverage, shall not relieve the Contractor of any contractual responsibility, obligation or liability.

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

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

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

Standard Insurance Requirements			
	Insurance	Standards	Additional Requirements
☒	<u>Workers' Compensation</u> The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept elective exemptions. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A).	<u>Contract Amount</u> Up to \$10 million <u>Limits</u> 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)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$1,000,000 occurrence \$1,000,000 aggregate	☐ When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
☒	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	<u>Limits:</u> Auto Liability Bodily Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate	
Additional Insurance Requirements			

☒	Property Insurance Builders Risk. <u>Additional Coverage:</u>	Limits: Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☐	Professional Liability	Limits: Coverage - \$1,000,000	
☐	Installation Floater (IT)	Limits: Coverage - \$ <u>To be determined.</u>	
☐	Contractor Pollution Liability	Limits: Coverage - \$1,000,000	
☐	Errors and Omissions	Limits: Coverage - \$1,000,000	
☐	Umbrella Policy	Limits: Coverage - \$ <u>To be determined.</u>	
☒	Payment and Performance Bond Required	Limits: Coverage - Equal to amount of Contract.	
☐	City Manager waives Payment and Performance Bond for work under \$25,000.00.		
☐	Unless otherwise required by law, City Manager waives Insurance for FOB goods under \$25,000.00.		

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

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

14. Modifications or Changes to this Contract

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

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

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

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

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

for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

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

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

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

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

19. Inspection

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

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

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

20. Liability for Loss or Damage.

(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.

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

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

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

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

22. Disputes. The 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.

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

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

25. Additional Provisions. This Contract includes all additional provisions as may have been outlined in 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.

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

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

City:	City of Port Orange Attention: City Manager 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5501
Copy to:	City of Port Orange Attention: Lynn Stevens, Public Works and Utilities Director 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5575
Contractor:	Trinova, Inc. Attention: Robert V. Watson, President 4485 Laughlin Drive South Mobile, Alabama 36693 (863) 682-4500 - Telephone flsales@trinovainc.com 2401 Drane Field Road Lakeland, Florida 33811

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

28. Contract Construction

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

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

[Remainder of this page intentionally left blank]

Witnesses:

TRINOVA, INC.

Printed Name: _____

By: _____

Robert V. Watson, President

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

Printed Name: _____

Date: _____

STATE OF ALABAMA
COUNTY OF MOBILE

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2021, by Robert V. Watson, as President of Trinova, Inc., an Alabama corporation. He is ____ personally known or ____ produced _____ as identification.

Notary Public, State of Alabama

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:

EXHIBIT “1”

(Consisting of 4 pages)



"ATTACHMENT 1" ITB 21-01 SCHEDULE OF UNIT PRICING
BID FORM
CITY OF PORT ORANGE
ITB 21-01

WATER RECLAMATION FACILITY CHLORINE SKID WITH MIXER

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

Instruction to save Attachment from DemandStar website:

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

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

NAME OF BUSINESS:	Trinova Inc				
CONTACT PERSON:	Chad Kloft				
EMAIL ADDRESS:	Chad.kloft@trinovainc.com				
AUTHORIZED SIGNATURE:					
ITEM	DESCRIPTION	UOM	QNTY	UNIT PRICE	EXTENDED AMOUNT
1	SKID MOUNTED FEED SYSTEM PER SPECIFICATIONS	EA	1	\$47,101	\$47,101.00
2	LOCAL CONTROL PANEL PER SPECIFICATIONS	EA	1	\$12,115	\$12,115.00
3	SUBMERSIBLE MIXER SYSTEM PER SPECIFICATIONS	EA	1	\$114,967	\$114,967.00
				TOTAL BASE BID	\$174,183.00
4	Number of days to complete project upon receipt of Notice to Proceed:	DAYS_90 After Submittal Approval			
5	Shall warranty all materials and labor for:	DAYS _____ MONTHS_12_*_____ YEARS _____			
6	Shall warranty all workmanship for:	DAYS _____ MONTHS_12_*_____ YEARS_2_*_____			
7	Shall warranty the metering pump mechanical drive for:	DAYS _____ MONTHS _____ YEARS_2_*_____			
8	Shall warranty the metering pump liquid end, pump accessories, and the skid-mounted system for:	DAYS _____ MONTHS_12_*_____ YEARS _____			
9	Shall warranty the Submersible Mixer System for:	DAYS _____ MONTHS_12_*_____ YEARS _____			

* From date of Start-up

SECTION 3 - SCOPE OF WORK

Project Description:

The City of Port Orange is soliciting sealed bids for the purchase and installation of a new sodium hypochlorite skid system with in process mixers for wastewater disinfection. Delivery and installation location are: City of Port Orange Water Reclamation Facility, 817 Oak Street Port Orange, FL 32127.

SPECIFICATIONS:

PART 1. GENERAL- CHEMICAL FEED SYSTEM

1.01 DESCRIPTION

- A. This specification covers the supply and testing of completely functional, skid-mounted chemical metering pump feed system. The chemical feed system shall include one (1) skid assembly containing three chemical metering pumps, all necessary piping, valves, fittings, supports, electrical controls and accessories as specified herein. The chemical metering pump manufacturer shall be responsible for manufacturing the skid-mounted chemical metering pump feed system. Skids manufactured by outside system integrators shall not be acceptable.

1.02 RELATED WORK

- A. PART 4 - SUBMERSIBLE MIXER

1.03 QUALITY ASSURANCE

- A. For the purpose of establishing quality assurance, experience, and system reliability, the products described herein are based on metering pumps and a complete skid-mounted system manufactured by ProMinent Fluid Controls, Inc. All pumps and components shall be pre-assembled onto the skid-mounted system by the pump manufacturer and shop-tested for capacity and pressure prior to shipment with documented results provided.
- B. The chemical feed equipment shall be the product of a pump manufacturer who has designed and manufactured similar skid mounted feed systems and equipment and has a record of demonstrated successful operation of such equipment in the field. The manufacturer of the chemical feed pumps and skid systems shall be ISO 9001 certified.

1.04 WARRANTY

- A. The chemical metering pump manufacturer shall provide a minimum two-year warranty on the metering pump mechanical drive and a minimum one-year warranty on the liquid end, pump accessories, and the skid-mounted system.

1.05 SUBMITTALS

The following will be provided by the awarded bidder after the City has issued the Notice of Intent to Award:

- A. Manufacturers literature, illustration, specifications and engineering data including dimensions, materials, size, weight, performance data, flow rate, motor horsepower (or current draw) and speed.

PART 2. PRODUCTS

2.01 GENERAL

A. Manufacturer:

1. ProMinent Fluid Controls, Inc.

2.02 MECHANICALLY-ACTUATED METERING PUMP

- A. The chemical metering pump(s) shall be microprocessor-controlled, motor-driven, reciprocating, mechanically actuated diaphragm type - hydraulically actuated metering pumps shall not be acceptable. The pump shall include integral motor, oil-lubricated or permanently greased lubricated bearings, gear reducer and cam-and-spring drive mounted in an aluminum housing. Such housing is to be sealed into an outer plastic housing for corrosion protection.
- B. All pumping functions shall be set by membrane-switch keypad and status shall be displayed on an illuminated LCD. It shall include a keypad that allows for simple scrolling and display of programmed parameters.
- C. The pump shall be fully tested to meet rated flow and pressure by the manufacturer.
- D. The pump to be Sigma 3 Control Series Pump S3CBH120270PVTS070UD81001EN and delivers 96.4 GPH @ 145 PSI.
- E. The pump shall have a universal power supply which allows it to operate at a supply voltage in the range of 100 VAC-230VAC 50-60Hz +/-10%.
- F. The liquid end shall be physically separated from the drive unit by a back plate with weep hole creating an air gap. An elastomer shaft wiper seal shall prevent contamination of the drive if the primary diaphragm fails. The pump shall also have a diaphragm failure detector with a visible indicator of diaphragm rupture. The diaphragm shall be capable of containing chemical for up to 48 hours after failure as a safety feature. There shall also be an option for a fault indication or pump shut down in case of diaphragm rupture.
- G. The diaphragm shall be constructed of a steel core, vulcanized into nylon-reinforced EPDM, with PTFE-faced fluid contact surface. The diaphragm shall be of a convex design fitting into a concave liquid end to minimize dead volume and promote flow of solids in suspension.
- H. The liquid end shall be either virgin PVDF or 316 stainless steel. The suction and discharge valves shall be PVDF with Teflon formed composite seals and Alumina Oxide Ceramic valve balls on PVDF liquid ends. The PVDF liquid end shall be NSF 61 Certified for use with standard water treatment chemicals. The 316 stainless steel liquid end shall have suction and discharge valves made of 316 stainless steel with Teflon formed composite seals and stainless steel valve balls.
- I. Stroke length control shall be adjustable manually by means of a stroke length knob, in increments of 1%, from 0% to 100% of stroke length. Stroke length shall be determined by a sensor within the stroke adjustment knob that provides accurate feedback to the electronics of the pump for calibration for LCD display of stroke length. The digital display and optional analog

output will calculate, display, and transmit the flow of the pump based on pump speed and stroke length settings.

- J. Stroke frequency control shall be done with an integral VFD and stepper motor pump controller. For the integral controller, the first 1/3 of the frequency in strokes per minute will operate with the stepper motor and frequency greater than 1/3 will operate with the internal VFD. Control shall be switchable between manual or external control via 4-20 mA signal. In manual mode, stroke frequency control shall be manually adjusted by touch keypads, with the set stroke rate displayed on the pump's LCD. In external mode, the pump shall be capable of receiving a 4-20 mA input via optional external control cable. The metering pump shall be capable of remote ON-OFF operation using the PAUSE function via a voltage-free contact relay through an optional control cable. Pump shall include TEFC, four-pole AC motor.
- K. Vector control or controlled motor magnetization shall be configured into the pump. Such control shall include torque or energy monitoring, allowing for detection of hydraulic defects such as discharge overload, with consequent pump shutdown.
- L. The pump shall include a removable HMI which can be mounted on the pump, wall or on a manufacturer supplied control panel which gives operators a wide range of options for versatile installation.
- M. Programming
 - 1. The pump to be calibrated to display pump output in gallons/hour or liters/hour. Calibration shall be maintained when stroke length is altered up to +/- 10% on the stroke length knob. If stroke length is altered by more than 10%, a yellow warning light shall illuminate and a flashing message "calib" will appear to avoid uncalibrated chemical feed.
 - 2. The pump shall be equipped with the programmable function of electronic interlocking of the keypad by access code to prevent unauthorized adjustments to the pump.
 - 3. Keypad shall allow for scrolling and display on LCD such parameters as stroke frequency, stroke length, stroke counter, pump output in gals/hr. or l/hr., dosing quantity, mA current input being received by pump, and indication of external mode.
 - 4. Keypad programming shall allow for selecting fast or slow suction and discharge stroking profiles. Such variable dosing profiles shall allow for potential reduction in NPSH_r or more laminar discharge stroke.

[Remainder of this page left intentionally blank]

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: Trinova, Inc.
Principal Business Address: 2401 Drane Field Road
Lakeland, Florida 33811
Contact Person: Robert V. Watson, President
Phone Number: (863) 682-4500

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: \$174,183.00 **City Project Number: ITB 21-01 Wastewater Reclamation Facility
Chlorine Skid with Mixer**

Description of Work: Wastewater Reclamation Facility Chlorine Skid with Mixer

Project Location: Portions of City of Port Orange Wastewater Reclamation Facility, 817 Oak Street, Port Orange, Florida 32127

Legal Description: Portions of Parcel ID#: 6341-04-01-0341
See Exhibit "A"

Front Page

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

**City of Port Orange 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"

Trinova, Inc.

ITB 21-01 Wastewater Reclamation Facility Chlorine Skid with Mixer

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, **Trinova, Inc.**, as Principal, and _____, a corporation, as Surety, are bound to **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of **ONE HUNDRED SEVENTY-FOUR THOUSAND ONE HUNDRED EIGHTY-THREE AND 00/100 DOLLARS (\$174,183.00)**, 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 EJCDC Contract, having an effective date of _____, entered into by and between the Principal and the City, for Wastewater Reclamation Facility Chlorine Skid with Mixer, 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:

TRINOVA, INC.
(Principal)

(As to Corporate Principal) Secretary

By: _____
Robert V. Watson, 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 & Utilities Department

TO: Lynn Stevens, Public Works & Utilities Director

THRU: Julia Wiggins, Business Manager

FROM: Steve Parnell, Deputy Director of Public Utilities

DATE: February 4, 2021

SUBJECT: TriNova Inc. – Request for award ITB-21-01 “Chlorine Skid with Mixer”

REQUEST:

The Public Works & Utilities Department is requesting City Council to approve award of ITB -21-01 to TriNova Inc., P.O. Box 190849, Mobile, AL 36619, in the amount of \$174,183.00. for purchase of a new chlorine skid with mixer.

PURPOSE:

The purpose of this request is to install a new chlorine feed system with mixer at the Water Reclamation Facility to maintain compliance with FDEP operating permit # FL0020559.

CONSIDERATION:

The Water Reclamation Facility utilizes sodium hypochlorite, very strong bleach, to disinfect the reclaimed water that either goes to the reuse distribution system for public access or to the Halifax River. A proper chlorine residual is required by the State of Florida Department of Environmental permit #FL0020559.

The current system is not feeding sodium hypochlorite consistently, the pumps are unreliable, resulting in permit violations at the Water Reclamation Facility. The Operations staff has had to feed granular Calcium Hypochlorite (aka HTH) by hand to avoid excursions from the permit. This is not a recommended practice or a reliable method to maintain compliance with the FDEP permit for wastewater disinfection.

The Garnsey Water Treatment Plant has been using a ProMinent™ chlorine feed system for over ten years with great results. The City seeks to standardize equipment at both the Water Treatment and Water Reclamation Facility when possible. This allows both plant mechanics and operators to become familiar with equipment at both facilities.

Specifications were developed and the project put out for bid. On December 23rd, 2020, the purchasing department received one (1) bid submittal for ITB-21-01, Water Reclamation Facility Chlorine Skid with Mixer. Trinova Inc. was deemed a responsive bidder and has been recommended by City staff for award of ITB-21-01.

FUNDING:

Project # SSP002

Water Reclamation Facility – U Sewer Plant Replacement

403 0400 535 63 97

RECOMMENDATION:

The Public Works & Utilities Department recommends Council to approve award of ITB-21-01 to TriNova Inc., P.O. Box 190849, Mobile, AL 36619, in the amount of \$174,183.00 for purchase of a new chlorine skid with mixer.

ANTICIPATED SCHEDULE:

a.) Anticipated Approval – March 2nd, 2021

CITY OF PORT ORANGE, FLORIDA

INVITATION TO BID

WATER RECLAMATION FACILITY CHLORINE SKID WITH MIXER

ITB #21-O1



City of Port Orange Purchasing Division

Prepared by: Joseph Castro, Buyer

Release Date: November 18, 2020

Bid Due Date & Time: December 23, 2020 at 2:30 P.M.

City of Port Orange, Florida

1000 City Center Circle

Port Orange, FL 32129

(386) 506-5740

purchdiv@port-orange.org

www.port-orange.org



Legal Notice to Proposers

ITB #21-01

Notice is hereby given that the City of Port Orange is soliciting bids for ITB #21-01 Water Reclamation Facility Chlorine Skid with Mixer. Bids will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until **2:30 P.M. on December 23, 2020** which may be amended by addendum issued by the City. All untimely Bids will not be considered and will be returned to the Bidder unopened. All Bids will be evaluated to ensure they contain all required forms to deem the Bidder responsive or non-responsive. Bid will be opened and read aloud at 2:30 P.M. in Council Chambers.

There will be a Non-Mandatory Pre-Bid Conference for the project at **10:00 A.M.** (local time) on **December 2, 2020** at City Hall, Council Chambers (1st floor), 1000 City Center Circle, Port Orange, Florida 32129. All attendees to the Pre-Bid Conference must sign in. The representative of each Bidder shall be an authorized employee of the Bidder and shall sign in accordingly. Bidders are urged to obtain Bid documents and familiarize themselves with the documents prior to the Pre-Bid meeting.

DESCRIPTION: The City of Port Orange is soliciting sealed bids for the purchase and installation of a new sodium hypochlorite skid system with in process mixers for wastewater disinfection.

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

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

Copies of the Bid documents, requirements, scope of service and all other pertinent information necessary to submit a complete package may be obtained electronically from the City of Port Orange website at www.port-orange.org/bids.aspx and DemandStar via their website at www.demandstar.com.

All questions shall be directed **in writing** to the Buyer, Joseph Castro, jcastro@port-orange.org or purchdiv@port-orange.org and reference **"Questions on ITB #21-01 Water Reclamation Facility Chlorine Skid with Mixer"** in the subject line. Last day for questions will be, **December 9, 2020 at 5:00 P.M.**

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

NO bid shall be withdrawn for a period of ninety (90) days subsequent to the bid opening without the consent of the City of Port Orange, Florida.

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

Bids shall be **submitted in the City Clerk's office** with one (1) original and one (1) identical digital (CD or flash drive) version in PDF format, addressed to Joseph Castro, Buyer, Finance Department, City Hall, 1000 City Center Circle, Port Orange, Florida 32129 in a **SEALED ENVELOPE/PACKAGE** plainly marked on the outside: **"ITB #21-01 Water Reclamation Facility Chlorine Skid with Mixer"**.

Joseph Castro, Buyer

Legal Ad - One Time – **November 18, 2020**

[Remainder of this page left intentionally blank]

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



SEALED BID • DO NOT OPEN

SEALED BID NO.	ITB #21-01
BID TITLE:	<u>Water Reclamation Facility Chlorine Skid with Mixer</u>
DUE DATE/TIME:	December 23, 2020 at 2:30 P.M.
SUBMITTED BY:	_____ (Name of Company)
DELIVER TO:	City of Port Orange City Clerk's Office Attn: Joseph Castro Buyer Finance Department 1000 City Center Circle Port Orange, Florida 32129
DATE/TIME RECEIVED:	_____ (To be stamped by Clerk's Office)

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SECTION 1 – PURPOSE AND OVERVIEW

The purpose for this Invitation to Bid (ITB) is to solicit competitive sealed bids from Firms or Companies (Vendors) for the purchase and installation of a new sodium hypochlorite skid system with in process mixers for wastewater disinfection.

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

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

[Remainder of this page left intentionally blank]

SECTION 2 – INSTRUCTIONS TO BIDDERS

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

TIMELINE (Local Time):

The City reserves the right to alter dates as needed.

Date of Distribution November 18, 2020
Non-Mandatory Pre-Bid Conference December 2, 2020 at 10:00 A.M.
Deadline for Questions: December 9, 2020 by 5:00P.M.
Final Addendum Posting: December 16, 2020 by 5:00P.M.
Bids Due: December 23, 2020 by 2:30 P.M.
City Council Meeting for Approval of Recommendation of Award To Be Determined

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

City of Port Orange City Clerk's Office
Attn: Joseph Castro, Buyer
Finance Department
1000 City Center Circle
Port Orange, Florida 32129

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

Bids shall be sealed and Vendors shall clearly indicate on the outside of their bid the following:

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

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

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

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

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

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

PRE-BID CONFERENCE/SITE VISIT:

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

QUESTIONS REGARDING THIS ITB:

All questions shall reference “**ITB #21-01 Water Reclamation Facility Chlorine Skid with Mixer**” in the subject line. All questions concerning this ITB shall be submitted in writing no later than the date and time referenced in the Timeline above to:

Joseph Castro
Buyer
1000 City Center Circle
Port Orange, FL 32129
jcastro@portorange.org or
purchdiv@port-orange.org

ADDENDA REGARDING THE INVITATION TO BID:

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Bid Due Date. Vendors should not rely on any representations, statements or explanations other than those made in this ITB or in any addendum to this ITB. Where there appears to be a conflict between the ITB and any addenda issued, the last addendum issued will prevail. It is the Vendor's responsibility to be sure all correct number of addenda was received. The Vendor should verify with the designated contact persons prior to submitting a Bid that all addenda have been received. Vendors should acknowledge the correct number of addenda received as part of their Bids. It is the responsibility of the Vendor to ensure all addenda have been received prior to submitting a bid.

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

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

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

CLARIFICATIONS:

It is the Vendor’s responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this ITB. Lack of understanding and/or misinterpretation of any portions of this ITB shall not be cause for withdrawal of your Bid after opening or for subsequent protest of award.

MINIMUM QUALIFICATIONS:

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

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

NO LOBBYING:

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

PRICING SHEETS:

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

EXCEPTIONS TO SPECIFICATIONS:

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

BID SUBMISSION AND WITHDRAWAL:

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

CORRECTION OF BIDS:

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

WITHDRAWAL OF BIDS:

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

OPENING OF BIDS:

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

LITIGATION HISTORY:

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

DEBARMENT HISTORY:

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

REJECTION OF BIDS:

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

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

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

OWNERSHIP OF DOCUMENTS:

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

AMERICANS WITH DISABILITIES ACT (ADA):

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

REQUIRED DOCUMENTS FOR AWARDED BIDDER:

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

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SECTION 3 - SCOPE OF WORK

Project Description:

The City of Port Orange is soliciting sealed bids for the purchase and installation of a new sodium hypochlorite skid system with in process mixers for wastewater disinfection. Delivery and installation location are: City of Port Orange Water Reclamation Facility, 817 Oak Street Port Orange, FL 32127.

SPECIFICATIONS:

PART 1. GENERAL- CHEMICAL FEED SYSTEM

1.01 DESCRIPTION

- A. This specification covers the supply and testing of completely functional, skid-mounted chemical metering pump feed system. The chemical feed system shall include one (1) skid assembly containing three chemical metering pumps, all necessary piping, valves, fittings, supports, electrical controls and accessories as specified herein. The chemical metering pump manufacturer shall be responsible for manufacturing the skid-mounted chemical metering pump feed system. Skids manufactured by outside system integrators shall not be acceptable.

1.02 RELATED WORK

- A. PART 4 - SUBMERSIBLE MIXER

1.03 QUALITY ASSURANCE

- A. For the purpose of establishing quality assurance, experience, and system reliability, the products described herein are based on metering pumps and a complete skid-mounted system manufactured by ProMinent Fluid Controls, Inc. All pumps and components shall be pre-assembled onto the skid-mounted system by the pump manufacturer and shop-tested for capacity and pressure prior to shipment with documented results provided.
- B. The chemical feed equipment shall be the product of a pump manufacturer who has designed and manufactured similar skid mounted feed systems and equipment and has a record of demonstrated successful operation of such equipment in the field. The manufacturer of the chemical feed pumps and skid systems shall be ISO 9001 certified.

1.04 WARRANTY

- A. The chemical metering pump manufacturer shall provide a minimum two-year warranty on the metering pump mechanical drive and a minimum one-year warranty on the liquid end, pump accessories, and the skid-mounted system.

1.05 SUBMITTALS

The following will be provided by the awarded bidder after the City has issued the Notice of Intent to Award:

- A. Manufacturers literature, illustration, specifications and engineering data including dimensions, materials, size, weight, performance data, flow rate, motor horsepower (or current draw) and speed.

PART 2. PRODUCTS

2.01 GENERAL

A. Manufacturer:

1. ProMinent Fluid Controls, Inc.

2.02 MECHANICALLY-ACTUATED METERING PUMP

- A. The chemical metering pump(s) shall be microprocessor-controlled, motor-driven, reciprocating, mechanically actuated diaphragm type - hydraulically actuated metering pumps shall not be acceptable. The pump shall include integral motor, oil-lubricated or permanently greased lubricated bearings, gear reducer and cam-and-spring drive mounted in an aluminum housing. Such housing is to be sealed into an outer plastic housing for corrosion protection.
- B. All pumping functions shall be set by membrane-switch keypad and status shall be displayed on an illuminated LCD. It shall include a keypad that allows for simple scrolling and display of programmed parameters.
- C. The pump shall be fully tested to meet rated flow and pressure by the manufacturer.
- D. The pump to be Sigma 3 Control Series Pump S3CBH120270PVTS070UD81001EN and delivers 96.4 GPH @ 145 PSI.
- E. The pump shall have a universal power supply which allows it to operate at a supply voltage in the range of 100 VAC-230VAC 50-60Hz +/-10%.
- F. The liquid end shall be physically separated from the drive unit by a back plate with weep hole creating an air gap. An elastomer shaft wiper seal shall prevent contamination of the drive if the primary diaphragm fails. The pump shall also have a diaphragm failure detector with a visible indicator of diaphragm rupture. The diaphragm shall be capable of containing chemical for up to 48 hours after failure as a safety feature. There shall also be an option for a fault indication or pump shut down in case of diaphragm rupture.
- G. The diaphragm shall be constructed of a steel core, vulcanized into nylon-reinforced EPDM, with PTFE-faced fluid contact surface. The diaphragm shall be of a convex design fitting into a concave liquid end to minimize dead volume and promote flow of solids in suspension.
- H. The liquid end shall be either virgin PVDF or 316 stainless steel. The suction and discharge valves shall be PVDF with Teflon formed composite seals and Alumina Oxide Ceramic valve balls on PVDF liquid ends. The PVDF liquid end shall be NSF 61 Certified for use with standard water treatment chemicals. The 316 stainless steel liquid end shall have suction and discharge valves made of 316 stainless steel with Teflon formed composite seals and stainless steel valve balls.
- I. Stroke length control shall be adjustable manually by means of a stroke length knob, in increments of 1%, from 0% to 100% of stroke length. Stroke length shall be determined by a sensor within the stroke adjustment knob that provides accurate feedback to the electronics of the pump for calibration for LCD display of stroke length. The digital display and optional analog

output will calculate, display, and transmit the flow of the pump based on pump speed and stroke length settings.

- J. Stroke frequency control shall be done with an integral VFD and stepper motor pump controller. For the integral controller, the first 1/3 of the frequency in strokes per minute will operate with the stepper motor and frequency greater than 1/3 will operate with the internal VFD. Control shall be switchable between manual or external control via 4-20 mA signal. In manual mode, stroke frequency control shall be manually adjusted by touch keypads, with the set stroke rate displayed on the pump's LCD. In external mode, the pump shall be capable of receiving a 4-20 mA input via optional external control cable. The metering pump shall be capable of remote ON-OFF operation using the PAUSE function via a voltage-free contact relay through an optional control cable. Pump shall include TEFC, four-pole AC motor.
- K. Vector control or controlled motor magnetization shall be configured into the pump. Such control shall include torque or energy monitoring, allowing for detection of hydraulic defects such as discharge overload, with consequent pump shutdown.
- L. The pump shall include a removable HMI which can be mounted on the pump, wall or on a manufacturer supplied control panel which gives operators a wide range of options for versatile installation.
- M. Programming
 - 1. The pump to be calibrated to display pump output in gallons/hour or liters/hour. Calibration shall be maintained when stroke length is altered up to +/- 10% on the stroke length knob. If stroke length is altered by more than 10%, a yellow warning light shall illuminate and a flashing message "calib" will appear to avoid uncalibrated chemical feed.
 - 2. The pump shall be equipped with the programmable function of electronic interlocking of the keypad by access code to prevent unauthorized adjustments to the pump.
 - 3. Keypad shall allow for scrolling and display on LCD such parameters as stroke frequency, stroke length, stroke counter, pump output in gals/hr. or l/hr., dosing quantity, mA current input being received by pump, and indication of external mode.
 - 4. Keypad programming shall allow for selecting fast or slow suction and discharge stroking profiles. Such variable dosing profiles shall allow for potential reduction in NPSH_r or more laminar discharge stroke.

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2.03 SKID-MOUNTED FEED SYSTEM

- A. The skid mounting of the metering pumps shall conform to the following requirements:
 - 1. Each chemical feed system shall be completely assembled, mounted, calibrated, tested, and delivered to the site on a single skid. Components to be mounted on the skid are as indicated on the drawings and shall include the metering pumps, calibration column, piping, valves, piping accessories (pulsation dampeners, strainers, back pressure valves, pressure relief valves, etc.), and wiring integral to the skid. The chemical metering pump manufacturer shall be responsible for providing all equipment, valves and piping within the skid boundary.
 - 2. The skids shall be constructed of fusion welded black polypropylene sheets with adequate supports for all equipment and piping and a ½" drip lip. Forklift truck cut outs shall also be provided.
 - 3. All components of the skid-mounted system (pumps, piping and controls) shall be tested as described in Part 1.03 A.
- B. Skid-mounted accessories to include the following:
 - 1. Calibration Chamber:
 - A. Provide one, clear plastic calibration chamber with vent for use in calibrating the metering pumps.
 - B. The chamber shall be sized to give adequate capacity for a minimum 30 second draw down test.
 - C. The scale shall give direct readings in mL and GPH without the need for calculations.
 - D. The calibration chamber shall be piped and valved so that each pump shall be able to utilize the calibration chamber without interfering with the operation of the other pumps.
 - E. The top of the chamber shall have a threaded fitting to allow for piping to a common vent.
 - 2. Pulsation Dampeners:
 - A. Shall be of the single diaphragm design, capable of arresting water hammer in the pump discharge lines created by the metering pumps.
 - B. Materials of construction of diaphragm and body shall be corrosion resistant to the chemical fluid pumped.
 - C. Provide one dampener on the discharge side of each metering pump. Mounted directly over the pump discharge
 - D. Each pulsation dampener shall include an integral pressure gauge.
 - E. Pulsation dampeners shall be sized appropriately for each pump to remove a minimum of 95% of the pulsations. The manufacturer shall provide calculations to verify sizing if requested by the City.

3. Backpressure and Pressure Relief Valves

- A. Adjustable diaphragm backpressure sustaining type valve installed on pump discharge header and set at location recommended by manufacturer. Materials to be suitable for rated chemical service.
- B. Adjustable diaphragm pressure relief valve installed externally on pump discharge header and set at location recommended by manufacturer. PRV required for each pump mounted on feed system. Materials to be suitable for respective chemical service.

4. Piping, Valves and Appurtenances:

- A. Skid piping shall be Schedule 80 PVC. Cement shall be as recommended by the pipe manufacturer for the service outlined in this Section.
- B. Vented True-union ball valves shall be provided for isolation of major equipment. Seals shall be compatible with the chemical being pumped.

2.04 **LOCAL CONTROL PANEL**

- A. Each skid shall be provided with its own local control panel. Local disconnect is provided by duplex receptacle with weatherproof cover mounted on the skid proper. Enclosures shall be NEMA 4X FRP construction.
- B. The pump control panels shall provide all the functions and interfaces as shown on the specification P&ID's, including but not limited to the following features: Main circuit breaker and branch circuit breakers as needed.
- C. Each pump shall have the following devices mounted on the door of the control panel for operator interface: L-O-R Illuminated selector indicating running status, Pump general alarm light, Local speed control digital potentiometer, actual speed indication when pump is provided with analog output option.
- D. Each pump shall have the following signals available for the plant SCADA / PLC via hard wire connection: Pump running status, pump alarm status, Pump speed analog feedback (optional when provided), remote mode selected status.
- E. Each pump shall accept the following signals from the plant SCADA / PLC via hard wire connection: Dry contact pump enable, Analog 4-20mA speed command
- F. All components shall be [UL listed or Recognized], door mounted devices shall be NEMA 4x, 22mm, Heavy Duty, Oil Tight, and instrumentation shall also be NEMA 4X rated.
- G. The panel shall have a local operator for the stroke frequency control and have an analog 4 – 20 mA output to plant SCADA.
- H. Control panels shall be assembled to NFPA 79 standards and good engineering practices.

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PART 3. EXECUTION

3.01 SHIPPING, HANDLING, DELIVERY AND STORAGE

- A. Packaging: The Contractor is to assume responsibility for packaging to prevent damage during site storage
- B. Shipping: FOB destination.

3.02 INSTALLATION

- A. The Contractor shall furnish the services of an authorized manufacturer representative familiar with this installation and equipment to supervise installation.
- B. All materials and equipment shall be clean and free of oil, grease and/or chemical contaminations prior to installation.

3.03 START UP AND TRAINING

- A. Start up and training by chemical feed equipment authorized manufacturer representative shall be arranged and provide by the Contractor. The Manufacturer's representative shall provide the service for successful equipment start up and plant personnel training.

END OF SECTION

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PART 4 GENERAL- SUBMERSIBLE MIXER SYSTEM

4.01 SUMMARY

- A. The Submersible Mixer System (SMS) shall be of a submersible design and shall be able to properly disperse the desired chemical across the entire process flow stream. 1 Mixing system for the Sodium Hypochlorite and 1 Mixing system for Sodium Bisulfite. System shall be suitable for chlorinating the entire chlorine contact chamber and de-chlorinating the process water when discharged to the river.
- B. The Submersible Mixer System shall be capable of dispersing the chemical into the water/wastewater stream at a velocity of greater than 60 feet per second.
- C. The Submersible Mixer System shall be capable of dispersing the chemical in an axial discharge pattern created by the mixing action of the integral mixing impeller.
- D. The chemical introduced into the submersible mixer shall not come in contact with the mixer's moving parts thus reducing the potential for scale build-up on the mixer. This design provides for reduced maintenance and reduced premature equipment failure.
- E. The Submersible Mixer System shall have a maximum feed rate of 1200 gallons per day.
- F. The Supplier shall coordinate with the Customer to determine the length of the power cable required and mounting system. 75 ft of Cable and Hose to be included.
- G. Manufacturer warrants its products to be free from defects in material and workmanship for twelve months from the date of start-up or eighteen months from the date of shipment, whichever occurs first.

4.01 RELATED DOCUMENTS

- H. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

4.01 REFERENCE STANDARDS

- I. All materials, installation, and workmanship shall comply with the applicable requirements and standards addressed within the following references:
 - 1. American National Standard Institute (ANSI)
 - 2. Occupational Safety and Health Administration (OSHA)
 - 3. National Electrical Manufacturers Association (NEMA)
 - 4. National Electrical Code (NEC)
 - 5. NSF International
 - 6. The revision in effect at the time of bid opening shall apply when referencing one of the above standards.

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4.02 RELATED WORK SPECIFIED ELSEWHERE

- A. PART 1 – CHEMICAL FEED SYSTEM

4.03 SUBMITTALS

The following will be provided by the awarded bidder after the City has issued the Notice of Intent to Award:

- A. Product Data:

1. The Supplier shall supply one (1) electronic copy and five (5) printed/bound copies of submittal data.
2. Component data and shop drawings of the system shall be supplied, including dimensions, weight, and parts list.
3. When applicable, the submittal shall include control panel elevation, control schematics, and component data.

- B. Record Documents:

1. Warranty: Manufacturer's written warranty in which manufacturer agrees to repair or replace components that fail in materials or workmanship within specified warranty period.
2. Operation and Maintenance Manuals: Provide one (1) Electronic copy and five (5) printed/bound copies of the complete operation and maintenance manuals for all equipment, in accordance with the requirements of Section 01 77 00.

4.04 QUALITY ASSURANCE

- A. The submersible mixer shall be the product of a manufacturer that has designed and manufactured similar equipment. The manufacturer must have ISO 9001 and UL 508A Certification.
- B. Before shipment, the manufacturer shall inspect the equipment for quality of construction verifying all fasteners and fittings are tight, all wires are secure, and connections are whisker-free. Testing of the submersible mixer with water under pressure shall be performed to verify compliance with capacity and pressure requirements. The manufacturer shall repair any equipment not conforming to the requirements outlined herein and shall conduct a follow-up test to confirm compliance. All equipment shall include a test report verifying the performance of the mixer under testing.
- C. The Submersible Mixer System manufacturer shall submit results of all factory tests of equipment.
- D. Under this specification section, all equipment provided is to be from a supplier or manufacturer that shall assume full responsibility for the completeness and proper installation of the submersible mixer.
- E. The manufacturer, to ensure quality and unit responsibility, must assemble and test the submersible mixer at its facility. The mixer shall be a standard regularly marketed product of that manufacturer. The manufacturer must have physical plant, technical and design staff and fabricating personnel to complete the work specified.

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PART 5 - PRODUCTS

5.01 GENERAL

- A. A manufacturer shall supply all Submersible Mixer System components, Chemical feed skid , accessories, and spare parts. The Submersible Mixer System shall be a ProMix SMS 10HP p/n: 110246 as manufactured by ProMinent Fluid Controls, Inc.
- B. Components:
 - 1. Piping Connection: The piping connection on the Submersible Mixer System shall be of Kynar material for superior strength and corrosion resistance.
 - 2. Impeller: The impeller shall be a non-exposed disc design made of Grade 2 (unalloyed) titanium. Exposed impellers/propellers shall not be acceptable.
 - 3. Shaft: The Submersible Mixer System mixing assembly shall mount directly to the submersible motor shaft, without the need of extension shafts and exposed bearings.
 - 4. Chemical Inlet Housing: The chemical chamber shall be of Kynar construction.
 - 5. Wetted Parts: All wetted parts of the mixer (excluding the motor) shall be of Kynar or Grade 2 titanium.
 - 6. Mixer shall utilize a Safe T Seal Tip for injecting chemical into the path of the process, to minimize scale buildup on equipment.
 - 7. Motor:
 - a. The motor shall be all 316 stainless steel construction, 460 Volt, 3 phase, 60 Hz, Class B insulation, with a hermetically sealed, externally water-cooled enclosure.
 - b. The motor windings shall be hermetically sealed and resin-filled in an all-welded 316 stainless steel shell for moisture resistance.
 - c. The motor thrust bearing shall have a design allowing for a minimum load of 1500 lbs.
 - d. Each motor shall have a Hand/Off/Auto control panel which includes all required starters, relays, and associated components for proper operation. The panel shall conform to NEMA 4X & UL508A standards.
 - 8. Power Cables:
 - a. The Submersible Mixer System shall be furnished complete with a power cable 25ft long.
 - b. The cable shall have UL and CSA approved insulation.
- C. Accessories
 - 1. Mounting System - The manufacturer shall supply:
 - a. Type 316 stainless steel adjustable mounting stand for each submersible mixer.

- b. The stand shall have a 2" female pipe thread connector to attach lifting standpipe for chemical feed lines and power cords.
 - c. Stand shall also include lifting eyebolts for a lifting cable connection.
 - d. A 35ft lifting cable to be supplied with each mixer. For lifting with a crane
 - e. System to be mounted on the floor of the contact chamber and will not require bolts or anchoring to hold the system in place.
- D. Pre-Wired Motor Control Panel
 - 1. Provide a control panel per the manufacturer's standard specification.
 - 2. Each Submersible Mixer System shall have a prewired control panel with a submersible motor protection system as recommended by the manufacturer.
 - 3. The control panel shall have a hand-off-automatic control switch and status indicating pilot lights for run, alarm, and power.
 - 4. Control Functions:
 - a. Under normal operating conditions the control panel shall function to control the start and stop the operations of the Submersible Mixer System, either locally or remotely.
 - b. The control panel shall function to monitor the Submersible Mixer System for overcurrent and protection.
 - c. A contact signal from the submersible mixer control panel, accessible via terminals in the panel by the customer, shall indicate an alarm condition for remote monitoring.
 - d. The customer shall be able to monitor run and stop status of the submersible mixer via contacts brought to field terminals for remote alarm monitoring.

PART 6 - EXECUTION

6.01 INSTALLATION

- A. Shipping: FOB Destination
- B. Packaging: The Contractor is to assume responsibility for packaging to prevent damage during site storage
- C. Installation shall meet or exceed all applicable federal, state and local requirements, referenced standards and conform to codes and ordinances of authorities having jurisdiction.
- D. The Contractor shall install the specified equipment per the contract documents and manufacturer's recommendations.
 - 1. The Contractor shall obtain and provide a manufacturer's certificate showing the satisfactory calibration and testing of the equipment.

2. An authorized manufacturer's representative shall inspect the installation of all work furnished under this section and shall provide a certificate of proper installation.

6.02 MANUFACTURER'S SERVICES

- A. The manufacturer or manufacturer's authorized distributor or representative shall provide the following:
 1. Services of an experienced, Authorized Representative who shall be present at the job site or classroom designated by the City for the minimum person-days listed for the services shown below:
 - a. One person-day per site for inspection, start-up, functional testing and certificate of proper installation.
 - b. One person-day per site for training and commissioning.
 - c. Supplier to have person onsite for any adjustments or troubleshooting any issues with no additional cost to the City.
 2. All services shall be inclusive of travel and associated expenses.

6.03 WARRANTY

- A. The submersible mixer manufacturer shall provide a minimum 12-month warranty on the Submersible Mixer System from the date of start-up by an authorized technician or 18 months from the date of shipment.

END OF SPECIFICATIONS

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SECTION 4 – STANDARD PURCHASE DEFINITIONS

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

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

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

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

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SECTION 5 – GENERAL TERMS AND CONDITIONS

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

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

1. ACCEPTANCE BY CITY

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

2. ADDENDUM

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

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

3. ADDITIONAL GOODS

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

4. ANTI-COLLUSION STATEMENT

By submitting this Response to a Formal Solicitation, the Vendor affirms that this Response is without previous understanding, agreement, or connection with any person, business, or corporation submitting a Response for the same materials, supplies, or equipment, and that this

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

5. APPLICABLE LAWS

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

6. ASSIGNMENT

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

7. AUTHORITY TO CONDUCT BUSINESS IN FLORIDA:

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

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

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

8. AWARDS

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

of the City's Purchasing Policy.

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

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

9. AWARD AND EXECUTION OF CONTRACT:

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

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

10. BID RETURNS

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

11. BID PROTEST

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

- a. As soon as possible after receipt, the Purchasing Manager shall provide written bid protest to City Manager, City Attorney, Department Head involved, and Supervisor directly involved in the acquisition. Purchasing Manager shall schedule within seven (7) business days, excluding weekends and holidays, a meeting with the above-mentioned

individuals or designee and protestor. The intent of the meeting is to provide a review and/or solution prior to going before Council. After reviewing all relevant information, the City Manager shall render a decision.

- b. If the protestor disagrees, he may appeal to the City Council at a formal council meeting. After reviewing the evidence, the City Council will issue their decision. The City Council's decision is final; however, the protestor can appeal the decision to the Circuit Court in Volusia County, Florida within thirty (30) days of the City Council's final decision. Decisions at all levels shall be in writing to the protestor.
- c. If the protestor disagrees, he may appeal to the City Council at a formal council meeting. After reviewing the evidence, the City Council will issue their decision. The City Council's decision is final; however, the protestor can appeal the decision to the Circuit Court in Volusia County, Florida within thirty (30) days of the City Council's final decision. Decisions at all levels shall be in writing to the protestor.

12. BID/PROPOSAL TABULATION

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

13. BONDS

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

14. CERTIFICATE OF INSURANCE

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

15. CHANGE ORDERS

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

16. CHANGE ORDER REQUEST NOTIFICATION

The Successful Contractor is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar day's advance notice for any anticipated changes to time and/or scope of the awarded Contract.

The Contractor **shall not** continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City.

17. CLEAN UP

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

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

18. CONDUCT OF VENDORS

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

19. CONE OF SILENCE

The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the execution of the award. The Cone of Silence is defined as the period beginning with the issuance of the solicitation document and continues through the execution of the award document. During this time vendors, service providers and the like are prohibited from all communications regarding the solicitation with City staff, City consultants, City legal counsel, City Agents, or elected officials.

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

Exceptions to the Cone of Silence:

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

20. CONFLICT OF INTEREST

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

21. CONFLICT OF INSTRUCTIONS

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

22. CONTRACT

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

23. CONTRACT OBLIGATION

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

24. CONTRACT RENEWALS

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

25. COOPERATIVE PURCHASING

The City Manager may elect to purchase through or join with other governmental units in cooperative purchasing ventures when the best interest of the City would be served thereby, provided the same is in accordance with all applicable laws. In the event the City Manager should elect to purchase through or join with other governmental agencies in cooperative purchasing

ventures, all purchases in excess of twenty-five thousand dollars (\$25,000.00) shall require council approval before the purchasing contracts are entered into. (Code 1981, § 8-33, Ord. 1997-22, § 5. 5-6-1997; Ord. No. 2004-15, § 4, 7-20-2004)

26. COPYRIGHT AND PATENT RIGHTS

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

27. COST INCURRED BY VENDOR

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

28. DAMAGE

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

29. DEBARMENT HISTORY

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

30. DEFAULT PROVISIONS

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

31. DELIVERY OF GOODS/SERVICES

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

Delivery dates pertaining to this invitation must be clearly stated in the bid form where required and include weekends and holidays. Failure to comply with this requirement may be a cause for disqualification of bid. Unless otherwise specified, delivery at the earliest date is required.

The Vendor shall clearly state in the Response the time required for delivery upon receipt of contract or purchase order. Proposed delivery time must be specific and such phrases "as required," "as soon as possible" or "prompt" may result in disqualification of the bid. Delivery time will be a factor for any orders placed as a result of this Response. The City reserves the right

to cancel such order(s) or any part thereof, without obligation, if delivery is not made within the time(s) specified herein and hold the vendor in default.

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

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

32. DETERMINATION OF LOWEST AND BEST RESPONSIBLE BIDDER/PROPOSER

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

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

33. DISCLOSURE OF CONFLICTS

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

The Vendor shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under the Solicitation.

34. DISQUALIFICATION OF BIDDER/PROPOSER

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

35. EVALUATION

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

36. EXCEPTIONS TO SPECIFICATIONS

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

37. E-VERIFY

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

38. FACILITIES

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

39. FAILURE TO RESPOND

If the vendor elects not to bid, please return the enclosed "Bidder Acknowledgement Form" by the bid due date and state the reason(s) for not bidding. Failure to respond, either by submitting

a bid, or by submitting a "Statement of No Bid", three (3) times, shall result in the vendor's name being removed from the City's mailing list.

40. FINANCIAL STABILITY

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

41. FORCE MAJEURE

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

42. GOVERNING FORMS

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

43. GOVERNING LAW

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

The City of Port Orange is also governed by the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, as the method of selecting architects, engineers and land surveyors. The City has utilized the procedures in the Act for Professional counselors, environmentalists, planners, general contractors, computer systems, designers, telecommunications consultants, maintenance technicians, financial services and other professional services.

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

44. GRANT FUNDING

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

45. HIPAA COMPLIANCE

The Vendor agrees to comply with the Standards for Privacy of Individually Identifiable Health Information of the Health Insurance Portability and Accountability Act of 1996, PL 104-191,

45 CFR Parts 160-164, as amended, referred to as "HIPAA," to the extent that the Vendor uses, discloses or has access to protected health information as defined by HIPAA.

46. IDENTICAL TIE BIDS

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

47. INDEMNIFICATION/HOLD HARMLESS

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

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

48. INDEPENDENT CONTRACTOR

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

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

the Vendor's employees performed in connection with the Contract.

49. INSPECTIONS AND TESTING

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

50. INSURANCE CANCELLATION

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

51. INSURANCE REQUIREMENTS

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

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

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A-" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Contractor shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

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

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

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

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Standard Insurance Requirements			
	Insurance	Standards	Additional Requirements
REQUIRED	<u>Workers' Compensation</u> The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept elective exemptions. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit Form Exhibit.	<u>Contract Amount Limits</u> Up to \$10 million Statutory/\$500,000 \$10 - \$20 million Statutory/\$1,000,000 Contracts over \$20 million To Be Determined by the City.	☐ If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐ If vessels involved, Jones Act coverage with limits of \$500,000 required.
REQUIRED	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$1,000,000 occurrence \$1,000,000 aggregate	☐ When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
REQUIRED	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	<u>Limits:</u> Auto Liability Body Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate	
Additional Insurance Requirements			
	Property Insurance Builders Risk. <u>Additional Coverage:</u>	Limits: Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☐	Professional Liability	Limits: Coverage - \$1,000,000	
☐	Installation Floater (IT)	Limits: Coverage - \$ <u>To be determined.</u>	
☐	Contractor Pollution Liability	Limits: Coverage - \$1,000,000	
☐	Errors and Omissions	Limits: Coverage - \$1,000,000	
☐	Umbrella Policy	Limits: Coverage - \$ <u>To be determined.</u>	
REQUIRED	Payment and Performance Bond Required	Limits: Coverage - Equal to amount of Contract.	
☐	City Manager waives Payment and Performance Bond for work under \$25,000.00.		
☐	Unless otherwise required by law, City Manager waives Insurance for FOB goods under \$25,000.00.		

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52. INVOICES AND PAYMENTS

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

53. IRREVOCABILITY OF RESPONSES

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

54. LATE SUBMISSIONS, LATE MODIFICATIONS AND LATE WITHDRAWALS

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

55. LEGAL REQUIREMENTS

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

56. LICENSES, PERMITS AND TAXES

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

57. LITERATURE (if applicable):

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

58. LOCAL PREFERENCE

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

(a) Competitive Bids

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

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

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

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

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

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

59. **MAINTENANCE**

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

60. **NAME BRANDS**

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

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

61. NON-DISCRIMINATION

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

62. NON-EXCLUSIVITY OF CONTRACT

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

63. NON-PERFORMANCE:

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

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

64. NOTICE TO CONTRACTOR

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

65. OPTIONAL CONTRACT USAGE

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

66. OTHER AGENCIES

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

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

67. PATENTS/COPYRIGHTS

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

68. PRE-BID CONFERENCE OR PRE-PROPOSAL CONFERENCE

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

69. PREPARATION OF RESPONSES

In preparing Responses, the Proposal Form, the Bid Form (when a Bid Bond is permitted as proposal security), Certificate as to Corporate Principal, Public Entity Crimes Statement, Anti-Collusion Statement, and Drug Free Preference Statement must be properly executed in ink. Upon the prescribed Schedule of Unit Prices, all bid prices shall be typewritten or written in ink, or electronically imputed in the blank spaces for each item, with the amounts extended if a unit price bid, and all amounts totaled. The sum of the Total Bid as calculated from the individual items, Schedule of Unit Prices, shall equal the Total Price. Except as provided below, bids containing substitutions or combinations of alternates will not be considered unless such substitutions or combinations are specifically authorized by the Proposal. The Vendor shall sign his/her name and give his/her business address in the spaces provided therefore. If the Proposal is made as a partnership, it shall be signed by all partners; if made by a corporation, it shall be signed in the name of the corporation by one of the officers thereof and shall have affixed the seal of the corporation.

70. POSTPONEMENT / CANCELLATION / WAIVER OF IRREGULARITIES

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

71. PRICING

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

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

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

72. PRODUCTS/ESTIMATES:

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

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

73. PROPRIETY INFORMATION

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

74. PROTECTION

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

75. PUBLIC ENTITY CRIMES

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

76. PUBLIC RECORDS COMPLIANCE

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

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

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

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

77. PUBLIC RECORDS/PUBLIC MEETINGS EXEMPTION STATEMENT

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

78. PURCHASE ORDER AND DELIVERY

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

79. QUALITY

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

80. QUESTIONS, INTERPRETATIONS

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

81. RECORDS/AUDIT

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

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

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

82. RECYCLED MATERIALS

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

83. REJECTING OF RESPONSES, REBIDDING

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

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

84. REQUEST FOR ADDITIONAL INFORMATION

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

85. REVIEW OF RESPONSES/SUBMISSIONS

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

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

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

87. RIGHT OF WITHDRAWAL

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

88. RIGHTS TO SOLICITATION SUBMITTED MATERIAL

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

89. RULES, REGULATIONS AND LICENSING REQUIREMENT

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

90. SAMPLES

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

91. SEPARATION AND DISTRIBUTION

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

92. SEVERABILITY

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

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

93. SIGNATURE REQUIRED

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

94. SIGNED RESPONSE CONSIDERED AN OFFER

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

95. SILENCE OF SPECIFICATIONS

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

96. SOLICITATION FORM COMPLETION, SUBMISSION AND RECEIPT OF RESPONSES

Unless otherwise specified, Vendors shall use the Solicitation forms supplied by the Purchasing Division. Responses shall be typewritten or handwritten in ink and shall bear the original signature of the Vendor's authorized representative. Responses containing erasures or corrections must be initialed by the Vendor in ink. Responses shall be submitted by mail or hand delivery only. No Response will be accepted by facsimile transmission, e-mail or other electronic delivery. Responses submitted by mail shall be addressed to: Joseph Castro, Buyer, Purchasing Office, a division of the Finance Department, Port Orange City Hall, 1000 City Center, Port Orange, Florida 32129. Responses submitted by hand delivery shall be delivered to: City Clerk, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129. Responses will be accepted until 2:30 p.m. on the date indicated in the Solicitation documents or as addenda issued by the City. One (1) sealed envelope or package shall be submitted. The sealed envelope/package must contain the required forms and price proposals, where applicable, and will be evaluated and deemed responsive or non-responsive. All Responses deemed non-responsive will be returned to the Vendor and will not be opened.

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

97. STATE LICENSING REQUIREMENTS

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

98. SUBCONTRACTING

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

99. SUPPLEMENTAL MATERIALS

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

100. TAXES

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

101. TERM CONTRACTS

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

102. TERMINATION CONVENIENCE – NOTICE

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

103. TERMINATION - NOTICE

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

104. TITLE TRANSFER

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

105. UNBALANCED BID

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

106. USE OF SOLICITATION FORMS

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

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

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

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

107. VARIANCES

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

108. VENDOR'S PRODUCT OR SERVICES

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

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

109. WAIVER OF IRREGULARITIES

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

110. WARRANTIES

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

[Remainder of this page left intentionally blank]

SECTION 6 – SPECIAL REQUIREMENTS/INSTRUCTIONS

PERIOD OF OFFER VALIDITY:

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

CONTRACT TERM:

The term of the contract shall be from the Notice to Proceed. Substantial completion will be Two Hundred & Seventy (270) days maximum from the Notice to Proceed and Ninety-Five (95) calendar days for final completion.

PAYMENT and PERFORMANCE BONDS:

Upon award, the successful bidder shall furnish and pay for a satisfactory contract one hundred percent (100%) Payment and Performance Bond to be recorded by the City, with the Clerk of the Circuit Court, Volusia County, Florida and to enter into a contract for services with the City of Port Orange.

TIME-LINE:

- A. Notice of Award: after bid opening and complete review of submitted bid information.
- B. Notice to Proceed: TBD by Public Works
- C. Start Date and Time: After Pre-Construction Meeting
- D. Substantial Completion Time: Not to exceed Two Hundred and Seventy (270) from the date of the Notice to Proceed.
- E. Final Completion Time: Ninety-Five (95) 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.

ELIGIBILITY OF VENDOR:

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

LICENSES AND PERMITS

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

NOTICE:

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

WARRANTY:

The manufacturer will provide all warranties within the specifications and a warranty for labor, materials and workmanship for a minimum period of one year from the time that the CITY issues its final acceptance certificate for the service.

SAFETY:

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

REPAIR OF DAMAGES:

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

SITE CLEANLINESS:

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

[Remainder of page left intentionally blank]

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

- _____ Form 7.2 – Vendor’s Acknowledgement
- _____ Form 7.3 – Addendum and Change Order Procedure Acknowledgement
- _____ Form 7.4 – Drug Free Preference Statement
- _____ Form 7.5 – Public Entity Crimes Statement
- _____ Form 7.6 – Affidavit of Anti-Collusion
- _____ Form 7.7– Statement of Vendor’s Qualifications
- _____ Form 7.8 – Professional References for Previous Experience
- _____ Form 7.9 – Listing of Subcontractors
- _____ Form 7.10 – Local Business Affidavit of Eligibility
- _____ Attachment 1 – Bid Proposal
- _____ Copy of License (Contractor, Sunbiz, etc.)
- _____ Submission of one (1) original marked “ORIGINAL” and one (1) digital (CD or flash drive) version in PDF format.

BY: _____

Name of Business

Authorized Signature

Date

This document must be completed and returned with your Submittal

FORM 7.2 – VENDOR’S ACKNOWLEDGEMENT FORM

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

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

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

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

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

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

NO EXCEPTIONS ALLOWED AFTER THE BID IS SUBMITTED:

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

NAME OF BUSINESS

MAILING ADDRESS

AUTHORIZED SIGNATURE

CITY, STATE & ZIP CODE

NAME, TITLE, TYPED

TELEPHONE NUMBER / FAX NUMBER

FEDERAL IDENTIFICATION #

E-MAIL ADDRESS

STATE OF _____ COUNTY OF _____

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

My Commission Expires:

Notary Public

This document must be completed and returned with your Submittal

FORM 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

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

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

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

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

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

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

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

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

Name of Business

By: _____
Printed Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

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

[Notary: Please select one]

- ☐ is personally known to me; or
☐ has produced _____ as identification.

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

This document must be completed and returned with your Submittal

FORM 7.4 – DRUG-FREE PREFERENCE STATEMENT

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

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

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

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

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

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

(NAME)

(TITLE)

_____ and who:

(NAME OF ORGANIZATION)

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

This document must be completed and returned with your Submittal

Printed, typed or stamped name, commission and expiration:

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

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

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

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

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

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

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

This document must be completed and returned with your Submittal

Printed, typed or stamped name, commission and expiration:

FORM 7.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT BID FORM:

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

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

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

NAME OF FIRM: _____

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

PRINTED SIGNATURE: _____

TITLE: _____

ADDRESS: _____

CITY: __ STATE: _____ ZIP CODE: _____

TELEPHONE: _____ FAX: _____

COMPLETION TIME: _____

F.E.I.N. NUMBER: _____

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

NO BID (REASON): _____

This document must be completed and returned with your Submittal

FORM 7.7 – STATEMENT OF VENDOR’S QUALIFICATIONS

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

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

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

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

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

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

Notary Public, State of _____

Printed, typed or stamped name,
commission and expiration:

FORM 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

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

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

(Do not include the City of Port Orange)

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

This document must be completed and returned with your Submittal.

LISTING OF PREVIOUS EXPERIENCE

Commercial Client List

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

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

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

This document must be completed and returned with your Submittal.

FORM 7.9 – LISTING OF SUBCONTRACTORS

The Vendor proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. Upon approval of subcontractors listed, the successful Vendor shall not substitute subcontractors without approval from the City. Vendor shall attach additional sheets as necessary. Please mark N/A for no subcontractors.

Subcontractor No. 1

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 2

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 3

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 4

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 5

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

This document must be completed and returned with your Submittal

FORM 7.10 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

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

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

BUSINESS NAME: _____

CONTACT PERSON/TITLE: _____

MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

Length of Time at Address Provided: _____

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

FEIN (Federal Employer Identification Number): _____

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

PHONE NUMBER: _____ FAX: _____

EMAIL: _____

ATTESTATION – I understand that:

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

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

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

SWORN AND SUBSCRIBED BEFORE ME

NOTARY SEAL

SIGNATURE OF NOTARY PUBLIC

THIS _____ DAY OF _____, 20____

My Commission Expires: _____

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

BID COST/FEE PROPOSAL:

		"ATTACHMENT 1" ITB 21-01 SCHEDULE OF UNIT PRICING			
		BID FORM			
		CITY OF PORT ORANGE			
		ITB 21-01			
WATER RECLAMATION FACILITY CHLORINE SKID WITH MIXER					
Completed "Attachment 1" Schedule of Unit Pricing Bid form MUST be included with Bid Submission					
Instruction to save Attachment from DemandStar website: Perform "File Save As" and save spreadsheet to your computer. Fill in pricing in highlighted cells electronically.					
Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated, if submitted electronically.					
NAME OF BUSINESS:					
CONTACT PERSON:					
EMAIL ADDRESS:					
AUTHORIZED SIGNATURE:					
ITEM	DESCRIPTION	UOM	QNTY	UNIT PRICE	EXTENDED AMOUNT
1	SKID MOUNTED FEED SYSTEM PER SPECIFICATIONS	EA	1	\$0	\$0.00
2	LOCAL CONTROL PANEL PER SPECIFICATIONS	EA	1	\$0	\$0.00
3	SUBMERSIBLE MIXER SYSTEM PER SPECIFICATIONS	EA	1	\$0	\$0.00
				TOTAL BASE BID	\$
4	Number of days to complete project upon receipt of Notice to Proceed:	DAYS _____			
5	Shall warranty all materials and labor for:	DAYS _____ MONTHS _____ YEARS _____			
6	Shall warranty all workmanship for:	DAYS _____ MONTHS _____ YEARS _____			
7	Shall warranty the metering pump mechanical drive for:	DAYS _____ MONTHS _____ YEARS _____			
8	Shall warranty the metering pump liquid end, pump accessories, and the skid-mounted system for:	DAYS _____ MONTHS _____ YEARS _____			
9	Shall warranty the Submersible Mixer System for:	DAYS _____ MONTHS _____ YEARS _____			

This document must be completed and returned with your Submittal

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

PAYMENT AND PERFORMANCE BOND

(Public Works)

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

BOND NO. _____

PRINCIPAL:

Developer or Contractor: _____

Principal Business Address: _____

Contact Person: _____

Phone Number: _____

SURETY:

Address: _____

Contact Person: _____

Phone Number: _____

OWNER:

City of Port Orange, Florida, a chartered municipal corporation
1000 City Center Circle

Port Orange, Florida 32129-4144

Contact Person: _____

Phone Number: _____
(386) 500-5501

Amount: \$ _____

**City Project Number: ITB 21-01 Wastewater Reclamation Facility
Chlorine Skid with Mixer**

Description of Work: Wastewater Reclamation Facility Chlorine Skid with Mixer

Project Location: Portions of City of Port Orange Wastewater Reclamation Facility, 817 Oak Street, Port
Orange, Florida 32127

Legal Description: Portions of Parcel ID#: 6341-04-01-0341
See Exhibit "A"

Front Page

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

**City of Port Orange 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.

FOR INFORMATIONAL PURPOSES ONLY

EXHIBIT "A"

ITB 21-01 Wastewater Reclamation Facility Chlorine Skid with Mixer

Bond No. _____

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

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

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

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain EJCDC Contract, having an effective date of _____, entered into by and between the Principal and the City, for Wastewater Reclamation Facility Chlorine Skid with Mixer, 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 _____, 20__.

Attest:

(Principal)

(As to Corporate Principal) Secretary

By: _____

(Witness to Principal)

(Corporate Seal)

(Surety)

(Witness to Surety)

By:
Name: _____

(Attorney-in-Fact)

(Corporate Seal)

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

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

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

LEASED EMPLOYEE AFFIDAVIT

EXHIBIT CONTRACT # _____

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

OR

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

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

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

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

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

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

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

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

Name of Contractor: _____

Signature of Owner/Officer: _____

Title: _____ **Date:** _____

AFFIDAVIT REGARDING WORKERS' COMPENSATION

IMPORTANT

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

State of _____

County of _____

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

WITNESS:

By: _____

Name: _____

CONTRACTOR:

Company: _____

By: _____

Name/Title: _____

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

My Commission Expires: _____

Notary Public

Notary Public Printed Name



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 20____, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and _____, a _____ corporation whose principal address is _____ ("Contractor"). The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

- (a) The Contractor hereby agrees to provide accessories and installation of a new sodium hypochlorite skid system with process mixers for wastewater disinfection, and as more specifically described in Intent to Bid 21-01 ("ITB 21-01"). This Contract together with ITB 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, of ITB 21-01 and the Bid Tabulation as submitted by Contractor in Contractor's Proposal are attached hereto as Exhibit "1." A complete copy of ITB 21-01 is 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 be effective on the last date the Contract is signed by the Parties ("Effective Date"). Work shall be substantially completed within 270 days issuance of a written Notice to Proceed, with final completion 365 days thereafter ("Term").

Manner and Place: The work shall be 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 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 Contractor at the prices set forth in Exhibit "1" attached hereto, subject to a limit up to but not to exceed _____/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 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 60 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 bidder responsible for excess costs incurred as a result. City Council may elect to refrain from doing business with the bidder as stipulated in City Code 2-276 Suspension and Disbarment.

8. Examination of Records

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

(b) The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such contractor involved in transactions related to such subcontract of 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 Exhibit Form. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A-" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Contractor shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

Contractor shall require and ensure each of its subcontractors to maintain, until the completion of the subcontractor's work, insurance of the types and to the limits set forth herein. All insurance coverages shall be primary and non-contributory. All insurance coverages of the subcontractors shall not seek contribution from any other

insurance or self-insurance available to the City. The Contractor is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Contractor to ensure the subcontractors maintain the required coverage, shall not relieve the Contractor of any contractual responsibility, obligation or liability.

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

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

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

Standard Insurance Requirements			
	Insurance	Standards	Additional Requirements
☒	<u>Workers' Compensation</u> The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept elective exemptions. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A)	<u>Contract Amount</u> Up to \$10 million <u>Limits</u> 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)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$1,000,000 occurrence \$1,000,000 aggregate	☐ When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
☒	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	<u>Limits:</u> Auto Liability Bodily Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate	
Additional Insurance Requirements			

☒	Property Insurance Builders Risk. <u>Additional Coverage:</u>	Limits: Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☐	Professional Liability	Limits: Coverage - \$1,000,000	
☐	Installation Floater (IT)	Limits: Coverage - \$ <u>To be determined.</u>	
☐	Contractor Pollution Liability	Limits: Coverage - \$1,000,000	
☐	Errors and Omissions	Limits: Coverage - \$1,000,000	
☐	Umbrella Policy	Limits: Coverage - \$ <u>To be determined.</u>	
☒	Payment and Performance Bond Required	Limits: Coverage - Equal to amount of Contract.	
☐	City Manager waives Payment and Performance Bond for work under \$25,000.00.		
☐	Unless otherwise required by law, City Manager waives Insurance for FOB goods under \$25,000.00.		

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

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

14. Modifications or Changes to this Contract

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

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

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

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

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

for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

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

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

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

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

19. Inspection

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

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

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

20. Liability for Loss or Damage.

(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.

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

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

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

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

22. Disputes. The 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.

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

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

25. Additional Provisions. This Contract includes all additional provisions as may have been outlined in 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.

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

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

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

Copy to: City of Port Orange
Attention: Lynn Stevens, Public Works and Utilities Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5575

Contractor: _____
Attention: _____, President

() - Telephone
() - Facsimile
@ - E-Mail

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

28. Contract Construction

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

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

[Remainder of this page intentionally left blank]

FOR INFORMATIONAL PURPOSES ONLY

Witnesses: _____

Printed Name: _____

Printed Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization, this _____ day of _____, 2____, by _____, as President of _____, a _____ corporation. He/She is _____ personally known or _____ produced _____ as identification.

By: _____, 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: _____

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

FOR INFORMATIONAL PURPOSES ONLY

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Donald O. Burnette, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 20__, 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 _____, 20__, by Robin L. Fenwick, as City Clerk 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:



End of Solicitation Documents



REVISED NOTICE OF INTENT TO AWARD

ITB # 21-01

WATER RECLAMATION FACILITY CHLORINE SKID WITH MIXER

Date February 4, 2021

On December 23, 2020, Purchasing received one (1) bid submittal for ITB # 21-01, Water Reclamation Facility Chlorine Skid With Mixer.

After review of the response, City Staff has made a recommendation to award to the lowest responsive and responsible bidder, Trinova Inc. of Lakeland, FL 33811 for the total amount of \$174,183.00.

The recommendation will be presented for City Council approval on March 2, 2021.

Joseph Castro
Buyer



CITY OF PORT ORANGE

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

ADDENDUM NO. # 1

December 16, 2020

ITB #21-01 Water Reclamation Facility Chlorine Skid with Mixer

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 18, 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:**

None

B. **CHANGES TO SPECIFICATIONS:**

None

C. **QUESTIONS AND ANSWERS:**

Question No.1: Are there any drawings?

Answer: There are no drawings for this solicitation.

In all other respects, except as specifically stated herein, the subject ITB #21-01 Water Reclamation Facility Chlorine Skid with Mixer remains unchanged.

END OF ADDENDUM NO. #1

Joseph Castro

Buyer

jcastro@port-orange.org

FORM 7.2 – VENDOR'S ACKNOWLEDGEMENT FORM

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

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

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

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

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

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

NO EXCEPTIONS ALLOWED AFTER THE BID IS SUBMITTED:

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

Proposal is for equipment and start-up only, no installation is
Included

NAME OF BUSINESS

Trinova inc

MAILING ADDRESS

2401 Drane Field Road

AUTHORIZED SIGNATURE



CITY, STATE & ZIP CODE

Lakeland, FL 33811

NAME, TITLE, TYPED

TELEPHONE NUMBER / FAX NUMBER

Chad Kloft Chemical Feed Sales Mgr 863-682-4500

FEDERAL IDENTIFICATION # 63-0517031

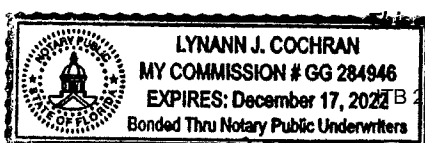
E-MAIL ADDRESS FLSales@TRINOVA INC. com

STATE OF Florida COUNTY OF Polk

The foregoing instrument was acknowledged before me this day of December 15 2020 by Chad Kloft, who is personally known to me or who has produced an identification and who did take an oath.

My Commission Expires:


Notary Public



This document must be completed and returned with your Submittal

B 21-01 WATER RECLAMATION FACILITY CHLORINE SKID WITH MIXER

Page 55 of 84

FORM 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

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

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

Addendum # 0 Date: 11/18/20 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:

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

TRINOVIA INC

Name of Business

By: _____

Printed Name: Chad Kloft

Title: Chem Feed Sales MGR

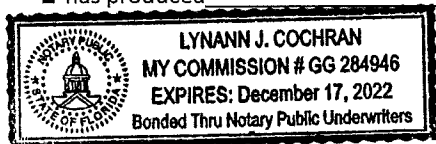
STATE OF Florida
COUNTY OF Polk

Sworn to (or affirmed) and subscribed before me this 15th day of December, 2020, by
Chad Kloft, as Chem Feed Sales MGR of
(NAME) (TITLE)
Tr. Nova and who:
(NAME OF ORGANIZATION)

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.



Signature of Notary Public

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 7.4 – DRUG-FREE PREFERENCE STATEMENT

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

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

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

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

TRINOVA Inc
Name of Business
By: [Signature]
Printed Name: Chad Klotz
Title: Chem Feed Sales MGR

STATE OF Florida
COUNTY OF Polk

Sworn to (or affirmed) and subscribed before me this 15th day of December, 2020, by
Chad Klotz (NAME) as Chem Feed Sales MGR (TITLE) of
Trinova and who:
(NAME OF ORGANIZATION)

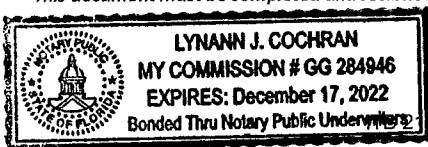
[Notary: Please select one]

- ☒ is personally known to me; or
☐ has produced _____ as identification.

[Signature]
Notary Public, State of _____

This document must be completed and returned with your Submittal

Printed, typed or stamped name, commission and expiration:



01 WATER RECLAMATION FACILITY CHLORINE SKID WITH MIXER

Page 57 of 84

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 Chad Kloft, who, being by me first duly sworn, made the following statement:

1. The business address of 2401 Drane Field Road Lakeland FL (name of Offeror or business) is Trinova Inc.
2. My relationship to Trinova Inc (name of Offeror or business) is Sales Manager (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. ~~There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____ . A copy of the order of the Division of Administrative Hearings is attached to this statement. (Draw a line through paragraph 7 if paragraph 6 above applies.)~~

TRINOVA INC
Name of Business

By: [Signature]
Printed Name: Chad Kloft
Title: Chem Feed Sales MGR

STATE OF Florida
COUNTY OF Polk

Sworn to (or affirmed) and subscribed before me this 15th day of December, 2020 by Chad Kloft, as Chem Feed Sales MGR of Trinova and who:

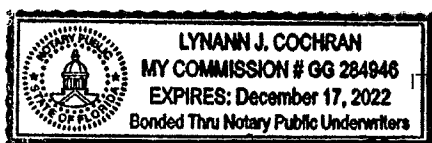
[Notary: Please select one]

- ☒ is personally known to me; or
☐ has produced _____ as identification.

[Signature]
Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal



FORM 7.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT BID FORM:

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

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

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

NAME OF FIRM: Trinova Inc

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

PRINTED SIGNATURE: _____

TITLE: Chemical Feed Sales Manager

ADDRESS: 2401 Drane Field Road

CITY: ^{FL} STATE: Lakeland ZIP CODE: 33811

TELEPHONE: _____ FAX: 863-682-4500 863-687-0077

COMPLETION TIME: 90 Days After Approved Submittal

F.E.I.N. NUMBER: 63-0517031

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

NO BID (REASON): _____

This document must be completed and returned with your Submittal

FORM 7.7 – STATEMENT OF VENDOR'S QUALIFICATIONS

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

- A. Name of Vendor. Trinova Inc
- B. Permanent main office address. 2401 Drane Field Road Lakeland Fl 33811
- C. Date organized. 1954
- D. If a corporation, where incorporated. Mobile, Al
- E. How many years have you been engaged in the contracting business under your present firm or trade name? over 50 years
- 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. Manufacturers Rep / w/ Service Techs
- 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.
- K. List your major equipment currently owned or leased.
- L. Experience in work similar to this type of project. Mechanical Installation of Chemical Feed Skids
- M. Background and experience of the principal members of your organization, including the officers.
- N. Credit currently available: \$ _____
- O. Give bank reference: _____
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?
- Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Vendor's Qualifications.

TRINOVA INC

Name of Business

By: _____

Printed Name: Chad Kloft

Title: Chemical Feed Sales Mgr

STATE OF Florida
COUNTY OF Polk

Sworn to (or affirmed) and subscribed before me this 15th day of December, 2020, by
Chad Kloft, as Chemical Feed Sales Mgr
of Trinova and who:

[Notary: Please select one]

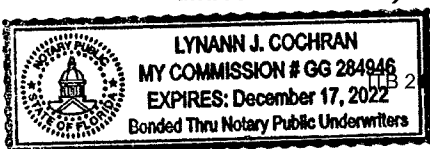
☒ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name,
commission and expiration:

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



FORM 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

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

Please provide three (3) current and correct references from clients for similar services.
(Do not include the City of Port Orange)

1. Company Name: Florida Power and Light
Contact Person: Howard Burke
City, State: Okeechobee FL
Telephone Number: 772-532-6348
Email Address: Howard.burke@fpl.com
Description of goods or
Services provided: Chemical Feed System Repairs
Contract Amount: 1 @ 12,000, 1 @ 20,000
Start/End Date of Contract: 8/10/20 & 12/10/20
2. Company Name: Town of Jupiter
Contact Person: Chris McKenzie
City, State: Jupiter FL
Telephone Number: 561-741-2605
Email Address: chrism@jupiter.fl.us
Description of goods or
Services provided: Fabrication and installation of Chemical feed skids
Contract Amount: Multiple
Start/End Date of Contract: 3/27/17, 9/26/17, 1/30/18,
3. Company Name: City of Fort Lauderdale - Five Ash Plant
Contact Person: Colin Leslie
City, State: Fort Lauderdale, FL
Telephone Number: 954-828-7840
Email Address: cleslie@fortlauderdale.gov
Description of goods or
Services provided: Installation of Chemical feed system pumps and piping
Contract Amount: Multiple
Start/End Date of Contract: 5/26/20 - 6/5/20

This document must be completed and returned with your Submittal.

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

LISTING OF PREVIOUS EXPERIENCE

Commercial Client List

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

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

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

This document must be completed and returned with your Submittal.

FORM 7.9 – LISTING OF SUBCONTRACTORS

The Vendor proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. Upon approval of subcontractors listed, the successful Vendor shall not substitute subcontractors without approval from the City. Vendor shall attach additional sheets as necessary. Please mark N/A for no subcontractors.

Subcontractor No. 1

Name: N/A

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 2

Name: N/A

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 3

Name: N/A

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 4

Name: N/A

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 5

Name: N/A

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

This document must be completed and returned with your Submittal

FORM 7.10 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

*This declaration is executed under penalty of perjury of the laws to the United States and State of Florida***THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:**RFSQ/RFP/ITN/BID/CONTRACT/PROJECT #(as applicable): ITB 21-01BUSINESS NAME: Trinova IncCONTACT PERSON/TITLE: Chad Kloft Chemical Feed Sales MgrMAILING ADDRESS: 2401 Drane Field RoadCITY-STATE-ZIP: Lakeland, FL 33811Length of Time at Address Provided: 5 YearsPhysical Presence of Business: ☒ Headquarters, ☒ Manufacturing Facility, or ☒ Locally Owned FranchiseAnd within Legal Boundaries: ☒ The City of Port Orange ☒ Volusia County ☒ The State of FloridaFEIN (Federal Employer Identification Number): 63-0517031BUSINESS STRUCTURE: ☒ Corporation ☒ LLC ☒ Partnership ☒ Sole Proprietorship☐ Other (Specify): _____PHONE NUMBER: 863-682-4500 FAX: 863-687-0077EMAIL: FLSALES@trinovainc.com**ATTESTATION – I understand that:**

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

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

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

SWORN AND SUBSCRIBED BEFORE ME

NOTARY SEAL

SIGNATURE OF NOTARY PUBLIC

THIS _____ DAY OF _____, 20__

My Commission Expires: _____

SIGNATURE OF AFFIANT _____ DATE _____

PRINTED NAME OF AFFIANT / TITLE _____

COMPANY _____

This document must be completed and returned with your Submittal



"ATTACHMENT 1" ITB 21-01 SCHEDULE OF UNIT PRICING
BID FORM
CITY OF PORT ORANGE
ITB 21-01

WATER RECLAMATION FACILITY CHLORINE SKID WITH MIXER

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

Instruction to save Attachment from DemandStar website:

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

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

NAME OF BUSINESS:	Trinova Inc
CONTACT PERSON:	Chad Kloft
EMAIL ADDRESS:	Chad.kloft@trinovainc.com
AUTHORIZED SIGNATURE:	

ITEM	DESCRIPTION	UOM	QNTY	UNIT PRICE	EXTENDED AMOUNT
1	SKID MOUNTED FEED SYSTEM PER SPECIFICATIONS	EA	1	\$47,101	\$47,101.00
2	LOCAL CONTROL PANEL PER SPECIFICATIONS	EA	1	\$12,115	\$12,115.00
3	SUBMERSIBLE MIXER SYSTEM PER SPECIFICATIONS	EA	1	\$114,967	\$114,967.00
				TOTAL BASE BID	\$174,183.00
4	Number of days to complete project upon receipt of Notice to Proceed:	DAYS_90 After Submittal Approval			
5	Shall warranty all materials and labor for:	DAYS _____ MONTHS_12_*_____ YEARS _____			
6	Shall warranty all workmanship for:	DAYS _____ MONTHS_12_*_____ YEARS_2_*_____			
7	Shall warranty the metering pump mechanical drive for:	DAYS _____ MONTHS _____ YEARS_2_*_____			
8	Shall warranty the metering pump liquid end, pump accessories, and the skid-mounted system for:	DAYS _____ MONTHS_12_*_____ YEARS _____			
9	Shall warranty the Submersible Mixer System for:	DAYS _____ MONTHS_12_*_____ YEARS _____			

* From date of Start-up



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 3/2/2021

Consent item: Yes

SUBJECT: (B7c) Approval of Amendment No. 1 to Contract No. CA6897 with Verdego, LLC (ITB 19-18)

DEPARTMENT: Public Works

GOAL:

RECOMMENDED MOTION: Move to approve Amendment No. 1 to the contract (CA6897) with Verdego LLC to remove a portion of the Dunlawton Avenue medians, Spruce Creek Road, west, to I-95; subject to City Attorney and City Manager review and approval of final contract documents; and authorizing the Mayor and City Clerk to execute all contract documents.

SUMMARY: On September 27, 2019, the City entered a Standard Contract for Services (CA6897) with Verdego LLC for the annual cost of \$254,794.06 for landscape maintenance on Nova Road, Ridgewood Ave., and Dunlawton Ave. (ITB 19-18, Major Thoroughfare Landscaping Maintenance).

The medians on Dunlawton Ave. were broken into segments in anticipation of the median re-construction from Spruce Creek Road west to I-95. These medians have since been improved under ITB19-15, Dunlawton Avenue Median Landscape Beautification project. The beautification project was awarded to Verdego LLC and a 1-year maintenance contract was part of the bid award.

Amendment No. 1 will remove the Dunlawton median sections, Spruce Creek Road, west, to I-95, from the current contract with Verdego LLC, CA6897, as these services will now be performed under the newly executed contract with Verdego LLC, CA6963. Amendment No. 1 will reduce the total annual cost under contract CA6897 to \$225,154.06.

Project No.: Funding Account No.:

Presenter: Lynn Stevens

ATTACHMENTS:

1.	VerdeGo, LLC Amendment No 1 to Standard Contract for Services Dated September 27, 2019	VerdeGo, LLC Amendment No 1 to Standard Contract for Services Dated September 27, 2019.pdf
2.	EXECUTED CA6897 Verdego Thoroughfare Landscape maint eff 10 1 2019 to 9 30 2022 with option to renew	EXECUTED CA6897 Verdego Thoroughfare Landscape maint eff 10 1 2019 to 9 30 2022 with option to

		renew.pdf
3.	RECORDED ITB 19-18 VerdeGo Payment and Performance Bond Major Thoroughfare Landscape Maintenanc	RECORDED ITB 19-18 VerdeGo Payment and Performance Bond Major Thoroughfare Landscape Maintenanc.pdf
4.	Department Justification Memo - Amendment 1 to Verdego CA6897	Department Justification Memo - Amendment 1 to Verdego CA6897.pdf

Kynah Cockcroft	Created/Initiated - 2/4/2021
Kynah Cockcroft	Approved - 2/4/2021
Julia Wiggins	Approved - 2/4/2021
Tom DiEulio	Approved - 2/4/2021
John Folk	Approved - 2/5/2021
Lynn Stevens	Approved - 2/8/2021
Lupe Reyna-Coffin	Approved - 2/8/2021
Scott Neils	Approved - 2/8/2021
Matthew Jones	Approved - 2/18/2021
Jamie Miller	Approved - 2/18/2021
Robin Fenwick	Final Approval - 2/19/2021

AMENDMENT NO. 1

THIS AMENDMENT NO. 1 OF STANDARD CONTRACT FOR SERVICES ("Amendment") is made and entered into the day and year set forth hereinafter by and between the **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation located at 1000 City Center Circle, Port Orange, Volusia County, Florida 32129-4144 (the "City"), and **VERDEGO, LLC** ("Contractor"), a Florida limited liability corporation whose principal address is 3335 North State Street, Bunnell, Florida 32110. The City and Contractor are collectively referred to herein as the "Parties."

WHEREAS, on the 27th day of September 2019, City and Contractor entered into Contract for Major Thoroughfare Landscape Maintenance, pursuant to Invitation to BID No. 19-18 (the "Contract"), and provides for an initial three (3) year term with the option to renew for up to two (2) one-year periods, upon mutual written agreement of the parties, subject to review and approval of the City Manager; and

WHEREAS, Contract includes landscape maintenance services for Dunlawton Avenue medians, from Spruce Creek Road, West, to I-95; and

WHEREAS, the Parties desire to amend Contract to remove the portion of landscape maintenance services for Dunlawton Avenue medians, from Spruce Creek Road, West, to I-95, as this portion of Dunlawton Avenue shall be maintained under ITB 19-15 SR421 Medians Maintenance Agreement dated February 10, 2021; and

WHEREAS, the Port Orange Interim City Manager has determined that the execution of this Amendment is beneficial to the citizens of the City of Port Orange.

NOW, THEREFORE, the Parties, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. The foregoing recitals are true and correct and incorporated herein.
2. Contract Exhibit "1" is hereby amended to remove the portion of landscape maintenance services for Dunlawton Avenue medians, from Spruce Creek Road, west, to I-95.
3. Counterparts. This Amendment 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 Amendment 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 Amendment.
4. All other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have signed, sealed, and delivered this Amendment on the day and year stated hereinafter.

Witnesses:

VERDEGo, LLC

By: _____

Terry McNitt, Jr., Managing Member

If this Contract is signed by an individual not identified as the Managing Member of the company 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 company.

Printed Name: _____

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2021, by Terry McNitt, Jr., as Managing Member of VerdeGo, LLC, a Florida limited liability corporation. He is ____ personally known or ____ produced _____ as identification.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Jamie L. Miller, Interim City Manager

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 Jamie L. Miller, as Interim City Manager 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:

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:



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this 27th day of September, 2019, 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 VERDEGO, LLC ("Contractor"), a Florida limited liability corporation whose principal address is 3335 North State Street, Bunnell, Florida 32110. The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

(a) The Contractor hereby agrees to provide all machinery, equipment, tools, materials, labor, supervision, transportation, supplies, insurance, proper safety measures, and all incidentals necessary to provide and perform the Total Base Bid for Major Thoroughfare Landscape Maintenance, and as more specifically described in Invitation to Bid 19-18 ("ITB 19-18") and Addendum No. 1 which are made a part hereof by reference. Contractor's Bid Proposal and Scope of Services referenced in ITB 19-18 are attached hereto as Exhibit "1," and made a part hereof by reference. A complete copy of ITB 19-18 and Addendum No. 1 is available in the Office of the City Clerk.

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

Initial 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 Three (3) years (the "Term").

Renewals: Upon written agreement of the Parties, this Contract may be renewed for two (2) one-year periods, subject to review and approval of the City Manager.

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

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

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

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

3. Contract Documents: The following forms are attached as Exhibit "2" and must be completed, signed, witnessed and notarized as indicated, and returned to the City prior to the commencement of any services by Contractor under this Contract:

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

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

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

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 21 of this contract concerning disputes.

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

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

9. Examination of Records

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

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

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

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

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

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

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

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

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

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

11. Termination for Non-Appropriation of Funds

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

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

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

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

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

Standard Insurance Requirements			
	Insurance	Standards	Additional Requirements
☒	Workers' Compensation <u>Additional Coverage:</u>	<u>Limits:</u> Coverage A - Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation	☐ If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐ If vessels involved, Jones Act coverage with limits of \$500,000 required.

☒	Comprehensive General Liability (including Completed Operations and Contractual Liability)	Limits: Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000 Aggregate	☐ When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
☒	Comprehensive Business, Automobile Liability to include all automobiles. Additional Coverage:	Limits: Auto Liability Bodily Injury: \$200,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence. Non-Owned, Hired Car	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage

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

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

14. Modifications or Changes to this Contract

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

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

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

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

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

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

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

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

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

19. Inspection

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

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

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

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

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

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

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

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

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

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 Contract. The decision by the City Manager shall be final and binding unless, within five (5) business days from the date of delivery of the decision of the City Manager, appeal is made to the City Council in writing and delivered to the City Clerk, Robin L. Fenwick, CMC. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence.

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

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.

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 Contract, notices shall be sent as follows:

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

Copy to: City of Port Orange
Attention: Lynn Stevens, Public Works and Utilities Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5575

Contractor: VerdeGo, LLC
Attention: Terry McNitt, Jr., Managing Member
P.O. Box 789
Bunnell, Florida 32110
(386) 931-6018 – Telephone
tmcnitt@verdego.com

3335 North State Street
Bunnell, Florida 32110

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

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

[Remainder of this page intentionally left blank]

Witnesses:

Printed Name: _____

Alan Hill

Printed Name: _____

Jennifer Laura

VERDEGO, LLC

By: _____

Terry McNitt, Jr., Managing Member

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

Date: _____

9/23/19

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this 23 day of Sept, 2019, by Terry McNitt, Jr., as Managing Member of VerdeGo, LLC, a Florida limited liability corporation, and who:

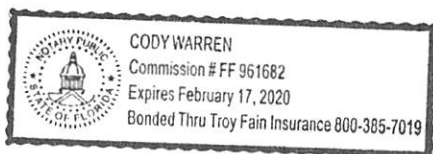
[Notary: Please select one]



is personally known to me; or



has produced _____ as identification.



Cody Warren

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Odette Canady
Printed Name: Odette Canady

By: [Signature]
Donald O. Burnette, Mayor

Ruth E. Thayne
Printed Name: RUTH E. THAYNE

Date: 9/27/19

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 27th day of September, 2019, by Donald O. Burnette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.



Ruth E. Thayne
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST: RUTH E. THAYNE

Odette Canady
Printed Name: Odette Canady

By: [Signature]
Robin L. Fenwick, MMC, City Clerk

Ruth E. Thayne
Printed Name: RUTH E. THAYNE

Date: 9/27/19

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 27th day of September, 2019, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.



Ruth E. Thayne
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

RUTH E. THAYNE

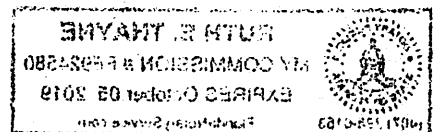
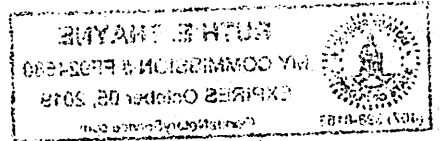


EXHIBIT “1”

Contractor's BID Proposal and Scope of Services

Consisting of 7 Pages

"ATTACHMENT 1" SCHEDULE OF UNIT PRICING BID FORM CITY OF PORT ORANGE ITB # 19-18 MAJOR THROUGHFARE LANDSCAPING MAINTENANCE Completed Attachment 1 Bid Proposal form MUST be included with Bid Instruction to save Attachment from DemandStar website: Bidders are required to complete all fields shaded in green ONLY. fields will be automatically calculated.				All other
		NAME OF BUSINESS: VerdeGo Landscape CONTACT PERSON: Billy Genovese EMAIL ADDRESS: bgenovese@verdego.com AUTHORIZED NAME: AUTHORIZED:		

RIGHTS OF WAY MAINTENANCE LEVELS				MAINTENANCE		MULCH		TOTAL ANNUAL COST
Maintenance - 52 Services				COST PER Service	TOTAL ANNUAL COST	QUANTITIES Cubic yards	COST PER Application	ALL APPLICATIONS
ROAD NAME	SQUARE FOOTAGE	ACRES						
1 Causeway and High Rise Bridge	32,427	0.72		\$335.02	\$17,421.04	131	\$5,895.00	\$23,316.04
2 Ridgewood Avenue Medians	140,852	3.23		\$467.60	\$24,315.30	140	\$6,300.00	\$30,615.30
North City Limits to Ocean Ave				\$23.38			\$350.00	
Ocean Ave to Herbert St				\$23.38			\$350.00	
Herbert St to Dunlawton Ave				\$23.38			\$350.00	
Dunlawton Ave to Mecker Place				\$23.38			\$350.00	
Mecker Place to Oak St				\$23.38			\$350.00	
Oak St to Fox Place				\$23.38			\$350.00	
Fox Place to White St				\$23.38			\$350.00	
White St to Fleming Ave				\$23.38			\$350.00	
Fleming Ave to Norman St				\$23.38			\$350.00	
Norman St to Rogers Place				\$23.38			\$350.00	
Rogers Place to Howes St				\$23.38			\$350.00	
Howes St to Clark Place				\$23.38			\$350.00	
Clark Place to Fitzgerald Place				\$23.38			\$350.00	
Fitzgerald Place to Niver St				\$23.38			\$350.00	
Niver St to Kiep Dr				\$23.38			\$350.00	
Kiep Dr to 5584 S. Ridgewood				\$23.38			\$350.00	
5584 S. Ridgewood to Farmbrook Rd				\$23.38			\$350.00	
Farmbrook Rd to E. Bayshore Dr				\$23.38			\$350.00	
E. Bayshore Dr to Nova Rd				\$23.38			\$350.00	
Nova Rd to South City Limits (Rose Bay Bridge)				\$23.38			\$350.00	
3 Ridgewood Avenue Roadsides	78,910	1.81		\$617.00	\$32,084.00	N/A		\$32,084.00
4 Dunlawton Avenue Medians	338,744	7.78		\$741.00	\$38,532.00	Included in H22 above		\$38,532.00
Summitrees Road to I-95				\$57.00				
I-95 to 1788 Dunlawton Ave				\$57.00				
1788 Dunlawton to Yorktowne Blvd				\$57.00				
Yorktowne Blvd to Clyde Morris Blvd				\$57.00				
Clyde Morris Blvd to Victoria Garden/City Center Pkw.				\$57.00				
Victoria Garden/City Center Pkw. to N. Swallow Tail/ Village Trail				\$57.00				
N. Swallow Tail/ Village Trail to S. Swallow Tail Dr				\$57.00				
S. Swallow Tail Dr to Jackson St.				\$57.00				
Jackson St. to Dunlawton Hills Subdivision				\$57.00				
Dunlawton Hills to Oak St				\$57.00				
Oak St to Spruce Creek Rd				\$57.00				
Spruce Creek Rd to RR Crossing				\$57.00				
RR Crossing to US 1				\$57.00				
5 Dunlawton Avenue Roadsides*	791,044	18.16		\$1,410.00	\$73,320.00	N/A		\$73,320.00
6 Nova Road Medians	90,208	2.07		\$371.79	\$19,333.08	12	\$540.00	\$19,873.08
Isabelle Ave to Regency Blvd				\$41.31			\$60.00	
Regency Blvd to Wood St				\$41.31			\$60.00	
Wood St to Durant Dr				\$41.31			\$60.00	
Durant Dr to Spruce Creek Rd				\$41.31			\$60.00	
Spruce Creek Rd to Miles Dr				\$41.31			\$60.00	
Miles Dr to Tree Garden Dr				\$41.31			\$60.00	
Tree Garden Dr to Village Trl				\$41.31			\$60.00	
Village Trl to Dunlawton Ave				\$41.31			\$60.00	
Dunlawton Ave to Eagle Lake Trl				\$41.31			\$60.00	
7 Nova Road Roadsides*	404,895	9.26		\$712.57	\$37,053.64	N/A		\$37,053.64
Total Bid Cost								\$254,794.06

SECTION 3 – SCOPE OF WORK, SPECIFICATIONS AND REQUIREMENTS

MAJOR THOROUGHFARE LANDSCAPE MAINTENANCE **SCOPE OF WORK AND REQUIREMENTS**

STATEMENT OF RESPONSIBILITIES: The Contractor shall be responsible for providing machinery, equipment, tools, materials, labor, supervision, transportation, supplies, insurance, proper safety measures and all incidentals necessary to provide and perform grounds maintenance services along City Right of Ways; Causeway and Highrise Bridge, Dunlawton Avenue Medians and Roadsides, Ridgewood Avenues Medians and Roadsides, Nova Road Medians and Roadsides.

These areas are major thoroughfares and the gateway into the City. They are a top priority in the City and should be kept in prestige condition.

Please note, while the City has provided the square footage and acre measurements on each area covered under this contract, these measurements are APPROXIMATE only. Contractor awarded bid shall be responsible for all maintenance required in each respective area. The non-mandatory pre-bid meeting will include site visits to EACH area. It is highly recommended that each bidder attends the non-mandatory meeting. Maps showing each area to be serviced are included in Exhibit B.

Number of Site Visits: A total of fifty-two (52) maintenance visits shall be provided each calendar year. All locations shall be serviced weekly (52 visits). If mowing is not required, a minimum level of service shall be provided at each visit (see below).

- Areas 2 feet or more outside the sidewalk must be maintained unless maintained by property owner.

Minimum Level of Service Required for Each Site:

TRASH / DEBRIS CLEANUP: The Contractor shall be responsible for removing all litter and debris prior to mowing, regardless of its source or the size, from all turf grass areas, parking areas, sidewalks, mulch landscape areas, and shorelines. This includes, but is not limited to; excessive leaves, acorns, blooms, paper, bottles, cans, palm fronds tree limbs, and Disaster Debris from all sites covered in this bid document. The Contractor is responsible for disposal of trash and debris in accordance with all federal, state, and local laws, rules and regulations.

MOWING OF TURF GRASS AREAS: All turf grass areas within specified rights-of-way (medians and shoulders) including adjacent curb gutters shall be cleaned of all trash and/or debris prior to mowing. Mowing of trash and debris to shred into smaller pieces is not allowed.

All turf grass areas shall be mowed as specified in this document. The grass shall not be cut so low as to damage or stress the grass and shall not be allowed to reach a height of six (6) inches or more unless otherwise requested by the City. Heights may vary per location. However, heights shall be as follows:

- St. Augustine –3-3.5 inches
- Argentine Bahia – 3 inches
- Bermuda and Zoysia – 1-2 inches

Areas where large mowers are impractical or where repeated tracks may cause ruts shall be serviced using small push mowers or string trimmers. In the event ruts and or divots are created or damage to the sod occurs, the contractor will be responsible for repairs to or replacement of the sod immediately. Examples include but not limited to the narrow median tips along Dunlawton Avenue, US1 (Ridgewood Avenue) and Nova Road. Mowing of wet turf grass shall be avoided unless permission is authorized by the City. The

Contractor shall leave surrounding areas in a clean condition free of accumulated debris, including but not limited to grass clippings, after each mowing. Large clumps of clippings will be distributed by mechanical blowing or collected and removed. Blowing debris into storm drains, streets, or ponds is prohibited. Materials removed from grounds shall be disposed of off-site by the Contractor in a lawful manner.

MAINTENANCE OF CONCRETE AREAS: Concrete areas are including but not limited to, sidewalks, curbs, driveways, aprons, drainage outfalls, gutters, concrete medians, concrete tips, and the joint where concrete meets asphalt. These areas shall be kept free of ALL debris including but not limited to grass clippings, grass remaining after edging, and crack grass from right of way to right of way.

WEEDING OF LANDSCAPE PLANTING BEDS: Weeds, grasses, and other unwanted plant growth shall be removed from all planting areas by hand pulling to remove the entire root system. The contractor shall remove subsequent dead plant material as needed. Weeding of all planting beds shall take place during each and every scheduled service to ensure the overall aesthetics of the landscape is not adversely affected by weed growth. This includes but not limited to pavement, curbs, gutters, concrete medians, sidewalk joints, driveway joints, driveway aprons, mulch beds, rock beds, etc.

EDGING OF TURF GRASS: Contractor shall edge all appropriate surfaces with suitable mechanical equipment, i.e a mechanical edger. In the event the service area is unable to be serviced with an edger, parking areas, walkways, fences, plant beds and tree wells, so that no grass, ground cover or weeds are left extending beyond or over the surface being edged. This includes edging between adjoining beds of dissimilar ground cover types. Edging should not be more than 3 inches from the mulch of plant beds and tree wells. **Chemical edging of plant beds and tree wells is not permitted.** Contractor shall leave surrounding areas in a clean condition free of accumulated debris, including but not limited to grass, after edging. This includes but not limited to pavement, curbs, gutters, concrete medians, sidewalk joints, driveway joints, driveway aprons, mulch beds, rock beds, etc.

STRING TRIMMING OF TURF GRASS: Final string trimming around permanent objects such as metal posts and concrete curbing shall be accomplished with suitable mechanical equipment and at the same cutting heights as the rest of the turf areas. String trimming around tree trunks with mechanical devices is prohibited. Non-mechanical means must be utilized where string trimming may damage wooden posts, decorative light poles or other City property. Ponds, lakes, and ditches(swales) MUST be string trimmed to the water line.

*Areas where crack grass is present, MUST be string trimmed (burned down) and then chemically sprayed to deter new weed growth. This includes but not limited to pavement, curbs, gutters, concrete medians, sidewalk joints, driveway joints, driveway aprons, etc.

*Areas where growth in swales are unable to be mowed at time of service, a string trimmer MUST be used to trim to water height.

BLOWING OF DEBRIS AND TURF GRASS CUTTINGS: Contractor shall blow all appropriate surfaces with suitable mechanical equipment including, but not limited to roadways, driveways, curbs, parking areas, walkways, turf grass areas, plant beds and tree wells as required to leave the area clean and free of debris. Grass clippings and other organic debris shall not be blown into the roadway, ponds, lakes, or storm drains.

*Clumping of turf grass is NOT permitted. If clumping occurs, the contractor MUST blow to disperse, mulch the clumping, or rake and remove the debris.

ADJUSTING AND REMOVING TREE STAKE KITS: Contractor is required to maintain all newly planted trees in a straight vertical position by adjusting tree stake kits as needed. The

contractor shall also be responsible to completely remove all stake kits approximately six (6) months to one (1) year after initial planting. The contractor shall notify the City representative to advise of a defective stake kit for immediate replacement.

PRUNING OF ORNAMENTAL SHRUBS AND GROUNDCOVERS: Contractor shall prune and shape all ornamental shrubs and ground cover to maintain the natural form of the plant material and maintain its growth within the limitations of the plant bed, to eliminate damaged or diseased wood, and to provide sight distance requirements. Pruning shall be performed monthly.

All pruning shall be performed in accordance with the latest approved ANSI-A300 pruning standards.

CREPE MYRTLE TREES: Crepe Myrtle trees shall not be pruned, cut back, or tipped. However, at each visit, the Contractor shall be responsible to remove all crisscross, dead, or broken branches, moss, ferns and vines. The Contractor shall remove all sucker growth between the root ball and bottom of the tree canopy to maintain a minimum clear trunk height of 7 feet 6 inches.

TREES: The contractor shall maintain all trees within the contracted service area by trimming and lifting up to 7 feet 6 inches and will trim young trees to promote healthy growth patterns. These areas are including, but not limited to roadways, driveways, and curbs. Contractor shall remove at each scheduled site visit, including but NOT limited to sucker branches, moss, ferns, and vines.

REMOVING DEAD PLANT MATERIAL: Contractor shall remove and dispose of all dead ornamental trees, shrubs, and ground cover during each scheduled visit. The contractor is responsible to notify the City to determine if a replacement is necessary. The City will determine type/size of replacement. Contractor is only responsible to remove dead ornamental plants as directed by the City.

REPLACEMENT OF PLANT MATERIALS: The City will be responsible to replace all plant materials that are frozen, stolen, vandalized, or otherwise destroyed by unforeseen or unpreventable circumstances. However, if the City determines that the poor condition of plant materials is due to improper maintenance, the Contractor shall be responsible for replacing such plant material at the Contractor's sole expense. The City shall be notified of plants or areas in distress. These areas need to be evaluated for plan of action and monitored by Contractor. No dead plant material shall remain in landscaping. All replacements shall be done within one (1) week of notification. The City inspector/representative shall approve all plant replacements, sizes and specifications.

LANDSCAPE MULCHING: All mulched areas shall be replenished once a year between the winter months of January to March. The Contractor shall remove all existing/old mulch and properly prepare all planting beds by cutting new bed edges, adjusting tree ring sizes, digging new edges along concrete curbs and sidewalks, and removing all weeds and dead plant materials prior to mulching areas with the same type of mulch. Mulch for plant beds should not span more than a foot from the edge of existing plants unless specified by the City inspector/representative. Areas MUST be inspected by City inspector/representative before new mulch is installed. Depth of mulch shall be a minimum of 3 inches and a maximum of 4 inches. The City inspector/representative decides the type of mulch to be replenished per site and if the area's mulch needs aeration or "fluffing" where old mulch is not needed to be removed.

IRRIGATION SYSTEMS: Contractor will use caution around sprinkler heads to minimize damage. The contractor shall be required to repair/replace any irrigation parts that are damaged during

contractor activities. The City will be responsible for the costs to replace any irrigation parts that are stolen, damaged by acts of vandalism, vehicular damage or other unforeseen or unpreventable causes. All non-functional irrigation heads/systems or areas where irrigation appears to be inadequate or malfunctioning shall be reported to the City after each mow.

EROSION: If there is noticeable erosion at any site the Contractor shall immediately notify the City of its location. The Contractor shall be responsible for any erosion damage caused by contractor's equipment or performance of duties.

EQUIPMENT: The Contractor shall have on hand at all times and in good working order such equipment to permit the Contractor to adequately and efficiently perform its contractual duties. All equipment shall be kept in good repair, appearance, and in a sanitary and clean condition at all times. All equipment shall be cleaned of any debris after each site use and prior to moving to another site to prevent transfer of unwanted weeds, grasses, and/or fungus.

All vehicles shall have the name of the Contractor, business telephone number and the vehicle identification number not less than three (3) inches high on each side of the vehicle. The contractor may also place its corporate logo on the vehicles. No offensive or political stickers shall be affixed to any equipment utilized on City property. The Contractor shall supply the City with a listing of the vehicle numbers normally assigned to performance of duties and shall keep the list current.

All equipment shall be kept in good safe operating condition with sharp blades and no leaking of oil and gasoline.

EQUIPMENT STORAGE: The Contractor shall be responsible for storing all equipment and supplies off site. The City will not provide any storage space for the Contractor.

EQUIPMENT FUELING AND LUBRICATING: Mowers and power equipment shall be fueled and lubricated using proper tools and equipment. Any fuel or oil spills are the sole responsibility of the Contractor to clean up and / or remove at the Contractor's expense. Any damage to median plant material by such fuel or oil spills shall be replaced within three (3) days by Contractor at the Contractor's expense.

CONTRACTOR SCHEDULE: Contractor shall submit a calendar schedule of all work. A copy of the yearly calendar shall be submitted to the City. Contractor shall update the schedule on the first of each month and provide to the City Inspector/Representative. The use of noise making equipment is restricted to the hours of 7:00 a.m. to 7:00 p.m. Monday through Saturday and from 10:00 a.m. to 6:00 p.m. on Sundays.

FREEZE DAMAGE: Any freeze damaged plant material shall have dead growth removed as soon as it is deemed safe by the Contractor through appropriate means.

TRAFFIC REGULATION: The Contractor shall conform to Florida Department of Transportation Manual on Traffic Controls and Safe Practices for street and highway construction, maintenance, and utility operations. The Contractor shall provide and maintain adequate barricades, construction signs, flashers, guards, and flaggers as required on pedestrian and vehicular traffic areas. Lane closure to traffic is not permitted. Upon completion of work, contractor shall remove all debris, excess materials and barricades leaving medians and roadways clear of all obstructions.

SAFETY CONSIDERATIONS AND MAINTENANCE OF TRAFFIC (MOT): During mowing/maintenance operations, "MOWING" or "CAUTION MOWING OPERATIONS" signs must be placed on or near affected walkways and other traffic areas. All highway equipment used on right-of-ways must be properly signed and equipped with working safety lights. The Contractor is responsible for being in compliance with all FDOT and OSHA rules and regulations at all times. Within DOT rights-of-way, Maintenance of Traffic Plan (MOT) shall be prepared and implemented by the Contractor when required. All work shall be performed according to FDOT safety and signage recommendations as outlined in their Utility Accommodation Guide, Document Number 710-020-001-b.

- **ALL employees must wear safety vests at all times.**

EXTRAORDINARY OCCURRENCES: It is agreed that in no event shall the City or Contractor be liable or responsible to each other or any other person to perform work herein provided, where such stoppages or delays result from inclement weather, drought or excessive rain, acts of God, fire, or any other cause not within the control of the City and/or the Contractor.

DUNLAWTON MEDIAN CONSTRUCTION: It is expected that during this contract period, the landscaping in the median on Dunlawton between US19 and Spruce Creek Road will be reconstructed. This work will include a new irrigation system, new plant/tree materials, and new sod. Work will proceed in sections. Work sections will be determined during bid award. During this construction period, the successful contractor for this Landscape Maintenance bid will continue to maintain the rights of way along all of Dunlawton and maintain the medians not under construction in accordance with this scope of work. The bid sheet is broken down into median sections and invoicing will reflect those areas not serviced due to the construction.

CONTRACT PERFORMANCE: It is the intent of the City to ensure that the Contractor provides a quality level of landscape and ground maintenance services. All complaints will be reported to, and promptly resolved by the Contractor. The Contractor shall have twenty-four (24) hours to resolve any such complaints. The City may levy administrative charges for infractions by the Contractor at \$100.00 per day per incident. Such infractions shall include, but not be limited to:

- (a) Failure to resolve complaints within twenty-four (24) hour period.
- (b) Failure to provide safe equipment.
- (c) Failure to provide required documentation in a timely and accurate manner.
- (d) Failure to report damage to irrigation system(s).
- (e) Failure to report property damage or personal injury.
- (f) Failure to remove all trash from site(s).
- (g) Failure to perform scheduled service including, but not limited to, weeding mowing, trimming
- (h) Landscape employees not adhering to uniform/protective clothing requirements.

For the purpose of this section, the City may deduct any charges from payments due the Contractor. The City shall notify the Contractor in writing of any action to be taken. In the event the Contractor wishes to contest such assessment, the contractor shall submit a written protest within five (5) days after receiving such notice for an opportunity to be heard by the City and present a defense to such assessment. The City will notify the Contractor in writing of any action taken with respect to Contractor's claims. The decision of the City shall be final.

Based on limited funds, the City may eliminate certain contracted areas or groups in order to stay within the budget. The City may, at its discretion, add or delete similar sized areas as a result of construction or

unanticipated impacts. Therefore, the City reserves the right to reject any and all the bids, eliminate areas from the contract and/or reduce maintenance to any given area when it is in the City's best interest.

INVOICING: Payment shall be determined monthly based on sites inspected and verified. A template will be provided to the contractor, from the City, by Excel format. The template will detail and itemize the contractor's service areas for the month.

***DEDUCTIONS will occur if areas are not completed upon inspection and invoice has been submitted.**

Contract Time and Renewal and CPI Rate Adjustment: Contract will be for three (3) years from date of Notice to Proceed. Contract will be renewable for up to 2 - one-year renewal periods, upon agreement of both parties. Renewal will be approved by the City Manager and the budget will be approved by City Council.

SUPERVISION: The Contractor shall be responsible for all personnel and supervision required in performing work in accordance with these specifications. Supervision will be required for all working hours of the contract.

The Contractor shall comply with all City regulations.

Contractor shall notify the City (via fax, e-mail or in person) daily when the specified scheduled services are fully completed. This is to allow the City to inspect for contract compliance and authorization for scheduled payments. City approved representatives of the Contractor shall be available to meet with the City as required to accomplish the City's objectives. All meetings with the City will be at no charge.

CONTACT PERSON: The Contractor shall provide the name and telephone number of a contact person in case of an emergency. The Contractor shall provide the name and telephone number of a representative to meet periodically with the City. The City reserves the right to accept or reject any employee of the Contractor.

All personnel must be visible as Contractor's employee(s) by uniform while on City property. The Contractor's work force shall be neat and clean in appearance and shall wear identification. Identification shall include the employee's name and company name.

MAPS of Locations:

https://portorange.sharepoint.com/:f:/g/pw/admin/Eh6qS1piX-VPp8GGiXtq_o0BQ80dli8tTzDdAxHAAVyixA

[Remainder of this page left intentionally blank]

End of Scope of Work

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. 107031915

PRINCIPAL:

Developer or Contractor: VerdeGo, LLC
Principal Business Address: 3335 North State Street
 Bunnell, Florida 32110
Contact Person: Terry McNitt, Jr., Managing Member
Phone Number: (386) 931-8018

SURETY:

Address: Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183
Contact Person: Rebekah Tolbert
Phone Number: 407-388-3271

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) 508-5501

Amount: \$254,794.06 **City Project Number:** ITB 19-18 Major Thoroughfare Landscape Maintenance

Description of Work: Major Thoroughfare Landscape Maintenance

Project Location: Various locations in and around Port Orange, Volusia County, Florida

Legal Description: Locations within City of Port Orange, Volusia County, Florida for all public works identified in ITB 19-18

Front Page

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

(CA8897)
 (MTRdel 2018-02-10)

VerdeGo, LLC

ITB 19-18 Major Thoroughfare Landscape Maintenance

Bond No. 107031915

**COMBINATION PAYMENT AND PERFORMANCE BOND
FOR
PUBLIC CONSTRUCTION**
per Section 255.05, Florida Statutes
Guaranty for Construction of Public Improvements

BY THIS BOND, We, VerdeGo, LLC, as Principal, and Travelers Casualty and Surety Company of America, 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 **TWO HUNDRED FIFTY-FOUR THOUSAND SEVEN HUNDRED NINETY-FOUR AND 06/100 DOLLARS (\$254,794.06)**, 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 27, 2019, entered into by and between the Principal and the City, for Major Thoroughfare Landscape, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and

3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and

4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

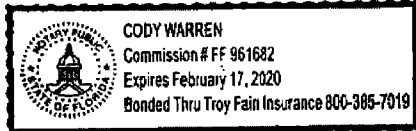
Notice of Nonpayment and Time Limitations

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

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

IN WITNESS WHEREOF, this performance and payment bond is executed and shall be deemed an original, this
23, day of Sept, 2019.

Attest:



Cody Warren

(As to Corporate Principal) Secretary

[Signature]
 (Witness to Principal)

VERDEGO, LLC
 (Principal)

By:

[Signature]

Terry McMill, Jr., Managing Member

(Corporate Seal)

Travelers Casualty and Surety Company of America
 (Surety)

[Signature]
 (Witness to Surety)

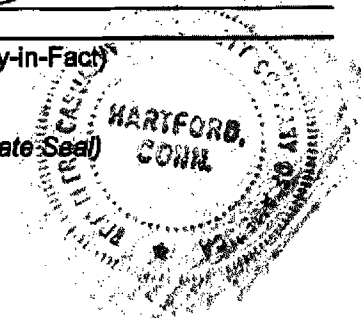
By:

[Signature]

Name: Tyler B. DeBord

(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.



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Tyler D. DeBord of Daytona Beach, Florida**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney
 Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this

27th day of September, 2019.



Kevin E. Hughes
 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.



City of Port Orange Public Works & Utilities Department

TO: Jamie Miller, PHR - Interim City Manager

THRU: Lynn Stevens, Public Works & Utilities Director

FROM: Julia Wiggins, Business Manager Public Works & Utilities

DATE: February 4, 2021

SUBJECT: Amendment No. 1 to Standard Contract for Services CA6897, VerdeGo LLC (ITB 19-18 Major Thoroughfare Landscaping Maintenance)

REQUEST:

The Public Works & Utilities Department is requesting City Council approve Amendment No. 1 to remove maintenance service for the Dunlawton Avenue medians, from Spruce Creek Road, west, to I-95, from current contract with Verdego LLC (CA6897).

PURPOSE:

The purpose of this request is to reduce a portion of the landscape maintenance services required under the existing contract with Verdego LLC as the services will now be performed under a newly executed contract (CA6963) with Verdego LLC pursuant to project completion (ITB #19-15 Dunlawton Avenue Median Landscape Beautification).

CONSIDERATION:

Verdego Landscape, LLC was awarded ITB 19-15, Dunlawton Avenue Median Landscape Beautification, and a one-year maintenance contract was part of the bid award.

Verdego LLC currently has a Standard Contract for Services (CA6897) with the City that was awarded pursuant to ITB #19-18, Major Thoroughfare Landscaping Maintenance. That contract outlined services required on Nova Road, Ridgewood Avenue, and Dunlawton Avenue. Dunlawton Avenue was broke into segments in anticipation of the landscape beautification project construction to enable staff to identify and prevent payment of services on areas under construction.

The beautification project is now complete and the medians from Spruce Creek Road, west, to I-95 need to be removed from the current contract as these services will now be performed under the newly executed contract with Verdego, CA6963. Even after the

newly executed contract expires, the previous contract does not properly reflect work required for the new landscaping.

The current annual cost for landscape maintenance under CA6897 with Verdego LLC is \$254,794.06. Amendment No. 1 will revise/reduce the total annual cost to \$225,154.06.

FUNDING:

Fund: 001

Fund Name: General Fund

Cost Center: Public Works

Program: Grounds Maintenance

Spend Category: Grounds Maintenance

Budget: \$254,794.06 (for this contract only)

Actual (revised post Amend.No1): \$225,154.06 (for this contract only)

RECOMMENDATION:

The Public Works & Utilities Department recommends City Council approve Amendment No. 1 to the contract (CA6897) with Verdego LLC to remove a portion of the Dunlawton medians, Spruce Creek Road, west, to I-95, as these services will now be performed under a separate contract (post Dunlawton Avenue median beautification) project.

ANTICIPATED SCHEDULE:

a.) Council Approval: March 2, 2021

b.) Executed Amendment No. 1: March 3, 2021

ATTACHMENTS:

a.) Executed contract CA6897 with Verdego LLC



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 3/2/2021

Consent item: Yes

SUBJECT: (B7d) Approval of Amendment #1 to the YMCA/Brooks Rehab Sublease

DEPARTMENT: City Manager

GOAL:

RECOMMENDED MOTION: Move to approve Amendment #1 of the sublease for Brooks rehab to continue to lease space from the YMCA and authorize the Mayor and City Clerk to execute any associated documents.

SUMMARY: Brooks rehab subleases space at the YMCA to provide rehab services to our community. The YMCA contract requires council approval on all new and renewed subleases. Attached for your review is the original lease and the amendment one extending that lease.

Staff recommends approval.

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

1.	Amendment one	Amendment one.pdf
2.	YMCA Sublease. March 2020	YMCA Sublease. March 2020.pdf

Susan Lovallo
Jamie Miller
Scott Neils
Matthew Jones
Jamie Miller
Robin Fenwick

Created/Initiated - 2/8/2021
Approved - 2/8/2021
Approved - 2/8/2021
Approved - 2/17/2021
Approved - 2/18/2021
Final Approval - 2/19/2021

FIRST AMENDMENT TO SUBLEASE AGREEMENT

This FIRST AMENDMENT TO SUBLEASE is made and executed by and between Volusia/Flagler Family Young Men's Christian Association, Inc., a Florida non-profit corporation, (hereinafter "SUBLESSOR,") and HB Outpatient Rehabilitative Services, Inc., a Georgia not for profit corporation, authorized to do business in the State of Florida, and Genesis Health Development, Inc., a Florida not for profit corporation doing business as Brooks Health Development (hereinafter "SUBLESSEES"). This SUBLEASE shall be subject to all terms, conditions and covenants of the Seventh Amendment and Restatement of City of Port Orange – YMCA Lease Agreement dated December 12, 2017, as may be amended from time to time (hereinafter "Lease Agreement"), attached hereto, marked as Exhibit "A" and made a part hereof by reference. This SUBLEASE shall be effective as of January 1, 2021.

WITNESSETH:

1. DESCRIPTION OF PREMISES

SUBLESSOR subleases to SUBLESSEES a portion of the premises located at 4701 City Center Parkway, Port Orange, Volusia County, Florida, consisting of approximately two thousand two hundred and seventy (2,270) square feet "subleased premises"). This space constitutes a portion of the premises leased to SUBLESSOR by the CITY of Port Orange, a Florida municipality (hereinafter "CITY"), under the Lease Agreement.

2. TERM

The term of this SUBLEASE is one (1) year, beginning on the 1st of January, 2021 and terminating on the 31st of December, 2021. So long as SUBLESSEES are not in breach they may renew this SUBLEASE for an additional one (1) year term by providing written notice of intent to renew at least 180 days prior to the expiration of the current or any renewal terms. The renewal will be on the same terms as this SUBLEASE including, but not limited to, the 2% rent increase of Paragraph 4.

3. RENT

The rent under this SUBLEASE is Fifteen and 98/100 Dollars (\$15.98) per square foot per year, totaling Thirty-Six Thousand Two Hundred Seventy Four and 56/100 Dollars (\$36,274.56) per year, to be paid in equal monthly payments of Three Thousand Twenty Two and 88/100 Dollars (\$3,022.88).

3. OPTION TO RENEW.

Provided Tenant is not in default of any provision of the Lease, Tenant shall have the option to renew this Lease for one (1) additional term of one (1) year ("Renewal Terms") which Renewal Term shall commence on the date following the Expiration Date of this Lease or any prior exercised Renewal Option. Tenant shall provide Landlord with written notice of intent to exercise renewal option not less than 90 days prior to the expiration of the Sublease Agreement.

4. All other terms and conditions of the Lease Agreement dated March 5, 2020 shall remain in full force and effect.

SUBLESSOR:

VOLUSIA/FLAGLER FAMILY YOUNG MEN'S CHRISTIAN ASSOCIATION, INC. a Florida non-profit corporation

By: Chris Seilkop

Chris Seilkop
President/CEO

Attest: Maria Connolly

Title: VP Branch manager

STATE OF FLORIDA COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 25 day of January, 2020, by Chris Seilkop as President/CEO of The Volusia/Flagler Young Men's Christian Association, Inc., a Florida non-profit corporation. She is personally known to me or has produced FDL# 342110694084 as identification.

Melissa Lynn Anderson

Notary Public, State of Florida at Large

My Commission Expires: 1-22-25



SUBLESSEE:

GENESIS HEALTH DEVELOPMENT, INC.

A Florida not for profit corporation d/b/a BROOKS HEALTH DEVELOPMENT

By: Daniel R. Corran

Name: DANIEL R CORRAN

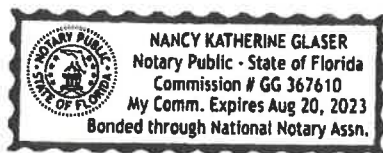
Title: VICE PRESIDENT

Attest: [Signature]

Title: Projects Coordinator

STATE OF FLORIDA COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 21st day of JANUARY, 2020, by DANIEL R. CORRAN as VICE PRESIDENT of Genesis Health Development, Inc., a Florida not for profit corporation d/b/a Brooks Health Development. He/she is personally known to me or has produced _____ as identification.



Nancy Katherine Glaser

Notary Public, State of Florida at Large

My Commission Expires: AUGUST 20, 2023

SUBLESSEE:

HB OUTPATIENT REHABILITATIVE SERVICES, INC. A Georgia not for profit corporation

By: _____

Name: _____

Title: _____

Attest: _____

Title: _____

STATE OF FLORIDA COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by _____ as _____ of HB Outpatient Rehabilitative Services, Inc., a Georgia not for profit corporation. He/she is personally known to me or has produced _____ as identification.

Notary Public, State of Florida at Large

My Commission Expires: _____

CONSENT OF CITY OF PORT ORANGE, FLORIDA

WITNESSES:

CITY OF PORT ORANGE, FLORIDA
A chartered municipal corporation

Name: _____

By: _____
Donald O. Burnette, Mayor

Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

Consent to the foregoing Sublease Agreement was acknowledged before me this ____ day of _____, 2020, by Donald O. Burnette, Mayor of the City of Port Orange, Florida, a chartered municipal corporation, who acknowledges that he is duly authorized to execute the foregoing consent to agreement on behalf of the City. He is personally known to me.

Notary Public, State of Florida at Large
Printed name, commission and expiration of
commission term

WITNESSES:

Name: _____

Attest: _____
Robin L. Fenwick
City Clerk, CMC

Name: _____

(Seal)

STATE OF FLORIDA
COUNTY OF VOLUSIA

Consent to the foregoing Sublease Agreement was acknowledged before me this ____ day of _____, 2020, by Robin L. Fenwick, as City Clerk, of the City of Port Orange, Florida, a chartered municipal corporation, who acknowledges that she is duly authorized to execute the foregoing consent to agreement on behalf of the City. She is personally known to me.

Notary Public, State of Florida at Large
Printed name, commission and expiration of
commission term

This instrument prepared by:
Gregory D. Snell, Esquire
Snell Legal PLLC
1651 N. Clyde Morris Blvd., Suite 1
Daytona Beach, FL 32117
(386) 244-9118

SUBLEASE AGREEMENT

This SUBLEASE is made and executed by and between Volusia/Flagler Family Young Men's Christian Association, Inc., a Florida non-profit corporation, (hereinafter "SUBLESSOR,") and HB Outpatient Rehabilitative Services, Inc., a Georgia not for profit corporation, authorized to do business in the State of Florida, and Genesis Health Development, Inc., a Florida not for profit corporation doing business as Brooks Health Development (hereinafter "SUBLESSEES"). This SUBLEASE shall be subject to all terms, conditions and covenants of the Seventh Amendment and Restatement of City of Port Orange – YMCA Lease Agreement dated December 12, 2017, as may be amended from time to time (hereinafter "Lease Agreement"), attached hereto, marked as Exhibit "A" and made a part hereof by reference. This SUBLEASE shall be effective as of January 1, 2020.

1. DESCRIPTION OF PREMISES

SUBLESSOR subleases to SUBLESSEES a portion of the premises located at 4701 City Center Parkway, Port Orange, Volusia County, Florida, consisting of approximately two thousand two hundred and seventy (2,270) square feet "subleased premises"). This space constitutes a portion of the premises leased to SUBLESSOR by the CITY of Port Orange, a Florida municipality (hereinafter "CITY"), under the Lease Agreement.

2. TERM

The term of this SUBLEASE is one (1) year, beginning on the 1st of January, 2020 and terminating on the 31st of December, 2021. So long as SUBLESSEES are not in breach they may renew this SUBLEASE for an additional one (1) year term by providing written notice of intent to renew at least 180 days prior to the expiration of the current or any renewal terms. The renewal will be on the same terms as this SUBLEASE including, but not limited to, the 2% rent increase of Paragraph 4.

3. RENT

The rent under this SUBLEASE is Fifteen and 98/100 Dollars (\$15.98) per square foot per year, totaling Thirty-Six Thousand Two Hundred Seventy Four

and 56/100 Dollars (\$36,274.56) per year, to be paid in equal monthly payments of Three Thousand Twenty Two and 88/100 Dollars (\$3,022.88).

4. USE OF PREMISES, GENERALLY

The subleased premises shall be used for physical, occupational and speech therapy. SUBLESSEES agree to restrict use of the subleased premises to such purposes, and not to use or permit the use of the subleased premises for any other purposes without first obtaining the consent in writing of CITY and SUBLESSOR.

The subleased premises shall be used by SUBLESSEES only by the SUBLESSEES and their employees for their tax-exempt purposes. No portion of the subleased premises shall be further subleased, occupied, managed or otherwise used by anyone other than SUBLESSEES and their employees.

5. NO WASTE, NUISANCE, OR UNLAWFUL USE

SUBLESSEES shall not commit, or allow to be committed, any waste on the subleased premises, create or allow any nuisance to exist on the subleased premises, or use, or allow the subleased premises to be used, for any unlawful purpose.

6. PAYMENT OF UTILITIES

SUBLESSEES shall pay six percent (6%) of the total monthly electric and water/sewage expenses incurred by SUBLESSOR for its Port Orange YMCA facility ("Utility Payment"), in addition to the rent set forth in paragraph 4 above, as SUBLESSEES's fair share of utility expenses. Subject to reconciliation as set forth below in this Paragraph 7 SUBLESSEES shall pay a utility payment of Five Hundred and 00/100 Dollars (\$500.00) per month during the initial twelve (12) month lease period under this SUBLEASE.

Thirty (30) days prior to the start of each twelve (12) month lease period, the SUBLESSOR shall provide SUBLESSEES with an estimate of total electric and water/sewage expenses and the monthly Utility Payment to be paid by SUBLESSEES for that twelve (12) month lease period. Within sixty (60) days after the conclusion of each twelve (12) month lease period, SUBLESSOR shall provide SUBLESSEES with a calculation of the actual electric and water/sewage expenses incurred by SUBLESSOR in that period and the SUBLESSEES's actual share of that expense. If the SUBLESSEES's actual share

exceeds the amount paid, then SUBLESSEES shall promptly remit to SUBLESSOR the difference. If the SUBLESSEES's actual share is less than the amount paid, then SUBLESSOR shall promptly remit to SUBLESSEES the difference.

7. REPAIRS AND MAINTENANCE

SUBLESSEES, at its expense, shall maintain and keep the subleased premises, including, without limitation, windows, ceilings, doors, interior walls, painting of the interior, carpeting, and any specially constructed modifications or features added or installed by SUBLESSEES in good repair SUBLESSOR shall continue to be responsible for all maintenance and repair as outlined in Section 10 of the Seventh Amendment and Restatement of City of Port Orange-YMCA Lease Agreement dated December 12, 2017.

8. DELIVERY, ACCEPTANCE, AND SURRENDER OF PREMISES

SUBLESSEES agree that on possession the subleased premises were in a good state of repair and in a sanitary condition. SUBLESSEES shall surrender the subleased premises to CITY or SUBLESSOR at the end of the sublease term, if this SUBLEASE is not renewed, in the same condition as when they took possession, allowing for reasonable use and wear, and damage by acts of God, including fire and storms, provided that any damage covered by property insurance shall be repaired. SUBLESSEES shall remove all business signs or symbols placed on the premises by it before re-delivery of the premises to CITY or SUBLESSOR, and shall restore the portion of the subleased premises on which they were placed in the same condition as before their placement.

9. PARTIAL DESTRUCTION OF PREMISES

Partial destruction of the subleased premises shall not render this SUBLEASE void or voidable, or terminate it except as herein provided. If the subleased premises are partially destroyed during the term of this SUBLEASE, they may be repaired at SUBLESSOR'S option when such repairs can be made in conformity with local, state, and federal laws and regulations, within ninety (90) days of the partial destruction. Rent for the subleased premises will be reduced proportionally to the extent to which the repair operations interfere with the normal conduct of SUBLESSEES'S business on the subleased premises. If the repairs cannot be made within ninety (90) days, SUBLESSOR has the option to have them repaired within a reasonable time and continue this SUBLEASE in effect with proportional rent rebate to SUBLESSEES as provided for herein. If the repairs are not made in ninety (90) days, and if SUBLESSOR does not elect to have them done within a reasonable time, either party hereto has the option to terminate this SUBLEASE.

10. SUBLESSOR'S ENTRY FOR INSPECTION AND MAINTENANCE

SUBLESSOR reserves the right for itself and for CITY to enter on the subleased premises at reasonable times to inspect them, and SUBLESSEES agrees to permit CITY and SUBLESSOR to do so.

11. SUBLESSEES TO CARRY LIABILITY AND PROPERTY INSURANCE

SUBLESSEES shall procure and maintain in force during the term of this SUBLEASE, and any extension thereof, at their expense, liability and property insurance coverages as required by the Lease Agreement.

12. SUBLESSEES'S ASSIGNMENT, SUBLEASE, OR LICENSE FOR OCCUPATION BY OTHER PERSONS

SUBLESSEES agree not to assign or sublease the subleased premises, any part thereof, or any right or privilege connected therewith, or to allow any other person, including SUBLESSEES's agents and employees, to occupy the subleased premises or any part thereof, without first obtaining CITY'S and SUBLESSOR'S written consent.

SUBLESSOR expressly covenant that such consent shall not be unreasonably or arbitrarily refused, provided, however, that consent may be refused in the event that any proposed assignment or sublease would result in the bonds losing their tax-exempt status. Consent by SUBLESSOR in one instance shall not be consent to a subsequent assignment, sublease, or occupation by other persons. SUBLESSEES'S unauthorized assignment, sublease, or license to occupy shall be void, and shall terminate this SUBLEASE at CITY'S or SUBLESSOR'S option. SUBLESSEES's interest in this SUBLEASE is not assignable by operation of law, nor is any assignment of its interest herein, without CITY'S and SUBLESSOR's written consent.

13. SUBLEASE BREACHED BY SUBLESSEES'S RECEIVERSHIP, ASSIGNMENT FOR BENEFIT OF CREDITORS, INSOLVENCY, OR BANKRUPTCY

Appointment of a receiver to take possession of SUBLESSEES'S assets (except a receiver appointed at CITY'S or SUBLESSOR'S request as herein provided), SUBLESSEES'S general assignment for the benefit of creditors, or SUBLESSEES'S insolvency or taking or suffering action under the Bankruptcy Act, is a breach of this SUBLEASE.

14. SUBLESSOR'S REMEDIES ON SUBLESSEES'S BREACH

If SUBLESSEES breaches this SUBLEASE, CITY and SUBLESSOR shall have the following remedies, in addition to any other rights and remedies they may have in such event:

- a. Reentry: CITY or SUBLESSOR may reenter the premises immediately, and remove all of SUBLESSEES's personnel and property therefrom. CITY or SUBLESSOR may store the property in a public warehouse or at another place of its choosing at SUBLESSEES's expense, or to SUBLESSEES's account.
- b. Termination: After reentry, SUBLESSOR may terminate this SUBLEASE by giving thirty (30) days' written notice of such termination to SUBLESSEES. Reentry only, without notice of termination, will not terminate this SUBLEASE.
- c. Reletting Premises: After reentering, SUBLESSOR may relet the premises or any part thereof, for any term, without terminating this SUBLEASE at such rent and on such terms as it may choose, provided, however, that any proposed reletting shall require CITY'S written consent pursuant to the Lease Agreement. SUBLESSOR may make alterations and repairs to the premises.
 - (1) Liability of SUBLESSEES on Reletting: SUBLESSEES shall be liable to SUBLESSOR, in addition to its other liability, for breach of this SUBLEASE for all expenses of the reletting, subject to written consent of any reletting by CITY pursuant to the Lease Agreement, and of the alteration and repairs made, which SUBLESSOR may incur. In addition, SUBLESSEES shall be liable to SUBLESSOR for the difference between the rent received by SUBLESSOR under the reletting, subject to written consent of any reletting by CITY pursuant to the Lease Agreement, and the rent installments that are due for the same period under this SUBLEASE.
 - (2) Application of Rent on Reletting: SUBLESSOR at its option may apply the rent received from reletting the subleased premises, subject to written consent of any reletting by CITY pursuant to the Lease Agreement, as follows:
 - i) To reduce SUBLESSEES's indebtedness to SUBLESSOR under this SUBLEASE, not including indebtedness for rent;
 - ii) To expenses of the reletting and alterations and repairs made;
 - iii) To rent due under this SUBLEASE; and
 - iv) To payment of future rent under this SUBLEASE as it

becomes due.

If the new sublessee does not pay a rent installment promptly to SUBLESSOR, and the rent installment has been credited in advance of payment to SUBLESSEES'S indebtedness other than rent, or if rentals from the new sublessee have been otherwise applied by SUBLESSOR as provided for herein, and during any rent installment period are less than the rent payable for the corresponding installment period under this SUBLEASE, SUBLESSEES agrees to pay SUBLESSOR the deficiency separately for each rent installment deficiency period, and before the end of that period.

SUBLESSOR may at any time after such reletting, subject to written consent of any reletting by CITY pursuant to the Lease Agreement, terminate this SUBLEASE for SUBLESSEE'S breach, and SUBLESSEES shall pay all damages proximately resulting from the breach, including the cost of recovering the premises, and the worth of the balance of this SUBLEASE over the reasonable rental value of the premises for the remainder of the sublease term, which sum shall be immediately due SUBLESSOR from SUBLESSEES.

- d. Appointment of Receiver: After reentry, CITY or SUBLESSOR may procure the appointment of a receiver to take possession of and collect rents and profits from SUBLESSEES's personal property used in the business, including inventory, trade fixtures, and furnishings, and use them in the business without compensating SUBLESSEES therefore. Proceedings for appointment of a receiver by CITY or SUBLESSOR, or the appointment of a receiver and the conducting by them of SUBLESSEES's business, shall not terminate this SUBLEASE unless SUBLESSOR has given SUBLESSEES written notice of such termination as provided therein.

15. ATTORNEY'S FEES

In the event that any litigation arises as a result of this SUBLEASE, the prevailing party shall be entitled to recover its attorney fees.

16. MANNER OF GIVING NOTICE

Notices given pursuant to the provisions of this SUBLEASE, or necessary to carry out its provisions, shall be in writing and delivered personally to the person to whom the notice is to be given or mailed postage prepaid, addressed to such person. SUBLESSOR'S address for this purpose shall be 761 East International Speedway Boulevard, Deland, Florida 32724, or such

other address as it may designate to SUBLESSEES in writing. Notices to SUBLESSEES shall be addressed to 3599 University Blvd. South, Jacksonville, Florida 32216, or such other address as they may designate to SUBLESSOR in writing.

17. EFFECT OF SUBLESSOR'S WAIVER

CITY'S or SUBLESSOR'S waiver of breach of one covenant or condition of this SUBLEASE is not a waiver of breach of others, or waiver of future breach of the covenant or condition waived.

18. SUBLEASE APPLICABLE TO SUCCESSORS

This SUBLEASE and the covenants and conditions hereof apply to and are binding on the successors of the parties.

19. TIME OF ESSENCE

Time is of the essence of this SUBLEASE.

20. ENTIRE AGREEMENT BETWEEN THE PARTIES

This SUBLEASE is the entire agreement between the parties and cannot be modified except in writing agreed to by the parties and supersedes all prior or contemporaneous negotiations, promises, covenants, agreements, or representations concerning all matters directly or indirectly, collaterally related to the subject matter of this agreement.

21. SEVERABILITY OF PROVISIONS

If any provision of this SUBLEASE or any part of any provision of this SUBLEASE is found to be invalid by a court of competent jurisdiction, such shall not affect the validity of any other provision, or part thereof, of this SUBLEASE.

22. WRITTEN CONSENT OF CITY

This SUBLEASE shall require CITY'S written consent pursuant to the Lease Agreement. This SUBLEASE shall be subject to any terms and conditions approved by CITY in consideration for such written consent.

This SUBLEASE is executed as of the date of the last signature below.

[Signature Pages Begin on Next Page]

SUBLESSOR:

VOLUSIA/FLAGLER FAMILY YOUNG MEN'S CHRISTIAN ASSOCIATION, INC.
a Florida non-profit corporation

By: CL Seilkop
Chris Seilkop
President/CEO

Attest: [Signature]
Title: CFO

STATE OF FLORIDA COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 5th day of March, 2020, by Chris Seilkop as President/CEO of The Volusia/Flagler Young Men's Christian Association, Inc., a Florida non-profit corporation. She is personally known to me or has produced FL DL 5431-110-69-408-0 as identification.


Megan Walton
Notary Public
State of Florida
My Commission Expires:
January 19, 2021
Commission No.: GG 64248

Megan Walton
Notary Public, State of Florida at Large
My Commission Expires: January 19, 2021

SUBLESSEE:

GENESIS HEALTH DEVELOPMENT, INC.
A Florida not for profit corporation d/b/a
BROOKS HEALTH DEVELOPMENT

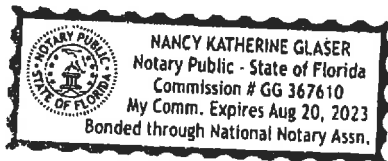
By: Michael Spigel
Name: Michael Spigel
Title: Vice President

Attest: Cheyenne Mingo
Cheyenne Mingo
Title: Project coordinator

STATE OF FLORIDA COUNTY OF DUVAL

BY MEANS OF ☒ PHYSICAL PRESENCE
OR ☐ ONLINE NOTARIZATION

The foregoing instrument was acknowledged before me this 23rd day of January,
2020, by MICHAEL SPIGEL as VICE PRESIDENT of Genesis Health Development, Inc.,
a Florida not for profit corporation d/b/a Brooks Health Development. He/she is
personally known to me or has produced _____ as identification.

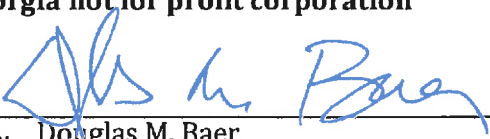


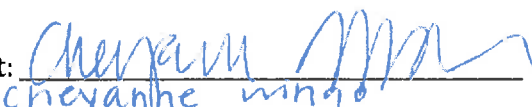
Nancy K. Glaser
Notary Public, State of Florida at Large

My Commission Expires: AUGUST 20, 2023

SUBLESSEE:

HB OUTPATIENT REHABILITATIVE SERVICES, INC.
A Georgia not for profit corporation

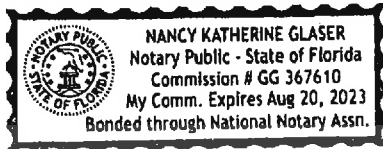
By: 
Name: Douglas M. Baer
Title: Chief Executive Officer

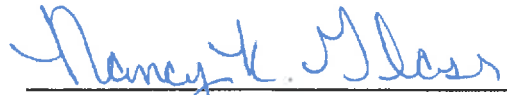
Attest: 
chyanne mingo
Title: project coordinator

STATE OF FLORIDA COUNTY OF DUVAL

BY MEANS OF ☒ PHYSICAL PRESENCE
OR ☐ ONLINE NOTARIZATION

The foregoing instrument was acknowledged before me this 23rd day of JANUARY, 2020, by DOUGLAS M. BAER as CHIEF EXECUTIVE OFFICER of HB Outpatient Rehabilitative Services, Inc., a Georgia not for profit corporation. He/she is personally known to me or has produced _____ as identification.




Notary Public, State of Florida at Large

My Commission Expires: AUGUST 20, 2023

CONSENT OF CITY OF PORT ORANGE, FLORIDA

WITNESSES:

Shelby Field
Name: Shelby Field

Jason Keller
Name: Jason Keller

CITY OF PORT ORANGE, FLORIDA
A chartered municipal corporation

By: Donald O. Burnette
Donald O. Burnette, Mayor

STATE OF FLORIDA
COUNTY OF VOLUSIA

Consent to the foregoing Sublease Agreement was acknowledged before me this 21 day of April, 2020, by Donald O. Burnette, Mayor of the City of Port Orange, Florida, a chartered municipal corporation, who acknowledges that he is duly authorized to execute the foregoing consent to agreement on behalf of the City. He is personally known to me.



SHELBY FIELD
Commission # GG 274469
Expires November 5, 2022
Bonded Thru Budget Notary Services

Shelby Field
Notary Public, State of Florida at Large
Printed name, commission and expiration of
commission term

WITNESSES:

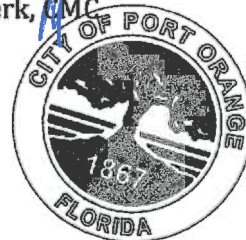
Jason Keller
Name: Jason Keller

Shelby Field
Name: Shelby Field

STATE OF FLORIDA
COUNTY OF VOLUSIA

Attest: Robin L. Fenwick
Robin L. Fenwick
City Clerk, AMC

(Seal)



Consent to the foregoing Sublease Agreement was acknowledged before me this 21 day of April, 2020, by Robin L. Fenwick, as City Clerk, of the City of Port Orange, Florida, a chartered municipal corporation, who acknowledges that she is duly authorized to execute the foregoing consent to agreement on behalf of the City. She is personally known to me.



SHELBY FIELD
Commission # GG 274469
Expires November 5, 2022
Bonded Thru Budget Notary Services

Shelby Field
Notary Public, State of Florida at Large
Printed name, commission and expiration of
commission term



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 3/2/2021

Consent item: Yes

SUBJECT: (B8) Approval to Submit Grant Application for the Fiscal Year 2020 Federal Emergency Management Agency Staffing for Adequate Fire and Emergency Response Grant Program

DEPARTMENT: Fire/Rescue Services

GOAL: 1 - Public Safety

RECOMMENDED MOTION: Move to approve submission of a grant application for the Fiscal Year 2020 Federal Emergency Management Agency Staffing for Adequate Fire and Emergency Response Grant Program

SUMMARY: Fire and Rescue and the Grants Manager are requesting permission to submit a grant application for the for the Fiscal Year 2020 Federal Emergency Management Agency Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program. The SAFER Program provides funding to assist local fire departments with staffing capabilities to respond to emergencies more effectively and safely. This application will request salary and benefits for three positions. No match is required for this grant program.

Project No.: Funding Account No.:

Presenter: amanda lasecki, ken fustin

ATTACHMENTS:

1.	fema_FY-2020_SAFER-NOFO	fema_FY-2020_SAFER-NOFO.pdf
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Robin Fenwick	Created/Initiated - 2/18/2021
Amanda Lasecki	Approved - 2/18/2021
Ken Fustin	Approved - 2/18/2021
Lupe Reyna-Coffin	Approved - 2/18/2021
Scott Neils	Approved - 2/18/2021
Matthew Jones	Approved - 2/22/2021
Jamie Miller	Approved - 2/23/2021
Robin Fenwick	Final Approval - 2/23/2021

**The Department of Homeland Security (DHS)
Notice of Funding Opportunity (NOFO)
Fiscal Year 2020 Staffing for Adequate Fire and Emergency Response
(SAFER) Grant Program**

NOTE: If you are going to apply for this funding opportunity and have **not** obtained a Data Universal Numbering System (DUNS) number and/or **are not** currently registered in the System for Award Management (SAM), please take immediate action to obtain a DUNS Number, if applicable, and then to register immediately in SAM. It may take four weeks or more after you submit your SAM registration before your registration is active in SAM, then an additional 24 hours for Grants.gov to recognize your information. Information on obtaining a DUNS number and registering in SAM is available from Grants.gov at: <http://www.grants.gov/web/grants/register.html>. Detailed information regarding DUNS and SAM is also provided in [Section D – Application and Submission Information](#) of this NOFO, subsection, Content and Form of Application Submission. An active registration is required in order to apply for funding.

A. Program Description

- 1. Issued By**
Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), Grant Programs Directorate (GPD)
- 2. Assistance Listings (formerly Catalog of Federal Domestic Assistance Number)**
97.083
- 3. Assistance Listings Title (formerly CFDA Title)**
Staffing for Adequate Fire and Emergency Response (SAFER) Grant
- 4. Funding Opportunity Title**
FY 2020 Staffing for Adequate Fire and Emergency Response (SAFER) Grant
- 5. Funding Opportunity Number**
DHS-20-GPD-083-00-99
- 6. Authorizing Authority for Program**
Section 34 of the *Federal Fire Prevention and Control Act of 1974*, Pub. L. No. 93-498, as amended (15 U.S.C § 2229a) <https://www.govinfo.gov/content/pkg/USCODE-2018-title15/pdf/USCODE-2018-title15-chap49-sec2229a.pdf>
- 7. Appropriation Authority for Program**
Department of Homeland Security Appropriations Act, 2020 (Pub. L. No. 116-93) <https://www.govinfo.gov/content/pkg/PLAW-116publ93/pdf/PLAW-116publ93.pdf>

8. Announcement Type

Initial

9. Program Overview, Objectives, and Priorities

Overview

The Fiscal Year (FY) 2020 Staffing for Fire and Emergency Response (SAFER) Grant Program (hereafter referred to as the SAFER Program) is one of three grant programs that constitute the Department of Homeland Security (DHS), Federal Emergency Management Agency's (FEMA) focus on enhancing the safety of the public and firefighters with respect to fire and fire-related hazards. The SAFER Program accomplishes this by providing funding directly to fire departments and volunteer firefighter interest organizations to assist in increasing the number of firefighters to help communities meet industry minimum standards and attain 24-hour staffing to provide adequate fire protection from fire and fire-related hazards, and to fulfill traditional missions of fire departments. The SAFER Program represents one part of a comprehensive set of measures authorized by Congress and implemented by DHS. Among the five basic homeland security missions noted in the DHS [Strategic Plan](#), the SAFER Program supports the goal to Strengthen National Preparedness and Resilience. In awarding grants, the FEMA Administrator is required to consider:

- The findings and recommendations of the Technical Evaluation Panel;
- The degree to which an award will reduce deaths, injuries, and property damage by reducing the risks associated with fire-related and other hazards;
- The extent of an applicant's need for a SAFER Program grant and the need to protect the United States as a whole; and,
- The number of calls requesting or requiring a firefighting or emergency medical response received by an applicant.

The [2018-2022 FEMA Strategic Plan](#) creates a shared vision for the field of emergency management and sets an ambitious, yet achievable, path forward to unify and further professionalize emergency management across the country. The SAFER Program supports the goal of Ready the Nation for Catastrophic Disasters. We invite all of our stakeholders and partners to also adopt these priorities and join us in building a stronger Agency and a more prepared and resilient Nation.

Objectives

The objectives of the SAFER Program are to assist local fire departments with staffing and deployment capabilities to respond to emergencies and assure that communities have adequate protection from fire and fire-related hazards. Local fire departments accomplish this by improving staffing and deployment capabilities, so they may more effectively and safely respond to emergencies. With enhanced staffing levels, recipients should experience a reduction in response times and an increase in the number of trained personnel assembled at the incident scene.

Priorities

Information on program priorities and objectives for the FY 2020 SAFER Program can be found in [Appendix B – Programmatic Information and Priorities](#).

10. Performance Metrics

The grant recipient is required to collect data to allow FEMA to measure performance of the awarded grant in support of the SAFER Program metrics, which are tied to the programmatic objectives and priorities. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient must submit sufficient information to demonstrate it has met the performance goal as stated in its award. FEMA will measure the recipient's performance of the grant by comparing the number of items, supplies, projects, and activities needed and requested in its application with the number of items, supplies, projects, and activities acquired and delivered by the end of the period of performance using the following programmatic metrics:

- Percent of “majority career” SAFER Program recipients structural fire responses that complied with National Fire Protection Association (NFPA) 1710 structural response standards.
- Percent of “majority volunteer” SAFER Program recipients structural fire responses that complied with NFPA 1720 structural response standards.
- Percent of SAFER Program recipients who reported and provided evidence that the grant funding increased compliance with NFPA 1710 or 1720 assembly and deployment standards.

B. Federal Award Information

1. **Available Funding for the NOFO:** \$355 million
2. **Projected number of Awards:** 300
3. **Period of Performance:** 12 to 48 months from the date of award. Extensions to the period of performance are allowed. For additional information on period of performance extensions, refer to [Section H – Additional Information - Extensions to the Grant Period of Performance](#).

FEMA awards under this program only include one budget period, so it will be same as the period of performance. *See* 2 C.F.R. § 200.1 for definitions of “budget period” and “period of performance.”

- **Hiring of Firefighters (Hiring) Activity:** The period of performance for applications funded under the Hiring Activity will be 36 months.
- **Recruitment and Retention (R&R) Activity:** The period of performance for applications funded under the R&R Activity is 12, 24, 36, or 48 months.

4. **Projected Period of Performance Start Date(s):** August 24, 2021 (will vary based on award date and activity type)
5. **Projected Period of Performance End Date(s):** August 24, 2022 - 2025 (will vary based on award date and activity type)
6. **Funding Instrument Type:** Grant

C. **Eligibility Information**

1. **Eligible Applicants**

a. **Hiring Activity**

Fire departments operating in any of the 50 states, as well as fire departments in the District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of Puerto Rico,¹ or any federally recognized Indian tribe or tribal organization. A fire department is an agency or organization having a formally recognized arrangement with a state, local, tribal, or territorial authority (city, county, parish, fire district, township, town, or other governing body) to provide fire suppression to a population within a geographically fixed primary first due response area. National, regional, state, local, tribal and nonprofit interest organizations representing the interests of volunteer firefighters are not eligible to receive a SAFER Program award under the Hiring Activity.

b. **R&R Activity**

Volunteer and combination fire departments operating in any of the 50 states, as well as fire departments in the District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of Puerto Rico,¹ or any federally recognized Indian tribe or tribal organization. A fire department is an agency or organization having a formally recognized arrangement with a state, local, tribal, or territorial authority (city, county, parish, fire district, township, town, or other governing body) to provide fire suppression to a population within a geographically fixed primary first due response area. National, regional, state, local, tribal and nonprofit interest organizations representing the interests of volunteer firefighters are eligible to receive a SAFER Program award under the R&R Activity. Career fire departments are not eligible to apply for funding under the R&R Activity.

Information on ineligible applications and/or organizations is in [Appendix B – Programmatic Information and Priorities](#).

2. **Eligible Activities**

¹ The District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of Puerto Rico are all defined as “States” in the Federal Fire Prevention and Control Act of 1974. See 15 U.S.C. § 2203(10).

- **Hiring Activity:** The Hiring Activity offers grants to support applications to hire new, additional firefighters (or to change the status of part-time or paid-on-call firefighters to full-time firefighters), rehire laid off firefighters, or to retain firefighters facing layoff.
- **R&R Activity:** The R&R Activity offers grants to support applications to assist fire departments with the recruitment and retention of volunteer firefighters who are involved with or trained in the operations of firefighting and emergency response.

Each activity has its own application and eligibility requirements, as further outlined in [Appendix B – Programmatic Information and Priorities](#).

3. Other Eligibility Criteria

a. National Incident Management System (NIMS) Implementation

SAFER Program applicants are not required to comply with NIMS to apply for SAFER Program funding or to receive a SAFER Program award. Any applicant who receives an FY 2020 SAFER Program award must achieve the level of [NIMS compliance](#) required by the Authority Having Jurisdiction (AHJ) over the applicant's emergency service operations (e.g., a local government), prior to the end of the grant's period of performance.

4. Maintenance of Effort (MOE)

There is no MOE or minimum budget requirement for the FY 2020 SAFER Program.

5. Cost Share or Match

There is no cost share or match or position cost limit for the FY 2020 SAFER Program.

6. Economic Hardship Waivers

Because there is no minimum budget requirement, no cost share requirement, and no position cost limit, an economic hardship waiver process is not necessary. Therefore, no economic hardship waiver process applies to the FY 2020 SAFER Program.

D. Application and Submission Information

1. Key Dates and Times – all times listed are Eastern Time (ET):

Date Posted to Grants.gov:	February 1, 2021
Application Start Date:	February 8, 2021 at 8 a.m.
Application Submission Deadline:	March 12, 2021 at 5 p.m.

All applications must be received by the established deadline.

FEMA's Grants Outcomes System (FEMA GO) automatically records proof of timely submission and the system generates an electronic date/time stamp when FEMA GO

successfully receives the application. The individual with the Authorized Organization Representative role that submitted the application will also receive the official date/time stamp and a FEMA GO tracking number in an email serving as proof of their timely submission. For additional information on how an applicant will be notified of application receipt, see the subsection titled “Timely Receipt Requirements and Proof of Timely Submission” in Section D of this NOFO.

FEMA will not review applications that are received after the deadline or consider these late applications for funding. FEMA may, however, extend the application deadline on request for any applicant who can demonstrate that good cause exists to justify extending the deadline. Good cause for an extension may include technical problems outside of the applicant’s control that prevent submission of the application by the deadline, other exigent or emergency circumstances, or statutory requirements for FEMA to make an award.

Applicants experiencing technical problems outside of their control must notify FEMA as soon as possible and before the application deadline. Failure to timely notify FEMA of the issue that prevented the timely filing of the application may preclude consideration of the award. “Timely notification” of FEMA means the following: prior to the application deadline and within 48 hours after the applicant became aware of the issue.

If applicants experience technical issues, they must notify the FEMA GO Helpdesk as soon as possible. The FEMA GO Helpdesk can be reached at (877) 585-3242 or by e-mail at femago@fema.dhs.gov. The FEMA GO Helpdesk is open Monday through Friday, 8 a.m. – 6 p.m. ET.

A list of FEMA contacts can be found in Section G of this NOFO, “DHS Awarding Agency Contact Information.” For programmatic or grants management questions, please contact your Program Analyst or Grants Management Specialist. If applicants do not know who to contact or if there are programmatic questions or concerns, please contact the SAFER Help Desk at (866) 274-0960 or by e-mail at firegrants@fema.dhs.gov. The SAFER Help Desk is open Monday through Friday, 8 a.m. – 4:30 p.m. ET.

Anticipated Funding Selection Date: **May 24, 2021**

Anticipated Award Date: Beginning on approximately **May 24, 2021** and continuing thereafter until all FY 2020 SAFER Program grant awards are issued (but no later than September 30, 2021).

Other Key Dates:

Event	Suggested Deadline for Completion
Obtaining DUNS Number	Four weeks before actual submission deadline
Obtaining a valid Employer Identification Number (EIN)	Eight weeks before actual submission deadline

Registering in or Updating SAM registration	Four weeks before actual submission deadline
Registering Organization in FEMA Grants Outcomes (FEMA GO) System	Prior to beginning application
Submitting complete application in FEMA GO	One week before actual submission deadline

2. Agreeing to Terms and Conditions of the Award

By submitting an application, the applicant agrees to comply with the requirements of this NOFO and the terms and conditions of its award, should the applicant receive an award.

3. Address to Request Application Package

The online FY 2020 SAFER Program application is only available via the SAFER Program's FEMA GO application portal at <https://go.fema.gov>.

Note: Hard copies of the application are not available. However, the Telephone Device for the Deaf (TDD) and/or Federal Information Relay Service (FIRS) number available for this Notice is (800) 462-7585.

Content and Form of Application Submission

FEMA will process applications through FEMA GO. Application tutorials and Frequently Asked Questions (FAQs) explain the current SAFER Program, assist with the online grant application, and highlight lessons learned and changes for FY 2020. For more details, please visit the SAFER Program website at <https://www.fema.gov/grants/preparedness/firefighters/safer>.

DHS makes all funding opportunities available on the internet, accessible at <http://www.grants.gov>. If applicants experience difficulties accessing information or have any questions, please call the Grants.gov Contact Center at (800) 518-4726.

The Grants.gov website will direct applicants to FEMA GO, at <https://go.fema.gov>, which contains the online SAFER Program application. The online SAFER Program application incorporates all required forms.

FEMA GO will allow the applicant's authorized representative(s) to log in and create their own account. This account is specific to the authorized user and must not be shared with other personnel. The FEMA GO account is separate from any previous accounts created in the eGrants system. Applicants can save, retrieve, update and revise their work through the end of the application period. The automated system does not allow applicants to submit incomplete applications. The system alerts applicants when required information has not been entered. Prior to final submission, an online application may be saved, retrieved, or edited up to the application deadline.

Note: FEMA GO will support only the most recent major release of the following browsers:

- Google Chrome
- Internet Explorer
- Mozilla Firefox
- Apple Safari
- Microsoft Edge

Users who attempt to use tablet type devices or other browsers may encounter issues with using FEMA GO.

**NO APPLICATIONS WILL BE RELEASED BACK TO THE
APPLICANT AFTER FINAL SUBMISSION**

After the application period has ended, no changes can be made. There is no appeal process for inaccurate or incomplete information.

a. Standard Required Application Forms and Information

The following forms or information are required to be submitted via FEMA GO. The Standard Forms (SF) are also available at

<https://www.grants.gov/web/grants/forms/sf-424-family.html>.

- **SF-424, Application for Federal Assistance**
- **Grants.gov Lobbying Form, Certification Regarding Lobbying**
- **SF-424A, Budget Information (Non-Construction)**
- **SF-424B, Standard Assurances (Non-Construction)**
- **SF-LLL, Disclosure of Lobbying Activities**
- **Indirect Cost Agreement or Proposal** If the budget includes indirect costs, the applicant is required to have an indirect cost rate agreement or proposal. If the applicant does not have or is not required to have an indirect cost rate agreement or proposal, please see the “Funding Restrictions and Allowable Costs” section of this NOFO for further information regarding allowability of indirect costs and whether alternatives to an indirect cost rate agreement or proposal might be available, or contact the relevant FEMA staff identified in Section G of this NOFO, “DHS Awarding Agency Contact Information” for further instructions. However, indirect costs are not allowable under the Hiring Activity, so this only applies to the R&R Activity.

b. Program-Specific Required Forms and Information

For program-specific required and optional forms and information, please see the appendices to this NOFO.

4. Steps Required to Obtain a Unique Identifier, Register in the System for Award Management (SAM), and Submit an Application

Applying for an award under this program is a multi-step process and requires time to complete. Applicants are encouraged to register early as the registration process can take four weeks or more to complete. Therefore, registration should be done in sufficient time to ensure it does not impact your ability to meet required submission deadlines.

Please review the table above for estimated deadlines to complete each of the steps listed. Failure of an applicant to comply with any of the required steps before the deadline for submitting an application may disqualify that application from funding.

To apply for an award under this program, all applicants must:

- a. Apply for, update, or verify their Data Universal Numbering System (DUNS) number from Dun & Bradstreet and Employer Identification Number (EIN) from the Internal Revenue Service;
- b. In the application, provide a valid DUNS number, which is currently the unique entity identifier;
- c. Have an account with login.gov;
- d. Register for, update, or verify their SAM account and ensure the account is active before submitting the application;
- e. Register in FEMA GO, add the organization to the system, and establish the Authorized Organizational Representative (AOR). The organization's electronic business point of contact (EBiz POC) from the SAM registration may need to be involved in this step. For step-by-step instructions, *see* <https://www.fema.gov/media-library/assets/documents/181607>;
- f. Submit the complete application in FEMA GO; and
- g. Continue to maintain an active SAM registration with current information at all times during which it has an active federal award or an application or plan under consideration by a federal awarding agency. As part of this, applicants must also provide information on an applicant's immediate and highest-level owner and subsidiaries, as well as on all predecessors that have been awarded federal contracts or federal financial assistance within the past three years, if applicable.

Applicants are advised that FEMA may not make a federal award until the applicant has complied with all applicable DUNS and SAM requirements. Therefore, an applicant's SAM registration must be active not only at the time of application, but also during the application review period and when FEMA is ready to make a federal award. Further, applicants must maintain an active SAM registration with current information at all times during which the applicant has an active federal award or an application or plan under consideration by any federal awarding agency. If an applicant's SAM registration is expired at the time of application, expires during application review, or expires any other time before award, FEMA may determine that the applicant is not qualified to receive a federal award and use that determination as a basis for making a federal award to another applicant.

Per 2 C.F.R. § 25.110(c)(2)(ii), if an applicant is experiencing exigent circumstances that prevents it from receiving a DUNS number and completing SAM registration prior to receiving a federal award, the applicant must notify FEMA as soon as possible by contacting askcsid@fema.dhs.gov and providing the details of the circumstances that prevent completion of these requirements. If FEMA determines that there are exigent circumstances and FEMA has decided to make an award, the applicant will be required to obtain a DUNS number and complete SAM registration within 30 days of the federal award date.

Electronic Delivery

DHS is participating in the Grants.gov initiative to provide the grant community with a single site to find and apply for grant funding opportunities. DHS encourages or requires applicants to submit their applications online through Grants.gov, depending on the funding opportunity. For this funding opportunity, FEMA requires applicants to submit applications through FEMA GO.

5. How to Register to Apply

a. General Instructions

Registering and applying for an award under this program is a multi-step process and requires time to complete. Read the instructions below about registering to apply for FEMA funds. Applicants should read the registration instructions carefully and prepare the information requested before beginning the registration process. Reviewing and assembling the required information before beginning the registration process will alleviate last-minute searches for required information.

The registration process can take up to four weeks to complete. To ensure an application meets the deadline, applicants are advised to start the required steps well in advance of their submission.

Organizations must have a DUNS Number, EIN, and an active SAM registration.

b. Obtain a DUNS Number

All entities applying for funding, including renewal funding, must have a DUNS number from Dun & Bradstreet (D&B). Applicants must enter the DUNS number in the data entry field labeled "Organizational DUNS" on the SF-424 form.

For more detailed instructions for obtaining a DUNS number, refer to <https://www.grants.gov/web/grants/applicants/organization-registration/step-1-obtain-duns-number.html>.

Note: At some point, the DUNS Number will be replaced by a “new, non-proprietary identifier” requested in, and assigned by, SAM.gov. This new identifier is being called the Unique Entity Identifier (UEI), or the Entity ID. Grants.gov has begun preparing for this transition by educating users about the upcoming changes and updating field labels and references to the DUNS Number (the current identifier) within the Grants.gov system. Users should continue using the DUNS Number in UEI fields until further notice. To learn more about SAM’s rollout of the UEI, please visit <https://gsa.gov/entityid>.

c. Obtain Employer Identification Number

In addition to having a DUNS number, all entities applying for funding must provide an EIN. The EIN can be obtained from the IRS at <https://www.irs.gov/businesses/small-businesses-self-employed/apply-for-an-employer-identification-number-ein-online>.

d. Create a login.gov account

Applicants must have a login.gov account in order to register with SAM or update their SAM registration. Applicants can create a login.gov account here:

https://secure.login.gov/sign_up/enter_email?request_id=34f19fa8-14a2-438c-8323-a62b99571fd3.

Applicants only have to create a login.gov account once. For applicants that are existing SAM users, use the same email address for the login.gov account as with SAM.gov so that the two accounts can be linked.

For more information on the login.gov requirements for SAM registration, refer to <https://www.sam.gov/SAM/pages/public/loginFAQ.jsf>.

e. Register with SAM

In addition to having a DUNS number, all organizations applying online through Grants.gov must register with SAM. Failure to register with SAM will prevent your organization from applying through Grants.gov. SAM registration must be renewed annually.

For more detailed instructions for registering with SAM, refer to <https://www.grants.gov/web/grants/applicants/organization-registration/step-2-register-with-sam.html>.

Note: As a new requirement per 2 C.F.R. § 25.200, applicants must also provide the applicant's immediate and highest-level owner, subsidiaries, and predecessors that have been awarded federal contracts or federal financial assistance within the last three years, if applicable.

f. Additional SAM Reminders

Existing SAM.gov account holders should check their account to make sure it is "ACTIVE." SAM registration should be completed at the very beginning of the application period and should be renewed annually to avoid being "INACTIVE." **Please allow plenty of time before the grant application submission deadline to obtain a DUNS number and then to register in SAM. It may be four weeks or more after an applicant submits the SAM registration before the registration is active in SAM, and then it may be an additional 24 hours before FEMA's system recognizes the information.**

It is imperative that the information applicants provide is correct and current. Please ensure that your organization's name, address, DUNS number, and EIN are up to date in SAM and that the DUNS number used in SAM is the same one used to apply for all other FEMA awards. Payment under any FEMA award is contingent on the recipient's having a current SAM registration.

Help with SAM

The SAM quick start guide for new recipient registration and SAM video tutorial for

new applicants are tools created by the General Services Administration (GSA) to assist those registering with SAM. If applicants have questions or concerns about a SAM registration, please contact the Federal Support Desk at <https://www.fsd.gov/fsd-gov/home.do>, or call toll free at (866) 606-8220, Monday through Friday, 8 a.m. – 8 p.m. ET.

g. Register in FEMA GO, Add the Organization to the System, and Establish the AOR

Applicants must register in FEMA GO and add their organization to the system. The organization's electronic business point of contact (EBiz POC) from the SAM registration may need to be involved in this step. For step-by-step instructions, see <https://www.fema.gov/media-library/assets/documents/181607>.

Note: FEMA GO will support only the most recent major release of the following browsers:

- Google Chrome
- Internet Explorer
- Mozilla Firefox
- Apple Safari
- Microsoft Edge

Users who attempt to use tablet type devices or other browsers may encounter issues with using FEMA GO.

6. Timely Receipt Requirements and Proof of Timely Submission

All applications must be completed in FEMA GO and received by **March 12, 2021** at 5 p.m. ET. FEMA GO automatically records proof of timely submission and the system generates an electronic date/time stamp when FEMA GO successfully receives the application. The individual with the Authorized Organization Representative role that submitted the application will also receive the official date/time stamp and a FEMA GO tracking number in an email serving as proof of their timely submission on the date and time that FEMA GO received the application. Applications received by FEMA GO after the established due date for applications will be considered late and will not be considered for funding.

Applicants who experience system-related issues will be addressed until 3 p.m. ET on the date applications are due. No new system-related issues will be addressed after this deadline.

Applicants using slow internet connections, such as dial-up connections, should be aware that transmission can take some time before FEMA GO receives your application. FEMA GO will provide either an error message or a successfully received transmission in the form of an email sent to the AOR that submitted the application. The FEMA GO Support Center reports that some applicants end the transmission because they think that nothing is occurring during the transmission process. Do not do this. It may cause your application to fail to be submitted and consequently not be considered for funding. Please

be patient and give the system time to process the application.

7. Intergovernmental Review

An intergovernmental review may be required. Applicants must contact their State's Single Point of Contact (SPOC) to comply with the State's process under Executive Order 12372 (<https://www.archives.gov/federal-register/codification/executive-order/12372.html>; ; https://www.whitehouse.gov/wp-content/uploads/2020/01/spoc_1_16_2020.pdf).

8. Funding Restrictions and Allowable Costs

All costs charged to awards covered by this NOFO must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements at 2 C.F.R. Part 200, unless otherwise indicated in the NOFO, or the terms and conditions of the award. This includes, among other requirements, that costs must be incurred, and products and services must be delivered, within the period of performance of the award. *See* 2 C.F.R. § 200.403(h) (referring to budget periods, which for FEMA awards under this program is the same as the period of performance).

In general, the Cost Principles establish standards for the allowability of costs, provide detailed guidance on the cost accounting treatment of costs as direct or administrative costs, and set forth allowability principles for selected items of cost. More specifically, except as otherwise stated in this NOFO, the terms and condition of an award, or other program materials, costs charged to awards covered by this NOFO must be consistent with the Cost Principles for Federal Awards located at 2 C.F.R. Part 200, Subpart E. In order to be allowable, all costs charged to a FEMA award or applied to the cost share must be reasonable in nature and amount and allocable to the particular FEMA award.

Additionally, all costs charged to awards must comply with the grant program's applicable statutes, policies, requirements in this NOFO as well as with the terms and conditions of the award. If FEMA staff identify costs that are inconsistent with any of these requirements, these costs may be disallowed, and FEMA may recover funds as appropriate, consistent with applicable laws, regulations, and policies.

As part of those requirements, grant recipients and subrecipients may only use federal funds or funds applied to a cost share for the purposes set forth in this NOFO and the terms and conditions of the award, and those costs must be consistent with the statutory authority for the award.

Grant funds may not be used for matching funds for other federal grants/cooperative agreements, lobbying, or intervention in federal regulatory or adjudicatory proceedings. In addition, federal funds may not be used to sue the federal government or any other government entity.

Additionally, federal employees are prohibited from serving in any capacity (paid or unpaid) on the development of any proposal submitted under this program.

In addition to the subsections below, please see [Appendix B – Programmatic Information and Priorities, section E. Restrictions on Use of Award Funds](#) for additional information on funding restrictions and allowable costs.

a. Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services

Recipients and subrecipients of FEMA federal financial assistance are subject to the prohibitions described in section 889 of the [John S. McCain National Defense Authorization Act for Fiscal Year 2019 \(FY 2019 NDAA\)](#), Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.326, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to FEMA recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Please refer to the [Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services \(Interim\)](#) for additional guidance.

Effective August 13, 2020, FEMA recipients and subrecipients **may not** use any FEMA funds under open or new awards to:

- (1) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (2) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or,
- (3) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

i. Replacement Equipment and Services

FEMA grant funding may be permitted to procure replacement equipment and services impacted by this prohibition, provided the costs are otherwise consistent with the requirements of the NOFO.

ii. Definitions

Per section 889(f)(2)-(3) of the FY 2019 NDAA and 2 C.F.R. § 200.216, covered telecommunications equipment or services means:

- i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

- ii. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or,
- iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

Examples of the types of products covered by this prohibition include phones, internet, video surveillance, and cloud servers when produced, provided, or used by the entities listed in the definition of "covered telecommunications equipment or services." See 2 C.F.R. § 200.471.

b. Construction

Construction costs are *not eligible* under the SAFER Program. Construction includes major alterations to a building that changes the profile or footprint of the structure. Modifications to facilities activities described in [Appendix B – Programmatic Information and Priorities, section F. Funding Priorities](#) are not considered construction costs for purposes of general award cost categorization and may be eligible. However, modifications to facilities activities might be considered "construction" for purposes of applicable procurement under grants requirements or environmental protection and historic preservation purposes.

c. Pre-award Costs

Only costs incurred during the period of performance are allowable. However, recipients of an R&R Activity award may be reimbursed for grant writer fees. See also [Appendix C – Award Administration Information](#) for further information regarding grant writer fees and the "[Additional Information](#)" section of this NOFO for general procurement under grants requirements.

d. Award Limits

There is no maximum award amount for awards made under the FY 2020 SAFER Program.

e. Management and Administration (M&A) Costs

M&A expenses should be based only on actual expenses or known contractual costs; requests that are simple percentages of the award, without supporting justification, will not be allowed or considered for reimbursement. Salaries and fringe benefits for personnel directly supporting the grant are not required to be included in the M&A budget line item. No more than 3 percent of the federal share of SAFER Program

funds awarded may be expended by the recipient for M&A for purposes associated with the SAFER Program award. M&A costs are not eligible under the Hiring Activity.

f. Indirect Facilities & Administrative (F&A) Costs

Indirect costs are allowable only under the R&R Activity under this program and as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414. Applicants with a current negotiated indirect cost rate agreement that desire to charge indirect costs to an award must provide a copy of their negotiated indirect cost rate agreement at the time of application. Not all applicants are required to have a current negotiated indirect cost rate agreement. Applicants that are not required by 2 C.F.R. Part 200 to have a negotiated indirect cost rate agreement but are required by 2 C.F.R. Part 200 to develop an indirect cost rate proposal must provide a copy of their proposal at the time of application. Applicants who do not have a current negotiated indirect cost rate agreement (including a provisional rate) and wish to charge the de minimis rate must reach out to FireGrants@fema.dhs.gov for further instructions. Applicants who wish to use a cost allocation plan in lieu of an indirect cost rate must also reach out to FireGrants@fema.dhs.gov for further instructions. Post-award requests to charge indirect costs will be considered on a case-by-case basis and based upon the submission of an agreement or proposal as discussed above or based upon on the de minimis rate or cost allocation plan, as applicable. Indirect costs are not allowable under the Hiring Activity.

9. Environmental and Historical Preservation (EHP)

As a federal agency, DHS/FEMA is required to consider the effects of its actions on the environment and historic properties to ensure that all activities and programs funded by the agency, including grant-funded projects, comply with Federal EHP regulations, laws, Executive Orders, regulations, and policies, as applicable.

Recipients proposing projects that have the potential to impact the environment, including but not limited to modification or renovation of existing buildings, structures, and facilities, must participate in the DHS/FEMA EHP review process. The EHP review process involves the submission of a screening form that includes a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation, so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA may also be required to consult with other regulatory agencies and the public in order to complete the review process. Federal law requires EHP review to be completed before federal funds are released to carry out proposed projects. Grant recipients must receive confirmation of a completed EHP review prior to beginning project activities. FEMA may not be able to fund projects that are not in compliance with applicable EHP laws, Executive Orders, regulations, and policies.

Applicants may attach the optional EHP form during the application period for the project(s) they wish to pursue; however, it does not guarantee award. Once the awards are announced, it is the responsibility of the grant recipients to supply the required

EHP form at that time to DHS/FEMA, if they have not submitted already during the application period. Applicants can only proceed with their project(s) once the EHP review is completed and approved. DHS/FEMA may notify grant recipients via email if EHP review is required and will provide instructions on how to comply.

DHS and FEMA EHP policy is found in directives and instructions available on the [FEMA.gov EHP page](#), the FEMA website page that includes documents regarding EHP responsibilities and program requirements, including implementation of the National Environmental Policy Act and other EHP regulations and Executive Orders.

Additionally, all SAFER Program recipients are required to comply with FEMA GPD EHP Policy Guidance. FEMA Policy # 108-023-1, [Environmental Planning and Historic Preservation Policy Guidance](#).

SAFER Program applications that involve the installation of supplies/equipment not specifically excluded from a FEMA EHP Review, per the GPD Programmatic Environmental Assessment (PEA), such as ground-disturbing activities, or modification/renovation of existing buildings or structures, will require an EHP review. Some equipment activities will require an EHP review as well. Such activities include but are not limited to the installation of:

- Building renovations such as removal of wall or installation of electrical or water lines
- Training/exercises in natural settings such as rope or swift water
- LED Signs; and
- Any scope of work that involves ground disturbances

The following activities would not require the submission of the FEMA EHP Screening Form:

- Planning and development of policies or processes;
- Management, administrative or personnel actions;
- Classroom-based training;
- Acquisition of mobile and portable equipment (not involving installation) on or in a building and does not require a storage area to be constructed; and
- Purchase of Personal Protective Equipment (PPE) and/or SCBA.

E. Application Review Information

1. Application Evaluation Criteria

a. Programmatic Criteria

Funding priorities and programmatic criteria for evaluating SAFER Program applications are established by FEMA based on the recommendations from the Criteria Development Panel (CDP). Each year, FEMA convenes a panel of fire

service professionals to develop funding priorities for the SAFER Program. The panel makes recommendations about funding priorities as well as developing criteria for awarding grants.

The **nine major fire service organizations** represented on the panel are:

- International Association of Fire Chiefs
- International Association of Fire Fighters
- National Volunteer Fire Council
- National Fire Protection Association
- National Association of State Fire Marshals
- International Association of Arson Investigators
- International Society of Fire Service Instructors
- North American Fire Training Directors; and
- Congressional Fire Service Institute

The CDP is charged with making recommendations to FEMA regarding the creation or modification of previously established funding priorities as well as developing criteria for awarding grants. The content of this NOFO reflects implementation of the CDP's recommendations with respect to the priorities, direction, and criteria for awards.

FEMA will rank all complete and submitted applications based on how well they match the program priorities for the type of activity. Answers to the application's activity specific questions provide information used to determine each application's ranking.

b. Financial Integrity Criteria

Prior to making a federal award, FEMA is required by 31 U.S.C. § 3354, as amended by the Payment Integrity Information Act of 2019, Pub. L. No. 116-117 (2020); 41 U.S.C. § 2313; and 2 C.F.R. § 200.206 to review information available through any Office of Management and Budget (OMB)-designated repositories of government-wide eligibility qualification or financial integrity information, including whether the applicant is suspended or debarred. FEMA may also pose additional questions to the applicant to aid in conducting the pre-award risk review. Therefore, application evaluation criteria may include the following risk-based considerations of the applicant:

- i. Financial stability;
- ii. Quality of management systems and ability to meet management standards;
- iii. History of performance in managing federal award;
- iv. Reports and findings from audits; and
- v. Ability to effectively implement statutory, regulatory or other requirements.

c. Supplemental Financial Integrity Review

Prior to making a federal award where the anticipated federal share of a federal award will be greater than the simplified acquisition threshold (currently \$250,000):

- i. FEMA is required to review and consider any information about the applicant, including information on the applicant's immediate and highest-level owner, subsidiaries, and predecessors, if applicable, that is the designated integrity and performance system accessible through SAM, which is currently the Federal Awardee Performance and Integrity Information System (FAPIIS).
- ii. An applicant, at its option, may review information in FAPIIS and comment on any information about itself that a federal awarding agency previously entered.
- iii. FEMA will consider any comments by the applicant, in addition to the other information in FAPIIS, in making a judgment about the applicant's integrity, business ethics, and record of performance under federal awards when completing the review of risk posed by applicants, as described in 2 C.F.R. § 200.206.

2. Review and Selection Process

SAFER Program applications are reviewed through a multi-phase process. All applications are electronically pre-scored and ranked based on how well they align with the funding priorities outlined in this NOFO. Applications are then scored competitively by no less than three members of a Peer Review Panel.

Applications with the highest score rankings per activity will also be evaluated through a series of internal FEMA review processes for completeness, adherence to programmatic guidelines, technical feasibility, costs/quantities, and anticipated effectiveness of the proposed project(s). Below is the process by which applications will be reviewed:

i. Pre-scoring Process

The application undergoes an electronic pre-scoring process based on established program priorities listed in [Appendix B – Programmatic Information and Priorities](#) and answers to activity-specific questions within the online application. Application Narratives are not reviewed during pre-score process. “Request Details” and “Budget” information should comply with program guidance and statutory funding limitations. The pre-score is 50 percent of the total application score under the Hiring Activity and 30 percent of the total application score under the R&R Activity.

ii. Peer Review Panel Process

All applications will be evaluated by the Peer Review Panel process. A panel of peer reviewers is comprised of fire service representatives recommended by the CDP. Peer reviewers will assess the merits of each application based on the narrative statement on the requested activity. The evaluation elements listed in the “Narrative Evaluation Criteria” below will be used to calculate the narrative's score for each activity requested. Panelists will independently score each

requested activity within the application, discuss the merits and/or shortcomings of the application with his or her peers, and document the findings. A consensus is not required. The panel score is 50 percent of the total application score under the Hiring Activity and 70 percent of the total application score under the R&R Activity.

iii. Technical Evaluation Process (TEP)

The highest ranked projects from both activities will be considered within the fundable range. Applications that are in the fundable range will undergo a Technical Review by the FEMA Program Office prior to being recommended for award. The FEMA Program Office will assess the request with respect to costs, quantities, feasibility, eligibility, and recipient responsibility prior to recommending any application for award.

Once the TEP is complete, each application's cumulative score will be determined, and a final ranking of applications will be created. FEMA will award grants based on this final ranking and the ability to meet statutorily required funding limitations outlined in [Appendix B - Programmatic Information and Priorities, section E. Restrictions on Use of Award Funds.](#)

3. Narrative Evaluation Criteria

The Narrative Statement of the application must provide specific details about the activity for which applicants seek funding, including budget details. The weighted evaluation criteria used by the peer reviewers in the determination of the grant award, as described below, make up the elements of the Narrative Statement score. FEMA reviews and compares applications for duplication. Therefore, all elements of the Narrative Statements must be original.

The Narrative Statements blocks do not allow for formatting. Do not type the Narrative Statements using only capital letters. Additionally, do not include tables, special characters or fonts (e.g., quotation marks, bullets), or graphs. Space for the Narrative Statement is limited. While each element must have a minimum of 200 characters, the maximum amount of characters varies based on the questions being asked. Once the Narrative Statement is saved to the online application, log-out and then log back into the application to verify that the information was successfully saved.

Peer Review Panelists will evaluate and score each activity based on the following narrative elements within each activity.

I. Hiring Activity

The panel score is 50 percent of the total application score.

a. Project Description (30 percent):

- Why does the department need the positions requested in this application?

- How will the positions requested in this application be used within the department (e.g., fourth firefighter on engine, open a new station, eliminate browned out stations, reduce overtime)?
- What specific services will the requested positions provide to the fire department and community?
- How will funds awarded through this grant enhance the department's ability to protect critical infrastructure within the primary response area?

b. Impact on Daily Operations (30 percent):

- How are the community and the current firefighters employed by the department at risk without the positions requested in this application?
- How will that risk be reduced if awarded?

c. Financial Need (30 percent):

- Provide an income versus expenses breakdown of the current annual budget.
- Describe the department's budget shortfalls and inability to address financial needs without federal assistance.
- Describe what other actions the department has taken to obtain funding elsewhere (e.g. state assistance programs, other grant programs).
- Discuss how the critical functions of the department are affected without this funding.

d. Cost Benefit (10 percent): Describe the benefits (e.g., quantifying the anticipated savings and/or efficiencies) the department and community will realize if awarded the positions requested in this application.

II. R&R Activity (Fire Departments)

The panel score is 70 percent of the total application score.

a. Project Description (30 percent):

- Describe the problems and issues the department is experiencing in recruiting new volunteer firefighters.
- Describe the problems and issues the department is experiencing in retaining current members.
- Describe the implementation plan, including the goals, objectives, methods, specific steps, and timelines to directly address the identified problems or issues.
- Describe the current marketing plan already in place or the marketing program to be put in place with grant funds.
- Describe how the program will be evaluated for its impact on identified recruitment and retention problems and issues. How will the overall effectiveness of the grant will be measured?
- Describe the specific services the new volunteer firefighters and/or retention of current volunteer firefighters will provide for the fire department(s) and community.

- If the grant request will have a regional impact, discuss how the regional partners will benefit and which activities they will benefit from.

b. Impact on Daily Operations (30 percent):

- Describe how the community and current volunteer firefighters in the department are at risk without the items or activities requested in this application.
- Describe how that risk will be reduced if awarded funding.
- Explain the impact the recruitment of new volunteer firefighters and/or the retention of current volunteer firefighters will have on the department's NFPA compliance.

c. Financial Need (30 percent):

- Provide an income versus expenses breakdown of the department's current annual budget.
- Describe the department's budget shortfalls and its inability to address financial needs without federal assistance.
- Describe what other actions the department has taken to obtain funding elsewhere (e.g., state assistance programs, other grant programs), and how similar projects have been funded in the past.
- Discuss how the critical functions of the department are affected without this funding.

d. Cost Benefit (10 percent): Describe the benefits (e.g., quantifying the anticipated savings and/or efficiencies) the department and community will realize if awarded the items or activities requested in this application.

III. R&R Activity (National, state, local, or federally recognized tribal volunteer firefighters interest organizations)

The panel score is 70 percent of the total application score.

a. Project Description (30 percent):

- Describe the problems and issues the fire departments that the organization will be reaching with this grant are experiencing in recruiting new volunteer firefighters.
- Describe the problems and issues the same departments are experiencing in retaining current members.
- Describe the organization's implementation plan, including the goals, objectives, methods, specific steps, and timelines to directly address the problems or issues identified.
- Describe the current marketing plan already in place, or the marketing program to be put in place with grant funds.
- Describe how the program will be evaluated for its impact on the identified recruitment and retention problems and issues of the fire departments participating in this grant. Describe how the overall effectiveness of the grant will be measured.

- Describe the specific services the new volunteer firefighters and/or retention of current volunteer firefighters will provide for the fire departments participating in this application and their respective communities.
 - Describe the organization's procurement practices and the timelines outlining the chronological steps to complete the activities requested in this application.
- b. Impact on Daily Operations (30 percent):**
- Describe how the fire departments participating in this application and their current volunteer firefighters and communities are at risk without the items or activities requested in this application.
 - Explain how that risk will be reduced if awarded funding.
 - Describe the impact that the recruitment of new volunteer firefighters and/or the retention of current volunteer firefighters will have on the NFPA compliance of the fire departments participating in this application.
- c. Financial Need (30 percent):**
- Provide an income versus expenses breakdown of the current annual budget.
 - Describe the organization's budget shortfalls and the inability to address the financial needs without federal assistance.
 - Describe the other actions the organization has taken to obtain funding elsewhere (e.g. state assistance programs, other grant programs), and how similar projects have been funded in the past.
 - Discuss how the critical functions of the organization are affected without this funding.
- d. Cost Benefit (10 percent):**
- Describe the benefits (e.g., quantifying the anticipated savings and/or efficiencies) the fire departments participating in this application and their communities will realize if awarded the items or activities requested in this application.

F. Federal Award Administration Information

In addition to the language here, please see [Appendix C – Award Administration Information](#) to this NOFO for additional award administration information.

1. Notice of Award

Before accepting the award, the recipient should carefully read the award package. The award package includes instructions on administering the grant award and the terms and conditions associated with responsibilities under federal awards. Recipients must accept all conditions in this NOFO as well as any specific terms and conditions in the Notice of Award to receive an award under this program.

FEMA will provide the federal award package to the applicant electronically via FEMA GO. Award packages include an Award Letter, Summary Award Memo, Agreement

Articles, and Obligating Document. An email notification of the award package will be sent through FEMA's grant application system to the AOR that submitted the application. Recipients must accept their awards no later than 30 days from the award date. The recipient shall notify FEMA of its intent to accept and proceed with work under the award through the FEMA GO system.

Funds will remain on hold until the recipient accepts the award through the FEMA GO system and all other conditions of the award have been satisfied or until the award is otherwise rescinded. Failure to accept a grant award within the specified timeframe may result in a loss of funds. Recipients may request additional time to accept the award if needed.

2. Period of Performance Guidance

a. Hiring Activity

- The period of performance is 36 months for all grants awarded under this activity.
- A default 180-day recruitment period begins when FEMA approves an application for an award under this activity.
- The 36-month period of performance automatically starts after the 180-day recruitment period, regardless of whether the recipient has successfully hired the requested firefighters. The period of performance cannot start later than 180 days after the award date.
- If a recipient is able to hire all SAFER Program-funded firefighters during the 180-day recruitment period, the period of performance may begin at that time. However, in these instances, recipients must submit an amendment requesting that the period of performance start before the end of the 180-day recruitment period if they wish to begin the period early.

b. R&R Activity

- The period of performance is 12, 24, 36, or 48 months for all grants awarded under this activity.
- A default 90-day recruitment period begins when FEMA approves the application for award. This period allows each recipient time to gather resources, initiate processes, and finalize contracts needed to implement SAFER Program activities before the start of the period of performance in order to maximize the funding's availability. However, the recipient can only expend funds within the period of performance.
- If a recipient is able to begin its recruitment or retention activities during the 90-day recruitment period, the period of performance may begin at that time. However, in these instances, recipients must submit an amendment requesting that the period of performance start before the end of the 90-day recruitment period if they wish to begin the period early.
- The period of performance automatically starts after the 90-day recruitment period ends, regardless of whether the recipient has begun implementing its grant award. The period of performance cannot start later than 90 days after the award date.

3. Differences Between Application Request and Award

During the review process for a SAFER Program award, FEMA may have modified the application request(s). These modifications will be identified in the award package provided upon the offer of an award. If the awarded activities, scope of work, or requested dollar amount(s) do not match the application as submitted, the recipient shall only be responsible for completing the activities actually funded by FEMA. The recipient is under no obligation to start, modify, or complete any activities requested but not funded by the award. The award package will identify any differences under the approved scope of work section.

4. Turndown Notifications

FEMA GO will provide all applicants who do not receive an FY 2020 SAFER Program award with a turndown notification.

5. Administrative and National Policy Requirements

In addition to the requirements of in this section and in this NOFO, FEMA may place specific terms and conditions on individual awards in accordance with 2 C.F.R. Part 200.

DHS Standard Terms and Conditions

All successful applicants for all DHS grant and cooperative agreements are required to comply with DHS Standard Terms and Conditions, which are available online at: [DHS Standard Terms and Conditions](#). The applicable DHS Standard Terms and Conditions will be those in effect at the time in which the award was made.

Before accepting the award, the AOR should carefully read the award package for instructions on administering the grant award and the terms and conditions associated with responsibilities under Federal Awards. Recipients must accept all conditions in this NOFO as well as any special terms and conditions in the Notice of Award to receive an award under this program. By submitting an application, applicants are deemed to have accepted all of the conditions in this NOFO as well.

6. Reporting

Recipients are required to submit various financial and programmatic reports as a condition of their award acceptance. Future awards and funds drawdown may be withheld if these reports are delinquent. Recipients should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of purchasing documentation along with copies of cancelled checks or other proof of payment documentation for verification.

7. Federal Financial Reporting Requirements

The Federal Financial Report Form (SF-425) and instructions are available at the following site: [SF-425 OMB #4040-0014](#).

a. Federal Financial Reports (FFR)

Recipients of SAFER Program grants are required to submit an FFR (SF-425) on a semi-annual basis. The FFR is to be submitted using the online FEMA GO based on

the calendar year beginning with the period after the start of the period of performance. Grant recipients are required to submit an FFR throughout the entire period of performance of the grant.

Reports are due:

1. No later than July 30 (for the period January 1 – June 30)
2. No later than January 30 (for the period July 1 – December 31)
3. Within 120 days after the end of the period of performance

b. Program Performance Reporting Requirements

The recipient is responsible for completing and submitting a Programmatic Performance Report (PPR) using FEMA GO. The PPR is due every three months after the start of the grant's period of performance, and thereafter until the period of performance ends.

The PPR should include the following:

1. A brief narrative of overall project(s) status;
2. A summary of project expenditures;
3. A description of any potential issues that may affect project completion; and
4. Other information specific to the Activities awarded.

c. Closeout Reporting Requirements

Within 120 days after the end of the period of performance, recipients must liquidate all financial obligations and submit a final FFR (SF-425) and a final PPR (within the closeout module in FEMA GO) detailing all accomplishments and a qualitative summary of the impact of those accomplishments throughout the period of performance. The closeout tutorial may be found at <https://www.fema.gov/grants/preparedness/firefighters/closeout-report-tutorial>.

In addition, any recipient that issues subawards to any subrecipient is responsible for closing out those subawards as described in 2 C.F.R. § 200.344; subrecipients are still required to submit closeout materials within 90 days of the period of performance end date. Recipients must ensure that they complete the closeout of their subawards in time to submit all necessary documentation and information to DHS/FEMA during the closeout of their prime grant award.

After the final SF-425 and final performance reports have been reviewed and approved by FEMA, a Closeout Notice will be completed to close out the grant. The notice will indicate the period of performance as closed, list any remaining funds that will be deobligated, and address the requirement of maintaining the grant records for a minimum of three years from the date of the final FFR (SF- 425). The record retention period may be longer, such as due to an audit or litigation, for equipment or real property used beyond the period of performance, or due to other circumstances outlined in 2 C.F.R. § 200.334.

The recipient is responsible for returning any federal funds that they have liquidated

but remain unobligated by the recipient. Information on how to return funds to FEMA is available at <https://www.fema.gov/about/payment>.

d. Administrative Closeout

Administrative closeout is a mechanism for FEMA to unilaterally move forward with closeout of a grant award using available grant award information in lieu of final reports from the recipient per 2 C.F.R. § 200.344(h)-(i). It is a last resort available to FEMA, and if FEMA needs to administratively close an award, this may negatively impact a recipient's ability to obtain future funding. This mechanism can also require FEMA to make cash or cost adjustments and ineligible cost determinations based on the information it has, which may result in identifying a debt owed to FEMA by the recipient.

When a recipient is not responsive to FEMA's reasonable efforts to collect required reports needed to complete the standard closeout process, FEMA is required under 2 C.F.R. § 200.344(h) to start the administrative closeout process within the regulatory timeframe. FEMA will make at least three written attempts to collect required reports before initiating administrative closeout. If the recipient does not submit all required reports in accordance with 2 C.F.R. § 200.344, this NOFO, and the terms and conditions of the award, FEMA must proceed to administratively close the award with the information available within one year of the period of performance end date. Additionally, if the recipient does not submit all required reports within one year of the period of performance end date, per 2 C.F.R. § 200.344(i), FEMA must report in FAPIIS the recipient's material failure to comply with the terms and conditions of the award.

If FEMA administratively closes an award where no final FFR has been submitted, FEMA uses that administrative closeout date in lieu of the final FFR submission date as the start of the record retention period under 2 C.F.R. § 200.334.

In addition, if an award is administratively closed, FEMA may decide to impose remedies for noncompliance per 2 C.F.R. § 200.339, consider this information in reviewing future award applications, or apply special conditions to existing or future awards.

e. Additional Reporting Requirements

i. Disclosing Information per 2 C.F.R. § 180.335

This reporting requirement pertains to disclosing information related to government-wide suspension and debarment requirements. Before a recipient enters into a grant award with FEMA, the recipient must notify FEMA if it knows if it or any of the recipient's principals under the award fall under one or more of the four criteria listed at 2 C.F.R. § 180.335:

- Are presently excluded or disqualified;
- Have been convicted within the preceding three years of any of the offenses listed in 2 C.F.R. § 180.800(a) or had a civil judgment rendered against it or

any of the recipient's principals for one of those offenses within that time period;

- Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses listed in 2 C.F.R. § 180.800(a); or,
- Have had one or more public transactions (federal, state, or local) terminated within the preceding three years for cause or default.

At any time after accepting the award, if the recipient learns that it or any of its principals falls under one or more of the criteria listed at 2 C.F.R. § 180.335, the recipient must provide immediate written notice to FEMA in accordance with 2 C.F.R. § 180.350.

ii. Reporting of Matters Related to Recipient Integrity and Performance

Per 2 C.F.R. Part 200, and [Appendix B – Programmatic Information and Priorities](#), the additional post-award reporting requirements in 2 C.F.R. Part 200, Appendix XII may apply to applicants who, if upon becoming recipients, have a total value of currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies that exceeds \$10 million for any period of time during the period of performance of an award under this funding opportunity.

Recipients that meet these criteria must maintain current information reported in FAPIIS about civil, criminal, or administrative proceedings described in paragraph 2 of Appendix XII at the reporting frequency described in paragraph 4 of Appendix XII.

iii. Single Audit Report

For audits of fiscal years beginning on or after December 26, 2014, recipients that expend \$750,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report, also known as the single audit report.

The audit must be performed in accordance with the requirements of U.S. Government Accountability Office's (GAO) Government Auditing Standards, located at <https://www.gao.gov/yellowbook/overview>, and the requirements of Subpart F of 2 C.F.R. Part 200, located at <http://www.ecfr.gov/cgi-bin/text-idx?node=sp2.1.200.f>.

7. Monitoring and Oversight

Per 2 C.F.R. § 200.337, FEMA, through its authorized representatives, has the right, at all reasonable times, to make site visits or conduct desk reviews to review project accomplishments and management control systems to review award progress and to provide any required technical assistance. During site visits or desk reviews, FEMA will review recipients' files related to the award. As part of any monitoring and program evaluation activities, recipients must permit FEMA, upon reasonable notice, to review

grant-related records and to interview the organization's staff and contractors regarding the program. Recipients must respond in a timely and accurate manner to FEMA requests for information relating to the award.

Grant recipients will be monitored periodically by FEMA staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestones, budgets, and other related program criteria are being met. Monitoring may be accomplished through either a desk-based review or on-site monitoring visits, or both. Monitoring will involve the review and analysis of the financial, programmatic, performance, compliance, and administrative processes and policies, activities, and other attributes of each federal assistance award and will identify areas where technical assistance, corrective actions, and other support may be needed.

The recipient is responsible for monitoring all subaward activities to ensure compliance with federal and state laws, regulations, and guidance. Responsibilities include the accounting of receipts and expenditures, cash management, maintaining of adequate financial records, reporting and refunding expenditures disallowed by audits, monitoring, or other assessments and reviews.

Recipients should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of purchasing documentation along with copies of cancelled checks or other adequate payment documentation for verification.

G. DHS Awarding Agency Contact and Resource Information

1. SAFER Application Guidance Documents

Guidance documents such as application tutorials, Self-Evaluation Guides, and FAQs are provided to further explain the current SAFER Program, assist with the online grant application, and highlight lessons learned and changes for FY 2020. For more details, please visit the SAFER Program website at <https://www.fema.gov/grants/preparedness/firefighters/safer>.

2. SAFER Help Desk

The SAFER Help Desk provides technical assistance to applicants for the online completion and submission of applications into FEMA GO, answers questions concerning applicant eligibility and recipient responsibilities, and helps in the programmatic administration of awards. The SAFER Help Desk can be contacted at (866) 274-0960 or by email at FireGrants@fema.dhs.gov. Normal hours of operation are Monday through Friday, 8 a.m. to 4:30 p.m. ET.

3. Environmental Planning and Historic Preservation

GPD's EHP Team provides guidance and information about the EHP review process to recipients and subrecipients. All inquiries and communications about GPD projects under this NOFO or the EHP review process, including the submittal of EHP review materials, should be sent to gpdehpinfo@fema.dhs.gov.

4. FEMA GO System Information

For technical assistance with the FEMA GO system, please contact the FEMA GO Help Desk at (877) 585-3242, Monday through Friday, 8 a.m. to 6 p.m. ET.

H. Additional Information

1. Termination Provisions

FEMA may terminate a federal award in whole or in part for one of the following reasons. FEMA and the recipient must still comply with closeout requirements at 2 C.F.R. §§ 200.344-200.345 even if an award is terminated in whole or in part. To the extent that subawards are permitted under this NOFO, pass-through entities should refer to 2 C.F.R. § 200.340 for additional information on termination regarding subawards.

a. Noncompliance

If a recipient fails to comply with the terms and conditions of a federal award, FEMA may terminate the award in whole or in part. If the noncompliance can be corrected, FEMA may first attempt to direct the recipient to correct the noncompliance. This may take the form of a Compliance Notification. If the noncompliance cannot be corrected or the recipient is non-responsive, FEMA may proceed with a Remedy Notification, which could impose a remedy for noncompliance per 2 C.F.R. § 200.339, including termination. Any action to terminate based on noncompliance will follow the requirements of 2 C.F.R. §§ 200.341-200.342 as well as the requirement of 2 C.F.R. § 200.340(c) to report in FAPIIS the recipient's material failure to comply with the award terms and conditions. See also the section on Actions to Address Noncompliance in this NOFO.

b. With the Consent of the Recipient

FEMA may also terminate an award in whole or in part with the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated.

c. Notification by the Recipient

The recipient may terminate the award, in whole or in part, by sending written notification to FEMA setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. In the case of partial termination, FEMA may determine that a partially terminated award will not accomplish the purpose of the federal award, so FEMA may terminate the award in its entirety. If that occurs, FEMA will follow the requirements of 2 C.F.R. §§ 200.341-200.342 in deciding to fully terminate the award.

2. Extensions to the Grant Period of Performance

Extensions to the period of performance under this grant program are allowed. An award's period of performance must be active for a recipient to submit a proposed extension request to FEMA. Recipients should request extensions sparingly and only under exceptional circumstances. *Approval is not guaranteed.*

Extensions to the initial period of performance identified in the award will only be considered through formal amendment requests, via FEMA GO, and must contain specific and compelling justifications as to why an extension is required.

All extension requests must contain:

- Grant Program, fiscal year, and award number;
- Reason for delay—this must include details of the legal, policy, or operational challenges being experienced that prevent the final outlay of awarded funds by the applicable deadline;
- Current status of the activity/activities;
- Approved period of performance termination date and new project completion date;
- Amount of funds drawn down to date;
- Remaining available funds, both federal and non-federal;
- Budget outlining how remaining federal and non-federal funds will be expended;
- Plan for completion, including milestones and timeframes for achieving each milestone and the position/person responsible for implementing the plan for completion; and
- Certification that the activity/activities will be completed within the extended period of performance without any modification to the original Statement of Work approved by FEMA.

3. Requirements for Period of Performance Extension Consideration

To be eligible for consideration, recipients must submit extension requests via FEMA GO. Recipients generally can submit requests at least 60 days prior to the end of the award's period of performance. In accordance with FEMA policy, FEMA reviews extensions on a case-by-case basis and typically grants them for no more than a six-month period. FEMA will grant extension requests only due to compelling legal, policy, or operational challenges. The review process can take up to 30 days or longer. Applicants should factor this review period into the timing of when to submit a request for an extension.

Example: Recipients may request an extension when an equipment order was placed during the period of performance but factors beyond the recipients' control have resulted in a delay in the expected delivery and receipt of the equipment outside of the existing period of performance; where a specific statute or regulation mandates an environmental review that cannot be completed within this timeframe; or where other extenuating circumstances warrant a brief extension.

4. Conflicts of Interest in the Administration of Federal Awards or Subawards

For conflicts of interest under grant-funded procurements and contracts, refer to the section on Procurement Integrity in this NOFO and 2 C.F.R. §§ 200.317 – 200.327.

To eliminate and reduce the impact of conflicts of interest in the subaward process, recipients and pass-through entities must follow their own policies and procedures regarding the elimination or reduction of conflicts of interest when making subawards.

Recipients and pass-through entities are also required to follow any applicable federal and state, local, tribal, or territorial (SLTT) statutes or regulations governing conflicts of interest in the making of subawards.

The recipient or pass-through entity must disclose to the respective Program Analyst or Program Manager, in writing, any real or potential conflict of interest that may arise during the administration of the federal award, as defined by the federal or SLTT statutes or regulations or their own existing policies, within five days of learning of the conflict of interest. Similarly, subrecipients, whether acting as subrecipients or as pass-through entities, must disclose any real or potential conflict of interest to the recipient or next-level pass-through entity as required by the recipient or pass-through entity's conflict of interest policies, or any applicable federal or SLTT statutes or regulations.

Conflicts of interest may arise during the process of FEMA making a federal award in situations where an employee, officer, or agent, any members of his or her immediate family, his or her partner has a close personal relationship, a business relationship, or a professional relationship, with an applicant, subapplicant, recipient, subrecipient, or FEMA employees.

5. Procurement Integrity

Through audits conducted by the DHS Office of Inspector General (OIG) and FEMA grant monitoring, findings have shown that some FEMA recipients have not fully adhered to the proper procurement requirements when spending grant funds. Anything less than full compliance with federal procurement requirements jeopardizes the integrity of the grant as well as the grant program. To assist with determining whether an action is a procurement or instead a subaward, please consult 2 C.F.R. § 200.331.

The below highlights the federal procurement requirements for FEMA recipients when procuring goods and services with federal grant funds. FEMA will include a review of recipients' procurement practices as part of the normal monitoring activities. **All procurement activity must be conducted in accordance with federal procurement standards at 2 C.F.R. §§ 200.317 – 200.327.** Select requirements under these standards are listed below. The recipient and any of its subrecipients must comply with all requirements, even if they are not listed below.

Under 2 C.F.R. § 200.317, when procuring property and services under a federal award, states (including territories) must follow the same policies and procedures they use for procurements from their non-federal funds; additionally, states must now follow 2 C.F.R. § 200.321 regarding socioeconomic steps, § 200.322 regarding domestic preferences for procurements, § 200.323 regarding procurement of recovered materials, and § 200.327 regarding required contract provisions.

All other non-federal entities, such as tribes (collectively, non-state entities), must have and use their own documented procurement procedures that reflect applicable SLTT laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in 2 C.F.R. Part 200. These standards include, but are not

limited to, providing for full and open competition consistent with the standards of 2 C.F.R. § 200.319 and § 200.320.

a. Important Changes to Procurement Standards in 2 C.F.R. Part 200

OMB recently updated various parts of Title 2 of the Code of Federal Regulations, among them, the procurement standards. States are now required to follow the socioeconomic steps in soliciting small and minority businesses, women's business enterprises, and labor surplus area firms per 2 C.F.R. § 200.321. All non-federal entities should also, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States per 2 C.F.R. § 200.322.

The recognized procurement methods in 2 C.F.R. § 200.320 have been reorganized into informal procurement methods, which include micro-purchases and small purchases; formal procurement methods, which include sealed bidding and competitive proposals; and noncompetitive procurements. The federal micro-purchase threshold is currently \$10,000, and non-state entities may use a lower threshold when using micro-purchase procedures under a FEMA award. If a non-state entity wants to use a micro-purchase threshold higher than the federal threshold, it must follow the requirements of 2 C.F.R. § 200.320(a)(1)(iii)-(iv). The federal simplified acquisition threshold is currently \$250,000, and a non-state entity may use a lower threshold but may not exceed the federal threshold when using small purchase procedures under a FEMA award.

See 2 C.F.R. §§ 200.216, 200.471, and Appendix II as well as section D.13.a of the NOFO regarding prohibitions on covered telecommunications equipment or services.

b. Competition and Conflicts of Interest

Among the requirements of 2 C.F.R. § 200.319(b) applicable to all non-federal entities other than states, in order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. FEMA considers these actions to be an organizational conflict of interest and interprets this restriction as applying to contractors that help a non-federal entity develop its grant application, project plans, or project budget. This prohibition also applies to the use of former employees to manage the grant or carry out a contract when those former employees worked on such activities while they were employees of the non-federal entity.

Under this prohibition, unless the non-federal entity solicits for and awards a contract covering both development and execution of specifications (or similar elements as described above), and this contract was procured in compliance with 2 C.F.R. §§ 200.317 – 200.327, federal funds cannot be used to pay a contractor to carry out the work if that contractor also worked on the development of those specifications. This rule applies to all contracts funded with federal grant funds, including pre-award costs, such as grant writer fees, as well as post-award costs, such as grant

management fees.

Additionally, some of the situations considered to be restrictive of competition include, but are not limited to:

- Placing unreasonable requirements on firms for them to qualify to do business;
- Requiring unnecessary experience and excessive bonding;
- Noncompetitive pricing practices between firms or between affiliated companies;
- Noncompetitive contracts to consultants that are on retainer contracts;
- Organizational conflicts of interest;
- Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and,
- Any arbitrary action in the procurement process.

Per 2 C.F.R. § 200.319(c), non-federal entities other than states must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed SLTT geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

Under 2 C.F.R. § 200.318(c)(1), non-federal entities other than states are required to maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts. **No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest.** Such conflicts of interest would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

The officers, employees, and agents of the non-federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-federal entities may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-federal entity. If the recipient or subrecipient (other than states) has a parent, affiliate, or subsidiary organization that is not a state, local, tribal, or territorial government, the non-federal entity must also maintain written standards of conduct covering organizational conflicts of interest. In this context, organizational conflict of interest means that because of a relationship with a parent company, affiliate, or subsidiary

organization, the non-federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. The non-federal entity must disclose in writing any potential conflicts of interest to FEMA or the pass-through entity in accordance with applicable FEMA policy.

c. Supply Schedules and Purchasing Programs

Generally, a non-federal entity may seek to procure goods or services from a federal supply schedule, state supply schedule, or group purchasing agreement.

i. General Services Administration Schedules

States, tribes, and local governments, and any instrumentality thereof (such as local education agencies or institutions of higher education) may procure goods and services from a General Services Administration (GSA) schedule. GSA offers multiple efficient and effective procurement programs for state, tribal, and local governments, and instrumentalities thereof, to purchase products and services directly from pre-vetted contractors. The GSA Schedules (also referred to as the Multiple Award Schedules and the Federal Supply Schedules) are long-term government-wide contracts with commercial firms that provide access to millions of commercial products and services at volume discount pricing.

Information about GSA programs for states, tribes, and local governments, and instrumentalities thereof, can be found at <https://www.gsa.gov/resources-for/programs-for-State-and-local-governments> and <https://www.gsa.gov/buying-selling/purchasing-programs/gsa-schedules/schedule-buyers/state-and-local-governments>.

For tribes, local governments, and their instrumentalities that purchase off of a GSA schedule, this will satisfy the federal requirements for full and open competition provided that the recipient follows the GSA ordering procedures; however, tribes, local governments, and their instrumentalities will still need to follow the other rules under 2 C.F.R. §§ 200.317 – 200.327, such as solicitation of minority businesses, women’s business enterprises, small businesses, or labor surplus area firms (§ 200.321), domestic preferences (§ 200.322), contract cost and price (§ 200.324), and required contract provisions (§ 200.327 and Appendix II).

ii. Other Supply Schedules and Programs

For non-federal entities other than states, such as tribes, local governments, and nonprofits, that want to procure goods or services from a state supply schedule, cooperative purchasing program, or other similar program, in order for such procurements to be permissible under federal requirements, the following must be true:

- The procurement of the original contract or purchasing schedule and its use by the non-federal entity complies with state and local law, regulations, and written procurement procedures;

- The state or other entity that originally procured the original contract or purchasing schedule entered into the contract or schedule with the express purpose of making it available to the non-federal entity and other similar types of entities;
- The contract or purchasing schedule specifically allows for such use, and the work to be performed for the non-federal entity falls within the scope of work under the contract as to type, amount, and geography;
- The procurement of the original contract or purchasing schedule complied with all the procurement standards applicable to a non-federal entity other than states under at 2 C.F.R. §§ 200.317 – 200.327; and,
- With respect to the use of a purchasing schedule, the non-federal entity must follow ordering procedures that adhere to applicable state, tribal, and local laws and regulations and the minimum requirements of full and open competition under 2 C.F.R. Part 200.

If a non-federal entity other than a state seeks to use a state supply schedule, cooperative purchasing program, or other similar type of arrangement, FEMA recommends the recipient discuss the procurement plans with its FEMA Program Analyst.

d. Procurement Documentation

Per 2 C.F.R. § 200.318(i), non-federal entities other than states and territories are required to maintain and retain records sufficient to detail the history of procurement covering at least the rationale for the procurement method, contract type, contractor selection or rejection, and the basis for the contract price. States and territories are encouraged to maintain and retain this information as well and are reminded that in order for any cost to be allowable, it must be adequately documented per 2 C.F.R. § 200.403(g).

Examples of the types of documents that would cover this information include but are not limited to:

- Solicitation documentation, such as requests for quotes, invitations for bids, or requests for proposals;
- Responses to solicitations, such as quotes, bids, or proposals;
- Pre-solicitation independent cost estimates and post-solicitation cost/price analyses on file for review by federal personnel, if applicable;
- Contract documents and amendments, including required contract provisions; and,
- Other documents required by federal regulations applicable at the time a grant is awarded to a recipient.

6. Record Retention

a. Record Retention Period

Financial records, supporting documents, statistical records, and all other non-federal entity records pertinent to a federal award generally must be maintained for at least

three years from the date the final FFR is submitted. *See* 2 C.F.R. § 200.334. Further, if the recipient does not submit a final FFR and the award is administratively closed, FEMA uses the date of administrative closeout as the start of the general record retention period.

The record retention period **may be longer than three years or have a different start date** in certain cases. These include:

- Records for real property and equipment acquired with federal funds must be retained for **three years after final disposition of the property**. *See* 2 C.F.R. § 200.334(c);
- If any litigation, claim, or audit is started before the expiration of the three-year period, the records **must be retained until** all litigation, claims, or audit findings involving the records **have been resolved and final action taken**. *See* 2 C.F.R. § 200.334(a);
- The **record retention period will be extended if the recipient is notified in writing** of the extension by FEMA, the cognizant or oversight agency for audit, or the cognizant agency for indirect costs. *See* 2 C.F.R. § 200.334(b);
- Where FEMA requires recipients to report program income after the period of performance ends, the **program income record retention period begins at the end of the recipient's fiscal year in which program income is earned**. *See* 2 C.F.R. § 200.334(e); and
- For indirect cost rate proposals, cost allocation plans, or other rate computations records, the start of the record retention period depends on whether the indirect cost rate documents were submitted for negotiation. If the **indirect cost rate documents were submitted for negotiation, the record retention period begins from the date those documents were submitted** for negotiation. If indirect cost rate documents were **not submitted for negotiation, the record retention period begins at the end of the recipient's fiscal year or other accounting period covered by that indirect cost rate**. *See* 2 C.F.R. § 200.334(f).

b. Types of Records to Retain

FEMA requires that non-federal entities maintain the following documentation for federally funded purchases:

- Specifications;
- Solicitations;
- Competitive quotes or proposals;
- Basis for selection decisions;
- Purchase orders;
- Contracts;
- Invoices; and
- Canceled checks.

Non-federal entities should keep detailed records of all transactions involving the

grant. FEMA may at any time request copies of any relevant documentation and records, including purchasing documentation along with copies of cancelled checks for verification. *See, e.g.*, 2 C.F.R. §§ 200.318(i), 200.334, 200.337.

In order for any cost to be allowable, it must be adequately documented per 2 C.F.R. § 200.403(g). Non-federal entities who fail to fully document all purchases may find their expenditures questioned and subsequently disallowed.

7. Actions to Address Noncompliance

Non-federal entities receiving financial assistance funding from FEMA are required to comply with requirements in the terms and conditions of their awards or subawards, including the terms set forth in applicable federal statutes, regulations, NOFOs, and policies. Throughout the award lifecycle or even after an award has been closed, FEMA or the pass-through entity may discover potential or actual noncompliance on the part of a recipient or subrecipient. This potential or actual noncompliance may be discovered through routine monitoring, audits, closeout, or reporting from various sources.

In the case of any potential or actual noncompliance, FEMA may place special conditions on an award per 2 C.F.R. §§ 200.208 and 200.339, FEMA may place a hold on funds until the matter is corrected, or additional information is provided per 2 C.F.R. § 200.339, or it may do both. Similar remedies for noncompliance with certain federal civil rights laws are authorized pursuant to 44 C.F.R. Parts 7 and 19.

In the event the noncompliance is not able to be corrected by imposing additional conditions or the recipient or subrecipient refuses to correct the matter, FEMA might take other remedies allowed under 2 C.F.R. § 200.339. These remedies include actions to disallow costs, recover funds, wholly or partly suspend or terminate the award, initiate suspension and debarment proceedings, withhold further federal awards, or take other remedies that may be legally available. For further information on termination due to noncompliance, see the section on Termination Provisions in the NOFO.

FEMA may discover and take action on noncompliance even after an award has been closed. The closeout of an award does not affect FEMA's right to disallow costs and recover funds as long the action to disallow costs takes place during the record retention period. *See* 2 C.F.R. §§ 200.334, 200.345(a). Closeout also does not affect the obligation of the non-federal entity to return any funds due as a result of later refunds, corrections, or other transactions. *See* 2 C.F.R. § 200.345(a)(2).

The types of funds FEMA might attempt to recover include, but are not limited to, improper payments, cost share reimbursements, program income, interest earned on advance payments, or equipment disposition amounts.

FEMA may seek to recover disallowed costs through a Notice of Potential Debt Letter, a Remedy Notification, or other letter. The document will describe the potential amount owed, the reason why FEMA is recovering the funds, the recipient's appeal rights, how the amount can be paid, and the consequences for not appealing or paying the amount by

the deadline.

If the recipient neither appeals nor pays the amount by the deadline, the amount owed will become final. Potential consequences if the debt is not paid in full or otherwise resolved by the deadline include the assessment of interest, administrative fees, and penalty charges; administratively offsetting the debt against other payable federal funds; and transferring the debt to the U.S. Department of the Treasury for collection.

FEMA notes the following common areas of noncompliance for FEMA's grant programs:

- Insufficient documentation and lack of record retention;
- Failure to follow the procurement under grants requirements;
- Failure to submit closeout documents in a timely manner;
- Failure to follow EHP requirements;
- Failure to comply with the POP deadline.

8. Audits

FEMA grant recipients are subject to audit oversight from multiple entities including the DHS OIG, the GAO, the pass-through entity, or independent auditing firms for single audits, and may cover activities and costs incurred under the award. Auditing agencies such as the DHS OIG, the GAO, and the pass-through entity (if applicable), and FEMA in its oversight capacity, must have access to records pertaining to the FEMA award. Recipients and subrecipients must retain award documents for at least three years from the date the final FFR is submitted, and even longer in many cases subject to the requirements of 2 C.F.R. § 200.334. In the case of administrative closeout, documents must be retained for at least three years from the date of closeout, or longer subject to the requirements of 2 C.F.R. § 200.334. If documents are retained longer than the required retention period, the DHS OIG, the GAO, and the pass-through entity, as well as FEMA in its oversight capacity, have the right to access these records as well. *See* 2 C.F.R. §§ 200.334, 200.337.

Additionally, non-federal entities must comply with the single audit requirements at 2 C.F.R. Part 200, Subpart F. Specifically, non-federal entities, other than for-profit subrecipients, that expend \$750,000 or more in federal awards during their fiscal year must have a single or program-specific audit conducted for that year in accordance with Subpart F. 2 C.F.R. § 200.501. A single audit covers all federal funds expended during a fiscal year, not just FEMA funds. The cost of audit services may be allowable per 2 C.F.R. § 200.425, but non-federal entities must select auditors in accordance with 2 C.F.R. § 200.509, including following the proper procurement procedures. For additional information on single audit reporting requirements, see section F of this NOFO under the header "Single Audit Report" within the subsection "Additional Reporting Requirements."

The objectives of single audits are to:

- Determine whether financial statements conform to generally accepted accounting principles (GAAP);
- Determine whether the schedule of expenditures of federal awards is presented fairly;
- Understand, assess, and test the adequacy of internal controls for compliance with major programs; and,
- Determine whether the entity complied with applicable laws, regulations, and contracts or grants.

For single audits, the auditee is required to prepare financial statements reflecting its financial position, a schedule of federal award expenditures, and a summary of the status of prior audit findings and questioned costs. The auditee also is required to follow up and take appropriate corrective actions on new and previously issued but not yet addressed audit findings. The auditee must prepare a corrective action plan to address the new audit findings. See 2 C.F.R. §§ 200.508, 200.510, 200.511.

Non-federal entities must have an audit conducted, either single or program-specific, of their financial statements and federal expenditures annually or biennially pursuant to 2 C.F.R. § 200.504. Non-federal entities must also follow the information submission requirements of 2 C.F.R. § 200.512, including submitting the audit information to the [Federal Audit Clearinghouse](#) within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The audit information to be submitted include the data collection form described at 2 C.F.R. § 200.512(c) and Appendix X to 2 C.F.R. Part 200 as well as the reporting package described at 2 C.F.R. § 200.512(b).

The non-federal entity must retain one copy of the data collection form and one copy of the reporting package for three years from the date of submission to the Federal Audit Clearinghouse. See 2 C.F.R. § 200.512; *see also* 2 C.F.R. § 200.517 (setting requirements for retention of documents by the auditor and access to audit records in the auditor's possession).

FEMA, the DHS OIG, the GAO, and the pass-through entity (if applicable), as part of monitoring or as part of an audit, may review a non-federal entity's compliance with the single audit requirements. In cases of continued inability or unwillingness to have an audit conducted in compliance with 2 C.F.R. Part 200, Subpart F, FEMA and the pass-through entity, if applicable, are required to take appropriate remedial action under 2 C.F.R. § 200.339 for noncompliance, pursuant to 2 C.F.R. § 200.505.

Appendix A – FY 2020 SAFER Program Updates

Appendix A contains a brief list of changes between FY 2019 and FY 2020 to the SAFER Program

New for FY 2020

The FY 2020 SAFER Program NOFO contains some changes to definitions, descriptions, and priority categories. Changes to the FY 2020 SAFER Program NOFO include:

- Under authorities provided under Department of Homeland Security Appropriations Act, 2020 (Pub. L. No. 116-93), the following requirements are being waived for the FY 2020 SAFER Program:
 - **Position Cost Limits:** There are no annual salary limits under the Hiring of Firefighters Activity.
 - **Cost-share:** There is no prescribed cost-share under the Hiring of Firefighters Activity.
 - **New Additional Firefighters Requirement:** Grant funds can now be used to rehire laid off firefighters and retain firefighters facing layoff under the Hiring of Firefighters Activity.
 - **Period of Performance:** Extensions to the period of performance under the Hiring of Firefighters Activity are now allowable.
 - **Supplanting Requirement:** There is no supplanting requirement under the Hiring of Firefighters Activity.
 - **Minimum Budget Requirement:** There is no minimum budget requirement.
- Under sections D – Application and Submission Information, E – Application Review Information, F – Federal Award Administration Information, G – DHS Awarding Agency Contact and Resource Information, and H – Additional Information:
 - Various grants management changes due to recent OMB revisions to 2 C.F.R., particularly regarding SAM registration, performance measures, procurement, closeout, and termination
- Under Supporting Definitions:
 - Definition added for Primary First Due

Appendix B – Programmatic Information and Priorities

Appendix B contains details on SAFER Program information and priorities.

*Reviewing this information may help applicants make their application(s)
more competitive*

A. Ineligible Applications and/or Organizations

Volunteer and combination fire departments may apply for funding under both the Hiring Activity and the R&R Activity; however, departments must complete separate applications for each activity. Applicants are limited to one application per activity, per application period. If an applicant submits two applications for the same activity during a single application period, FEMA will disqualify both applications.

If two or more of the following entities have different funding streams, personnel rosters, and EINs but share the same facilities, FEMA considers them as being separate organizations for the purposes of FY 2020 SAFER Program eligibility:

- Fire departments
- National, state, local, federally recognized tribal, and non-profit interest organizations

If two or more organizations share facilities and each submits an application in the same activity (i.e., Hiring of Firefighters), FEMA reserves the right to review all of those program area applications for eligibility. This determination is designed to avoid the duplication of benefits.

Examples of ineligible applications and/or organizations include:

- For-profit organizations, federal agencies, and individuals are not eligible to receive a SAFER Program award
- Fire departments that are a Federal Government entity, or contracted by the Federal Government, and are solely responsible under a formally recognized agreement for suppression of fires on federal installations or land
- Fire departments that are not independent entities but are part of, controlled by, or under the day-to-day operational command and control of a larger department, agency or AHJ
 - However, if a fire department is considered to be the same legal entity as a municipality or other governmental organization, and otherwise meets the eligibility criteria, that municipality or other governmental organization may apply on behalf of that fire department as long as the application clearly states that the fire department is considered part of the same legal entity
- State or local agencies, or subsets of any governmental entities, or any authorities that do not meet the requirements as defined by 15 U.S.C. § 2229a(a)(1)(A) and (a)(2)
- Ambulance services, emergency medical service organizations, rescue squads, auxiliaries, dive teams, and urban search and rescue teams

- Non-federal airport or port authority fire departments whose sole responsibility is the suppression of fires on the airport grounds or port facilities, unless the airport/port fire department has a formally recognized arrangement with the local jurisdiction to provide fire suppression on a first-due basis outside the confines of the airport or port facilities
- Eligible applicants may submit only one application for each eligible activity (Hiring Activity and R&R Activity); all submissions of duplicate applications may be disqualified
- If an applicant submits two or more applications for the same activity, both applications may be disqualified
 - This is different from when where an entity is applying on behalf of other organizations that are agencies or instrumentalities of the applicant (e.g., multiple fire departments under the same county, city, borough, parish, or other municipality). In that situation, the applicant may request similar or the same costs as long as the application clearly states which costs (including quantities) are for which agency/instrumentality. This is permissible even if that entity submits multiple applications across regional versus direct applications.

B. Supporting Definitions for this NOFO

Attrition is a gradual reduction in work force without laying off personnel, e.g., when workers resign or retire and are not replaced.

Authority Having Jurisdiction (AHJ) is that person or office charged with enforcing the NFPA codes (Per NFPA101-2015 Edition: Life Safety Code).

Automatic Aid is a plan developed between two or more fire departments for immediate joint response on first alarms (Per NFPA 1710 – 2016 edition and NFPA 1720 – 2014).

Benefits, as defined in 2 C.F.R. § 200.431, means the regular compensation paid to employees during periods of authorized absences from the job, e.g., vacation leave, sick leave, military leave. Benefits may include employer contributions or expenses for social security, employee insurance, workmen’s compensation, and pension plan costs, and the like, whether treated as indirect costs or as direct costs, and are also eligible and shall be distributed to particular awards and other activities in a manner consistent with the pattern of benefits accruing to the individuals or group of employees whose salaries and wages are chargeable. Please see Compensation—fringe benefits for more information.

Career Fire Department, as defined in 15 U.S.C. § 2229, means a fire department that has an all-paid force of firefighting personnel other than paid-on-call firefighters.

Combination Fire Department, as defined in 15 U.S.C. § 2229, means a fire department that has paid firefighting personnel and volunteer firefighting personnel. FEMA considers a fire department with firefighting personnel paid a stipend on a per-event basis, or paid on-call, to be a combination fire department.

Emergency Medical Services Organization is a public or private organization that provides direct emergency medical services, including medical transport.

Fire Department is an agency or organization that has a formally recognized arrangement with a state, territory, local government, or tribal authority (city, county, parish, fire district, township, town, village or other governing body) to provide fire suppression on a first-due basis to a fixed geographical area. Fire departments may be comprised of members who are volunteer, career or a combination of volunteer and career.

Firefighter is an individual having the legal authority and responsibility to engage in fire suppression; employed by a fire department of a municipality, county, fire district or state, engaged in the prevention, control and extinguishing of fires; and/or responding to emergency situations in which life, property or the environment is at risk. This individual must be trained in fire suppression, but may also be trained in emergency medical care, hazardous materials awareness, rescue techniques and any other related duties provided by the fire department.

Formal Layoff Notice: Any layoff notice should align with the local rules and regulations that govern civil service employment in the jurisdiction. In order to be reasonable to employees, and to provide employees facing layoff actions a clear understanding of the impending action, any notice of layoff should be in writing and delivered to a specific employee affected by the action. The notice should identify a specific date employment will cease or specific event that would trigger the termination of employment. The notice should be delivered or otherwise presented directly to the affected employee in advance of the layoff action in accordance with the civil service provisions or union agreement in force in the jurisdiction taking action, e.g., 60 days prior to the effective date of the layoff action. The notice should specify whether the action is permanent or temporary, as well as provide the anticipated schedule of layoffs.

Initial Full Alarm Assignment is the personnel, equipment, and resources ordinarily dispatched upon notification of a structural fire.

Majority Career departments are considered majority career if more than 50 percent of the active firefighting membership is salaried staff.

Majority Volunteer departments are considered majority volunteer if more than 50 percent of the active firefighting membership is NOT compensated for service other than a nominal stipend and/or insurance.

Mutual Aid is a written intergovernmental agreement between agencies and/or jurisdictions stating that they will assist one another on request by furnishing personnel, equipment, and/or expertise in a specified manner (NFPA 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to

the Public by Career Fire Departments, 2016 edition and NFPA 1720 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Volunteer Fire Departments, 2014 Edition).

National, State, Local, or Federally Recognized Tribal Organizations that Represent the Interests of Volunteer Firefighters are organizations that support or represent the interests of firefighters in front of legislative bodies at the local, state, tribal and federal level. Such organizations include, but are not limited to, state or local firefighter and/or fire chiefs' associations, volunteer firefighter relief organizations, and associations. FEMA shall make the final determination as to whether an applicant is an appropriate volunteer firefighter interest group.

New Recruit is a volunteer that joins the department with the intent to serve as a firefighter, after the recipient is notified of the grant award (the date of the award notification email in the FEMA GO mail center).

Nominal Stipend is a stipend that does not exceed 20 percent of what the fire department would otherwise pay to hire a full-time firefighter to perform the services for which the stipend is provided. Whether a stipend falls above or below the 20 percent threshold may be determined in one of two ways. Departments that maintain paid full-time firefighters on their payrolls may compare the stipend to the salary they pay a full-time firefighter who performs similar services to determine whether the stipend is more or less than 20 percent of that salary. Departments that do not maintain full time firefighters on their payrolls may make the determination based on a comparison to the salary paid to a full-time firefighter in a neighboring jurisdiction, elsewhere in the state or ultimately the nation, and may also utilize data from the United States Department of Labor's Bureau of Labor Statistics. A nominal stipend may also include reimbursements to volunteer firefighters for approximate out-of-pocket expenses they incur.

If a stipend paid exceeds 20 percent of the prevailing wage calculated as described above, then the firefighter receiving compensation would not qualify as a volunteer and is considered an employee who may be covered by the Fair Labor Standards Act (FLSA) minimum wage and overtime provisions.

Operational Budget is the funding supporting fire-related programs and/or emergency response activities (e.g., salaries, maintenance, equipment, apparatus).

Operational Position is a position with a primary assignment (more than 50 percent of time) on a fire suppression vehicle, regardless of collateral duties, in support of the department's NFPA 1710 or NFPA 1720 compliance.

Paid-on-Call is defined as firefighters who are paid a stipend for each event to which they respond. Paid-on-call firefighters may be considered paid firefighters or volunteer

firefighters, depending on whether the stipend they receive is a nominal stipend. For the purposes of this SAFER Program, a department whose membership is comprised of all volunteer firefighters, including any paid-on-call firefighters who receive only a nominal stipend, will be considered a volunteer fire department. Also, for the purposes of this SAFER Program, a department whose membership is composed of any paid-on-call firefighters who receive more than a nominal stipend will be considered a combination fire department. Also refer to the definition of a nominal stipend.

Part-Time Firefighter is a firefighter who works less than 40 hours per week. When more than one part-time firefighter shares a position that results in work in excess of 40 hours per week, FEMA considers that shared assignment to be a Full-Time Equivalent (FTE) position that must be accounted for in the staffing information provided in the application.

Primary First Due is a geographic area surrounding a fire station in which a company from that station is projected to be first to arrive on the scene of an incident (NFPA 1710; 3.3.28). Please visit <http://www.nfpa.org/freeaccess>.

Salary is a fixed payment made by an employer to an employee to compensate for a regular work schedule. Typically, the payment is made on a monthly, biweekly, or weekly basis but often expressed as an annual sum. The salary structure should be documented in writing by the employer. Note: Only costs for overtime that an employer routinely pays as a part of a firefighter's regularly scheduled and contracted shift hours to comply with FLSA are eligible salary costs under the Hiring Activity.

State is defined as any of the 50 states, the District of Columbia, Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa and the Commonwealth of the Northern Mariana Islands.

Staffing and Deployment is the minimum staffing requirements to ensure a sufficient number of members are available to operate safely and effectively as defined in NFPA 1710 and 1720.

Supplanting is to replace or take place of funds that would otherwise be available from state or local sources, or the Bureau of Indian Affairs.

Volunteer Fire Department, as defined in 15 U.S.C. § 2229, means a fire department that has an all-volunteer force of firefighting personnel.

C. Application Tips

Once the application has been submitted, it cannot be changed. There is no appeal process for inaccurate or incomplete information retained by the system due to improper or multiple browser usage by the applicant.

The AOR that submitted the application will receive an automatic FEMA GO notification email once the system receives the application.

Application Notes

- NFPA – “FREE ACCESS” - As part of its commitment to enhancing public safety and supporting the emergency responder, the NFPA makes its codes and standards available online for free. Please visit: <http://www.nfpa.org/freeaccess>.
- For the most competitive applications, select those local need(s) that most closely align with one or more SAFER Program funding priorities.
- Applications differ based on the applicant type. For example, the Hiring Activity application will be different from the fire department application for the R&R. Activity; the R&R application will be different for a fire department than an interest organization. Be sure to select the appropriate applicant type when applying.
- When filling out the online application, applicants are required to provide basic demographic information regarding their organization and the community served and must provide detailed information regarding the items or activities for which they are seeking funding.
- If awarded, the application request(s) may be modified during the award review process; if the awarded activities, Scope of Work, or amount(s) do not match the application as submitted, the grant recipient shall only be responsible for completing the activities actually funded. The grant recipient is under no obligation to start, modify, or complete any activities requested, but not funded by this award. Please review the Award Package.

D. Funding Limitations

Specific funding parameters are either required by law or are the outcome of recommendations from the CDP. Each requirement is identified below, followed by the source of the requirement noted in parentheses:

- Ten percent of the funding appropriated for FY 2020 SAFER Program awards is set aside for the recruitment and retention of volunteer firefighters. (15 U.S.C. § 2229a(a)(2))
 - No more than 33 percent of the total amount allocated for the recruitment and retention of volunteers can be awarded to national, state, local, territorial, or federally recognized tribal organizations that represent the interests of volunteer firefighters (CDP)
- Ten percent of the funding appropriated for FY 2020 SAFER Program awards is set aside for grants awarded to all volunteer or majority volunteer departments for hiring of firefighters. (15 U.S.C. § 2229a(a)(1)(H))
 - A majority volunteer fire department is made up of more than 50 percent of personnel who do not receive financial compensation for their services, other than life, health, and worker’s compensation insurance, or a nominal stipend payment, including certain paid-on-call personnel. Although applications are normally awarded based on total score (high to low), in order to meet this ten percent statutory set aside the SAFER Program Office may be required to fund an application that meets the criteria for the set aside instead of a higher-scoring

- application that does not meet the set aside criteria (15 U.S.C. § 2229a(a)(1)(H))
 - If FEMA awards less than ten percent of the funds available for the hiring of firefighters to volunteer and majority volunteer fire departments, it must transfer the remaining funds to provide grants for the recruitment and retention of volunteer firefighters. (15 U.S.C. § 2229a(a)(1)(H))

E. Restrictions on Use of Award Funds

- Under the R&R Activity, applications that request a Staffing Needs Assessment and/or Risk Assessment project are precluded from applying for additional R&R-related activities.
- Applicants may not use award funds for matching funds for any other federal grants/cooperative agreements, lobbying, or intervention in federal regulatory or adjudicatory proceedings.
- Applicants may not use federal funds to sue the Federal Government or any other government entity.

F. Funding Priorities

Meeting the National Standards

FEMA prioritizes bringing non-compliant (NFPA 1710 or 1720) departments into compliance in the most cost-effective manner.

FEMA will ask applicants general questions about the NFPA standard they are attempting to meet as well as their current ability to meet that standard (without the use of overtime). FEMA will also ask applicants to indicate what their ability will be to meet that same standard if awarded grant funds.

Having additional firefighters on staff should improve a local fire department's ability to comply with the staffing, response, and operational standards that enhance community and firefighter safety.

Applications resulting in the largest percentage increases in compliance with the relevant section of NFPA 1710 (for career departments) or 1720 (for volunteer departments) receive higher pre-scores than applications resulting in smaller percentage increases in compliance.

Note: SAFER Program grants focus only on the Deployment or Staffing and Deployment sections of these two standards, respectively.

- NFPA 1710 Assembly Requirements – Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Department (Section 5.2.4.1 – Single-Family Dwelling Initial Full Alarm Assignment Capability): This standard applies primarily to career fire departments and combination departments if the combination department chooses it.

- NFPA 1720 Assembly Requirements – Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Volunteer Fire Departments (Section 4.3 – Staffing and Deployment): This standard applies primarily to all-volunteer fire departments, but it may also apply to combination departments if the combination department does not choose to comply with the NFPA 1710 standard.
- National Fire Protection Association (NFPA) – “FREE ACCESS”: As part of its commitment to enhancing public safety and supporting the emergency responder, the NFPA makes its codes and standards available online for free at <http://www.nfpa.org/freeaccess>.

G. Hiring Activity Overview

Grants awarded under the Hiring Activity enable volunteer, combination, and career fire departments to improve or restore staffing levels to attain a more effective level of response and a safer incident scene. FEMA awards Hiring Activity grants directly to volunteer, combination, and career fire departments to help fire departments increase their cadre of frontline firefighters by providing financial assistance in three categories:

- Rehire: Rehiring firefighters who were laid-off within the two years prior to the start of the application period;
- Retention: Retaining firefighters facing imminent layoff – within 120 days of the close of the application period; or,
- New Hire: Hire new, additional firefighters.

All of the following are considerations in pre-scoring and peer review determinations. Program priorities are listed as High (**H**), Medium (**M**), or Low (**L**).

1. Compliance with NFPA Standards

The tables below identify the priority levels for current and new compliance with the NFPA 1710/1720 standard (for details, see [Section F. Funding Priorities - Meeting the National Standards](#)).

Current (Pre-Award) 1710/1720 Compliance Priorities	
H Never or 0 percent	M Half of the time or 40-59 percent
H Rarely or 1-19 percent	L Very often or 60-79 percent
M Sometimes or 20-39 percent	L Most of the time or 80-99 percent

New (Post-Award) 1710/1720 Compliance Priorities	
H Always or 100 percent	M Half of the time or 40-59 percent
H Most of the time or 80-90 percent	L Sometimes or 20-39 percent
M Very often or 60-79 percent	L Rarely or 0-19 percent

2. Call Volume and Population Served

Department call volume and population served are both factors in the initial application evaluation. Departments responding to a higher number of incidents and departments that protect a larger jurisdiction will receive higher consideration than those departments responding to fewer incidents and protecting smaller jurisdictions.

3. Firefighter Health Measures

The health and well-being of firefighters is of paramount importance. Therefore, applicants who indicate newly recruited firefighters will undergo an entry-level physical and receive immunizations and who indicate they will provide annual medical exams receive higher consideration than applicants who do not specify that these benefits will be provided. To qualify for this higher consideration, the physicals must be consistent with those required under NFPA 1582 Chapter 6, Medical Evaluations of Candidates 6.1 and Chapter 9, Essential Job Tasks — Specific Evaluation of Medical Conditions in Members.

Applicants should note that FEMA is working with the NFPA Technical Committee on Fire Service Occupational Safety and Health to evaluate whether the NFPA 1582 standard complies with applicable federal civil rights laws. No decisions have been made and FEMA will issue additional guidance if and when more information becomes available.

4. Training Requirements

Applicants will receive higher pre-scores if the personnel funded under the grant will meet the minimum EMS training and certification requirements prescribed by the AHJ.

H. R&R Activity – Fire Departments Overview

Grants awarded under the R&R Activity - Fire Departments assist fire departments with the recruitment and retention of volunteer firefighters who are involved with or trained in the operations of firefighting and emergency response. The grants are intended to create a net increase in the number of trained, certified, and competent firefighters capable of safely responding to emergencies within the recipient's response area.

All of the following are considerations in pre-scoring and peer review determinations. Program priorities are listed as High (**H**), Medium (**M**), or Low (**L**).

1. Compliance with NFPA Standards

The highest priority is to assist departments experiencing a high rate of turnover and that have staffing levels significantly below the ideal staffing level required to comply with NFPA standards 1710 or 1720 (for details, see [Section F. Funding Priorities - Meeting the National Standards](#)).

2. Volunteer Membership

Departments or organizations with the highest percentage of volunteers should benefit

the most from the recruitment and retention of volunteer firefighters. Therefore, applicants whose membership is comprised of mostly volunteer members, or have a significant number of volunteer firefighters, receive higher consideration.

Percentage of Volunteer Firefighters	
H 91-100 percent	M 41-50 percent
H 81-91 percent	M 31-40 percent
H 71-80 percent	L 21-30 percent
H 61-70 percent	L 11-20 percent
M 51-60 percent	L 1-10 percent

3. Call Volume

Department call volume is a factor in the initial evaluation. Departments responding to a higher number of incidents receive higher consideration.

4. Firefighter Health Measures

Applicants who indicate the newly recruited firefighters will undergo an entry-level physical and receive immunizations and who indicate they will provide annual medical exams receive higher consideration. To qualify for this higher consideration, the physicals must be consistent with those required under NFPA 1582 Chapter 6, Medical Evaluations of Candidates and Chapter 9, Essential Job Tasks — Specific Evaluation of Medical Conditions in Members. Applicants who provide worker's compensation/Accidental Death & Dismemberment (AD&D) benefits to their members receive higher consideration than applicants who do not specify these benefits will be provided.

Applicants should note that FEMA is working with the NFPA Technical Committee on Fire Service Occupational Safety and Health to evaluate whether the NFPA 1582 standard complies with applicable federal civil rights laws. No decisions have been made and FEMA will issue additional guidance if and when more information becomes available.

Entry-Level Medical Exams	
H NFPA 1582-compliant physicals	M Non-NFPA 1582-compliant physicals

Annual Medical Exams	
H NFPA 1582-compliant physicals	M Non-NFPA 1582-compliant physicals

5. Firefighter Training and Certification Requirements

Firefighter	
H Both FF II/EMT	M FF I

H FF II	L First Responder
M Both FF I/EMT	

6. R&R Coordinator/Program Manager

R&R Coordinator	
H Applicants who currently have a coordinator or program manager in place	L Applicants who do not have, or are not requesting, a coordinator or program manager
M Applicants who will request grant funding for a coordinator or program manager's position	

7. Regional Requests

Applications that will have a direct or local regional benefit beyond the immediate boundaries of the applicant's first-due area will receive higher consideration.

A regional request is an opportunity for an eligible R&R Activity organization to act as a host and apply for funding on behalf of itself and any number of other participating R&R Activity eligible organizations. Regional activities should achieve cost effectiveness, support regional efficiency and resilience, and have a direct regional or local benefit to more than one local jurisdiction (county, parish, town, township, city, or village). Direct or local regional benefit means that other eligible organizations will receive a portion of the grant-awarded funds, will receive items purchased with the grant funds, or share an item purchased with grant funds.

The community identification characteristic, the organizational status of the applicant, and the permanent resident population should be entered for the host entity, regardless of the composition of the participating partners.

Regional populations served are the aggregate of the geographically fixed areas of the host and participating partner organizations.

Neither the regional host nor any participating partner is prevented from also applying on behalf of their own organization for any SAFER Program Activity. However, it cannot be for the same item.

In completing the application, the host applicant must include a list of all participating organizations, including a point of contact and phone number for each organization that will directly benefit from the regional project if they receive the grant. The organizations that will benefit from the R&R Activity may also apply for funding under the SAFER Program as long as the organizations do not apply for a project or activity that could conflict with or duplicate the host applicant's project. Applicants must also certify that they will ensure the organizations participating in this application have not received grants for similar items/activities.

In order to apply for a regional project, the host organization must agree, if awarded, to be responsible for all aspects of the grant. This includes, but is not limited to, cost share, accountability for the assets, and all reporting requirements in the regional application.

All participants of a Regional applicant must be compliant with SAFER Program requirements, including being current with past grants, closeouts, and other reporting requirements. Upon notification by the SAFER Program Office, the host agency shall not distribute grant-funded assets or provide grant-funded contractual services to non-compliant partner organizations. The host and the delinquent partners will be notified by the SAFER Program Office of their specific deficiency.

Regional host applicants and participating partner agencies must execute a Memorandum of Understanding (MOU) or equivalent document signed by the host and all participating organizations participating in the award prior to submitting an application for a Regional Project. The MOU must specify the individual and mutual responsibilities of the host and participating partners, the host's and participants' level of involvement in the project(s), the participating partners' EIN numbers, and the proposed distribution of all grant-funded assets or contracted services. Any entity named in the application as benefiting from the award must be an eligible SAFER Program organization and must be a party to the MOU or equivalent document.

I. R&R Activity – National, State, Local, Territorial, or Federally Recognized Tribal Volunteer Firefighter Interest Organizations (Interest Organizations) Overview

Grants awarded under the R&R Activity – Interest Organizations allows applicants who identify as an Interest Organization to apply for R&R Activity funding. The grants are intended to create an aggregate increase in the number of trained, certified, and competent firefighters capable of safely responding to emergencies on behalf of the fire departments being represented. For this reason, projects that are comprehensive in nature and based on a clear needs assessment, implementation plan, evaluation plan, and have, or will establish, fire service partnerships will receive higher consideration.

In completing the application, the applicant must include data that approximates the characteristics of the entire region and/or all fire departments affected by the grant. If awarded, recipients may be required to provide documentation of each fire department's consent to participate in the application. Applicants must also certify that they will ensure the fire departments participating in this application have not received grants for similar items/activities. The following identifies the elements that the applications will be evaluated on during the pre-scoring process. Automated (pre-score) evaluation scores represent 30 percent of the total application score.

All of the following are considerations in pre-scoring and peer review determinations. Program priorities are listed as High (**H**), Medium (**M**), or Low (**L**).

1. Compliance with NFPA Standards

The highest priority is to assist departments experiencing a high rate of turnover that have staffing levels significantly below the ideal staffing level required to comply with NFPA standards 1710 or 1720 (for details, see [Section F. Funding Priorities - Meeting the National Standards](#)). Interest Organizations that currently have the lowest recruitment and retention rates among the entire region and/or all fire departments benefitting from the grant funds receive higher consideration for funding.

2. Recruitment and Retention (R&R) Coordinator/Program Manager

R&R Coordinator	
H Applicants who currently have a coordinator or program manager in place	L Applicants who do not have, or are not requesting, a coordinator or program manager
M Applicants who will request grant funding for a coordinator or program manager's position	

3. Needs Assessment

Needs Assessment	
H Applicants with projects based on a needs assessment	L Applicants with projects that are not based on a needs assessment

4. Fire Service Partnerships

Fire Service Partnerships	
H Applicants who have, or will establish, fire service partnerships as part of this project	L Applicants who will not have, nor establish, fire service partnerships as part of this project

J. Eligible and Ineligible Costs and Requirements

Regardless of the eligibility of any costs requested or the results of the review of the application conducted in accordance with [Section E – Application Review Information](#) of this NOFO, FEMA reserves the right to approve the activities requested in an application in whole or in part.

Hiring Activity - Eligible Costs and Requirements
Eligible Costs: Salary and associated benefits (actual payroll expenses) for the positions funded under the SAFER Program grant are eligible. Costs are reimbursable if they are included as part of the standard package, available to all operational firefighter positions, and contractually obligated. Refer also to the definitions in Appendix B – Programmatic Information and

[Priorities, section B. Supporting Definitions in this NOFO.](#)

- Compensation for a firefighter's normal, contracted work schedule is reimbursable, but overtime costs are not eligible for reimbursement by the SAFER Program grant award (including overtime for holdovers, extra shifts, to attend training, etc.). Only costs for overtime that the fire department routinely pays as a part of the base salary or a firefighter's regularly scheduled and contracted shift hours, in order to comply with FLSA, are eligible.
- Salaries and benefits of firefighters hired with SAFER Program funding while they are engaged in initial recruit training are eligible.

Eligibility Requirements:

- Only firefighters hired (New Hire category) or rehired (Rehire category) after the SAFER Program grant offer of award (except if awarded under the Retention category) are eligible for grant funding.
- Only full-time positions are eligible for funding in all three categories. A full-time position is one position that is funded for at least 2,080 hours per year, e.g., 40 hours per week, 52 weeks per year.
- SAFER Program grant funds will only pay for operational positions, in all three categories, whose primary assignment (more than 50 percent of time) is on a fire suppression vehicle, regardless of collateral duties.
- Volunteer and mostly volunteer fire departments may also hire individuals to fill officer-level positions (e.g., chief, fire inspector, training officer, safety officer) in addition to their primary operational assignment.
- Eligible positions for funding under the Rehire category must have been laid off in the two years prior to the start of the application period (**February 8, 2021**). Copies of the official, signed, and issued layoff notices will be required at the time of application.
- Firefighters who have been issued a formal layoff notice, which includes a specific date for the layoff action, prior to the start of the application period, and those who face imminent layoff – within 120 days of the close of the application period – are eligible for SAFER Program funding under the Retention category. As the application period closes on (**March 12, 2021**), the layoffs must become effective on or before (**July 10, 2021**). Copies of the official, signed, and issued layoff notices will be required at the time of application.
- Eligible positions under the Retention category must be employees of the department at the time the application is submitted. **Note:** if a retention position becomes vacant after the application is submitted, departments must fill the vacancy with a new hire in order to maintain the operational staffing level.
- A layoff notice that is not executed within the specified terms will be considered void unless an additional notice is provided within 14 days of the original action date will not qualify for funding in the Rehire or Retention categories. Applicants who do not meet these parameters must apply under the New Hire category.
- Any layoff action not executed in accordance with the terms of the official layoff notice or which does not meet the above requirements will not qualify for funding in the Rehire or Retention categories. Applicants who do not meet these parameters must apply under the New Hire category.

Hiring Activity - Ineligible Costs

- The salaries and benefits of full-time firefighters who are employees at the time of grant award (except under the Retention category) are ineligible to be funded under this grant.
- Job-sharing positions (i.e., utilizing more than one person to fill a full-time SAFER Program-funded position) is ineligible.
- The SAFER Program may not be used to fund promotions (e.g., to pay a current member a higher salary by placing him/her in a new SAFER Program-funded position).
- Pre-application costs, such as grant writer fees, administrative costs (e.g., physicals/medical exams, background checks, etc.), and indirect costs associated with hiring firefighters are ineligible.
- Costs to train and equip firefighters (e.g., PPE/Turnout Gear) are ineligible (this does not include the salaries and benefits of firefighters hired under the SAFER Program while they are engaged in training).
- Costs for uniform allowances that are not contractually obligated, included as part of the standard benefits package for all employees, or reimbursed via payroll are ineligible.
- Costs of annual physicals/medical exams are ineligible.
- Overtime costs (including overtime for holdovers, extra shifts, to attend training, etc.) are ineligible (except as noted in “eligible costs” above).
- M&A costs.
- Indirect costs.

R&R Activity – Eligible Costs and Requirements

Eligibility Requirements:

Applicants must correlate the activities for which funding is requested and the identified recruitment or retention problems or issues to be addressed. FEMA will not fund a budget line item if an applicant does not provide sufficient information detailing how it will enhance recruitment and retention. Allowable costs may be limited to reasonable amounts, as determined by FEMA.

Applicants who propose to focus on retention of volunteers will receive equal consideration as applicants focusing on recruitment of volunteers. A focus on retention may include providing incentives for volunteer firefighter members to continue service in a fire department. SAFER Program grant funds may only be used for volunteer firefighters who are involved with, or trained in, the operations of firefighting and emergency response.

FEMA recommends that departments consult their AHJ or the department’s legal counsel to understand the full legal and financial implications involved with implementing or sustaining programs that offer benefits or financial awards to firefighters (e.g., stipends, Length of Service Award Program [LOSAP]).

All grant-related purchases and activities must be incurred, received, and completed within the period of performance. The period of coverage and/or service delivery on all contracts and agreements may not begin prior to or extend beyond the period of performance of the grant. FEMA may permit pro-rated costs to be charged to the grant for training courses that begin during the

period of performance but end after the period of performance ends.

All funded activities under the R&R Activity must be governed by formally adopted Standard Operating Procedures (SOPs). Minimally, these SOPs should specify who qualifies for each of the incentives, specific requirements for earning the incentives, and the disposition of the awarded incentives if an individual fails to fulfill the stipulations. FEMA may ask for copies of SOPs prior to, or after being awarded.

R&R Activity – Eligible Costs and Requirements

High Priority:

- Costs to support a staffing needs assessment identifying the operational staff are required to carry out fire department responsibilities safely and effectively (e.g., supplies for data collection, contractors or personnel to collect and analyze data, software programs, etc.).
 - **Note:** If a staffing needs assessment is requested and the application is selected for funding, the staffing needs assessment will be the only activity that will be funded.
- Costs to support a Recruitment and/or Retention Coordinator, a Program Manager, and/or a Grant Administrator (including reasonable salary, fringe benefits, contract support, supplies, travel, etc.). **Note:** computers for these positions are low priority items.
- Marketing Program to recruit new volunteer firefighters, such as:
 - Media advertising (e.g., television, radio, social media);
 - Print advertising (e.g., newspapers, billboards, signs, banners, brochures, flyers); and,
 - LED/electronic sign (**Note:** this is a high priority item only when included as part of a comprehensive marketing program. Only one LED/electronic sign is allowed per applicant and 75 percent of usage must be dedicated to R&R activities – additional restrictions apply (for details see [Section D: Application and Submission Information – Environmental Planning and Historic Preservation \[EHP\]](#)).
 - **Note:** If requesting funds to recruit new members, a marketing plan must be in place or the application must show a marketing plan will be implemented either with grant funds (requested as a line item) or that the applicant will implement a marketing plan using existing department resources.
- New Member Costs - only one entry-level physical per new recruit. Physicals for existing members are not eligible. All grant-funded physicals (except those for explorers) must meet NFPA 1582 standards (Chapter 6, Medical Evaluations of Candidates 6.1 and Chapter 9, Essential Job Tasks — Specific Evaluation of Medical Conditions in Members). The cost of physicals should be based on local physician or health center prices. Detailed information on implementing NFPA 1582 physicals can be found at <https://www.fstaresearch.org/roadmap>.
 - **Note:** annual physicals are only eligible if the applicant is also requesting grant funds for NFPA 1582 entry-level physicals for new recruits. Annual Physicals are only eligible for the same new recruits; physicals or annual exams for any other member are not eligible.

- New recruit basic training that is not covered under a department's normal operating budget and as required by the AHJ to meet minimum firefighter certification (e.g., CPR, First Responder, EMT, Firefighter 1, Firefighter 2).
 - Reimbursement to members for lost wages, mileage/transportation, lodging, and/or per diem while attending required basic training is also eligible.
 - **Note:** costs for mileage/transportation, lodging, and per diem must comply with the department's written travel policies and procedures. If policies are not established, costs will only be reimbursed at the Federal government rate.
- Leadership/career development training when used as a retention incentive that is not covered under a department's normal operating budget.
 - Reimbursement to members for lost wages, mileage/transportation, lodging and/or meals while attending leadership/career development training or conferences are also eligible.
 - **Note:** costs for mileage/transportation, lodging and meals must comply with the department's written travel policies and procedures. If policies are not established, costs will only be reimbursed at the Federal government rate.
 - Courses must provide Continuing Education Units or certificates of completion to be eligible.
- Instructor/train-the-trainer training that is not covered under a department's normal operating budget.
 - Reimbursement to members for lost wages, mileage/transportation, lodging, and/or per diem while attending instructor/train-the-trainer training are also eligible.
 - **Note:** costs for mileage/transportation, lodging, and per diem must comply with the department's written travel policies and procedures. If policies are not established, costs will only be reimbursed at the Federal government rate.
- Tuition assistance for higher education (including books, lab fees and student fees).
 - Coursework or certifications in this category should be more advanced than what departments typically fund for required minimum-staffing requirements.
 - Courses are not limited to firefighter training or education.
 - Computers for individual students are not eligible for funding.
 - Payments for student loans are not eligible for funding.
 - Only tuition payments for classes offered and taken during the period of performance are allowable.
- PPE/Turnout Gear.
 - PPE may only be funded for new firefighters that are recruited after the date of grant award, that successfully pass an NFPA 1582-compliant physical, and that are certified as "fit for duty." PPE purchased with SAFER Program funding must be utilized by adequately trained staff.
 - Funds are available to acquire Occupational Safety and Health Administration-required and NFPA-compliant PPE for firefighting personnel. In addition, PPE must meet any national or state standards and increase firefighter safety. Failure to meet these requirements may result in ineligibility for PPE funding. Copies of NFPA standards may be reviewed at <http://www.nfpa.org/freeaccess>.

- Only actual costs for PPE are allowed and will be paid on a reimbursable basis. Allowable costs may be limited to reasonable amounts, as determined by FEMA.
- To receive reimbursement, recipients must provide the following documentation to support the purchase of PPE:
 - Invoices/proof of payment for PPE.
 - Proof that the firefighter(s) have passed an NFPA 1582-compliant physical and are certified as “fit for duty.”
- Eligible PPE Expenditures:
 - One set of PPE for structural or wildland firefighting per new recruit.
 - The SAFER Program considers a complete set of structural PPE to be comprised of one SCBA mask/face piece, one pair of pants, one coat, one helmet, two hoods, one pair of boots, two pairs of gloves, one pair of suspenders, and one pair of goggles. In those jurisdictions where additional PPE, like Personal Safety/Rescue Bailout Systems are statutorily required, the SAFER Program will consider all statutorily required items to be part of a complete PPE set.
 - The SAFER Program considers a complete set of wildland PPE to be comprised of one pair of pants, one coat, one jumpsuit, one helmet, one pair of boots, one pair of gloves, one pair of suspenders, one pair of goggles, one fire shelter, one web gear, one backpack, and one canteen/hydration system.
 - American National Standards Institute-approved retro-reflective highway apparel.

R&R Activity – Eligible Costs and Requirements

Medium Priority:

- Nominal stipends for volunteer firefighters who are involved with, or trained in, the operations of firefighting and emergency response (e.g., Pay-per-Call, Points Based System, etc.). Stipends may only be provided for participation in operational (firefighting) activities, such as duty shifts, operational training and/or responding to incidents.
 - Food vouchers may be used for nominal stipends if the Narrative supports their use as an effective recruitment and retention tool for the department. However, food vouchers must be issued through formally adopted standard operating procedures.
 - Award recipients must maintain records of all food vouchers including firefighter name, amount, date received, and signature of the receiving firefighter.
 - Gift cards may not be used for nominal stipends. For information on gift cards, see Low Priority – Awards/Incentives below.
- Costs to support explorer/cadet, and mentoring programs, such as:
 - One set of station duty uniforms (the SAFER Program considers one set of station duty uniform as one pair of pants, one shirt, one hat, and one pair of boots) for newly recruited cadets/explorers.
 - Training (Non-Immediate Danger to Life and Health (IDLH)).
 - One set of structural or wildland PPE for newly recruited cadets/explorers as defined above, with the following two exceptions: 1) SCBA mask/face pieces are not eligible because PPE for explorers/cadets may not be used in an IDLH atmosphere, and 2)

- physicals for explorers/cadets are not required to meet NFPA 1582.
 - One introductory physical exam per newly recruited explorer/cadet.
- LOSAP or Retirement Program:
 - New LOSAP or Retirement Programs (meaning the department has never had a LOSAP or Retirement Program).
 - Increasing existing LOSAP or Retirement Program coverage to include newly recruited members (FEMA will only fund the increase portion of the program).
 - **Note:** FEMA will not fund LOSAP or Retirement Programs that were previously funded by a SAFER Program grant and were subsequently stopped.
- Insurance packages (e.g., AD&D, workers compensation, disability, health, dental, life).
- Exercise equipment and gym memberships are limited to no more than \$10,000 total per grant award.

R&R Activity – Eligible Costs and Requirements

Low Priority:

- New Member Costs - one set of station duty uniforms for each new recruit only (the SAFER Program considers one set of station duty uniform as one pair of pants, one shirt, one hat, and one pair of boots) per the department's uniform policy.
 - **Note:** Class A (i.e., Dress Uniforms) are not an allowable cost under the SAFER Program.
- Costs for advanced training not currently covered under the department's operating budget (e.g., extrication training, specialized equipment training, swift water rescue, etc.). Advanced training requests are only eligible for members who have already met the minimum firefighter certifications required by the AHJ and must closely correlate to the applicant's recruitment and/or retention goals.
 - Reimbursement to members for lost wages, mileage/transportation, lodging, and/or per diem while attending advanced training are also eligible.
 - **Note:** costs for mileage/transportation, lodging, and per diem must comply with the department's written travel policies and procedures. If policies are not established, costs will only be reimbursed at the Federal government rate.
- Single computer or printer for Recruitment and/or Retention Coordinator, Program Manager, and/or Grant Administrator.
- Awards/Incentive program for participation in operational (firefighting) activities, such as operational training and/or responding to incidents (e.g., length of service plaques, gift cards for top responders, non-uniform clothing).
 - Non-uniform clothing (limited to shirts, jackets, or pullovers) as part of an award program only.
 - **Gift Cards:** a log book for the purchase and issuance of gift cards is required. The log book should include name of recipient, date, amount of card, reason for issuance and signature of recipient. Gift cards should be issued to operational firefighters who have completed the minimum firefighter training required by the AHJ.
- LED/electronic sign when it is not included as part of a comprehensive marketing program.
- Fire service association membership fees.

- Projector and/or screen to support classroom training.
- Payments for housing or rent for volunteers at or near the fire station.
- Other costs associated with new recruits (background checks, aptitude tests, etc.).
- Station Modifications/Remodeling/Renovation of Existing Facilities.
 - Remodeling/renovations to an existing facility are allowable (e.g., converting space into bunkroom). The renovations must be minor interior alterations not to exceed \$10,000 total per grant award.
 - Remodeling/renovations may not change the footprint or profile of the building.
 - Any request for modifications to facilities may require EHP review (for details see [Section D: Application and Submission Information – Environmental Planning and Historic Preservation \[EHP\]](#)). Recipients are encouraged to have completed as many steps as possible for a successful EHP Review in support of their proposal for funding (the steps include: coordination with their State Historic Preservation Office to identify potential historic preservation issues and to discuss the potential for project effects; compliance with all state and EHP laws and requirements).
 - Written approval must be provided by FEMA prior to the use of any SAFER Program funds for remodeling or renovation. If awarded funds for remodeling or renovation, recipients may be required to submit evidence of approved zoning ordinances, architectural plans, any other locally required planning permits and a notice of interest.

R&R Activity – Eligible Costs and Requirements

Non-prioritized Costs:

- M&A costs up to three percent of the total awarded amount in accordance with 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. M&A costs must be identifiable and directly related to the implementation and management of the SAFER Program grant. Salaries and fringe benefits for personnel directly supporting the grant are not required to be included in the M&A budget line item.
- Indirect costs for national, state, local, or federally recognized tribal volunteer firefighter interest organizations that are expended pursuant to [Section D: Application and Submission Information](#).
- Up to \$1,500 in grant writer fees for application preparation, but not grant administration. The fee must have been paid within 30 days of the end of the application period and prior to any contact with SAFER Program Office staff or an Offer of Award. For details see [Appendix C - Award Administration Information, Section I. Grant Writer/Preparation Fees](#).
- Audit costs proportional to the total SAFER Program award. Recipients of multiple federal funding sources can only charge a pro rata share of the audit cost(s) to the SAFER Program award, and they must be incurred during the period of performance.

R&R Activity – Ineligible Costs

Ineligible Costs (this list is not exhaustive):

- Salary and benefits for firefighters.
- Retroactive payments or recognition for operational services rendered prior to the grant

award.

- Costs incurred (including the delivery of goods or services) outside of the period of performance except for grant writer fees; see [Appendix - C: Award Administration Information, Section I. Grant Writer/Preparation Fees.](#)
- Fire suppression equipment.
- Vehicles.
- Fire simulators, fire evolution, or fire training props (e.g., burn trailers, forcible entry, rescue/smoke maze, flashover simulators).
- Supplies, expendables, or “onetime” use items such as foam, fuel/propane, breaching materials (e.g., wood or sheetrock).
- Sirens, warning lights for fire department or private vehicles, or other outdoor warning devices.
- Communication equipment including cell phones, pagers, portable radios or Computer-Aided Dispatch systems.
- Video cameras/recording equipment.
- Intruder alerting systems and deployment notification systems.
- Retroactive payments or recognition for non-operational activities (including payments, gift cards, recruitment bonuses or stipends for recruiting firefighters).
- Payments for travel to, or participation in leisure or social activities such as theater tickets, entertainment tickets, and trips (e.g., professional sporting events).
- Costs associated with award banquets, such as food, photographers, refreshments, entertainment, or rental facilities. Reimbursement for actual awards (e.g., plaques and trophies) is eligible.
- Costs for food or refreshments that are not part of a conference or training hosted by the grant recipient (food vouchers can be requested as a nominal stipend but must be provided only under formally adopted SOPs).
- Costs for training currently covered under the department’s operating budget (e.g., tuition or instructor fees for department-mandated, basic-level training).
- Services at a member’s personal residence (e.g., internet access, plowing of driveways).
- Furniture (except for newly converted bunkrooms), televisions, fixtures, appliances (e.g., refrigerators) and entertainment equipment.
- “Giveaways” for recruitment events, such as pencils, pens, t-shirts, cups, mugs or balloons.
- Fees for courses and training that are available free of charge on the internet or at state/local training facilities (e.g., NIMS 100, 700, 800).
- Costs for fuel. Costs for travel to training or other eligible activities are reimbursed through mileage rates.
- Annual medical exams for existing members.
- Payments for student loans.
- Mileage reimbursement for responding to incidents or periodic operational training at the fire house (mileage reimbursement is allowed for other types of training as explained under eligible costs).
- Station internet access/user fees and equipment to install internet (such as routers).
- Continued funding of an existing (or previously funded through the SAFER Program)

LOSAP or Retirement Program.

- Computers in common areas or individual computers for training/education.
- Copiers/printers.
- Incentives for career firefighters within the recipient's fire department.
- Ineligible Explorer/Cadet/Mentoring Programs expenditures:
 - Self-Contained Breathing Apparatus (SCBA), including mask/face piece
 - Anything involving the IDLH atmosphere
 - Any activities precluded by the AHJ.
- Ineligible PPE expenditures:
 - Three-quarter length rubber boots.
 - SCBAs (not including SCBA masks/face pieces).
 - PASS Devices.
 - Spare cylinders.
 - Bomb disposal suits.
 - PPE for hazardous materials and other specialized incidents.
 - More than one set of PPE per newly recruited member (within the period of performance).
 - PPE for existing members.

Appendix C - Award Administration Information

Appendix C contains detailed information on SAFER Program Award Administration. Reviewing this information may help recipients in the programmatic and financial administration of their award(s)

Help FEMA Prevent Fraud, Waste, and Abuse

If applicants or recipients have information about instances of fraud, waste, abuse, or mismanagement involving FEMA programs or operations, they should contact the DHS Office of Inspector General (OIG) Hotline at (800) 323-8603, by fax at (202) 254-4297, or email DHSOIGHOTLINE@dhs.gov.

I. Grant Writer/Preparation Fees

Fees for grant writers may be included as a pre-award expenditure. Fees payable on a contingency basis are not an eligible expense. For grant writer fees to be eligible as a pre-award expenditure, the fees must be specifically identified and listed within the “Request Details” section of the application. FEMA will only consider reimbursements for application preparation, not administration, up to, but not more than \$1,500.

Pursuant to 2 C.F.R. Part 180, recipients may not use federal grant funds to reimburse any entity, including a grant writer or preparer, if that entity is presently suspended or debarred by the Federal Government from receiving funding under federally-funded grants or contracts. Recipients must verify that the contractor is not suspended or debarred from participating in specified federal procurement or nonprocurement transactions pursuant to 2 C.F.R. § 180.300.

By submitting the application, applicants are certifying all of the information contained therein is true and an accurate reflection of the organization, and that regardless of the applicant’s intent, the submission of information that is false or misleading may result in actions by FEMA. These actions include but are not limited to the submitted application not being considered for award, temporary withholding of funding under the existing award pending investigation, or referral to the DHS OIG.

Prior to submission of the application, please review all work produced by grant writers or other third parties for accuracy. In addition, in order to charge grant writer fees to the grant award, the fees must have been paid no later than 30 days after the end of the application period. The following documentation shall be provided to FEMA upon request:

- i. A copy of the grant writer’s contract for services;
- ii. A copy of the invoice or purchase order; and
- iii. A copy of the canceled check (front and back).

Failure to provide the requested documentation may result in the grant writer fee being deemed ineligible and the grant reduced accordingly.

Note: FEMA requires that all applicants identify any individual or organization that assisted

with the development, preparation, or review of the application to include drafting or writing the narrative and budget, whether that person, entity, or agent is compensated or not and whether the assistance took place prior to submitting the application.

II. Maintenance and Sustainment for SAFER Programs

The use of FEMA preparedness grant funds for the costs of repairs or replacement, as well as maintenance contracts, warranties, and user fees may be allowable.

The intent of eligible Maintenance and Sustainment activities is to provide direct support to the critical capabilities developed using FEMA and other DHS grants and support activities. Routine upkeep and the supplies, expendables, or one-time use items that support routine upkeep (e.g., gasoline, tire replacement, routine oil changes, monthly inspections or grounds and facility maintenance) are the responsibility of the recipient and may not be funded with SAFER Program funding.

Generally, when purchasing a maintenance agreement, service contract, or extended warranty for systems or equipment, the period of coverage provided under such a plan may not extend beyond the period of performance of the grant with which the agreement, warranty or contract is purchased.

The duration of an extended warranty purchased incidental to the original purchase of the equipment may exceed the period of performance as long as the coverage purchased is consistent with that which is typically provided for, or available through, these types of agreements, warranties, or contracts. When purchasing a stand-alone warranty or extending an existing maintenance contract on an already-owned piece of equipment or system, coverage purchased may not exceed the period of performance of the award used to purchase the maintenance agreement or warranty. As with warranties and maintenance agreements, this policy extends to licenses and user fees as well.

Even if purchased incidental to the original purchase of the equipment, the duration of an extended maintenance agreement or warranty must also be reasonable for the type of equipment or system being purchased. For example, if a vendor offers a 10-year extended warranty incidental to the purchase of a piece of equipment, but the useful life of that equipment being purchased is five years, the purchase of a 10-year extended warranty would not be a reasonable cost and may not be charged to the grant.

III. Taxes, Fees, Levies, and Assessments

Taxes, fees, levies, or assessments that the recipient is legally required to pay and are directly related to any eligible SAFER Program acquisition activity may be charged to a SAFER Program award pursuant to 2 C.F.R. § 200.470. These charges shall be identified and enumerated in the SAFER Program application narrative, as well as the “Request Details” section of the acquisition activity.

Any avoidable and unreasonable costs that result from the action or inaction of a recipient (or recipient’s agent) or that prevent that recipient from enjoying any lawful exemption, waiver, or reduction of any tax, fee, levy, or assessment directly related to any eligible SAFER

Program acquisition activity, are not chargeable to any SAFER Program award.

Example: Governmental entities and Public Safety Agencies are exempt from some Federal Communications Commission (FCC) fees*, but only if the eligible organization submits an exemption or waiver request to the FCC.

**Government entities are not required to pay FCC regulatory fees. Non-profit entities (exempt under Section 501 of the Internal Revenue Code) may also be exempt. The FCC requires that any entity claiming exempt status submit, or have on file with the FCC, a valid Internal Revenue Service Determination Letter documenting its nonprofit status or certification from a governmental authority attesting to its exempt status. For more information, please visit <http://www.fcc.gov>.*

IV. Excess Funds

After completing the initial projects proposed in the recipient's application, some recipients may have unexpended funds remaining in their budget. These excess funds may result from any combination of under-budget acquisition activities or competitive procurement processes.

These excess funds may be utilized to address an organization's local needs or to mitigate identified capability gaps. FEMA expects excess funds to be obligated concurrent with an award's period of performance to address a known or critical need. An amendment request must be submitted to document the expenditure of excess funds. As a reminder, all costs must be incurred and all goods and services must be delivered or completed within the period of performance in order to be allowable.

V. Payments and Amendments

FEMA uses the Direct Deposit/Electronic Funds Transfer method of payment to recipients.

SAFER Program payment/drawdown requests are generated using FEMA GO. SAFER Program payment/drawdown requests from state or local government entities will be governed by applicable federal regulations in effect at the time a grant is awarded to the recipient and may be either advances or reimbursements. Recipients should not expend funds until all special conditions listed on the grant award document have been met, including completion of EHP review, and the request for payment in FEMA GO has been approved. Recipients should draw down funds based upon immediate disbursement requirements; however, FEMA strongly encourages recipients to draw down funds as close to disbursement or expenditure as possible to avoid accruing interest.

Non-federal entities should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of any relevant documentation and records, including purchasing documentation along with copies of cancelled checks for verification. See, e.g., 2 C.F.R. §§ 200.318(i), 200.334, 200.337.

Advances

Recipients shall be paid in advance, provided they maintain or demonstrate the willingness and ability to maintain procedures to minimize the time elapsing between the transfer of

funds and its disbursement by the recipient (not to exceed 30 days), and the financial management systems that meet the standards for fund control and accountability as established in 2 C.F.R. Part 200. The recipient shall include invoice(s) and/or purchase orders for advance SAFER Program payment/drawdown requests. EHP review requirement must be met prior to advanced payments.

Although advance drawdown requests are permissible, recipients remain subject to applicable federal laws in effect at the time a grant is awarded to the recipient.

Governing interest requirements include the *Uniform Administrative Requirements Cost Principles, and Audit Requirements for Federal Awards* at 2 C.F.R. Part 200 and the *Cash Management Improvement Act* (CMIA) and its implementing regulations at 31 C.F.R. Part 205. Interest under CMIA will accrue from the time federal funds are credited to a recipient's account until the time the recipient pays out the funds for program purposes. For the rate to use in calculating interest, please visit Treasury Current Value rate at https://www.fiscal.treasury.gov/fsreports/rpt/cvfr/cvfr_home.htm.

Reimbursement

Payment by reimbursement is the preferred method when the requirements to be paid in advance, pursuant to 2 C.F.R. § 200.305, cannot be met. In accordance with US Department of Treasury regulations at 31 C.F.R. Part 205, if applicable, the recipient shall maintain procedures to minimize the time elapsing between the transfer of funds and the disbursement of said funds.

Rebates

Recipients shall disburse program income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments, in accordance with 2 C.F.R. § 200.305. The reduction of federal financial participation via rebates/refunds *may* generate excess funds for the recipient if the recipient previously obligated their Cost Share match based upon the original award figures. If the recipient previously obligated their original Cost Share *prior* to the rebate, then the recipient *may* have minimum excess funds equal to the difference between the original Cost Share less the rebate-adjusted Cost Share.

Payment Requests During Closeout

A recipient may only submit reimbursement payment requests up to 120 days after the expiration of the period of performance, during an award's closeout reconciliation per 2 C.F.R. § 200.344. Reimbursement payments are the only eligible type of requests to be submitted after a grant's period of performance has expired. The expenditure must have been obligated and received during the period of performance of the award. The recipient's request should contain clear and specific information certifying that the liquidation of federal funds is reimbursement for an obligation properly incurred during the active period of performance. FEMA may request documentation supporting the reimbursement for review at any time.

Amendments

FEMA may approve SAFER Program award amendments on a case-by-case

basis, for the following reasons:

- Extension of the period of performance in order to complete the scope of work;
- Changes to the activity, mission, retroactive approval (pre-award), closeout issues, and some excess funds requests;
- Budget changes (adding funds to award/non-closeout deobligation of funds).

FEMA will only consider amendments submitted via FEMA GO. These requests must contain specific and compelling justifications for the requested change. Amendments or changes to the scope of work may require additional EHP review. FEMA strongly encourages recipients to expend grant funds in a timely manner, to be consistent with SAFER Program goals and objectives.

Note: A recipient may deobligate (i.e., return) unused funds (i.e., those remaining funds previously drawn down via payment request and/or remaining award funding that was never requested) to DHS/FEMA prior to the end of an award's period of performance. To exercise this option, a recipient must submit an amendment via FEMA GO and state in the amendment that the unliquidated funds (i.e., the funds to be returned) are not necessary for the fulfillment or success of the grant's obligations or mission. The recipient must also indicate in the amendment that it understands that the returned funds will be deobligated and unavailable for any future award expenses. Deobligation of funds will decrease the federal portion of the grant and the amount of the recipient's Cost Share obligation. FEMA will confirm deobligation amendments with all points of contact; after confirmation of the recipient's intent to deobligate, FEMA will hold the approved deobligation request for 14 calendar days as a period for recipient reconsideration before FEMA processes the deobligation request.

VI. Disposition of Grant Funded Equipment

A recipient must use, manage, and dispose of SAFER Program-funded equipment in accordance with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* at 2 C.F.R. § 200.313. With the exception of state governments, when original or replacement equipment acquired under a SAFER Program award is no longer needed for the original project, program, or other activities currently or previously supported by a federal awarding agency, the recipient must request disposition instructions from FEMA. FEMA strongly recommends contacting the SAFER Help Desk prior to the disposition of SAFER Program-funded equipment.

VII. Post-Award Recipient Responsibilities

Once awarded, recipients under the Hiring Activity must submit a pre-SAFER Program roster listing paid operational/firefighting personnel, in support of NFPA 1710 or NFPA 1720, who are employees at time of award. FEMA compares the pre-SAFER Program roster to names submitted for SAFER Program-funded positions, to ensure that the SAFER Program-funded firefighters are new employees (except under the retention category).

The SAFER Program Office will work with recipients to establish the correct staffing maintenance numbers, which combine the number of pre-SAFER Program and SAFER

Program-funded operational positions. Once this is established, recipients must agree to maintain this number throughout the period of performance by taking active and timely steps to fill any vacancies.

Recipients under the Hiring Activity who lay off any operational personnel during the period of performance will be considered in default of their grant and the award will be terminated. In those situations, recipients may be required to return the federal funds disbursed under the grant award.

Recipients who are unable, due to documentable economic hardship, to backfill non-SAFER Program operational positions vacated through attrition (e.g., resignation, retirement) after receiving an award may petition FEMA to waive the staffing maintenance requirements. Approved waivers allow recipients to decrease and reestablish the staffing maintenance numbers agreed to at the time of award by the number of positions that recipients are unable to fill. To qualify for this waiver, the economic hardship must affect the entire public safety sector in a recipient's jurisdiction, not just the fire department. FEMA will not grant waivers for SAFER Program-funded positions. Recipients who fail to maintain the required level of staffing risk losing federal funds awarded under this grant.

Recipients must agree that, notwithstanding any provision of other laws, firefighters hired under these grants will not be discriminated against or be prohibited from engaging in volunteer firefighting activities in another jurisdiction during off-duty hours.

FEMA strongly encourages applicants, to the extent practicable, to seek, recruit and hire military veterans to increase their ranks within their departments.

Appendix D

In accordance with the Office of Management and Budget's guidance located at 2 CFR part 200, all applicable Federal laws, and relevant Executive guidance, the DHS will review and consider applications for funding pursuant to this notice of funding opportunity in accordance with the:

- President's September 2, 2020 memorandum, entitled Memorandum on Reviewing Funding to State and Local Government Recipients of Federal Funds that Are Permitting Anarchy, Violence, and Destruction in American Cities;
- Executive Order on Protecting American Monuments, Memorials, and Statues and Combating Recent Criminal Violence (E.O. 13933); and
- Guidance for Grants and Agreements in Title 2, Code of Federal Regulations (2 CFR), as updated in the Federal Register's 85 FR 49506 on August 13, 2020, particularly on:
 - Selecting recipients most likely to be successful in delivering results based on the program objectives through an objective process of evaluating Federal award applications (2 CFR part 200.205),
 - Prohibiting the purchase of certain telecommunication and video surveillance services or equipment in alignment with section 889 of the National Defense Authorization Act of 2019 (Pub. L. No. 115—232) (2 CFR part 200.216),
 - Promoting the freedom of speech and religious liberty in alignment with Promoting Free Speech and Religious Liberty (E.O. 13798) and Improving Free Inquiry, Transparency, and Accountability at Colleges and Universities (E.O. 13864) (§§ 200.300, 200.303, 200.339, and 200.341),
 - Providing a preference, to the extent permitted by law, to maximize use of goods, products, and materials produced in the United States (2 CFR part 200.322), and
 - Terminating agreements in whole or in part to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities (2 CFR part 200.340).



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 3/2/2021

Consent item: Yes

SUBJECT: (B9) Approval of Cypress Head Traffic Enforcement Agreement (TEA) Form

DEPARTMENT: Police Services

GOAL:

RECOMMENDED MOTION: Move to approve Traffic Enforcement Agreement with the Cypress Head Homeowners Association, Inc. and authorize the execution of the agreement.

SUMMARY: Traffic Enforcement Agreement ("TEA"). We've recently received a request from the Cypress Head HOA to enter into a TEA. The TEA involves law enforcement (PD), signage (PW), and billing (Finance). The previous TEA with this location has expired.

Project No.: Funding Account No.:

Presenter: Thomas Grimaldi

ATTACHMENTS:

1.	Traffic enforcement agreement - Cypress Head HOA	Cypress head revised - HOA signed2.pdf
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Beth Unruh
William Proctor
Thomas Grimaldi
Matthew Jones
Jamie Miller
Robin Fenwick

Created/Initiated - 1/18/2021
Approved - 2/9/2021
Approved - 2/9/2021
Approved - 2/22/2021
Approved - 2/23/2021
Final Approval - 2/23/2021

TRAFFIC ENFORCEMENT AGREEMENT

THIS AGREEMENT is made and entered this _____ day of _____, 2021, by and between the CITY OF PORT ORANGE, FLORIDA, a Florida municipal corporation, whose address is 1000 City Center Circle, Port Orange, Florida 32129, hereinafter referred to as "CITY", and CYPRESS HEAD RESIDENTIAL HOMEOWNER'S ASSOCIATION, INC., a Florida non profit corporation, whose address is 5889 S. Williamson Blvd., Ste. 1301, Port Orange, Florida 32128, hereinafter referred to as "ASSOCIATION".

W I T N E S S E T H:

WHEREAS, the CITY may exercise jurisdiction over any private road or roads located within the CITY's boundaries under written agreement as authorized by Section 316.006(2)(b), Florida Statutes; and

WHEREAS, the CITY is empowered to enforce the State Uniform Traffic Control provisions in the City of Port Orange under Section 316.008(2), Florida Statutes; and

WHEREAS, the ASSOCIATION has elected, by a majority vote of its board of directors, to have state traffic laws enforced by the CITY on private roads that are controlled by the ASSOCIATION; and

WHEREAS, the CITY and the ASSOCIATION, in the interest of the public health, safety, and welfare, desire to establish terms and conditions for the enforcement of the State Uniform Traffic Control provisions on the private roads owned and controlled by the ASSOCIATION.

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth herein, the CITY and the ASSOCIATION agree as follows:

SECTION 1. PURPOSE. The purpose of this Agreement is to establish the terms and conditions under which the CITY will provide State Uniform Traffic Control enforcement over the private roads under the ownership and control of the ASSOCIATION, including all roads listed on Exhibit "A" attached.

SECTION 2. TERM. This Agreement shall become effective upon execution by both parties, and shall run through March 1, 2026, and may be renewed thereafter for successive periods not to exceed two (2) years each upon mutual agreement of the CITY COUNCIL and the ASSOCIATION, unless earlier terminated as provided herein.

SECTION 3. PRIVATE ROADS. The CITY is authorized to enforce the State Uniform Traffic Control provisions over the private roads under the ownership and control of the ASSOCIATION as identified on the attached Exhibit "A" that is incorporated by reference into this Agreement.

SECTION 4. TRAFFIC SIGNAGE.

a. The ASSOCIATION shall acquire and install, at its sole cost, the street/traffic signage to be installed at the locations listed in Exhibit "B". The ASSOCIATION shall also provide for maintenance of the signage at its sole cost.

b. The CITY reserves the right to make any and all final decisions for all street/traffic signage installations such as, by way of example and not limitation, multi-way stop locations, stop locations, reduction or increase of speed limits. Requests for permission to install the above-referenced signage must be made in writing by the ASSOCIATION to the CITY and the following information must be included in the request:

1. the type of signage requested;
2. the requested location of the signage; and
3. the authorized signature of the person making the request on behalf of the ASSOCIATION.

c. It shall be the ASSOCIATION's sole and exclusive obligation to replace lost, stolen or damaged traffic signage with replacement traffic signage.

d. The ASSOCIATION shall provide to the CITY, upon request, the proposed design plans and specifications for all traffic signs to be installed and the CITY shall review the plans and specifications for conformance to the Manual for Uniform Traffic Control Devices and respond appropriately. The CITY shall be the sole and exclusive party with approval authority as to all final plans and specifications. Prior to commencement of any installation activities by the ASSOCIATION, the CITY's written approval must be obtained.

e. The ASSOCIATION shall comply with all CITY standards for signage installation. The CITY's Chief of Police shall be solely responsible for all signage determinations.

SECTION 5. TRAFFIC ENFORCEMENT.

a. The CITY may exercise its jurisdiction for municipal traffic control and enforcement on the private roads identified on the attached Exhibit "A". Traffic control and enforcement shall include applicable provisions of Chapters 316, 318, 320 and 322, Florida Statutes, as may be amended.

b. The CITY currently provides routine patrols for enforcement of criminal violations of the Florida Statutes within the ASSOCIATION. The CITY shall be solely responsible for the means and methods of enforcement of the

State Uniform Traffic Control laws, including but not limited to the scheduling of special detail patrols and the use of radar or other methods of enforcement. The CITY in its sole discretion shall have the right to perform traffic control and enforcement if violations are observed concurrently while performing routine patrols. Upon execution of this Traffic Enforcement Agreement routine patrols shall continue at the same rate and frequency unless the CITY determines otherwise and shall include traffic enforcement along with criminal law enforcement.

SECTION 6. MAINTENANCE AND OPERATION. Upon the completion of the installation of the signage, if any, the ASSOCIATION shall maintain full responsibility for the maintenance and operation of the signage subject to the provisions of this Agreement. The CITY upon the ASSOCIATION'S written request shall provide for the signage. If the ASSOCIATION fails to maintain the signage required in this Traffic Enforcement Agreement and fails to authorize the CITY to provide said signage, then upon the CITY's notice to the ASSOCIATION, the CITY shall provide for the required signage, at the cost of the ASSOCIATION.

SECTION 7. LEVEL OF MAINTENANCE. The ASSOCIATION shall maintain the signage in accordance with all CITY policies. In this regard the ASSOCIATION shall record all maintenance activities relative to said street/traffic signage on a CITY approved log sheet and shall routinely furnish copies of said log to the Chief of Police.

SECTION 8. REPAIR, MODIFICATION AND REPLACEMENT. The ASSOCIATION shall not make any modifications (except for normal maintenance activities) to the signage or replace any of the signage without the CITY's prior written approval or in clear emergency situations in which case the CITY shall be immediately notified.

SECTION 9. LEVEL OF SERVICE. It is expressly understood and agreed by the parties hereto that the effect of the signage must be such that traffic will be properly handled. Necessary modifications or replacements may be made by the ASSOCIATION, after written approval by the CITY, to accommodate the changing needs of traffic.

SECTION 10. COMPENSATION.

a. The ASSOCIATION shall reimburse the CITY for all actual costs, if any, resulting to the CITY from the installation of the ASSOCIATION's traffic signage, emergency signage requirements, or other CITY costs related to the private roads based upon the City's rate for private detail law enforcement activities. Upon execution of this Traffic Enforcement Agreement the rate for labor relating to the installation of traffic signage shall commence at the rate of \$ 17.50, subject to revision based on average personnel cost per hour. Traffic enforcement shall be performed during routine patrol within the ASSOCIATION

and the CITY shall not charge for said routine patrol and traffic enforcement occurring during the routine patrol.

b. If private detail traffic enforcement services are requested in writing by the ASSOCIATION, the CITY shall have the right to charge the ASSOCIATION for all actual costs resulting to the CITY from the provision of private detail traffic enforcement services over the private roads. Upon execution of this Traffic Enforcement Agreement the rate for private detail traffic enforcement shall commence at the rate of \$48.00 per hour.

c. The actual cost for signage and signage services provided by the CITY and the actual cost for provision of traffic enforcement services provided by the CITY shall be adjusted annually effective on October 1 of each successive year of this Agreement to the actual costs contemplated by this Traffic Enforcement Agreement. If the actual costs are increased, the CITY shall provide forty-five (45) days written notice of the increased rates.

SECTION 11. PAYMENT AND BILLING.

a. The CITY shall render to the ASSOCIATION, at the close of each calendar month if services have been rendered, an itemized invoice describing the services rendered, the cost of the services, and other information required by this Agreement.

b. The costs of services of the CITY shall be invoiced to the ASSOCIATION. Payment by the ASSOCIATION shall be made to the CITY within thirty (30) days of receipt of the CITY's invoices. Bills paid later than thirty (30) days after receipt of the CITY's invoice shall be assessed a TEN DOLLAR (\$10.00) penalty, and the unpaid balance shall accrue interest at ONE PERCENT (1%) per month until said balance is paid. If any such fee, rate or change is not paid as and when due and is in default for twenty-five (25) days or more, the unpaid balance thereof and all interest accrued thereon, together with a collection fee, as established by resolution, may be referred to a collection agency. If any such fee, rate or charge is not paid as and when due and is in default for twenty (20) days or more, the unpaid balance thereof and all interest accrued thereon, together with attorneys' fees and costs, may be recovered by civil action. In addition to any other remedies or penalties provided herein, failure to pay such charges promptly when due shall subject ASSOCIATION to discontinuance of further city services without notice.

SECTION 12. INDEMNIFICATION.

a. The ASSOCIATION shall, at all times hereafter, indemnify, hold harmless and defend the CITY, its officers, agents, servants, volunteers and employees, individually and collectively, from and against any claims, damages, injuries, losses, liability, causes of action, costs and expenses, including attorneys fees and costs, arising out of, resulting from, or in any way connected

with any negligent and wrongful acts or omissions of the ASSOCIATION, its officers, agents, servants or employees in the performance of duties and obligations under this Traffic Enforcement Agreement, the services provided by the ASSOCIATION pursuant to this Agreement, the condition of the private roads including any signage, or the performance of operations under this Traffic Enforcement Agreement. This provision shall survive the termination or expiration of this Agreement.

b. For purposes of liability, the CITY is subject to sovereign immunity in accordance with state law. This Agreement shall not constitute a waiver of sovereign immunity by the CITY as to any matter to which such immunity would apply, except to the limited extent set forth in Section 768.28, Florida Statutes. Neither the existence of this Agreement nor anything contained herein shall give rise to any greater liability on the part of the CITY than that which the CITY would ordinarily be subjected to when providing its normal police services.

SECTION 13. INSURANCE.

a. GENERAL. The ASSOCIATION shall, at the ASSOCIATION's own cost, procure the insurance required under this section and maintain such insurance in effect during the term of this Agreement.

b. The ASSOCIATION shall furnish the CITY with a Certificate of Insurance signed by an authorized representative of the insurance company evidencing the insurance required by this section. The Association shall provide the CITY not less than thirty (30) days written notice prior to the cancellation, nonrenewal, amendment or restriction of coverage. The ASSOCIATION shall provide the CITY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

c. In addition to providing the Certificate of Insurance, if required by the CITY, the ASSOCIATION shall, within thirty (30) days after receipt of the request, provide the CITY with a copy of each of the policies of insurance providing the coverage required by this section.

d. Neither approval by the CITY nor failure to disapprove the insurance furnished by the ASSOCIATION shall relieve the ASSOCIATION of the ASSOCIATION's full responsibility for liability, damages and accidents.

e. INSURANCE COMPANY REQUIREMENTS. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies must be authorized by maintaining Certificates of Authority issued to the companies by the Department of Insurance

of the State of Florida to conduct business in the State of Florida.

(2) In addition, such companies shall have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: lose its Certificate of Authority, fail to maintain the Best's Rating and Financial Size Category, the ASSOCIATION shall, as soon as the ASSOCIATION has knowledge of any such circumstance, immediately notify the CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as the ASSOCIATION has replaced the unacceptable insurance company with an insurance company acceptable to the CITY, the ASSOCIATION shall be deemed to be in default of this Agreement.

f. SPECIFICATIONS. Without limiting any of the other obligations or liability of the ASSOCIATION, the ASSOCIATION shall, at the ASSOCIATION's sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection. Except as otherwise specified in this Agreement, the insurance shall become effective prior to the commencement of work by the ASSOCIATION and the CITY and shall be maintained in force until the termination date of this Agreement. The amounts and types of insurance shall conform to the following minimum requirements:

(1) Comprehensive General Liability.

Liability insurance, including coverage for premises/operations and personal injury coverage shall be obtained. This liability insurance shall include contractual liability insurance applicable to the ASSOCIATION'S obligations under this Agreement. The limits of liability shall be no less than \$1,000,000.00 for injury or death to any one person and no less than \$2,000,000.00 for injury or death to two or more persons as a result of any one occurrence and no less than \$100,000.00 for property damage to one or more persons as a result including, but not limited to, attorney's fees, arising out of or resulting from the performance of this Agreement. The City of Port Orange must be listed as an additional insured on the policy for activities as it relates to this Agreement. Proof of proper insurance must be provided upon request to the CITY within 48 hours of a request.

g. OBLIGATIONS. Compliance with the foregoing insurance requirements shall not relieve the ASSOCIATION, its officers, employees, servants or agents, of liability from any obligation under a section or any other portions of this Traffic Enforcement Agreement.

SECTION 14. TERMINATION. This Traffic Enforcement Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days' written notice delivered to the other party or, at the option of the CITY, immediately in the event any of the terms, covenants or agreements of this Agreement have been violated.

SECTION 15. ASSIGNMENT. No party to this Traffic Enforcement Agreement shall assign this Agreement, nor any interest arising herein, without the written consent of the other party.

SECTION 16. INDEPENDENT CONTRACTOR. It is agreed by the parties that, at all times and for all purposes within the scope of this Traffic Enforcement Agreement, the relationship of the ASSOCIATION to the CITY is that of independent contractor and not that of agent or employee. No statement contained in this Traffic Enforcement Agreement shall be construed so as to find the ASSOCIATION an agent or employee of the CITY, and the ASSOCIATION shall be entitled to none of the rights, privileges or benefits of CITY employees.

SECTION 17. EMPLOYEE STATUS. Persons employed by the ASSOCIATION in the performance of services and functions pursuant to this Traffic Enforcement Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the CITY's officers and employees either by operation of law or by the CITY.

SECTION 18. ENTIRE AGREEMENT.

a. It is understood and agreed that the entire agreement of the parties is contained herein and that this Traffic Enforcement Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

b. Any alterations, amendments, deletions, or waivers of the provisions of this Traffic Enforcement Agreement, except the annual actual cost adjustment set forth in Section 10(c) of this Traffic Enforcement Agreement, shall be valid only when expressed in writing and duly signed by the parties.

SECTION 19. NOTICES. Whenever either party desires to give notice to the other, notice shall be sent by certified mail, return receipt requested, to:

FOR CITY: City Manager
 City of Port Orange
 1000 City Center Circle
 Port Orange, Florida 32129

FOR ASSOCIATION:

Joseph Veracka, President
CYPRESS HEAD RESIDENTIAL
HOMEOWNER'S ASSOCIATION, INC.
5889 S. Williamson Blvd., Ste. 1301
Port Orange, Florida 32128

and

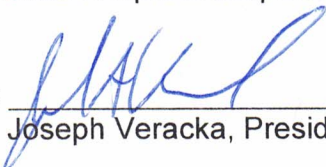
Cheryl Weber, Registered Agent
CYPRESS HEAD RESIDENTIAL
HOMEOWNER'S ASSOCIATION, INC.
5889 S. Williamson Blvd., Ste. 1301
Port Orange, Florida 32128

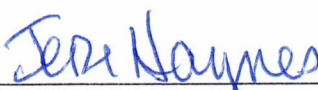
Either party may change, by written notice as provided herein, the address or person for receipt of notices.

SECTION 20. PUBLIC RECORDS LAW. The parties acknowledge the obligations under Chapter 119, Florida Statutes, to release public records to members of the public upon request. The parties acknowledge that the CITY is required to comply with Chapter 119, Florida Statutes, in the handling of the materials created under this Traffic Enforcement Agreement and that said statute controls over the terms of this Traffic Enforcement Agreement.

IN WITNESS WHEREOF, the parties have executed this Traffic Enforcement Agreement on the dates indicated below.

CYPRESS HEAD RESIDENTIAL
HOMEOWNER'S ASSOCIATION, INC.
a Florida nonprofit Corporation

By: 
Joseph Veracka, President

Attest: 
Jeri Haynes, Secretary

Date: 2/17/2021

CITY OF PORT ORANGE, a
Florida municipal corporation

By: _____
Mayor Donald O. Burnette

Attest: _____
Robin L. Fenwick, MMC
City Clerk

Date: _____

EXHIBIT "A"

Private Roads

Location Map Attached as Exhibit "1"

PLATS:

CYPRESS HEAD PHASE II-A,
Recorded in Map Book 44, Pages 145-148,

CYPRESS HEAD PHASE II-B,
Recorded in Map Book 45, Pages 145-148,

CYPRESS HEAD PHASE II-C,
Recorded in Map Book 47, Pages 80-82,

CYPRESS HEAD PHASE II-D,
Recorded in Map Book 49, Pages 25-27,

Public Records Of Volusia County, Florida

NAMES OF PRIVATE ROADS:

Cypress Springs Parkway

Crystal Creek Drive

Fairway Cove Drive

Longlake Drive

Nature View Circle

Renaissance Drive

Rivercrest Court

Sable Key Circle

Siesta Key Circle

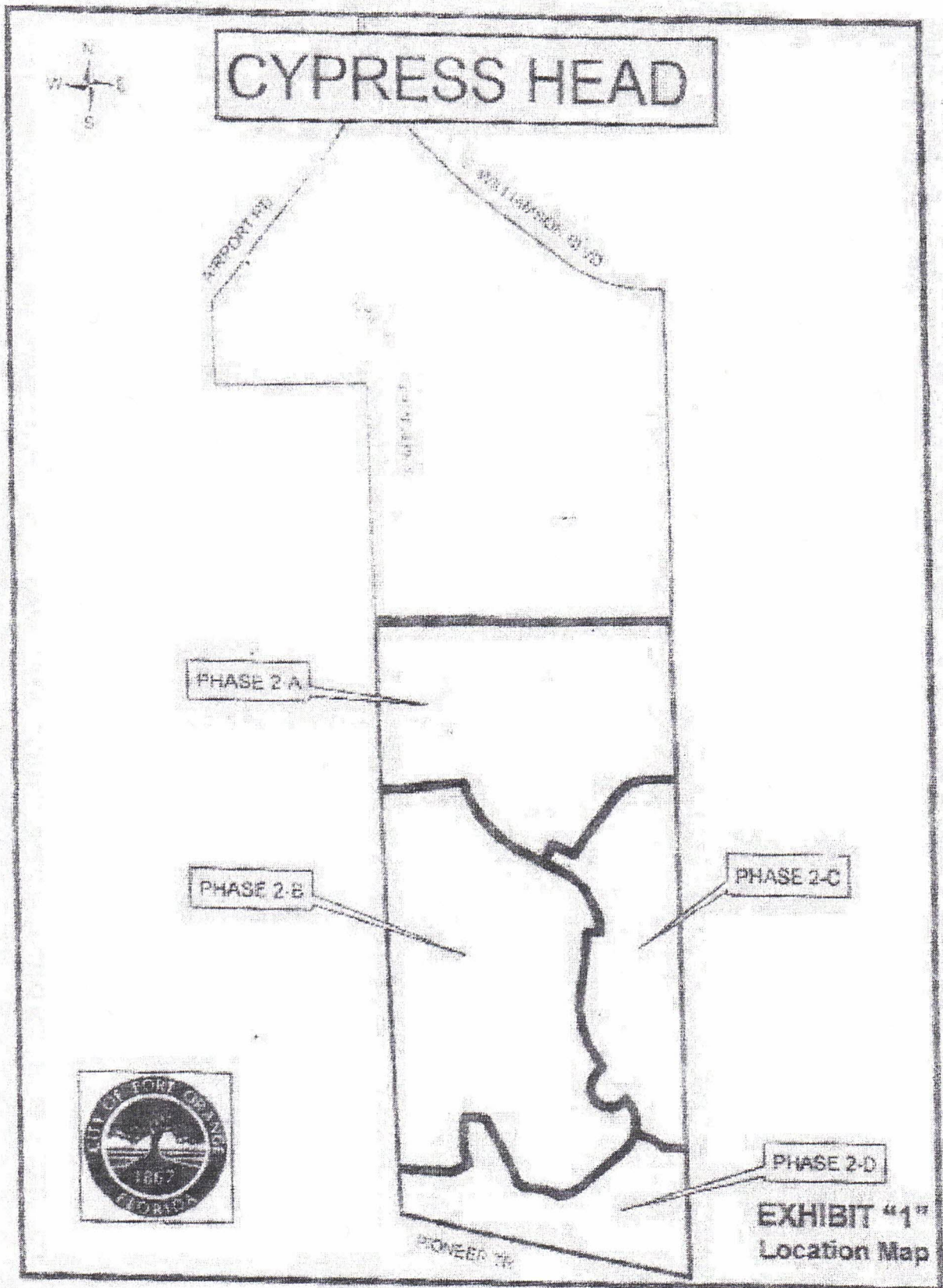


EXHIBIT "B"

Inventory of Street Signs

Stop Sign Locations: (14-Total)

- Sable Key Circle (North)/Cypress Springs Parkway
- Sable Key Circle (South)/Cypress Springs Parkway
- Siesta Key Circle (North)/ Cypress Springs Parkway
- Siesta Key Circle (South)/Cypress Springs Parkway
- Fairway Cove Drive/ Cypress Springs Parkway
- Longlake Drive (Northeast)/ Cypress Springs Parkway
- Longlake Drive (Northwest)/Cypress Springs Parkway
- Longlake Drive (South)/ Cypress Springs Parkway
- Crystal Creek Drive (North)/ Cypress Springs Parkway
- Crystal Creek Drive (South)/ Cypress Springs Parkway
- Rivercrest Court/Cypress Springs Parkway
- Nature View Circle (North)/ Cypress Springs Parkway
- Nature View Circle (South)/ Cypress Springs Parkway
- Longlake Drive/Renaissance Drive

25-MPH Speed Limit Sign Locations: (2-Total)

- Cypress Springs Parkway-inside of North entrance gate
- Cypress Springs Parkway-inside of South entrance gate

Golf Cart Crossing Sign Location: (6-Total)

- Cypress Springs Parkway-between Fairway Cove Drive and Longlake Drive (South bound)
- Cypress Springs Parkway-between Fairway Cove and Longlake Drive (North bound)
- Cypress Springs Parkway-in front of 6423 Cypress Springs Parkway (South bound)
- Cypress Springs Parkway-in from of 6423 Cypress Springs Parkway (North bound)
- Longlake Drive-in front of 6435 Longlake Drive (South bound)
- Longlake Drive-in front of 6435 Longlake Drive (North bound)

Golf Carts Throughout Subdivision" Warning Sign Location: (1-Total)

- Cypress Springs Parkway-inside of South entrance gate

Street Sign Names and Locations:

- Cypress Springs Parkway/Sable Key Circle (North)
- Cypress Springs Parkway/Sable Key Circle (South)
- Cypress Springs Parkway/Siesta Key Circle (North)
- Cypress Springs Parkway/Siesta Key Circle (South)
- Cypress Springs Parkway/Fairway Cove Drive
- Cypress Springs Parkway/Longlake Drive (Northeast)
- Cypress Springs Parkway/Longlake Drive (Northwest)
- Cypress Springs Parkway/Longlake Drive (South)
- Cypress Springs Parkway/Crystal Creek Drive (North)
- Cypress Springs Parkway/Crystal Creek Drive (South)
- Cypress Springs Parkway/Rivercrest Court
- Cypress Springs Parkway/Nature View Circle (North)
- Cypress Springs Parkway/Nature View Circle (South)
- Longlake Drive/Renaissance Drive

Divided Roadway Sign Locations: (2-Total)

- Median island at the North entrance
- Median island at the North exit

Children at Play: (1-Total)

- Longlake Drive- across from 6474 Longlake Drive

No Outlet Sign: (1-Total)

- Cypress Springs Parkway North entrance

Additional Signs:

- Portable speed control sign and 25 mph sign-moved throughout the community



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 3/2/2021

Consent item: Yes

SUBJECT: (B10) Approval of an FPL Easement at Virginia/Monroe Stormwater Improvement Site

DEPARTMENT: Public Utilities

GOAL:

RECOMMENDED MOTION: Move to approve a utility easement to FPL for installing electric service to the Stormwater Pump Station 520 Monroe St.

SUMMARY: The Public Works & Utilities Department is requesting the City Council to grant a utility easement to FPL to provide power to the Stormwater Pump Station 520 Monroe St.

The Stormwater Pump Station at 520 Monroe St. is currently under construction as part of ITB 19-17 Virginia Monroe Stormwater System Improvements project. Electrical service for the project is being provided by FPL and FPL requires an easement to install the infrastructure to provide electrical service to the facility.

There is no financial obligation associated with this request.

Project No.: Funding Account No.:

Presenter: Lynn Stevens

ATTACHMENTS:

1.	FPL Easement Page - UG - 520 Monroe] (1)	FPL Easement Page - UG - 520 Monroe] (1).pdf
2.	Dept Justificatin Memo - Virginia Monroe SW Improvements - FPL Easement	Dept Justificatin Memo - Virginia Monroe SW Improvements - FPL Easement.docx

Julia Wiggins
Julia Wiggins
Junos Reed
Steve Parnell
Lynn Stevens
Matthew Jones
Jamie Miller

Created/Initiated - 1/26/2021
Approved - 1/26/2021
Approved - 1/26/2021
Approved - 1/26/2021
Approved - 1/26/2021
Approved - 2/19/2021
Approved - 2/19/2021

Work Request No. 9951844

Sec. 60, Twp 16 S, Rge 33 E

Parcel I.D. 6341-03-00-0060
(Maintained by County Appraiser)

UNDERGROUND EASEMENT (INDIVIDUAL)

This Instrument Prepared By

Name: Courtney Thomas
Co. Name: Florida Power & Light
Address: 3000 Spruce Creek Rd
Port Orange, FL 32129

The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its affiliates, licensees, agents, successors, and assigns ("FPL"), a non-exclusive easement forever for the construction, operation and maintenance of underground electric utility facilities (including cables, conduits, appurtenant equipment, and appurtenant above ground equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage as well as the size of, and remove such facilities or any of them within an easement described as follows:

Reserved for Circuit Court

See Exhibit "A" ("Easement Area")

Together with the right to permit any other person, firm, or corporation to attach or place wires to or within any facilities hereunder and lay cable and conduit within the Easement Area and to operate the same for communications purposes; the right of ingress and egress to the Easement Area at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Area, which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the Easement Area, over, along, under and across the roads, streets or highways adjoining or through said Easement Area.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on _____, 20__.

Signed, sealed and delivered in the presence of:

CITY OF PORT ORANGE

By: _____

Print Name: DONALD O. BURNETTE, MAYOR

Print Address: 1000 CITY CENTER CIRCLE

PORT ORANGE, FL 32129

ATTEST: _____

Print Name: ROBIN L. FENWICK, MMC, CITY CLERK

Print Address: 1000 CITY CENTER CIRCLE

PORT ORANGE, FL 32129

(Witness' Signature)

Print Name: _____
(Witness)

(Witness' Signature)

Print Name: _____
(Witness)

STATE OF FLORIDA AND COUNTY OF VOLUSIA. The foregoing instrument was acknowledged before me by means of [XX] physical presence or [] online notarization on this ____ day of _____, 2021 by Donald O. Burnette, Mayor of the City of Port Orange and Robin L. Fenwick, City Clerk for the City of Port Orange, who are authorized to bind the above-referenced entity and who are personally known to me.

My Commission Expires:

Notary Public, Signature

Print Name _____

LEGAL DESCRIPTION
PROPOSED UTILITY EASEMENT

EXHIBIT "A"

LEGAL DESCRIPTION:

A PORTION OF SECTION 41, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA

DESCRIPTION: (FPL EASEMENT)

A PORTION OF LOT 6, MARSHALL ADDITION PORT ORANGE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN MAP BOOK 5, PAGE 77, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF TRACT A, MEEKER PLACE EXTENSION PLAT, ACCORDING TO THE PLAT THEREOF, RECORDED IN MAP BOOK 48, PAGE 147, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. SAID POINT ALSO BEING THE SOUTHWESTERLY CORNER OF SAID LOT 6, MARSHALL ADDITION PORT ORANGE; THENCE NORTH 23° 23' 12" WEST, A DISTANCE OF 40.02 FEET, ALONG THE EASTERLY RIGHT OF WAY LINE OF MONROE STREET PER SAID MEEKER PLACE EXTENSION PLAT; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, NORTH 64° 37' 29" EAST, A DISTANCE OF 6.78 FEET TO THE POINT OF BEGINNING; THENCE NORTH 25° 58' 00" WEST, A DISTANCE OF 10.00 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT 6, SAID POINT ALSO BEING A POINT ON THE SOUTHERLY LINE OF LOT 5, OF SAID MARSHALL ADDITION PORT ORANGE; THENCE NORTH 64° 37' 29" EAST, ALONG SAID NORTHERLY LINE OF SAID LOT 6, A DISTANCE OF 294.76 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF RIDGEWOOD AVENUE, ALSO KNOWN AS U.S. HIGHWAY 1; THENCE DEPARTING SAID NORTHERLY LINE OF SAID LOT 6, SOUTH 24° 34' 32" EAST ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 10.00 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE, SOUTH 64° 37' 29" WEST, A DISTANCE OF 294.51 FEET TO THE POINT OF BEGINNING.

CONTAINING 2946.36 SQUARE FEET, MORE OR LESS

SURVEYOR'S NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. THE PURPOSE OF THIS SKETCH OF DESCRIPTION IS TO ESTABLISH AN EASEMENT FOR THE PURPOSES STATED.
3. NO CORNERS WERE SET AS PART OF THIS SKETCH OF DESCRIPTION.
4. THIS SKETCH OF DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
5. THE BEARINGS SHOWN HEREON ARE BASED ON THE ASSUMED NORTH LINE OF MEEKER PLACE EXTENSION PLAT, MAP BOOK 48, PAGE 147, BEING N 64° 37' 29" E.

SYMBOLS AND ABBREVIATION LEGEND:

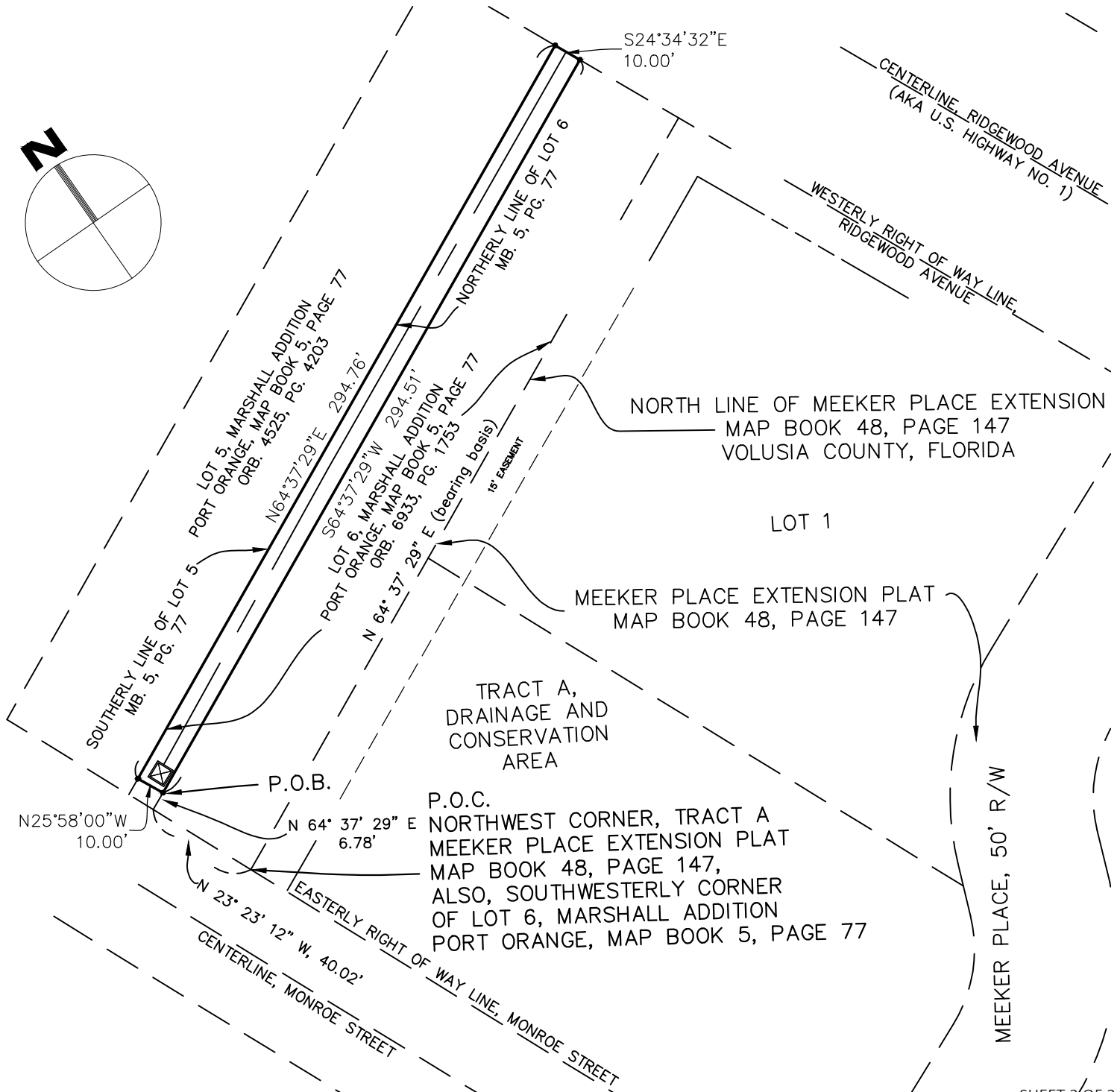
- = CHANGE IN DIRECTION
- N = NORTH
- E = EAST
- S = SOUTH
- W = WEST
- ☒ = TRANSFORMER

SHEET 1 OF 2
SEE SHEET 2 FOR SKETCH

CERTIFIED TO:		SURVEYOR'S CERTIFICATION		 L & S Diversified Professional Surveyors and Mappers 489 STATE ROAD 436 SUITE 117 CASSELBERRY, FL 32707 PHONE 407.681.3836 FAX 407.681.6541 WWW.LSSURVEYOR.COM INFO@LSSURVEYOR.COM PROFESSIONAL SURVEYOR & MAPPER BUSINESS LICENSE LB#7829	
1. FLORIDA POWER & LIGHT		I HEREBY CERTIFY THAT THIS SURVEY REPRESENTED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. IT HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS SET FORTH IN CHAPTER 51-17 OF THE FLORIDA ADMINISTRATIVE CODE PURSUANT TO TO CHAPTERS 177 AND 472 OF THE FLORIDA STATUTES.			
2. CITY OF PORT ORANGE					
3.					
4.		ADDRESS			
PROJECT No. 20035		DRAWN DATE 2020.11.10			
SURVEY BY N/A		REVIEWED BY SM			
SURVEY DATE N/A		APPROVED BY SM			
DRAWN BY RJT		CLIENT FILE No. N/A			
No.	DATE	BY	DESCRIPTION		
1	2-5-2021	R.TRAVIS	REVISE EASE. BOUNDARY		
BRADLEY ALEXANDER, PSM - LS# 6885					
THIS SURVEY MAP AND/OR REPORT IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE ABOVE.					

SKETCH OF DESCRIPTION

PROPOSED UTILITY EASEMENT



SHEET 2 OF 2
SEE SHEET 1 FOR
DESCRIPTION

CERTIFIED TO:

1. FLORIDA POWER & LIGHT
2. CITY OF PORT ORANGE
- 3.
- 4.

ADDRESS

PROJECT No. 200035 | DRAWN DATE 2020.11.10
SURVEY BY N/A | REVIEWED BY SM
SURVEY DATE N/A | APPROVED BY SM
DRAWN BY RJT | CLIENT FILE No. N/A

No.	DATE	BY	DESCRIPTION
1	2-5-2021	R. TRAVIS	REVISE EASE. BOUNDARY

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEY REPRESENTED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. IT HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS SET FORTH IN CHAPTER 51-17 OF THE FLORIDA ADMINISTRATIVE CODE PURSUANT TO TO CHAPTERS 177 AND 472 OF THE FLORIDA STATUTES.

BRADLEY ALEXANDER, PSM - LS# 6885

THIS SURVEY MAP AND/OR REPORT IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE ABOVE.

0 50 100
Feet



L & S
Diversified

Professional Surveyors and Mappers

489 STATE ROAD 436 | SUITE 117 | CASSELBERRY, FL | 32707
PHONE 407.681.3836 | FAX 407.681.6541
WWW.LSSURVEYOR.COM | INFO@LSSURVEYOR.COM

PROFESSIONAL SURVEYOR & MAPPER BUSINESS LICENSE | LB#7829



City of Port Orange Public Utilities and Works Department

TO: Jamie Miller, Interim City Manager

THRU: Lynn Stevens, Public Utilities and Works Director
Julia Wiggins, Public Utilities and Works Budget Analyst

FROM: Junos Reed, P.E., Public Utilities and Works Engineering and
Construction Manager

DATE: January 25, 2021

SUBJECT: Virginia Monroe Stormwater Improvements Project - Florida Power & Light
Company (FPL) Easements and Agreements

REQUEST:

The Public Works & Utilities Department request City Council grant the an easement to FPL in order to provide power to the Stormwater Pump Station 520 Monroe St.

PURPOSE:

The storm water system improvement project involves the construction of a stormwater pump station to help alleviate flooding and increase water quality treatment.

CONSIDERATION:

A stormwater pump station is currently under construction at 520 Monroe St. as part of ITB 19-17 Virginia Monroe Stormwater System Improvements project. Electrical service for the project is being provided by FPL from an existing power pole located on Ridgewood Ave. An electrical transformer is being installed to power the pump station. The requested easement is required by FPL in order for electrical service to be connected to the station.

FUNDING:

No cost associated with the easements

RECOMMENDATION:

The Public Works & Utilities and Works Department recommends the City Council grant the Requested Easements from FPL to provide power to the Stormwater Pump Station 520 Monroe St.

ANTICIPATED SCHEDULE:

- a) February 16, 2021 Council Approval
- b) FPL will complete work and energize the transformer once easements are Executed, Recorded, and returned to them.

ATTACHMENTS:

- a) FPL Underground Easement Form
- b) Sketch and Legal Description of proposed easement



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 3/2/2021

Consent item: No

SUBJECT: (B11) Approval of Major Special Event Request – First Turn Bike Week Event at 5164, 5204, and 5236 South Ridgewood Avenue

DEPARTMENT: Community Development

GOAL:

RECOMMENDED MOTION: Move to approve the ten (10) day Annual Bike Week Major Special Event request for First Turn located at 5164, 5204, and 5236 South Ridgewood Avenue, subject to attached conditions.

SUMMARY: Rick Hilliard, owner of First Turn and event coordinator, requests approval for a Major Special Event to be held during Bike Week 2021 at 5164, 5204, and 5236 South Ridgewood Avenue. The proposed event is ten (10) days, from Friday, March 5, 2021 to Sunday, March 14, 2021. The proposed hours for the event are 11 a.m. to 2 a.m. daily, with outside music playing until 10pm. This will be the first Special Event for The First Turn Steakhouse & Lounge in 2021. The Daytona Regional Chamber of Commerce recognizes the Bike Week regional event dates as March 5, 2021 to March 14, 2021, the same as the proposed special event dates.

Normal operations for First Turn Steakhouse will continue for the duration of the event. Twelve (12) vendors have been requested and will be located throughout the event location. Vendors are required to obtain a temporary merchant license for \$250 to participate in this event. Activities associated with the event are intended to attract those visiting the area for Bike Week 2021, including the sale of food, alcohol, clothing, and bike accessories. The event will provide five port-o-let facilities, including one accessible port-o-let.

The proposed event has been reviewed by the Police, Fire, Public Works, Parks and Recreation, Code Enforcement, and Community Development departments. According to Code Enforcement, there are no current code violations existing on the proposed site. According to the Police Special Detail contract, the Police Department anticipates providing a single officer for traffic control within the Ridgewood Avenue median and at the intersection of Ridgewood Avenue and Commonwealth Boulevard. The officer detail has been requested for the following dates:

- March 5th to March 6th, 2021 6:30 p.m. to 9:30 p.m.
- March 11th to March 13th, 6:30 p.m. to 9:30 p.m.

The event coordinator has received cost estimates from city staff for staff overtime and materials to assist the event with traffic control, barriers, and safety issues. It is the responsibility of the event coordinator to have the required FDOT-compliant safety equipment. Rick Hilliard has the option to rent safety equipment from an independent

business if he chooses, but the equipment must be in place for a roadway closure and the Police Department detail.

Chapter 42, Article IV. Noise Regulations, Section 42-80. General Restrictions of the City of Port Orange Code of Ordinances describe the acceptable sound level limit dBA. It shall be the responsibility of the permit holder to monitor for noise violations. The First Turn Steakhouse & Lounge shall take care of the placement of speakers for amplified music by adjusting them away from residential areas. A warning may be issued and if not corrected or the violation recurs, the Special Event may be terminated. All previous noise violations will be taken into account before permitting future events. Based on the City Council's previous approvals for Bike Week, it is staff's understanding that all outdoor music shall cease by 10:00 p.m. According to the application submitted, outdoor live music will only occur between 6 p.m. and 10 p.m. for the duration of the event.

All special event applications are required to submit a social distancing and sanitization protocol that are in accordance with Center of Disease Control (CDC) and Florida Department of Health (FLDOH) guidelines. The applicant has submitted a social distancing and sanitization plan that provides the event will take the following precautions, per CDC and FLDOH guidelines:

- Stand-up washing stations will be provided at both accessible ramp entrances. Hand towels and sanitizer will be located throughout the property.
- Staff shall wear masks.
- Event space is outside with outside seating only.
- Tables are located 6-feet apart.

These measures are consistent with current CDC guidelines for an outdoor event. Abiding by the sanitization and social distancing protocols is included as a condition of approval for the Major Special Event. Any indication that the sanitization and social distancing protocols are not being followed will be reported to Code Enforcement.

The First Turn has requested the surety bond be waived due to past good performance in clean-up after previous events. City Council has not waived the surety bond for these events in past years. The cost of the surety bond is determined by City Council as outlined in Chapter 58, Article III of the City of Port Orange Code of Ordinances and has historically been set at \$250 when required for past events. City Council has required staff to secure payment of the surety bond in past years and staff conditions require it.

Project No.: Funding Account No.:

Presenter: Tim Burman

ATTACHMENTS:

1.	Special Event Conditions_First_Turn_Bike Week 2021	Special Event Conditions_First_Turn_Bike Week 2021.docx
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Penelope Cruz	Created/Initiated - 2/15/2021
Tim Burman	Approved - 2/15/2021
Thomas Grimaldi	Approved - 2/15/2021
Ronny Buttrum	Approved - 2/18/2021
Jamie Miller	Approved - 2/18/2021
Robin Fenwick	Final Approval - 2/18/2021

RECOMENDATION:

Staff recommends approval of The First Turn Steakhouse & Lounge Bike week 2021 Special Event request, subject to the following conditions:

1. **Applicant shall be responsible for any charges for City of Port Orange Police services related to this event and coordinate with the Police Department for all vehicular traffic patterns and pedestrian concerns, which includes coordination with Florida Department of Transportation.**
2. **Applicant shall be responsible for coordination with the City of Port Orange Public Works Department for Public Works services and all charges for equipment (barricades, lights, etc.) used for this event for traffic control.**
3. **Rates for this event for staff time and equipment are per Resolution 19-2.**
4. **Event shall abide by current Center for Disease Control and Florida Department of Health guidelines for COVID-19. The social distancing and sanitization plan provided by the applicant shall be upheld for the duration of the outdoor event.**
 - a. **The permit holder shall be responsible for providing event participants with stand-up washing stations, with clean towels and hand sanitizer for the duration of the event.**
 - b. **Event staff shall wear masks that effectively protect the nose and mouth for the duration of the event.**
 - c. **Tables shall be located 6-feet apart.**
5. Hours for the event shall be from 11:00 a.m. to 2:00 a.m. with outside music ending at 10:00 pm. The permit holder also shall not serve alcohol indoors or outdoors past 2:00 a.m., as required by *Port Orange Code of Ordinances*.
6. 5204 and 5164 Ridgewood Avenue are not incorporated in the alcoholic beverages license for the permit holder. These properties are only used for additional parking. Signs stating, "No Alcoholic Beverages Beyond This Point" shall be placed at the northern property line of 5236 Ridgewood Avenue.
7. All outdoor music shall cease by 10:00 p.m. The permit holder shall take care in the placement of speakers for amplified music by adjusting them away from residential areas.
8. Where fences are required to delineate outdoor alcohol serving areas, as well as parking areas for automobiles, motorcycles, and the handicapped-accessible spaces, a four (4)-foot high orange construction fence shall be erected to enclose the event area. All temporary fencing must be in place prior to the site inspection for the event.
9. All outdoor cooking equipment involving liquefied petroleum gas and/or storage cylinders shall comply with *NFPA #58 Liquefied Petroleum Gas Code* and be approved by the Fire Marshal.
10. A copy of the permit holder's liquor license for outdoor sales of alcohol during this event shall be obtained from the Department of Business and Professional Regulation, Division of Alcoholic Beverages and Tobacco, prior to the event.

11. The permit holder shall be responsible for all participating vendors with respect to any permit conditions or compliance with applicable state, county and city laws, rules, regulations, codes and ordinances. Therefore, the permit holder must screen all participating vendors to ensure compliance with but not limited to the following:
 - a. *Article VI, Chapter 18, Port Orange Code of Ordinances*, relating to peddlers and transient merchants.
 - b. Temporary event permits issued by the Department of Business and Professional Regulation, Division of Hotels and Restaurants for all food vendors.
 - c. Required liquor license for a temporary event shall be obtained from the Department of Business and Professional Regulation, Division of Alcoholic Beverages and Tobacco.
 - d. Provisions and Standards of the City's *Body Art Ordinance*.
 - e. Provisions and Standards of the City's *Sexually Oriented Businesses Code*.
 - f. *Special Event Fee Resolution* establishing Temporary Merchant Fee.
12. Tents or canopies being used in association with this event shall comply with the requirements set forth in *NFPA 101 Chapter 11.11 (Tents) Standards for Tents and Membrane Structures*. Tents or canopies cannot be erected more than forty-eight (48) hours prior to the event, and must be removed within twenty-four (24) hours after the duration of the event. All tents/canopies must maintain at least two (2) exit ways in an unobstructed fashion to allow for a continuous path of travel.
13. If any outdoor lighting or other structural features are to be installed in association with this event, the permit holder shall obtain the proper Building Permits from the Community Development Department. Such lighting must be a minimum of twenty (20) foot candles to provide a safe environment at night and directed inwards, away from surrounding properties.
14. Temporary electrical wiring shall be installed by a certified electrician and shall comply with Article 590 of the current adopted *NFPA #70 National Electrical Code*. This includes (F) Lamp protection. Any temporary lamps shall be protected from accidental contact or breakage by a suitable fixture or lamp holder with a guard.
15. Fire extinguishers shall be provided as outlined in accordance with the *NFPA #10, Standard for Portable Fire Extinguishers*.
16. All exits and means of egress shall remain accessible and unobstructed and it shall be the responsibility of the permit holder to maintain access for emergency vehicles.
17. The permit holder shall provide at least two (2) port-o-let facilities, with one (1) for females and one (1) for males during the event. According to the event application, there shall be a total of five. *A minimum of five percent (5%) of the portable toilets, but no less than one (1) for each sex, shall comply with Section 603 of FBCA as required per Section 213.2 FBCA for handicapped-accessible facilities.*

18. All areas being used for this special event shall be handicapped-accessible. Handicapped-accessible parking is to remain open and accessible for this event.
19. Tripping hazards shall be removed or isolated from pedestrian traffic. Vehicle areas, including parking, shall be physically separated from pedestrian areas.
20. If there are calls for police service, or if security threats develop, the Police Department shall require additional officers to provide security for this event. The additional officers will be hired at the expense of the permit holder at the rate of \$40.00 per hour with a minimum of three hours.
21. The permit holder shall hire a police officer to cross pedestrians and monitor congestion during periods of heavy traffic flow, if an event traffic plan is in operation. The anticipated dates, times, and charges for such detail and traffic control devices will be agreed upon by the permit holder and the Police Department and paid to the City prior to issuance of the permit.
22. The City's *Code of Ordinances* prohibits the exposure of any sexual organs at commercial establishments that serve alcoholic beverages. Furthermore, *Florida Statutes* prohibit any type of public nudity at such an event.
23. A temporary sign permit shall be required for any temporary banner/signage for this event. According to the permit application there are no proposed signs.
24. No trees shall be removed, and care shall be taken to protect landscaped areas.
25. Repair of any disturbance of public right-of-way shall be the sole responsibility of the permit holder.
26. It is the permit holders' responsibility to contact Code Enforcement for an inspection of debris removal within 48 hours after the event.
27. No more than the requested twelve (12) vendors shall be on this site.
28. The permit holder shall comply with the approved maximum capacity occupancy requirements within the confines of the facility.
29. Camping on premises prohibited by code; includes, but not limited to, tents, motor homes, travel trailers, or other vehicles.
30. The \$250.00 surety bond must be paid in full before issuance of permit.
31. If a Building Permit is required (e.g. fence, tents, lighting, signage, etc.), the permit holder shall contact the Community Development Department Building Division, (386) 506-5602, to schedule an inspection of the property prior to the start of the event to ensure that temporary construction fences or any canopies or tents are well secured, and that all other safety measures are in place.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 3/2/2021

Consent item: No

SUBJECT: (E13) YMCA Report

DEPARTMENT: City Manager

GOAL:

RECOMMENDED MOTION:

SUMMARY: Chris Seilkop President and CEO for the the Volusia Flagler Family YMCA will provide an update as to the state of the YMCA as requested by Council.

Project No.: Funding Account No.:

Presenter: Chris Seilkop

ATTACHMENTS:

Susan Lovallo
Jamie Miller
Robin Fenwick

Created/Initiated - 1/26/2021
Approved - 1/26/2021
Final Approval - 1/27/2021



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 3/2/2021

Consent item: No

SUBJECT: (F14) Second Reading - Ordinance No. 2021-1 - Small-Scale Comprehensive Plan Future Land Use Map Amendment/5100, 5120, and 5128 Riverside Drive (Case No. 20-20000004)

DEPARTMENT: Community Development

GOAL: 4 - Economic Development

RECOMMENDED MOTION: Move to approve Ordinance No. 2021-1, to change the Future land Use designation for ±3.4 acres from Urban Medium Residential (4-8 units/acre) to Commercial, and authorization for staff to send the amendment to the required review agencies.

SUMMARY: Planning Commission Action (12/17/20): Recommended Approval

The applicant, Joey Posey of Storch Law Firm, on behalf of the property owners, is requesting to change the Future Land Use (FLU) map designation for ±3.4-acres from *Urban Medium Residential* (4-8 units/acre) to Commercial. The subject property includes three parcels of land located at 5100, 5120, and 5128 Riverside Drive. A rezoning application and amendment to the Clark Professional Center and Wedding Chapel Planned Commercial Development (PCD) is also being processed concurrently for the subject property (Case No. 20-65000001). If the FLU and PCD amendments are approved, the three parcels would be incorporated into the existing PCD to allow for the expansion of The Estate on the Halifax event complex.

The proposed FLU amendment is generally consistent with the pertinent Goals, Objectives, and Policies of the City's Comprehensive Plan, particularly those regarding infill redevelopment and reinvestment in the River District. The proposed FLU designation is compatible with adjacent parcels. Adequate capacity exists for potable water, sewer, schools, recreation, and stormwater, and solid waste. As with all development, the specific site development proposals for the subject property will be subject to concurrency regulations requiring adequate public facilities to be provided to mitigate the impacts.

The proposed FLU amendment is compatible with the adjacent properties. The subject property is surrounded by the existing Clark Professional Center and Wedding Chapel PCD and the amendment area is intended to expand the venues and amenity opportunities for hosting weddings and other events, and to provide the ability to convert the existing single-family homes on these parcels into businesses to support the complex (bed and breakfast, meeting rooms, and event planning office space). Any future development will be required to comply with the proposed Master Development Agreement and LDC requirements.

The proposed FLU amendment would support infill redevelopment of parcels within an existing built commercial area that is already served by public infrastructure (water, sewer, roads, and schools) and expand the existing The Estate on the Halifax event complex and create a link from Ridgewood to the Halifax River in one unified development. This is consistent with a long-term Ridgewood Corridor Plan Strategy to create waterfront linkage zone along the corridor to capitalize on the proximity to the Halifax River and expand local businesses along the corridor.

The staff report is attached for your review.

Project No.: Funding Account No.:

Presenter: Penelope Cruz

ATTACHMENTS:

1.	Ordinance No. 2021-1 with exhibit	Ord 2021-1 Riverside.pdf
2.	CC_FLUA Staff Report_Clark professional Center Expansion	CC_FLUA Staff Report_Clark professional Center Expansion.pdf

Robin Fenwick

Created/Initiated - 1/20/2021

ORDINANCE NO. 2021-1

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, RELATING TO
COMPREHENSIVE PLANNING; AMENDING THE FUTURE
LAND USE MAP OF THE COMPREHENSIVE PLAN;
AMENDING THE FUTURE LAND USE DESIGNATION FOR
±3.4 ACRES FROM URBAN MEDIUM RESIDENTIAL (4-8
UNITS/ACRE) TO COMMERCIAL FOR PROPERTY
GENERALLY LOCATED AT 5100, 5120, and 5128
RIVERSIDE DRIVE ; PROVIDING FOR CONFLICTING
ORDINANCES, SEVERABILITY AND AN EFFECTIVE
DATE.

WHEREAS, after careful review and a public hearing, the Planning Commission, sitting as the Local Planning Agency, has forwarded a recommendation to the City Council regarding this proposed amendment to the Comprehensive Plan for the City of Port Orange; and

WHEREAS, the proposed amendment to the Comprehensive Plan directly relates to small scale development activities as provided in Section 163.3187(1)(c), Florida Statutes; and

WHEREAS, the City Council of the City of Port Orange has received comments and proposals from the general public and held at least one public hearing with regard to the proposed amendment to the Comprehensive Plan; and

WHEREAS, the amendment to the Comprehensive Plan shall be submitted to the Volusia Growth Management Commission for a determination of consistency in accordance with Section 202.3 of the Charter of Volusia County, Florida; and

WHEREAS, the City Council hereby declares that the purpose and intent of the proposed amendment to the Comprehensive Plan is to guide future growth and development; encourage the most appropriate use of land, water, and other resources,

consistent with the public interest; promote and protect the public health, safety, comfort, good order, appearance, convenience, aesthetics, and general welfare; prevent the overcrowding of land and avoid undue concentration of population; provide adequate and efficient transportation, water, sewage, drainage, fire protection, parks, recreational facilities, housing, and other services, facilities and resources; and conserve and protect natural resources within the City, while protecting private property rights; and

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

Section 1. For purposes herein, the term “Comprehensive Plan”, shall mean the Comprehensive Plan for the City of Port Orange, consisting of the two (2) volumes entitled “Comprehensive Plan City of Port Orange 2010-2025”, including Binder No. 1, consisting of ten (10) elements, including Future Land Use and Future Land Use Map; Transportation; Housing; Public Facilities; Public Schools Facilities; Coastal Zone Management; Conservation; Recreation and Open Space; Intergovernmental Coordination; and Capital Improvements, all as adopted by Ordinance No. 1999-43, as subsequently amended by Ordinances No. 1999-46, 1999-56, 1999-57, 2000-1, 2000-8, 2000-13, 2000-25, 2000-29, 2000-41, 2001-2, 2001-21, 2001-26, 2001-28, 2001-75, 2001-76, 2001-89, 2002-7, 2002-20, 2003-3, 2003-1, 2003-22, 2003-39, 2004-34, 2004-39, 2005-1, 2005-3, 2005-13, 2005-15, 2005-25, 2005-27, 2005-30, 2005-31, 2005-49, 2006-9, 2006-16, 2006-24, 2006-41, 2006-51, 2006-53, 2007-4, 2007-14, 2007-30, 2007-48, 2007-55, 2007-57, 2007-60, 2007-61, 2008-2, 2008-8, 2008-9, 2008-12, 2008-16, 2008-19, 2008-36, 2009-3, 2009-19, 2009-20, 2010-14, 2010-20, 2010-30, 2011-24, 2011-34, 2012-8, 2012-24, 2012-30, 2013-20, 2013-25, 2014-31, 2014-32,

2015-42, 2015-44, 2016-6, 2016-20, 2016-24, 2016-26, 2017-4, 2017-33, 2018-10, 2018-15, 2018-18, 2018-20, 2018-29, 2018-30, 2019-11, 2019-21, 2019-23, 2019-33, 2019-41, 2020-2, 2020-5, 2020-11, 2020-14, 2020-22, 2020-34, and this ordinance.

Section 2. The Future Land Use Map of the Comprehensive Plan is hereby amended from Urban Medium Residential (4-8 units/acre) to Commercial as shown on the Map depicted in **Exhibit “A”**, attached hereto and by reference made a part hereof.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 4. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

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

MAYOR DONALD O. BURNETTE

ATTEST:

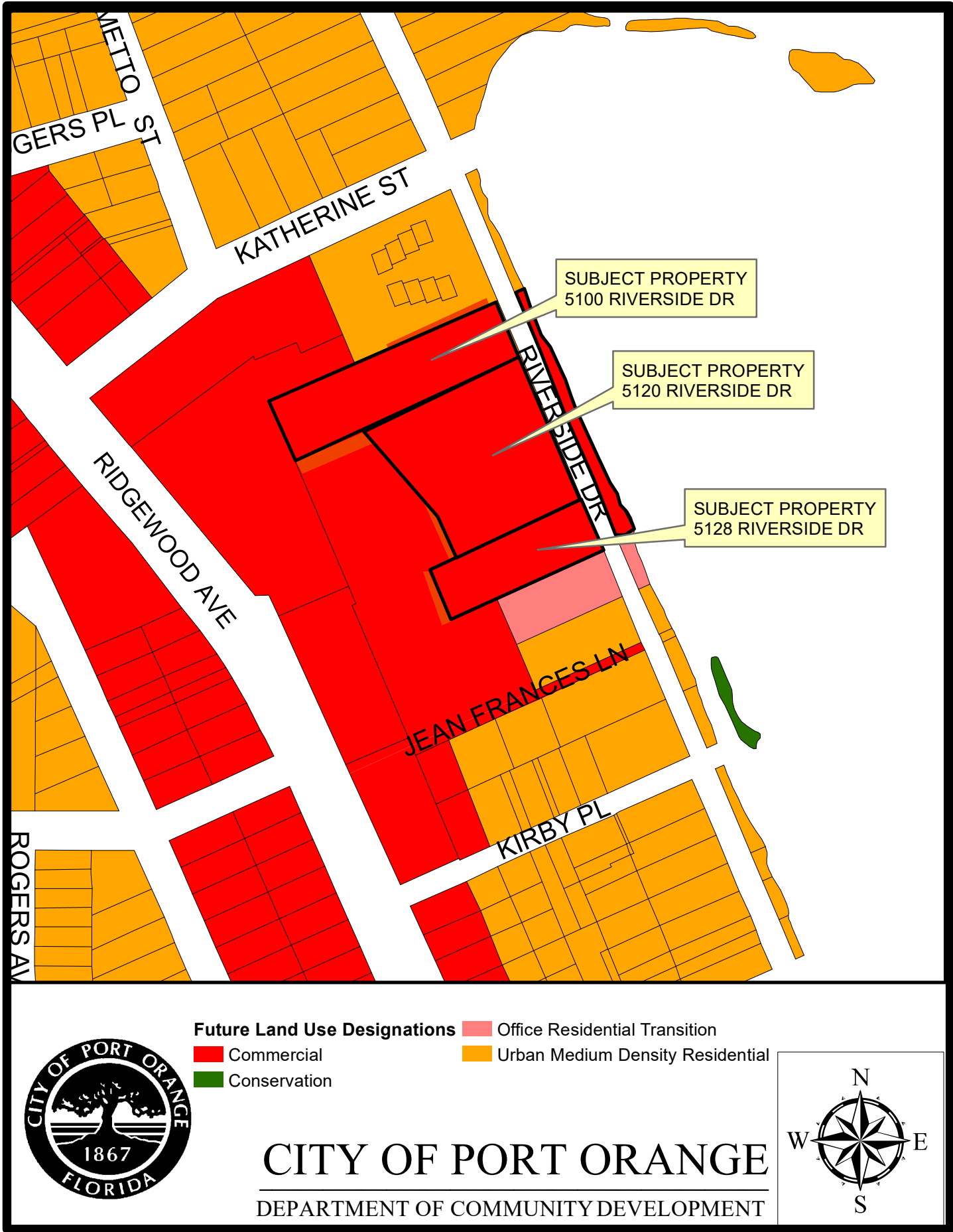
Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the day of

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

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

EXHIBIT "A"





STAFF REPORT

Small-Scale Comprehensive Plan Future Land Use Map
Amendment/5100, 5120, and 5128 Riverside Drive
Case No. 20-20000004

REQUEST:	Change the Future Land Use (FLU) designation for ± 3.4 acres from <i>Urban Medium Residential (4-8 units/acre)</i> to <i>Commercial</i> .
LOCATION:	5100, 5120, and 5128 Riverside Drive
OWNERS:	All Aboard Holdings, LLC; Allanwood Management, LLC; Lois Clark Loesch Revocable Trust; D. Andrew Clark
APPLICANT:	A. Joseph Posey Jr., Storch Law Firm
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

The applicant, on behalf of the property owners, is requesting to change the Future Land Use (FLU) map designation for ± 3.4 -acres from *Urban Medium Residential (4-8 units/acre)* to *Commercial*. The subject property includes three parcels of land located at 5100, 5120, and 5128 Riverside Drive. A rezoning application and amendment to the Clark Professional Center and Wedding Chapel Planned Commercial Development (PCD) is also being processed concurrently for the subject property (Case No. 20-65000001). If the FLU and PCD amendments are approved, the three parcels would be incorporated into the existing PCD to allow for the expansion of The Estate on the Halifax event complex.

Figure 1. Location Map



PROPERTY OVERVIEW

The three parcels that make up the FLU amendment area are surrounded by the existing Clark Professional Center and Wedding Chapel PCD and are currently developed with single-family homes. The proposed development plan is to expand Estate on the Halifax event complex and allow the future redevelopment of existing structures and/or development of new structures on these parcels to expand the venues and amenity opportunities for hosting weddings, corporate events, reunions, anniversaries or retirement parties, and other special events. The Estate on the Halifax event complex has been at this location for over 20 years and specializes in weddings, as well as other corporate and family events.

All future development plans submitted will require detailed technical review by the Development Review Committee (SDRC) to determine all requirements in the Land Development Code (LDC) and the Clark Professional Center and Wedding Chapel MDA and associated amendments 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.

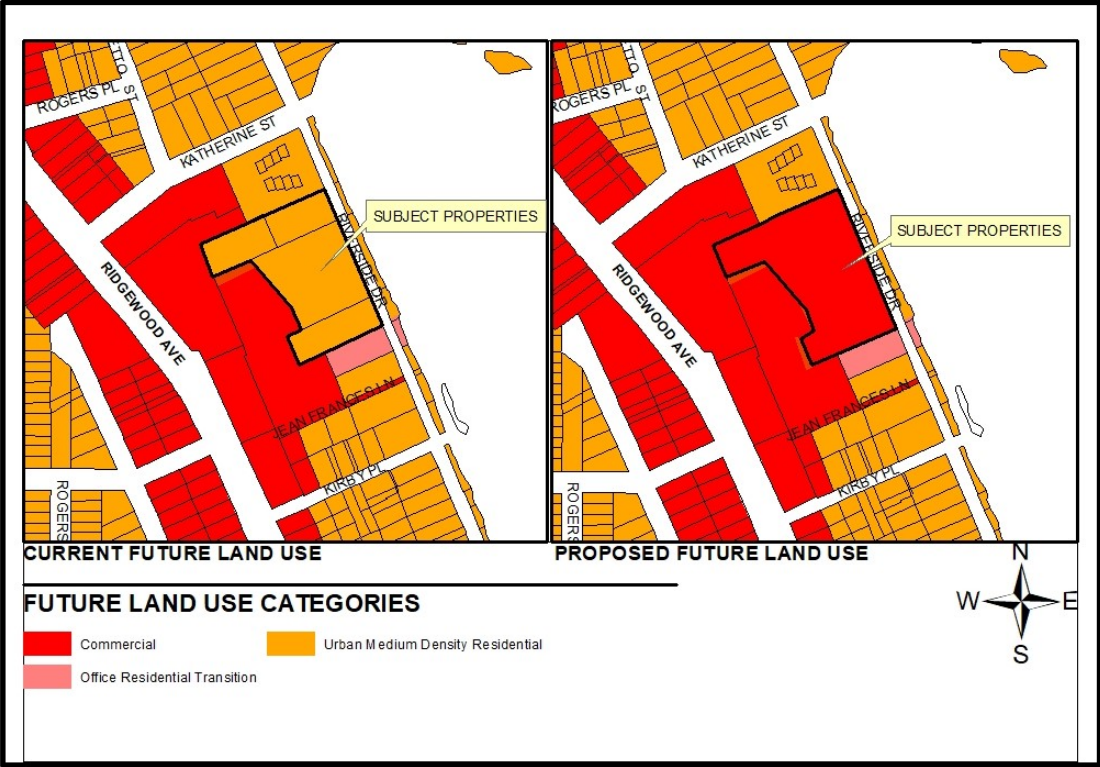
The surrounding existing land uses, Future Land Use designations, and Zoning classifications are identified in Table 1.

Table 1. Surrounding Land Uses and Zoning

Direction	Existing Land Use	FLU Designation	Zoning District
North	Townhomes	Urban Medium Density Residential (4-8 units/acre)	Clark Professional Center and Wedding Chapel PCD
South	Access drive, office complex and wedding chapel	Office/Residential Transition	Clark Professional Center and Wedding Chapel PCD
East	Halifax River	Halifax River	Halifax River
West	Office complex and wedding chapel	Commercial	Clark Professional Center and Wedding Chapel PCD

The current adopted FLU designation for the subject property and adjacent properties along with the proposed FLU designation for the subject property is identified in Figure 2.

Figure 2. Current and Proposed FLU Map



The current zoning classification of the subject property and adjacent properties along with the proposed zoning classification of the subject property are identified in Figure 3.

Figure 3. Current and Proposed Zoning Map



PROPOSED AMENDMENT

The following discussion will examine the impacts of the proposed amendment. The proposed amendment is to change the FLU designation for ±3.4-acres from *Urban Medium Residential* (4-8 units/acre) to *Commercial*. The following tables identify the current adopted and proposed FLU designations by acreage (Table 2) and maximum allowable density/intensity and net change in density/intensity (Table 3).

Table 2. Current & Proposed Future Land Uses – Acreage by Category

	Current FLU (acres)	Proposed FLU (acres)	Net Change in FLU (acres)
Urban Medium Density	3.4	0	-3.4
Commercial	0	3.4	+3.4
TOTAL ACREAGE	3.4	3.4	0

Table 3. Current & Proposed Future Land Uses – Maximum Density/Intensity by Category

	Current FLU	Proposed FLU	Net Change in FLU
	[Theoretical Maximum Density (units)/Intensity (sq.ft.)]		
Urban Medium Density (4-8 units/acre)	27 units	0	-27 units
Commercial (FAR 1.0)	0	148,104 sq.ft.	+148,104 sq.ft.
Total	27 units	148,104 sq.ft.	-27 units +148,104 sq.ft.

*The floor area ratio (FAR) is the total covered area on all floors of all buildings on a certain lot divided by the total area of the lot.

INFRASTRUCTURE IMPACT ASSESSMENT

In accordance with standard practice from the Florida Department of Economic Opportunity (DEO) and other review agencies, an impact comparison analysis of the proposed amendment has been completed based upon the theoretical maximum development potential under the currently adopted Future Land Use designation versus the proposed designation. The following seven public facilities and services were examined (Table 4).

- | | |
|-------------------|------------------------|
| 1. Transportation | 5. Stormwater Drainage |
| 2. Sanitary Sewer | 6. Recreation |
| 3. Potable Water | 7. Schools |
| 4. Solid Waste | |

Overall, the proposed amendment would result in a net increase in impacts to all public infrastructure and services other than recreation and school.

Table 4. Impact Analysis (Theoretical Max.)

DEVELOPMENT VARIABLE	CURRENT LAND USE	PROPOSED LAND USE	NET CHANGE
Residential Units	27	0	-27
Non-residential Buildable Sq. Ft.	0	148,104 sq.ft.	+148,104 sq.ft.
Population ¹	61	0	-61
PM Peak Hour Trips/Daily Trips ²	28/257	549/6,324	+521/+6,067
Sanitary Sewer (gallons/day) ³	4,320	14,810	+10,490
Potable Water (gallons/day) ⁴	4,860	14,810	+9,950
Solid Waste (lbs./person) ⁵	196	1,481	+1,285
Stormwater Drainage ⁶	n/a	n/a	n/a
Recreation/Open Space ⁷ (acres)	0.43	0	-0.43

Table 4 Notes:

1. Population: 2.25 persons per household (per 2010 Census)
2. Transportation: Single-family (210) 1.02 PM peak hour trips per unit and 9.52 daily trips per unit; Shopping Center (820) trips per 1000 sq.ft. - 3.71 PM Peak Hour; 42.70 Average Daily; ITE Trip Generation Manual, 10th Edition
3. Sanitary Sewer: 160 gallons per day per Equivalent Residential Unit; 1/10 gallon per square foot per day of non-residential development
4. Potable Water: 180 gallons per day per Equivalent Residential Unit; 1/10 gallon per square foot per day of non-residential development
5. Solid Waste: 3.21 pounds per person per day; 10 lbs. per 1,000 square feet of non- residential development per day
6. Stormwater Drainage: LOS standard = 25-year, 24-hour event; Drainage system will be designed to meet the requirements of the Land Development Code.
7. Rec. & Open Space: 7 acres/1,000 persons (0.007 acres/person)

TRANSPORTATION

The transportation analysis shows an increase in the number of daily trips and P.M. peak hour trips is expected to result from the proposed FLU amendment based on the theoretical maximum analysis. Based on the Institute of Transportation Engineers (ITE) Trip Generation Manual, 10th Edition, the proposed *Commercial* FLU designation could theoretically generate 521 more P.M. peak hour trips and 6,067 more daily trips, based on the theoretical maximum allowed development for the current (27 units) and proposed (148,104 sq.ft) FLU designations.

However, based on the actual proposed use of the subject property with another venue for weddings and other events/meetings and the future conversion of existing single-family homes into businesses that support the complex (bed and breakfast, meeting rooms, and event planning office space), the actual trip generation is anticipated to be significantly less than the theoretical maximum, since The Estate on the Halifax event complex only schedules one to two wedding/event per day and the proposed businesses are appointment based. The PCD Amendment (Case No. 20-65000001) that is being processed concurrently with this amendment further defines the limitations on the intensity of development allowed within the PCD.

Ridgewood Avenue, from Oak Street to Nova Road, has design capacity of 39,800 daily trips. Based on the most recent vehicular trip data available from Volusia County (2019), there are 15,900 daily trips on this segment of Ridgewood Avenue, which equates to a 0.40 volume/capacity ratio (i.e. 60% remaining capacity). Volume/Capacity (V/C) Ratio compares roadway demand (vehicle volumes) with roadway supply (carrying capacity). A V/C ratio of 1.00 indicates the roadway is operating at its capacity and anything under 1.00 indicate there is unutilized capacity remaining for the roadway.

As with all development, the specific site development proposals for the subject property will be subject to concurrency regulations at the time of development, requiring adequate transportation facilities to be provided or to mitigate their impacts.

According to the proposed PCD amendment (Case No. 20-65000001), the existing driveways that provide access for the three subject parcels along Riverside Drive would only be utilized for the existing residential uses and/or a future Bed and Breakfast Inn use on these parcels. Commercial uses on these parcels would need to be accessed from cross-access easements connecting these parcels to Katherine Street and/or Ridgewood Avenue and existing parking areas within the PCD.

SANITARY SEWER

The City has available capacity to accommodate the proposed amendment and future development of the subject property. The City's adopted LOS standard for sanitary sewer is 160 gallons per day per Equivalent Residential Unit (ERU), and 1/10 gallon per square foot per day of non-residential development. Using these standards, the proposed FLU designation would theoretically generate approximately 14,810 gallons per day (gpd) of wastewater. This is a net increase of approximately 10,490 gpd between the current and proposed FLU designations.

POTABLE WATER

The City has available well and Consumptive Use Permit (CUP) capacity to serve the proposed land use change. The City's adopted LOS standard for potable water is 180 gallons per day per Equivalent Residential Unit. Using this standard, the proposed FLU designation would demand approximately 14,810 gallons of potable water per day based on the theoretical maximum development analysis, which is a net increase of approximately 9,950 gallons per day.

SOLID WASTE COLLECTION

There is available capacity at the landfill to address the City's solid waste disposal needs. Solid waste generated within the City of Port Orange is delivered to the Volusia County landfill, a 3,000-acre Class I landfill with a projected life span to the year 2050. The City's adopted LOS standard for solid waste is 3.21 pounds per person per day and 10 lbs. per 1,000 square feet of non-residential development per day. Using this standard, the proposed FLU designation would generate approximately 1,481 pounds per day of solid waste based on the theoretical maximum development analysis, which is a net increase of approximately 1,285 pounds per day.

STORMWATER DRAINAGE

There is no anticipated impact to the City's drainage system from the proposed land use change. Stormwater management in the City of Port Orange deals with both quality and quantity. The City's adopted LOS standard for stormwater is the 25-year, 24-hour storm event. More specifically, the stormwater facilities must be capable of treating and conveying the runoff from such a storm without causing flooding of adjacent properties or polluting any receiving water bodies. In addition, the Comprehensive Plan and Land Development Code require that there be no net loss of stormwater retention function as a result of development. In other words, a given parcel must have the same ability to store and discharge water after development as it does before development occurs. Any future development of the property will be required to address stormwater retention on the property in accordance with these City standards.

RECREATION

The proposed FLU designation does not require additional parkland because the proposed FLU designation does not increase residential demand. According to the City's 2020 Concurrency Management Report, the City has an excess of 45 acres of parkland, so no additional parkland is needed.

SCHOOLS

Pursuant to the Volusia County School District criteria, the proposed FLU amendment and any future development of this property is exempt from School Concurrency review because the proposed FLU amendment is a decrease in allowable residential units and subject property is proposed for a non-residential use.

REVIEW CRITERIA AND STAFF FINDINGS

1. *Consistency with the City's Comprehensive Plan.*

Staff finding: The proposed FLU amendment is generally consistent with the pertinent Goals, Objectives, and Policies of the City's Comprehensive Plan, particularly those regarding infill redevelopment and reinvestment in the River District. The proposed FLU designation is compatible with adjacent parcels. Adequate capacity exists for potable water, sewer, schools, recreation, and stormwater, and solid waste. As with all development, the specific site development proposals for the subject property will be subject to concurrency regulations requiring adequate public facilities to be provided to mitigate the impacts.

2. *Compatibility with land use designations for adjacent parcels and neighborhoods.*

Staff finding: The proposed FLU amendment is compatible with the adjacent properties. Compatibility is defined in the Comprehensive Plan as a condition in which dissimilar land uses can co-exist in relative proximity to one another in a stable fashion over time, such that neither use is negatively impacted by the other. The subject property is surrounded by the existing Clark Professional Center and Wedding Chapel PCD and the amendment area is intended to expand the venues and amenity opportunities for hosting weddings and other events, and to provide the ability to convert the existing single-family homes on these parcels into businesses to support the complex (bed and breakfast, meeting rooms, and event

planning office space). Any future development will be required to comply with the proposed Master Development Agreement and LDC requirements.

3. *Impacts on public facilities/infrastructure/services.*

Staff finding: The proposed amendment would result in an overall increase in impacts to public facilities, infrastructure and services, except for recreation and schools; however, adequate capacity exists to accommodate the proposed amendment. The detailed use-specific concurrency analysis will be conducted as part of any future proposed development. As with all development, a specific site plan will be subject to concurrency regulations requiring adequate public facilities to be provided or to mitigate impacts.

4. *Whether the amendment increases the clearance time for evacuation of the population in the Hurricane Vulnerability Zone above twelve hours.*

Staff finding: The subject property is located within the Hurricane Vulnerability Zone but will not have any negative impact on the clearance time for evacuation of the population in the Hurricane Vulnerability Zone as it is not adding additional residential density.

5. *Whether the amendment discourages the proliferation of urban sprawl.*

Staff finding: The proposed amendment will not encourage sprawl. The amendment area is surrounded by existing development, with access to existing infrastructure.

SMART GROWTH SUMMARY

The proposed FLU Amendment would support infill redevelopment of parcels within an existing built commercial area that is already served by public infrastructure (water, sewer, roads, and schools). The proposed development would expand the existing The Estate on the Halifax event complex and create a link from Ridgewood to the Halifax River in one unified development. This is consistent with a long-term Ridgewood Corridor Plan Strategy to create waterfront linkage zone along the corridor to capitalize on the proximity to the Halifax River and expand local businesses along the corridor.

PUBLIC NOTICE

On August 14, 2020, staff posted the property notifying the public of the proposed amendment. As of the time this agenda item was prepared, staff has received thirteen (13) general inquiries regarding what the proposed amendment and corresponding rezoning included. The proposed amendment has also been advertised in the *News-Journal* pursuant to Florida Statutes.

A neighborhood meeting was held on September 14, 2020 at The Estate on the Halifax, Tavern Building. According to the applicant summary of the neighborhood meeting, the questions from the residents that attended were regarding clarifications about the proposal and overall the residents in attendance appeared to be positive about the proposed development.

STAFF RECOMMENDATION

Staff recommends approval of the request to change the FLU designation of ±3.4 acres from *Urban Medium Density* (4-8 units/acre) to *Commercial*, and authorization for staff to send the amendment to the required review agencies.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 3/2/2021

Consent item: No

SUBJECT: (F15) Second Reading – Ordinance No. 2021-2 – PCD Rezoning and 6th Amendment to the Clark Professional Center and Wedding Chapel Planned Commercial Development Master Development Agreement and Conceptual Development Plan/5100, 5120, and 5128 Riverside Dr. (Case No. 20-65000001)

DEPARTMENT: Community Development

GOAL:

RECOMMENDED MOTION: Move to approve Ordinance No. 2021-2, rezoning approximately ±3.4 acres from Single-Family Residential (R-7SF) to Planned Commercial Development (PCD) and approve the 6th Amendment to the Clark Professional Center and Wedding Chapel Planned Commercial Development Master Development Agreement and Conceptual Development Plan.

SUMMARY: Planning Commission Action (12/17/20): Recommended Approval

The applicant, Joey Posey of Storch Law Firm, on behalf of the property owners, is requesting a rezoning of three properties at 5100, 5120, and 5128 Riverside Drive from Single-Family Residential (R-7SF) to Planned Commercial Development (PCD) along with the approval of the Sixth Amendment to the Clark Professional Center and Wedding Chapel PCD Master Development Agreement (MDA) and Conceptual Development Plan (CDP). If approved, the three properties will be incorporated into the existing PCD and the Amendment will set up the framework for future redevelopment of the three properties.

The three properties proposed to be incorporated into the PCD area are currently zoned residential. Rezoning the properties to PCD and adopting the 6th Amendment to the MDA will provide the property owners the ability to construct a new event venue building to expand the existing Estate on the Halifax event business and convert the existing three residential homes into bed and breakfast, wedding and meeting venues, craft food and beverage facilities, and offices that support the Estate on the Halifax business.

According to the applicant, the Sixth Amendment to expand the Estate on the Halifax business is an indication of the property owners' commitment from them to continue to maintain and improve their property within the Ridgewood Corridor. The businesses and offices within the existing PCD have been able to provide continuous services and rental space that attracts customers and visitors to the east side of Port Orange. There are two policy considerations associated with the 6th Amendment to the PCD:

- 1.To allow a 5-foot side building setback for a portion of the proposed event venue

building. The reduced setback would not impact any existing or future adjacent structures within the PCD. The nearest adjacent structure to the proposed event venue building is a garage building for the adjacent townhome development which is located approximately 54 feet from the proposed event venue building.

2.To allow an off-site sign for the businesses within the 6th Amendment area. The off-site sign would be located at the corner of Ridgewood Avenue and Katherine Street and provide an opportunity for any future businesses developed on the subject properties in the 6th Amendment that are not visible from Ridgewood Avenue to be able to advertise on the sign. If the PCD Amendment is approved, all future development plans submitted will require detailed technical review by the Development Review Committee (SDRC) to determine all requirements in the Land Development Code (LDC) and the Clark Professional Center and Wedding Chapel MDA and associated Amendments 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.

A Future Land Use (FLU) Amendment application is being processed concurrently with the PCD rezoning request (Case No. 20-20000004). The rezoning of the property to PCD will be compatible with the proposed Commercial FLU is consistent with the general intent of the Comprehensive Plan. The proposed rezoning would support infill redevelopment of parcels within an existing built commercial area that is already served by public infrastructure (water, sewer, roads, and schools) and allow the expansion of the existing The Estate on the Halifax event complex and create a link from Ridgewood to the Halifax River in one unified development. The PCD request is also consistent with a long-term Ridgewood Corridor Plan Strategy to create waterfront linkage zone along the corridor to capitalize on the proximity to the Halifax River and expand local businesses along the corridor.

The staff report is attached for more information.

Project No.: Funding Account No.:

Presenter: Penelope Cruz

ATTACHMENTS:

1.	Ordinance No. 2021-2 with exhibits	Ordinance 2021-3.pdf
2.	Staff Report	Clark Rezoning and 6th Amendment Staff Report.pdf

Penelope Cruz
Robin Fenwick

Created/Initiated - 1/20/2021
Final Approval - 1/20/2021

ORDINANCE NO. 2021-2

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, REZONING OF ± 3.4
ACRES FROM SINGLE FAMILY RESIDENTIAL (R-7SF) TO
PLANNED COMMERCIAL DEVELOPMENT (PCD) AND TO
APPROVE THE SIXTH AMENDMENT TO THE CLARK
PROFESSIONAL CENTER AND WEDDING CHAPEL PCD
MASTER DEVELOPMENT AGREEMENT PLANNED
COMMERCIAL DEVELOPMENT (PCD) AND
CONCEPTUAL DEVELOPMENT PLAN; PROVIDING FOR
CONFLICTING ORDINANCES; PROVIDING FOR
SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the property owner has requested the rezoning of property consisting of approximately ± 3.4 acres from Single Family Residential to Planned Commercial Development (PCD) generally located at 5100, 5120, and 5128 Riverside Drive); and

WHEREAS, the city and Developer desire to enter into the Sixth Amendment to the Clark Professional Center and Wedding Chapel PCD Master Development Agreement ("MDA") and Conceptual Development Plan ("CDP");

WHEREAS, Developer submitted a request to the Planning Commission to approve the Sixth amendment to the MDA and CDP for Clark Professional Center and Wedding Chapel PCD; 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 Sixth Amendment to the Clark Professional Center and Wedding Chapel PCD Master Development Agreement ("MDA") and Conceptual Development Plan ("CDP"); and

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

Section 1. The City Council of the City of Port Orange does hereby rezone the property consisting of approximately ± 3.4 acres located at 5100, 5120, and 5128 Riverside Drive more particularly described in **Exhibit "1"**, attached hereto, from Single Family Residential (R-7SF) to Planned Commercial Development (PCD).

Section 2. The City Council of the City of Port Orange does hereby approve, authorize and direct the revision of the City's Official Zoning Atlas classification as shown on **Exhibit "2"** attached hereto.

Section 3. The City Council of the City of Port Orange does hereby approve the Sixth Amendment to the Clark Professional Center and Wedding Chapel PCD Master Development Agreement ("MDA"), attached hereto as **Exhibit "3"**.

Section 4. The Mayor and City Clerk are hereby authorized to execute said Sixth Amendment to the Clark Professional Center and Wedding Chapel PCD Master Development Agreement on behalf of the City of Port Orange.

Section 5. All ordinances or resolutions or parts of ordinances or resolutions in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 6. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

Section 7. This ordinance shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the ____ day of _____, 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"

SIXTH AMENDMENT PROJECT AREA

LEGAL DESCRIPTION:

THE SOUTHERLY ONE HUNDRED FIVE (105) FEET OF LOT THREE (3), BLOCK THREE (3), NORWOOD, ACCORDING TO MAP IN MAP BOOK 5, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, TOGETHER WITH ALL LAND LYING EAST THEREOF BETWEEN RIVERSIDE DRIVE AND THE HALIFAX RIVER, AND RIPARIAN RIGHTS THEREUNTO APPERTAINING; AND ALSO

THAT PART OF LOT THREE (3), ALLANWOOD, LYING EASTERLY OF A LINE RUNNING FROM THE POINT WHERE THE EAST LINE OF PALMETTO STREET INTERSECTS THE NORTH LINE OF LOT THREE (3), ALLANWOOD, SOUTHERLY TO THE POINT WHERE THE WEST LINE OF LOT ONE (1), ALLANWOOD, INTERSECTS THE SOUTH LINE OF LOT THREE (3), ALLANWOOD, ACCORDING TO MAP IN MAP BOOK 5, PAGE "A", OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LOT 16, EXCEPT THE WESTERLY 140 FEET THEREOF, ALLANDALE, AND THE FOLLOWING DESCRIBED LAND, TO-WIT: BEGINNING AT THE NORTHEAST CORNER OF LOT 16, ALLANDALE AND RUN SOUTHERLY ALONG THE EASTERLY LINE TO THE SOUTHEAST CORNER OF SAID LOT 16; THENCE RUN EASTERLY ALONG THE PROLONGATION OF THE SOUTHERLY LINE OF SAID LOT 16, WHERE THE SAME IS INTERSECTED BY THE LOW WATER MARK OF THE HALIFAX RIVER; THENCE RUN NORTHERLY ALONG THE LOW WATER MARK OF THE HALIFAX RIVER TO A POINT WHERE THE SAME IS INTERSECTED BY A PROLONGATION OF THE NORTHERLY LINE OF LOT 16, EXTENDED; THENCE RUN WESTERLY TO THE NORTHEAST CORNER OF LOT 16, AND THE POINT OF BEGINNING, AS PER MAP IN MAP BOOK 2, PAGE 65 OF THE PUBLIC RECORD OF VOLUSIA COUNTY, FLORIDA, AND THE EASTERLY 48.71 FEET OF THE WESTERLY 140.52 FEET OF LOT 16, AS PER MAP IN MAP BOOK 2, PAGE 65 PUBLIC RECORDS OF BOLUSIA COUTY, FLORIDA.

PART 1

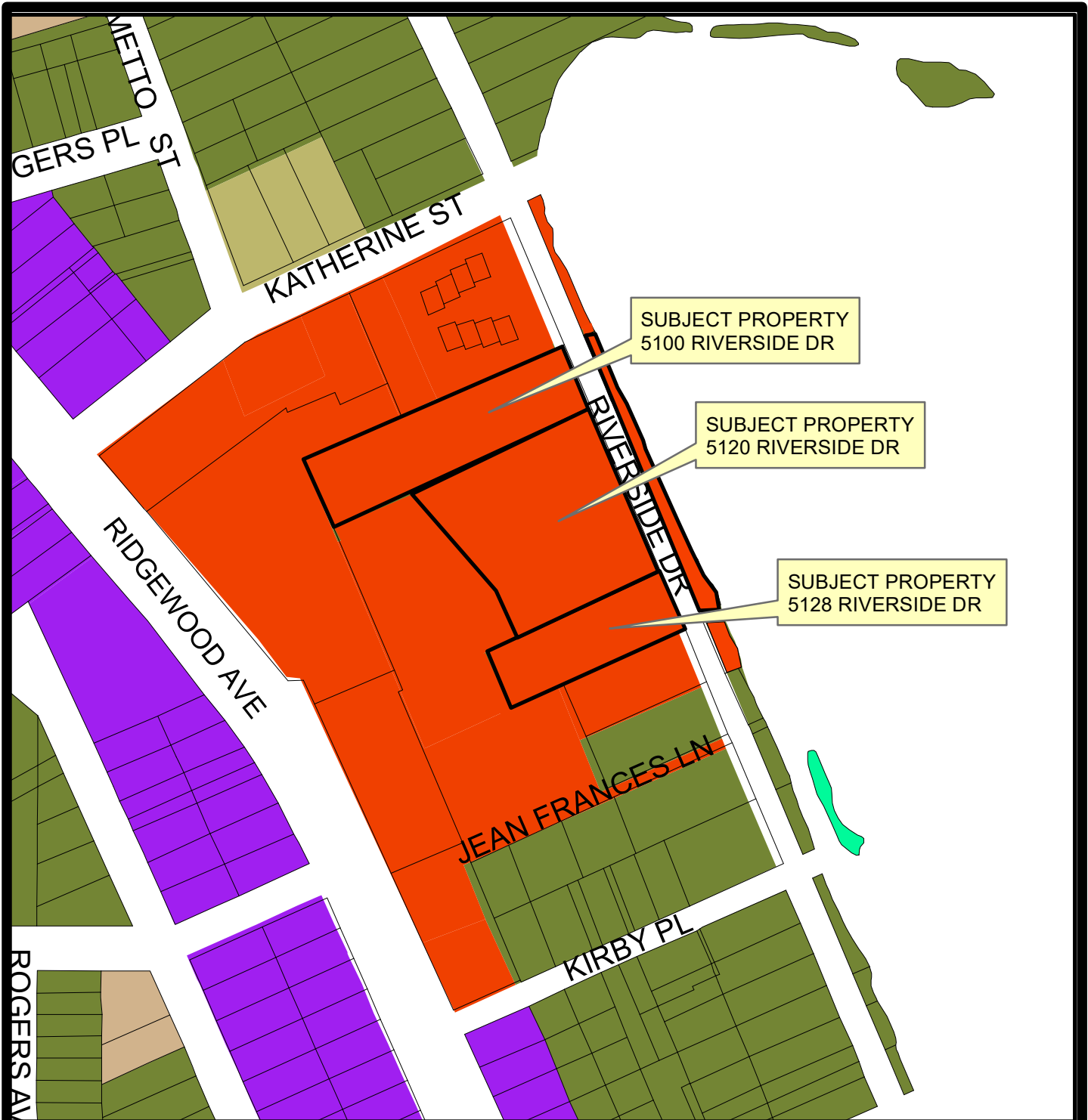
LOT 1, ALLAN PARK SUBDIVISION, AS RECORDED IN MAP BOOK 10, PAGE 226, AND A PORTION OF LOT 1, ALLANWOOD SUBDIVISION AS RECORDED IN MAP BOOK 5, PAGE "A" (ALSO RECORDED IN MAP BOOK 15, PAGE 195), AND A PORTION OF LOT 16 ALLANDALE SUBDIVISION, AS RECORDED IN MAP BOOK 2, PAGE 65, (ALSO RECORDED IN MAP BOOK 12, PAGE 137), ALL BEING IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE, COMMENCE AT A NORTHEASTERLY CORNER OF CLARK PROFESSIONAL CENTER, RECORDED IN MAP BOOK 47, PAGE 200, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID CORNER BEING THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF RIVERSIDE DRIVE (60.00 FEET RIGHT-OF-WAY) WITH THE SOUTHERLY LINE OF LOT 2, AFORESAID ALLAN PARK; THENCE ALONG THE BOUNDARY OF THE CLARK PROFESSIONAL CENTER THE FOLLOWING COURSES: S63°47'08"W FOR A DISTANCE OF 199.63 FEET; THENCE N24°34'13"W FOR A DISTANCE OF 83.82 FEET FOR THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING ALONG THE BOUNDARY OF SAID CLARK PROFESSIONAL CENTER THE FOLLOWING COURSES: N24°34'13"W FOR A DISTANCE OF 85.97 FEET; THENCE S63°38'48"W FOR A DISTANCE OF 87.8 FEET; THENCE N24°33'32"W FOR A DISTANCE OF 93.14 FEET; THENCE N63°33'14"E FOR A DISTANCE OF 50.00 FEET; THENCE N24°33'32" FOR A DISTANCE OF 74.77 FEET; THENCE N42°57'05"W FOR A DISTANCE OF 199.07 FEET TO A POINT ON THE NORTH LINE OF AFORESAID LOT 1, ALLANWOOD SUBDIVISION; THENCE N63°33'14"E ALONG SAID NORTH LINE OF LOT 1, FOR A DISTANCE OF 300.35 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF AFORESAID RIVERSIDE DRIVE, THENCE S24°33'27"E ALONG THE WESTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 445.57 FEET; THENCE S63°43'49"W FOR A DISTANCE OF 199.65 FEET TO THE POINT OF BEGINNING. THE ABOVE PARCEL CONTAINS 2.596 ACRES MORE OR LESS.

PART 2

ALL LANDS LYING EASTERLY OF RIVERSIDE DRIVE AND TO THE MEAN HIGH WATER LINE OF THE HALIFAX RIVER WITH THE NORTH BOUNDARY OF LOT 1, ALLANWOOD SUBDIVISION AS RECORDED IN MAP BOOK 5, PAGE "A" (ALSO RECORDED IN MAP BOOK 15, PAGE 195), EXTENDED EASTERLY TO THE MEAN HIGH WATER LINE AND THE SOUTH BOUNDARY OF LOT 1, ALLAN PARK SUBDIVISION, AS RECORDED IN MAP BOOK 10, PAGE 226, EXTENDED EASTERLY TO THE MEAN HIGH WATER LINE OF SAID HALIFAX RIVER, ALL BEING IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT A NORTHEASTERLY CORNER OF CLARK PROFESSIONAL CENTER, AS RECORDED IN MAP BOOK 47, PAGE 200, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID CORNER BEING THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF RIVERSIDE DRIVE (A 60.00 FEET RIGHT-OF-WAY) WITH THE SOUTHERLY LINE OF LOT 2, OF AFORESAID ALLAN PARK; THENCE N24°33'27"W ALONG THE RIGHT-OF-WAY LINE OF RIVERSIDE DRIVE FOR A DISTANCE OF 84.00 FEET TO THE NORTHEAST CORNER OF AFORESAID LOT 2; THENCE N63°33'49"E, CROSSING RIVERSIDE DRIVE FOR A DISTANCE OF 30.01 FEET TO EAST RIGHT-OF-WAY LINE OF RIVERSIDE DRIVE, AS SHOWN ON THE PLAT OF SAID ALLAN PARK, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE N24°33'27"W ALONG THE SAID EAST RIGHT-OF-WAY LINE FOR A DISTANCE OF 445.66 FEET TO THE INTERSECTION WITH THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 1, ALLANWOOD; THENCE N63°33'14"E ALONG SAID EASTERLY EXTENSION FOR A DISTANCE OF 13.85 FEET TO THE EAST EDGE OF A COQUINA ROCK HEADWALL, AT THE MEAN HIGH WATER ELEVATION OF 1.27 FEET, NATIONAL GEODETIC DATUM OF 1929, ESTABLISHED ON DECEMBER 16, 1999; THENCE S25°31'36" EAST ALONG THE EASTERLY EDGE OF SAID WALL AND SAID MEAN HIGH WATER LINE FOR A DISTANCE OF 358.92 FEET; THENCE S18°06'10"E LEAVING SAID COQUINA ROCK SEA WALL AND CONTINUING ALONG SAID MEAN HIGH WATER LINE FOR A DISTANCE OF 37.75 FEET; THENCE S27°54'44"E FOR A DISTANCE OF 49.26 FEET TO THE EASTERLY EXTENSION OF THE NORTHERLY LINE OF SAID LOT 2, OF ALLAN PARK; THENCE S63°43'49"E ALONG THE SAID EASTERLY EXTENSION FOR A DISTANCE OF 18.53 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAID RIVERSIDE DRIVE AND THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINS 0.173 ACRES MORE OR LESS.



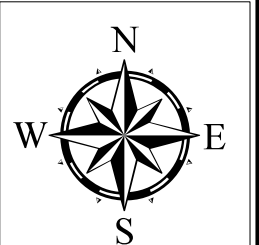
ZONING

- Flood Plain-Conservation
- Neighborhood Preservation
- Planned Commercial Development

- Planned Unit Development
- R-7SF Single Family Residential
- Ridgewood Development



CITY OF PORT ORANGE
DEPARTMENT OF COMMUNITY DEVELOPMENT



Return Recorded Document to:
Office of Records Clerk
1000 City Center Circle
Port Orange, FL 32129

**SIXTH AMENDMENT TO THE
CLARK PROFESSIONAL CENTER AND WEDDING CHAPEL
PLANNED COMMERCIAL DEVELOPMENT
MASTER DEVELOPMENT AGREEMENT**

This Agreement, entered into by and between the CITY OF PORT ORANGE, a Florida municipal corporation whose address is 1000 City Center Circle, Port Orange, Florida 32129 (hereinafter referred to as the "City") and ALLANWOOD MANAGEMENT, LLC, a Florida limited liability company, LOIS CLARK LOESCH REVOCABLE TRUST DATED FEBRUARY 7, 1992, ALL ABOARD HOLDINGS, LLC, a Florida limited liability company, and D. ANDREW CLARK, all located at 5111 S. Ridgewood Avenue, Port Orange, FL 32127 (collectively referenced as the "Developer"), constitutes the Sixth Amendment to the Master Development Agreement for the Clark Professional Center and Wedding Chapel Planned Commercial Development (hereinafter referred to as the "Sixth Amendment"), who hereby agree and covenant as follows:

WHEREAS, the Developer and the City previously entered into an agreement and covenant to bind their successors and assigns to the terms and provisions of a development agreement entitled "Master Development Agreement [for the] Clark Professional Center and Wedding Chapel Planned Commercial Development, recorded in Official Records Book 4550, Page 672, Public Records of Volusia County, Florida ("MDA"); and

WHEREAS, the Parties and/or their predecessors in interest entered into that certain First Amendment To Master Development Agreement [for the] Clark Professional Center and Wedding Chapel Planned Commercial Development having an effective date of July 20, 2000 and recorded in Official Records Book 4581, Page 1194, Public Records of Volusia County Florida ("First Amendment"); and

WHEREAS, the Parties and/or their predecessors in interest entered into that certain Second Amendment To Master Development Agreement [for the] Clark Professional Center and Wedding Chapel Planned Commercial Development having an effective date of July 17, 2001 and recorded in Official Records Book 47251, Page 1695, Public Records of Volusia County Florida ("Second Amendment"); and

WHEREAS, the Parties and/or their predecessors in interest entered into that certain Third Amendment To Master Development Agreement [for the] Clark Professional Center and Wedding Chapel Planned Commercial Development having an effective date of November 22, 2002 and recorded in Official Records Book 4979, Page 4950, Public Records of Volusia County Florida ("Third Amendment"); and

WHEREAS, the Parties and/or their predecessors in interest entered into that certain Fourth Amendment To Master Development Agreement [for the] Clark Professional Center and Wedding

Chapel Planned Commercial Development having an effective date of September 19, 2006 and recorded in Official Records Book 5923, Page 2515, Public Records of Volusia County Florida ("Fourth Amendment"); and

WHEREAS, the Parties and/or their predecessors in interest entered into that certain Fifth Amendment To Master Development Agreement [for the] Clark Professional Center and Wedding Chapel Planned Commercial Development having an effective date of May 17, 2017 and recorded in Official Records Book 7399, Page 2011, Public Records of Volusia County Florida ("Fifth Amendment"); and

WHEREAS, pursuant to the MDA and subsequent amendments thereto, the Developer has developed that certain property referenced as the PCD Property, shown on Exhibit "A" and made apart hereof by reference; and

WHEREAS, the Developer desires to amend the MDA and the First, Second, Third, Fourth and Fifth Amendments as applied to the PCD Property to add adjoining parcels of real property more particularly described in Exhibit "B" to the terms and conditions of the MDA and subsequent amendments ("Sixth Amendment Project Area").

NOW, THEREFORE, the Parties agree as follows:

1. The premises stated above are true and correct and form a material part of this Sixth Amendment.
2. Development Standards.
 - a. Project Area. The Developer hereby adds real property identified as Parcel Nos. 6310-12-03-0030, 6310-11-00-0010 and 6310-09-00-0160 to the PCD Property, otherwise referred to as the "Sixth Amendment Project Area", further described in Exhibit "B". The Sixth Amendment Project Area Conceptual Plan, attached hereto as Exhibit "C", generally depicts the planned layout of lots, amenities, and other planned features or improvements for Sixth Amendment Project Area and demonstrates the lot coverage requirements available to lot owners within said area.
 - b. Permitted Uses. Permitted Uses within the Sixth Amendment Project Area shall be as follows uses:
 - Bed and breakfast inn
 - Brewery
 - Caretaker's residence*
 - Craft food and beverage producer
 - Cultural facilities
 - Houses of worship/Wedding chapel
 - Offices
 - Off-site parking (within PCD Property only)

Single-family detached dwellings**
Wedding venue
Wedding gazebo and/or pavilion

All other uses and structures of an accessory nature customary to the permitted uses listed above.

* The City shall permit given business owners/managers to reside in a dwelling unit which is set within a principal structure and/or the established business area provided these structures and/or establishments comply with all other requirements of the LDC and adopted building and fire codes.

** a change of use for those single-family residences located along Riverside Drive within the PCD will require the property to come into compliance with the requirements of the MDA and LDC and the use cannot revert back to a residential use once the property is redeveloped with a non-residential use. Any change of use from single-family to one of the non-residential permitted uses will require a site plan to be reviewed and approved by the City.

- c. Prohibited Uses. Unless otherwise permitted by the City LDC, all other uses, whether permanent or temporary, not listed in Paragraph 2(b) shall be prohibited.
- d. Vesting. Existing buildings, docks and structures, and driveways utilized for access, within the Sixth Amendment Project Area Conceptual Plan may be utilized and remain in their existing condition so long as said buildings and structures remain in continuous use; however, an existing building and/or structure shall be required to conform with the City LDC and the standards of this Agreement in the event that use of said existing building and/or structure is discontinued for a period of six consecutive months or is within the Special Flood Hazard Area (SFHA) and the proposed repairs, alterations, or additions are determined to be a Substantial Improvement or Substantial Damage by the Floodplain Administrator, in coordination with the Building Official per LDC, Ch. 8 Art. I Sec. 1 and Ch. 8, Art. III, Sec. 8.
- e. Dimensional Requirements and Standards.
 - i. Maximum Building Coverage: 35%
 - ii. Minimum Open Space: 30%
 - iii. Minimum Building Setbacks:
 - Front Yard: 10 feet
25 feet along Riverside Drive
 - Side Yard: 10 feet

- | | | |
|-----|-------------------------|---|
| | Rear Yard: | 5 feet for that portion of PR-Building 1 adjoining lots within the PCD
10 feet |
| iv. | Maximum Number of Lots: | 4 |
| v. | Minimum Lot Dimensions | |
| | Width: | 100 feet |
| | Area: | 10,000 square feet |
- vi. The Sixth Amendment Project Area may be subdivided so long as the proposed subdivision meets the requirements of this Agreement and the City LDC.
 - vii. Existing docks may only be utilized as part of a residential use, and any additional docks shall only be permitted pursuant to the City LDC.
 - viii. Stormwater retention, whether on-site or off-site shall comply with the City's LDC and the regulations of the St. Johns River Water Management District.
- f. Architecture. Buildings within the Sixth Amendment Project Area shall incorporate a mixture of eclectic modern and historical architecture visually compatible with existing structures within the PCD Property. Said architectural mixture is intended to create a diverse aesthetic character throughout the PCD Property of both modern and traditional architectural styles common to Florida including, but not limited to, the Florida vernacular and Mediterranean styles. The exterior of the single-family residences located along Riverside Drive shall not be modified unless a modification is needed to accommodate Florida Building Code and/or ADA requirements, modernization and/or general repairs and maintenance of a residence. Any additions to modernize a single-family residence shall be architecturally consistent with the existing structure. A privacy fence shall be installed at the corner of Lot 8 and Parcel 6310-00-0001 to screen the existing townhome development from PR-Building 1 as shown on the Sixth Amendment Project Area Conceptual Plan.
- g. Access and Parking.
- i. The existing driveways that provide access for those existing parcels along Riverside Drive may be utilized for the existing residential uses, the proposed covered pavilion on Lot 6, and/or a Bed and breakfast inn use. No commercial use access, other than those uses specified in this Paragraph, shall be permitted from Riverside Drive,

and said existing driveways shall be blocked once the parcels transition to a commercial use not otherwise permitted in this Paragraph.

- ii. Cross-access and/or ingress/egress easements connecting Lots within the Sixth Amendment Project Area to Katherine Street and/or Ridgewood Avenue and existing parking areas shall be provided at the time of development or redevelopment of each lot. The PCD Property owners shall be required to amend the Corrective Non-Exclusive Reciprocal Easement Agreement as recorded in Official Records Book 7443, Page 4493, Public Records, Volusia County, Florida, to submit the Sixth Amendment Project Area to the covenants, easements and conditions contained therein.
- iii. Unless otherwise stated herein, parking spaces and areas shall be provided as shown on Sixth Amendment Project Area Concept Plan. The number of parking spaces for permitted uses shall meet the minimum requirements of the City LDC; however, parking areas may be relocated so long as existing uses affected by a proposed relocation meet the minimum parking requirements herein and is otherwise consistent with this Agreement and the LDC. Shared parking shall also be permitted for lots within the PCD Property even though parking may be located on a different lot from the lot on which the improvements are located.
- iv. Off-site and joint use parking areas shall be permitted within the Property PCD based on the following factors:
 - 1. Proximity of the off-site parking spaces and/or joint parking areas to the use that they will serve.
 - 2. Ease of pedestrian access.
 - 3. Whether the off-site parking spaces and/or joint parking areas are compatible with the use intended to be served, e.g., off-site parking is not ordinarily compatible with high turnover uses such as retail.
 - 4. The location of off-site parking spaces and/or joint parking areas shall not create unreasonable hazards to pedestrians, hazards to vehicular traffic, traffic congestion, and interference with access to other parking spaces in the vicinity.
 - 5. A written agreement, such as an easement or deed, in a form approved by the City attorney, shall be furnished allowing

for any proposed off-site and/or joint use parking. Said documentation shall also ensure the continued availability of off-site parking facilities for the use they are intended to serve.

3. Signage. Signage for the Sixth Amendment Area shall be permitted as provided for in the City LDC. One multi-tenant 56 square-foot monument sign, with a maximum of 4 tenant panels on each side, a maximum of 8 feet in height, shall be permitted on Lot 1 along Ridgewood Avenue. The tenant panel display for said monument sign shall be for Proposed Building 2 and for those uses within the PCD Sixth Amendment Project Area.
4. Common Facilities. The PCD Property owners shall be required to amend the Corrective Non-Exclusive Reciprocal Easement Agreement as recorded in Official Records Book 7443, Page 4493, Public Records, Volusia County, Florida, to submit the Sixth Amendment Project Area to the covenants, easements and conditions and the common maintenance obligations contained therein, or form a Property Owners' Association established in accordance with the City LDC to operate, maintain and control, subject to other documents of record, the common areas, and common facilities, including but not limited to stormwater drainage systems. All common facility maintenance documents shall be in a form acceptable to the City attorney, to govern the continued and perpetual maintenance of certain common facilities on or otherwise serving the PCD Property, including but not limited to common areas, drive aisles, parking areas, utilities, and stormwater facilities in accordance with the City LDC.
5. Phases. Development of the PCD Property is intended to occur in one or more phases, at the discretion of the Property Owners. Each proposed phase shall be required to install all necessary infrastructure, including all necessary easements and dedications, to stand alone, with the support of previous built phases. Each phase shall be built to be consistent with applicable City Land Development Code requirements and this Agreement; however, Permits for development of phases or sub-phases shall be submitted for approval through the City's Site Plan and/or Subdivision Plat and Plan process.
6. Environmental Preservation. Compliance with the City LDC and the environmental preservation code therein may necessitate modifications to the Sixth Amendment Project Area Conceptual Plan.
7. Unity of Title. A Unity of Title is required to limit the use of the Sixth Amendment Project Area to a single use in accordance with the PCD. The Unity of Title agreement shall be approved by staff and on a form furnished or currently approved by the City, and shall be executed by the Mayor and attested by the City Clerk prior to issuance of a development order of any site plan associated with a lot within the Sixth Amendment Project Area.

8. This Sixth Amendment shall be effective on the date it is executed by all parties.
9. This Sixth Amendment shall be recorded in the Public Records of Volusia County, Florida, at the Developer's expense.
10. The MDA, as previously enacted, and the First Amendment, Second Amendment, Third Amendment, Fourth Amendment and Fifth Amendment shall remain in full force and effect except with the respect to those matters specifically amended by the Sixth Amendment.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have executed this Sixth Amendment, by and through their duly authorized representatives, on the respective dates below.

WITNESSES:

CITY OF PORT ORANGE, FLORIDA
a Chartered Municipal Corporation

Name: _____

By: _____
Donald O. Burnette, Mayor

Name: _____

Date: _____

Name: _____

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

Name: _____

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 _____, 20__ by Donald O. Burnette, as Mayor of the City of Port Orange, Florida, a chartered municipal corporation, who acknowledged that he is duly authorized to execute the foregoing agreement on behalf of the city. He is personally known to me.

Notary Public, State of Florida at Large
Printed name, commission and expiration of commission term:

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 _____, 20__ by Robin L. Fenwick, as City Clerk of the City of Port Orange, Florida, a chartered municipal corporation, who acknowledged that she is duly authorized to execute the foregoing agreement on behalf of the city. She is personally known to me.

Notary Public, State of Florida at Large
Printed name, commission and expiration of commission term:

WITNESSES:

ALLANWOOD MANAGEMENT, LLC
a Florida limited liability company

Name: _____

Name: _____

By: _____
Graig H. Gittner, Manager

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____ by Graig H. Gittner, as Manager of Allanwood Management, LLC, a Florida limited liability company, who is ☐ personally known to me or ☐ who has produced _____ as identification and who did not take an oath..

Notary Public, State of Florida at Large
Printed name, commission and expiration of commission term:

WITNESSES:

LOIS CLARK LOESCH REVOCABLE TRUST
DATED FEBRUARY 7, 1992

Name: _____

By: _____
Lois Clark Loesch f/k/a Lois E. Clark
Trustee

Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20__ by Lois Clark Loesch f/k/a Lois E. Clark, as Trustee of the Lois Clark Loesch Revocable Trust Dated February 7, 1992, who is ☐ personally known to me or ☐ who has produced _____ as identification and who did not take an oath..

Notary Public, State of Florida at Large
Printed name, commission and expiration of commission term

WITNESSES:

ALL ABOARD HOLDINGS, LLC
a Florida limited liability company

Name: _____

By: _____
D. Andrew Clark, Manager

Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20__ by D. Andrew Clark, as Manager of All Aboard Holdings, LLC, a Florida limited liability company, who is ☐ personally known to me or ☐ who has produced _____ as identification and who did not take an oath.

Notary Public, State of Florida at Large
Printed name, commission and expiration of commission term:

WITNESSES:

D. ANDREW CLARK

Name: _____

Date: _____

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 D. Andrew Clark, who is ☐ personally known to me or ☐ who has produced _____ as identification and who did not take an oath..

Notary Public, State of Florida at Large

Printed name, commission and expiration of commission term:

EXHIBIT "A"
PCD PROPERTY

LEGAL DESCRIPTION:

ALL OF LOT 1, CLARK PROFESSIONAL CENTER, AS RECORDED IN MAP BOOK 47, PAGE 200 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA,

TOGETHER WITH:

LOTS 9 AND 10, BLOCK 11, ALLANDALE, AS RECORDED IN MAP BOOK 4, PAGE 146 AND MAP BOOK 17, PAGE 166 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LESS AND EXCEPT THAT PORTION TAKEN FOR STATE ROAD RIGHT OF WAY PURPOSES,

TOGETHER WITH:

THAT PORTION OF LOTS 7 AND 8, BLOCK 3, AND THAT PORTION OF PALMETTO STREET, A 50 FOOT RIGHT OF WAY LYING SOUTHERLY OF KATHERINE STREET, AS SHOWN ON THE PLAT OF NORWOOD, RECORDED IN MAP BOOK 5, PAGE 1, AND MAP BOOK 15, PAGE 174 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

TOGETHER WITH :

LOT 1, ALLAN PARK AND WITH ITS NORTH AND SOUTH LINE PROJECTED EASTERLY TO THE SHORE OF THE HALIFAX RIVER AS RECORDED IN MAP BOOK 10, PAGE 226, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA.

FROM THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF SOUTH RIDGEWOOD AVENUE (US NO. 1 AND SR NO. 5) WITH THE SOUTHERLY RIGHT OF WAY LINE OF SAID KATHERINE STREET AS THE POINT OF REFERENCE, RUN ALONG THE BOUNDARY OF SAID LOT 1, CLARK PROFESSIONAL CENTER, NORTH 50 DEGREES, 09 MINUTES, 15 SECONDS EAST, A DISTANCE OF 241.78 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE ALONG SAID BOUNDARY THE FOLLOWING COURSES AND DISTANCES: SOUTH 21 DEGREES, 56 MINUTES, 31 SECONDS EAST, A DISTANCE OF 91.28 FEET; THENCE NORTH 63 DEGREES, 31 MINUTES, 13 SECONDS EAST A DISTANCE OF 128.84 FEET; THENCE NORTH 21 DEGREES, 44 MINUTES, 39 SECONDS WEST A DISTANCE OF 100.84 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF SAID KATHERINE STREET; THENCE SOUTH 82 DEGREES, 49 MINUTES, 28 SECONDS WEST ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND THE WESTERLY PROJECTION THEREOF, A DISTANCE OF 94.81 FEET; THENCE CONTINUE ALONG SAID WESTERLY PROJECTION SOUTH 50 DEGREES, 09 MINUTES, 15 SECONDS WEST, A DISTANCE OF 36.12 FEET TO THE POINT OF BEGINNING,

TOGETHER WITH:

ALL OF LOT 1 AND LOT 2, AND THE NORTH 20 FEET OF LOT 3, BLOCK 3, NORWOOD, ACCORDING TO THE PLAT OF SAID NORWOOD SUBDIVISION FILED AND RECORDED IN MAP BOOK 5, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, TOGETHER WITH ALL RIPARIAN RIGHTS AND ACCRETIONS THERETO,

TOGETHER WITH:

THE EAST 59 FEET OF LOT 4, BLOCK 3, NORWOOD SUBDIVISION, AS PER THE MAP THEREOF RECORDED IN MAP BOOK 5, PAGE 1, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA,

TOGETHER WITH:

LOT 1 OF ALLAN PARK MAP BOOK 10, PAGE 226, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA TOGETHER WITH ANY RIPARIAN RIGHTS THEREOF.

EXHIBIT "B"
SIXTH AMENDMENT PROJECT AREA

LEGAL DESCRIPTION:

THE SOUTHERLY ONE HUNDRED FIVE (105) FEET OF LOT THREE (3), BLOCK THREE (3), NORWOOD, ACCORDING TO MAP IN MAP BOOK 5, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, TOGETHER WITH ALL LAND LYING EAST THEREOF BETWEEN RIVERSIDE DRIVE AND THE HALIFAX RIVER, AND RIPARIAN RIGHTS THEREUNTO APPERTAINING; AND ALSO

THAT PART OF LOT THREE (3), ALLANWOOD, LYING EASTERLY OF A LINE RUNNING FROM THE POINT WHERE THE EAST LINE OF PALMETTO STREET INTERSECTS THE NORTH LINE OF LOT THREE (3), ALLANWOOD, SOUTHERLY TO THE POINT WHERE THE WEST LINE OF LOT ONE (1), ALLANWOOD, INTERSECTS THE SOUTH LINE OF LOT THREE (3), ALLANWOOD, ACCORDING TO MAP IN MAP BOOK 5, PAGE "A", OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LOT 16, EXCEPT THE WESTERLY 140 FEET THEREOF, ALLANDALE, AND THE FOLLOWING DESCRIBED LAND, TO-WIT: BEGINNING AT THE NORTHEAST CORNER OF LOT 16, ALLANDALE AND RUN SOUTHERLY ALONG THE EASTERLY LINE TO THE SOUTHEAST CORNER OF SAID LOT 16; THENCE RUN EASTERLY ALONG THE PROLONGATION OF THE SOUTHERLY LINE OF SAID LOT 16, WHERE THE SAME IS INTERSECTED BY THE LOW WATER MARK OF THE HALIFAX RIVER; THENCE RUN NORTHERLY ALONG THE LOW WATER MARK OF THE HALIFAX RIVER TO A POINT WHERE THE SAME IS INTERSECTED BY A PROLONGATION OF THE NORTHERLY LINE OF LOT 16, EXTENDED; THENCE RUN WESTERLY TO THE NORTHEAST CORNER OF LOT 16, AND THE POINT OF BEGINNING, AS PER MAP IN MAP BOOK 2, PAGE 65 OF THE PUBLIC RECORD OF VOLUSIA COUNTY, FLORIDA, AND THE EASTERLY 48.71 FEET OF THE WESTERLY 140.52 FEET OF LOT 16, AS PER MAP IN MAP BOOK 2, PAGE 65 PUBLIC RECORDS OF BOLUSIA COUTY, FLORIDA.

PART 1

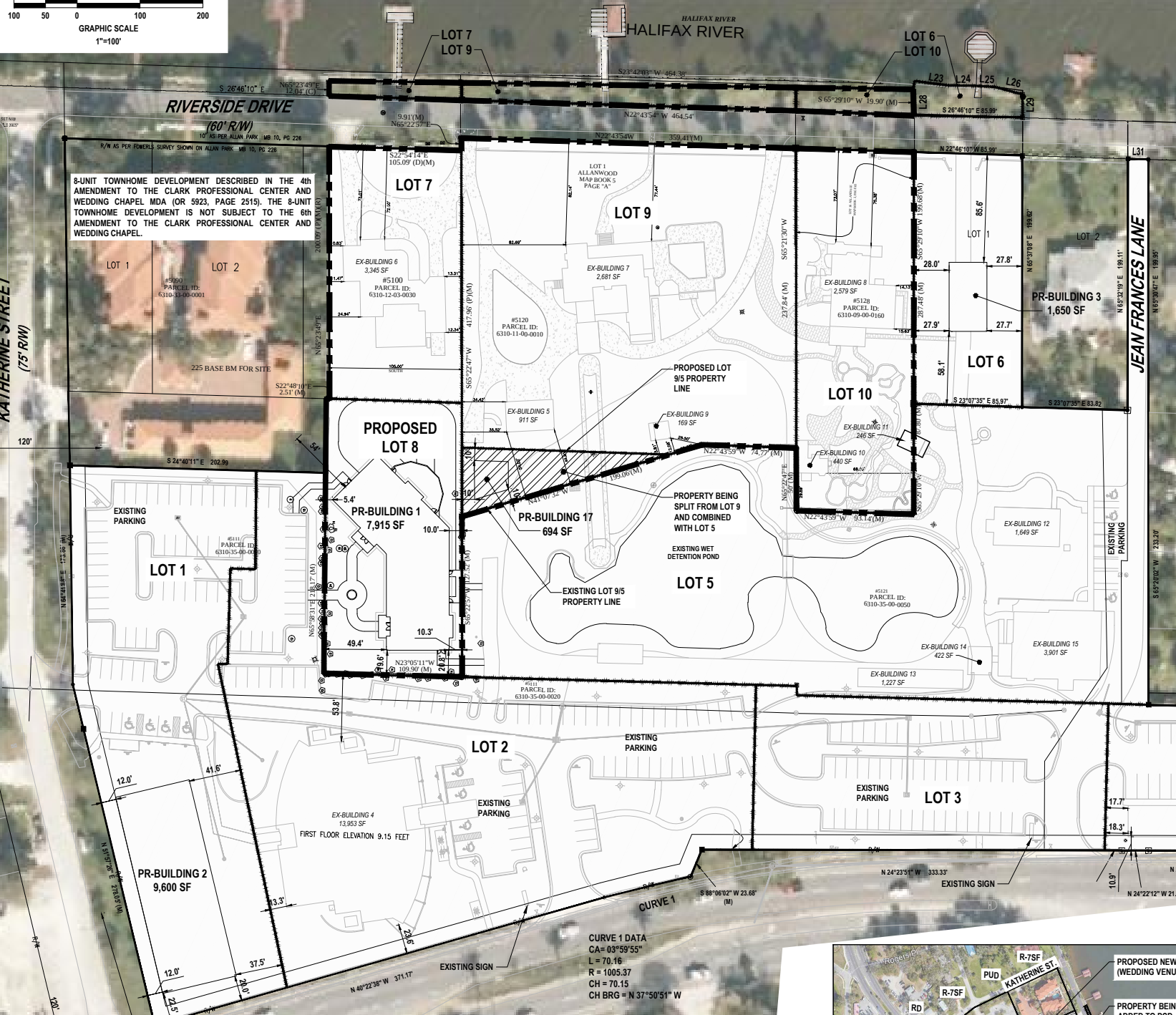
LOT 1, ALLAN PARK SUBDIVISION, AS RECORDED IN MAP BOOK 10, PAGE 226, AND A PORTION OF LOT 1, ALLANWOOD SUBDIVISION AS RECORDED IN MAP BOOK 5, PAGE "A" (ALSO RECORDED IN MAP BOOK 15, PAGE 195), AND A PORTION OF LOT 16 ALLANDALE SUBDIVISION, AS RECORDED IN MAP BOOK 2, PAGE 65, (ALSO RECORDED IN MAP BOOK 12, PAGE 137), ALL BEING IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE, COMMENCE AT A NORTHEASTERLY CORNER OF CLARK PROFESSIONAL CENTER, RECORDED IN MAP BOOK 47, PAGE 200, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID CORNER BEING THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF RIVERSIDE DRIVE (60.00 FEET RIGHT-OF-WAY) WITH THE SOUTHERLY LINE OF LOT 2, AFORESAID ALLAN PARK; THENCE ALONG THE BOUNDARY OF THE CLARK PROFESSIONAL CENTER THE FOLLOWING COURSES: S63°47'08"W FOR A DISTANCE OF 199.63 FEET; THENCE N24°34'13"W FOR A DISTANCE OF 83.82 FEET FOR THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING ALONG THE BOUNDARY OF SAID CLARK PROFESSIONAL CENTER THE FOLLOWING COURSES: N24°34'13"W FOR A DISTANCE OF 85.97 FEET; THENCE S63°38'48"W FOR A DISTANCE OF 87.8 FEET; THENCE N24°33'32"W FOR A DISTANCE OF 93.14 FEET; THENCE N63°33'14"E FOR A DISTANCE OF 50.00 FEET; THENCE N24°33'32" FOR A DISTANCE OF 74.77 FEET; THENCE N42°57'05"W FOR A DISTANCE OF 199.07 FEET TO A POINT ON THE NORTH LINE OF AFORESAID LOT 1, ALLANWOOD SUBDIVISION; THENCE N63°33'14"E ALONG SAID NORTH LINE OF LOT 1, FOR A DISTANCE OF 300.35 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF AFORESAID RIVERSIDE DRIVE, THENCE S24°33'27"E ALONG THE WESTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 445.57 FEET; THENCE S63°43'49"W FOR A DISTANCE OF 199.65 FEET TO THE POINT OF BEGINNING. THE ABOVE PARCEL CONTAINS 2.596 ACRES MORE OR LESS.

PART 2

ALL LANDS LYING EASTERLY OF RIVERSIDE DRIVE AND TO THE MEAN HIGH WATER LINE OF THE HALIFAX RIVER WITH THE NORTH BOUNDARY OF LOT 1, ALLANWOOD SUBDIVISION AS RECORDED IN MAP BOOK 5, PAGE "A" (ALSO RECORDED IN MAP BOOK 15, PAGE 195), EXTENDED EASTERLY TO THE MEAN HIGH WATER LINE AND THE SOUTH BOUNDARY OF LOT 1, ALLAN PARK SUBDIVISION, AS RECORDED IN MAP BOOK 10, PAGE 226, EXTENDED EASTERLY TO THE MEAN HIGH WATER LINE OF SAID HALIFAX RIVER, ALL BEING IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT A NORTHEASTERLY CORNER OF CLARK PROFESSIONAL CENTER, AS RECORDED IN MAP BOOK 47, PAGE 200, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID CORNER BEING THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF RIVERSIDE DRIVE (A 60.00 FEET RIGHT-OF-WAY) WITH THE SOUTHERLY LINE OF LOT 2, OF AFORESAID ALLAN PARK; THENCE N24°33'27"W ALONG THE RIGHT-OF-WAY LINE OF RIVERSIDE DRIVE FOR A DISTANCE OF 84.00 FEET TO THE NORTHEAST CORNER OF AFORESAID LOT 2; THENCE N63°33'49"E, CROSSING RIVERSIDE DRIVE FOR A DISTANCE OF 30.01 FEET TO EAST RIGHT-OF-WAY LINE OF RIVERSIDE DRIVE, AS SHOWN ON THE PLAT OF SAID ALLAN PARK, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE N24°33'27"W ALONG THE SAID EAST RIGHT-OF-WAY LINE FOR A DISTANCE OF 445.66 FEET TO THE INTERSECTION WITH THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 1, ALLANWOOD; THENCE N63°33'14"E ALONG SAID EASTERLY EXTENSION FOR A DISTANCE OF 13.85 FEET TO THE EAST EDGE OF A COQUINA ROCK HEADWALL, AT THE MEAN HIGH WATER ELEVATION OF 1.27 FEET, NATIONAL GEODETIC DATUM OF 1929, ESTABLISHED ON DECEMBER 16, 1999; THENCE S25°31'36" EAST ALONG THE EASTERLY EDGE OF SAID WALL AND SAID MEAN HIGH WATER LINE FOR A DISTANCE OF 358.92 FEET; THENCE S18°06'10"E LEAVING SAID COQUINA ROCK SEA WALL AND CONTINUING ALONG SAID MEAN HIGH WATER LINE FOR A DISTANCE OF 37.75 FEET; THENCE S27°54'44"E FOR A DISTANCE OF 49.26 FEET TO THE EASTERLY EXTENSION OF THE NORTHERLY LINE OF SAID LOT 2, OF ALLAN PARK; THENCE S63°43'49"E ALONG THE SAID EASTERLY EXTENSION FOR A DISTANCE OF 18.53 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAID RIVERSIDE DRIVE AND THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINS 0.173 ACRES MORE OR LESS.



BUILDING	BUILDING USE	BUILDING SF
PR - 1	RECEPTION HALL	7,915
PR - 2	OFFICE	9,600
PR - 3	WEDDING PAVILION	1,650
EX - 4	OFFICE	13,953
EX - 5	RESIDENTIAL GARAGE/STORAGE	911
EX - 6	RESIDENTIAL*	3,345
EX - 7	RESIDENTIAL*	2,681
EX - 8	RESIDENTIAL*	2,579
EX - 9	RESIDENTIAL STORAGE*	169
EX - 10	RESIDENTIAL*	440
EX - 11	PUMP HOUSE & RESTROOMS	246
EX - 12	WEDDING CHAPEL	1,649
EX - 13	TRAIN CAR	1,227
EX - 14	CHAPEL	422
EX - 15	RECEPTION HALL	3,901
EX - 16	OFFICE/RETAIL	5,275
EX - 17	ACCESSORY HONEYMOON SUITE	694

OWNERS:

ALL ABOARD HOLDINGS, LLC
5111 S RIDGEWOOD AVENUE
PORT ORANGE, FL 32127
(386) 236-1970

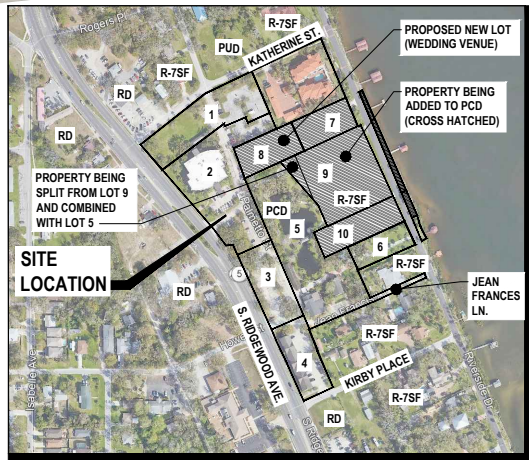
ANDREW D CLARK
5111 S RIDGEWOOD AVE
PORT ORANGE, FL 32127

SURVEYOR:

A1A SURVEYING, INC.
555 W GRANADA BLVD., 32174
ORMOND BEACH, FL 32174
PHONE: (386) 216-5730
EMAIL: ALLEN@A1ASURVEYING.COM

ENGINEER/
AGENT:

NEWKIRK ENGINEERING, INC.
1230 NORTH US HIGHWAY 1, SUITE 3
ORMOND BEACH, FL 32174
PHONE: (386) 872-7794
EMAIL: CODY@NEWKIRK-ENGINEERING.COM



SCALE: 1" = 300'

SCALE: 1" = 300'

1. PROPOSED AMENDMENT TO THE PLANNED COMMERCIAL DEVELOPMENT (PCD) ZONING.

- 2

PARCEL	PROPOSED USE	PROZ. ZON.	PROPOSED LOT DIMENSIONS													
			(SF)		BUILDING SETBACKS (FT)				LOT DIMENSIONS (FT)			LANDSCAPE BUFFERS (FT)				
			MIN. FLOOR AREA	MIN. LOT AREA	MAX. BUILDING	FRONT	SIDE	SIDE CORNER	REAR	MAX. HEIGHT	MIN. LOT WIDTH	MIN. LOT DEPTH	N	S	E	W
LOT 1	OFFICE	PCD	9,600	52,485	18%	20	37.5	12	245.6	-	109	400	12	30	10	20
LOT 2	OFFICE	PCD	13,863	88,176	16%	23.6	33.3	NA	538.8	-	371	132	12	12	10	10
LOT 3	DRAWING	PCD	33,333	NA	NA	NA	NA	NA	NA	279	116	12	12	10	10	10
LOT 4	OFFICE/RETAIL	PCD	5,075	25,536	21%	17	10.6	47.4	243.0	100	100	10	10	10	10	10
LOT 5	WEDDING CHAPEL	PCD	7,349	104,674	7%	37.1	10	NA	97.2	127	554	10	10	10	10	10
LOT 6	WEDDING PAWILION	PCD	1,650	18,640	9%	85.6	27.8	NA	58.1	86	199	20	15	10	10	10
LOT 7	RECREATIONAL	PCD	3,345	22,301	15%	72	10.8	NA	54.6	-	105	200	10	10	15	10
LOT 8	RECREATIONAL	PCD	7,915	23,693	33%	5.4	19.6	NA	10	247	107	5	10	10	10	10
LOT 9	RECREATIONAL	PCD	3,761	73,384	5%	77.6	34.5	NA	12	265	237	20	20	15	10	10
LOT 10	RECREATIONAL	PCD	3,969	28,959	11%	73	10	NA	24	83	297	10	10	15	10	20
REQ	SEE MD&F FOR USE	PCD	1,500	10,000	35%	5	10	10	10	45	85	107	5	10	10	10

EXISTING INFORMATION									
LOT #	BUILDING	ASPHALT/CONCRETE	POND	OPEN SPACE	TOTAL	CURRENT USE	REG SPACE	ADA SPACE	TOTAL
LOT 1	9,600	20,261		22,625	52,486	OFFICE	53	4	57
LOT 2	13,953	34,346		39,277	87,576	OFFICE	76	4	80
LOT 3	21,433	24,237		29,839	75,510	PARKING	3	0	3
LOT 4	5,275	12,564		12,779	26,518	OFFICE/RETAIL	33	5	38
LOT 5	7,349	30,247	24,275	42,874	104,574	WEDDING CHAPEL	5	3	8
LOT 6	1,650	1,918		15,093	16,660	WEDDING PAVILION	N/A	N/A	0
TOTAL	37,827	121,231	24,275	139,619	302,953				
TOTAL ACRES	0.868	2.788	0.557	3.210	7.425	ZONE PCD	218	13	231

EXISTING	TOTAL IMPERVIOUS	TOTAL OPEN SPACE	TOTAL SITE
SF	159,259	139,819	323,363
ACRE	3.656	3.210	7.423
%	43.3%	43.2%	100.0%

PROPOSED TRIP INFORMATION										SHARED PARKING SPACES	TIMES OF PEAK PARKING DEMAND
LOT #	BUILDING	ASPHALT/CONCRETE	POND	OPEN SPACE	TOTAL	CURRENT USE	REG. SPACE	ADA SPACE	TOTAL		
LOT 1	3,600	20,201		22,826	52,626	OFFICE	63	4	57	LOT 2	WEDNESDAY AM 8PM
LOT 2	13,363	34,348		39,277	88,176	OFFICE	76	4	80	LOT 1 & 3	WEDNESDAY PM 2PM
LOT 3	1,217	3,043		3,458	7,718	PARKING	1	1	2	LOT 2	THURSDAY AM 8PM
LOT 4	5,275	13,824		24,918	43,516	OFFICE/RETAIL	33	2	35	LOT 3	THURSDAY PM 2PM
LOT 5	6,043	30,247		40,018	100,102	OFFICIALS/CHAMPEL	6	1	7	LOT 1 & 2, 4 & 5	WEDNESDAY PM 2PM
LOT 6	1,700	3,818		4,318	9,836	RECREATION	1	1	2	LOT 2	THURSDAY PM 2PM
LOT 7	3,346	4,565		13,300	22,211	RESIDENTIAL	5	1	6	LOT 1	WEDNESDAY PM 2PM
LOT 8	1,505	3,595		5,250	10,350	RECREATION HALL	1	1	2	LOT 1 & 2	WEDNESDAY PM 2PM
LOT 9	3,761	15,344		49,781	68,886	RESIDENTIAL	5	4	9	LOT 1	WEDNESDAY PM 2PM
LOT 10	1,518	3,595		5,250	10,350	RECREATION HALL	1	1	2	LOT 1 & 2	WEDNESDAY PM 2PM
ACRE 1	12,672	148,863	30,709	224,100	375,541	ZONE PD	3	3	6	N/A	WEDNESDAY VEHICULAR DEMAND OCCURS WEEKENDS
ACRE 2	12,672	148,863	30,709	224,100	375,541	ZONE PD	3	3	6	N/A	WEDNESDAY VEHICULAR DEMAND OCCURS WEEKENDS

PROP.	TOTAL IMPERVIOUS	TOTAL OPEN SPACE	TOTAL SITE
SF	205,578	235,173	471,860
ACRE	4.719	5.399	10.823
%	43.0%	49.0%	100.0%

- SPACES PROVIDED BY DRIVEWAYS & GARAGES
4. REFER TO THE MASTER DEVELOPMENT AGREEMENT (MDA) FOR SPECIFIC USES.
5. THE SITE IS LOCATED IN FLOOD ZONES "X" AND SFHA ZONE "AE-4", "AE-5" AND "AE-6" ACCORDING TO THE FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY) F.I.R.M (FEDERAL INSURANCE RATE MAP), COMMUNITY NAME CITY OF PORT ORANGE, NUMBER 120313, PANEL NUMBER 12127C0388 J EAST: 9/29/2017.
6. THE EXISTING TOPOGRAPHY IS HIGHER AT THE BUILDINGS AND SLOPES TO POND AREA. NATURAL DRAINAGE IS DATED TO THE HALIFAX RIVER THROUGH A CONTROL STRUCTURE AND PIPE IN THE EXISTING POND. ALL ELEVATIONS USE THE NAVD 88 DATUM.
7. THE EXISTING SITE IS PARTIALLY DEVELOPED WITH BUILDINGS FOR VARIOUS PURPOSES, WITH THE REMAINING PORTION UNDEVELOPED.
8. THE SOILS CONSIST OF CANAVERAL SAND, SOIL GROUP "C", MAP SYMBOL "12" AND COCOA SAND, SOIL GROUP "A", MAP SYMBOL "15" PER THE VOLUSIA COUNTY SCS MANUAL.
9. EXISTING 6" POTABLE WATER EAST SIDE OF S RIDGEWOOD AVE. AND WEST SIDE OF RIVERSIDE DRIVE. NO RECLAIM WATER AVAILABLE. EXISTING 8" RECLAIM WATER ENDS APPROXIMATELY 600 FT. NORTH OF KATHERINE STREET, ON RIVERSIDE DRIVE. EXISTING 8" GRAVITY SANITARY SEWER WITHIN EASEMENT SOUTH OF PALMETTO STREET.
10. "COMPLIANCE WITH LAND DEVELOPMENT CODE MAY NECESSITATE MODIFICATION OF THE CONCEPTUAL PLAN." [LDC, Ch. 17, Sec. 18(g)(2)(K)].
11. TAX PARCEL NOS. 10-16-33-32-01-0001, 10-16-33-32-01-0002, 10-16-33-32-01-0003, 10-16-33-32-01-0004, 10-16-33-32-01-0005, 10-16-33-32-01-0006, 10-16-33-32-03-0001, 10-16-33-32-03-0002, 10-16-33-32-03-0003, 10-16-33-32-03-0004, 10-16-33-32-03-0005, 10-16-33-32-03-0006, 10-16-33-32-03-0007, 10-16-33-32-03-0008, 10-16-33-32-03-0009, 10-16-33-32-03-0010, 10-16-33-32-03-0011, 10-16-33-32-03-0012, 10-16-33-32-03-0013, 10-16-33-32-03-0014, 10-16-33-32-03-0015, 10-16-33-32-03-0016, 10-16-33-32-03-0017, 10-16-33-32-03-0018, 10-16-33-32-03-0019, 10-16-33-32-03-0020, 10-16-33-32-03-0021, 10-16-33-32-03-0022, 10-16-33-32-03-0023, 10-16-33-32-03-0024, 10-16-33-32-03-0025, 10-16-33-32-03-0026, 10-16-33-32-03-0027, 10-16-33-32-03-0028, 10-16-33-32-03-0029, 10-16-33-32-03-0030, 10-16-33-32-03-0031, 10-16-33-32-03-0032, 10-16-33-32-03-0033, 10-16-33-32-03-0034, 10-16-33-32-03-0035, 10-16-33-32-03-0036, 10-16-33-32-03-0037, 10-16-33-32-03-0038, 10-16-33-32-03-0039, 10-16-33-32-03-0040, 10-16-33-32-03-0041, 10-16-33-32-03-0042, 10-16-33-32-03-0043, 10-16-33-32-03-0044, 10-16-33-32-03-0045, 10-16-33-32-03-0046, 10-16-33-32-03-0047, 10-16-33-32-03-0048, 10-16-33-32-03-0049, 10-16-33-32-03-0050, 10-16-33-32-03-0051, 10-16-33-32-03-0052, 10-16-33-32-03-0053, 10-16-33-32-03-0054, 10-16-33-32-03-0055, 10-16-33-32-03-0056, 10-16-33-32-03-0057, 10-16-33-32-03-0058, 10-16-33-32-03-0059, 10-16-33-32-03-0060, 10-16-33-32-03-0061, 10-16-33-32-03-0062, 10-16-33-32-03-0063, 10-16-33-32-03-0064, 10-16-33-32-03-0065, 10-16-33-32-03-0066, 10-16-33-32-03-0067, 10-16-33-32-03-0068, 10-16-33-32-03-0069, 10-16-33-32-03-0070, 10-16-33-32-03-0071, 10-16-33-32-03-0072, 10-16-33-32-03-0073, 10-16-33-32-03-0074, 10-16-33-32-03-0075, 10-16-33-32-03-0076, 10-16-33-32-03-0077, 10-16-33-32-03-0078, 10-16-33-32-03-0079, 10-16-33-32-03-0080, 10-16-33-32-03-0081, 10-16-33-32-03-0082, 10-16-33-32-03-0083, 10-16-33-32-03-0084, 10-16-33-32-03-0085, 10-16-33-32-03-0086, 10-16-33-32-03-0087, 10-16-33-32-03-0088, 10-16-33-32-03-0089, 10-16-33-32-03-0090, 10-16-33-32-03-0091, 10-16-33-32-03-0092, 10-16-33-32-03-0093, 10-16-33-32-03-0094, 10-16-33-32-03-0095, 10-16-33-32-03-0096, 10-16-33-32-03-0097, 10-16-33-32-03-0098, 10-16-33-32-03-0099, 10-16-33-32-03-0100, 10-16-33-32-03-0101, 10-16-33-32-03-0102, 10-16-33-32-03-0103, 10-16-33-32-03-0104, 10-16-33-32-03-0105, 10-16-33-32-03-0106, 10-16-33-32-03-0107, 10-16-33-32-03-0108, 10-16-33-32-03-0109, 10-16-33-32-03-0110, 10-16-33-32-03-0111, 10-16-33-32-03-0112, 10-16-33-32-03-0113, 10-16-33-32-03-0114, 10-16-33-32-03-0115, 10-16-33-32-03-0116, 10-16-33-32-03-0117, 10-16-33-32-03-0118, 10-16-33-32-03-0119, 10-16-33-32-03-0120, 10-16-33-32-03-0121, 10-16-33-32-03-0122, 10-16-33-32-03-0123, 10-16-33-32-03-0124, 10-16-33-32-03-0125, 10-16-33-32-03-0126, 10-16-33-32-03-0127, 10-16-33-32-03-0128, 10-16-33-32-03-0129, 10-16-33-32-03-0130, 10-16-33-32-03-0131, 10-16-33-32-03-0132, 10-16-33-32-03-0133, 10-16-33-32-03-0134, 10-16-33-32-03-0135, 10-16-33-32-03-0136, 10-16-33-32-03-0137, 10-16-33-32-03-0138, 10-16-33-32-03-0139, 10-16-33-32-03-0140, 10-16-33-32-03-0141, 10-16-33-32-03-0142, 10-16-33-32-03-0143, 10-16-33-32-03-0144, 10-16-33-32-03-0145, 10-16-33-32-03-0146, 10-16-33-32-03-0147, 10-16-33-32-03-0148, 10-16-33-32-03-0149, 10-16-33-32-03-0150, 10-16-33-32-03-0151, 10-16-33-32-03-0152, 10-16-33-32-03-0153, 10-16-33-32-03-0154, 10-16-33-32-03-0155, 10-16-33-32-03-0156, 10-16-33-32-03-0157, 10-16-33-32-03-0158, 10-16-33-32-03-0159, 10-16-33-32-03-0160, 10-16-33-32-03-0161, 10-16-33-32-03-0162, 10-16-33-32-03-0163, 10-16-33-32-03-0164, 10-16-33-32-03-0165, 10-16

LEGAL DESCRIPTION:

PART 1

LOT 1, ALLAN PARK SUBDIVISION, AS RECORDED IN MAP BOOK 5, PAGE 226, AND A PORTION OF LOT 1, ALLANWOOD SUBDIVISION AS RECORDED IN MAP BOOK 5, PAGE "A" (ALSO RECORDED IN MAP BOOK 5, PAGE 195), AND A PORTION OF LOT 16 ALLANDALE SUBDIVISION, AS RECORDED IN MAP BOOK 2, PAGE 65, (ALSO RECORDED IN MAP BOOK 12, PAGE 137), ALL BEING IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE, COMMENCE AT A NORTHEASTERLY CORNER OF CLARK PROFESSIONAL CENTER, RECORDED IN MAP BOOK 47, PAGE 200, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE WESTERLY RIGHT-OF-WAY LINE RIVERSIDE DRIVE, 50.00 FEET RIGHT-OF-WAY) WITH THE SOUTHERLY LINE OF LOT 2, AFORESAID ALLAN PARK; THENCE ALONG THE BOUNDARY OF THE CLARK PROFESSIONAL CENTER THE FOLLOWING COURSES: S63°47'08"W FOR A DISTANCE OF 199.63 FEET; THENCE N24°34'13"W FOR A DISTANCE OF 83.82 FEET FOR THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING ALONG THE BOUNDARY OF SAID CLARK PROFESSIONAL CENTER THE FOLLOWING COURSES: N24°34'13"W FOR A DISTANCE OF 85.97 FEET; THENCE S63°36'48"W FOR A DISTANCE OF 87.8 FEET; THENCE N24°33'32"W FOR A DISTANCE OF 93.14 FEET; THENCE N65°33'14"E FOR A DISTANCE OF 50.00 FEET; THENCE N24°33'32" FOR A DISTANCE OF 74.77 FEET; THENCE M42°57'05"W FOR A DISTANCE OF 190.97 FEET TO A POINT ON THE NORTHERLY LINE OF LOT 1, AFORESAID ALLAN PARK; THENCE ALONG THE BOUNDARY OF SAID LOT 1, AFORESAID RIVERSIDE DRIVE, THENCE N24°33'27"E TO THE WESTERLY RIGHT-OF-WAY LINE OF AFORESAID RIVERSIDE DRIVE, THENCE N24°33'27"E TO THE WESTERLY RIGHT-OF-WAY LINE OF AFORESAID RIVERSIDE DRIVE, THENCE S63°45'51"W FOR A DISTANCE OF 199.65 FEET TO THE POINT OF BEGINNING. THE ABOVE PARCEL CONTAINS 2.99 ACRES MORE OR LESS.

PART 2

ALL LANDS LYING EASTELY OF RIVERSIDE DRIVE AND TO THE MEAN HIGH WATER LINE OF THE HALIFAX RIVER WITH THE NORTH BOUNDARY OF LOT 1, ALLANWOOD SUBDIVISION AS RECORDED IN MAP BOOK 5, PAGE "A" (ALSO RECORDED IN MAP BOOK 15, PAGE 195), EXTENDED EASTELY TO THE MEAN HIGH WATER LINE AND THE SOUTH BOUNDARY OF LOT 1, ALLAN PARK SUBDIVISION, AS RECORDED IN MAP BOOK 10, PAGE 226, EXTENDED EASTELY TO THE MEAN HIGH WATER LINE OF SAID HALIFAX RIVER, ALL BEING IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT A NORTHEASTELY CORNER OF CLARK PROFESSIONAL CENTER, AS RECORDED IN MAP BOOK 47, PAGE 200, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID CORNER BEING THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF RIVERSIDE DRIVE (A 60.00 FEET RIGHT-OF-WAY) WITH THE SOUTHERLY LINE OF LOT 2, OF AFORESAID ALLAN PARK; THENCE N42°33'27"W ALONG THE RIGHT-OF-WAY LINE OF RIVERSIDE DRIVE FOR A DISTANCE OF 84.00 FEET TO THE NORTHEAST CORNER OF AFORESAID LOT 2; THENCE N63°34'49"E, CROSSING RIVERSIDE DRIVE FOR A DISTANCE OF 30.00 FEET TO EAST RIGHT-OF-WAY LINE OF RIVERSIDE DRIVE, AS SHOWN ON THE PLAT OF SAID ALLAN PARK, BEING THE POINT OF BEGINNING; THENCE N42°33'27"W ALONG THE SAID EAST RIGHT-OF-WAY LINE FOR A DISTANCE OF 45.66 FEET TO THE INTERSECTION WITH THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 1, ALLANWOOD; THENCE N63°34'41"E ALONG SAID EASTERLY EXTENSION FOR A DISTANCE OF 13.85 FEET TO THE EAST EDGE OF A COQUINA ROCK HEADWALL, AT THE MEAN HIGH WATER ELEVATION OF 1.27 FEET, NATIONAL GEODETIC DATUM OF 1929, ESTABLISHED ON DECEMBER 16, 1999; THENCE S25°31'36"E ALONG THE EASTERLY EDGE OF SAID WALL AND SAID MEAN HIGH WATER LINE FOR A DISTANCE OF 359.92 FEET; THENCE S18°06'10"E LEAVING SAID COQUINA ROCK SEA WALL AND CONTINUING ALONG SAID MEAN HIGH WATER LINE FOR A DISTANCE OF 37.75 FEET; THENCE S27°54'44"E FOR A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING; THENCE S27°54'44"E FOR A DISTANCE OF 2, OF ALLAN PARK; THENCE S63°43'49"E ALONG THE SAID EASTERLY EXTENSION FOR A DISTANCE OF 18.53 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAID RIVERSIDE DRIVE AND THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINS 1.73 ACRES MORE OR LESS.

THE ABOVE PARCEL CONTAINS 0.173 ACRES MORE OR LESS.

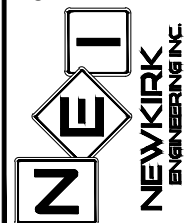
DATE	DESCRIPTION
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1230 North US1, Suite 3
Ormond Beach, Florida 32174
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www.Newtrk-Engineering.com

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L.C. # 26000584
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**EXHIBIT C: CONCEPTUAL
DEVELOPMENT PLAN**

CLARK PROFESSIONAL CENTER
"6th AMENDMENT" (LDC: Ch. 17, Sec. 180q(2)(a)).

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PROJECT No: 2020-225

DATE: OCTOBER 2020

DESIGN BY: HHN

DRAWN BY: CAR

全日型 (100%)	100%
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SCALE: 1" = 100'

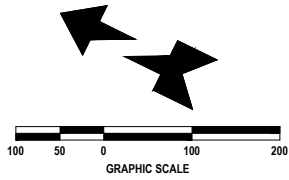
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154

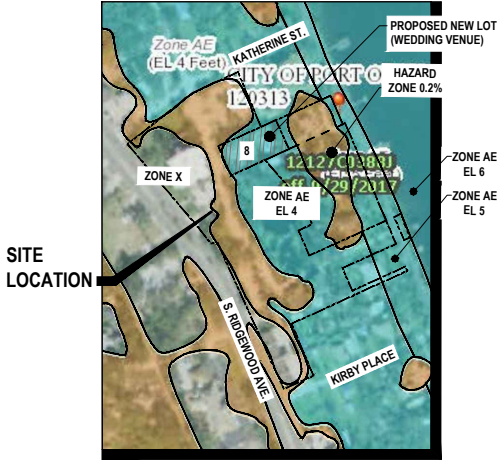
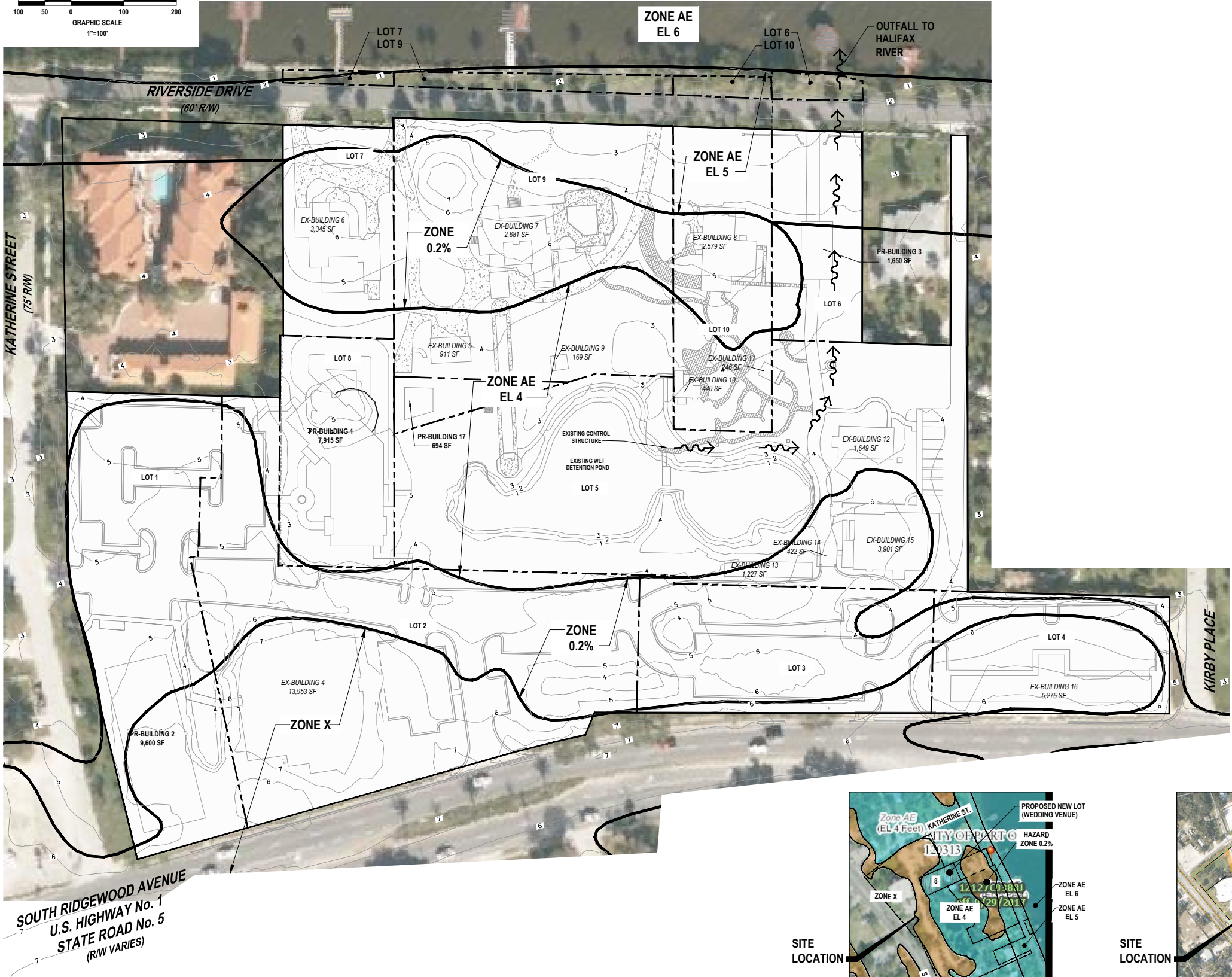
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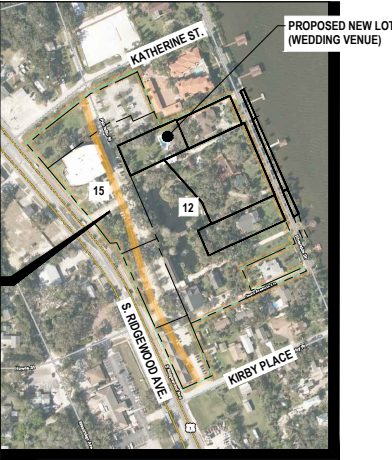
MASTER DEVELOPMENT AGREEMENT
CLARK PROFESSIONAL CENTER: 6TH AMENDMENT
PLANNED COMMERCIAL DEVELOPMENT



8-UNIT TOWNHOME DEVELOPMENT DESCRIBED IN THE 4th AMENDMENT TO THE CLARK PROFESSIONAL CENTER AND WEDDING CHAPEL MDA (OR 5923, PAGE 2315). THE 8-UNIT TOWNHOME DEVELOPMENT IS NOT SUBJECT TO THE 6th AMENDMENT TO THE CLARK PROFESSIONAL CENTER AND WEDDING CHAPEL.



FIRM MAP
SCALE: 1" = 300'



SOIL MAP
SCALE: 1" = 300'

REVISIONS	
DATE	DESCRIPTION

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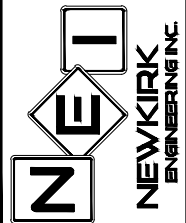


EXHIBIT C1: BASIN MAP
CONTOURS & FLOODZONES
CLARK PROFESSIONAL CENTER
"6th AMENDMENT" (LDC, Ch. 17, Sec. 18(g)(2)(a)).
PORT ORANGE, FL 32129

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PROJECT No:	2020-225
DATE:	OCTOBER 2020
DESIGN BY:	HHN
DRAWN BY:	CAB
CHECKED BY:	HHN
SCALE:	1" = 100'

DRAWING NUMBER

EX-C1



STAFF REPORT

Rezoning Single Family Residential (R-7SF) to Planned Commercial Development (PCD) and Sixth Amendment to the Clark Professional Center and Wedding Chapel PCD Master Development Agreement

CASE NO. 20-65000001

REQUEST:	To rezone three properties along Riverside Drive from Single-Family Residential (R-7SF) to Planned Commercial Development (PCD) and to approve the Sixth Amendment to the Clark Professional Center and Wedding Chapel PCD Master Development Agreement to incorporate the three properties into the existing wedding and event facility within the PCD
LOCATION:	5100, 5120, and 5128 Riverside Drive
OWNERS:	All Aboard Holdings, LLC; Allanwood Management, LLC; and Lois Clark Loesch
APPLICANT:	A. Joseph Posey Jr., Storch Law Firm
STAFF CONTACT:	Gwen Perney, Senior Planner (386) 506-5673
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	Recommended Approval (December 17, 2020)
CITY COUNCIL:	January 19, 2021

Introduction

The applicant, Joey Posey of Storch Law Firm, on behalf of the property owners, is requesting a rezoning of three properties at 5100, 5120, and 5128 Riverside Drive from Single-Family Residential (R-7SF) to Planned Commercial Development (PCD) along with the approval of the Sixth Amendment to the Clark Professional Center and Wedding Chapel PCD Master Development Agreement (MDA) and Conceptual Development Plan (CDP). If approved, the three properties will be incorporated into the existing PCD and the Amendment will set up the framework for future redevelopment of the three properties.

Figure 1. Location Map



Discussion

The applicant is proposing to rezone three properties along Riverside Drive, between Katherine Street and Jean Frances Lane from Single-Family Residential (R-7SF) to Planned Commercial Development (PCD) to incorporate them into the existing PCD for future expansion of The Estate on the Halifax event business on the PCD property. According to the Property Appraiser's office, the homes at 5100 and 5120 Riverside Drive were constructed in 1924 and the home at 5128 Riverside was constructed in 1910. The single-family homes are adjacent to the existing Clark Professional Center and Wedding Chapel PCD and over the years have been acquired by the current property owners as private residences.

The Estate on the Halifax business within the existing PCD property rents out venues and structures within the PCD such as the chapel, the railroad car, and the Tavern in the Garden for weddings, private parties, and corporate events. The property owners are proposing the Sixth Amendment to formally incorporate the three properties into the PCD area. The property owners are additionally proposing to create an additional lot, proposed Lot 8, behind the house at 5100 Riverside Drive. On the new lot (Lot 8), the property owner intends to develop a new event building as an additional venue for the Estate on the Halifax business. According to the property owners, their proposal of the Sixth Amendment to expand the Estate on the Halifax business is an indication of commitment from them to continue to maintain and improve their property within the Ridgewood Corridor. The businesses and offices within the existing PCD have been able to provide continuous services and rental space that attracts customers and visitors to the east side of Port Orange.

According to the property owners, the single-family homes on the three parcels will remain as residential dwellings until the current occupants no longer reside in the homes, or until the time the properties are redeveloped with a non-residential use. The houses are intended to be additional venue space for the Estate on the Halifax. The proposed Sixth Amendment establishes permitted uses for the three properties and includes bed and breakfast, wedding and meeting venues, craft food and beverage producer, and offices that support the Estate on the Halifax business. The Sixth Amendment provides language to ensure the single-family home structures remain on these properties and allows for general repairs and maintenance but states any exterior additions or modifications will be required to be compatible with the existing structure. Keeping the existing houses will maintain the residential compatibility with Riverside Drive while incorporating the properties into the existing PCD area.

All future development plans submitted will require detailed technical review by the Development Review Committee (SDRC) to determine all requirements in the Land Development Code (LDC) and the Clark Professional Center and Wedding Chapel MDA and associated Amendments 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.

A Future Land Use (FLU) Amendment application is running concurrently with the rezoning request (Case No. 20-20000004). The rezoning of the property to PCD will be compatible with the proposed FLU of *Commercial*. The surrounding land uses, FLU designations and zoning classifications are identified in Table 1 and graphically depicted in Figures 2 and 3.

Table 1. Surrounding Land Uses and Zoning

Direction	Existing Land Use	FLU Designation	Zoning District
North	Townhomes	Urban Medium Density Residential (4-8 units/acre)	Clark Professional Center and Wedding Chapel PCD
South	Access drive, office complex and wedding chapel	Office/Residential Transition	Clark Professional Center and Wedding Chapel PCD
East	Halifax River	Halifax River	Halifax River
West	Office complex and wedding chapel	Commercial	Clark Professional Center and Wedding Chapel PCD

Figure 2. Current and Proposed FLU Map

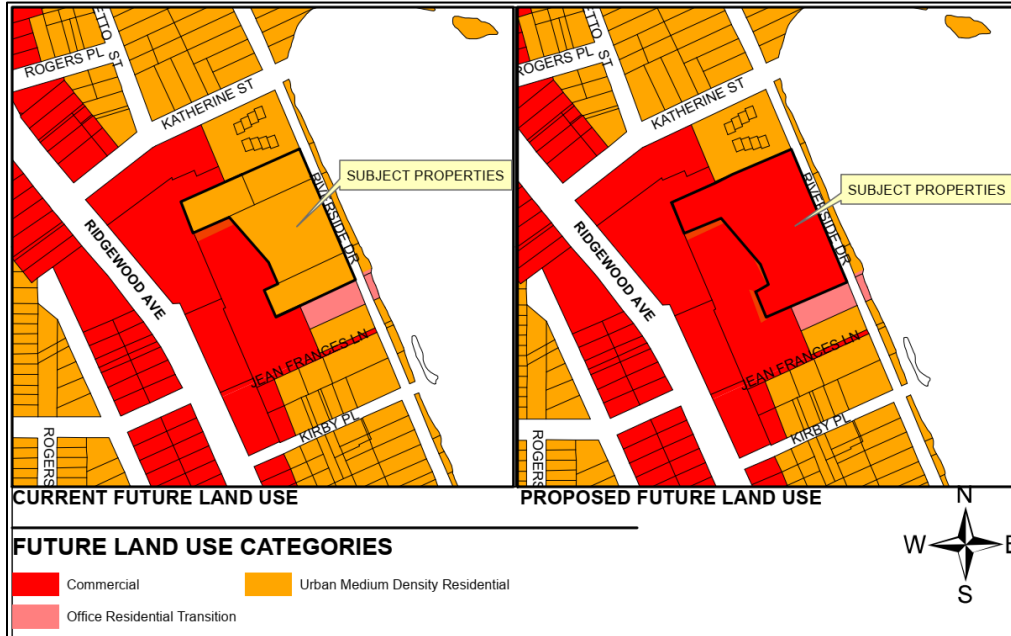
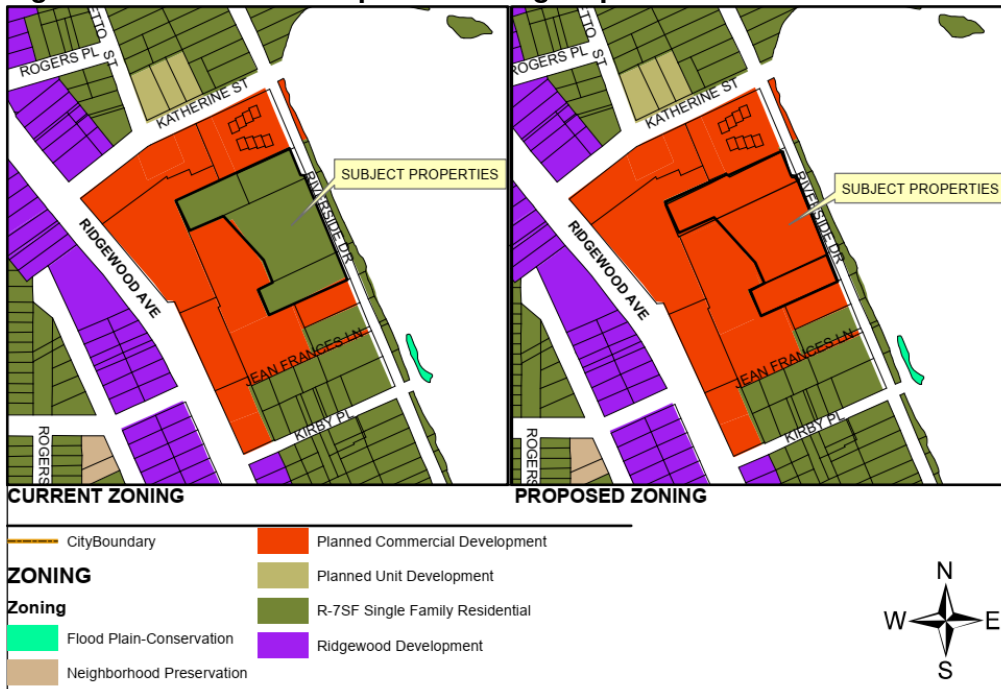


Figure 3. Current and Proposed Zoning Map

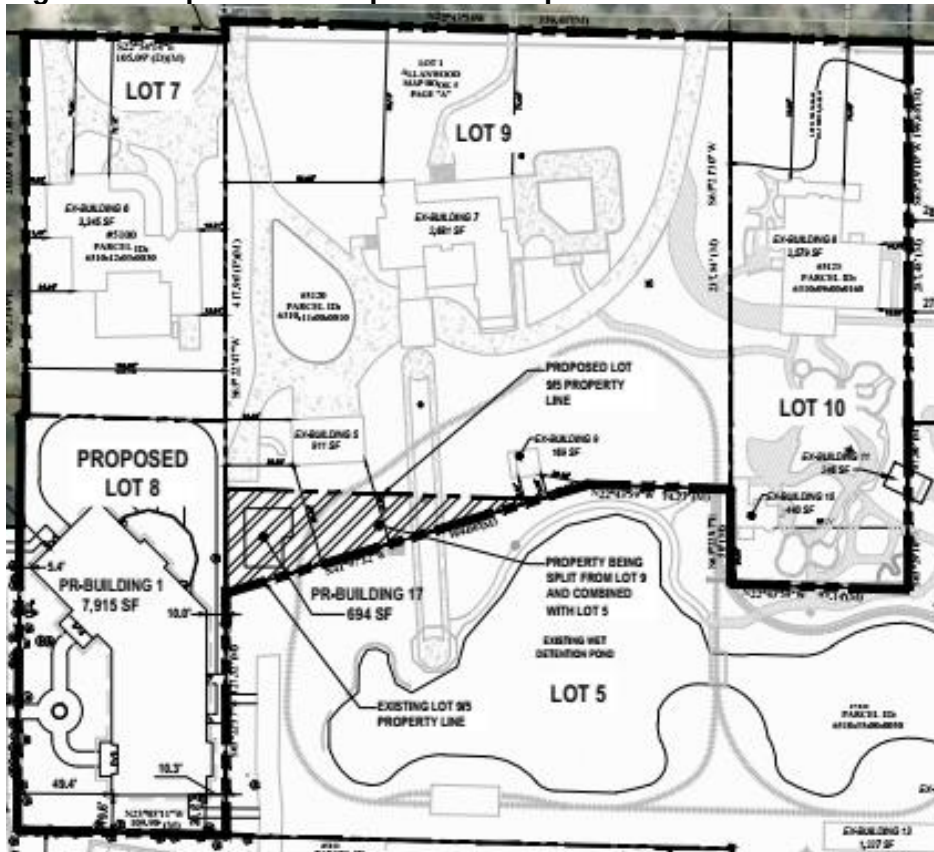


Sixth Amendment to the Clark Professional Center and Wedding Chapel PCD

The following is an analysis of the requested deviations from the Land Development Code (LDC) or changes to the Clark Professional Center and Wedding Chapel PCD Master Development Agreement (MDA) proposed in the Sixth Amendment.

The Sixth Amendment sets up the framework for the future anticipated development of the three properties to be rezoned including permitted uses, dimensional requirements, setbacks, and associated site improvements (see attached Exhibit 1 – Sixth Amendment to the MDA). The Conceptual Development Plan (CDP) is also proposed to be amended to depict the location of the lot configurations and future proposed development.

Figure 4. Proposed Conceptual Development Plan



Permitted Uses

The proposed permitted uses for the three properties are listed in Section 2.b. of the Sixth Amendment and include uses that are intended to support the existing Estate on the Halifax business. The proposed Sixth Amendment also states each property can continue to be used as a single-family residence until the property is redeveloped with a non-residential use. The Sixth Amendment adds that once a change of use occurs and the property has been converted to a non-residential use, it may not revert back into a single-family home. This provision will ensure consistency with the proposed *Commercial* FLU. The list of permitted uses includes: Bed and breakfast inn, Caretaker's residence, Craft food and beverage producer, House of worship, Offices, and Wedding gazebo and pavilion. The uses will only apply to the Sixth Amendment area and are intended to expand the event space offered by the Estate on the Halifax business. The proposed permitted uses are also compatible with the uses typically found within the Ridgewood Corridor.

Proposed Future Lot 8

The applicant is proposing with the Sixth Amendment to create an additional lot on the property located at 5100 Riverside Drive. The new lot would be located behind the home at 5100 Riverside Dr. (Lot 7), south of the existing parking lot along Katherine Street, and east of the existing 3-story office building. Lot 8 is intended to be created specifically for the construction of a new event building for the Estate on the Halifax business located on the west side of the existing lot, separate from the single-family home on the east side of the lot. The building is anticipated to be used as an additional wedding event venue but could also potentially have a craft brewery or distiller or other permitted uses that support events or weddings. Dimensional requirements for the Sixth Amendment area have been added to the MDA and are consistent with the lot dimensional requirements for the Ridgewood Development zoning district. Any future lots will need to meet or exceed the minimum lot width and minimum lot area established in the MDA. According to the applicant, the lot split is intended for the purposes of ownership.

The applicant is also proposing a future lot line shift between Lot 9 (5120 Riverside Drive) and existing Lot 5 that the existing Estate on the Halifax business is located on. According to the applicant, the proposed lot line shift is to accommodate a future ancillary building for the wedding venue. Shifting the lot line to locate the future building on Lot 5, would keep the ownership responsibility of the future building separate from the existing single-family home on Lot 9 until that property is proposed to be redeveloped with a non-residential use.

Figure 5. Proposed Lot Configuration



Architecture

It is the intent of the property owners to incorporate the existing homes along Riverside Drive into the PCD and maintain the visual consistency of the residential development along Riverside Drive. The architectural styles within the PCD incorporate a diverse mixture of modern and historical architectural styles such as Florida Vernacular and Mediterranean. Any future proposed buildings within the PCD property will be required to be designed to be compatible with the existing buildings within the PCD. As previously stated, the Sixth Amendment states that general repairs and maintenance are allowed to occur on the houses but any future additions or modernization of the structures for compliance with the Florida Building Code or accessibility requirements will be required to be compatible with the appearance of the existing structure.

Figure 6. 5100 Riverside Drive



Figure 7. 5120 Riverside Drive



Figure 8. 5128 Riverside Drive



Access and Parking

The three properties along Riverside Drive will continue to use the existing driveways along Riverside Drive for access as long as the use on the property remains single-family or used as a Bed and Breakfast. This is to ensure the limited use of vehicles on Riverside Drive if the Sixth Amendment is approved. If a change of use occurs and a property within the Sixth Amendment area is redeveloped with a non-residential use, driveway access to Riverside Drive for that property would be eliminated or blocked and required access to that property be provided through internal access drives or sidewalks that connect from the parking areas along Ridgewood Avenue.

Parking for the new event building on proposed Lot 8 will be located in the existing parking lots in the PCD that are accessible from Ridgewood Avenue and Katherine Street. The property owners state that because weddings and other private events are typically held during evenings and weekends on their property, there is not a conflict with shared parking with the office uses on the property. The Estate on the Halifax business is aware of the parking demand for events and can control this through the scheduling of events to prevent parking conflicts or shortage. The Estate on the Halifax business has a shared parking agreement in place currently between the wedding and event business and the 3-story office building on the property since the original MDA was adopted in 2000. The parking calculations have been updated on the CDP for the Sixth Amendment to show the required spaces for each lot and to designate the location of existing parking to be shared by all the uses within the PCD.

Policy Issues

There are two policy issues associated with the proposed Sixth Amendment. These policy issues are deviations from the current LDC requirements that may require further discussion.

1. **Side Building Setback for Lot 8:** The applicant is proposing a 5-foot side building setback for a corner of the proposed event building on Lot 8. The current MDA requires a 10-foot side building setback for buildings within the PCD. There is no standard non-residential zoning district that permits less than a 10-foot side building setback. The purpose of requiring minimum building setbacks is to ensure adequate space is provided for buffering between uses along external perimeter lot lines. However, as shown on the CDP, only a corner of the proposed building on Lot 8 is 5 feet from the internal lot line between Lot 2, while the majority of the proposed building exceeds the required 10-foot side building setback.

Lot 2 is within the existing PCD area and is currently developed with a parking lot that occupies Lots 1 and 2. The nearest adjacent structure to the proposed event building is the garage building for the adjacent townhome development and would be located approximately 54 feet from the proposed event building. If a building is constructed on Lot 1, it is required by a previous MDA Amendment to be built in the vacant grassed area near the intersection of Katherine Street and Ridgewood and would not conflict or be in close proximity with the proposed building on Lot 8 (See Figure 9). If the Amendment is approved and the proposed building is developed, the applicant will be required to provide a 5-foot minimum landscape buffer as per the LDC. The Sixth Amendment states a privacy fence will be required to be installed between the proposed event building and the townhome property to provide additional buffering in between the uses. Therefore, allowing the 5-foot side building setback on Lot 8 as shown on the CDP would not result in a situation where adequate space or landscaping is not provided for buffering between uses.

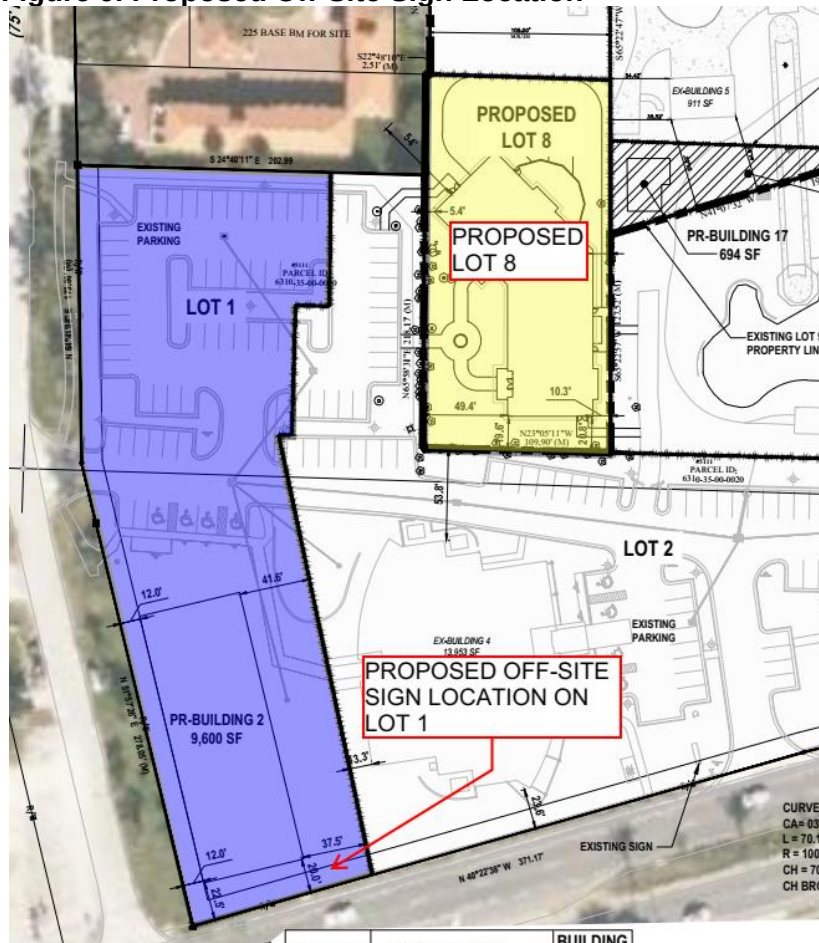
2. The current MDA allows signage for the buildings within the PCD as per the signage requirements in the LDC. The applicant is proposing in the Sixth Amendment to allow one

(1) multi-tenant freestanding sign on Lot 1 along Ridgewood Avenue. The uses within the Sixth Amendment area as well as any future tenants in the future building on Lot 1 would be allowed to have a tenant panel on the sign. The proposed sign would be required to be designed to meet the multi-tenant freestanding sign requirements (height, number of panels, landscaping, setbacks, and architectural design) as provided in the LDC.

The use of the sign by any use within the Sixth Amendment area would be considered off-site signage. Therefore, the applicant included in the Sixth Amendment to allow properties that are part of the Sixth Amendment to advertise on the off-site sign is due to their lack of access and visibility to Ridgewood Avenue. The applicant states that it is the intent of the property owners to use the off-site sign to advertise any future permitted uses within the Sixth Amendment area and to direct customers traveling along Ridgewood Avenue to the existing parking entrances along Ridgewood Avenue to access the Estate on the Halifax venues, and prevent the unnecessary use of Riverside Drive.

An example of a similar sign to the proposed off-site multi-tenant sign is the sign installed in front of Starbucks and Chipotle on Dunlawton Avenue that has 84 square-feet of sign area, 5 tenant panels, and off-site advertisement for Lowes. This off-site signage was approved through an MDA Amendment for the Gateway PCD because Lowes did not have direct frontage on Dunlawton Avenue after the outparcel for the Starbucks building was created.

Figure 9. Proposed Off-Site Sign Location



Consistency with the Comprehensive Plan

A Future Land Use (FLU) Amendment application is running concurrently with the rezoning request (Case No. 20-20000004). The rezoning of the property to PCD will be compatible with the proposed FLU of *Commercial* and is consistent with the general intent of the Comprehensive Plan. The proposed rezoning would support infill redevelopment of parcels within an existing built commercial area that is already served by public infrastructure (water, sewer, roads, and schools). The proposed development would expand the existing The Estate on the Halifax event complex and create a link from Ridgewood to the Halifax River in one unified development. This is consistent with a long-term Ridgewood Corridor Plan Strategy to create waterfront linkage zone along the corridor to capitalize on the proximity to the Halifax River and expand local businesses along the corridor.

Public Notice

A Public Notice sign was posted on the site on August 14, 2020. As of December 11, 2020, staff has received thirteen (13) phone calls, requesting general information regarding the proposed PUD Amendment. No concerns were stated regarding the proposed rezoning.

A neighborhood meeting was held on September 14, 2020 at The Estate on the Halifax, Tavern Building. According to the applicant's summary of the neighborhood meeting, questions from the residents that attended were regarding clarifications about the proposal and overall, the residents in attendance appeared to be positive about the proposed development.

Recommendation

Staff recommends approval of the rezoning of the subject properties from Single-family (R-7SF) to Planned Commercial Development (PCD) and approval of the Sixth Amendment to the Clark Professional Center and Wedding Chapel PCD Master Development Agreement and Conceptual Development Plan, subject to approval of the two policy issues and subject to the approval of the Future Land Use Amendment.

Exhibits

See Ordinance Exhibits



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 3/2/2021

Consent item: No

SUBJECT: (F16) Second 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

Robin FenwickCreated/Initiated - 2/15/2021

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)

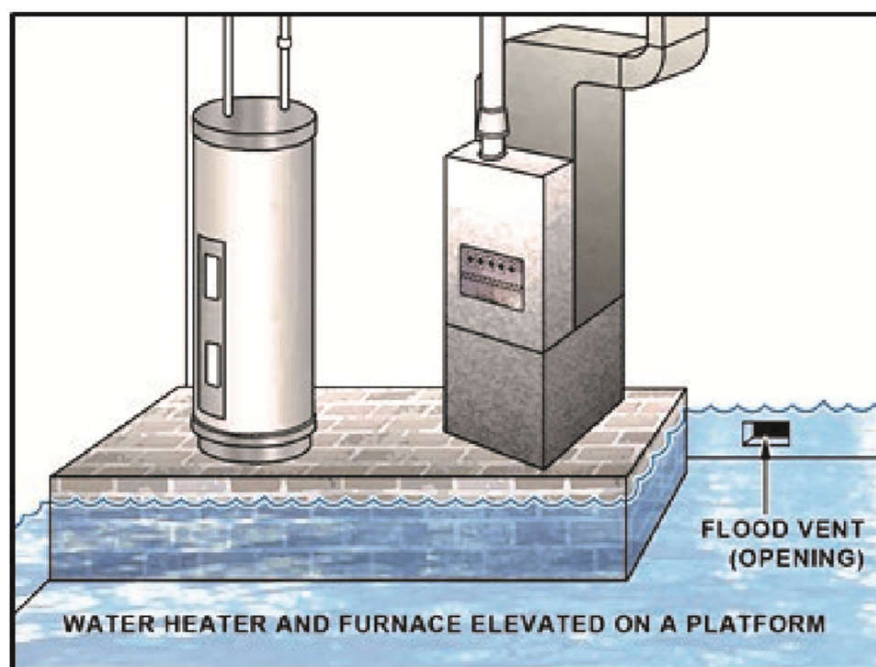


Figure 3 - Wet Floodproofing - Mechanical, plumbing and electrical systems, including plumbing fixtures, elevated to or above the BFE (Higher Regulatory Standard of BFE +1' in Port Orange)

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 3/2/2021

Consent item: No

SUBJECT: (F17) Second 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

Robin FenwickCreated/Initiated - 2/15/2021

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'	<u>68</u> '

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:

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

Signature
Printed Name _____

By: _____
Donald O. Burnette, Mayor

Signature
Printed Name _____

Signature
Printed Name _____

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

Signature
Printed Name _____

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:

Signature
Printed Name _____

By: _____
CALVIN LEE HINES

Signature
Printed Name _____

By: _____
CHARISSE MARIE HINES

Signature
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

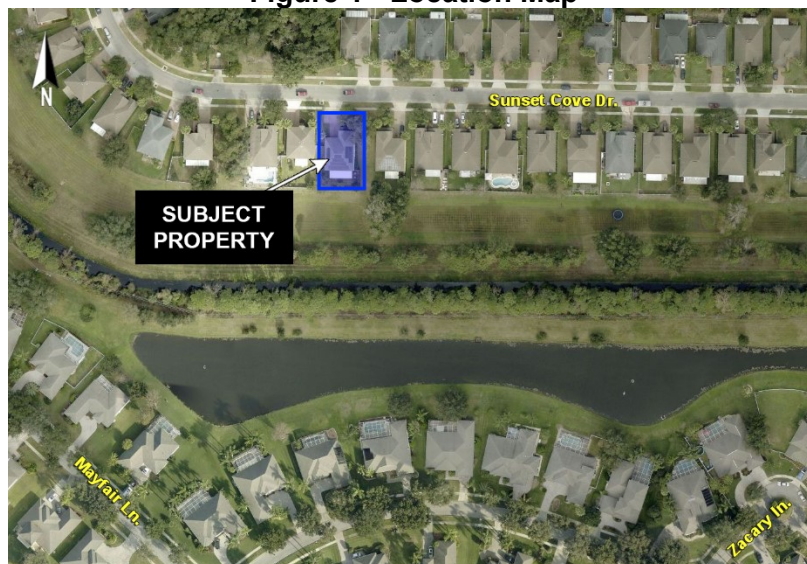
FIRST AMENDMENT TO THE SUNSET COVE PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT CASE NO. 20-40000006

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



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

MARCH 2, 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.

SUBJECT: (G18) Sign Code Update

DEPARTMENT: Community Development

GOAL: 3- Quality of Life & 4 - Economic Development

RECOMMENDED MOTION:

SUMMARY: Staff will be presenting a PowerPoint that provides an overview of the revisions Community Development has made to the Land Development Code as it relates to signage to address the Reed v. Town of Gilbert Supreme Court Case and update the City's sign code. Staff has prepared a sign code text amendment to eliminate content-based regulations and replace them with content-neutral regulations along with a streamlined code that no longer includes redundant, out-of-date, and/or inconsistent requirements and definitions. Prior to staff finalizing the draft and beginning the public hearing process (Planning Commission and City Council), staff wants to review some of the key changes and take feedback on other suggested changes.

Project No.: Funding Account No.:

Presenter: Tim Burman

ATTACHMENTS:

1.	PPT Sign Code Update	PPT Sign Code Update.pdf
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Tim Burman

Created/Initiated - 2/11/2021

Tim Burman
Jamie Miller
Robin Fenwick

Approved - 2/11/2021
Approved - 2/12/2021
Final Approval - 2/12/2021

NOTICES – PURSUANT TO SECTION 286.0105 OF THE FLORIDA STATUTES, IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE CITY COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT THIS PUBLIC MEETING OR HEARING, SUCH PERSON WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT, FOR SUCH PURPOSE, SUCH PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THE CITY DOES NOT PREPARE OR PROVIDE SUCH A RECORD.



FOR SPECIAL ACCOMMODATIONS, PLEASE NOTIFY THE CITY CLERK'S OFFICE (PHONE: 386-506-5563) AS FAR IN ADVANCE AS POSSIBLE, BUT PREFERABLY WITHIN 2 WORKING DAYS OF YOUR RECEIPT OF THIS NOTICE OR 5 DAYS PRIOR TO THE MEETING OR HEARING DATE.



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

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA), IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS AN ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT THE CITY CLERK FOR THE CITY OF PORT ORANGE, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129, TELEPHONE NUMBER 386-506-5563, CITYCLERK@PORT-ORANGE.ORG, AS FAR IN ADVANCE AS POSSIBLE, BUT PREFERABLY WITHIN 2 WORKING DAYS OF YOUR RECEIPT OF THIS NOTICE OR 5 DAYS PRIOR TO THE MEETING OR HEARING DATE. IF YOU ARE HEARING OR VOICE IMPAIRED, CONTACT THE RELAY OPERATOR AT 7-1-1 or 1-800-955-8771.

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

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

Updates to the Sign Code 3-2-21

1. Shift sign regulations from content-based to content-neutral but maintained permanent signage design and placement requirements (sign area, height, setback, materials, lighting, number, etc.)
2. Remove conflicting and unclear requirements and establish clear requirements.
3. Provide criteria and clear regulations for maintenance of signs
4. Provide flexibility for alternative types of signs not included in the current code.
5. Update requirements for Electronic Message Centers
6. Establish uniform requirement for number and placement of temporary signs and banners.

Content-Neutral Sign Regulations

Maximum Size/Height

Maximum Number Per

- Lot or Parcel
- Building
- Structure

Specific Sign Locations

- Visual Clearance Areas
- Setbacks or Spacing
- Zoning District (Residential or Nonresidential or Multi-Family)
- Corridor (Dunlawton or Ridgewood)

Materials, Lighting and Form

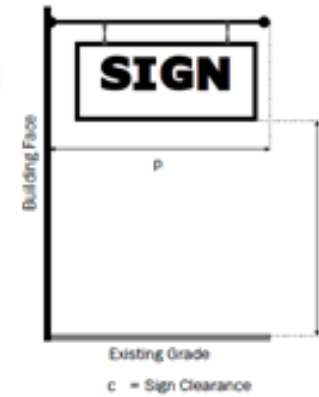
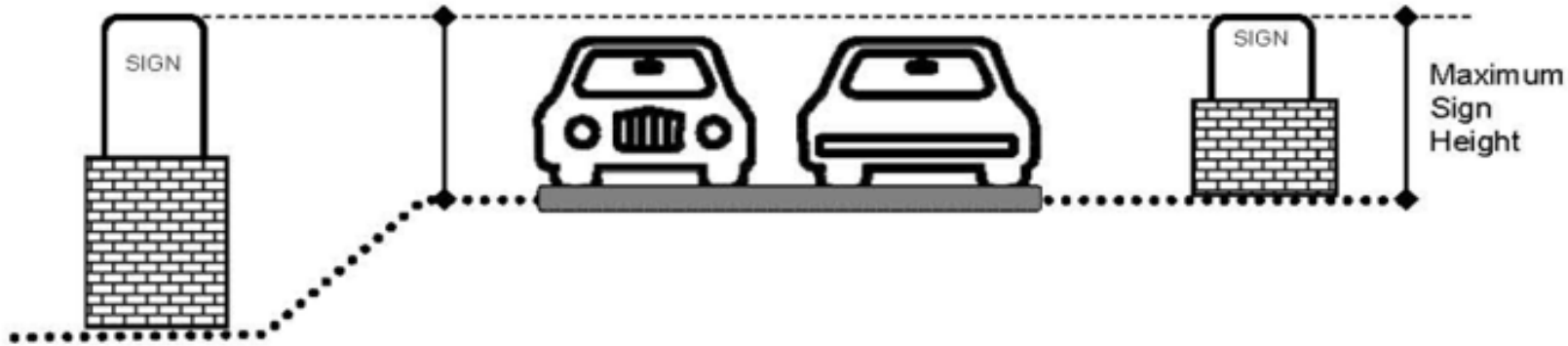
- Internal/External Lighting
- Flashing or Animation
- Neon
- Materials/Colors
- Monument or Pole Sign
- Cabinet or Channel Letter

Period of Use

- How long a sign can be posted
- No set timeframe provided sign is maintained

Maintenance/Upkeep of Sign

Establish Clear Requirements



Window Signs:

- A) Shall not exceed in aggregate sign area 25% of the window frame area
- B) Shall not be animated
- C) Window signs in conformance with this Title shall not reduce otherwise allowed signage
- D) Window signs include internal display of stock-in-trade if the display is located within 12in of a window and is visible from a public right of way







Electronic Message Centers (EMC)

CURRENT REQUIREMENTS

- Multi-tenant signs and gas station prices
- Each message shall be displayed for a minimum of 60 seconds
- Message shall occur simultaneously
- No flashing, dimming, or brightening of message
- Displayed copy shall not be animated, blinking, chasing, flashing, or have other moving effects.
- 25% of the allowed sign area can be EMC
- Pixel Pitch for Display EMC signs shall be no less than 16 MM

OPTIONS

- Remove from the Code
- Maintain and improve/update requirements
- Establish corridors where an EMC can be installed for any non-residential business
 - Dunlawton Avenue from Nova Road to I-95
 - Clyde Morris Boulevard from Dunlawton Ave to City Limits
 - Nova Road from Dunlawton Avenue to City Limits



Electronic Message Centers (EMC)

Code Requirements that could be maintained or added.

- Remain static and have a hold time of a minimum of 60 seconds.
- Content transitions shall be instantaneous, without any animation.
- Sensor or other device that can be programmed to automatically adjust the display's brightness according to ambient light conditions.
- Luminance (brightness) to be no more than 2,000 foot-lambert (fL) between sunrise and sunset.
- Illuminance shall not exceed 0.3 foot-candles over ambient lighting when measured at right-of-way line of property line.
- During nighttime hours and low light conditions, sign luminance (brightness) shall be between 90 and 200 foot-lambert (fL).
- How to measure illuminance to be consistent.
- Pixel pitch shall be no less than 8 MM.
- Front onto roadway and non-residential property.



Example of Temporary Sign Chart

USE	SIGN TYPE	MAXIMUM SIGN AREA	MAXIMUM NUMBER	REQUIRED SETBACK	MAXIMUM HEIGHT	DURATION	PERMIT
RESIDENTIAL AND MULTI-FAMILY	Small Yard Sign	5 sq. ft.	2**	5 ft.	4 ft.	N/A	No
	Large Yard Sign*	32 sq. ft.	1	5 ft.	8 ft.	Duration of marketing the lot for sale or development of an approved project	Yes
	Banner	N/A	N/A	N/A	N/A	N/A	No
NON-RESIDENTIAL	Small Yard Sign	5 sq. ft.	2 per parcel less then or equal to 5 acres in size and 4 per parcel greater then 5 acres in size **	5 ft.	4 ft.	N/A	No
	Large Yard Sign	32 sq. ft.	2	N/A	8 ft.	Duration of marketing of the lot for sale or development of an approved project	Yes
	Temporary Sign Cover***	Equal to permitted sign area for existing sign	1	Equal to existing sign		45 consecutive days per year	Yes
	Banner****	32 sq. ft.	1	N/A	20 ft.	45 days per year	Yes

* Minimum Lot Size is 2 acres

**Additional two (2) small yard signs, may be allowed between July 1st and August and between October 1st and the first Wednesday in November. The additional two (2) small yard signs shall be removed within three (3) days of the dates listed above.

***Temporary Sign Cover shall be fitted tightly and secured to the permanent sign to avoid movement in windy conditions.

**** Banners shall only be attached to buildings, knee walls or other approved permanent infrastructure, which is integrally attached to the primary structure.

Types of Temporary Signs Allowed



Temporary Signs Prohibited - Maintained from current code

- Off-premiums signs (yard sale, open house, businesses, offers, etc.)
- Signs in right-of-way, except for Public Signs
- Signs attached to utility poles, trees, public structures, etc.
- Feather flags, pennants, streamers, lighter than air objects, or other similar wind driven signs.



Direction from Council

- Continue to develop code requirements for alternative types of permanent signage.
 - ✓ Projecting wall sign
 - ✓ Sandwich board sign
 - ✓ Sign on private street/walk/parking light poles
 - ✓ Monument sign with substantial, decorative columns vs enclosed base monument sign.
 - ✓ Decorative string lights for outdoor dining
 - ✓ Post Panel Sign
 - ✓ Pole Hanging Blade Sign
- Continue to update Electronic Message Centers requirements
 - ✓ Illumination requirements to minimize impact
 - ✓ Establish consistent and updated measurement requirements
 - ✓ Allowed locations or corridors
 - ✓ Quality of EMC
- Continue to develop Temporary Sign scheduled as presented
 - ✓ Number, size, duration, limited time increase in number.
 - ✓ Do not change feather flags, pennants, streamers, lighter than air objects, or other similar wind driven signs being prohibited.

Next Steps

- March 2, 2021 – City Council Presentation
- March 25, 2021 – Planning Commission
- April 20, 2021 or May 4, 2021 – City Council 1st Reading
- May 18, 2021 or June 2, 2021 – City Council 2nd Reading (Tentative)



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 3/2/2021

Consent item: No

SUBJECT: (G19) Approval of contract with Waste Pro for RFP 21-01 Solid Waste Services

DEPARTMENT: Public Utilities

GOAL:

RECOMMENDED MOTION: Move to approve the contract for RFP #21-01 Solid Waste Collection and Disposal Services with Waste Pro of Florida Inc. based upon per unit pricing as outlined in the bid; authorize City Manager to approve any requested cost of living increase as outlined in RFP Scope of Work; subject to City Attorney and City Manager review and approval of final contract documents; and authorizing the Mayor and City Clerk to execute all contract documents.

SUMMARY: The City published a RFP #21-01 for Solid Waste Collection and Disposal services. The bid was awarded to Waste Pro of Florida, Inc. by City Council on February 16, 2021. Staff was authorized to negotiate the rate structure for commercial dumpster service. Staff has successfully negotiated the desired flat rate structure for commercial dumpster service, within the required parameters authorized by City Council. The bid also included alternate service levels that were provided to City Council at the February 23 Workshop. This contract does not opt for any of the alternates and maintains a 2-day-a-week service level.

This item is to approve the contract for solid waste collection services, including the commercial rates and the desired level of service. The contract will be for an initial term of 5 years with the option to renew for one 5-year period. The contract is based upon unit pricing as provided in the bid documents.

Project No.: Funding Account No.:

Presenter: Lynn Stevens

ATTACHMENTS:

1.	REVISED DRAFT Waste Pro Standard Contract 030121	REVISED DRAFT Waste Pro Standard Contract 030121.pdf
2.	Justification Memo Award RFP 21 01 Solid Waste Collection and Disposal council 3 2 2021	Justification Memo Award RFP 21 01 Solid Waste Collection and Disposal council 3 2 2021.pdf
3.	RFP 21 01 BID PKG Solid Waste Collection and Disposal Services	RFP 21 01 BID PKG Solid Waste Collection and Disposal Services.pdf

4.	Addendum-1 of 5 -RFP 21 01 Solid Waste Collection and Disposal Services	Addendum-1 of 5 -RFP 21 01 Solid Waste Collection and Disposal Services.pdf
5.	Addendum-2 of 5-RFP-21-01-Solid-Waste-Collection-11221	Addendum-2 of 5-RFP-21-01-Solid-Waste-Collection-11221.pdf
6.	Addendum-3 of 5 -RFP 21 01 Solid Waste Collection and Disposal Services	Addendum-3 of 5 -RFP 21 01 Solid Waste Collection and Disposal Services.pdf
7.	Addendum-4 of 5 -RFP-21-01-Solid-Waste-Collection	Addendum-4 of 5 -RFP-21-01-Solid-Waste-Collection.pdf
8.	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
9.	Schedule of Unit Prices - Residential	Schedule of Unit Prices - Residential.pdf
10.	Schedule of Unit Prices - Commercial Container Revised FINAL	RFP 21-01 Commercial Container Price Sheet Revised 2 18 21 (002).pdf
11.	WASTE PRO BID SUBMITTAL PART 2 Port Orange RFP #21-01 (1) Solid Waste Collection and Disposal	WASTE PRO BID SUBMITTAL PART 2 Port Orange RFP #21-01 (1) Solid Waste Collection and Disposal.pdf
12.	Waste Pro Proposal Part 1 Port Orange RFP #21-01 (1)	Waste Pro Proposal Part 1 Port Orange RFP #21-01 (1).pdf
13.	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
14.	NOTICE OF INTENT TO AWARD RFP Revised	NOTICE OF INTENT TO AWARD RFP Revised.docx

Julia Wiggins
 Kynah Cockcroft
 Lynn Stevens
 Lupe Reyna-Coffin
 Scott Neils
 Matthew Jones
 Jamie Miller
 Robin Fenwick

Created/Initiated - 2/19/2021
 Approved - 2/19/2021
 Approved - 2/19/2021
 Approved - 2/19/2021
 Approved - 2/19/2021
 Approved - 2/25/2021
 Approved - 2/25/2021
 Final Approval - 2/25/2021



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 **WASTE PRO OF FLORIDA, INC.**, a Florida corporation whose principal address is 2101 West SR434, 3rd Floor, Longwood, Florida 32779 ("Contractor"). The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

(a) The Contractor hereby agrees to provide the Base Proposal for Residential and Commercial City Solid Waste Services, excluding Alternate Proposals, pursuant to Request for Proposal 21-01 ("RFP 21-01"). This Contract together with RFP 21-01, Addendum No. 1, Addendum No. 2, Addendum No. 3, Addendum No. 4, Addendum No. 5, 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. In the event of a conflict between RFP 21-01 and any Addendum referenced herein, the Addendum shall supersede RFP 21-01. For convenience, Section 3, Scope of Services, Addendum No. 1, Addendum No. 2, Addendum No. 3, Addendum No. 4, and Addendum No. 5, from RFP 21-01, and the Schedule of Unit Pricing as submitted by Contractor in Contractor's Proposal, are attached hereto as **Exhibit "1"**. A complete copy of RFP 21-01, Addendums, 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 May 1, 2021 and shall continue until October 31, 2026 ("Initial Term"). Pursuant to RFP 21-01, the period of time between May 1, 2021 and October 31, 2021, is intended to provide the Contractor with sufficient time to implement a Transition Plan, if necessary. For purposes of clarification, the Contract anniversary date shall be defined as November 1st of each year.

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 unit prices as set forth in Exhibit "1," attached hereto, in an amount not to exceed the appropriated budget per fiscal year, commencing November 1, 2021 and continuing until October 31, 2026, and upon mutual written agreement of renewal term. 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.

<i>Standard Insurance Requirements</i>			
	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.	<u>Contract Amount</u> Up to \$10 million <u>Limits</u> \$10 - \$20 million Statutory/\$500,000 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)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$1,000,000 occurrence \$1,000,000 aggregate	☐ When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
☒	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	<u>Limits:</u> Auto Liability Body Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate	
Additional Insurance Requirements			
☐	Property Insurance Builders Risk. <u>Additional Coverage:</u>	<u>Limits:</u> Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☐	Professional Liability	<u>Limits:</u> Coverage - \$1,000,000	
☐	Installation Floater (IT)	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	
☒	Contractor Pollution Liability	<u>Limits:</u> Coverage - \$1,000,000	
☐	Errors and Omissions	<u>Limits:</u> Coverage - \$1,000,000	
☐	Umbrella Policy	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	
☒	Payment and Performance Bond Required	<u>Limits:</u> Coverage - Equal to amount of Contract.	
☐	City Manager waives Payment and Performance Bond for work under \$25,000.00.		
☐	Unless otherwise required by law, City Manager waives Insurance for 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 Contractor's expense.

20. Inspection

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

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

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

21. 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: Waste Pro of Florida, Inc.
Attention: Sean Michael Jennings, President
2101 West SR434
3rd Floor
Longwood, Florida 32779
(407) 401-6771 – Telephone
esankey@wasteprousa.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]

WASTE PRO OF FLORIDA, INC.

Witnesses:

By: _____

Sean Michael Jennings, President

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

Printed Name: _____

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this _____ day of _____, 2021, by Sean Michael Jennings, as President of Waste Pro of Florida, Inc., a Florida corporation. He is ___ personally known or ___ produced _____ as identification.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Donald O. Burnette, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 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:

EXHIBIT “1”

Contractor's Unit Price List and Section 3 of RFP 21-01

Consisting of 50 Pages



"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



**"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 B	Quantity of Customers	Monthly Cost per Customer	EXTENDED AMOUNT
1	2 yd dumpster 1x per week	97	\$ 43.39	\$4,208.83
2	2 yd dumpster 2x per week	34	\$ 86.77	\$2,950.18
3	2 yd dumpster 3x per week	11	\$ 130.16	\$1,431.76
4	2 yd dumpster 4x per week	0	\$ 173.55	\$0.00
5	2 yd dumpster 5x per week	0	\$ 216.93	\$0.00
6	2 yd dumpster 6x per week	1	\$ 260.32	\$260.32
7	2 yd dumpster 7x per week	0	\$ 303.71	\$0.00
8	4 yd dumpster 1x per week	80	\$ 86.77	\$6,941.60
9	4 yd dumpster 2x per week	45	\$ 173.55	\$7,809.75
10	4 yd dumpster 3x per week	23	\$ 260.32	\$5,987.36
11	4 yd dumpster 4x per week	7	\$ 347.09	\$2,429.63
12	4 yd dumpster 5x per week	2	\$ 433.87	\$867.74
13	4 yd dumpster 6x per week	2	\$ 520.64	\$1,041.28
14	4 yd dumpster 7x per week	1	\$ 607.41	\$607.41
15	6 yd dumpster 1x per week	25	\$ 130.16	\$3,254.00

16	6 yd dumpster 2x per week	39	\$ 260.32	\$10,152.48
17	6 yd dumpster 3x per week	36	\$ 390.48	\$14,057.28
18	6 yd dumpster 4x per week	2	\$ 520.64	\$1,041.28
19	6 yd dumpster 5x per week	2	\$ 650.80	\$1,301.60
20	6 yd dumpster 6x per week	1	\$ 780.96	\$780.96
21	6 yd dumpster 7x per week	0	\$ 911.12	\$0.00
22	8 yd dumpster 1x per week	15	\$ 173.55	\$2,603.25
23	8 yd dumpster 2x per week	52	\$ 347.09	\$18,048.68
24	8 yd dumpster 3x per week	28	\$ 520.64	\$14,577.92
25	8 yd dumpster 4x per week	12	\$ 694.19	\$8,330.28
26	8 yd dumpster 5x per week	2	\$ 867.73	\$1,735.46
27	8 yd dumpster 6x per week	2	\$ 1,041.28	\$2,082.56
28	8 yd dumpster 7x per week	1	\$ 1,192.39	\$1,192.39
			TOTAL BASE BID (Part B):	\$113,694.00
	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		

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 indiameter.

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 = $(458.722 - 447.129) \div 447.129 = 2.59\%$

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 Manager 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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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://pctrust.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)
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16.Link to Requested Attachment Information:

<https://portorange.sharepoint.com/:f:/g/EqU6B0AKo3tKovwcVoxDKw8BsYB4VeFacnIHhdyBGI9Fg?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: E-waste 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 RFP?

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 totes 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
☒	<u>Workers' Compensation</u> The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept elective exemptions. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit Form Exhibit.	<u>Contract Amount</u> Up to \$10 million \$10 - \$20 million Contracts over \$20 million To Be Determined by the City.	<u>Limits</u> Statutory/\$500,000 Statutory/\$1,000,000	☐ If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐ If vessels involved, Jones Act coverage with limits of \$500,000 required.

☒	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$1,000,000 occurrence \$1,000,000 aggregate	☐ When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
☒	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	<u>Limits:</u> Auto Liability Body Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate	
Additional Insurance Requirements			
☐	Property Insurance Builders Risk. <u>Additional Coverage:</u>	<u>Limits:</u> Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☐	Professional Liability	<u>Limits:</u> Coverage - \$1,000,000	
☐	Installation Floater (IT)	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	
☐	Contractor Pollution Liability	<u>Limits:</u> Coverage - \$1,000,000	
☐	Errors and Omissions	<u>Limits:</u> Coverage - \$1,000,000	
☐	Umbrella Policy	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	
☒	Payment and Performance Bond Required	<u>Limits:</u> Coverage - Equal to amount of Contract.	
☐	City Manager waives Payment and Performance Bond for work under \$25,000.00.		
☐	Unless otherwise required by law, City Manager waives Insurance for 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 Contractor's expense.

20. **Inspection**

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

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

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

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

21. 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:

Printed Name: _____

Printed Name: _____

By: _____

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

Date: _____

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:

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: Waste Pro of Florida, Inc.
Principal Business Address: 2101 West SR434
3rd Floor
Longwood, Florida 32779
Contact Person: Sean Michael Jennings, President
Phone Number: (407) 401-6771

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: \$4,974,696.00

City Case/Project No. RFP 21-01 Solid Waste Services

Description of Work: RFP 21-01 Solid Waste Services

Project Location: Various locations, Port Orange, Volusia County, Florida

Legal Description: Various locations, Port Orange, Volusia County, Florida

Front Page

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

Insituform Technologies, LLC
RFP 21-01 Solid Waste Services

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, **Waste Pro of Florida, 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 **FOUR MILLION NINE HUNDRED SEVENTY-FOUR THOUSAND SIX HUNDRED NINETY-SIX AND 00/100 DOLLARS (\$4,974,696.00)**, 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 Piggyback Agreement having an effective date of _____, entered into by and between the Principal and the City, for solid waste services, 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:

Waste Pro of Florida, Inc.
(Principal)

(As to Corporate Principal) Secretary

By: _____
Sean Michael Jennings, 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 & Utilities Department

TO: Jamie Miller, Interim City Manager

FROM: Lynn Stevens, Public Works & Utilities Director

DATE: February 25, 2021

SUBJECT: Contract Approval for RFP #21-01, Solid Waste Collection and Disposal Services to Waste Pro of Florida Inc.

REQUEST:

The Public Works & Utilities Department is requesting City Council approve the contract for services to Waste Pro of Florida, Inc. ("Waste Pro") at the unit prices provided in RFP#21-01, Solid Waste Collection and Disposal Services the bid documents.

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. City council awarded the bid to Waste Pro of Florida Inc. as the lowest responsive bidder.

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 was

presented to Council at the February 23, 2021 workshop. The direction provided was to continue with the same level of service as outlined in the base bid (2 days per week for residential residents).

The contract is based on unit pricing. Based on the number of residential and commercial customers listed in the bid documents at the time of the release, the estimated annual expenditure is \$5,048,329, an increase of just over 1% compared to the 2021 cost.

The contract period is for five years. The vendor has the opportunity to request a price adjustment annually based upon the then current CPI, pursuant to the terms of the RFP. Staff is requesting City Council authorize City Manager to approve any requested cost of living increase as outlined in RFP Scope of Work. The previous contract included cost increases twice per year, the new contract allows for one increase per year. The new services as provided in the contract will begin November 1, 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 approve the contract for services to Waste Pro of Florida, Inc. ("Waste Pro") at the unit prices provided in RFP#21-01, Solid Waste Collection and Disposal Services the bid documents.

ANTICIPATED SCHEDULE:

- a.) Council Approval of Final Contract: March 2, 2021
- b.) New service based on award to begin November 1, 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 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.

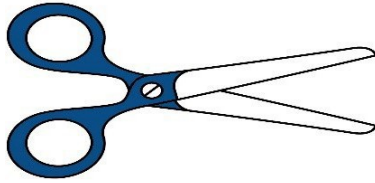
NO proposal shall be withdrawn for a period of one hundred twenty (120) days subsequent to the proposal opening without the consent of the City of Port Orange, Florida.

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**

[Remainder of this page left intentionally blank]



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 business descriptions.
- (b) Failure to perform according to contract provisions.
- (c) Conviction in a court of law of any criminal offense in connection with the conduct of business.
- (d) Evidence of a violation of any federal or state antitrust law based on the submission of 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.

[Remainder of this page left intentionally blank]

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 indiameter.

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]

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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 = $(458.722 - 447.129) \div 447.129 = 2.59\%$

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 Manager 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.

[Remainder of this page left intentionally blank]

SECTION 5 – GENERAL TERMS AND CONDITIONS

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

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

1. 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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<i>Standard Insurance Requirements</i>			
	Insurance	Standards	Additional Requirements
☐ Required	<u>Workers' Compensation</u> The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept elective exemptions. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A).	<u>Contract Amount Limits</u> Up to \$10 million Statutory/\$500,000 \$10 - \$20 million Statutory/\$1,000,000 Contracts over \$20 million to be determined by the City.	☐ If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐ If vessels involved, Jones Act coverage with limits of \$500,000 required.
☐ Required	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$1,000,000 occurrence \$1,000,000 aggregate	☐ When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
☐ Required	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	<u>Limits:</u> Auto Liability Body Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate	
<i>Additional Insurance Requirements</i>			
☐	Property Insurance Builders Risk. <u>Additional Coverage:</u>	Limits: Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☐	Professional Liability	Limits: Coverage - \$1,000,000	
☐	Installation Floater (IT)	Limits: Coverage - \$ <u>To be determined.</u>	
☐	Contractor Pollution Liability	Limits: Coverage - \$1,000,000	
☐	Errors and Omissions	Limits: Coverage - \$1,000,000	
☐	Umbrella Policy	Limits: Coverage – \$ <u>To be determined.</u>	
☐ Required	Payment and Performance Bond Required	Limits: Coverage - Equal to amount of Contract.	
☐	City Manager 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 LATE WITHDRAWALS

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

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 OF IRREGULARITIES

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

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 bylaw.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized bylaw.
- 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 be given.

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, 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 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.

<u>EVALUATION CRITERIA FOR WRITTEN PROPOSALS</u>	<u>CATEGORY SCORE</u>
<i>EXECUTIVE SUMMARY.....</i>	<i>(15 points)</i>
<i>PROJECT MANAGEMENT PLAN.....</i>	<i>(25 points)</i>
<i>PROPOSAL COST.....</i>	<i>(40 points)</i>
<i>CORPORATE OVERVIEW AND REFERENCES</i>	<i>(20 points)</i>
<i>Total Maximum Points</i>	<i>(100 points)</i>
<i>BONUS POINTS: Local Preference per Ordinance Sec. 2-275</i>	
<i>Port Orange Business eight percent of available points (8 points)</i> <i>Volusia County Business five percent of available points (5 points)</i> <i>Florida Business three percent of available points (3 points)</i>	

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

TELEPHONE NUMBER / FAXNUMBER

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 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 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 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.

STATE OF _____
COUNTY OF _____

Name of Business
By: _____
Printed Name: _____
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 6 above 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 AUTHORIZED AGENT)

PRINTED SIGNATURE: _____

TITLE: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE: _____ FAX: _____

COMPLETION TIME: _____

F.E.I.N. NUMBER: _____

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

NO PROPOSAL (REASON): _____

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.

STATE OF _____
COUNTY OF _____

Name of Business

By: _____

Printed Name: _____

Title: _____

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.

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 provided herein.

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

This document must be completed and returned with your Submittal.

FORM 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): _____

BUSINESS 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				
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 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 ContainerQuantity of
CustomersMonthly 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

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

ITEM

DESCRIPTION - PART A Alternate 2 - Once
Per Week - Vendor Provided ContainerQuantity of
CustomersMonthly 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:

LEASED EMPLOYEE AFFIDAVIT

EXHIBIT CONTRACT # _____

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

OR

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

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

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

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

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

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

I hereby attest that the information provided in this affidavit is accurate. In addition, I certify that I have read and understand the above statements regarding my responsibility under the Workers' Compensation coverage.

Name of Contractor: _____

Signature of Owner/Officer: _____

Title: _____ Date: _____

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)

WITNESSES:

SURETY:

Attorney-in-Fact (signature)

Name & Title

Name of Local Resident Agent

City, State, Zip

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

ATTEST:

Signature

Corporate Secretary (Affix Corporate Seal)

STATE OF _____
COUNTY OF _____

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

Signature of Affiant

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

NOTARY PUBLIC – STATE OF

Type or print name: _____

Commission No.: _____

Commission Expires: _____

(Seal)

.....
END OF BID BOND

This document must be completed and returned with your Submittal

PERFORMANCE & PAYMENT BOND

RETURN RECORDED DOCUMENT TO:

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

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.

(Capital Projects)
[MTR/sal 2016-02-26]

Page 1 of 2
Public Construction Bond

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

Attest:

(Name of Principal)

(As to Corporate Principal) Secretary

By: _____

Name/Title: _____

(Witness to Principal)

(Corporate Seal)

(Surety)

(Witness to Surety)

By: _____

Name: _____

(Attorney-in-Fact)

(Corporate Seal)

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

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



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://pctrust.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)
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16. Link to Requested Attachment Information:

<https://portorange.sharepoint.com/:f:/g/EqU6B0AKo3tKovwcVoxDKw8BsYB4VeFacnIHhdyBGI9Fg?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: E-waste 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 RFP?

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 totes 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
☒	<u>Workers' Compensation</u> The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept elective exemptions. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit Form Exhibit.	<u>Contract Amount</u> Up to \$10 million \$10 - \$20 million Contracts over \$20 million To Be Determined by the City.	<u>Limits</u> Statutory/\$500,000 Statutory/\$1,000,000	☐ If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐ If vessels involved, Jones Act coverage with limits of \$500,000 required.

☒	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$1,000,000 occurrence \$1,000,000 aggregate	☐ When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
☒	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	<u>Limits:</u> Auto Liability Body Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate	
Additional Insurance Requirements			
☐	Property Insurance Builders Risk. <u>Additional Coverage:</u>	<u>Limits:</u> Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☐	Professional Liability	<u>Limits:</u> Coverage - \$1,000,000	
☐	Installation Floater (IT)	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	
☐	Contractor Pollution Liability	<u>Limits:</u> Coverage - \$1,000,000	
☐	Errors and Omissions	<u>Limits:</u> Coverage - \$1,000,000	
☐	Umbrella Policy	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	
☒	Payment and Performance Bond Required	<u>Limits:</u> Coverage - Equal to amount of Contract.	
☐	City Manager waives Payment and Performance Bond for work under \$25,000.00.		
☐	Unless otherwise required by law, City Manager waives Insurance for 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:	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



**"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 B	Quantity of Customers	Monthly Cost per Customer	EXTENDED AMOUNT
1	2 yd dumpster 1x per week	97	\$ 43.39	\$4,208.83
2	2 yd dumpster 2x per week	34	\$ 86.77	\$2,950.18
3	2 yd dumpster 3x per week	11	\$ 130.16	\$1,431.76
4	2 yd dumpster 4x per week	0	\$ 173.55	\$0.00
5	2 yd dumpster 5x per week	0	\$ 216.93	\$0.00
6	2 yd dumpster 6x per week	1	\$ 260.32	\$260.32
7	2 yd dumpster 7x per week	0	\$ 303.71	\$0.00
8	4 yd dumpster 1x per week	80	\$ 86.77	\$6,941.60
9	4 yd dumpster 2x per week	45	\$ 173.55	\$7,809.75
10	4 yd dumpster 3x per week	23	\$ 260.32	\$5,987.36
11	4 yd dumpster 4x per week	7	\$ 347.09	\$2,429.63
12	4 yd dumpster 5x per week	2	\$ 433.87	\$867.74
13	4 yd dumpster 6x per week	2	\$ 520.64	\$1,041.28
14	4 yd dumpster 7x per week	1	\$ 607.41	\$607.41
15	6 yd dumpster 1x per week	25	\$ 130.16	\$3,254.00

16	6 yd dumpster 2x per week	39	\$ 260.32	\$10,152.48
17	6 yd dumpster 3x per week	36	\$ 390.48	\$14,057.28
18	6 yd dumpster 4x per week	2	\$ 520.64	\$1,041.28
19	6 yd dumpster 5x per week	2	\$ 650.80	\$1,301.60
20	6 yd dumpster 6x per week	1	\$ 780.96	\$780.96
21	6 yd dumpster 7x per week	0	\$ 911.12	\$0.00
22	8 yd dumpster 1x per week	15	\$ 173.55	\$2,603.25
23	8 yd dumpster 2x per week	52	\$ 347.09	\$18,048.68
24	8 yd dumpster 3x per week	28	\$ 520.64	\$14,577.92
25	8 yd dumpster 4x per week	12	\$ 694.19	\$8,330.28
26	8 yd dumpster 5x per week	2	\$ 867.73	\$1,735.46
27	8 yd dumpster 6x per week	2	\$ 1,041.28	\$2,082.56
28	8 yd dumpster 7x per week	1	\$ 1,192.39	\$1,192.39
			TOTAL BASE BID (Part B):	\$113,694.00
	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		

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 acquisition	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 footprint. 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 schedule 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*



Randy Bue
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



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



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



"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 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

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 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	Jan 1. 2005	Exclusive Franchise	residential garbage, bulk, yard waste & recycling	34,869
	Assistant City Manager			Commercial containers	
	386-878-8852			Roll off	
	mcooper@deltonafl.gov				
Daytona Beach	Andrew Holmes	Oct. 1 2007	Exclusive Franchise	residential garbage, bulk, yard waste & recycling	19,016
	Public Works Director			Commercial containers	
	386-671-8750			Roll off	
	holmesandrew@codb.us			Special Event Services	
Ormond Beach	Kevin Gray	Oct. 1 2007	Exclusive Franchise	residential garbage, bulk, yard waste & recycling	17,542
	Deputy Public Works Director			Commercial containers	
	386-676-3577			Roll off	
	kevin.gray@ormondbeach.org			Transfer Station	
New Smyrna Beach	Khalid Resheidat	Oct. 1 2007	Exclusive Franchise	residential garbage, bulk, yard waste & recycling	15,969
	City Manager			Commercial containers	
	386-410-2610			Roll off	
	kresheidat@cityofnsb.com			Special Event Services	

Detailed Financial Statement

Waste Pro shall provide a detailed financial statement upon request by the City.



TAB J – REQUIRED FORMS

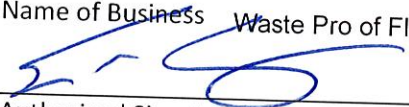
Include all required City of Port Orange forms. FAILURE TO PROVIDE ALL INFORMATION listed on each form may result in the rejection of your proposal or a reduction in evaluation points. Required forms include:

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

TELEPHONE NUMBER / FAX NUMBER

59-3701785

FEDERAL IDENTIFICATION #

ESankey@wasteprousa.com

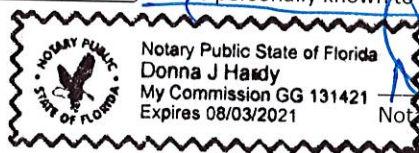
E-MAIL ADDRESS

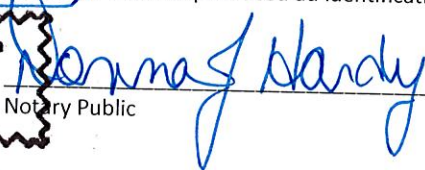
STATE OF Florida COUNTY OF Seminole

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

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

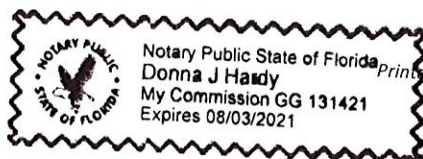
COUNTY OF Seminole

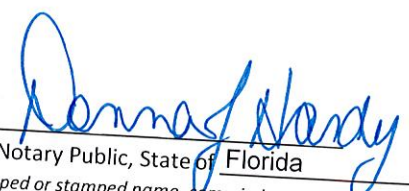
Sworn to (or affirmed) and subscribed before me this 25 day of January, 2021, by
Erik Sankey (NAME), as Regional Vice President (TITLE) of
Waste Pro of Florida, Inc. (NAME OF ORGANIZATION) and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.




Notary Public, State of Florida
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 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 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 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.

Waste Pro of Florida, Inc.

Name of Business

By: [Signature]

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

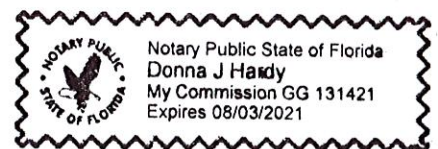


has produced _____ as identification.

[Signature]
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal



FORM 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: [Signature]

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.



[Signature]
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 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 AUTHORIZED AGENT)

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

COMPLETION TIME: _____

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.

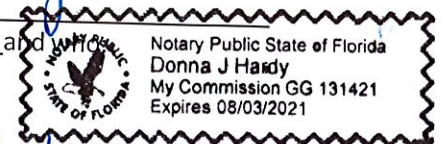
STATE OF Florida
COUNTY OF Seminole

Waste Pro of Florida, Inc.
Name of Business
By: [Signature]
Printed Name: Erik Sankey
Title: Regional Vice President

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.

[Notary: Please select one]

- ☒ is personally known to me or
☐ has produced as identification.



[Signature]
Notary Public, State of Florida
Printed, typed or stamped name, commission
and expiration: 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 home:
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 home:
Contract Amount: _____
Start/End Date of Contract: October 1, 2014 - present

This document must be completed and returned with your Submittal.

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 provided herein.

	Contact Name	Phone	Current Client? Y or N	Number of years' service provided	Description 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 ServicesBUSINESS NAME: Waste Pro of Florida, Inc. CONTACT PERSON/TITLE: Erik Sankey, Regional Vice President 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): 59-3701785BUSINESS STRUCTURE: ☒ Corporation _____ Partnership _____ Proprietorship _____

Other (Specify): _____

PHONE NUMBER: 407-774-0800 FAX: 407-786-0800EMAIL: 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 SankeyTitle: Regional Vice PresidentSTATE OF FloridaCOUNTY 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:

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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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

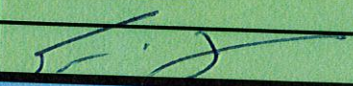
Solid Waste Collection Services

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 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



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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

January 20, 2021

Telephone: 404-302-3838
Fax: 404-224-5001
Website: www.willistowerswatson.com
E-mail: lisa.pless@WillisTowersWatson.com

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

BID BOND

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)

WITNESSES:

NA
NA

ATTEST: Ann Hamby

Ann Hamby
Signature
Corporate Secretary (Affix Corporate Seal)

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

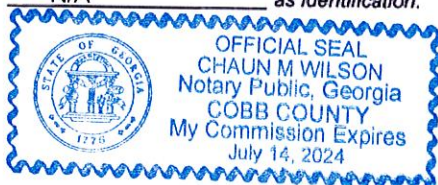
STATE OF Georgia

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.



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

Anthony R. Slimowicz

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 LIABILITIES, 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.flids.com>. To validate the accuracy of this license you may review the individual license record under "License 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

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
Public Work Director
City of DeBary



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**



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

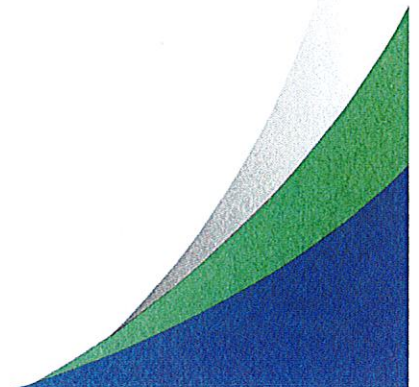
Re: Wastepro Contract

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



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

<u>Name</u>	<u>Cell Phone</u>
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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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

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.

(Concluded) Page | 3

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.

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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.

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	<u>84,874,597</u>	<u>51,855,371</u>
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	<u>(79,648,057)</u>	<u>(48,674,475)</u>
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	<u>(5,233,496)</u>	<u>(3,179,632)</u>
NET INCREASE (DECREASE) IN CASH	<u>(6,956)</u>	<u>1,264</u>
CASH - Beginning of year	<u>16,441</u>	<u>15,177</u>
CASH - End of year	<u>\$ 9,485</u>	<u>\$ 16,441</u>
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.

WASTE PRO OF FLORIDA, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

For the Years Ended December 31, 2019 and 2018

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.

WASTE PRO OF FLORIDA, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

For the Years Ended December 31, 2019 and 2018

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	<u>\$ 7,744,088</u>	<u>\$ 7,732,652</u>

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.

WASTE PRO OF FLORIDA, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
For the Years Ended December 31, 2019 and 2018

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		
Accretion expense	\$ 8,588,519	\$ 8,216,344
Landfill costs	684,305	372,175
	(1,225,187)	-
Balance - End of year	<u>\$ 8,047,637</u>	<u>\$ 8,588,519</u>

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	<u>\$ 472,805,610</u>	<u>\$ 432,904,973</u>

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.

WASTE PRO OF FLORIDA, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

For the Years Ended December 31, 2019 and 2018

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.

WASTE PRO OF FLORIDA, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

For the Years Ended December 31, 2019 and 2018

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.

WASTE PRO OF FLORIDA, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

For the Years Ended December 31, 2019 and 2018

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

WASTE PRO OF FLORIDA, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

For the Years Ended December 31, 2019 and 2018

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)
	<u>\$ 11,384,406</u>	<u>\$ 1,700,155</u>

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.

WASTE PRO OF FLORIDA, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

For the Years Ended December 31, 2019 and 2018

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.

WASTE PRO OF FLORIDA, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

For the Years Ended December 31, 2019 and 2018

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)
	<u>\$ 8,182,186</u>	<u>\$ 5,572,021</u>

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.

WASTE PRO OF FLORIDA, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

For the Years Ended December 31, 2019 and 2018

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	<u>\$ (36,294,000)</u>	<u>\$ (29,967,000)</u>

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.

WASTE PRO OF FLORIDA, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

For the Years Ended December 31, 2019 and 2018

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
	<u>\$ 5,876,000</u>	<u>\$ 4,243,000</u>

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.

WASTE PRO OF FLORIDA, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

For the Years Ended December 31, 2019 and 2018

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



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.

A handwritten signature in black ink that reads "Vestal & Wiler".

Certified Public Accountants

March 24, 2020

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
	<u>\$ 337,041,676</u>	<u>\$ 311,830,566</u>

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
	<u>\$ 38,180,476</u>	<u>\$ 34,285,704</u>

See independent auditor's report on supplemental schedules.

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City of DeBary
City of Holly Hill
City of Port Orange
City of Daytona Beach
Waste Pro Disaster Preparedness Plan



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

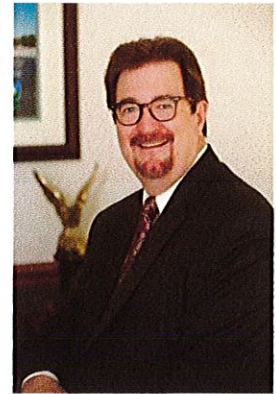
Waste Pro understands the technical scope and services of this proposal including a Franchise Agreement to provide collection and transport services for single-family and multi-dwelling residential solid waste, recyclables, yard waste, bulky waste, white goods, electronic waste and tires; and, for commercial 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.

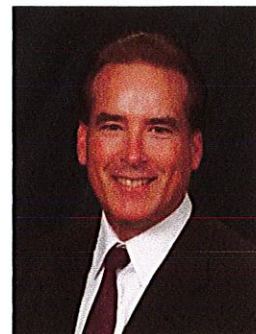
Sean Jennings – President and CEO

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.

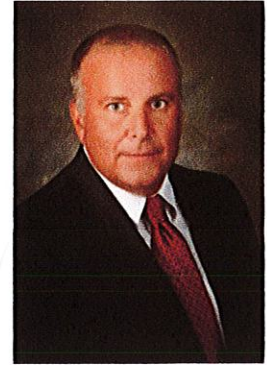
Cort's experience began with one of the Nation's largest Taft-Hartley Health and Welfare and Pension Funds, Central States Southeast and Southwest Area's Health and Welfare and Pension Funds in Chicago. During his 10 years with Central States, he held a variety of positions including Staff Auditor and 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, QUALIFICATIONS, 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.

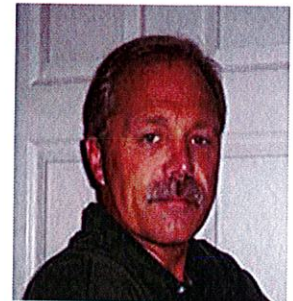
TAB D – PROJECT MANAGEMENT PLAN

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-

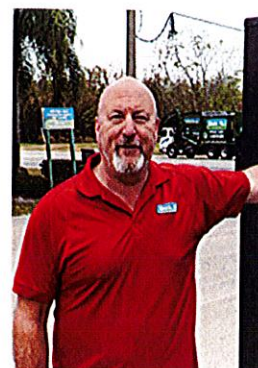
East Florida: In 2014, Susie joined the Waste Pro team as Director of Community Affairs and Government Relations for the Central Florida region, which includes Orange, Seminole, and Volusia Counties. She is based in Waste Pro's Sanford office, which serves as the Regional Headquarters. Her responsibilities 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

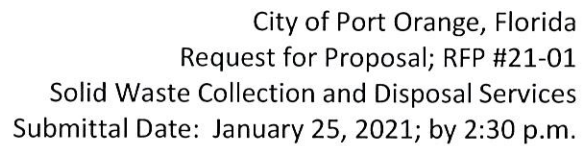
Waste Pro has a service staff that will be available to handle any inquiries from the residents of the City of Port Orange. We are convinced that delivering excellent customer service to our customers is our biggest asset. We welcome our customers to call or email us at any time for any concerns they 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.



- In the event one of our customers does have an issue, we go through a 5-step process:

- No customer issue will go unanswered at the end of the day.**

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 to share this information with our partners.

tracEZ.

William Jean Bednar
Trash Administrator

Home Admin Waste Administration Search Logout

Open Incidents (Waste Administration) - Case #25068 - Print

Information Categories Images New History

☐ Compactor - Mixed Pick Up

☐ Curbcut - Mixed Pick Up

☐ Traveller Dining (Explain)

☐ Household - Mixed garbage

☒ Household - Mixed garbage
waiting over please pick up
as soon as possible

☐ Personal - Mixed auto door

☐ Apartment - Mixed yard-waste

☐ Apartment - Mixed recycling

☐ Kids Truck Stuck

☐ Scattered Garbage

☐ Scattered Recycling

☐ Scattered Trash

Apply Save

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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

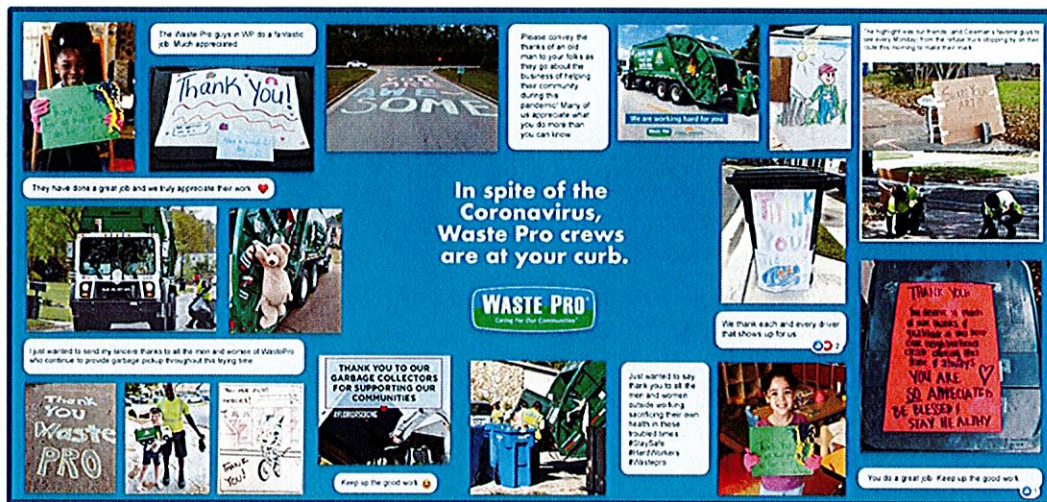
The Residential Driver operates refuse collection vehicles on pre-assigned and special routes to pick up garbage, yard waste, or recycling. The driver oversees the work of helpers assisting on assigned route; performs pre-trip and post-trip truck safety checks and cleaning; and performs other related 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
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
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 fine 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.

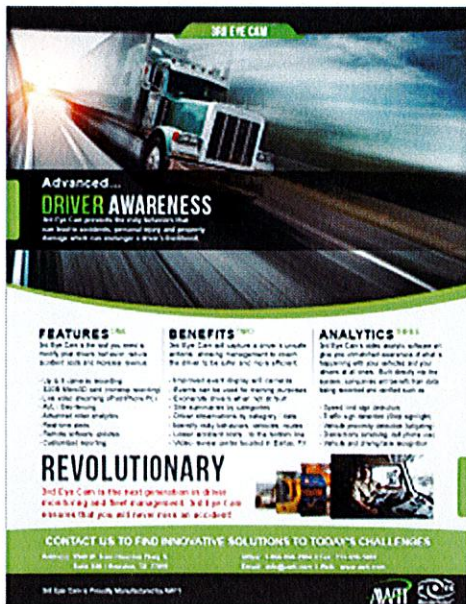
The goal of the WP Co-Heart program is to promote Qualified Helpers to drivers by way of proper training and respect. To create a dedicated, safe driver for our company and promoting the success of our people.

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

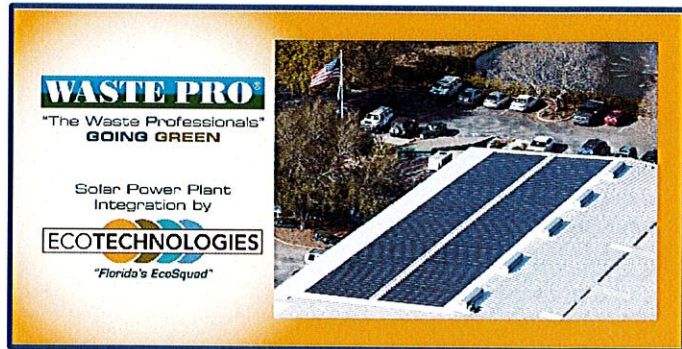
Waste Pro immediately instituted a detailed COVID-19 Exposure Prevention Plan. We followed all of the CDC guidelines that were issued. Some of the many practices instituted were as follows:

- 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.



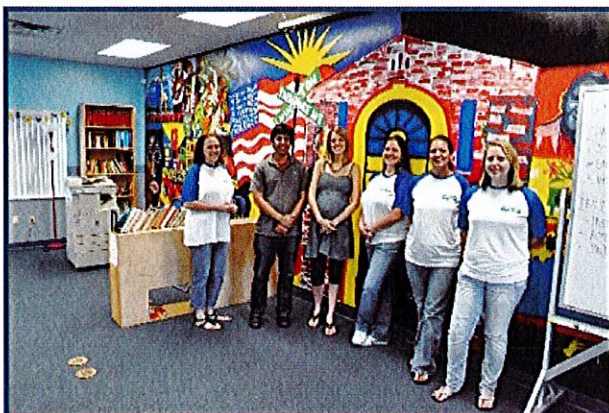
Waste Pro is committed to help maintain a healthy environment for the City of Port Orange's current and future generations. Recycling helps preserve our natural resources. Waste Pro looks forward to continuing our relationship with the City of Port Orange, providing residential curbside recycling services 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



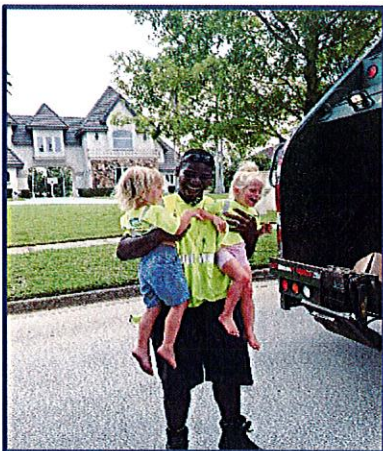


'Waste Pro Man' is available to attend school presentations, special events and sporting events to promote recycling. Waste Pro man has been very effective as a unique eye-catching symbol pushing a recycling cart.

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

TAB D

PROJECT MANAGEMENT PLAN

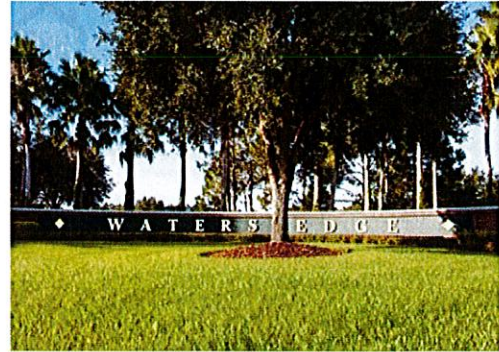
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than desired actual productivity. The end result was that many times we were working very hard, long hours and still struggling to provide World Class service.

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 ggg 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

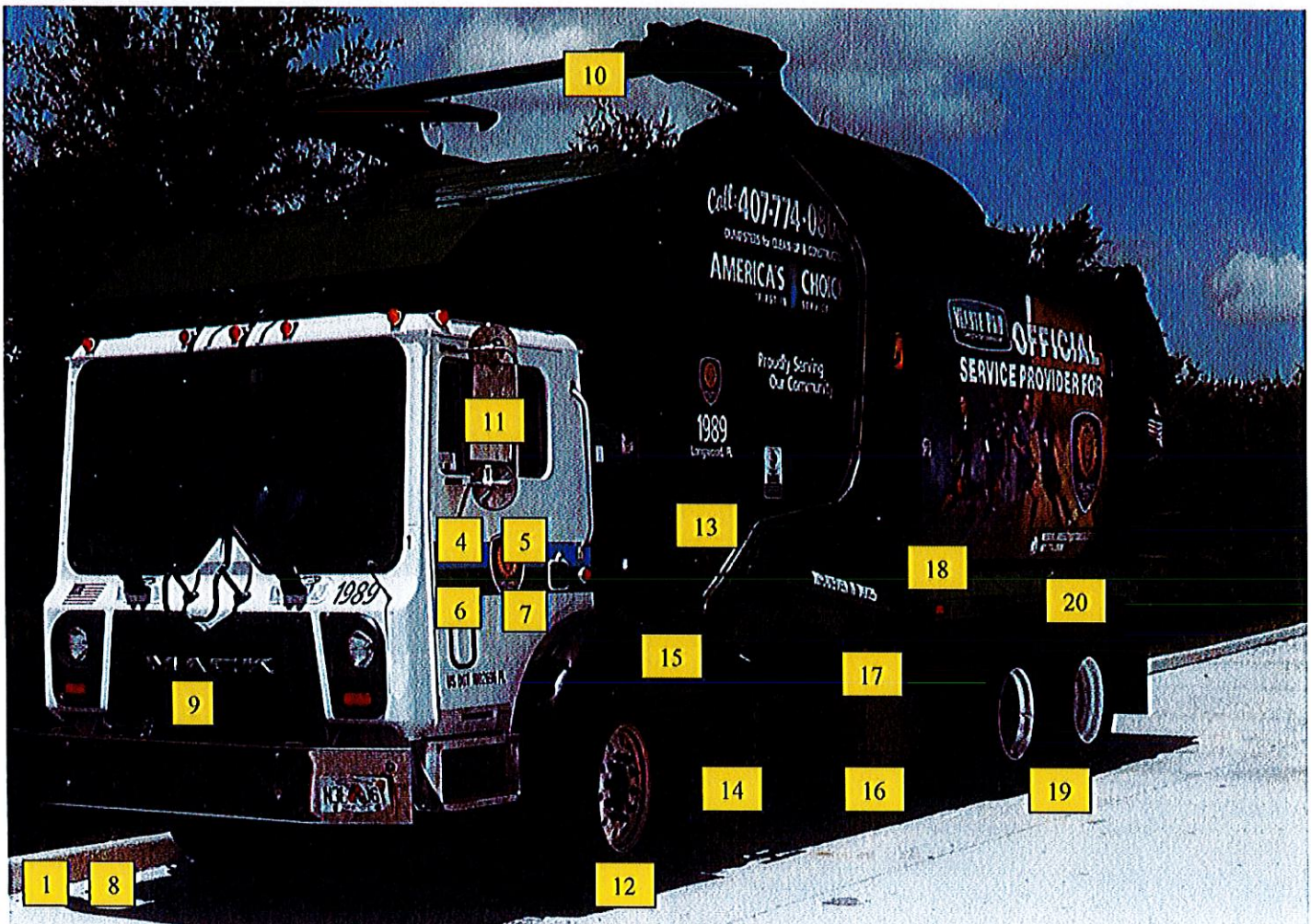
1. Exit cab and start in front of cab
2. Inspect cab for damage, inspect head lights, clearance lights and flashers
3. Check all fluids, oil and coolant, technician checked transmission before truck shut down.
4. Inspect driver's door mirrors, window/s, steps and grab handle.
5. Inspect driver's side 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 jcc 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



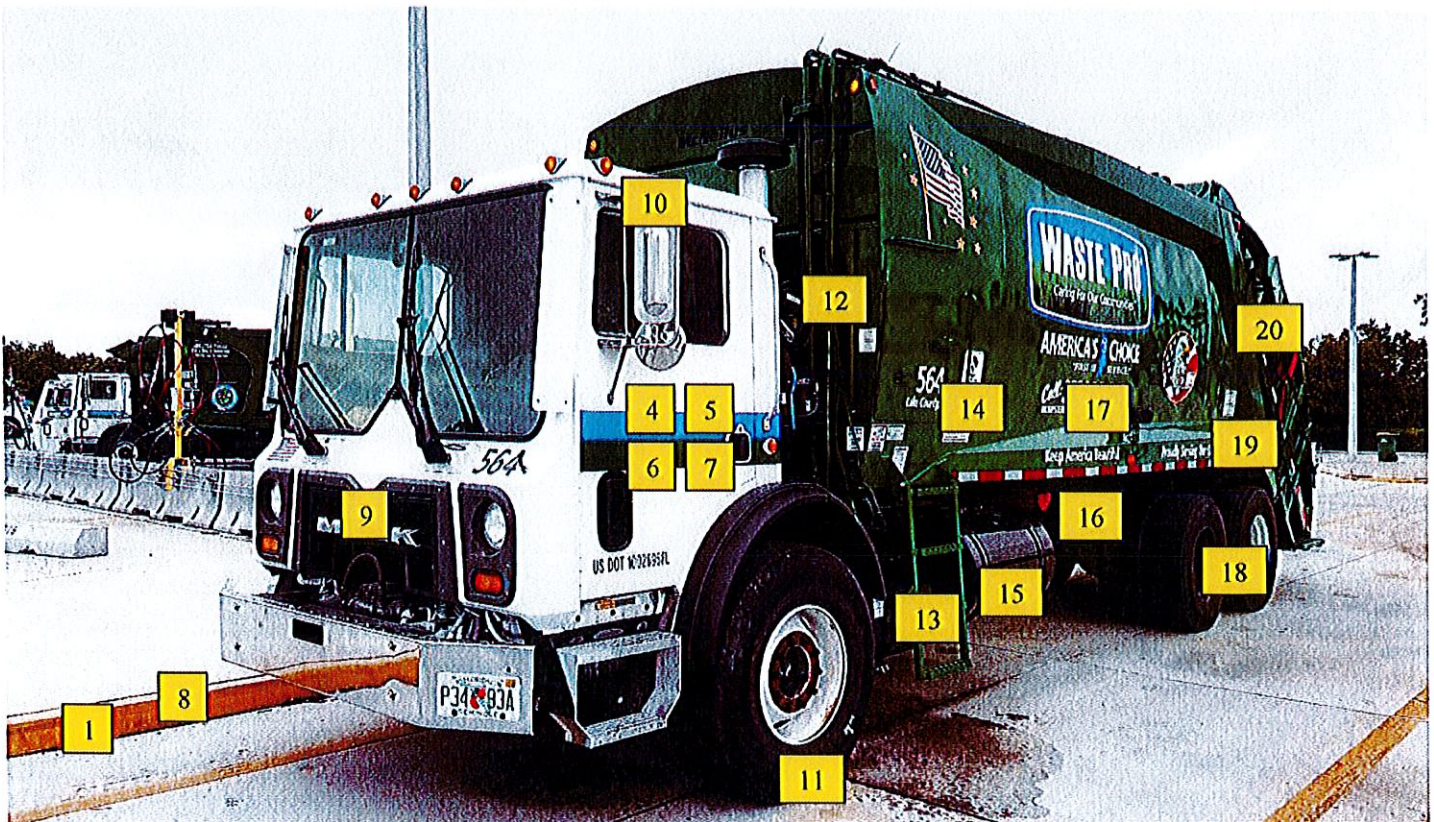
Pre-trip/Post-trip Vehicle Inspection (FEL)

- 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



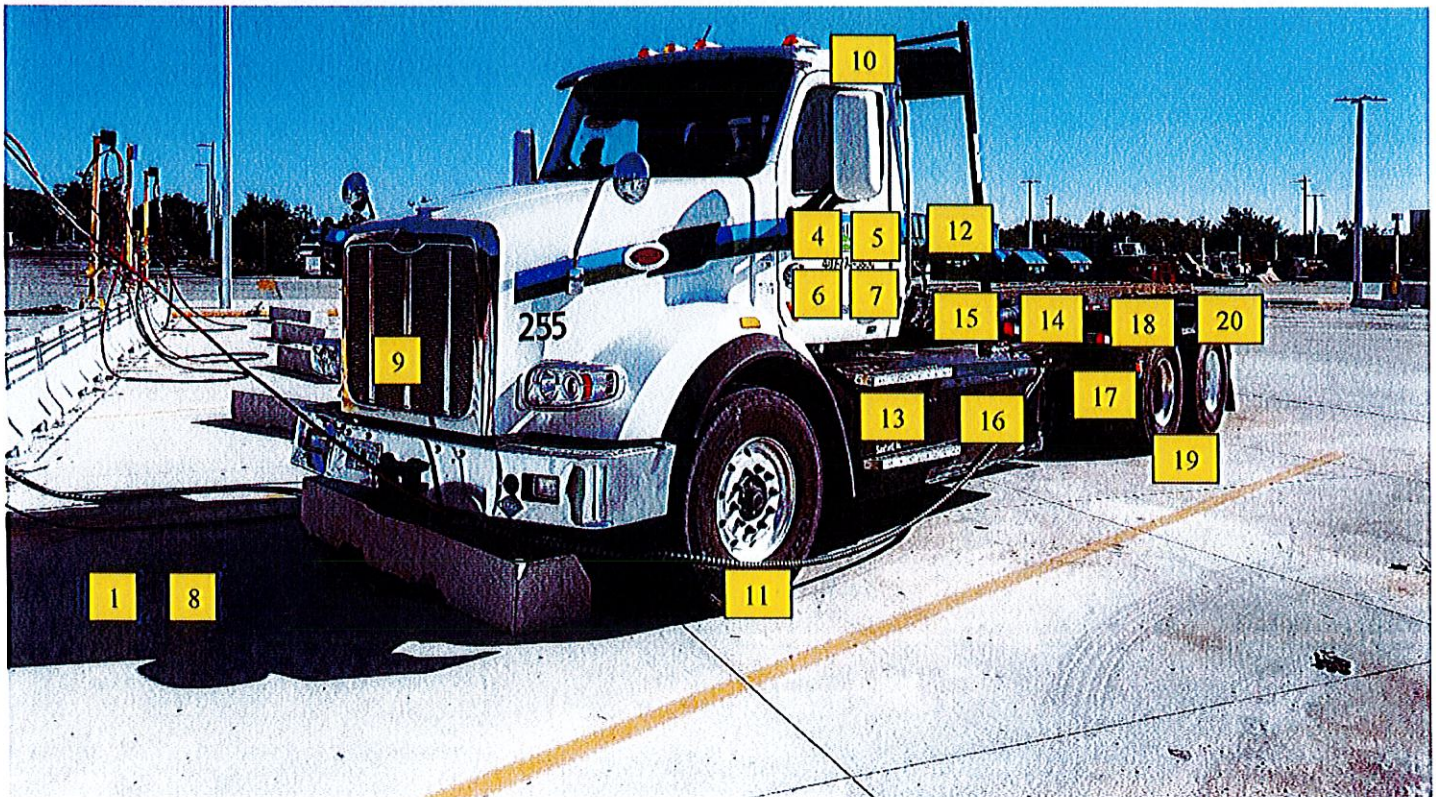
Pre-trip/Post-trip Vehicle Inspection (REL)

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





**"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



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PROPOSAL FORM

CITY OF PORT ORANGE

RFP 21-01

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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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Proposal Submission
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EXTENDED AMOUNT
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RFP 21-01**

Solid Waste Collection Services

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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



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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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Submission
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Submitted electronically.
EXTENDED AMOUNT
\$0
\$0
\$0

\$0



NOTICE OF INTENT TO AWARD

RFP# 21-01, Solid Waste Collection & Disposal Services

February 2, 2021

On January 25, 2021 Purchasing received two (2) proposals for RFP 21-01, Solid Waste Collection & Disposal Services. Upon review of the responses submitted, the Evaluation Committee scored the proposals and are recommending award to the highest ranked company, Waste Pro of Florida Inc..

This award is scheduled for City Council approval on February 16, 2021.

Jim Tillman CPPO, C.P.M.
Purchasing Manager