



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

MARCH 16, 2021

AGENDA

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

A. OPENING

1. Invocation by Fr. Matt Mello of Our Lady of Hope Catholic Church
2. Pledge of Allegiance
3. Roll Call

B. SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

4. Certificate of Recognition for George Butts
5. Report from PFM regarding City Portfolio performance for the year ended September 30, 2020
6. Florida Government Finance Professionals Week

C. CONSENT AGENDA

7. Public Comments on Consent Agenda Items Only
8. Agenda Approval
9. Approval of Minutes
 - a. March 2, 2021 - Regular City Council Meeting
 - b. March 9, 2021 - Special City Council Meeting
10. Bid Awards and Contract Items
 - a. Award of ITB #20-14 to AG Pifer Construction for Training Tower excavation, foundation, and erection
 - b. Award of ITB #21-14 to Sunshine State Officials Association, Inc. for Officials, Umpires, Referees, and Scorekeepers for Recreation Sports Programs

- c. Award of ITB #21-03 to Sterling Enterprises LLC for Removal and Installation of New Fence at the Public Works Facility
 - d. Approval of Task Authorization No. 29 to Mead & Hunt, Inc. for Construction Engineering Services for the Ridgewood Water Main Improvements from Farmbrook to Niver Street
 - e. Approval of Task Authorization No. 13 to DJ Design, Inc. for City Hall Remodeling for Finance, Community Development, and City Attorney Departments
 - f. Approval of Amendment No. 1 to Contract No. CA7156 with McMaster Lawn and Pest Services LLC
- 11. Resolution No. 21-12 - Budget Appropriations for Water and Sewer R&R for Howes Street and Orange Avenue Watermain and Drainage Improvements DIP069
 - 12. Resolution No. 21-13 - Budget Appropriation for Additional Funding for Fire Training Tower (Project FIR027)
 - 13. Resolution No. 21-14 - Budget Appropriation of funds for Project QPC046 Veterans Park Benches and Bricks
 - 14. Approval of CDBG Program Year 2019 Consolidated Annual Performance and Evaluation Report (CAPER)
 - 15. Approval of Subordination Agreement for SHIP Down Payment Assistance Second Mortgage (Said & Boghdadi)

D. BOARD APPOINTMENTS, INTERVIEWS, REPORTS

- 16. Citizen Advisory Committee for TPO
- 17. Fire Pension Board (Fifth Member)
- 18. Town Center CRA Board Appointment

E. TOWN CENTER CRA MEETING

F. EASTPORT CRA MEETING

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

H. COUNCIL COMMENTS

- 19. Comments/Concerns from Council Members

I. REGULAR AGENDA

- 20. First Reading - Ordinance No. 2021-9 - Pre-Employment Screening

J. ADDITIONAL ITEMS

21. City Attorney

22. Interim City Manager

K. COUNCIL COMMITTEE REPORTS

23. City Council Committee Reports

- a. Arthaus
- b. First Step Shelter
- c. Port Orange/South Daytona Chamber of Commerce
- d. Roundtable of Elected Officials

L. ADJOURNMENT

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



FOR SPECIAL 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.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 3/16/2021

Consent item: No

SUBJECT: (B5) Report from PFM regarding City Portfolio performance for the year ended September 30, 2020

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION:

SUMMARY: PFM will present the annual report of the City's investment portfolio performance for the as of September 30, 2020

Project No.: Funding Account No.:

Presenter: Scott Neils

ATTACHMENTS:

1.	PORTORAN Annual (final)	PORTORAN Annual (final).pdf
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Scott Neils

Scott Neils

Jamie Miller

Robin Fenwick

Created/Initiated - 2/17/2021

Approved - 3/3/2021

Approved - 3/5/2021

Final Approval - 3/5/2021



City of Port Orange, Florida



Investment Performance Review For the Year Ended September 30, 2020

Investment Advisors

Steven Alexander, CTP, CGFO, CPPT, Managing Director
Robert Cheddar, CFA, Chief Credit Officer, Managing Director
D. Scott Stitcher, CFA, CMFC, Director
Scott Sweeten, BCM, CFS, Client Relationship Manager
Sean Gannon, CTP, Senior Managing Consultant

PFM Asset Management LLC

213 Market Street
Harrisburg, PA 17101
717.232.2723
717.233.6073 fax

300 South Orange Avenue
Suite 1170
Orlando, FL 32801
407.648.2208
407.648.1323 fax

Tab I

- ◆ Executive Summary
- ◆ Portfolio Performance & Statistics

Tab II

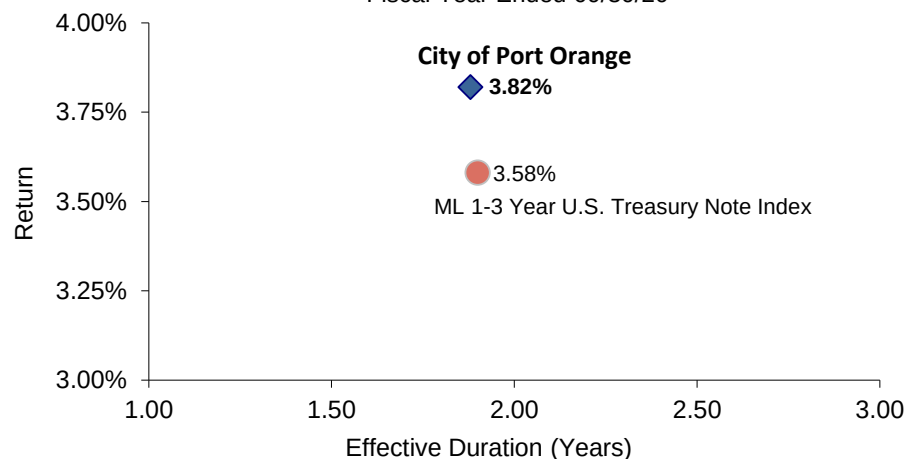
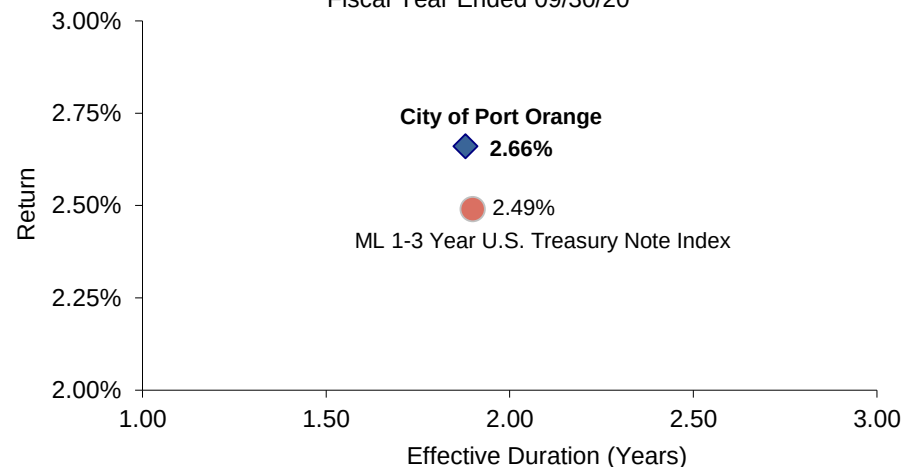
- ◆ Asset Allocation Chart
- ◆ Important Disclosures

Tab I

- ◆ The City's Portfolio is of high credit quality and invested in U.S. Treasury, federal agency/GSE, supranational, federal agency/CMO, municipal, asset-backed, mortgage-backed, and corporate note securities.
- ◆ The Investment Portfolio's annual total return performance of 3.82% outperformed the benchmark's performance of 3.58% by 0.24%. Since inception, the Portfolio has earned an annualized rate of 2.66% versus 2.49% for the benchmark.
- ◆ The effects of the coronavirus rippled through global economies and financial markets during the fiscal year:
 - **Global health crisis** – The U.S. declared a public health emergency and locked down the country, following suit of many other countries around the world to contain the virus. Coronavirus restrictions were gradually eased throughout the fiscal year but have been followed by regional hot spots of infection, reminding people of how long the virus may linger.
 - **Economic shutdown** – GDP in the U.S. collapsed an unprecedented 31.4% annual rate in the second quarter before bouncing back strongly in the third quarter. A slowing of new Covid-19 cases in late summer allowed parts of the economy to reopen leading to a strong initial recovery, but many economic indicators remain well below pre-pandemic levels.
 - **Financial markets** – In March, The Federal Reserve responded to the economic crisis by aggressively cutting interest rates by 1.50% to its current target range of 0.00% to 0.25% and establishing several targeted programs to support various segments of the bond market. The Federal Reserve (Fed) continues to play a large role in supporting financial market stability through its purchase and liquidity programs and has extended the expiration date of many of its lending facilities. The Fed continues to extend forward guidance regarding zero short-term interest rates through 2023.
- ◆ Falling interest rates led to market value appreciation of most bond investments during the year. Although yield spreads on corporates and other credit instruments widened in the early days of the pandemic, they quickly reversed, marshaling strong incremental returns for the year on diversified portfolios. Portfolio performance will continue to be strongly influenced by the near-zero interest rate environment, with income as a likely key driver of performance.
- ◆ Considering the economic uncertainties that remain, we plan on structuring portfolios to have neutral durations relative to their respective benchmarks.

Portfolio Performance

Total Portfolio Value ²		September 30, 2020	September 30, 2019				
	Market Value	\$43,423,702.27	\$46,200,702.79				
	Amortized Cost	\$42,610,481.89	\$45,676,215.76				
Total Return ^{2,3,4,5}		Quarterly Return September 30, 2020	Last 12 Months	Last 3 Years	Last 5 Years	Last 10 Years	Since Inception June 30, 2001
City of Port Orange		0.28%	3.82%	2.91%	2.09%	1.44%	2.66%
Merrill Lynch 1-3 Year U.S. Treasury Note Index		0.10%	3.58%	2.64%	1.80%	1.28%	2.49%
Effective Duration(Years) ^{4,5}		September 30, 2020	September 30, 2019	Yields		September 30, 2020	September 30, 2019
City of Port Orange		1.88	1.85	Yield at Market		0.63%	1.86%
Merrill Lynch 1-3 Year U.S. Treasury Note Index		1.90	1.88	Yield at Cost		1.66%	2.45%
Portfolio Duration % of Benchmark Duration		99%	98%				

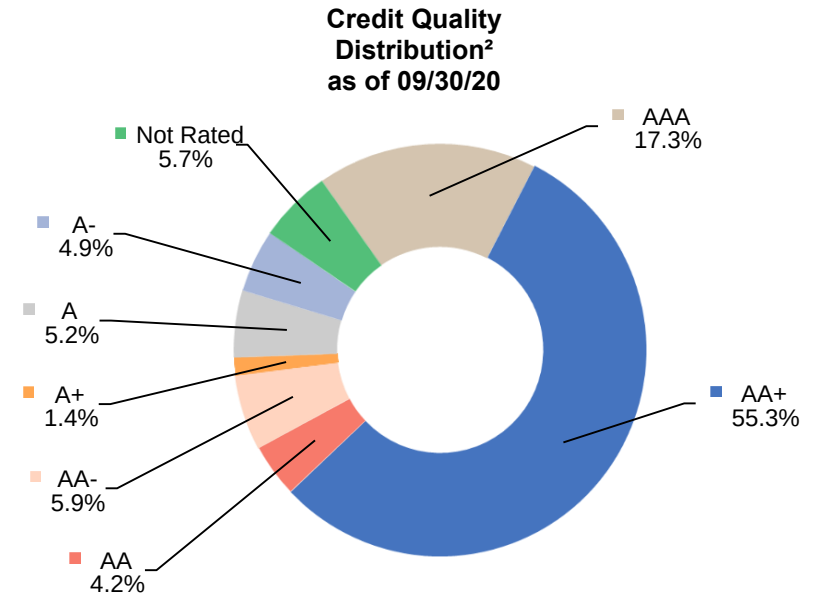
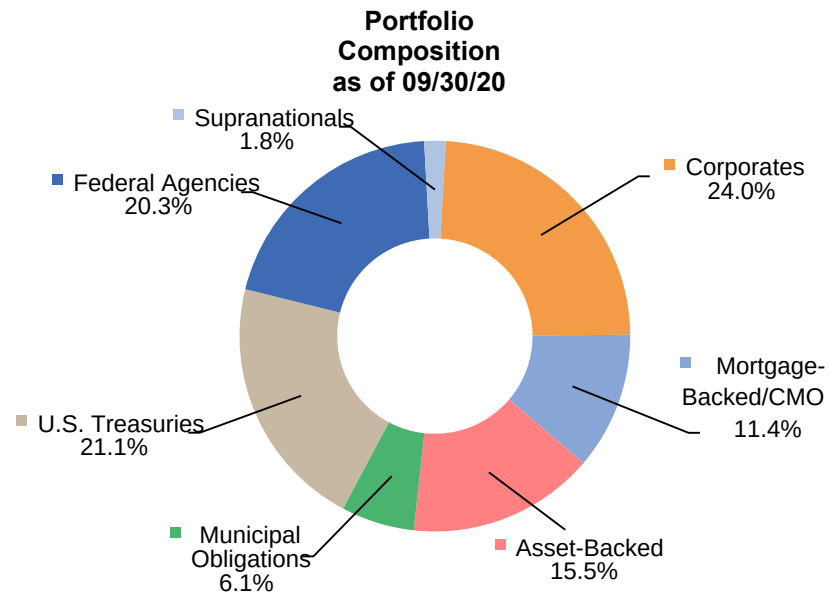
Last 12 Months Total Return Comparison
Fiscal Year Ended 09/30/20Total Return Comparison Since Inception
Fiscal Year Ended 09/30/20

Notes:

1. In compliance with GASB reporting requirements; forward settling trades are included in the monthly balances. End of fiscal year trade-date market and amortized cost values of portfolio holdings, including accrued interest.
2. Performance on trade date basis, gross (i.e., before fees), is in accordance with The CFA Institute's Global Investment Performance Standards (GIPS). Quarterly returns are presented on an unannualized basis. Returns presented for 12 months or longer are presented on an annual basis. Past performance is not indicative of future results.
3. Since Inception the benchmark has been the Merrill Lynch 1-3 Year U.S. Treasury Note Index.
4. Merrill Lynch Indices provided by Bloomberg Financial Markets.

Portfolio Composition and Credit Quality Characteristics

<u>Security Type¹</u>	<u>September 30, 2020</u>	<u>% of Portfolio</u>	<u>September 30, 2019</u>	<u>% of Portfolio</u>
U.S. Treasuries	\$9,157,372.86	21.09%	\$15,825,295.19	34.25%
Federal Agencies	8,795,188.96	20.25%	1,001,519.85	2.17%
Supranationals	772,589.25	1.78%	2,866,315.45	6.20%
Corporates	10,418,121.13	23.99%	12,582,125.08	27.23%
Mortgage-Backed/CMO	4,935,561.68	11.37%	4,851,458.27	10.50%
Asset-Backed	6,717,046.94	15.47%	7,631,017.60	16.52%
Municipal Obligations	2,627,821.45	6.05%	881,534.39	1.91%
Bank Notes	0.00	0.00%	561,436.96	1.22%
Totals	\$43,423,702.27	100.00%	\$46,200,702.79	100.00%

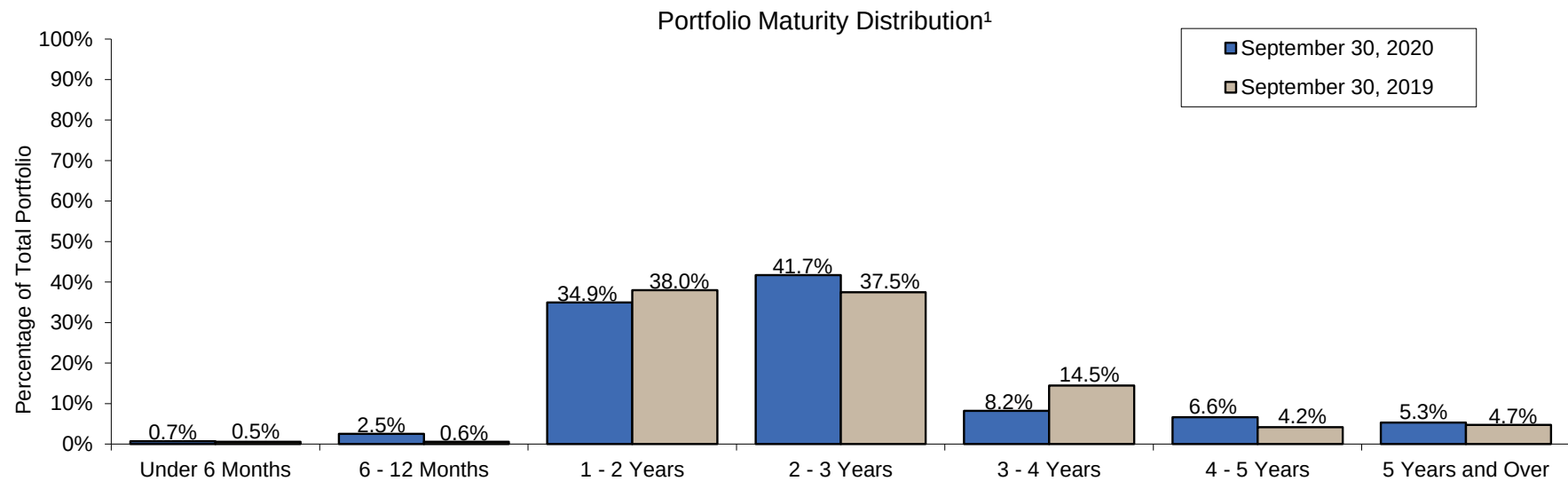


Notes:

1. End of fiscal year trade-date market values of portfolio holdings, including accrued interest.
2. Credit rating of securities held in portfolio as provided by Standard & Poor's

Portfolio Maturity Distribution

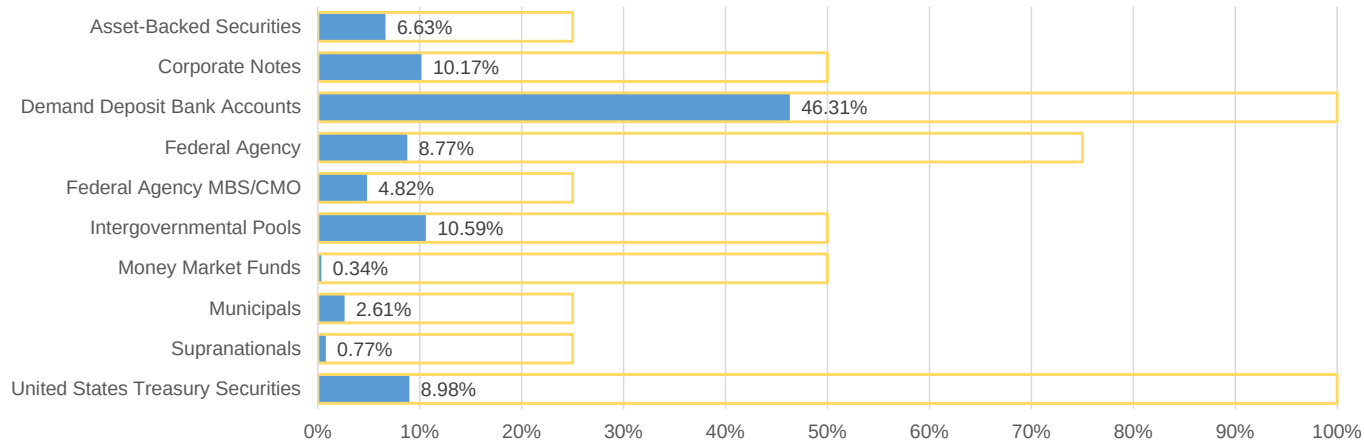
<u>Maturity Distribution¹</u>	<u>September 30, 2020</u>	<u>September 30, 2019</u>
Under 6 Months	308,985.67	253,944.00
6 - 12 Months	1,104,802.89	262,314.69
1 - 2 Years	15,173,860.33	17,552,904.87
2 - 3 Years	18,108,656.81	17,332,693.87
3 - 4 Years	3,553,547.00	6,688,618.98
4 - 5 Years	2,864,942.50	1,926,536.18
5 Years and Over	2,308,907.07	2,183,690.19
Totals	\$43,423,702.27	\$46,200,702.79



Notes:

1. Callable and mortgage backed securities in portfolio are included in the maturity distribution analysis to their stated maturity date, although they may be called or paid down prior to maturity.
2. Includes market value of holdings including accrued interest.

Tab II



Security Type	Amortized Cost (Includes Interest)	Allocation Percentage	Permitted by Policy	In Compliance
Asset-Backed Securities	6,611,886.99	6.63%	25%	Yes
Certificates of Deposit and Savings Accounts	-	-	50%	Yes
Commercial Paper	-	-	50%	Yes
Corporate Notes	10,130,566.22	10.17%	50%	Yes
Demand Deposit Bank Accounts	46,151,638.11	46.31%	100%	Yes
Federal Agency	8,739,622.86	8.77%	75%	Yes
Florida Prime (SBA)	-	-	25%	Yes
Intergovernmental Pools	10,556,042.38	10.59%	50%	Yes
Federal Agency MBS/CMO	4,808,143.52	4.82%	25%	Yes
Money Market Funds	338,684.33	0.34%	50%	Yes
Municipals	2,605,390.49	2.61%	25%	Yes
Repurchase Agreements	-	-	40%	Yes
Supranationals	770,051.76	0.77%	25%	Yes
United States Treasury Securities	8,944,820.05	8.98%	100%	Yes
Total	99,656,846.71	100.00%		

End of month trade-date amortized cost of portfolio holdings, including accrued interest.

Sector	Individual Issuer Breakdown	Amortized Cost (Includes Interest)	Allocation Percentage	Permitted by Policy	In Compliance
ASSET-BACKED	CAPITAL ONE MULTI-ASSET EXECUT	470,266.63	0.47%	5%	Yes
ASSET-BACKED	CAPITAL ONE PRIME AUTO REC TRUST	135,131.47	0.14%	5%	Yes
ASSET-BACKED	CNH EQUIPMENT TRUST	139,329.32	0.14%	5%	Yes
ASSET-BACKED	GM FINANCIAL AUTO LEASING TRUST	222,046.27	0.22%	5%	Yes
ASSET-BACKED	GM FINANCIAL SECURITIZED TERM	543,396.96	0.55%	5%	Yes
ASSET-BACKED	HONDA AUTO RECEIVABLES OWNER T	435,048.54	0.44%	5%	Yes
ASSET-BACKED	HYUNDAI AUTO RECEIVABLES TRUST	225,720.25	0.23%	5%	Yes
ASSET-BACKED	NISSAN AUTO RECEIVABLES OWNER	535,401.95	0.54%	5%	Yes
ASSET-BACKED	TOYOTA AUTO RECEIVABLES OWNER	1,110,890.06	1.11%	5%	Yes
ASSET-BACKED	WORLD OMNI AUTO RECEIVABLES TR	678,450.90	0.68%	5%	Yes
ASSET-BACKED	CARMAX AUTO OWNER TRUST	403,910.30	0.41%	5%	Yes
ASSET-BACKED	JOHN DEERE OWNER TRUST	331,288.64	0.33%	5%	Yes
ASSET-BACKED	MERCEDES-BENZ AUTO RECEIVABLES	286,002.00	0.29%	5%	Yes
ASSET-BACKED	FORD CREDIT AUTO LEASE TRUST	79,694.53	0.08%	5%	Yes
ASSET-BACKED	NISSAN AUTO LEASE TRUST	89,992.91	0.09%	5%	Yes
ASSET-BACKED	MERCEDES-BENZ AUTO LEASE TRUST	35,001.35	0.04%	5%	Yes
ASSET-BACKED	DISCOVER CARD EXECUTION NOTE TRUST	230,152.97	0.23%	5%	Yes
ASSET-BACKED	VERIZON OWNER TRUST	575,161.24	0.58%	5%	Yes
ASSET-BACKED	BMW VEHICLE OWNER TRUST	85,000.70	0.09%	5%	Yes
CORPORATE NOTE	APPLE INC	767,195.36	0.77%	5%	Yes
CORPORATE NOTE	JPMORGAN CHASE & CO	711,224.50	0.71%	5%	Yes
CORPORATE NOTE	BLACKROCK INC	485,105.92	0.49%	5%	Yes
CORPORATE NOTE	AMAZON.COM INC	220,014.19	0.22%	5%	Yes
CORPORATE NOTE	WAL-MART STORES INC	576,928.96	0.58%	5%	Yes
CORPORATE NOTE	MICROSOFT CORP	449,785.20	0.45%	5%	Yes
CORPORATE NOTE	BERKSHIRE HATHAWAY INC	568,334.54	0.57%	5%	Yes
CORPORATE NOTE	JOHNSON & JOHNSON	477,895.94	0.48%	5%	Yes
CORPORATE NOTE	MERCK & CO INC	313,505.97	0.31%	5%	Yes
CORPORATE NOTE	PFIZER INC	490,444.21	0.49%	5%	Yes
CORPORATE NOTE	BANK OF NOVA SCOTIA HOUSTON	671,538.51	0.67%	5%	Yes
CORPORATE NOTE	BANK OF MONTREAL CHICAGO	674,425.58	0.68%	5%	Yes
CORPORATE NOTE	TORONTO DOMINION BANK	592,411.51	0.59%	5%	Yes
CORPORATE NOTE	ROYAL BANK OF CANADA NY	785,366.85	0.79%	5%	Yes
CORPORATE NOTE	TOTAL CAPITAL SA	301,460.18	0.30%	5%	Yes
CORPORATE NOTE	EXXON MOBIL CORP	495,114.59	0.50%	5%	Yes
CORPORATE NOTE	BANK OF NY MELLON CORP	672,077.26	0.67%	5%	Yes
CORPORATE NOTE	WESTPAC BANKING CORP NY	566,098.77	0.57%	5%	Yes
CORPORATE NOTE	EXXON MOBIL CORPORATION	210,499.28	0.21%	5%	Yes

CITY OF PORT ORANGE

Asset Allocation

Sector	Individual Issuer Breakdown	Amortized Cost (Includes Interest)	Allocation Percentage	Permitted by Policy	In Compliance
CORPORATE NOTE	NORTHERN TRUST COMPANY	101,138.90	0.10%	5%	Yes
MBS / CMO	FANNIE MAE	1,552,443.19	1.56%	25%	Yes
MBS / CMO	FHLMC MULTIFAMILY STRUCTURED P	1,992,941.34	2.00%	25%	Yes
MBS / CMO	FREDDIE MAC	834,084.67	0.84%	25%	Yes
MBS / CMO	FANNIEMAE-ACES	428,674.32	0.43%	25%	Yes
US TSY BOND/NOTE	UNITED STATES TREASURY	8,944,820.05	8.98%	100%	Yes
SUPRANATL	INTER-AMERICAN DEVELOPMENT BANK	335,493.20	0.34%	10%	Yes
SUPRANATL	ASIAN DEVELOPMENT BANK	434,558.56	0.44%	10%	Yes
MUNI BOND/NOTE	NEW YORK ST DORM AUTH ST PERSO	305,420.22	0.31%	5%	Yes
MUNI BOND/NOTE	MISSISSIPPI ST	100,064.47	0.10%	5%	Yes
MUNI BOND/NOTE	AVONDALE SCHOOL DISTRICT	232,277.00	0.23%	5%	Yes
MUNI BOND/NOTE	NEW YORK NY	455,417.08	0.46%	5%	Yes
MUNI BOND/NOTE	ARIZONA STATE TRANSPORTATION BOARD	190,846.93	0.19%	5%	Yes
MUNI BOND/NOTE	MARYLAND ST	220,140.31	0.22%	5%	Yes
MUNI BOND/NOTE	PRINCE GEORGES CNTY MD	65,017.42	0.07%	5%	Yes
MUNI BOND/NOTE	WASHINGTON ST	155,101.44	0.16%	5%	Yes
MUNI BOND/NOTE	TAMPA WTR & WSTWTR SYS, FL TXBL REV BNDS	25,021.88	0.03%	5%	Yes
MUNI BOND/NOTE	MINNESOTA ST	260,299.79	0.26%	5%	Yes
MUNI BOND/NOTE	FLORIDA ST BRD OF ADMIN FIN CO	105,055.04	0.11%	5%	Yes
MUNI BOND/NOTE	NEW YORK ST URBAN DEV CORP REV	225,183.14	0.23%	5%	Yes
MUNI BOND/NOTE	TEXAS ST TRANSPRTN COMMISSIONS	195,124.37	0.20%	5%	Yes
MUNI BOND/NOTE	UNIV OF COLORADO	70,421.40	0.07%	5%	Yes
FED AGY BOND/NOTE	FANNIE MAE	3,831,851.96	3.85%	40%	Yes
FED AGY BOND/NOTE	FREDDIE MAC	4,907,770.90	4.92%	40%	Yes
DEMAND DEPOSIT BANK ACCOUNT	SUNTRUST CHECKING ACCOUNT	37,580,334.11	37.71%	100%	Yes
DEMAND DEPOSIT BANK ACCOUNT	SUNTRUST ECR/RESERVE ACCOUNT	8,571,304.00	8.60%	100%	Yes
MNY MKT/MUTUAL FND	PFM FUNDS	338,684.33	0.34%	25%	Yes
INTERGOVERNMENTAL POOLS	FL PALM	10,556,042.38	10.59%	25%	Yes
Total		99,656,846.71	100.00%		

End of month trade-date amortized cost of portfolio holdings, including accrued interest.

IMPORTANT DISCLOSURES

This material is based on information obtained from sources generally believed to be reliable and available to the public; however, PFM Asset Management LLC cannot guarantee its accuracy, completeness or suitability. This material is for general information purposes only and is not intended to provide specific advice or a specific recommendation. All statements as to what will or may happen under certain circumstances are based on assumptions, some, but not all of which, are noted in the presentation. Assumptions may or may not be proven correct as actual events occur, and results may depend on events outside of your or our control. Changes in assumptions may have a material effect on results. Past performance does not necessarily reflect and is not a guaranty of future results. The information contained in this presentation is not an offer to purchase or sell any securities.

- Market values that include accrued interest are derived from closing bid prices as of the last business day of the month as supplied by Refinitiv, Bloomberg, or Telerate. Where prices are not available from generally recognized sources, the securities are priced using a yield based matrix system to arrive at an estimated market value.
- In accordance with generally accepted accounting principles, information is presented on a trade date basis; forward settling purchases are included in the monthly balances, and forward settling sales are excluded.
- Performance is presented in accordance with the CFA Institute's Global Investment Performance Standards (GIPS). Unless otherwise noted, performance is shown gross of fees. Quarterly returns are presented on an unannualized basis. Returns for periods greater than one year are presented on an annualized basis. Past performance is not indicative of future returns.
- Bank of America/Merrill Lynch Indices provided by Bloomberg Financial Markets.
- Money market fund/cash balances are included in performance and duration computations.
- Standard & Poor's is the source of the credit ratings. Distribution of credit rating is exclusive of money market fund/LGIP holdings.
- Callable securities in the portfolio are included in the maturity distribution analysis to their stated maturity date, although, they may be called prior to maturity.
- MBS maturities are represented by expected average life.

GLOSSARY

- **ACCRUED INTEREST:** Interest that is due on a bond or other fixed income security since the last interest payment was made.
- **AGENCIES:** Federal agency securities and/or Government-sponsored enterprises.
- **AMORTIZED COST:** The original cost of the principal of the security is adjusted for the amount of the periodic reduction of any discount or premium from the purchase date until the date of the report. Discount or premium with respect to short-term securities (those with less than one year to maturity at time of issuance) is amortized on a straight line basis. Such discount or premium with respect to longer-term securities is amortized using the constant yield basis.
- **BANKERS' ACCEPTANCE:** A draft or bill of exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill as well as the insurer.
- **COMMERCIAL PAPER:** An unsecured obligation issued by a corporation or bank to finance its short-term credit needs, such as accounts receivable and inventory.
- **CONTRIBUTION TO DURATION:** Represents each sector or maturity range's relative contribution to the overall duration of the portfolio measured as a percentage weighting. Since duration is a key measure of interest rate sensitivity, the contribution to duration measures the relative amount or contribution of that sector or maturity range to the total rate sensitivity of the portfolio.
- **EFFECTIVE DURATION:** A measure of the sensitivity of a security's price to a change in interest rates, stated in years.
- **EFFECTIVE YIELD:** The total yield an investor receives in relation to the nominal yield or coupon of a bond. Effective yield takes into account the power of compounding on investment returns, while nominal yield does not.
- **FDIC:** Federal Deposit Insurance Corporation. A federal agency that insures bank deposits to a specified amount.
- **INTEREST RATE:** Interest per year divided by principal amount and expressed as a percentage.
- **MARKET VALUE:** The value that would be received or paid for an investment in an orderly transaction between market participants at the measurement date.
- **MATURITY:** The date upon which the principal or stated value of an investment becomes due and payable.
- **NEGOTIABLE CERTIFICATES OF DEPOSIT:** A CD with a very large denomination, usually \$1 million or more, that can be traded in secondary markets.
- **PAR VALUE:** The nominal dollar face amount of a security.
- **PASS THROUGH SECURITY:** A security representing pooled debt obligations that passes income from debtors to its shareholders. The most common type is the mortgage-backed security.

GLOSSARY

- **REPURCHASE AGREEMENTS:** A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date.
- **SETTLE DATE:** The date on which the transaction is settled and monies/securities are exchanged. If the settle date of the transaction (i.e., coupon payments and maturity proceeds) occurs on a non-business day, the funds are exchanged on the next business day.
- **TRADE DATE:** The date on which the transaction occurred; however, the final consummation of the security transaction and payment has not yet taken place.
- **UNSETTLED TRADE:** A trade which has been executed; however, the final consummation of the security transaction and payment has not yet taken place.
- **U.S. TREASURY:** The department of the U.S. government that issues Treasury securities.
- **YIELD:** The rate of return based on the current market value, the annual interest receipts, maturity value, and the time period remaining until maturity, stated as a percentage on an annualized basis.
- **YTM AT COST:** The yield to maturity at cost is the expected rate of return based on the original cost, the annual interest receipts, maturity value, and the time period from purchase date to maturity, stated as a percentage on an annualized basis.
- **YTM AT MARKET:** The yield to maturity at market is the rate of return based on the current market value, the annual interest receipts, maturity value, and the time period remaining until maturity, stated as a percentage on an annualized basis.

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

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

Invocation by Rev. Glenn Rice of Port Orange Church of Christ

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
Assistant City Clerk Shelby Field

B. CONSENT AGENDA

4. Public Comments on Consent Agenda Items Only

There were none.

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 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

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

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

Laurie Friend, Citizen, informed City Council that Fryers Towing is currently being sued by Tesla for the same issue of stealing vehicle parts she cited in a previous meeting and she would like to see the City stop working with them.

D. COUNCIL COMMENTS

12. Comments/Concerns from Council Members

Vice Mayor Drew Bastian asked that everyone be safe during bike week.

Mayor Don Burnette went over the March meeting schedule to finalize the City Manager selection.

E. SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

13. YMCA Report

Chris Seilkop, YMCA, provided an update to Council on the financial progress, membership improvements, and operational changes.

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)

Mayor Don Burnette read Ordinance 2021-1.

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.

Motion to adopt Ordinance No. 2021-1 was made by Vice Mayor Drew Bastian and Seconded by Council Member Scott Stiltner. Motion carried unanimously by roll call vote.

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)

Mayor Burnette read Ordinance 2021-2.

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.

Motion to adopt Ordinance No. 2021-2 was made by Vice Mayor Drew Bastian and Seconded by Council Member Scott Stiltner. Motion carried unanimously by roll call vote.

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

Mayor Burnette read Ordinance 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.
Motion carried unanimously by roll call vote.

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

Mayor Burnette read Ordinance 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 Scott Stiltner.
Motion carried unanimously by roll call vote.

G. REGULAR AGENDA

18. Sign Code Update

Tim Burman, Community Development Director, provided a presentation on the intended changes, asked for feedback, and answered questions from Council Members.

Phil Madsen, Citizen, asked about the direction allowed of the electronic messaging signs on Nova Road. He also asked about the duration of how long a “coming soon” sign can stay up. Mr. Burman responded the sign direction permitted would be north and the duration of the “coming soon” signs would be from the time the permit is issued until the project is closed out.

Ms. Friend would like to ensure strict enforcement about the lighting requirements with outside seating areas.

Council did not have anything additional and supported the changes provided by Mr. Burman.

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

Motion 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 was made by Vice Mayor Drew Bastian and Seconded by Council Member Scott Stiltner. Motion carried unanimously by roll call vote.

H. ADDITIONAL ITEMS

20. City Attorney

There was nothing further.

21. Interim City Manager

There was nothing further.

I. COUNCIL COMMITTEE REPORTS

22. City Council Committee Reports

- a. River to Sea TPO – Council Member Scott Stiltner reported nothing further.
- b. General Employees' Pension Board – Council Member Stiltner provided an update.
- c. Police Pension Board – Vice Mayor Drew Bastian provided an update.

ADJOURNMENT – 7:45 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, MMC
City Clerk

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

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

Silent Invocation

Pledge of Allegiance

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

DISCUSSION / ACTION

4. Selection of Candidates for Interviews

Mayor Don Burnette opened the meeting and spoke regarding the process up until to this point and introduced Colin Baenziger or Colin Baenziger & Associates Consulting Firm, who discussed the process moving forward.

Council Members provided their top (up to) five candidates who they would like to interview. Attached hereto is a copy of the Summary of Preferences showing those picked by each Council Member.

Council's top five (5) candidates for interviewing are:

Mike Bornstein
Wayne Clark
Robin Hayes
Alan Ours
Brian Weiss

Motion to approve the top five candidates of Mike Bornstein, Wayne Clark, Robin Hayes, Alan Ours, and Brian Weiss was made by Vice Mayor Drew Bastian and Seconded by Council Member Scott Stiltner.

Mr. Baenziger suggested Council consider choosing an alternate candidate but they declined.

Motion carried unanimously by roll call
vote.

ADJOURNMENT - 5:44 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, MMC
City Clerk

City of Port Orange, FL
Summary of Preferences for City Manager, Round # 1 of 1

March 09, 2021

Council Member Candidate	Bastian	Burnette	Foley	Stiltner	Tramont	<i>Total</i>
Bornstein, Mike	1	1	1		1	4
Clark, Wayne	1	1	1	1	1	5
Davis, Carmen		1				1
Garside, Matt						0
Haskin, Kenny						0
Hayes, Robin	1	1	1	1	1	5
Ours, Alan	1		1	1		3
Rooney, Mark						0
Sossamon, Len		1		1		2
Weiss, Brian	1		1	1	1	4
Total	5	5	5	5	4	24

Compiled by: Robin Fenwick, City Clerk



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 3/16/2021

Consent item: Yes

SUBJECT: (C10a) Award of ITB #20-14 to AG Pifer Construction for Training Tower excavation, foundation, and erection

DEPARTMENT: Fire/Rescue Services

GOAL:

RECOMMENDED MOTION: Move to award ITB #20-14 Training Tower excavation, foundation and erection to AG Pifer Construction in the amount of \$407,751.04; and to authorize the Mayor and City Clerk to sign and execute all contract documents, subject to approval of Budget Resolution 21-13.

SUMMARY: On February 12, 2021, purchasing received two (2) bid submittals for ITB#20-14, Training Tower Excavation, Foundation, and Erection. A.G. Pifer Construction was deemed the lowest, responsive and responsible bidder for a total amount of \$407,751.04.

Project No.: FIR027 Funding Account No.:

Presenter: Ken Fustin

ATTACHMENTS:

1.	A.G. Pifer Construction Co., Inc. Standard Contract for Services - ITB 20-14 Fire Training Tower Standard Contract for Services	A.G. Pifer Construction Co., Inc. Standard Contract for Services - ITB 20-14 Fire Training Tower Standard Contract for Services.pdf
2.	ITB 20-14 Fire Department Training Tower Excavation, Foundation and Erection Bid Tabulation Sheet 2.12.21	ITB 20-14 Fire Department Training Tower Excavation, Foundation and Erection Bid Tabulation Sheet 2.12.21.xlsx
3.	R.A. Connelly, Inc. Submittal 2.12.21	R.A. Connelly, Inc. Submittal 2.12.21.pdf
4.	A.G. Pifer Construction Co. Inc. Submittal 2.12.21	A.G. Pifer Construction Co. Inc. Submittal 2.12.21.PDF
5.	Signed WC & Leased Employee Forms	Fire Tower (2) Documents signed.PDF
6.	ITB 20-14 Fire Department Training Tower Excavation, Foundation, and Erection NOTICE of INTENT 2.15.21	ITB 20-14 Fire Department Training Tower Excavation, Foundation, and Erection NOTICE of INTENT 2.15.21.pdf
7.	Attachment A ITB 20-14 Bid Set Drawing	Attachment A ITB 20-14 Bid Set Drawing.pdf
8.	Addendum 1 ITB 20-14	Addendum 1 ITB 20-14.pdf

9.	Addendum 2 ITB 20-14	Addendum 2 ITB 20-14.pdf
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Krista Williams	Created/Initiated - 2/15/2021
Ken Fustin	Approved - 2/16/2021
Lupe Reyna-Coffin	Approved - 3/4/2021
Scott Neils	Approved - 3/4/2021
Matthew Jones	Approved - 3/4/2021
Jamie Miller	Approved - 3/8/2021
Robin Fenwick	Final Approval - 3/8/2021



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

1. Provision of Services

- (a) The Contractor hereby agrees to provide to the City, Fire Department training tower excavation, foundation and erection, pursuant to Intent to Bid 20-14 ("ITB 20-14"). This Contract together with ITB 20-14, Addendum No. 1, Addendum No. 2, Attachment "A" Bid Set Drawings, 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, Attachment "A" Bid Set Drawings, Addendum No. 1, and Addendum No. 2 of ITB 20-14 and the Bid Tabulation as submitted by Contractor in Contractor's Proposal, are attached hereto as **Exhibit "1"**. A complete copy of ITB 20-14, 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: This term of this Contract shall become effective on the last date the Contract is signed by the Parties ("Effective Date"). Work shall commence upon issuance of a written Notice to Proceed and shall be completed 120 days thereafter ("Term").

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

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

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

2. City Obligations. In return for the services identified above, the City agrees to compensate the Contractor at the pricing set forth in Exhibit "1," attached hereto, in an amount not to exceed Four Hundred Seven Thousand Seven Hundred Fifty-One and 04/100 Dollars (\$407,751.04). 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 Fire Chief, Ken Fustin, shall perform contract administration of this Contract. The City may change the contract administrator, from time to time and at any time, upon written notice to Contractor. For notice provisions, see the paragraph below entitled "Notice."
5. Liens. Contractor acknowledges that Contractor shall not be entitled to lien the City or other public property.
6. Termination for Convenience of the City
- (a) The parties agree that the City may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or part, whenever the City Manager of Port Orange shall determine that such termination is in the best interest of the City.
 - (b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the City Manager or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.
 - (c) Upon receipt of such Notice, the Contractor shall:
 - (i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
 - (ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;
 - (iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;
 - (iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and
 - (v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.
 - (d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of termination, unless one or more extensions of three (3) months each are granted by the Finance Director.
 - (e) The Finance Director, with the approval of the City Manager, shall pay from the using department's budget, reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or work completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.
 - (f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Finance Director shall pay the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

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

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

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

8. Termination for Default. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein. In the event of default by the contractor, the City reserves the right to procure the item(s) bid from other sources and holds the bidder responsible for excess costs incurred as a result. City Council may elect to refrain from doing business with the bidder as stipulated in City Code 2-276 Suspension and Disbarment.

9. Examination of Records

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

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

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

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

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

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

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

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

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

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

11. Termination for Non-Appropriation of Funds

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

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

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

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

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

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

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

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

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

Standard Insurance Requirements											
	Insurance	Standards	Additional Requirements								
☒	<u>Workers' Compensation</u> The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept elective exemptions. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit Form Exhibit.	<table><tr><td><u>Contract Amount</u></td><td><u>Limits</u></td></tr><tr><td>Up to \$10 million</td><td>Statutory/\$500,000</td></tr><tr><td>\$10 - \$20 million</td><td>Statutory/\$1,000,000</td></tr><tr><td colspan="2">Contracts over \$20 million To Be Determined by the City.</td></tr></table>	<u>Contract Amount</u>	<u>Limits</u>	Up to \$10 million	Statutory/\$500,000	\$10 - \$20 million	Statutory/\$1,000,000	Contracts over \$20 million To Be Determined by the City.		☐ If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐ If vessels involved, Jones Act coverage with limits of \$500,000 required.
<u>Contract Amount</u>	<u>Limits</u>										
Up to \$10 million	Statutory/\$500,000										
\$10 - \$20 million	Statutory/\$1,000,000										
Contracts over \$20 million To Be Determined by the City.											
☒	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$1,000,000 occurrence \$1,000,000 aggregate	☐ When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.								

☒	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	<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: Ken Fustin, Fire Chief 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5910
Contractor:	A.G. Pifer Construction Co., Inc. Attention: Anthony G. Pifer, President 3629 Old DeLand Road Daytona Beach, Florida 32124 (386) 257-4448 – Telephone (386) 257-5503 – Facsimile AGPiferinc@gmail.com

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

29. Contract Construction

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

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

[Remainder of this page intentionally left blank]

A.G. PIFER CONSTRUCTION Co., INC.

Witnesses:

By: _____

Anthony G. Pifer, President

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

Printed Name: _____

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2021, by Anthony G. Pifer, as President of A.G. Pifer Construction Co., Inc., a Florida corporation. He is ____ personally known or ____ produced _____ as identification.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name:_____

By: _____
Donald O. Burnette, Mayor

Printed Name:_____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 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 Quote

Consisting of 87 Pages



"ATTACHMENT 1" ITB 20-14 SCHEDULE OF UNIT PRICING

BID FORM

CITY OF PORT ORANGE

ITB 20-14 Fire Department Training Tower Excavation, Foundation and Erection

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

Instruction to save Attachment from Demandstar website:

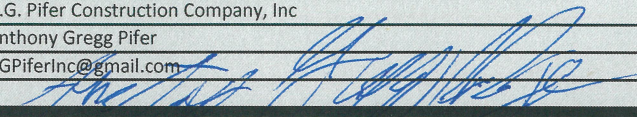
Perform "File Save As" and save spreadsheet to your computer. Fill in pricing in the highlighted cells electronically.

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

NAME OF BUSINESS: A.G. Pifer Construction Company, Inc

CONTACT PERSON: Anthony Gregg Pifer

EMAIL ADDRESS: AGPiferInc@gmail.com

AUTHORIZED SIGNATURE: 

ITEM #	DESCRIPTION	QTY	UNIT	TOTAL UNIT COST	EXTENDED COST
A	PROJECT ITEMS				
1	Mobilization/Demobilization	1	LS	\$ 90,120.00	\$ 90,120.00
2	Survey Layout & Staking	1	LS	\$ 6,000.00	\$ 6,000.00
3	Clearing	1	LS	\$ -	\$ -
4	Certified As-Built Survey	1	LS	\$ 3,500.00	\$ 3,500.00
				Part A Subtotal	\$ 99,620.00
B	SITE ITEMS				
1	Grading	1	LS	\$ 3,500.00	\$ 3,500.00
2	Subgrade Preparation	1	LS	\$ 5,000.00	\$ 5,000.00
3	6" Concrete Apron	76	CY	\$ 333.04	\$ 25,311.04
				Part B Subtotal	\$ 33,811.04
C	BUILDING/FOUNDATION ERECTION				
1	Building Foundation, Piers, Slab	1	LS	\$ 49,920.00	\$ 49,920.00
2	Building Erection (Building Furnished to Site	1	LS	\$ 224,400.00	\$ 224,400.00
				Part C Subtotal	\$ 274,320.00
				TOTAL BID (Sum of Parts A, B and C)	\$ 407,751.04
Confirm the number of calendar days to complete upon receipt of PO:				\$ 120.00	Days
Shall warrant all materials, labor and workmanship for the minimum period of:				\$ 1.00	Years
AWARD: THIS BID WILL BE AWARDED TO THE LOWEST, RESPONSIVE, RESPONSIBLE BIDDER					

SECTION 3 – SCOPE OF WORK

1) SUMMARY OF WORK:

This is for the excavation, foundation and erection of the **FIRE DEPARTMENT TRAINING TOWER**. The work consists of furnishing all labor, equipment, and materials for the construction of the facilities consisting of, but not limited to, the following:

Provide all labor, materials, and equipment necessary to prepare the site, build the foundation for, and erect the Public Safety Training Facility in accordance with the plans and specifications contained herein. Coordination with the City's electrical contractor to allow the placement of electrical wire and conduit to be run from an existing building to the project site. Along with the training facility's foundation, a concrete slab will be installed with connections to an existing drive path. The training facility is a prefabricated, 5-story steel structure that requires certification from the manufacturer to erect. Arrangements shall be made by the successful bidder to provide the manpower and equipment to take delivery of and properly store on the project site, the prefabricated training facility structure. In addition to the above, the contractor shall furnish all equipment, labor, and tools as necessary to complete the work and restore the site area, while maintaining full compliance with all applicable local, state, and federal requirements including, but not limited to, those promulgated by the City of Port Orange, Volusia County, the Florida Department of Transportation, the Florida Department of Environmental Protection, the US Environmental Protection Agency, the St. Johns River Water Management District, and the Occupational Safety and Health Administration within the given time frame. All construction shall be in accordance with the City of Port Orange details and specifications.

2) DRAWINGS, SPECIFICATIONS, AND REQUIREMENTS:

See Pages 12-23 and 87-94 of this solicitation for Specifications and Drawings. You can find a separate PDF of this document on the City of Port Orange website at the link below:

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

Document Title:

- **“Attachment A” ITB 20-14 Bid Set - Drawings for Fire Department Training Tower Excavation, Foundation, and Erection**

3) PROJECT TIMELINE:

- Notice of Award: After Bid Opening and complete review of submitted bid information.
- Notice to Proceed: After Pre-Construction Meeting.
- Final Completion Time: Not to exceed One Hundred & Twenty (120) calendar days maximum from the Notice to Proceed.

[Remainder of this page left intentionally blank]

DIVISION 13 - SPECIAL CONSTRUCTION

SECTION 13121 - PRE-ENGINEERED STEEL FIRE TRAINING TOWER

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

Drawings and general provisions of the contract, including General and Supplementary Conditions and Specification Sections, apply to this Section.

1.2 SUMMARY:

This Section includes the following:

- Fire Training Tower
- Design requirements

1.3 RELATED SECTIONS:

The following Sections contain requirements that relate to this section:

1.4 REFERENCES:

1.4.1 American Iron and Steel Institute (AISI):

"Specification for the Design of Cold-Formed Steel Structural Members."

1.4.2 American Institute of Steel Construction (AISC):

"Manual of Steel Construction", Allowable Stress or Load and Resistance Factor Design.

1.4.3 American Society for Testing and Materials (ASTM) Publications:

ASTM A-36 "Standard Specification for Carbon Structural Steel"

ASTM A-123 "Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products"

ASTM A-653 "Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process"

ASTM A924 "Standard Specification for General Requirements for Steel Sheet, Metallic-Coated by the Hot-Dip Process"

1.4.4 National Fire Protection Association (NFPA):

NFPA 1402 – "Guide To Building Fire Training Service Centers"

NFPA 1403 – "Standard On Live Fire Training Evolutions"

1.4.5 Occupational Safety and Health Standards (OSHA):

29 CFR 1910.23 – "Ladders"

29 CFR 1910.25 – "Stairways"

29 CFR 1910.29 – "Fall Protection Systems and Falling Object Protection"

PART 2-DESCRIPTION

FIRE TRAINING SIMULATOR

2.1 PURPOSE:

This structure will be used to provide training for fire fighters and leaders in controlled environments, which replicate actual conditions.

2.2 GENERAL:

The tower shall utilize a structural steel frame system and curtain wall design. Structural framing systems are considered the norm for high-rise and commercial structures. The curtain wall/exterior wall panel design produces an ideal buffer or protection between the main structural frame of our building and any exterior elements, so that if an exterior wall panel is damaged (i.e., fire truck hits the side of the tower) no structural damage is likely to occur. This wall panel system also creates a flat surface ideal for ladder or rappelling anywhere on the tower to simulate actual street conditions.

2.3 STRUCTURAL INTEGRITY:

The wind loads, deck and the roof loads stated herein represent the standard criteria. Increased loadings, as may be dictated by local jurisdictions, will be accommodated. The primary structural system shall utilize hot-rolled structural steel column and beam frames sized to meet and exceed the loads as indicated. This training simulator shall be considered a non-building structure for both code compliance and load interpretation. The primary and secondary structural system shall also meet and exceed the loads as indicated while maintaining a maximum deflection of L/240.

2.4 CODE COMPLIANCE:

The training simulator's primary structural and seismic design shall be in accordance with the building code having jurisdiction in the area of the project. Due to the nature of the intended use of these training towers, the stair and railing design, the means of egress, fire wall requirements as well as other construction issues, are not expected to satisfy the criteria of buildings intended to accommodate public occupancy. This may require a building code variance in some locations; however, this simulator shall meet all applicable NFPA and OSHA standards that are effective the date the structure is approved for construction (including any extended effective dates specifically stated within these standards). It is the responsibility of the owner to obtain such variance if required.

2.5 MATERIALS:

All materials shall be new and shall conform to applicable ASTM specifications. All structural or nonstructural materials used, 10 gauge or less in thickness, whether exposed or not to the elements shall be **hot-dipped galvanized**. **When any mention of galvanized is noted within these specifications, it shall be implied to mean hot-dipped galvanized.** Any exposed material which is not galvanized, shall be given one coat of shop paint.

2.6 FASTENERS:

All fasteners utilized with galvanized steel panels not exposed to the elements shall be electro-galvanized. All exterior fasteners shall be furnished with a contained EPDM washer under the head for sealing. Structural columns and beams shall be field bolted with (A325) 5/8" diameter electro-galvanized bolts or larger. Anchor bolts shall be furnished by the concrete contractor, unpainted and of the size specified on the anchor bolt plan.

2.7 WEATHER SEALING:

All joints in weather tight areas are to be sealed with tape caulk or foam closures as specified on the building plan. Because of the intended use water tightness of simulators is not required or assured.

2.8 ROOF SYSTEMS:

Roofs shall be decked with 30" or 36" wide, 18 ga. unpainted galvanized 18 gage steel deck per **ASTM A-653, class G60** with recessed fasteners and shall meet the stated design load. Panels must have 6" on center cell spacing with an actual 4 ¼" flats with an actual 1 ¾" wide recesses and a maximum of 1 ½" deep recesses. Panels must be roll formed.

2.9 EXTERIOR WALL SYSTEM:

Wall panel/curtain wall system shall provide for a concentrated rappelling/ladder load of 890 pounds while the primary structural framing supporting this wall system shall provide for a concentrated point load of 2300 pounds. **Rake trims, parapet rake trims, and window opening sill trim corners shall be beveled to prevent rope chafing, personal injury, or equipment damage.**

2.10 WALL PANELS:

The exterior wall panels shall be essentially flat to allow for safe laddering and rappelling anywhere on the simulator without the requirement of additional exterior surface plates to form a flat surface. The exterior wall panels shall be of 18 ga. hot-dipped galvanized steel per ASTM A-924, class G-90. Panels shall have nominal 4 ¾" flats with a maximum 1 1/8" wide recesses and shall be set in the horizontal plane. Since panels are set in the horizontal plane, sealants are not required to make this structure weather tight (sealants in extreme temperature environments will breakdown prematurely). Panels must be brake formed to provide a maximum 1/8" inside radius. All end joints of all panels must be backed by a splice panel, which extends a minimum of 12" either side of the joint (24" total). Exterior walls panels shall be painted from the customer's choice of the manufacturer's available colors.

The interior wall panels shall be corrugated for added strength and durability. The interior wall panels consist of hot-dipped galvanized steel per ASTM A-924. The interior wall panels shall have a ¾" deep maximum corrugation at 3 ½" on center and shall be set in the vertical plane. Interior wall panels shall be painted white.

Painted wall panels (interior and exterior) shall be manufactured from coil coated steel meeting ASTM A-924, hot-dipped galvanized, and painted with a **paint system on both sides** of the panel. The base coat shall be a 0.2 to 0.25 mil coat of a polyurethane primer. The topcoat shall be a 0.7 to 0.8 mil coat of silicon protected polyester on the face side. The paint, on both sides of the panel, is to be baked on. The finished surfaces are to have a light wax coating applied after painting.

2.11 SECONDARY WALL FRAMING:

Wall framing shall be of conventional steel stud construction. Studs are to run vertically to represent common stud construction and be spaced at no more than twenty-four (24) inches on center. Stud size and gage shall be determined by the design engineer and shall accommodate all design criteria stated in other sections of this specification. All rough openings shall be framed in the conventional manner and provide fastening surfaces for all interior and exterior finishes and trims as provided with the building system.

2.12 SECONDARY ROOF FRAMING:

Roof framing shall be of conventional steel joist construction. Joists are to be spaced at no more than 24 inches on center and shall have a maximum span length of 14 ft. All rough openings shall be framed in the conventional manner and provide fastening surfaces for all floor and roof decks as provided with the building system.

2.13 WINDOW & DOOR LOCATIONS:

Window and door locations indicated on the drawings are suggested only. All such openings are to be field cut and with the exception of the stair wall, may be located according to preference.

2.14 WINDOW SHUTTERS:

All window openings shall be provided with a swinging shutter of the proper size for the opening. Framed opening studs/jambs shall be 16 ga. galvanized steel. Shutters for all areas shall be made with double skins of 18 ga. galvanized steel per ASTM A-924. Shutters will be provided as a 1-3/8" thick factory welded hollow metal assembly with a minimum of 3 vertical interior hat channel stiffeners and a 14 ga. hinge reinforcement. The hinges shall be ball-bearing swaged mortise mount, 4" x 4" x 5/32" thick stainless steel, commercial grade, and provided with the appropriate quantities per shutter (see paragraph below). A hollow metal welded assembly shall be used to prevent premature temperature warping that occurs on single panel/sheet shutters. Galvanized shutters are required to prevent premature rusting. All shutters shall be provided with a galvanized hold open latch.

Shutters for all areas except the burn room shall have two heavy-duty hinges. Shutters for the burn room areas shall have three heavy-duty hinges. In addition, burn room shutters shall be protected with a 1" thick Westemp insulation panel mounted on the inside of the burn room.

2.15 DOORS:

Doors for all areas except for burn areas shall be double skins of 18 ga. galvanized steel (total thickness), per ASTM A-924, and shall be an insulated hollow metal swing doors with 3 stainless steel ball-bearing hinges and full weather stripping. Framed opening studs/jambs shall be 16 ga. galvanized steel. This 1 3/4" thick door shall have a baked-on enamel finish and will include a lockset. Locksets shall meet ANSI A156.2 Series 4000 Grade 2 certifications and shall be keyed alike. Doors on 1st floor mounted at top of curb shall include a door sweep to allow for hose advancement even when door is closed to exterior of tower.

Doors for the burn areas shall be made with double skins of 18 ga. galvanized steel per ASTM A-924 with four heavy-duty hinges. The hinges shall be ball-bearing swaged mortise mount, 4" x 4" x 5/32" thick stainless steel, commercial grade. Doors will be provided as a 1-3/8" thick factory welded hollow metal assembly with a minimum of 3 vertical interior hat channel stiffeners and a 14 ga. hinge reinforcement. A hollow metal welded assembly shall be used to prevent premature temperature warping that occurs on single sheet doors. Galvanized doors are required to prevent premature rusting. Framed opening studs/jambs shall be 16 ga. galvanized steel. Doors shall be provided with a galvanized hold open latch, a 6 1/2" door pull, and an adjustable spring closure. Door sweep is to be provided to allow hose advancement even when door is closed to exterior of burn room. In addition, burn room doors shall be protected with 1" thick Westemp insulation panels mounted on the inside of the burnroom.

2.16 PARAPET WALLS:

Parapet walls, if utilized, shall be designed to resist a load of 50 lb./ft. and a concentrated point load of 200 lbs. in any direction at the top. This wall shall incorporate a minimum of 12 ga. galvanized studs at one foot on center with 18 gage wall panels installed on both sides. The parapet shall incorporate an integral draining system that provides for uniform drainage without the need for a concrete roof covering.

2.17 SECONDARY FLOOR SYSTEM:

Interior decks shall be of six-inch-wide, unpainted 18 ga. **slip resistant galvannealed** steel per **ASTM A-924, A-60** with recessed fasteners and shall meet the stated design load. Panels must have nominal 5" flats with a maximum 1" wide by 1" deep recesses (maximum 1" recess is required to prevent potential injuries). Panels must be brake formed at 90 degrees and provide inside radiuses no greater than 1/8". All floor and roof decks shall be framed with light gage steel "C" joists spaced at no more than 24 inches on center and shall have a maximum span length of 14 ft. Joists size and gage shall be determined by the design engineer and shall accommodate all design criteria stated in other sections of this specification. Concrete floor covering is not required in non-burn room areas due to the safe (no large recesses to twist ankles or injure knees) and user-friendly floor panels specified. Toe kicks shall be installed around the entire perimeter of each floor to prevent potential injuries due to exposed openings to floor below. Concrete floor covering can be specified for the entire floor system while still maintaining stated design live loads. All burn room areas shall have concrete floor covering as specified below. Concrete floor covering is by others.

If concrete floor covering is specified, the concrete shall be a minimum of 1 1/2" thick and shall be fiber reinforced. The concrete shall be pitched toward exterior walls and doors. Even with concrete covering, the steel floor panels, located below, shall alone be designed to carry all of the required loads and shall still be a minimum of 18 ga. thick galv. steel. Concrete is prone to damage in high temperature burn areas and in unheated structures due to freeze/thaw conditions, therefore concrete cannot be used to increase the design strength of the steel floor panels/decks in fire training structures.

2.18 STAIRS AND ACCESSORIES:

2.18.1 Stair **widths shall be a minimum of 3'-0" wide and a maximum of 3'-8" wide.** Stair rails shall include 36" high handrails and 42" high guardrails on both sides of the stairs. Handrail extensions are not to be utilized to prevent unnecessary hazards when training. Stringers shall be plate, treads and platforms are bar grate, and risers to be open. Bar grate treads (19W4 x 1" deep) are to be factory attached to the stringers and shall include a diamond plate nosing. Stairs shall be designed to resist a loading of 100 psf and a minimum concentrated load of 1000 lbs. applied at any point.

2.18.2 Handrails and guardrails shall consist of schedule 40 - 1 1/4" i.d. (1.66" o.d.) round pipe and the openings between rails shall not exceed 12" (minimum of three horizontal rails required). Handrails and guardrails shall be designed to resist a concentrated point load of 200 lbs. in any direction at the top. Guardrails on stairs shall be an all factory welded assembly. Guardrails at openings shall have a factory welded post assembly to allow for the attachment of horizontal rails and shall be a minimum of 42" high.

2.18.3 Stairs, stringers, handrails, guardrails, bar grating, ladders, and platform frames shall be hot-dipped galvanized per ASTM A-123. All welds, holes, cutting, and bending must be made prior to hot-dip galvanizing.

2.19 WH-4/FIRE CHIEF FEATURES:

2.19.1 TOWER SECTION:

- 12'-0" x 22'-0" x 50'-0"
- Lower Flat Roof with Parapet Upper Flat Roof with Railing Top Floor No Cladding (3) Sides
- Wind Load 140 MPH; Risk Category II; Exp. C Roof live load 100 PSF
- Floor live load 100 PSF
- 3' x 4' window openings with steel shutters (see drawings for Qty.) 3' x 7' metal door (see drawings for Qty.)
- 2'-8" x 7' metal door (see drawings for Qty.)
- 4' x 4' roof chop-out curb, 12 ga. galvanized (see drawings for Qty.) Interior stairs to the fourth deck level
- Parapet roof guard with exclusive roof drainage to the exterior of the building

2.19.2 RESIDENTIAL SECTION:

- 34'-0" x 22'-0" x 27'-3" ridge
- 16 degree double pitched, 2/3 gabled roof, 1/3 flat roof with parapet Wind Load 140 MPH; Risk Category II; Exp C
- Roof live load 100 PSF
- Deck live loads 100 PSF (including attic area) Interior "L" shaped stair to second floor Attic drywall frame
- Roof ladder fender brackets (see drawings for Qty.)
- 3' x 4' window openings with steel shutters (see drawings for Qty.) 6' x 4' window opening with steel shutters (see drawings for Qty.) 3' x 7' exterior steel door (see drawings for Qty.)
- 6' x 7' exterior double leaf steel door (see drawings for Qty.) 3' x 7' interior steel door (see drawings for Qty.)
- 3' x 3' hinged gable louvered shutters (see drawings for Qty.)
- 4' x 4' roof chop-out curbs, 12 ga. galvanized (see drawings for Qty.)
- Parapet roof guard with exclusive roof drainage to the exterior of the building with chained openings

2.19.3 ANNEX:

- 20'-0" x 22'-0" x 14'-0" High
- 3½" in 12" single pitch roof to flat roof
- Wind Load 140 MPH; Risk Category II; Exp C Roof live load 100 PSF
- 4' x 4' roof chop-out curb, 12 ga. galvanized (see drawings for Qty.) 3' x 4' window openings with steel shutters (see drawings for Qty.) 3' x 7' exterior steel door (see drawings for Qty.)
- 3' x 7' interior steel door (see drawings for Qty.)

2.20 ADDITIONAL FEATURES TO BE INCLUDED:

Fire Escape

Exterior fire escape to the *roof deck (40' high)*. Stair widths shall be 3'-0" wide and hot-dipped galvanized. Constructed of formed stringers welded to bar grate treads with open risers. Handrails to be manufactured from 1.25" I.D. (1.66" O.D.) schedule 40 round pipe and hot-dipped galvanized. To include swing doors at each upper floor.

Ships Ladders

Provide two (2) ships ladders that extends from the *4th floor to the lower roof deck & from the lower roof deck to the upper roof deck*. The ships ladder shall be constructed from heavy gage steel stringers and welded steel bar grate treads and open risers. The ladder shall have handrails on both sides and shall be provided hot-dipped galvanized.

Forged Swivel Rappelling Anchor

(7) Rappelling anchors shall be rated for an ultimate load of 10,000 lbs. and working load of 1,000 lbs. (exceeds OSHA load requirement 29 CFR 1926.502(d)(15) and meets NFPA 1402 standard 11.2.1). The anchor housing shall be galvanized aircraft quality alloy and capable of a 360-degree swivel and 180-degree pivot. Each anchor shall be 200% proof-load tested.

Roof Hatch 2'-6" x 4'-6"

Provide (2) Bilco 2'-6" x 4'-6" roof hatches; (1) in the lower *tower roof* & (1) in the upper *tower roof*. The hatch shall be equipped with compression spring operators, positive latching mechanism, automatic hold open arm, and shall be galvanized steel with prime paint covering.

Riser System

Brass Siamese fire department connection (4" x 2 ½" x 2 ½"; NST thread) located at the exterior of the tower, with galv. interior 4" diameter riser, *34' high*. Include a connection 2.5" NST thread on the towers interior at each deck level and a connection for future sprinklers at each floor.

Ladder Hook Bar

The ladder hook bar is used on sloped roofs to ensure a safe attachment of the trainee's ladder hook when setting the ladder on the roof itself. This system consists of 10'-6" long schedule 80 pipe with 12 ga. pipe angles for attachment. This system shall be hot-dipped galvanized. – (3) ladder hook bars required

Roof Guard Rails

Rails and posts to be manufactured from 1.25" I.D. (1.66" O.D.) schedule 40 round pipe and hot-dipped galvanized. Openings between rails shall not exceed 12" (minimum of three horizontal rails required) and top rail shall be a minimum height of 42" high. System to be installed around the perimeter of the; tower upper roof & annex flat roof and set back from the edge of the roof for additional safety.

Durabak™ Slip-Resistant Paint Roof System

18 ga. galvanized roof panels covered with a three-coat paint system. The basecoat shall consist of a etch primer while the two topcoats will consist of a finishing polyurethane paint with embedded rubber aggregate. This paint shall be slip resistant, waterproof, abrasion, chemical, salt water, UV and corrosion resistant. Note: Paint does not cover recesses in panels, only the flats of the panels.

Acceptable manufacturer of this paint system is The Durabak™ Company.

Sprinkler System

A two head sprinkler system shall be located on the 1st floor. The system shall utilize galvanized 1" diameter pipes, galvanized elbows/tees, and a shutoff valve, along with the threaded rods/clamps required for attachment. – (1) total sprinkler system(s) required

2.21 NOT USED:

2.22 NOT USED:

2.23 NOT USED:

2.24 DESIGN, DRAWINGS & DATA:

The supplier shall be responsible for providing the design exclusive of the foundation. Shall submit, as requested, structural calculations for review. Will, within fifteen (15) working days after the receipt of order, submit two (2) sets of drawings detailing anchor bolt loadings and locations as well as general plans and elevations. Will submit two (2) sets of assembly (steel erection) drawings and two (2) sets of assembly manuals concurrent with the shipment of materials. Building parts shall each be identified by individual part numbers clearly written on or attached to the part. Part numbers shall coincide with the drawings.

2.25 DELIVERY, INSPECTION & STORAGE:

All components and accessories shall arrive via flatbed trailer. Materials for the burn room may arrive separately via common carrier. Inventory of delivered materials must be taken during delivery or shortly thereafter. Damage to, or shortages noted during delivery must be noted on the freight bill and reported at once to the manufacturer. All claims for damages or shortages must be reported within forty-eight (48) hours of delivery. Security and materials protection in storage is the responsibility of the receiving party. Materials packaged in small cartons must be stored in a secured area to prevent theft and/or damage by the elements. Materials stored outside must be stacked on pallets and covered with suitable waterproof coverings (not plastic).

2.26 WARRANTY:

2.26.1 General Warranty:

The tower supplier shall certify that the training tower and its components have been designed to meet the contract specifications. The tower supplier shall warrant the materials and components to be free of fabricating defects for a period of **one (1)-year** from the date of shipment. This warranty is limited to the replacement of defective parts, or at the tower supplier's option, authorization may be given to the PURCHASER to charge back to the supplier an agreed upon amount for extra fieldwork. The supplier will not ship replacement parts nor authorize extra work to any party other than the ORIGINAL PURCHASER. Any pre-engineered structure will require the erector to furnish a certain amount of field fabrication and / or modifications as stated in the manufacturer's handbook. Sections of work requiring field cutting or drilling are indicated on the drawings or in the assembly manual. Other field modifications may be necessitated by site conditions beyond the manufacturer's control. The foregoing is not subject to warranty.

2.26.2 Burn Room Insulation Warranty:

The burn room wall and ceiling insulation system shall be covered by a **fifteen (15)-year** limited warranty that provides coverage against a break in the thermal barrier caused by cracking, breaking, and spalling. This warranty is to apply to products under normal use and recommended service temperatures - but shall also include damage that has been caused by thermal expansion, thermal contraction, impact load, and thermal shock. This warranty is to be limited to component replacement or repair of defective components at the manufacturer's option. The replacement cost of the materials shall not be prorated over the warranty period itself (i.e., the supplier shall bear 100% of the material replacement cost for the duration of the warranty).

2.26.3 Paint Warranty:

The paint system shall provide a **thirty/twenty-five (30/25)-year** limited warranty on paint finish, which includes chalking and breakdown of film integrity.

2.26.4 Structure Warranty:

A five (5)-year limited warranty shall be provided on the structure itself.

2.27 SUBMITTALS:

2.27.1 GENERAL: Submit the following in accordance with the Conditions of the Contract and Division 1 Specification Sections:

2.27.1.1 PRODUCT DATA, floor plans, elevations, catalog, general specifications, locations of similar projects completed.

2.27.1.2 SAMPLES of the manufacturer's standard color charts covering both the siding colors and the door and window trim colors shall be furnished to the owner.

2.27.2 QUALITY ASSURANCE:

2.27.2.1 ERECTOR QUALIFICATIONS: The erector shall provide evidence of successfully completing two Fire Training Towers of similar size and scope or shall be a certified Fire Facilities erector, as project requires.

2.28 SUPPLIERS/SYSTEMS:

2.28.1 Acceptable Suppliers/Systems: Fire Facilities, Inc.®, 314 Wilburn Road, Sun Prairie, WI, 53590, Phone: 800/929-3726 or 608/327-4100, Fax: 866/639-7012 or 608/834-1843, E-mail: info@firefacilities.com, Website: www.firefacilities.com

2.28.2 Alternate Suppliers/Systems: Any systems/materials not explicitly meeting the specifications stated herein, shall be reviewed for determination of equivalency after bid opening. For all systems/materials in question, the supplier/contractor shall provide samples, written specifications, burn room insulation thermal performance values, warranties, full set of drawings, and MSDS. An itemized list must be provided that specifically references each item that deviates from this specification. In any case, all performance and warranty criteria stated herein must be met without exception.

PART 3-EXECUTION

3.1 GENERAL:

Comply with the manufacturers recommendations for preparation and storage of the tower components.

3.2 EXAMINATION:

Verify that concrete work has cured a minimum of 14 days. Verify that anchor bolts are at the proper spacing and protrude the proper amount above the concrete. Report any variances to the owner's representative prior to proceeding with erection.

3.3 ERECTION:

Follow the details supplied by the manufacturer. Report any discrepancies to the manufacturer prior to proceeding.

3.4 FIELD QUALITY CONTROL:

3.4.1 DEFECTIVE WORK:

Materials, components and assemblies not complying with the manufacturer's installation recommendations shall be repaired or replaced, at the option of the manufacturer.

3.4.2 INSPECTION:

Verify that all bolted connections are tight, self-drilling screws with integral washers are seated snugly without washer distortion and rivets have not pulled through the attached materials.
Replace improperly set or damaged fasteners.

Inspect all panels, trims and accessories for proper installation and fit. Replace any item which is damaged, warped or distorted. Ensure that all field mitered corners fit tightly and smoothly.

3.4.3 ADJUSTING:

Adjust all shutters, swing doors and hatches so that they swing smoothly without binding and so that the appropriate hardware latches without forcing or slamming. Ensure that all closures are adjusted so that they close smoothly.

Check all electrical and mechanical devices to make sure that they are working properly. Temperature monitoring systems must be checked to see that each thermal-couple works accurately. Fans must be tested and demonstrated as working at all speeds.

3.4.4 CLEAN-UP:

At the end of each day check the site and pick all debris and garbage. Ensure that all materials are secured in a neat and orderly fashion.

Thoroughly clean the tower inside and out at the completion of the erection process to remove all debris, garbage, packing materials, metal shavings and dirt.

End of Scope of Work

CITY OF PORT ORANGE, FLORIDA

INVITATION TO BID

"Attachment A" BID SET – Drawings

FIRE DEPARTMENT TRAINING TOWER EXCAVATION, FOUNDATION AND ERECTION

Drawings can be found on the City of Port Orange website. See link for attachment of documents:

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

"Attachment A" ITB 20-14 Bid Set - Drawings for FIRE DEPARTMENT TRAINING TOWER
EXCAVATION, FOUNDATION AND ERECTION



ITB #20-14

Prepared by: Michael Hall, Buyer

Release Date: January 8, 2021

Bid Due Date & Time: February 12, 2021 @ 2:30 PM

City of Port Orange, Florida

1000 City Center Circle

Port Orange, FL 32129

(386) 506-5740

purchdiv@port-orange.org

www.port-orange.org

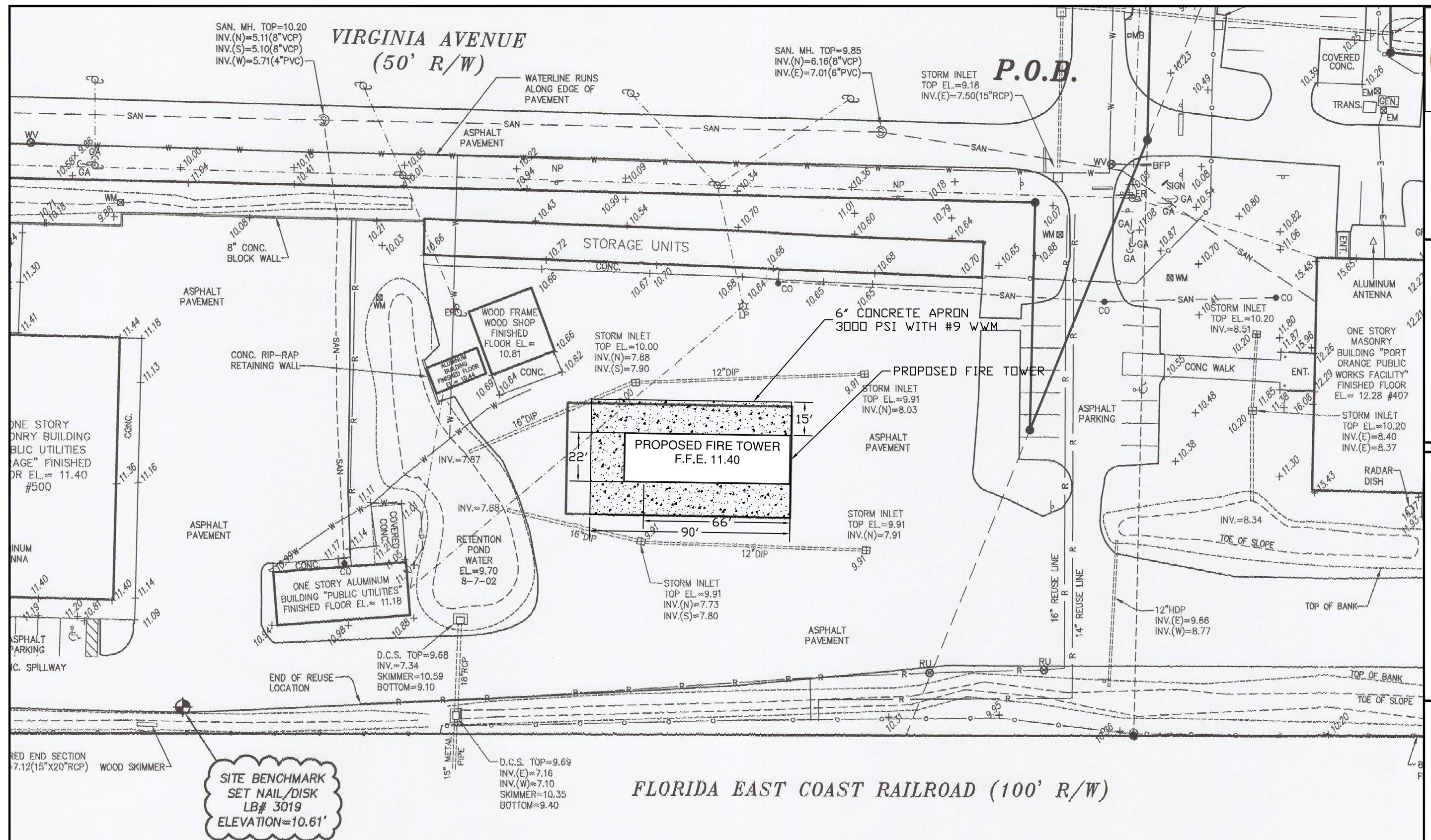


SITE PLAN

PROJECT NO.	ISSUE DATE: 3/9/2020	CHECKED BY: JR	DRAWN BY: JR
	DESIGNED BY: JR		DRAWING FILE: XREFS:

SCALE: 1" = 20'

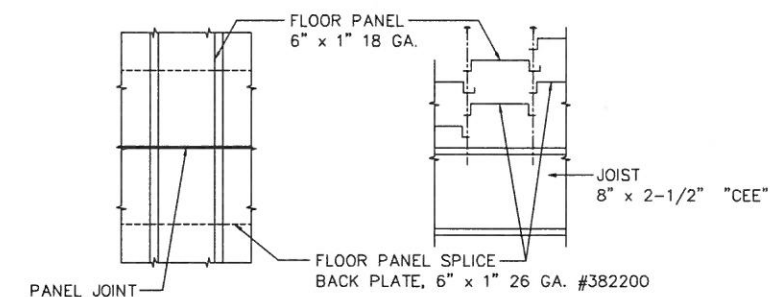
SHEET 2 OF 2



North arrow for reference only -
coordinate actual orientation on site

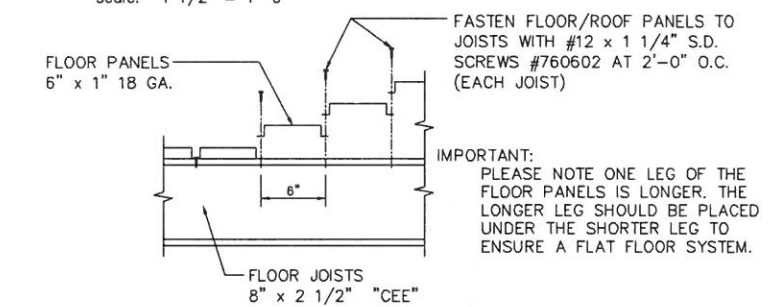
DESIGN LOADS:

ROOF LIVE LOAD:	100 PSF
FLOOR LIVE LOAD:	100 PSF
WIND LOAD:	140 MPH; RISK CAT II; EXP C
SEISMIC DESIGN CAT:	LOCAL
SITE CLASS:	LOCAL
DESIGN CODE:	LOCAL & NFPA 1402



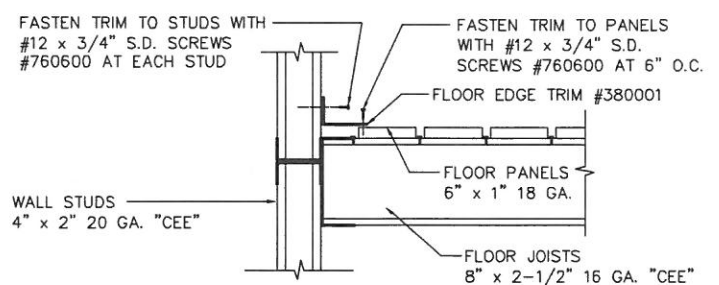
FLOOR PANEL SPLICE PLATE

scale: $1 \frac{1}{2}'' = 1'-0''$



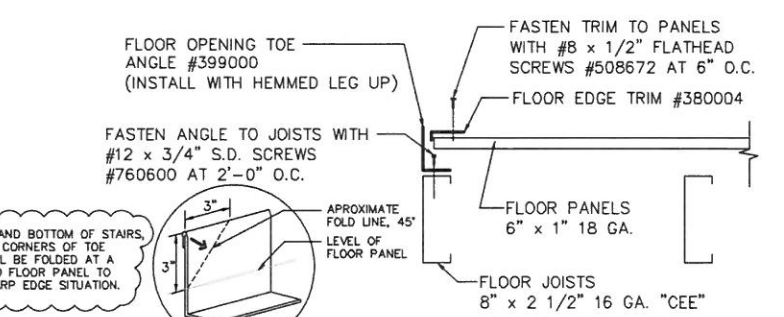
TYPICAL FLOOR PANEL FASTENING DETAIL

scale: $1 \frac{1}{2}'' = 1'-0''$



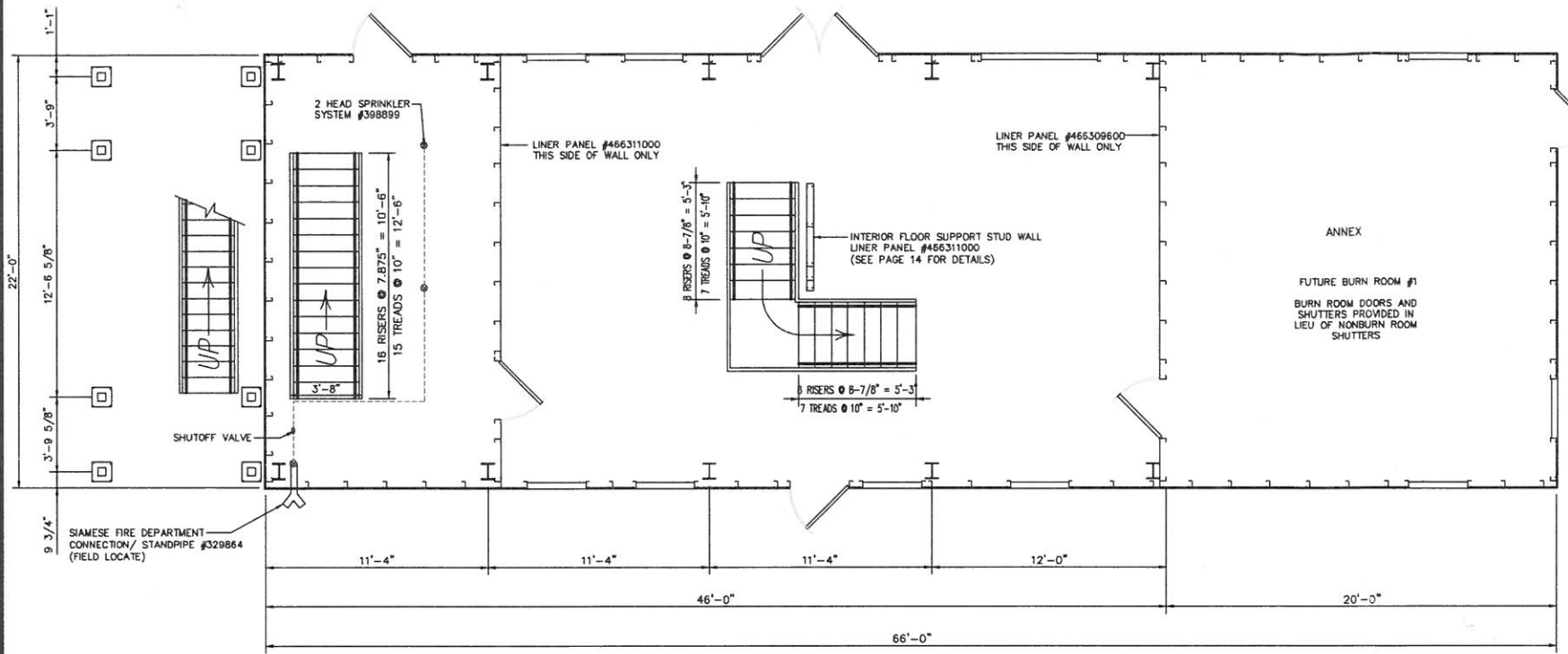
TYPICAL FLOOR EDGE TRIM DETAIL

scale: 1 1/2" = 1'-0"



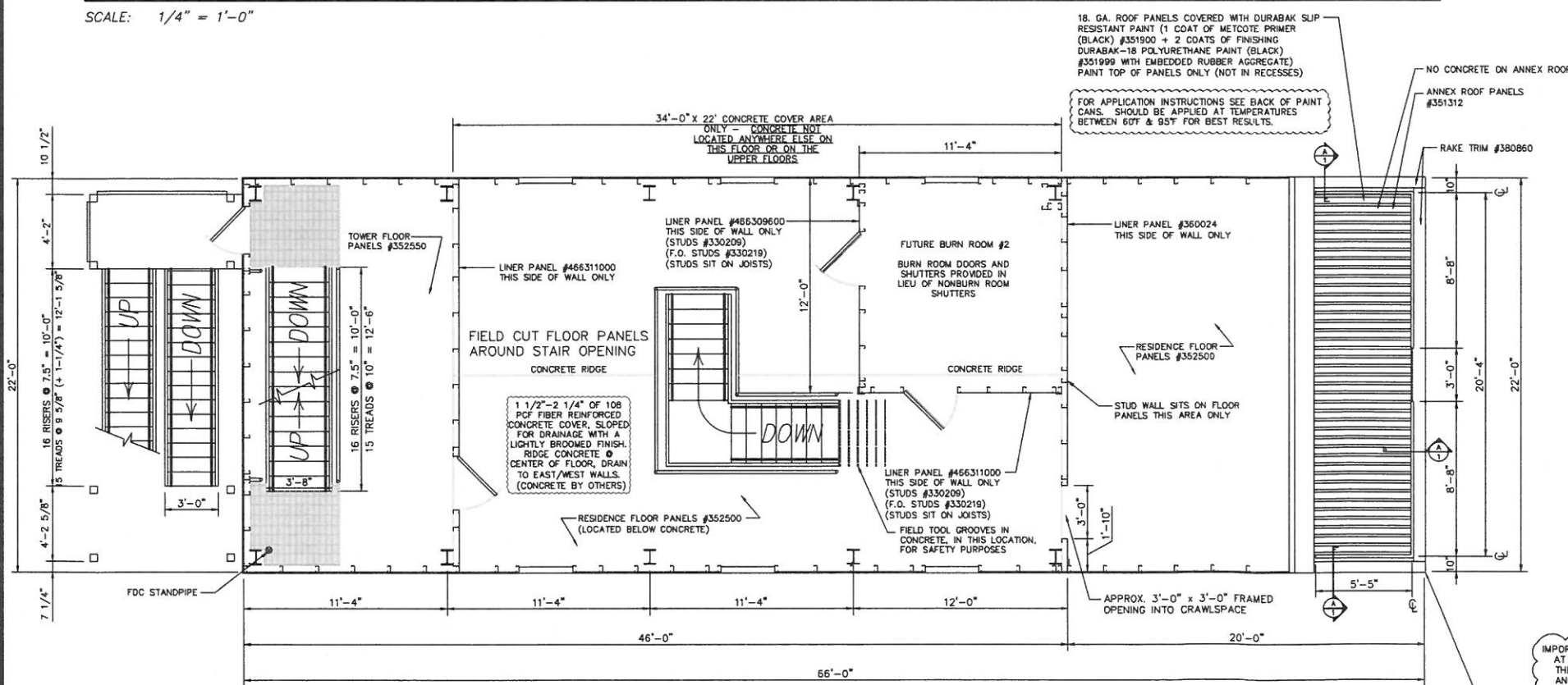
TYPICAL FLOOR OPENING TRIM DETAIL

scale: 1 1/2" = 1'-0"



FIRST FLOOR PLAN

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



SECOND FLOOR PLAN

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

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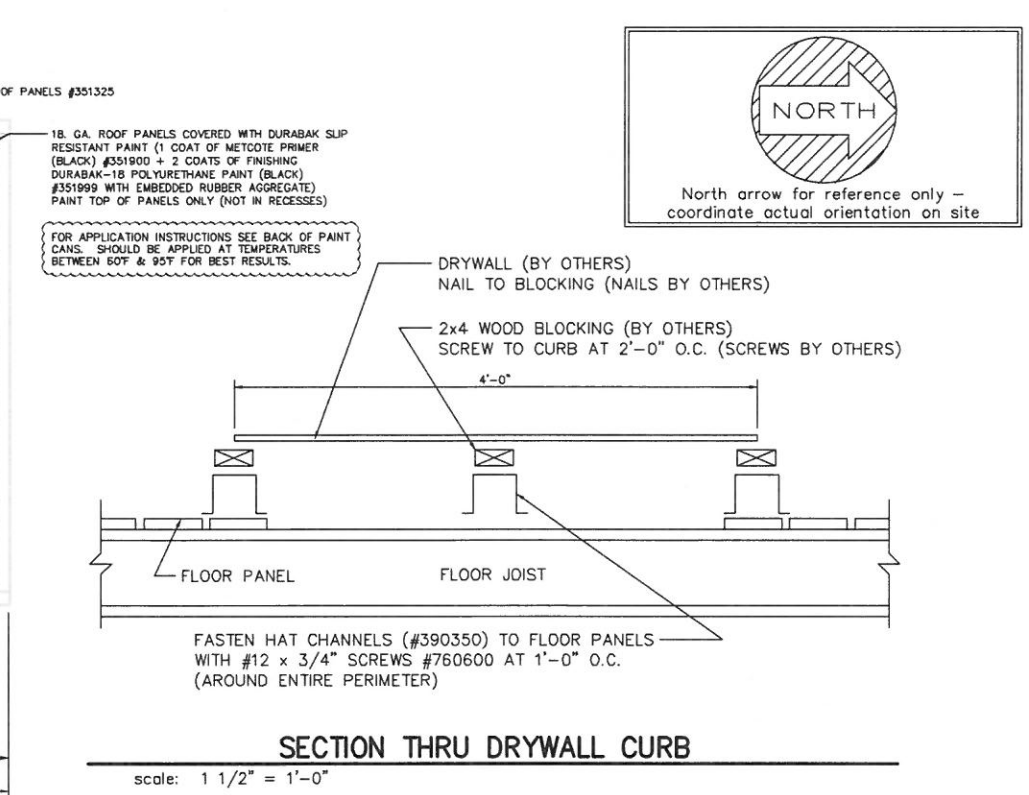
FIRE FACILITIES
STEEL FIRE TRAINING TOWERS

FIRE FACILITIES, INC.
314 WILBURN ROAD, SUN PRAIRIE, WI 53590
OFFICE: (608) 327-4100 FAX: (608) 834-1843
TOLL FREE: (800) 929-3726 TOLL FREE FAX: (866) 639-7012
WWW.FIREFACILITIES.COM; INFO@FIREFACILITIES.COM

WESCO MODEL WH-4
CUSTOM
PORT ORANGE, FL

Date:	MAY 29, 2018
Drawn by:	GWL
Checked by:	SPW
Scale:	SHOWN
Order No.	#5062
Sheet No.	

01 of 04



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



scale: 1 1/2" = 1'-0"



scale: 1 1/2" = 1'-0"

TOWER FOURTH FLOOR AND RESIDENCE ROOF PLAN

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

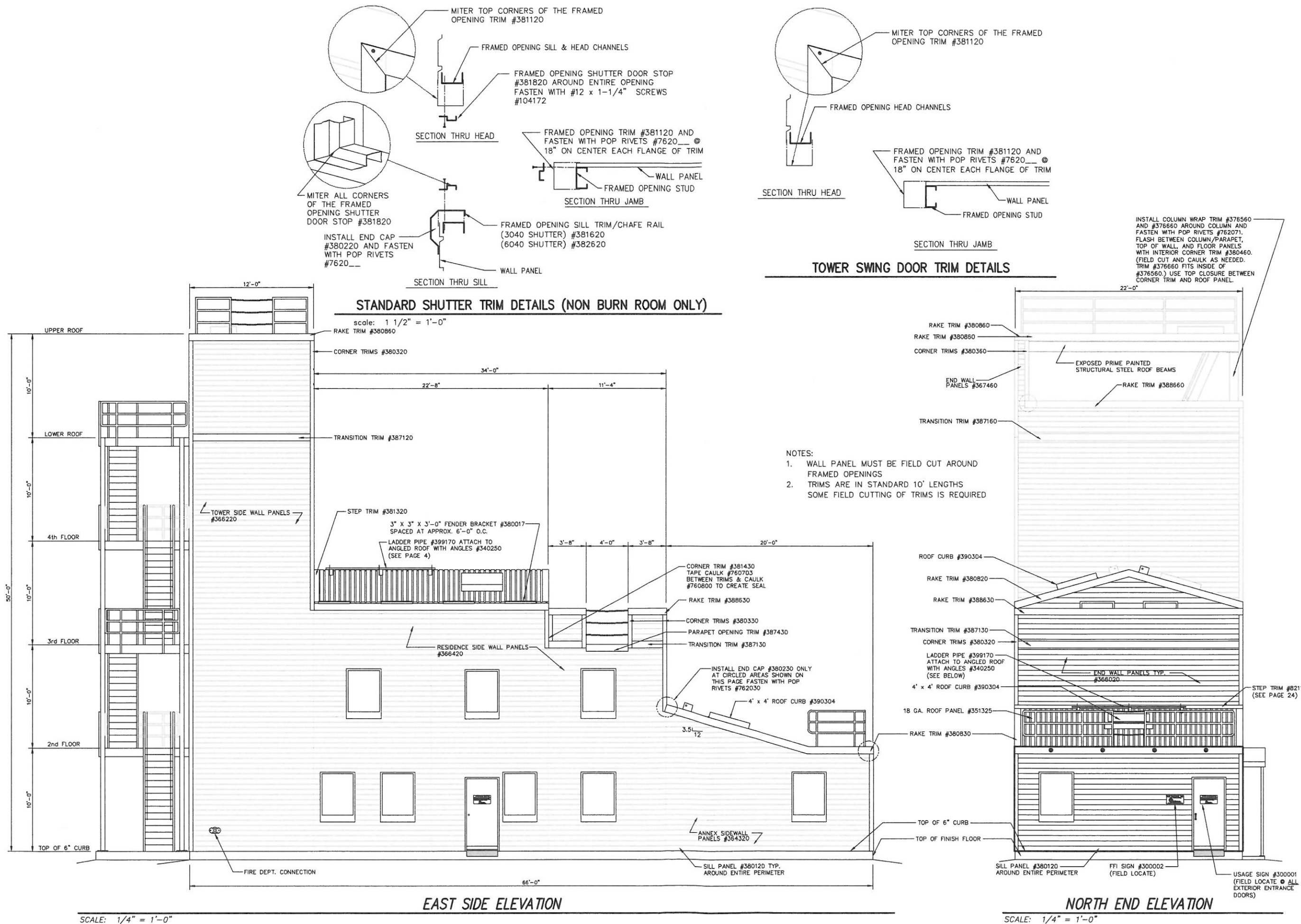


SCALE: $1/4" = 1'-0"$



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

Date:	MAY 29, 2018
Drawn by:	GWL
Checked by:	SPW
Scale:	SHOWN
Order No.	#5062
Sheet No.	



1. SCHEDULE OF CONCRETE MIX REQUIREMENTS:			
<u>USE</u>	<u>28 DAY STRENGTH</u>	<u>SUMP (INCH)</u>	<u>MAX AGGREGATE (INCH)</u>
FLOOR SLABS	3000 PSI	3"	3/4"
WALLS & PIERS	4000 PSI	5"	3/4"
FOOTINGS/MATS	3000 PSI	5"	1 1/2"

2. CONCRETE EXPOSED TO WEATHER (OUTSIDE SLABS, FLOOR SLABS, CURBS, ETC.) SHALL CONTAIN 4 TO 7 PERCENT AIR BY VOLUME.
3. FREE DRAINING FILL SHALL CONFORM TO ASTM D422.
4. CONCRETE SHALL CONFORM TO ASTM C150, TYPE II.
5. AGGREGATE SHALL CONFORM TO ASTM C-33.
6. REINFORCING STEEL SHALL CONFORM TO ASTM A615—GRADE 60.
7. WELDED WIRE FABRIC SHALL CONFORM TO ASTM A185.
8. LAP ALL HORIZONTAL REINFORCING 3'-0" AT SIDE LAPS AND 1'-0" (HOOK) AT CORNERS, MIN. LAP ALL WELDED WIRE FABRIC 8" AT SIDE AND END LAPS.
9. SITE SHALL BE PREPARED AS RECOMMENDED IN SOIL REPORT PREPARED BY SHANNON & WILSON, INC. OF RICHLAND, WA ON MAY 11, 2004. FOUNDATION IS DESIGNED FOR A SOIL BEARING OF 3,000 PSF. PLEASE NOTIFY PROFESSIONAL IN CHARGE OF THE SOIL REPORT OF ANY UNUSUAL SOIL CONDITIONS.
10. COMPACT FILL UNDER FLOOR SLABS 95% TO DENSITY PLACE 6 INCHES OF FREE DRAINING FILL UNDER ALL SLABS. REMOVE ALL MATERIAL UNDER THE FOOTINGS THAT DO NOT COMPLY WITH A SOIL BEARING PRESSURE OF 3,000 PSF. REPLACE THIS MATERIAL WITH ENGINEERED FILL UNDER ALL FOOTINGS (95% COMPACTION) IN 8" MAXIMUM LIFTS.
11. PLACE CONSTRUCTION JOINTS AT 15'-0" O.C. MAXIMUM IN EACH DIRECTION FOR ALL FLOOR SLABS
12. FIBERMESH SHOULD BE INCORPORATED IN ALL CONCRETE FLOOR SLABS TO MINIMIZE THERMAL CRACKING.

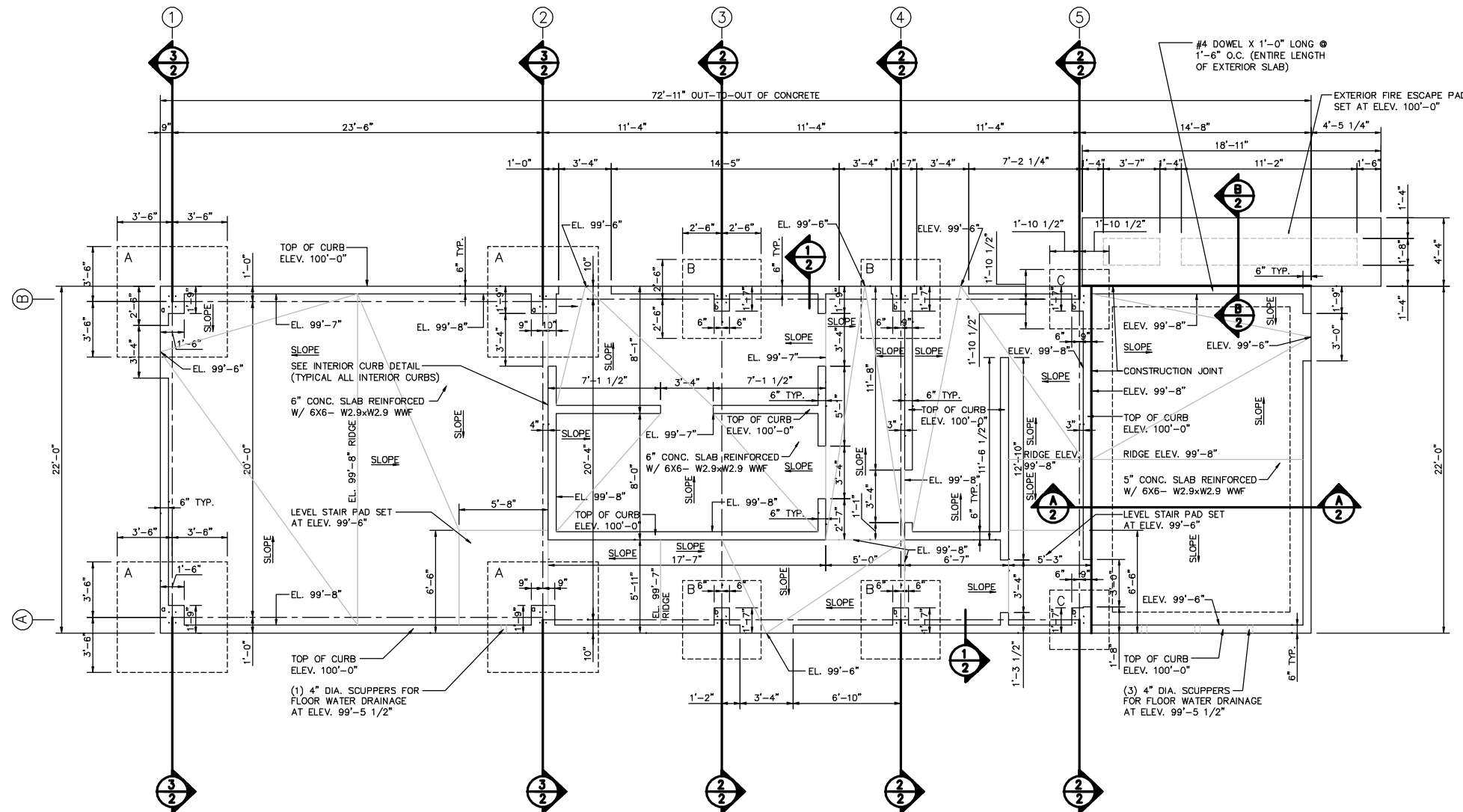
MARK	SIZE	TOP STEEL		BOTTOM STEEL		PIER DOWELS
		LONGITUDINAL	TRANSVERSE	LONGITUDINAL	TRANSVERSE	
A	7'-0" X 7'-0" X 1'-6"	8 - #5'S	8 - #5'S	8 - #5'S	8 - #5'S	4 - #7'S
B	5'-0" X 5'-0" X 1'-6"	6 - #5'S	6 - #5'S	6 - #5'S	6 - #5'S	4 - #5'S
C	3'-9" X 3'-9" X 1'-6"	4 - #5'S	4 - #5'S	4 - #5'S	4 - #5'S	4 - #5'S

1. TOP OF CURB ELEVATION IS 100'-0".
TOP ELEVATION OF ALL FOOTINGS IS 97'-6".
2. COORDINATE PLAN ELEVATIONS WITH SITE ELEVATIONS.



North arrow for reference only –
coordinate actual orientation on site

PRELIMINARY DRAWING
ESTIMATING ONLY

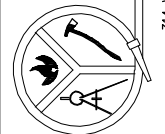


FOUNDATION PLAN

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

[illegible]

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OFFICE: (608) 327-4100 FAX (608) 834-1843
TOLL FREE (800) 929-3726 TOLL FREE FAX (866) 639-7012

Job Description:

WESCO MODEL WT-4

Sheet Title:
FOUNDATION DESIGN

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Drawn by:

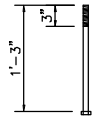
Checked by:

Scale: SLIGHTLY MODERATELY EXTREMELY

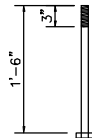
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Sheet No.

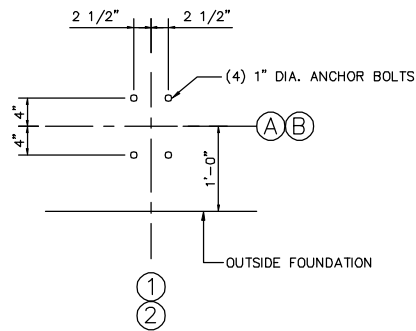
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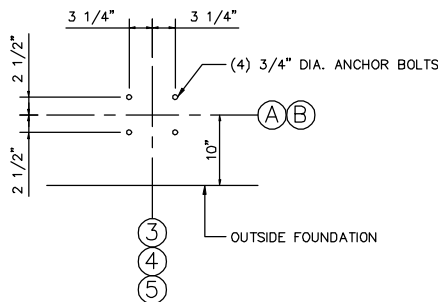
3/4" DIA. F1554 (GRADE 36) HEX HEAD BOLT
scale: 1" = 1'-0"



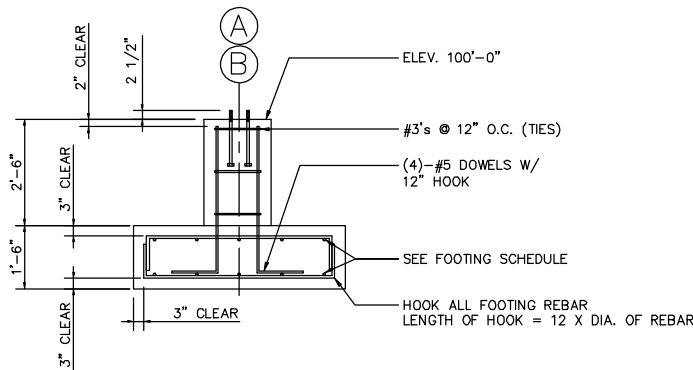
1" DIA. F1554 (GRADE 36) HEX HEAD BOLT
scale: 1" = 1'-0"



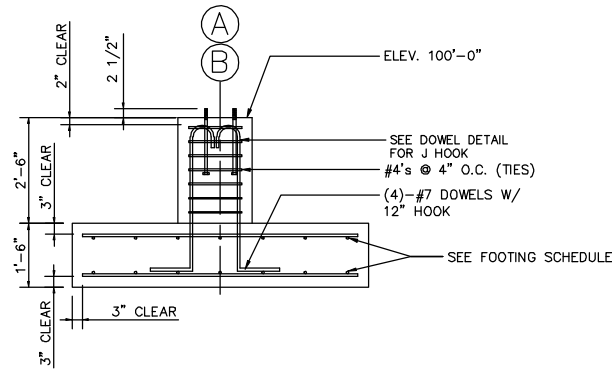
a BOLT SECTION PATTERN
scale: 1" = 1'-0"



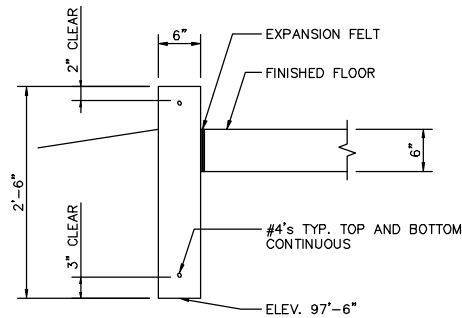
b BOLT SECTION PATTERN
scale: 1" = 1'-0"



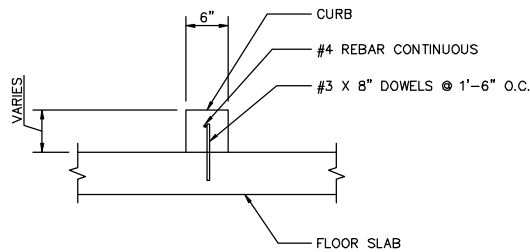
2 SECTION THROUGH PIER
scale: 1/2" = 1'-0"



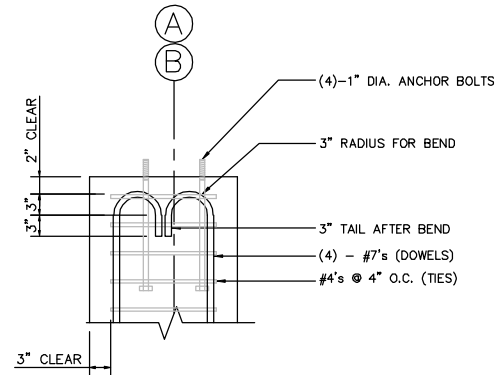
3 SECTION THROUGH PIER
scale: 1/2" = 1'-0"



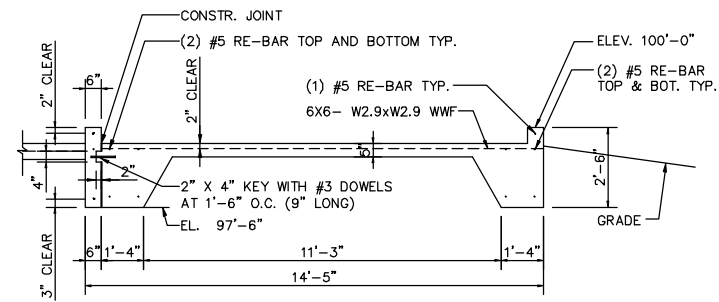
1 TYPICAL WALL SECTION
scale: 1" = 1'-0"



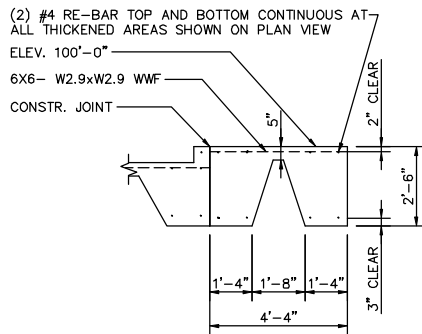
DETAIL FOR INTERIOR CURBS
scale: 1" = 1'-0"



DOWEL DETAIL FOR J HOOK
scale: 1" = 1'-0"



TYPICAL SECTION A--A
scale: 3/8" = 1'-0"



TYPICAL SECTION B--B
scale: 3/8" = 1'-0"

PRELIMINARY DRAWING
ESTIMATING ONLY

REVISIONS		by



CITY OF PORT ORANGE

PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5704
purchdiv@port-orange.org

ADDENDUM NO. # 1

January 20, 2021

ITB #20-14 Fire Department Training Tower Excavation, Foundation and Erection

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated January 8, 2021 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 Geotechnical Evaluation Report from Universal Engineering for the site of the Fire Department Training Tower.

B. **CHANGES TO SPECIFICATIONS**

N/A

C. **QUESTIONS AND ANSWERS**

N/A

Michael Hall
Purchasing Agent
mhall@port-orange.org

In all other respects, except as specifically stated herein, the subject ITB #20-14 Fire Department Training Tower Excavation, Foundation and Erection remains unchanged.

END OF ADDENDUM NO. #1



UNIVERSAL ENGINEERING SCIENCES

GEOTECHNICAL EVALUATION

*Fire Training Tower, Post-Demolition
Port Orange, Volusia County, Florida*

UES Project No. 0430.1900126.0000
UES Report No. 134942

January 20, 2021

Prepared for:

Mr. Ken Fustin
City of Port Orange
P.O. Box 291759
Port Orange, Florida 32129

Prepared by:

UNIVERSAL ENGINEERING SCIENCES
911 Beville Road, Suite 3
South Daytona, Florida 32119

CONSULTANTS:

Geotechnical Engineering • Environmental Engineering • Construction
Materials Testing Threshold Inspection • Private Provider Inspection •
Geophysical Studies

OFFICES: Daytona Beach, FL • Fort Myers, FL • Fort Pierce, FL • Gainesville, FL • Jacksonville, FL • Leesburg, FL • Miami, FL • Norcross, GA • Ocala, FL • Orange City, Orlando, FL
Palm Coast, FL • Panama City, FL • Pensacola, FL • Rockledge, FL • Sarasota, FL • St. Augustine, FL • Tampa, FL • West Palm Beach, FL



UNIVERSAL ENGINEERING SCIENCES

Consultants In: Geotechnical Engineering • Environmental Sciences
Geophysical Services • Construction Materials Testing • Threshold Inspection
Building Inspection • Plan Review • Building Code Administration

LOCATIONS:

- Atlanta
- Daytona Beach
- Fort Myers
- Fort Pierce
- Gainesville
- Jacksonville
- Kissimmee
- Leesburg
- Miami
- Ocala
- Orlando (Headquarters)
- Palm Coast
- Panama City
- Pensacola
- Rockledge
- Sarasota
- Tampa
- West Palm Beach

January 20, 2021

Mr. Ken Fustin
City of Port Orange
P.O. Box 291759
Port Orange, Florida 32129

Reference: **GEOTECHNICAL EVALUATION**
Fire Training Tower, Post-Demolition
Port Orange, Volusia County, Florida
UES Project No. 0430.1900126.0000 and UES Report No. 134942

Dear Mr. Fustin:

Universal Engineering Sciences, Inc. has completed the geotechnical evaluation for the subject project. This report contains the results of our evaluation, an engineering interpretation of these with respect to the project characteristics described to us, and recommendations for shallow foundation support and site preparation. UES previously submitted a geotechnical evaluation for the pre-demolition phase of the above mentioned project UES Report No. 136041, dated July 18, 2019.

We appreciate the opportunity to have worked with you on this project and look forward to a continued association. Please do not hesitate to contact us if you should have any questions, or if we may further assist you as your plans proceed.

Respectfully submitted,

UNIVERSAL ENGINEERING SCIENCES

Michael Mohnhey
Project Engineer



Attachments

MM/BCP/cme

1.0 INTRODUCTION

1.1 GENERAL

In this report we present the results of the subsurface evaluation for the proposed construction in Port Orange, Florida. We have divided this report into the following sections:

- SECTION 2.0 - SCOPE OF SERVICES
- SECTION 3.0 - FINDINGS
- SECTION 4.0 - FOUNDATION RECOMMENDATIONS
- SECTION 5.0 - CONSTRUCTION RELATED SERVICE
- SECTION 6.0 - LIMITATIONS

2.0 SCOPE OF SERVICES

2.1 PROJECT DESCRIPTION

Project information has been provided to us in correspondence with you. We understand the proposed project will consist of constructing a new fire training tower. We anticipate that footing and wall loads will not exceed 12 kips/foot and 120 kips, respectively. We also assume the site has been previously filled since a building has been demolished at this location since our previous geotechnical evaluation for this project. Some additional fill may be required.

Our recommendations are based upon the above considerations. If any of this information is incorrect, or if you anticipate any changes, inform Universal Engineering Sciences so that we may review our recommendations.

2.2 PURPOSE

The purposes of this investigation were:

- to investigate the general subsurface conditions at the site;
- to interpret and review the subsurface conditions with respect to the proposed construction; and,
- to provide geotechnical engineering recommendations for shallow foundation support and site preparation.

This report presents an evaluation of site conditions on the basis of traditional geotechnical procedures for site characterization. The recovered samples were not examined, either visually or analytically, for chemical composition or environmental hazards. Universal Engineering Sciences would be pleased to perform these services, at your request.

Our investigation was confined to the zone of soil likely to be influenced by the proposed construction. Our work did not address the potential for surface expression of deep geological conditions, such as sinkhole development related to karst activity. A deep geological evaluation requires a more extensive range of field services than performed in this study.



2.3 FIELD INVESTIGATION

2.3.1 Borings

The subsurface conditions within the proposed fire training tower area were investigated with one (1) Standard Penetration Test (SPT) boring (designated B-1) advanced to a depth of approximately 35 feet below existing grade and three (3) SPT borings (designated B-2 through B-4) advanced to a depth of approximately 25 feet each below existing grade. We performed the SPT borings according to the procedures of ASTM D-1586.

The borings were located by our field personnel using tape measurements from established landmarks, and should be considered accurate only to the degree implied by the method used. The location of the borings is presented on the attached Boring Location Plan in Appendix A.

Samples obtained from the borings were transported to our laboratory for further evaluation. Samples of the soils encountered will be held in our laboratory for your inspection for 60 days unless we are notified otherwise.

2.3.2 Test Pits

Due to the presence of the few pieces of wood debris encountered at Boring Location B-1, it was our opinion backhoe excavated test pits would enable UES to determine if it is necessary that the encountered debris should be removed from within the building footprint and if removal is required, to further determine the vertical and horizontal limits of the debris.

UES performed three (3) test pits (designated TP-1 through TP-3) advanced to depths varying between approximately 6 inches and 6 feet below existing grade at areas anticipated to be within the building footprint.

2.4 LABORATORY INVESTIGATION

2.4.1 Index Testing

The soil samples recovered from the soil borings were returned to our laboratory and a UES Engineer visually examined and reviewed the field descriptions. The soils were classified in accordance with the Unified Soil Classification System (USCS).

3.0 FINDINGS

3.1 SUBSURFACE CONDITIONS

The boring locations and detailed subsurface conditions are illustrated in Appendix A: Boring Location Plan and Subsurface Profiles. The classifications and descriptions shown on the profiles are based upon visual characterizations of the recovered soil samples. Also, see Appendix A: Key to Boring Log, for further explanation of the symbols and placement of data on the Subsurface Profiles. The following discussion summarizes the soil conditions encountered.

The results of the SPT borings generally indicated the presence of loose fine sand with silt (SP-SM) in the upper approximate 2.5 feet underlain by loose to very dense fine sand (SP), fine sand with silt (SP-SM) and weakly cemented fine sand with silt (SP-SM, HARDPAN) to approximately 13.5 feet below existing grade. This layer was further underlain by very loose to medium dense fine sand (SP), fine sand with silt (SP-SM), silty fine sand (SM), and clayey fine sand (SC) to the deepest boring termination depth of approximately 35 feet below existing grade.



The results of test pits TP-1 and TP-2 generally indicated the presence of fine sand with silt and few pieces of metal, asphalt, and concrete debris (SP-SM) in the upper approximate 1 foot, underlain by fine sand (SP), fine sand with silt (SP-SM), and weakly cemented fine sand with silt (SP-SM, HARDPAN) to the test pit termination depth of 6 feet each below existing grade. The results of test pit TP-3 generally indicated the presence of fine sand with silt (SP-SM) to the test pit termination depth of approximately 6 inches below existing grade. The test pit could not be advanced below 6 inches due to the presence of concrete. Therefore we were unable to determine the vertical extent of the concrete. Based on our knowledge of the site and that a building previously existed within this area, this concrete is likely the foundations not removed.

3.2 GROUNDWATER

The groundwater level was encountered at depths of either approximately 2.0 or 3.0 feet below existing grade. The depths of the measured groundwater levels are noted on the Subsurface Profiles. It should be anticipated the groundwater levels will fluctuate due to seasonal climatic variations, tidal fluctuations, surface water runoff patterns, construction operations, and other interrelated factors.

4.0 FOUNDATION RECOMMENDATIONS

4.1 GENERAL

The following recommendations are made based upon a review of the attached soil test data, our understanding of the proposed construction, and experience with similar projects and subsurface conditions. If the structural loadings, construction locations, or grading information change from those discussed previously, we request the opportunity to review and possibly amend our recommendations with respect to those changes.

As discussed, concrete was encountered approximately 6 inches below grade at Test Pit location TP-3. It is our opinion that the concrete should be over-excavated and replaced with suitable compacted backfill in accordance with Section 4.3.

Additionally, if subsurface conditions are encountered during construction which was not encountered in the borings, report those conditions immediately to us for observation and recommendations.

4.2 STRUCTURE FOUNDATIONS

4.2.1 Bearing Pressure

The maximum allowable net soil bearing pressure for shallow foundations should not exceed 3,000 pounds per square foot (psf). Net bearing pressure is defined as the soil bearing pressure at the base of the foundation in excess of the natural overburden pressure. The foundations should be designed based upon the maximum load that could be imposed by all loading conditions.

4.2.2 Foundation Size

The minimum widths recommended for any isolated column footing and continuous wall footings are 24 inches and 18 inches, respectively. Even though the maximum allowable soil bearing pressure may not be achieved, these width recommendations should control the size of the foundations.



4.2.3 Bearing Depth

The exterior foundations should bear at a depth of at least 18 inches below the exterior final grades and the interior footings should bear at a depth of at least 18 inches below the finish floor elevation to provide confinement to the bearing level soils. We recommend stormwater and surface water be diverted away from the building exterior, both during and after construction, to reduce the possibility of erosion beneath the exterior footings.

4.2.4 Bearing Material

The foundations may bear on either the compacted suitable natural soils or compacted structural fill. The bearing level soils, after compaction, should exhibit densities of at least 95 percent of the maximum dry density of the bearing soils as determined by ASTM D-1557 (Modified Proctor), to the depth described subsequently in the Site Preparation section of the report. In addition to compaction, the bearing soils must exhibit stability and be free of "pumping" conditions.

4.2.5 Settlement Estimates

Post-construction settlement of the structure will be influenced by several interrelated factors, such as (1) subsurface stratification and strength/compressibility characteristics of the bearing soils; (2) footing size, bearing level, applied loads, and resulting bearing pressures beneath the foundations; (3) site preparation and earthwork construction techniques used by the contractor, and (4) external factors, including but not limited to vibration from offsite sources and groundwater fluctuations beyond those normally anticipated for the naturally-occurring site and soil conditions which are present.

Our settlement estimates for the structure are based upon the use of successful adherence to the site preparation recommendations presented later in this report. Any deviation from these recommendations could result in an increase in the estimated post-construction settlement of the structures.

Due to the nature of the surficial soils, following the compaction operations, we expect a significant portion of settlement to be elastic in nature. This settlement is expected to occur relatively quickly, upon application of the loads, during and immediately following construction. Using the recommended maximum bearing pressure, the assumed maximum structural loads, and the field test data which we have correlated to the strength and compressibility characteristics of the subsurface soils, we estimate the total settlements of the structure to be less than one inch.

Differential settlement results from differences in applied bearing pressures and the variations in the compressibility characteristics of the subsurface soils. Based on the subsurface conditions as determined by our borings and required improvement, it is anticipated that differential settlements will be within tolerable limits.

4.3 SITE PREPARATION FOR SHALLOW FOUNDATIONS

We recommend the following site preparation procedures for the structure areas:

1. Prior to construction, the location of existing underground utility lines within the construction area should be established. Provisions should then be made to relocate interfering utilities to appropriate locations. It should be noted that if underground pipes are not properly removed or plugged, they may serve as conduits for subsurface erosion which may subsequently lead to excessive settlement of the overlying structures.



2. Strip the proposed construction limits of all debris, grass, roots, topsoil, asphalt and other deleterious materials within and 5 feet beyond the perimeter of the proposed structure. Expect initial clearing and grubbing to depths of approximately 6 to 12 inches.
3. Because of the need for over-excavation of the encountered concrete at Test Pit location TP-3, followed by replacement with compacted backfill, it may be necessary to install temporary groundwater control measures to dewater the area to facilitate the over-excavation and backfilling processes. We recommend implementing temporary groundwater control measures if the groundwater is within two feet of the required depth of excavation at the time of construction. Dewatering measures should be the responsibility of the contractor. We recommend the groundwater control measures remain in-place until compaction of the existing soils is completed and backfilling has reached a height of 2 feet above the groundwater level at the time of construction. The site should be graded to direct surface water runoff from the construction area.
4. Compact the exposed surface using tractor/ dozer or vibratory equipment. **We recommend that vibratory equipment be operated in static mode within 100 feet of any existing structures.** The upper one foot of soils below the exposed surface within the building areas should be improved to achieve a minimum compaction requirement of 95% of the Modified Proctor Test (ASTM D-1557). We recommend the compacted soils exhibit moisture content within 2 percent of the soils optimum moisture content as determined by the Modified Proctor Test (ASTM D-1557). Should the soils experience pumping and soil strength loss during the compaction operations, compaction work should be immediately terminated and (1) the disturbed soils removed and backfilled with dry structural fill soils which are then compacted, or (2) the excess moisture content within the disturbed soils allowed to dissipate before recompacting.
5. Test the compacted surface for compliance at a minimum of one location per 2,500 square feet within the building area, or at a minimum of four locations.
6. Place fill and backfill material, as required. The fill should consist of "clean," fine sand with less than 5 percent soil fines. You may use fill materials with soil fines between 5 percent and 10 percent, but strict moisture control may be required. Place fill in uniform 8 to 12-inch loose lifts and compact each lift to a minimum density of 95 percent of the Modified Proctor maximum dry density. We recommend the compacted soils exhibit moisture content within 2 percent of the soils optimum moisture content as determined by the Modified Proctor Test (ASTM D-1557). If light compaction equipment is used, we recommend the lift thickness be reduced to 8 inch thick lifts.
7. Perform compliance tests within the backfill and fill soils at a minimum of one location per 2,500 square feet per lift (minimum four locations).
8. Compact and test footing cuts for compaction to a depth of two feet below bearing levels. We recommend that you test one out of every four (25 percent) column footings and perform one test per every 50 linear feet of wall footing. Compaction operations in confined areas, such as footing excavations, can best be performed with a lightweight vibratory sled or other hand-held compaction equipment.



5.0 CONSTRUCTION RELATED SERVICES

We recommend the owner retain Universal Engineering Sciences to perform construction materials tests and observations on this project. Field tests and observations include verification of foundation subgrades by monitoring filling operations and performing quality assurance tests on the placement of compacted natural soils and structural fill. We can also perform concrete testing, pavement section testing, structural steel testing and other construction materials testing services.

The geotechnical engineering design does not end with the advertisement of the construction documents. The design is an on-going process throughout construction. Because of our familiarity with the site conditions and the intent of the engineering design, we are most qualified to address problems that might arise during construction in a timely and cost-effective manner.

6.0 LIMITATIONS

During the early stages of most construction projects, geotechnical issues not addressed in this report may arise. Because of the natural limitations inherent in working with the subsurface, it is not possible for a geotechnical engineer to predict and address all possible problems. An Association of Engineering Firms Practicing in the Geosciences (ASFE) publication, "Important Information about Your Geotechnical Engineering Report" appears in Appendix C, and will help explain the nature of geotechnical issues. Further, we present documents in Appendix C: Constraints and Restrictions, to bring to your attention the potential concerns and the basic limitations of a typical geotechnical report.



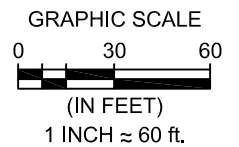
APPENDIX A

**BORING LOCATION PLAN
SUBSURFACE PROFILES
SOILS CLASSIFICATION CHART**



LEGEND

- ⊕ APPROXIMATE LOCATION OF STANDARD PENETRATION TEST (SPT) BORING
- APPROXIMATE LOCATION OF TEST PIT



UNIVERSAL
ENGINEERING SCIENCES

TITLE:

BORING LOCATION PLAN

SCALE:

1" ≈ 60'

PROJECT:

GEOTECHNICAL EVALUATION
FIRE TRAINING TOWER, POST DEMOLITION
PORT ORANGE, FLORIDA

PAGE/FIG. NO.:

A-1

DRAWN BY: MKL

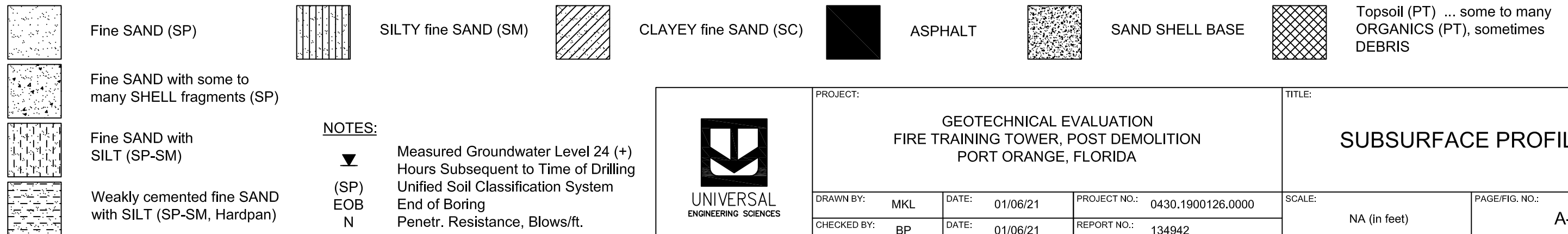
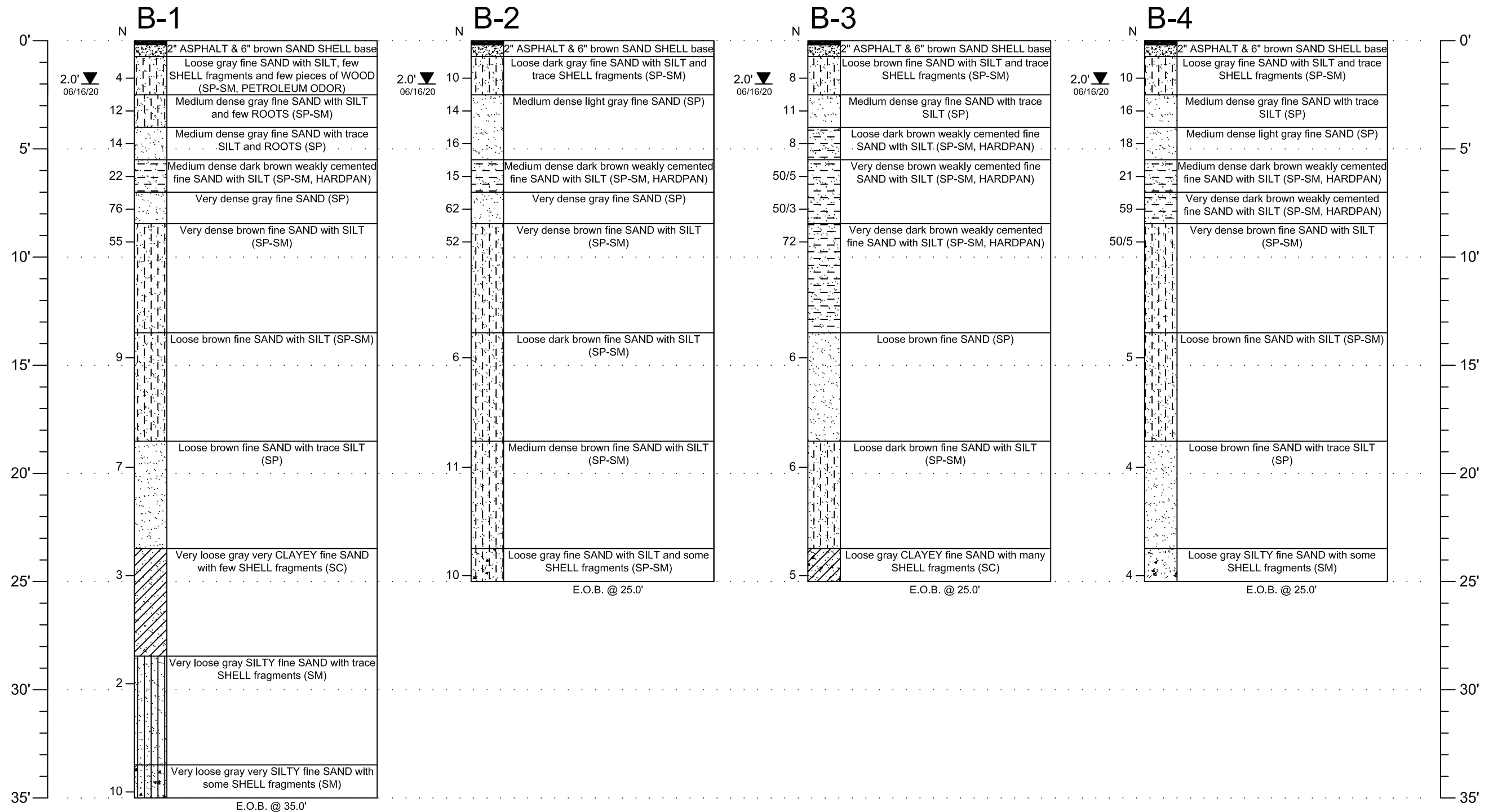
DATE: 01/06/21

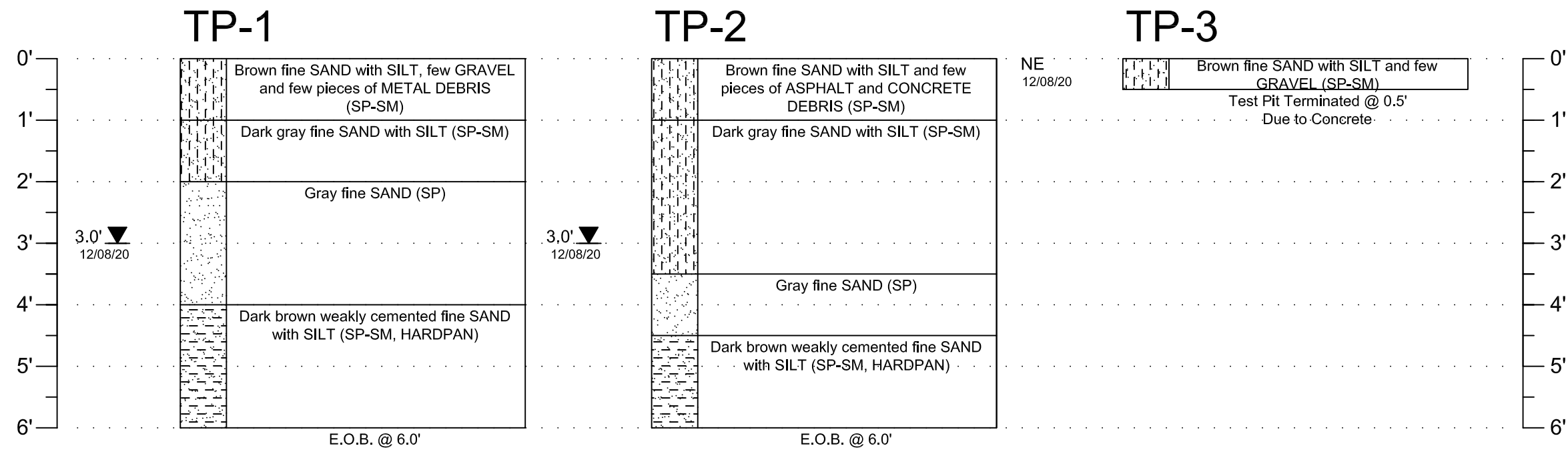
PROJECT NO.: 0430.1900126.0000

CHECKED BY: BP

DATE: 01/06/21

REPORT NO.: 134942





Fine SAND (SP)

Fine SAND with SILT (SP-SM)

Weakly cemented fine SAND with SILT (SP-SM, Hardpan)

NOTES:

▼ Measured Groundwater Level 24 (+) Hours Subsequent to Time of Drilling

(SP) Unified Soil Classification System

EOB End of Boring

NE Groundwater not Encountered

	PROJECT: GEOTECHNICAL EVALUATION FIRE TRAINING TOWER, POST DEMOLITION PORT ORANGE, FLORIDA			TITLE: SUBSURFACE PROFILES	
	DRAWN BY: MKL	DATE: 01/06/21	PROJECT NO.: 0430.1900126.0000	SCALE: NA (in feet)	PAGE/FIG. NO.: A-3
	CHECKED BY: BP	DATE: 01/06/21	REPORT NO.: 134942		



SYMBOLS

SYMBOL	DESCRIPTION
N	No. of blows of a 140-lb weight falling 30 inches required to drive standard spoon 1 foot.
WOR	Weight of Drill Rods
WOH	Weight of Drill Rods and Hammer
% REC	Percent Core Recovery from Rock Core Drilling
RQD	Rock Quality Designation
EOB	End Of Boring
BT	Boring Terminated
-200	Fines Content or % Passing No. 200 Sieve
MC	Moisture Content
LL	Liquid Limit
PI	Plasticity Index
K	Coefficient of Permeability
O.C.	Organic Content
▽	Estimated seasonal high groundwater level
▼	Measured groundwater level at time of drilling

RELATIVE DENSITY (sand-silt)

Very Loose - Less Than 4 Blows/Ft.
Loose - 4 to 10 Blows/Ft.
Medium - 11 to 30 Blows/Ft.
Dense - 31 to 50 Blows/Ft.
Very Dense - More Than 50 Blows/Ft.

CONSISTENCY (clay)

Very Soft - Less than 2 Blows/Ft.
Soft - 2 to 4 Blows/Ft.
Medium - 5 to 8 Blows/Ft.
Stiff - 9 to 15 Blows/Ft.
Very Stiff - 16 to 30 Blows/Ft.
Hard - More Than 30 Blows/Ft.

RELATIVE HARDNESS (Limestone)

Soft - 100 Blows for more than 2"
Hard - 100 Blows for less than 2"

UNIFIED CLASSIFICATION SYSTEM

MAJOR DIVISIONS			GROUP SYMBOLS	TYPICAL NAMES
COARSE-GRAINED SOILS More than 50% retained on No. 200 sieve*	GRAVELS 50% or more of coarse fraction retained on No. 4 sieve	CLEAN GRAVELS	GW	Well-graded gravels and gravel-sand mixtures, little or no fines
			GP	Well-graded gravels and gravel-sand mixtures, little or no fines
		GRAVELS WITH FINES	GM	Silty gravels, gravel-sand-silt mixtures
			GC	Clayey gravels, gravel-sand-clay mixtures
	SANDS More than 50% of coarse fraction passes No. 4 sieve	CLEAN SANDS	SW**	Well-graded sands and gravelly sands, little or no fines
			SP**	Well-graded sands and gravelly sands, little or no fines
		SANDS WITH FINES	SM**	Silty sands, sand-silt mixtures
			SC**	Clayey sands, sand-clay mixtures
FINE-GRAINED SOILS 50% or more passes No. 200 sieve*	SILTS AND CLAYS Liquid limit 50% or less		ML	Inorganic silts, very fine sands, rock flour, silty or clayey fine sands
			CL	Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays
			OL	Organic silts and organic silty clays of low plasticity
	SILTS AND CLAYS Liquid limit greater than 50%		MH	Inorganic silts, micaceous or diatomaceous fine sands or silts, elastic sils
			CH	Organic clays or high plasticity, fat clays
			OH	Organic clays of medium to high plasticity
			PT	Peat, muck and other highly organic soils

* Based on the material passing the 3-in. (75 mm) sieve.

** Use dual symbol (such as, SP-SM and SP-SC) for soil with more than 5% but less than 12% passing through No. 200 sieve.

MODIFIERS

These modifiers provide our estimate of the amount of minor constituents (SILT or CLAY sized particles) in the soil sample.

Trace - 5% or less
With SILT or with CLAY - 6% to 11%
SILTY or CLAYEY - 12% to 30%
Very SILTY or Very CLAYEY - 31% to 50%

These modifiers provide our estimate of the amount of organic components in the soil sample.

Trace - 1% to 2%
Few - 3% to 4%
Some - 5% to 8%
Many - Greater than 8%

These modifiers provide our estimate of the amount of other components (Shell, Gravel, Etc.) in the soil sample

Trace - 5% or less
Few - 6% to 12%
Some - 13% to 30%
Many - 31% to 50%

APPENDIX B

LABORATORY TESTING PROCEDURES

DESCRIPTION OF LABORATORY TESTING PROCEDURES

LABORATORY PERMEABILITY TEST

The laboratory permeability test is a Falling Head Test that is performed on soil samples recovered from this site. The data recovered from this test are used to calculate Darcy's Coefficient of Permeability (k) of the soil.

WASH 200 TEST

The Wash 200 test is performed by passing a representative soil sample over a No. 200 sieve and rinsing with water. The percentage of the soil grains passing this sieve is then calculated.

ORGANIC CONTENT TESTS

The organic content test is performed by weighing a sample before and after placing in a high temperature oven which burns the organic material in the sample. The percent of organic material by weight is then calculated.

MOISTURE CONTENT DETERMINATION ASTM D-2216

Moisture content is the ratio of the weight of water to the dry weight of soil. Moisture content is measured by drying a sample at 105 degrees Celsius. The moisture content is expressed as a percent of the oven dried soil mass.

ATTERBERG LIMITS

The Atterberg Limits consist of the Liquid Limit (LL) and the Plastic Limit (PL). The LL and PL were determined in general accordance with the latest revision of ASTM D-4318. The LL is the water content of the material denoting the boundary between the liquid and plastic states. The PL is the water content denoting the boundary between the plastic and semi-solid states. The Plasticity Index (PI) is the range of water content over which a soil behaves plastically and is denoted numerically by as the difference between the LL and the PL. The water content of the sample tested was determined in general accordance with the latest revision of ASTM D-2216. The water content is defined as the ratio of "pore" or "free" water in a given mass of material to the mass of solid material particles.

CONSOLIDATION TESTING

A single selected portion of the undisturbed sample was extruded from the 3-inch diameter sample tube for consolidation testing. The selected sample was trimmed and confined into a stainless steel disc having a diameter of 2.5 inches and a height of 1 inch. The disc was then "sandwiched" between 2 porous stones, saturated and subjected to incrementally increasing loads. The resulting deformation of the sample within the steel disc was measured using a micrometer gauge.

APPENDIX C

GENERAL CONDITIONS CONSTRAINTS AND RESTRICTIONS AND IMPORTANT INFORMATION ABOUT YOUR GEOTECHNICAL ENGINEERING REPORT

Universal Engineering Sciences, LLC
GENERAL CONDITIONS

SECTION 1: RESPONSIBILITIES **1.1** Universal Engineering Sciences, LLC, and its subsidiaries and affiliated companies ("UES"), is responsible for providing the services described under the Scope of Services. The term "UES" as used herein includes all of UES's agents, employees, professional staff, and subcontractors. **1.2** The Client or a duly authorized representative is responsible for providing UES with a clear understanding of the project nature and scope. The Client shall supply UES with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys, plans and specifications, and designs, to allow UES to properly complete the specified services. The Client shall also communicate changes in the nature and scope of the project as soon as possible during performance of the work so that the changes can be incorporated into the work product. **1.3** The Client acknowledges that UES's responsibilities in providing the services described under the Scope of Services section is limited to those services described therein, and the Client hereby assumes any collateral or affiliated duties necessitated by or for those services. Such duties may include, but are not limited to, reporting requirements imposed by any third party such as federal, state, or local entities, the provision of any required notices to any third party, or the securing of necessary permits or permissions from any third parties required for UES's provision of the services so described, unless otherwise agreed upon by both parties in writing.

SECTION 2: STANDARD OF CARE **2.1** Services performed by UES under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of UES's profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, express or implied, is made. **2.2** Execution of this document by UES is not a representation that UES has visited the site, become generally familiar with local conditions under which the work is to be performed, or correlated personal observations with the requirements of the Scope of Services. It is the Client's responsibility to provide UES with all information necessary for UES to provide the services described under the Scope of Services, and the Client assumes all liability for information not provided to UES that may affect the quality or sufficiency of the services so described.

SECTION 3: SITE ACCESS AND SITE CONDITIONS **3.1** Client will grant or obtain free access to the site for all equipment and personnel necessary for UES to perform the work set forth in this Agreement. The Client will notify any possessors of the project site that Client has granted UES free access to the site. UES will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur, and the correction of such damage is not part of this Agreement unless so specified in the Scope of Services. **3.2** The Client is responsible for the accuracy of locations for all subterranean structures and utilities. UES will take reasonable precautions to avoid known subterranean structures, and the Client waives any claim against UES, and agrees to defend, indemnify, and hold UES harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate UES for any time spent or expenses incurred by UES in defense of any such claim with compensation to be based upon UES's prevailing fee schedule and expense reimbursement policy.

SECTION 4: BILLING AND PAYMENT **4.1** UES will submit invoices to Client monthly or upon completion of services. Invoices will show charges for different personnel and expense classifications. **4.2** Payment is due 30 days after presentation of invoice and is past due 31 days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, on past due accounts. **4.3** If UES incurs any expenses to collect overdue billings on invoices, the sums paid by UES for reasonable attorneys' fees, court costs, UES's time, UES's expenses, and interest will be due and owing by the Client.

SECTION 5: OWNERSHIP AND USE OF DOCUMENTS **5.1** All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, as instruments of service, shall remain the property of UES. Neither Client nor any other entity shall change or modify UES's instruments of service. **5.2** Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose. **5.3** UES will retain all pertinent records relating to the services performed for a period of five years following submission of the report or completion of the Scope of Services, during which period the records will be made available to the Client in a reasonable time and manner. **5.4** All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, are prepared for the sole and exclusive use of Client, and may not be given to any other entity, or used or relied upon by any other entity, without the express written consent of UES. Client is the only entity to which UES owes any duty or duties, in contract or tort, pursuant to or under this Agreement.

SECTION 6: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS **6.1** Client represents that a reasonable effort has been made to inform UES of known or suspected hazardous materials on or near the project site. **6.2** Under this agreement, the term hazardous materials include hazardous materials, hazardous wastes, hazardous substances (40 CFR 261.31, 261.32, 261.33), petroleum products, polychlorinated biphenyls, asbestos, and any other material defined by the U.S. EPA as a hazardous material. **6.3** Hazardous materials may exist at a site where there is no reason to believe they are present. The discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. The discovery of unanticipated hazardous materials may make it necessary for UES to take immediate measures to protect health and safety. Client agrees to compensate UES for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials. **6.4** UES will notify Client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client will make any disclosures required by law to the appropriate governing agencies. Client will hold UES harmless for all consequences of disclosures made by UES which are required by governing law. In the event the project site is not owned by Client, Client it is the Client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials. **6.5** Notwithstanding any other provision of the Agreement, Client waives any claim against UES, and to the maximum extent permitted by law, agrees to defend, indemnify, and save UES harmless from any claim, liability, and/or defense costs for injury or loss arising from UES's discovery of unanticipated hazardous materials or suspected hazardous materials including any costs created by delay of the project and any cost associated with possible reduction of the property's value. Client will be responsible for ultimate disposal of any samples secured by UES which are found to be contaminated.

SECTION 7: RISK ALLOCATION **7.1** Client agrees that UES's liability for any damage on account of any breach of contract, error, omission, or professional negligence will be limited to a sum not to exceed \$50,000 or UES's fee, whichever is greater. If Client prefers to have higher limits on contractual or professional liability, UES agrees to increase the limits up to a maximum of \$1,000,000.00 upon Client's written request at the time of accepting UES's proposal provided that Client agrees to pay an additional consideration of four percent of the total fee, or \$400.00, whichever is greater. If Client prefers a \$2,000,000.00 limit on contractual or professional liability, UES agrees to increase the limits up to a maximum of \$2,000,000.00 upon Client's written request at the time of accepting UES's proposal provided that Client agrees to pay an additional consideration of four percent of the total fee, or \$800.00, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance. **7.2** Client shall not be liable to UES and UES shall not be liable to Client for any incidental, special, or consequential damages (including lost profits, loss of use, and lost savings) incurred by either party due to the fault of the other, regardless of the nature of the fault, or whether it was committed by Client or UES, their employees, agents, or subcontractors; or whether such liability arises in breach of contract or warranty, tort (including negligence), statutory, or any other cause of action. **7.3** As used in this Agreement, the terms "claim" or "claims" mean any claim in contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or any other act giving rise to liability.

SECTION 8: INSURANCE **8.1** UES represents it and its agents, staff and consultants employed by UES, is and are protected by worker's compensation insurance and that UES has such coverage under public liability and property damage insurance policies which UES deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, UES agrees to indemnify and save Client harmless from and against loss, damage, or liability arising from negligent acts by UES, its agents, staff, and consultants employed by it. UES shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance or the limits described in Section 7, whichever is less.

The Client agrees to defend, indemnify, and save UES harmless for loss, damage or liability arising from acts by Client, Client's agents, staff, and others employed by Client. **8.2** Under no circumstances will UES indemnify Client from or for Client's own actions, negligence, or breaches of contract. **8.3** To the extent damages are covered by property insurance, Client and UES waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance.

SECTION 9: DISPUTE RESOLUTION **9.1** All claims, disputes, and other matters in controversy between UES and Client arising out of or in any way related to this Agreement will be submitted to mediation or non-binding arbitration, before and as a condition precedent to other remedies provided by law. **9.2** If a dispute arises and that dispute is not resolved by mediation or non-binding arbitration, then: (a) the claim will be brought in the state or federal courts having jurisdiction where the UES office which provided the service is located; and (b) the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, expert witness fees, and other claim related expenses.

SECTION 10: TERMINATION **10.1** This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or in the case of a force majeure event such as terrorism, act of war, public health or other emergency. Such termination shall not be effective if such substantial failure or force majeure has been remedied before expiration of the period specified in the written notice. In the event of termination, UES shall be paid for services performed to the termination notice date plus reasonable termination expenses. **10.2** In the event of termination, or suspension for more than three (3) months, prior to completion of all reports contemplated by the Agreement, UES may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expense of termination or suspension shall include all direct costs of UES in completing such analyses, records, and reports.

SECTION 11: REVIEWS, INSPECTIONS, TESTING, AND OBSERVATIONS **11.1** Plan review, private provider inspections, and building inspections are performed for the purpose of observing compliance with applicable building codes. Threshold inspections are performed for the purpose of observing compliance with an approved threshold inspection plan. Construction materials testing ("CMT") is performed to document compliance of certain materials or components with applicable testing standards. UES's performance of plan reviews, private provider inspections, building inspections, threshold inspections, or CMT, or UES's presence on the site of Client's project while performing any of the foregoing activities, is not a representation or warranty by UES that Client's project is free of errors in either design or construction. **11.2** If UES is retained to provide construction monitoring or observation, UES will report to Client any observed work which, in UES's opinion, does not conform to the plans and specifications provided to UES. UES shall have no authority to reject or terminate the work of any agent or contractor of Client. No action, statements, or communications of UES, or UES's site representative, can be construed as modifying any agreement between Client and others. UES's performance of construction monitoring or observation is not a representation or warranty by UES that Client's project is free of errors in either design or construction. **11.3** Neither the activities of UES pursuant to this Agreement, nor the presence of UES or its employees, representatives, or subcontractors on the project site, shall be construed to impose upon UES any responsibility for means or methods of work performance, superintendence, sequencing of construction, or safety conditions at the project site. Client acknowledges that Client or its contractor is solely responsible for project jobsite safety. **11.4** Client is responsible for scheduling all inspections and CMT activities of UES. All testing and inspection services will be performed on a will-call basis. UES will not be responsible for tests and inspections that are not performed due to Client's failure to schedule UES's services on the project, or for any claims or damages arising from tests and inspections that are not scheduled or performed.

SECTION 12: ENVIRONMENTAL ASSESSMENTS Client acknowledges that an Environmental Site Assessment ("ESA") is conducted solely to permit UES to render a professional opinion about the likelihood or extent of regulated contaminants being present on, in, or beneath the site in question at the time services were conducted. No matter how thorough an ESA study may be, findings derived from the study are limited and UES cannot know or state for a fact that a site is unaffected by reportable quantities of regulated contaminants as a result of conducting the ESA study. Even if UES states that reportable quantities of regulated contaminants are not present, Client still bears the risk that such contaminants may be present or may migrate to the site after the ESA study is complete.

SECTION 13: SUBSURFACE EXPLORATIONS **13.1** Client acknowledges that subsurface conditions may vary from those observed at locations where borings, surveys, samples, or other explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by UES will be based solely on information available to UES at the time of service. UES is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed or provided by UES. **13.2** Subsurface explorations may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated zone and links it to an aquifer, underground stream, or other hydrous body not previously contaminated. UES is unable to eliminate totally cross-contamination risk despite use of due care. Since subsurface explorations may be an essential element of UES's services indicated herein, Client shall, to the fullest extent permitted by law, waive any claim against UES, and indemnify, defend, and hold UES harmless from any claim or liability for injury or loss arising from cross-contamination allegedly caused by UES's subsurface explorations. In addition, Client agrees to compensate UES for any time spent or expenses incurred by UES in defense of any such claim with compensation to be based upon UES's prevailing fee schedule and expense reimbursement policy.

SECTION 14: SOLICITATION OF EMPLOYEES Client agrees not to hire UES's employees except through UES. In the event Client hires a UES employee within one year following any project through which Client had contact with said employee, Client shall pay UES an amount equal to one-half of the employee's annualized salary, as liquidated damages, without UES waiving other remedies it may have.

SECTION 15: ASSIGNS Neither Client nor UES may delegate, assign, sublet, or transfer its duties or interest in this Agreement without the written consent of the other party.

SECTION 16: GOVERNING LAW AND SURVIVAL **16.1** This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which the UES office performing the services hereunder is located. **16.2** In any of the provisions of this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired and will survive. Limitations of liability and indemnities will survive termination of this agreement for any cause.

SECTION 17: INTEGRATION CLAUSE **17.1** This Agreement represents and contains the entire and only agreement and understanding among the parties with respect to the subject matter of this Agreement, and supersedes any and all prior and contemporaneous oral and written agreements, understandings, representations, inducements, promises, warranties, and conditions among the parties. No agreement, understanding, representation, inducement, promise, warranty, or condition of any kind with respect to the subject matter of this Agreement shall be relied upon by the parties unless expressly incorporated herein. **17.2** This Agreement may not be amended or modified except by an agreement in writing signed by the party against whom the enforcement of any modification or amendment is sought.

SECTION 18: WAIVER OF JURY TRIAL Both Client and UES waive trial by jury in any action arising out of or related to this Agreement.

SECTION 19: INDIVIDUAL LIABILITY PURSUANT TO FLORIDA STAT. 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF UES MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

CONSTRAINTS AND RESTRICTIONS

WARRANTY

Universal Engineering Sciences has prepared this report for our client for his exclusive use, in accordance with generally accepted soil and foundation engineering practices, and makes no other warranty either expressed or implied as to the professional advice provided in the report.

UNANTICIPATED SOIL CONDITIONS

The analysis and recommendations submitted in this report are based upon the data obtained from soil borings performed at the locations indicated on the Boring Location Plan. This report does not reflect any variations which may occur between these borings.

The nature and extent of variations between borings may not become known until excavation begins. If variations appear, we may have to re-evaluate our recommendations after performing on-site observations and noting the characteristics of any variations.

CHANGED CONDITIONS

We recommend that the specifications for the project require that the contractor immediately notify Universal Engineering Sciences, as well as the owner, when subsurface conditions are encountered that are different from those present in this report.

No claim by the contractor for any conditions differing from those anticipated in the plans, specifications, and those found in this report, should be allowed unless the contractor notifies the owner and Universal Engineering Sciences of such changed conditions. Further, we recommend that all foundation work and site improvements be observed by a representative of Universal Engineering Sciences to monitor field conditions and changes, to verify design assumptions and to evaluate and recommend any appropriate modifications to this report.

MISINTERPRETATION OF SOIL ENGINEERING REPORT

Universal Engineering Sciences is responsible for the conclusions and opinions contained within this report based upon the data relating only to the specific project and location discussed herein. If the conclusions or recommendations based upon the data presented are made by others, those conclusions or recommendations are not the responsibility of Universal Engineering Sciences.

CHANGED STRUCTURE OR LOCATION

This report was prepared in order to aid in the evaluation of this project and to assist the architect or engineer in the design of this project. If any changes in the design or location of the structure as outlined in this report are planned, or if any structures are included or added that are not discussed in the report, the conclusions and recommendations contained in this report shall not be considered valid unless the changes are reviewed and the conclusions modified or approved by Universal Engineering Sciences.

USE OF REPORT BY BIDDERS

Bidders who are examining the report prior to submission of a bid are cautioned that this report was prepared as an aid to the designers of the project and it may affect actual construction operations.

Bidders are urged to make their own soil borings, test pits, test caissons or other investigations to determine those conditions that may affect construction operations. Universal Engineering Sciences cannot be responsible for any interpretations made from this report or the attached boring logs with regard to their adequacy in reflecting subsurface conditions which will affect construction operations.

STRATA CHANGES

Strata changes are indicated by a definite line on the boring logs which accompany this report. However, the actual change in the ground may be more gradual. Where changes occur between soil samples, the location of the change must necessarily be estimated using all available information and may not be shown at the exact depth.

OBSERVATIONS DURING DRILLING

Attempts are made to detect and/or identify occurrences during drilling and sampling, such as: water level, boulders, zones of lost circulation, relative ease or resistance to drilling progress, unusual sample recovery, variation of driving resistance, obstructions, etc.; however, lack of mention does not preclude their presence.

WATER LEVELS

Water level readings have been made in the drill holes during drilling and they indicate normally occurring conditions. Water levels may not have been stabilized at the last reading. This data has been reviewed and interpretations made in this report. However, it must be noted that fluctuations in the level of the groundwater may occur due to variations in rainfall, temperature, tides, and other factors not evident at the time measurements were made and reported. Since the probability of such variations is anticipated, design drawings and specifications should accommodate such possibilities and construction planning should be based upon such assumptions of variations.

LOCATION OF BURIED OBJECTS

All users of this report are cautioned that there was no requirement for Universal Engineering Sciences to attempt to locate any man-made buried objects during the course of this exploration and that no attempt was made by Universal Engineering Sciences to locate any such buried objects. Universal Engineering Sciences cannot be responsible for any buried man-made objects which are subsequently encountered during construction that are not discussed within the text of this report.

TIME

This report reflects the soil conditions at the time of investigation. If the report is not used in a reasonable amount of time, significant changes to the site may occur and additional reviews may be required.

Important Information about This Geotechnical-Engineering Report

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

Geotechnical Services Are Performed for Specific Purposes, Persons, and Projects

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical-engineering study conducted for a civil engineer may not fulfill the needs of a constructor — a construction contractor — or even another civil engineer. Because each geotechnical-engineering study is unique, each geotechnical-engineering report is unique, prepared *solely* for the client. No one except you should rely on this geotechnical-engineering report without first conferring with the geotechnical engineer who prepared it. *And no one — not even you — should apply this report for any purpose or project except the one originally contemplated.*

Read the Full Report

Serious problems have occurred because those relying on a geotechnical-engineering report did not read it all. Do not rely on an executive summary. Do not read selected elements only.

Geotechnical Engineers Base Each Report on a Unique Set of Project-Specific Factors

Geotechnical engineers consider many unique, project-specific factors when establishing the scope of a study. Typical factors include: the client's goals, objectives, and risk-management preferences; the general nature of the structure involved, its size, and configuration; the location of the structure on the site; and other planned or existing site improvements, such as access roads, parking lots, and underground utilities. Unless the geotechnical engineer who conducted the study specifically indicates otherwise, do not rely on a geotechnical-engineering report that was:

- not prepared for you;
- not prepared for your project;
- not prepared for the specific site explored; or
- completed before important project changes were made.

Typical changes that can erode the reliability of an existing geotechnical-engineering report include those that affect:

- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light-industrial plant to a refrigerated warehouse;
- the elevation, configuration, location, orientation, or weight of the proposed structure;
- the composition of the design team; or
- project ownership.

As a general rule, *always* inform your geotechnical engineer of project changes—even minor ones—and request an

assessment of their impact. *Geotechnical engineers cannot accept responsibility or liability for problems that occur because their reports do not consider developments of which they were not informed.*

Subsurface Conditions Can Change

A geotechnical-engineering report is based on conditions that existed at the time the geotechnical engineer performed the study. *Do not rely on a geotechnical-engineering report whose adequacy may have been affected by:* the passage of time; man-made events, such as construction on or adjacent to the site; or natural events, such as floods, droughts, earthquakes, or groundwater fluctuations. *Contact the geotechnical engineer before applying this report to determine if it is still reliable.* A minor amount of additional testing or analysis could prevent major problems.

Most Geotechnical Findings Are Professional Opinions

Site exploration identifies subsurface conditions only at those points where subsurface tests are conducted or samples are taken. Geotechnical engineers review field and laboratory data and then apply their professional judgment to render an opinion about subsurface conditions throughout the site. Actual subsurface conditions may differ — sometimes significantly — from those indicated in your report. Retaining the geotechnical engineer who developed your report to provide geotechnical-construction observation is the most effective method of managing the risks associated with unanticipated conditions.

A Report's Recommendations Are Not Final

Do not overrely on the confirmation-dependent recommendations included in your report. *Confirmation-dependent recommendations are not final*, because geotechnical engineers develop them principally from judgment and opinion. Geotechnical engineers can finalize their recommendations *only* by observing actual subsurface conditions revealed during construction. *The geotechnical engineer who developed your report cannot assume responsibility or liability for the report's confirmation-dependent recommendations if that engineer does not perform the geotechnical-construction observation required to confirm the recommendations' applicability.*

A Geotechnical-Engineering Report Is Subject to Misinterpretation

Other design-team members' misinterpretation of geotechnical-engineering reports has resulted in costly

problems. Confront that risk by having your geotechnical engineer confer with appropriate members of the design team after submitting the report. Also retain your geotechnical engineer to review pertinent elements of the design team's plans and specifications. Constructors can also misinterpret a geotechnical-engineering report. Confront that risk by having your geotechnical engineer participate in prebid and preconstruction conferences, and by providing geotechnical construction observation.

Do Not Redraw the Engineer's Logs

Geotechnical engineers prepare final boring and testing logs based upon their interpretation of field logs and laboratory data. To prevent errors or omissions, the logs included in a geotechnical-engineering report should *never* be redrawn for inclusion in architectural or other design drawings. Only photographic or electronic reproduction is acceptable, *but recognize that separating logs from the report can elevate risk.*

Give Constructors a Complete Report and Guidance

Some owners and design professionals mistakenly believe they can make constructors liable for unanticipated subsurface conditions by limiting what they provide for bid preparation. To help prevent costly problems, give constructors the complete geotechnical-engineering report, *but* preface it with a clearly written letter of transmittal. In that letter, advise constructors that the report was not prepared for purposes of bid development and that the report's accuracy is limited; encourage them to confer with the geotechnical engineer who prepared the report (a modest fee may be required) and/or to conduct additional study to obtain the specific types of information they need or prefer. A prebid conference can also be valuable. *Be sure constructors have sufficient time* to perform additional study. Only then might you be in a position to give constructors the best information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions.

Read Responsibility Provisions Closely

Some clients, design professionals, and constructors fail to recognize that geotechnical engineering is far less exact than other engineering disciplines. This lack of understanding has created unrealistic expectations that have led to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their reports. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help

others recognize their own responsibilities and risks. *Read these provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Environmental Concerns Are Not Covered

The equipment, techniques, and personnel used to perform an *environmental* study differ significantly from those used to perform a *geotechnical* study. For that reason, a geotechnical-engineering report does not usually relate any environmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated environmental problems have led to numerous project failures.* If you have not yet obtained your own environmental information, ask your geotechnical consultant for risk-management guidance. *Do not rely on an environmental report prepared for someone else.*

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the *express purpose* of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold-prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, many mold- prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may have been addressed as part of the geotechnical- engineering study whose findings are conveyed in this report, the geotechnical engineer in charge of this project is not a mold prevention consultant; *none of the services performed in connection with the geotechnical engineer's study were designed or conducted for the purpose of mold prevention. Proper implementation of the recommendations conveyed in this report will not of itself be sufficient to prevent mold from growing in or on the structure involved.*

Rely, on Your GBC-Member Geotechnical Engineer for Additional Assistance

Membership in the Geotechnical Business Council of the Geoprofessional Business Association exposes geotechnical engineers to a wide array of risk-confrontation techniques that can be of genuine benefit for everyone involved with a construction project. Confer with you GBC-Member geotechnical engineer for more information.



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CITY OF PORT ORANGE

PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5704
purchdiv@port-orange.org

ADDENDUM NO. #2

January 28, 2021

ITB #20-14 Fire Department Training Tower Excavation, Foundation and Erection

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated January 8, 2021 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**

Please see the attached revised Foundation Plans and Fire Training Equipment Concrete Foundation Calculations by Fire Facilities, Inc.

C. **QUESTIONS AND ANSWERS**

Question 1: Will this building have fire in it for training purposes?

Answer: It will not be used—at this time—for live fire training.

Question 2: Are there any specialty products that a certified fire professional may install regarding this building?

Answer: No, there is not.

Question 3: Will the power for the site be provided by the Electric Pole on the Southeast corner?

Answer: Yes, the power will be run underground from that pole and will be used for the 100-amp lighting circuit panel for inside the building for work lighting.

Question 4: Can this pole be utilized for temporary power on the job site?

Answer: Yes, it can be utilized by the contractor on the job site.

Michael Hall
Purchasing Agent
mhall@port-orange.org

In all other respects, except as specifically stated herein, the subject ITB #20-14 Fire Department Training Tower Excavation, Foundation and Erection remains unchanged.

END OF ADDENDUM NO. #2

FOOTING SCHEDULE						
MARK	SIZE	TOP STEEL		BOTTOM STEEL		PIER DOWELS
		LONGITUDINAL	TRANSVERSE	LONGITUDINAL	TRANSVERSE	
A	21'-4" X 20'-0" X 2'-0"	38 - #5'S	39 - #5'S	38 - #5'S	39 - #5'S	4 - #8'S
B	6'-6" X 6'-6" X 1'-6"	7 - #5'S	7 - #5'S	7 - #5'S	7 - #5'S	4 - #6'S
C	4'-9" X 4'-9" X 1'-6"	6 - #5'S	6 - #5'S	6 - #5'S	6 - #5'S	4 - #6'S
D	3'-9" X 3'-9" X 1'-6"	4 - #5'S	4 - #5'S	4 - #5'S	4 - #5'S	4 - #6'S

- NOTES:
1. TOP OF CURB ELEVATION IS 100'-0".
TOP ELEVATION OF ALL FOOTINGS IS 97'-6".
 2. COORDINATE PLAN ELEVATIONS WITH SITE ELEVATIONS.



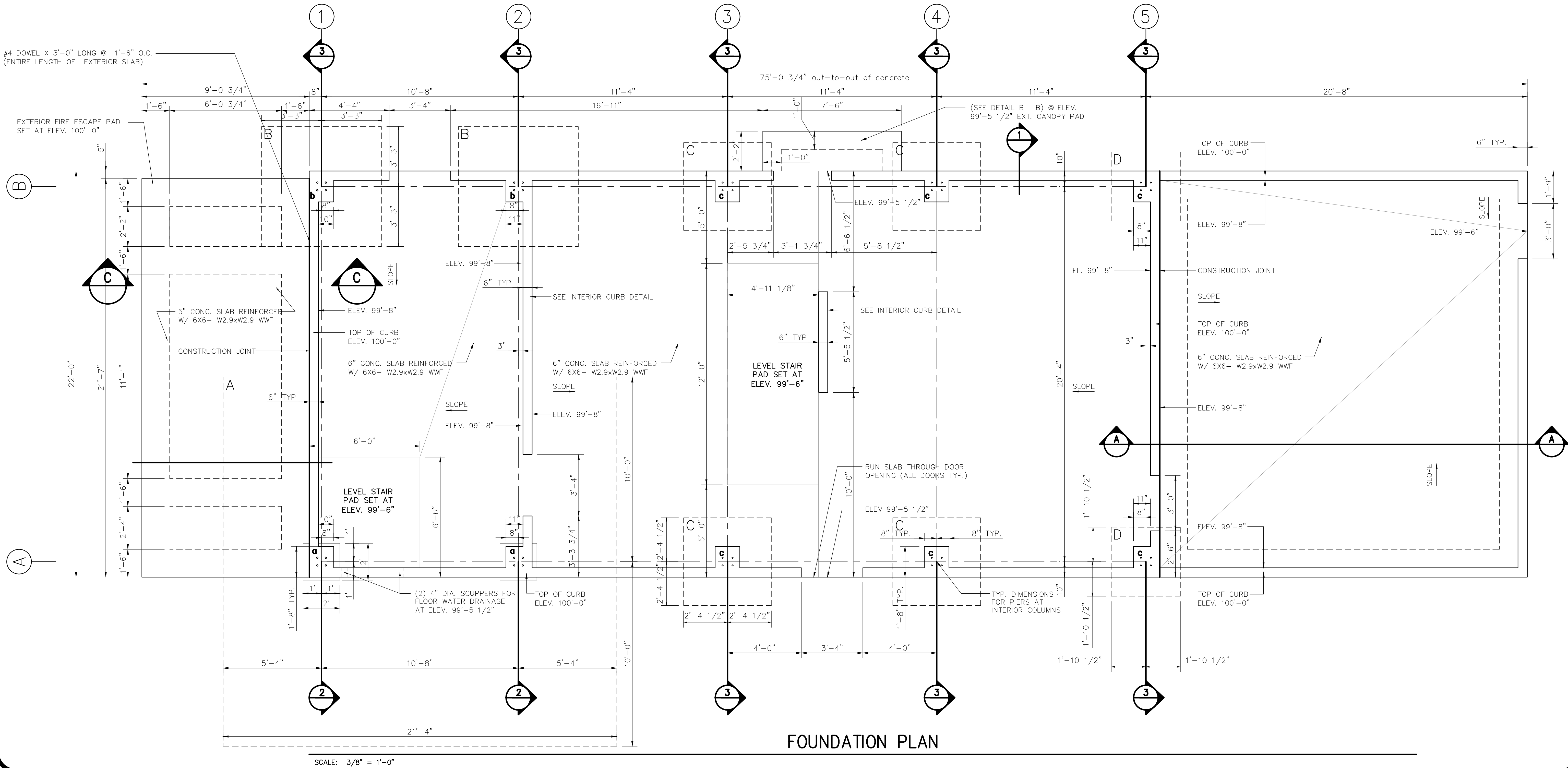
FIRE FACILITIES
STEEL FIRE TRAINING TOWERS

FIRE FACILITIES, INC.
314 WILBURN ROAD, SUN PRARIE, WI 53590
OFFICE: (608) 327-4100 FAX: (608) 834-1843
TOLL FREE: (800) 929-3726 TOLL FREE FAX: (866) 639-7012
WWW.FIREFACILITIES.COM; INFO@FIREFACILITIES.COM

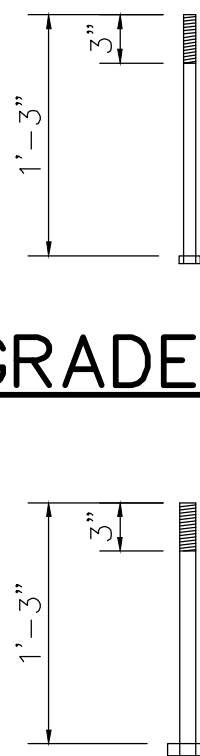
<i>b</i>	<i>Description</i>
	WESCO MODEL WH-4 CUSTOM PORT ORANGE, FL
	<i>Sheet Title</i> FOUNDATION DESIGN

Date	JANUARY 24, 2020
Drawn by	DWK
Checked by	
Scale	SHOWN
Order No.	#221393
Sheet No.	

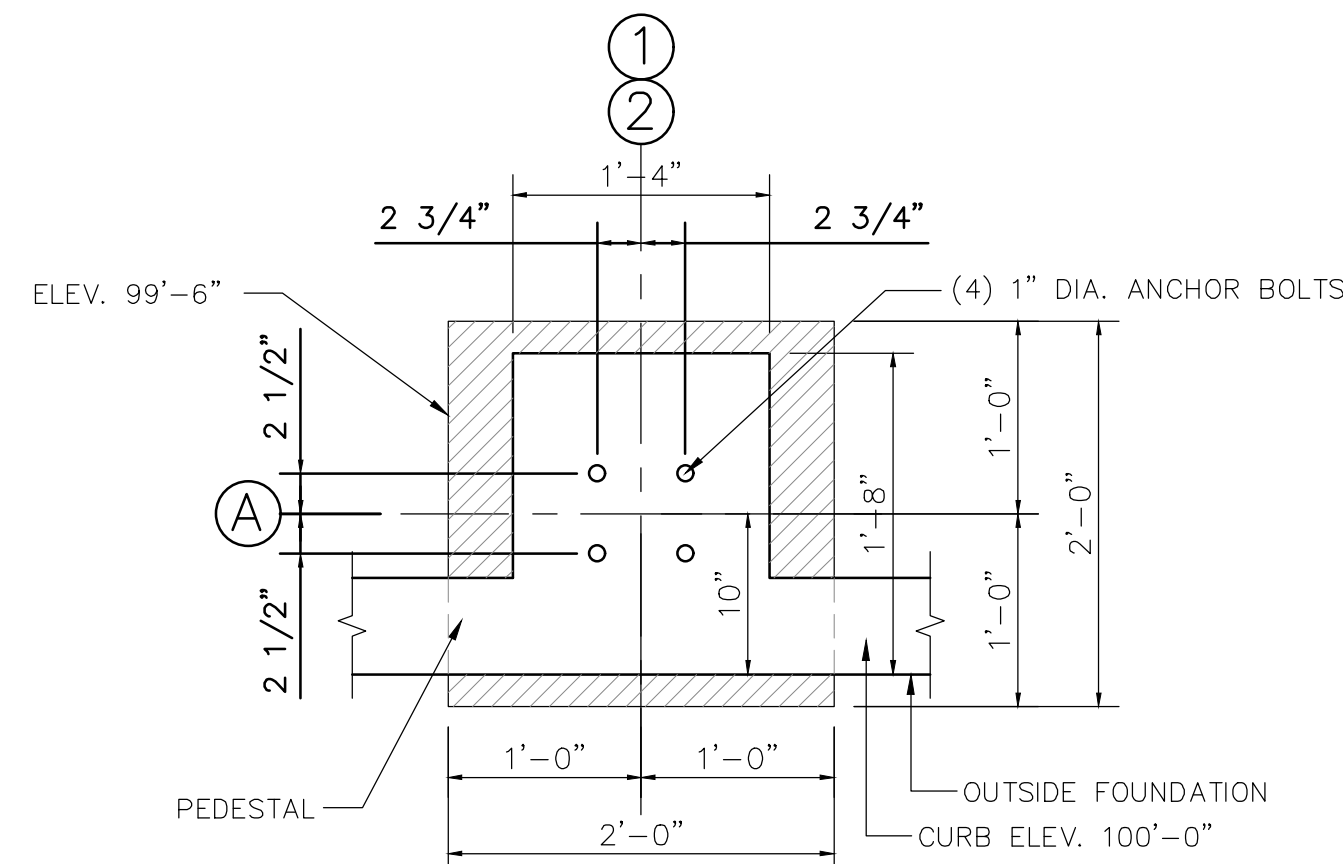
01 of 02



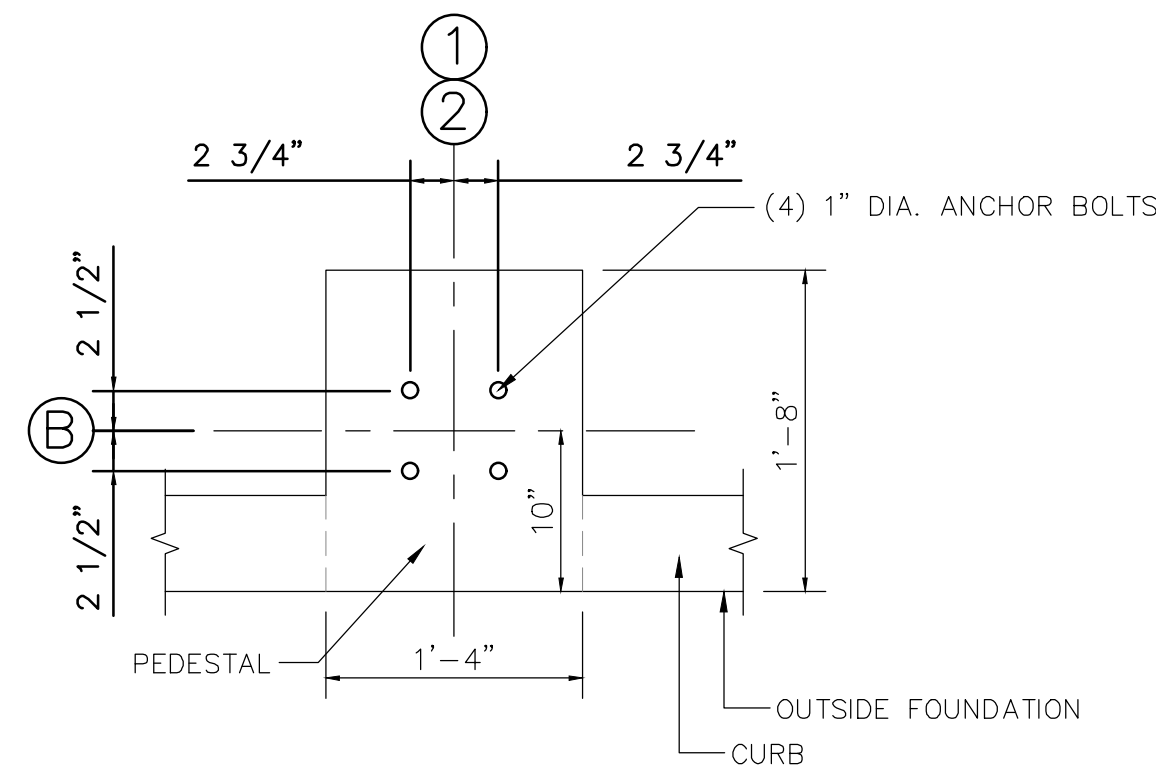
scale: 1" = 1'-0"



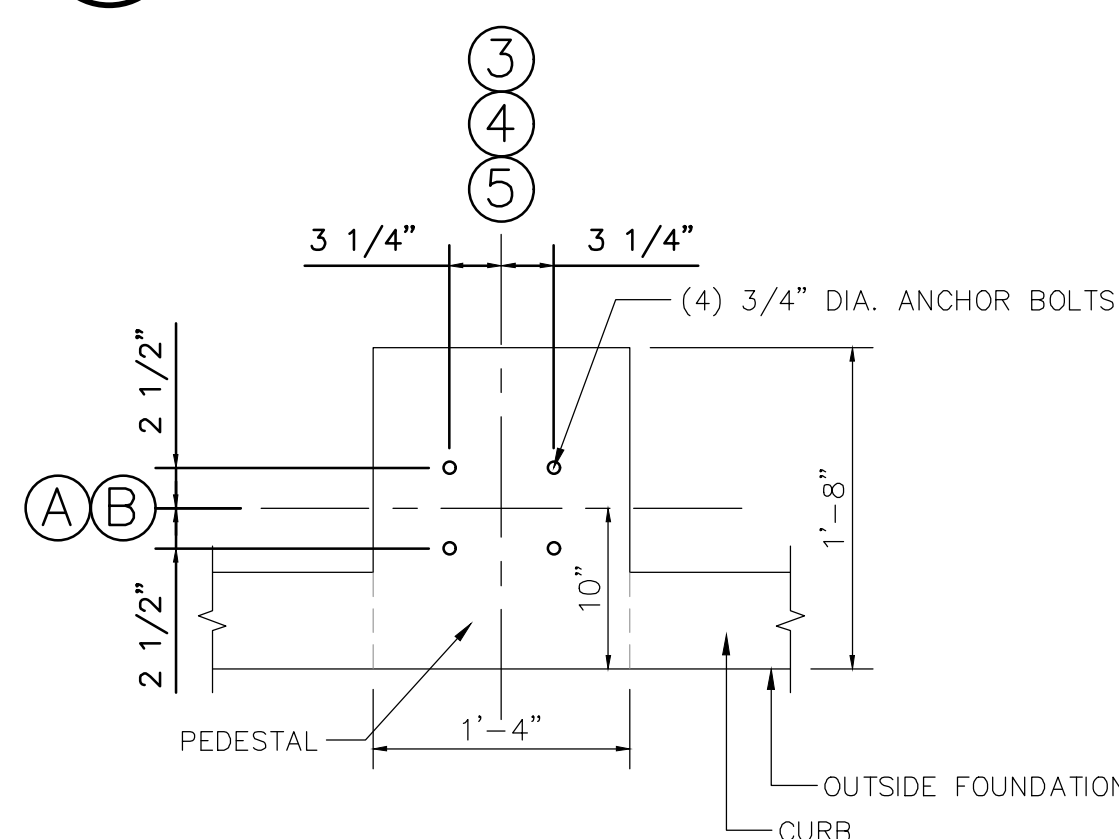
scale: 1" = 1'-0"



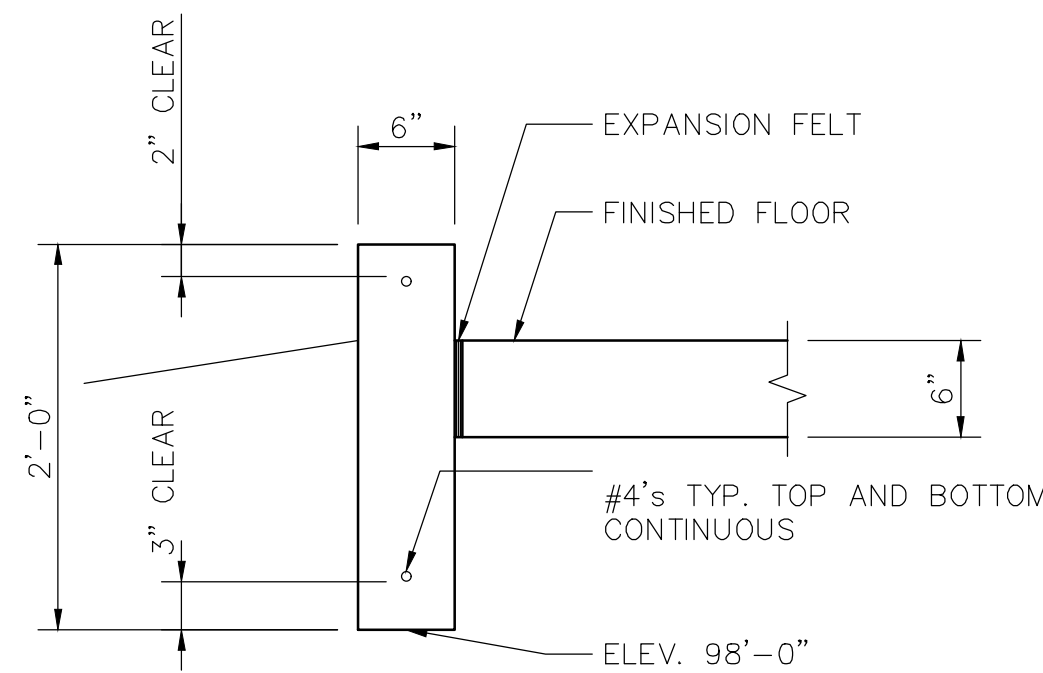
scale: 1" = 1'-0"



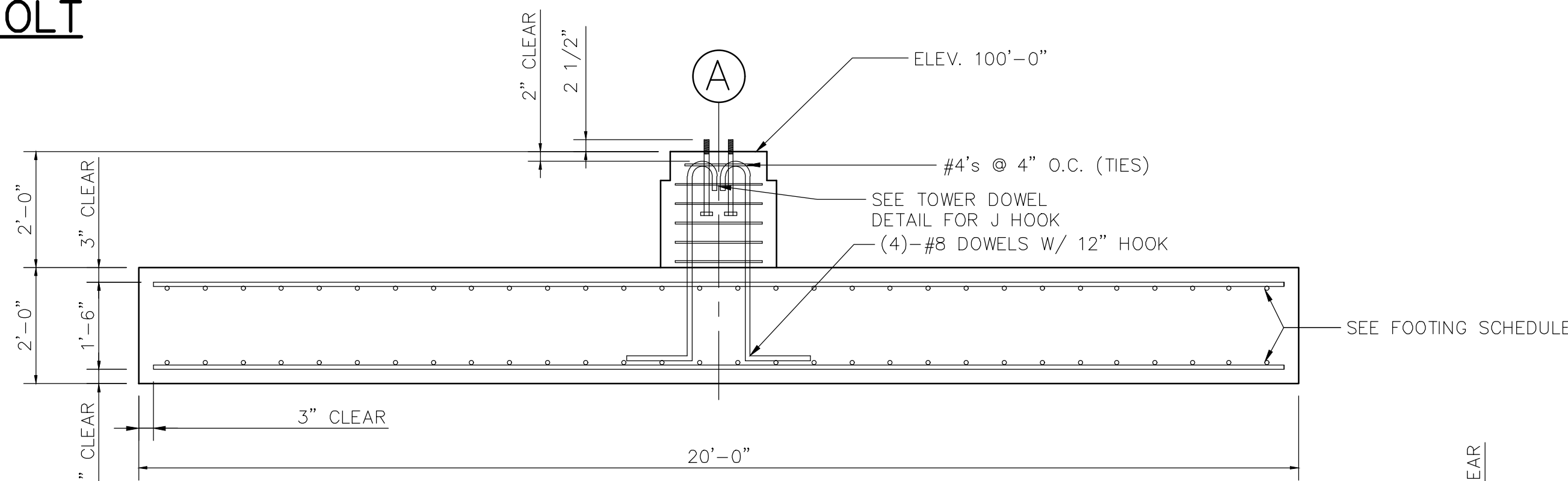
scale: 1" = 1'-0"



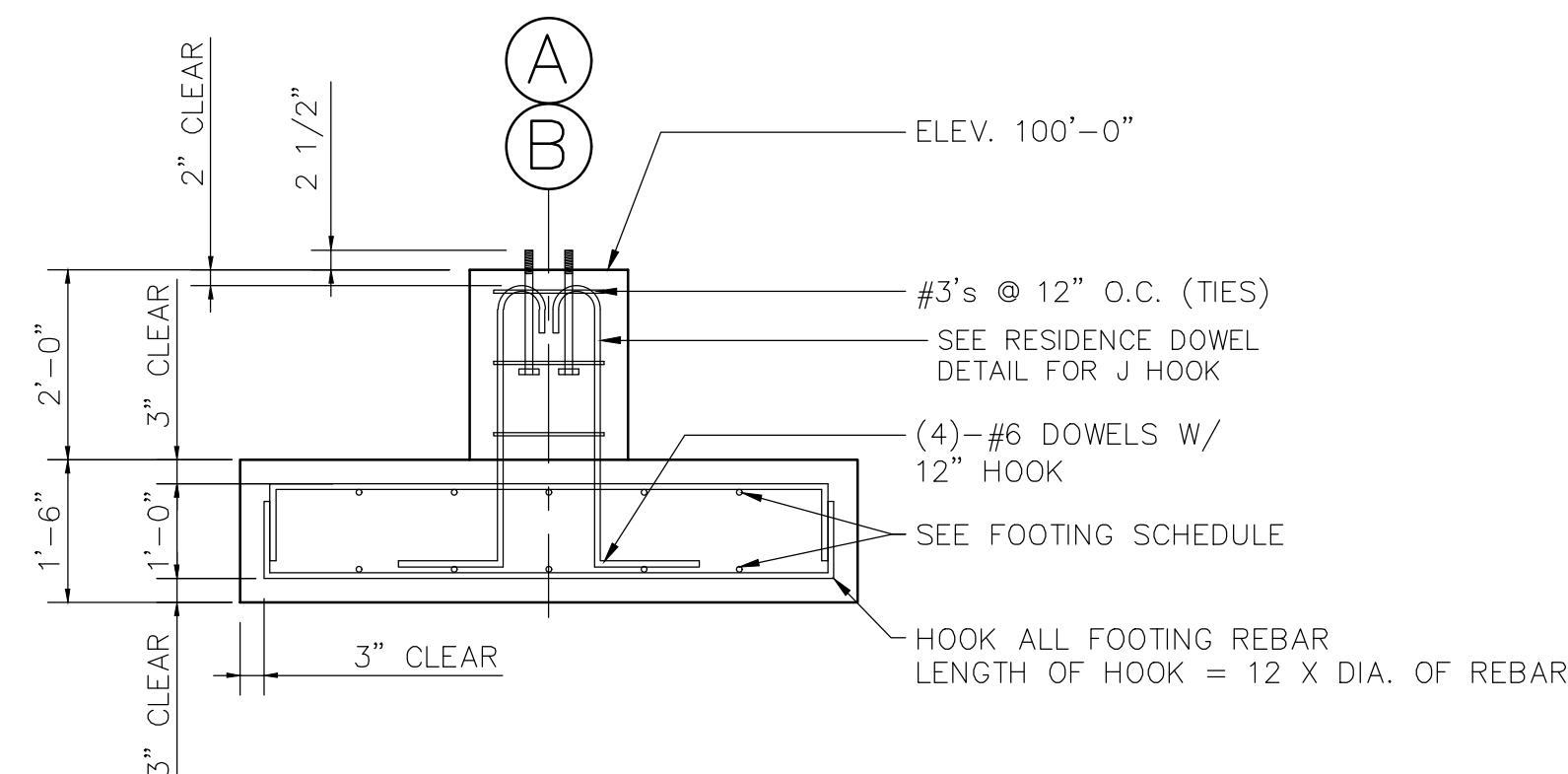
scale: 1" = 1'-0"



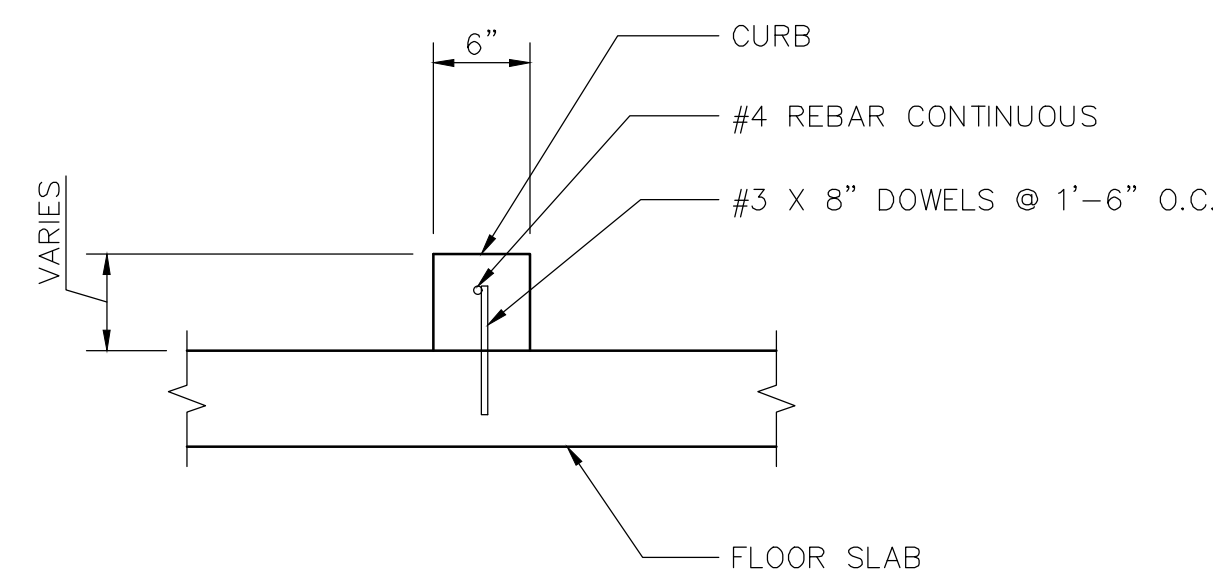
scale: $1'' = 1'-0''$



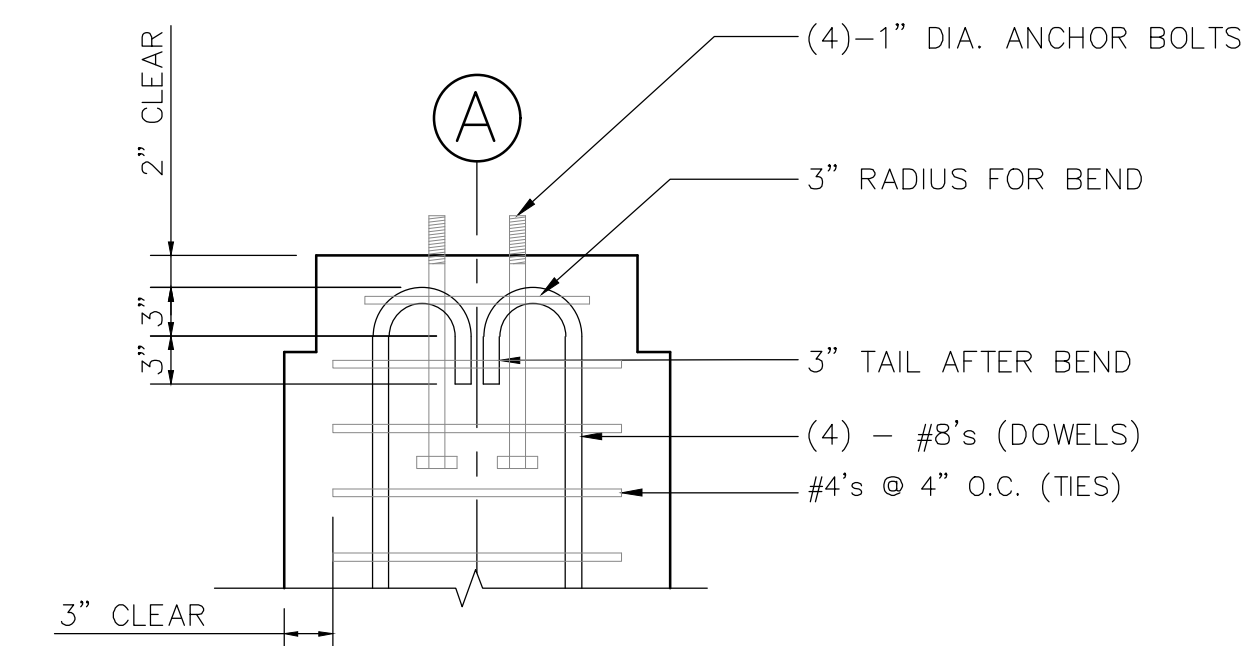
scale: $1/2'' = 1'-0''$



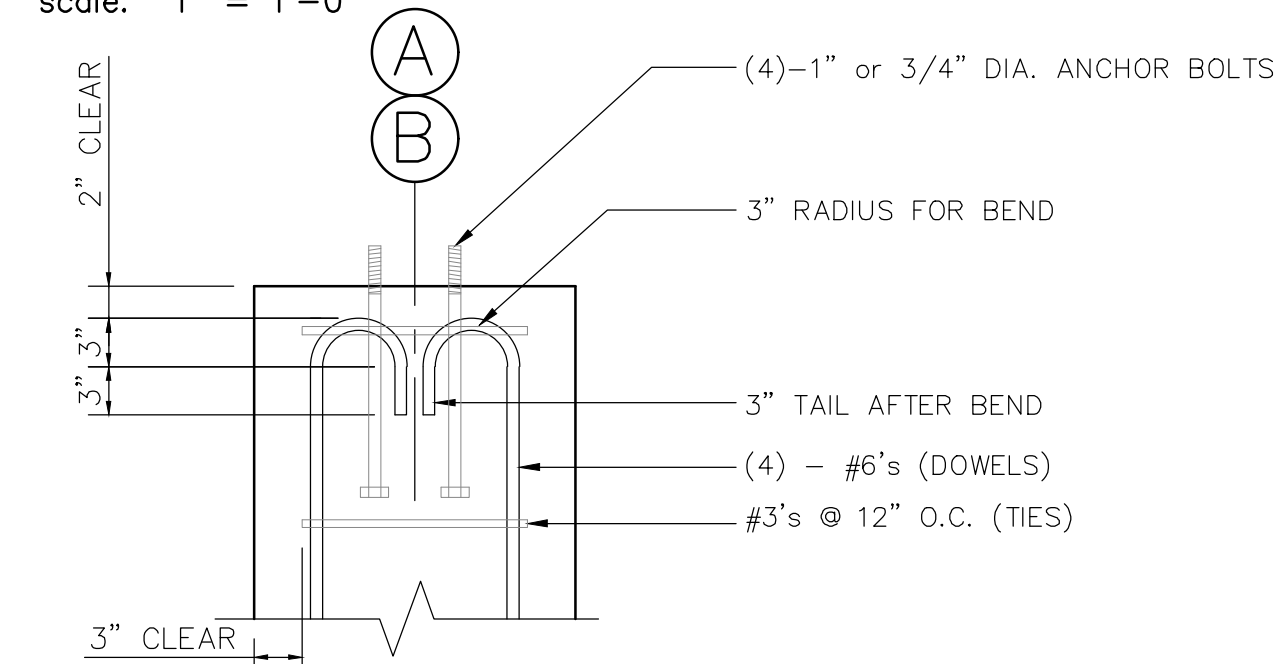
scale: $1/2'' = 1'-0''$



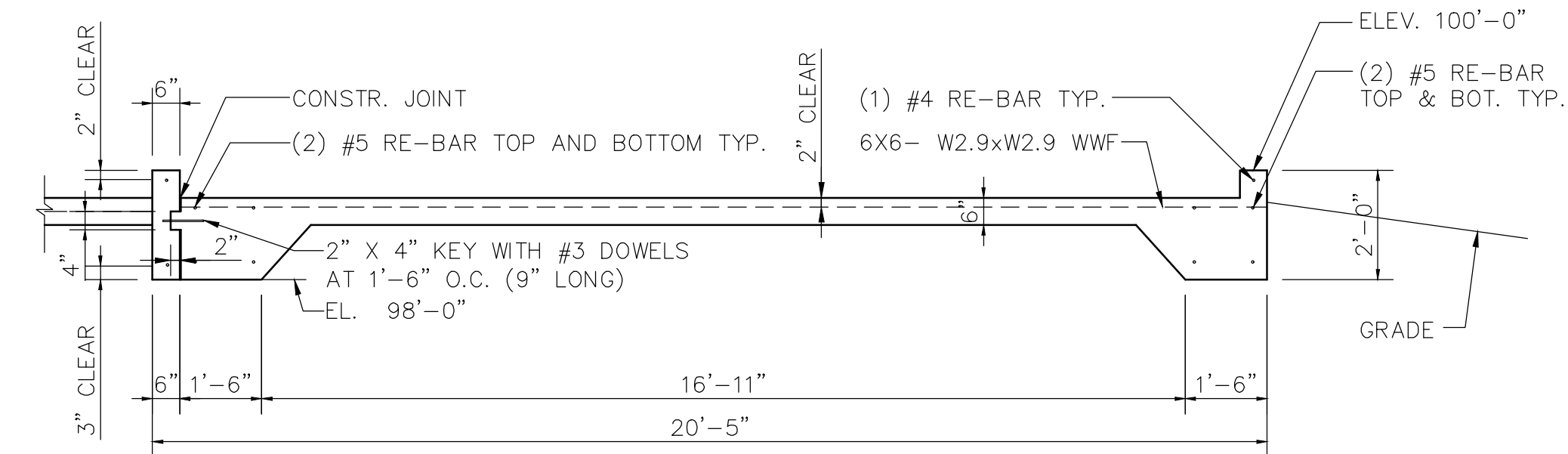
scale: 1" = 1'-0"



scale: 1" = 1'-0"

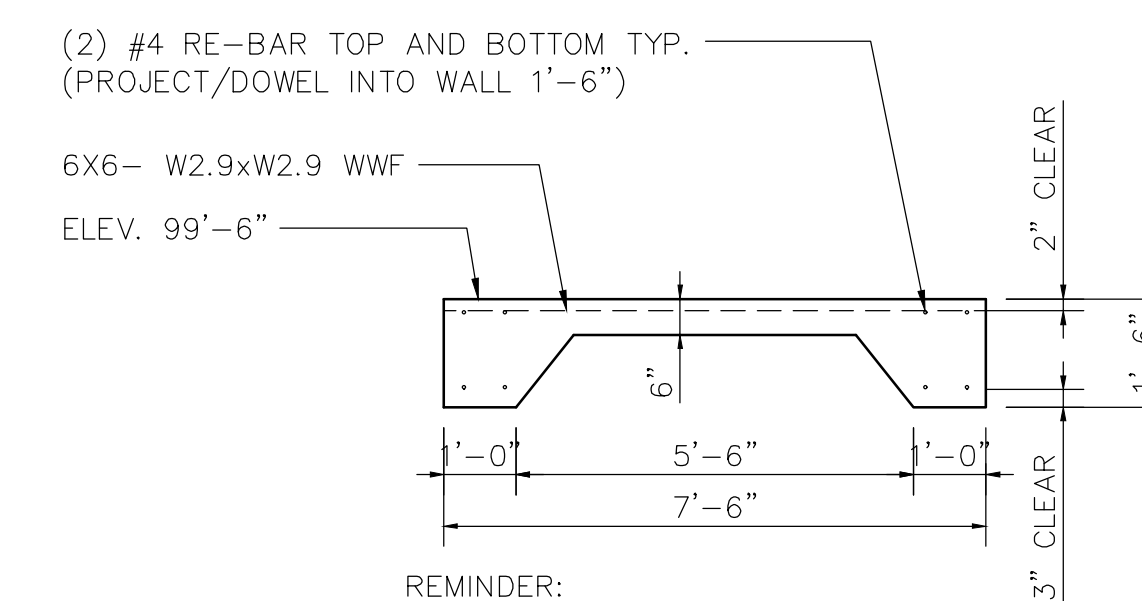


scale: $1'' = 1'-0''$



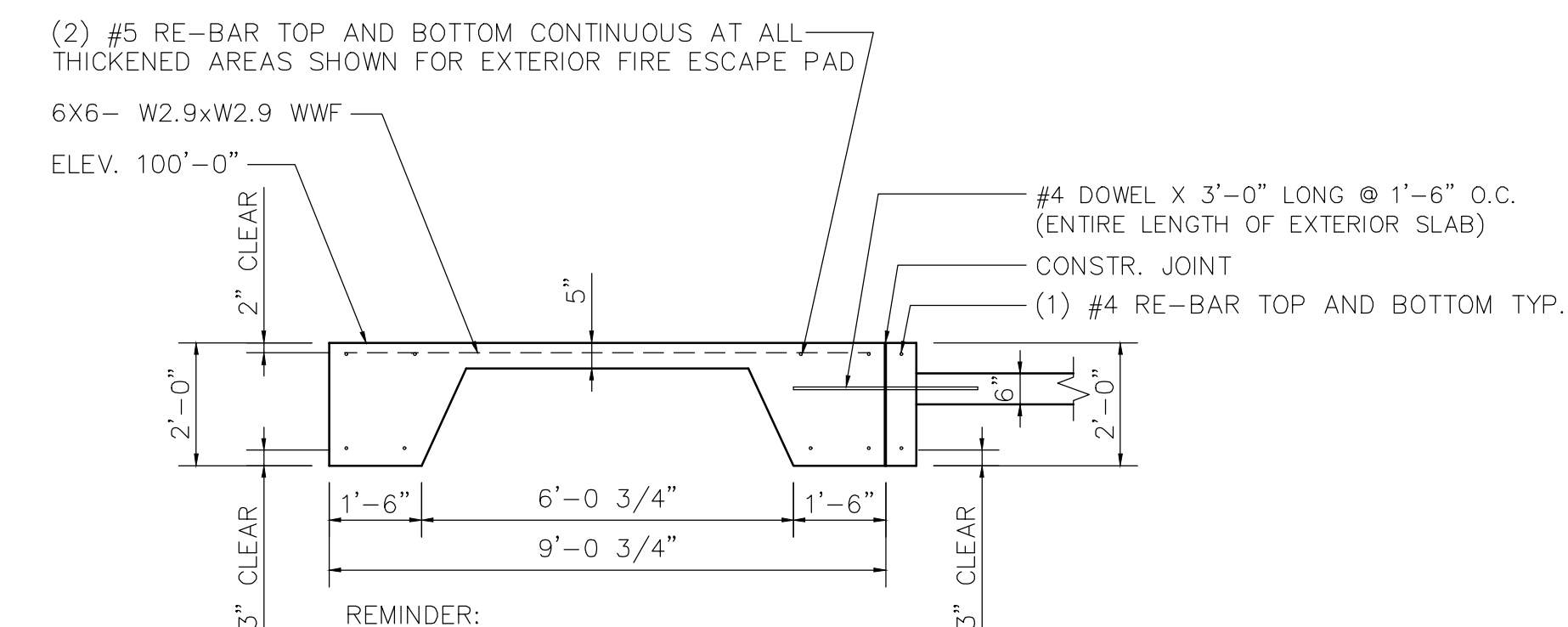
REMINDER:
PLACE 6" OF ENGINEERED FILL UNDER
ALL SLABS AND GRADE BEAMS

scale: $3/8" = 1'-0"$



REMINDER:
PLACE 6" OF ENGINEERED FILL UNDER
ALL SLABS AND GRADE BEAMS

scale: $3/8" = 1'-0"$



REMINER:
PLACE 6" OF ENGINEERED FILL UNDER
ALL SLABS AND GRADE BEAMS

scale: $3/8" = 1'-0"$

Job Description	WESCO MODEL WH-4 CUSTOM PORT ORANGE, FL		Sheet Title FOUNDATION DESIGN
Date	JANUARY 24, 2020		
Drawn by	DWK		
Checked by			
Scale	SHOWN		
Order No.	#221393		
Sheet No.			



FIRE FACILITIES

STEEL FIRE TRAINING TOWERS

FIRE FACILITIES, INC.
 314 WILBURN ROAD, SUN PRAIRIE, WI 53590
 OFFICE: (608) 327-4100 FAX: (608) 834-1843
 TOLL FREE: (800) 932-5776 TOLL FREE FAX: (866) 639-7012
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ENGINEER: STEVEN P. WESTRO
 Address: 314 Wilburn Road
 Sun Prairie, WI 53590
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 Florida License #: FE 94328



by _____

_____ DWK

FIRE TRAINING EQUIPMENT
CONCRETE FOUNDATION CALCULATIONS

WESCO MODEL WH-5 CUSTOM
12'X22'X50' TOWER SIMULATOR, 22'X34'X24' RESIDENCE SIMULATOR
FOR

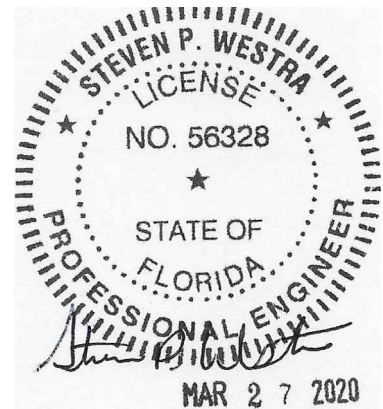
PORT ORANGE, FL

DESIGN CODE: FBC 2017

DESIGN LOADS TAKEN FROM STRUCTURAL CALCULATIONS
BASED ON THE INFORMATION SHOWN BELOW

ROOF LIVE LOAD: 100 psf
FLOOR LIVE LOAD: 100 psf
WIND LOAD: 140 mph, EXP C; Risk Cat. II
SEISMIC DESIGN CAT: B
SITE CLASS: D

PREPARED BY: DWK
DATE: 03/25/2020
ORDER NUMBER: #221393



LOAD CASE	COLUMN	SHEAR (KIPS)	DOWNWARD (KIPS)	UPLIFT (KIPS)
WIND	A1,A2	17.69	69.11	102.46
	B1,B2	9.82	12.82	28.88
	A3,B3	4.78	4.01	15.77
	A4,B4	4.30	1.95	15.78
	A5,B5	2.91	1.06	7.89
DEAD	A1,A2	0.48	14.99	0.00
	B1,B2	0.48	14.99	0.00
	A3,B3	0.57	11.18	0.00
	A4,B4	0.58	9.85	0.00
	A5,B5	0.40	5.10	0.00
LIVE	A1,A2	1.41	53.37	0.00
	B1,B2	1.41	53.37	0.00
	A3,B3	1.46	40.71	0.00
	A4,B4	1.50	34.16	0.00
	A5,B5	0.89	13.86	0.00
SEISMIC	A1,A2	1.60	9.02	9.01
	B1,B2	0.51	1.84	1.84
	A3,B3	0.34	0.76	0.76
	A4,B4	0.29	0.63	0.63
	A5,B5	0.13	0.24	0.24

Reactions shown above are individual load cases with a load factor of one (no reductions). These reactions are based on FBC 2017 with a 140 mph; exp C wind and a seismic category B. Please also note that these reactions are based on the fire training simulator show on the Fire Facilities drawing dated or revised on 03/25/2020

CAST IN PLACE "HEADED" ANCHOR BOLT DESIGN

Columns - WH-4 (braced tower)

GENERAL INFORMATION - DATA ENTRY

NUMBER OF ANCHORS IN BASE PLATE $n := 4$

BOLT TYPE - F1554 (GRADE 36) ULTIMATE TENSILE STRENGTH $f_{ut} := 60000\text{psi}$

BOLT DIAMETER $d_o := 1.00\text{in}$

BOLT EMBEDMENT LENGTH $h_{ef} := 12.5\text{in}$

NUMBER OF THREADS PER INCH $n_t := 8$

BEARING AREA OF HEAD $A_b := 1.163\text{in}^2$

DEPTH OF SLAB/PIER $h := 24\text{in}$

EDGE DISTANCES/SPACING

$c_{minx} := 9.25\text{in}$ $spacing_x := 5.5\text{in}$

$c_{miny} := 9.5\text{in}$ $spacing_y := 5\text{in}$

PIER/4EDGES (1=yes, 2=no)

$P := 1$ $h_{ef} := h_{ef} - 6\text{in}$

$h_{ef} = 6.5\text{in}$

RIGIDLY WELDED (1=yes, 2=no)

$RW := 2$

CONCRETE STRENGTH

$f_c := 4000\text{psi}$

REBAR SIZE @ ANCHOR & EDGE OF CONC (<#4BAR, $\psi=1$; >#4BAR, $\psi=1.2$ &w/stirup space<=4" $\psi=1.4$) - (D6.2.7)

MODERATE OR HIGH SEISMIC RISK (1=yes, 2=no) (D3.3.4.4)

$R := 2$

$\psi_c := 1.4$

Hef BETWEEN OR EQUAL TO 11 IN AND 25 (1=yes, 2=no)

$EF := \text{if}(11\text{in} < h_{ef} \leq 25\text{in}, 1, 2)$

$EF = 2$

LOAD SUMMARY

SHEAR - UNFACTORED LOADS IN MOST CONSERVATIVE DIRECTION PER COLUMN

$V_d := 0.48\text{k}$

$V_l := 1.41\text{k}$

$V_w := 17.69\text{k}$

$V_{seis} := 1.6\text{k}$

TENSION - UNFACTORED LOADS PER COLUMN- UPLIFT MUST BE A NEGATIVE VALUE - (D3.2)

$P_d := 14.99\text{k}$

$P_l := 53.37\text{k}$

$P_w := -102.46\text{k}$

$P_{seis} := -9.02\text{k}$

SHEAR - FACTORED PER BOLT - (D3.2)

$$U_{v1} := \frac{(1.2 \cdot V_d + 1.6 \cdot V_l)}{n}$$

$U_{v1} = 0.708 \cdot \text{k}$

$$U_{v2} := \frac{(1.2 \cdot V_d + 0.5 \cdot V_l + 1.0 \cdot V_w)}{n}$$

$U_{v2} = 4.743 \cdot \text{k}$

$$U_{v3} := \frac{(0.9 \cdot V_d + 1.0 \cdot V_w)}{n}$$

$U_{v3} = 4.53 \cdot \text{k}$

$$U_{v4} := \frac{(1.2 \cdot V_d + 1.0 \cdot V_{seis} + 0.5 \cdot V_l)}{n}$$

$U_{v4} = 0.72 \cdot \text{k}$

$$U_{v5} := \frac{(0.9 \cdot V_d + 1.0 \cdot V_{seis})}{n}$$

$U_{v5} = 0.508 \cdot \text{k}$

$$U_{vmax} := \max(U_{v1}, U_{v2}, U_{v3}, U_{v4}, U_{v5})$$

$U_{vmax} = 4.743 \cdot \text{k}$

TENSION - FACTORED PER BOLT - (D3.2)

$$U_{p1} := \frac{(1.2 \cdot P_d + 1.6 \cdot P_l)}{n}$$

$U_{p1} = 25.845 \cdot \text{k}$

$$U_{p2} := \frac{(1.2 \cdot P_d + 0.5 \cdot P_l + 1.0 \cdot P_w)}{n}$$

$U_{p2} = -14.447 \cdot \text{k}$

$$U_{p3} := \frac{(0.9 \cdot P_d + 1.0 \cdot P_w)}{n}$$

$U_{p3} = -22.242 \cdot \text{k}$

$$U_{p4} := \frac{(1.2 \cdot P_d + 1.0 \cdot P_{seis} + 0.5 \cdot P_l)}{n}$$

$U_{p4} = 8.913 \cdot \text{k}$

$$U_{p5} := \frac{(0.9 \cdot P_d + 1.0 \cdot P_{seis})}{n}$$

$U_{p5} = 1.118 \cdot \text{k}$

$$U_{pmax} := \min(U_{p1}, U_{p2}, U_{p3}, U_{p4}, U_{p5}, 0\text{k})$$

$U_{pmax} = -22.242 \cdot \text{k}$

STEEL STRENGTH OF FASTENER

$$A_{se} := \frac{\pi}{4} \cdot \left(d_o - \frac{.9743 \text{ in}}{n_t} \right)^2 \quad A_{se} = 0.606 \cdot \text{in}^2$$

Tension - (D5.1 - EQ D-2)

D5.2.1

$$\phi_t := .75 \quad N_s := n \cdot A_{se} \cdot f_{ut} \quad N_s = 145.379 \cdot k$$

$$\phi N_s := \phi_t \cdot N_s \quad \phi N_s = 109.034 \cdot k$$

$$\text{codecheck} := \text{if}(|U_{pmax}| \leq \phi N_s, \text{"OK"}, \text{"NOT OK"})$$

codecheck = "OK"

Shear - (D6.1 - EQ D-29)

$$\phi_s := .65 \quad V_s := n \cdot (0.6) A_{se} \cdot f_{ut} \quad V_s = 87.227 \cdot k$$

$$\phi V_s := \phi_s \cdot V_s \quad \phi V_s = 56.698 \cdot k$$

$$\text{codecheck} := \text{if}(U_{vmax} \leq \phi V_s, \text{"OK"}, \text{"NOT OK"})$$

codecheck = "OK"

CONCRETE BREAKOUT STRENGTH OF FASTENERS IN TENSION (D5.2)

$$c_{max} := \max(c_{miny}, c_{minx})$$

$$c_{max} = 9.5 \cdot \text{in}$$

$$\phi := .75$$

$$c_{min} := \min(c_{minx}, c_{miny})$$

$$c_{min} = 9.25 \cdot \text{in}$$

$$h'_{ef} := \text{if} \left(c_{max} \leq 1.5 \cdot h_{ef}, \frac{c_{max}}{1.5}, h_{ef} \right)$$

$$h'_{ef} := \text{if}(P = 1, h'_{ef}, h_{ef}) \quad h'_{ef} = 6.333 \cdot \text{in}$$

$$c_{minx} := \min(c_{minx}, 1.5 \cdot h_{ef})$$

$$c_{minx} = 9.25 \cdot \text{in}$$

$$s_x := \min(\text{spacing}_x, 3 \cdot h_{ef})$$

$$s_x = 5.5 \cdot \text{in}$$

$$c_{miny} := \min(c_{miny}, 1.5 \cdot h_{ef})$$

$$c_{miny} = 9.5 \cdot \text{in}$$

$$s_y := \min(\text{spacing}_y, 3 \cdot h_{ef})$$

$$s_y = 5 \cdot \text{in}$$

$$A_{nc} := \text{if} \left[P = 2, (1.5 \cdot h_{ef} + s_x + c_{minx}) \cdot (1.5 \cdot h_{ef} + s_y + c_{miny}), (s_x + 2 \cdot c_{minx}) \cdot (s_y + 2 \cdot c_{miny}) \right]$$

$$A_{nc} = 576 \cdot \text{in}^2 \quad \text{fig RD5.2.1}$$

$$A_{nco} := 9 \cdot h'_{ef}{}^2$$

$$A_{nco} = 361 \cdot \text{in}^2$$

$$A_{nc} := \min(A_{nc}, n \cdot A_{nco})$$

$$A_{nc} = 576 \cdot \text{in}^2$$

$$k_1 := 24 \text{ in}^{-.5} \cdot 11 \text{ kbf}^{.5}$$

$$k_{ef} := 16 \text{ in}^{-.67} \cdot 11 \text{ kbf}^{.5}$$

$$N_b := k_1 \cdot \sqrt{f_c} \cdot h'_{ef}{}^{1.5}$$

$$N_b = 24.193 \cdot k$$

D5.2.2 - EQ D-6

$$EFN_b := k_{ef} \cdot \sqrt{f_c} \cdot h'_{ef}{}^{1.67}$$

$$EFN_b = 22.074 \cdot k$$

D5.2.2 - EQ D-7

$$N_b := \text{if}(EF = 1, \min(N_b, EFN_b), N_b)$$

$$N_b = 24.193 \cdot k$$

$$\psi_{ec} := 1.0$$

D5.2.4 - EQ D-8

not eccentrically loaded

$$\psi_{ed} := \text{if} \left(c_{min} \geq 1.5 \cdot h'_{ef}, 1, 0.7 + 0.3 \cdot \frac{c_{min}}{1.5 \cdot h'_{ef}} \right)$$

$$\psi_{ed} = 0.99$$

D5.2.5 - EQ D-10

$$\psi_{cn} := 1.0$$

D5.2.6 - assumed cracking

$$N_{cbg} := \frac{A_{nc}}{A_{nco}} \cdot \psi_{ec} \cdot \psi_{ed} \cdot \psi_{cn} \cdot N_b$$

$$N_{cbg} = 38.297 \cdot k$$

for a group of fasteners

D5.2.1 - EQ D-4

$$\phi N_{cbg} := \text{if}(R = 1, .75 \cdot \phi \cdot N_{cbg}, \phi \cdot N_{cbg})$$

$$\phi N_{cbg} = 28.723 \cdot k$$

$$\text{codecheck} := \text{if}(|U_{pmax}| \leq \phi N_{cbg}, \text{"OK"}, \text{"NOT OK"})$$

codecheck = "OK"

PULL OUT STRENGTH OF FASTENER IN TENSION (D5.3)

$$\psi_{cp} := 1.0$$

D5.3.6 - assumed cracking

$$N_{pn} := \psi_{cp} \cdot 8 \cdot f_c \cdot A_b$$

$$N_{pn} = 37.216 \cdot k$$

D5.3.1 - EQ D-13

$$\phi N_{pn} := \text{if}(R = 1, .75 \cdot \phi \cdot N_{pn}, \phi \cdot N_{pn})$$

$$\phi N_{pn} = 27.912 \cdot k$$

$$\text{codecheck} := \text{if}(|U_{pmax}| \leq \phi N_{pn}, \text{"OK"}, \text{"NOT OK"})$$

codecheck = "OK"

CONCRETE SIDE FACE BLOW OUT STRENGTH OF FASTENERS IN TENSION (D5.4)

$$N_{sb} := 160 \cdot \left(\frac{\text{lbf} \cdot \text{in}^5}{\text{in}} \right) \cdot c_{min} \cdot \sqrt{A_b} \cdot \sqrt{f_c}$$

$$N_{sb} = 100.944 \cdot k$$

D5.4.1 - EQ D-16

$$N_{sbg} := \text{if} \left[c_{min} < .4 \cdot h'_{ef}, \left(1 + \frac{\min(6 \cdot c_{min}, \text{spacing}_x, \text{spacing}_y)}{6 \cdot c_{min}} \right) \cdot N_{sb}, N_{pn} \right]$$

$$N_{sbg} = 37.216 \cdot k$$

D5.4.2 - EQ D-17

$$\phi N_{sbg} := \text{if}(R = 1, .75 \cdot \phi \cdot N_{sbg}, \phi \cdot N_{sbg})$$

$$\phi N_{sbg} = 27.912 \cdot k$$

$$\text{codecheck} := \text{if}(|U_{pmax}| \leq \phi N_{sbg}, \text{"OK"}, \text{"NOT OK"})$$

codecheck = "OK"

CONCRETE BREAKOUT STRENGTH OF FASTENER IN SHEAR (D6.2)

$$c_{a1x} := \text{if}(RW = 1, c_{minx} + \text{spacing}_x, c_{minx})$$

$$c_{a1x} = 9.25 \cdot \text{in}$$

$$c_{a1y} := \text{if}(RW = 1, c_{miny} + \text{spacing}_y, c_{miny})$$

$$c_{a1y} = 9.5 \cdot \text{in}$$

$$c_{a2x} := \min(c_{miny}, 1.5 \cdot c_{a1x})$$

$$c_{a2x} = 9.5 \cdot \text{in}$$

$$c_{a2y} := \min(c_{minx}, 1.5 \cdot c_{a1y})$$

$$c_{a2y} = 9.25 \cdot \text{in}$$

$$c_{a3x} := \text{if}(P = 1, c_{a2x}, 1.5 \cdot c_{a1x})$$

$$c_{a3x} = 9.5 \cdot \text{in}$$

$$c_{a3y} := \text{if}(P = 1, c_{a2y}, 1.5 \cdot c_{a1y})$$

$$c_{a3y} = 9.25 \cdot \text{in}$$

$$h_x := \min(h, 1.5 \cdot c_{a1x})$$

$$h_x = 13.875 \cdot \text{in}$$

$$h_y := \min(h, 1.5 \cdot c_{a1y})$$

$$h_y = 14.25 \cdot \text{in}$$

D6.2.2 - EQ D-32

$$\text{spacing}_x = 5.5 \cdot \text{in}$$

$$\text{spacing}_y = 5 \cdot \text{in}$$

$$A_{vcx} := 4.5 \cdot c_{a1x}^2$$

$$A_{vcx} = 385 \cdot \text{in}^2$$

$$A_{vcy} := 4.5 \cdot c_{a1y}^2$$

$$A_{vcy} = 406.1 \cdot \text{in}^2$$

$$A_{vcx} := \text{if}[RW = 1, 2 \cdot (1.5 \cdot c_{a1x}) + \min(3 \cdot c_{a1x}, s_x), 2(1.5 \cdot c_{a1x})] \cdot h_x$$

$$A_{vcy} := \text{if}[RW = 1, 2 \cdot (1.5 \cdot c_{a1y}) + \min(3 \cdot c_{a1y}, s_y), 2(1.5 \cdot c_{a1y})] \cdot h_y$$

fig RD6.2.1

$$A_{vcx} = 385 \cdot \text{in}^2$$

$$A_{vcy} = 406.1 \cdot \text{in}^2$$

$$V_{bx} := \min \left[9 \cdot \sqrt{f_c} \cdot c_{a1x}^{1.5} \cdot \left(\frac{\text{lbf}}{\text{in}} \right)^{.5}, \text{if}(RW = 1, 8, 7) \cdot \left[\left(\frac{\min(h_{ef}, 8 \cdot d_o)}{d_o} \right)^2 \cdot \sqrt{d_o} \cdot \sqrt{f_c} \cdot c_{a1x}^{1.5} \right] \cdot \left(\frac{\text{lbf} \cdot \text{in}^5}{\text{in}} \right) \right]$$

$$V_{bx} = 16.013 \cdot k$$

D6.2.2, 3 - EQ D-33, 34, 35

$$V_{by} := \min \left[9 \cdot \sqrt{f_c} \cdot c_{a1y}^{1.5} \cdot \left(\frac{\text{lbf}}{\text{in}} \right)^{.5}, \text{if}(RW = 1, 8, 7) \cdot \left[\left(\frac{\min(h_{ef}, 8 \cdot d_o)}{d_o} \right)^2 \cdot \sqrt{d_o} \cdot \sqrt{f_c} \cdot c_{a1y}^{1.5} \right] \cdot \left(\frac{\text{lbf} \cdot \text{in}^5}{\text{in}} \right) \right]$$

$$V_{by} = 16.667 \cdot k$$

D6.2.2, 3 - EQ D-33, 34, 35

$$\psi_{edvx} := \min \left(1, .7 + .3 \cdot \frac{c_{a2x}}{1.5 \cdot c_{a1x}} \right)$$

$$\psi_{edvx} = 0.9$$

$$\psi_{edvy} := \min \left(1, .7 + .3 \cdot \frac{c_{a2y}}{1.5 \cdot c_{a1y}} \right)$$

$$\psi_{edvy} = 0.89$$

D6.2.6 - EQ D-37,38

$$\psi_{ecv} := 1.0$$

D6.2.5 - EQ D-36

not eccentrically loaded

$$\psi_c = 1.4$$

D6.2.7 - See Above

D6.2.1 - EQ D-31

$$V_{cbgx} := \frac{A_{vcx}}{A_{vcx}} \cdot \psi_{ecv} \cdot \psi_{edvx} \cdot \psi_c \cdot V_{bx}$$

$$V_{cbgx} = 22.956 \cdot k$$

$$V_{cbgy} := \frac{A_{vcy}}{A_{vcy}} \cdot \psi_{ecv} \cdot \psi_{edvy} \cdot \psi_c \cdot V_{by}$$

$$V_{cbgy} = 21.127 \cdot k$$

$$\phi V_{cbgx} := \phi \cdot V_{cbgx}$$

$$\phi V_{cbgx} = 17.217 \cdot k$$

$$\phi V_{cbgy} := \phi \cdot V_{cbgy}$$

$$\phi V_{cbgy} = 15.845 \cdot k$$

$$\text{codecheckX} := \text{if}(U_{vmax} \leq \phi V_{cbgx}, \text{"OK"}, \text{"NOT OK"})$$

$$\text{codecheckY} := \text{if}(U_{vmax} \leq \phi V_{cbgy}, \text{"OK"}, \text{"NOT OK"})$$

codecheckX = "OK"

codecheckY = "OK"

CONCRETE PRYOUT STRENGTH OF FASTENER IN SHEAR (D6.3)

$$k_{cp} := \text{if}(h_{ef} < 2.5\text{in}, 1, 2)$$

$$k_{cp} = 2$$

$$N_{cbg} = 38.297 \cdot k$$

$$V_{cp} := k_{cp} \cdot N_{cbg}$$

$$V_{cp} = 76.594 \cdot k$$

D6.3.1 - EQ D-41

$$\phi V_{cp} := \phi \cdot V_{cp}$$

$$\phi V_{cp} = 57.445 \cdot k$$

$$\text{codecheck} := \text{if}(U_{vmax} \leq \phi V_{cp}, \text{"OK"}, \text{"NOT OK"})$$

codecheck = "OK"

COMBINATION OF TENSILE AND SHEAR FORCES

$$\phi N_n := \min(\phi N_s, \phi N_{cbg}, \phi N_{pn}, \phi N_{sbg})$$

$$\phi N_n = 27.912 \cdot k$$

$$\phi V_n := \min(\phi V_s, \phi V_{cbgx}, \phi V_{cbgy}, \phi V_{cp})$$

$$\phi V_n = 15.845 \cdot k$$

$$\text{SOLUTION1} := \text{if}(U_{vmax} \leq .2 \cdot \phi V_n, \text{"FULL TENSION ALLOWED"}, \text{"COMBINATION REQUIRED"})$$

$$\text{SOLUTION1} = \text{"COMBINATION REQUIRED"}$$

$$\text{SOLUTION2} := \text{if}(|U_{pmax}| \leq .2 \cdot \phi N_n, \text{"FULL SHEAR ALLOWED"}, \text{"COMBINATION REQUIRED"})$$

$$\text{SOLUTION2} = \text{"COMBINATION REQUIRED"}$$

COMBINATION

$$\text{Check} := \frac{|U_{pmax}|}{\phi N_n} + \frac{U_{vmax}}{\phi V_n} = 1.096$$

D7.3 - EQ D-42

$$\text{codecheck} := \text{if}(\text{Check} \leq 1.2, \text{"OK"}, \text{"NOT OK"})$$

codecheck = "OK"

CAST IN PLACE "HEADED" ANCHOR BOLT DESIGN

Columns - WH-5 (unbraced tower)

GENERAL INFORMATION - DATA ENTRY

NUMBER OF ANCHORS IN BASE PLATE $n := 4$

BOLT TYPE - F1554 (GRADE 36) ULTIMATE TENSILE STRENGTH $f_{ut} := 60000 \text{ psi}$

BOLT DIAMETER $d_o := 1.00 \text{ in}$

BOLT EMBEDMENT LENGTH $h_{ef} := 12.5 \text{ in}$

NUMBER OF THREADS PER INCH $n_t := 8$

BEARING AREA OF HEAD $A_b := 1.163 \text{ in}^2$

DEPTH OF SLAB/PIER $h := 24 \text{ in}$

EDGE DISTANCES/SPACING

$c_{minx} := 5.25 \text{ in}$ $spacing_x := 5.5 \text{ in}$

$c_{miny} := 7.5 \text{ in}$ $spacing_y := 5 \text{ in}$

PIER/4EDGES (1=yes, 2=no)

$P := 1$ $h_{ef} := h_{ef} - 6 \text{ in}$

$h_{ef} = 6.5 \text{ in}$

RIGIDLY WELDED (1=yes, 2=no)

$RW := 2$

CONCRETE STRENGTH

$f_c := 4000 \text{ psi}$

REBAR SIZE @ ANCHOR & EDGE OF CONC (<#4BAR, $\psi=1$; >#4BAR, $\psi=1.2$ &w/stirup space<=4" $\psi=1.4$) - (D6.2.7)

MODERATE OR HIGH SEISMIC RISK (1=yes, 2=no) (D3.3.4.4)

$R := 1$

$\psi_c := 1.0$

Hef BETWEEN OR EQUAL TO 11 IN AND 25 (1=yes, 2=no)

$EF := \text{if}(11 \text{ in} < h_{ef} \leq 25 \text{ in}, 1, 2)$

$EF = 2$

LOAD SUMMARY

SHEAR - UNFACTORED LOADS IN MOST CONSERVATIVE DIRECTION PER COLUMN

$V_d := 0.48 \text{ k}$

$V_l := 1.41 \text{ k}$

$V_w := 9.82 \text{ k}$

$V_{seis} := 0.51 \text{ k}$

TENSION - UNFACTORED LOADS PER COLUMN- UPLIFT MUST BE A NEGATIVE VALUE - (D3.2)

$P_d := 14.99 \text{ k}$

$P_l := 53.37 \text{ k}$

$P_w := -28.88 \text{ k}$

$P_{seis} := -1.84 \text{ k}$

SHEAR - FACTORED PER BOLT - (D3.2)

$$U_{v1} := \frac{(1.2 \cdot V_d + 1.6 \cdot V_l)}{n}$$

$U_{v1} = 0.708 \cdot \text{k}$

$$U_{v2} := \frac{(1.2 \cdot V_d + 0.5 \cdot V_l + 1.0 \cdot V_w)}{n}$$

$U_{v2} = 2.775 \cdot \text{k}$

$$U_{v3} := \frac{(0.9 \cdot V_d + 1.0 \cdot V_w)}{n}$$

$U_{v3} = 2.563 \cdot \text{k}$

$$U_{v4} := \frac{(1.2 \cdot V_d + 1.0 \cdot V_{seis} + 0.5 \cdot V_l)}{n}$$

$U_{v4} = 0.448 \cdot \text{k}$

$$U_{v5} := \frac{(0.9 \cdot V_d + 1.0 \cdot V_{seis})}{n}$$

$U_{v5} = 0.236 \cdot \text{k}$

$$U_{vmax} := \max(U_{v1}, U_{v2}, U_{v3}, U_{v4}, U_{v5})$$

$U_{vmax} = 2.775 \cdot \text{k}$

TENSION - FACTORED PER BOLT - (D3.2)

$$U_{p1} := \frac{(1.2 \cdot P_d + 1.6 \cdot P_l)}{n}$$

$U_{p1} = 25.845 \cdot \text{k}$

$$U_{p2} := \frac{(1.2 \cdot P_d + 0.5 \cdot P_l + 1.0 \cdot P_w)}{n}$$

$U_{p2} = 3.948 \cdot \text{k}$

$$U_{p3} := \frac{(0.9 \cdot P_d + 1.0 \cdot P_w)}{n}$$

$U_{p3} = -3.847 \cdot \text{k}$

$$U_{p4} := \frac{(1.2 \cdot P_d + 1.0 \cdot P_{seis} + 0.5 \cdot P_l)}{n}$$

$U_{p4} = 10.708 \cdot \text{k}$

$$U_{p5} := \frac{(0.9 \cdot P_d + 1.0 \cdot P_{seis})}{n}$$

$U_{p5} = 2.913 \cdot \text{k}$

$$U_{pmax} := \min(U_{p1}, U_{p2}, U_{p3}, U_{p4}, U_{p5}, 0 \text{ k})$$

$U_{pmax} = -3.847 \cdot \text{k}$

STEEL STRENGTH OF FASTENER

$$A_{se} := \frac{\pi}{4} \cdot \left(d_o - \frac{.9743 \text{ in}}{n_t} \right)^2 \quad A_{se} = 0.606 \cdot \text{in}^2$$

Tension - (D5.1 - EQ D-2)

D5.2.1

$$\phi_t := .75 \quad N_s := n \cdot A_{se} \cdot f_{ut} \quad N_s = 145.379 \cdot k$$

$$\phi N_s := \phi_t \cdot N_s \quad \phi N_s = 109.034 \cdot k$$

$$\text{codecheck} := \text{if}(|U_{pmax}| \leq \phi N_s, \text{"OK"}, \text{"NOT OK"})$$

codecheck = "OK"

Shear - (D6.1 - EQ D-29)

$$\phi_s := .65 \quad V_s := n \cdot (0.6) A_{se} \cdot f_{ut} \quad V_s = 87.227 \cdot k$$

$$\phi V_s := \phi_s \cdot V_s \quad \phi V_s = 56.698 \cdot k$$

$$\text{codecheck} := \text{if}(U_{vmax} \leq \phi V_s, \text{"OK"}, \text{"NOT OK"})$$

codecheck = "OK"

CONCRETE BREAKOUT STRENGTH OF FASTENERS IN TENSION (D5.2)

$$c_{max} := \max(c_{miny}, c_{minx})$$

$$c_{max} = 7.5 \cdot \text{in}$$

$$\phi := .75$$

$$c_{min} := \min(c_{minx}, c_{miny})$$

$$c_{min} = 5.25 \cdot \text{in}$$

$$h'_{ef} := \text{if} \left(c_{max} \leq 1.5 \cdot h_{ef}, \frac{c_{max}}{1.5}, h_{ef} \right)$$

$$h'_{ef} := \text{if}(P = 1, h'_{ef}, h_{ef}) \quad h'_{ef} = 5 \cdot \text{in}$$

$$c_{minx} := \min(c_{minx}, 1.5 \cdot h_{ef})$$

$$c_{minx} = 5.25 \cdot \text{in}$$

$$s_x := \min(\text{spacing}_x, 3 \cdot h_{ef})$$

$$s_x = 5.5 \cdot \text{in}$$

$$c_{miny} := \min(c_{miny}, 1.5 \cdot h_{ef})$$

$$c_{miny} = 7.5 \cdot \text{in}$$

$$s_y := \min(\text{spacing}_y, 3 \cdot h_{ef})$$

$$s_y = 5 \cdot \text{in}$$

$$A_{nc} := \text{if} \left[P = 2, (1.5 \cdot h_{ef} + s_x + c_{minx}) \cdot (1.5 \cdot h_{ef} + s_y + c_{miny}), (s_x + 2 \cdot c_{minx}) \cdot (s_y + 2 \cdot c_{miny}) \right]$$

$$A_{nc} = 320 \cdot \text{in}^2 \quad \text{fig RD5.2.1}$$

$$A_{nco} := 9 \cdot h'_{ef}{}^2$$

$$A_{nco} = 225 \cdot \text{in}^2$$

$$A_{nc} := \min(A_{nc}, n \cdot A_{nco})$$

$$A_{nc} = 320 \cdot \text{in}^2$$

$$k_1 := 24 \text{ in}^{-.5} \cdot 11 \text{ lbf}^{.5}$$

$$k_{ef} := 16 \text{ in}^{-.67} \cdot 11 \text{ lbf}^{.5}$$

$$N_b := k_1 \cdot \sqrt{f_c} \cdot h'_{ef}{}^{1.5}$$

$$N_b = 16.971 \cdot k$$

D5.2.2 - EQ D-6

$$EFN_b := k_{ef} \cdot \sqrt{f_c} \cdot h'_{ef}{}^{1.67}$$

$$EFN_b = 14.874 \cdot k$$

D5.2.2 - EQ D-7

$$N_b := \text{if}(EF = 1, \min(N_b, EFN_b), N_b)$$

$$N_b = 16.971 \cdot k$$

$$\psi_{ec} := 1.0$$

D5.2.4 - EQ D-8

not eccentrically loaded

$$\psi_{ed} := \text{if} \left(c_{min} \geq 1.5 \cdot h'_{ef}, 1, 0.7 + 0.3 \cdot \frac{c_{min}}{1.5 \cdot h'_{ef}} \right)$$

$$\psi_{ed} = 0.91$$

D5.2.5 - EQ D-10

$$\psi_{cn} := 1.0$$

D5.2.6 - assumed cracking

$$N_{cbg} := \frac{A_{nc}}{A_{nco}} \cdot \psi_{ec} \cdot \psi_{ed} \cdot \psi_{cn} \cdot N_b$$

$$N_{cbg} = 21.964 \cdot k$$

for a group of fasteners

D5.2.1 - EQ D-4

$$\phi N_{cbg} := \text{if}(R = 1, .75 \cdot \phi \cdot N_{cbg}, \phi \cdot N_{cbg})$$

$$\phi N_{cbg} = 12.355 \cdot k$$

$$\text{codecheck} := \text{if}(|U_{pmax}| \leq \phi N_{cbg}, \text{"OK"}, \text{"NOT OK"})$$

codecheck = "OK"

PULL OUT STRENGTH OF FASTENER IN TENSION (D5.3)

$$\psi_{cp} := 1.0$$

D5.3.6 - assumed cracking

$$N_{pn} := \psi_{cp} \cdot 8 \cdot f_c \cdot A_b$$

$$N_{pn} = 37.216 \cdot k$$

D5.3.1 - EQ D-13

$$\phi N_{pn} := \text{if}(R = 1, .75 \cdot \phi \cdot N_{pn}, \phi \cdot N_{pn})$$

$$\phi N_{pn} = 20.934 \cdot k$$

$$\text{codecheck} := \text{if}(|U_{pmax}| \leq \phi N_{pn}, \text{"OK"}, \text{"NOT OK"})$$

codecheck = "OK"

CONCRETE SIDE FACE BLOW OUT STRENGTH OF FASTENERS IN TENSION (D5.4)

$$N_{sb} := 160 \cdot \left(\frac{\text{lbf} \cdot \text{in}^5}{\text{in}} \right) \cdot c_{min} \cdot \sqrt{A_b} \cdot \sqrt{f_c}$$

$$N_{sb} = 57.293 \cdot k$$

D5.4.1 - EQ D-16

$$N_{sbg} := \text{if} \left[c_{min} < .4 \cdot h'_{ef}, \left(1 + \frac{\min(6 \cdot c_{min}, \text{spacing}_x, \text{spacing}_y)}{6 \cdot c_{min}} \right) \cdot N_{sb}, N_{pn} \right]$$

$$N_{sbg} = 37.216 \cdot k$$

D5.4.2 - EQ D-17

$$\phi N_{sbg} := \text{if}(R = 1, .75 \cdot \phi \cdot N_{sbg}, \phi \cdot N_{sbg})$$

$$\phi N_{sbg} = 20.934 \cdot k$$

$$\text{codecheck} := \text{if}(|U_{pmax}| \leq \phi N_{sbg}, \text{"OK"}, \text{"NOT OK"})$$

codecheck = "OK"

CONCRETE BREAKOUT STRENGTH OF FASTENER IN SHEAR (D6.2)

$$c_{a1x} := \text{if}(RW = 1, c_{minx} + \text{spacing}_x, c_{minx})$$

$$c_{a1x} = 5.25 \cdot \text{in}$$

$$c_{a1y} := \text{if}(RW = 1, c_{miny} + \text{spacing}_y, c_{miny})$$

$$c_{a1y} = 7.5 \cdot \text{in}$$

$$c_{a2x} := \min(c_{miny}, 1.5 \cdot c_{a1x})$$

$$c_{a2x} = 7.5 \cdot \text{in}$$

$$c_{a2y} := \min(c_{minx}, 1.5 \cdot c_{a1y})$$

$$c_{a2y} = 5.25 \cdot \text{in}$$

$$c_{a3x} := \text{if}(P = 1, c_{a2x}, 1.5 \cdot c_{a1x})$$

$$c_{a3x} = 7.5 \cdot \text{in}$$

$$c_{a3y} := \text{if}(P = 1, c_{a2y}, 1.5 \cdot c_{a1y})$$

$$c_{a3y} = 5.25 \cdot \text{in}$$

$$h_x := \min(h, 1.5 \cdot c_{a1x})$$

$$h_x = 7.875 \cdot \text{in}$$

$$h_y := \min(h, 1.5 \cdot c_{a1y})$$

$$h_y = 11.25 \cdot \text{in}$$

D6.2.2 - EQ D-32

$$\text{spacing}_x = 5.5 \cdot \text{in}$$

$$\text{spacing}_y = 5 \cdot \text{in}$$

$$A_{vcx} := 4.5 \cdot c_{a1x}^2$$

$$A_{vcx} = 124 \cdot \text{in}^2$$

$$A_{vcy} := 4.5 \cdot c_{a1y}^2$$

$$A_{vcy} = 253.1 \cdot \text{in}^2$$

$$A_{vcx} := \text{if}[RW = 1, 2 \cdot (1.5 \cdot c_{a1x}) + \min(3 \cdot c_{a1x}, s_x), 2(1.5 \cdot c_{a1x})] \cdot h_x$$

$$A_{vcy} := \text{if}[RW = 1, 2 \cdot (1.5 \cdot c_{a1y}) + \min(3 \cdot c_{a1y}, s_y), 2(1.5 \cdot c_{a1y})] \cdot h_y$$

fig RD6.2.1

$$A_{vcx} = 124 \cdot \text{in}^2$$

$$A_{vcy} = 253.1 \cdot \text{in}^2$$

$$V_{bx} := \min \left[9 \cdot \sqrt{f_c} \cdot c_{a1x}^{1.5} \cdot \left(\frac{\text{lbf}}{\text{in}} \right)^{.5}, \text{if}(RW = 1, 8, 7) \cdot \left[\left(\frac{\min(h_{ef}, 8 \cdot d_o)}{d_o} \right)^2 \cdot \sqrt{d_o} \cdot \sqrt{f_c} \cdot c_{a1x}^{1.5} \right] \cdot \left(\frac{\text{lbf} \cdot \text{in}^5}{\text{in}} \right) \right]$$

$$V_{bx} = 6.847 \cdot k$$

D6.2.2, 3 - EQ D-33, 34, 35

$$V_{by} := \min \left[9 \cdot \sqrt{f_c} \cdot c_{a1y}^{1.5} \cdot \left(\frac{\text{lbf}}{\text{in}} \right)^{.5}, \text{if}(RW = 1, 8, 7) \cdot \left[\left(\frac{\min(h_{ef}, 8 \cdot d_o)}{d_o} \right)^2 \cdot \sqrt{d_o} \cdot \sqrt{f_c} \cdot c_{a1y}^{1.5} \right] \cdot \left(\frac{\text{lbf} \cdot \text{in}^5}{\text{in}} \right) \right]$$

$$V_{by} = 11.691 \cdot k$$

D6.2.2, 3 - EQ D-33, 34, 35

$$\psi_{edvx} := \min \left(1, .7 + .3 \cdot \frac{c_{a2x}}{1.5 \cdot c_{a1x}} \right)$$

$$\psi_{edvx} = 1.0$$

$$\psi_{edvy} := \min \left(1, .7 + .3 \cdot \frac{c_{a2y}}{1.5 \cdot c_{a1y}} \right)$$

$$\psi_{edvy} = 0.84$$

D6.2.6 - EQ D-37,38

$$\psi_{ecv} := 1.0$$

D6.2.5 - EQ D-36

not eccentrically loaded

$$\psi_c = 1.0$$

D6.2.7 - See Above

D6.2.1 - EQ D-31

$$V_{cbgx} := \frac{A_{vcx}}{A_{vcx}} \cdot \psi_{ecv} \cdot \psi_{edvx} \cdot \psi_c \cdot V_{bx}$$

$$V_{cbgx} = 7.633 \cdot k$$

$$V_{cbgy} := \frac{A_{vcy}}{A_{vcy}} \cdot \psi_{ecv} \cdot \psi_{edvy} \cdot \psi_c \cdot V_{by}$$

$$V_{cbgy} = 11.524 \cdot k$$

$$\phi V_{cbgx} := \phi \cdot V_{cbgx}$$

$$\phi V_{cbgx} = 5.725 \cdot k$$

$$\phi V_{cbgy} := \phi \cdot V_{cbgy}$$

$$\phi V_{cbgy} = 8.643 \cdot k$$

$$\text{codecheckX} := \text{if}(U_{vmax} \leq \phi V_{cbgx}, \text{"OK"}, \text{"NOT OK"})$$

$$\text{codecheckY} := \text{if}(U_{vmax} \leq \phi V_{cbgy}, \text{"OK"}, \text{"NOT OK"})$$

codecheckX = "OK"

codecheckY = "OK"

CONCRETE PRYOUT STRENGTH OF FASTENER IN SHEAR (D6.3)

$$k_{cp} := \text{if}(h_{ef} < 2.5\text{in}, 1, 2)$$

$$k_{cp} = 2$$

$$N_{cbg} = 21.964 \cdot k$$

$$V_{cp} := k_{cp} \cdot N_{cbg}$$

$$V_{cp} = 43.927 \cdot k$$

D6.3.1 - EQ D-41

$$\phi V_{cp} := \phi \cdot V_{cp}$$

$$\phi V_{cp} = 32.946 \cdot k$$

$$\text{codecheck} := \text{if}(U_{vmax} \leq \phi V_{cp}, \text{"OK"}, \text{"NOT OK"})$$

codecheck = "OK"

COMBINATION OF TENSILE AND SHEAR FORCES

$$\phi N_n := \min(\phi N_s, \phi N_{cbg}, \phi N_{pn}, \phi N_{sbg})$$

$$\phi N_n = 12.355 \cdot k$$

$$\phi V_n := \min(\phi V_s, \phi V_{cbgx}, \phi V_{cbgy}, \phi V_{cp})$$

$$\phi V_n = 5.725 \cdot k$$

$$\text{SOLUTION1} := \text{if}(U_{vmax} \leq .2 \cdot \phi V_n, \text{"FULL TENSION ALLOWED"}, \text{"COMBINATION REQUIRED"})$$

$$\text{SOLUTION1} = \text{"COMBINATION REQUIRED"}$$

$$\text{SOLUTION2} := \text{if}(|U_{pmax}| \leq .2 \cdot \phi N_n, \text{"FULL SHEAR ALLOWED"}, \text{"COMBINATION REQUIRED"})$$

$$\text{SOLUTION2} = \text{"COMBINATION REQUIRED"}$$

COMBINATION

$$\text{Check} := \frac{|U_{pmax}|}{\phi N_n} + \frac{U_{vmax}}{\phi V_n} = 0.796$$

D7.3 - EQ D-42

$$\text{codecheck} := \text{if}(\text{Check} \leq 1.2, \text{"OK"}, \text{"NOT OK"})$$

codecheck = "OK"

CAST IN PLACE "HEADED" ANCHOR BOLT DESIGN

Columns - WH-5 (residence)

GENERAL INFORMATION - DATA ENTRY

NUMBER OF ANCHORS IN BASE PLATE $n := 4$

BOLT TYPE - F1554 (GRADE 36) ULTIMATE TENSILE STRENGTH $f_{ut} := 60000\text{psi}$

BOLT DIAMETER $d_o := 0.75\text{in}$

BOLT EMBEDMENT LENGTH $h_{ef} := 12.5\text{in}$

NUMBER OF THREADS PER INCH $n_t := 10$

BEARING AREA OF HEAD $A_b := 0.654\text{in}^2$

DEPTH OF SLAB/PIER $h := 24\text{in}$

EDGE DISTANCES/SPACING

$c_{minx} := 4.75\text{in}$ $spacing_x := 5.5\text{in}$

$c_{miny} := 7.5\text{in}$ $spacing_y := 5\text{in}$

PIER/4EDGES (1=yes, 2=no)

$P := 1$ $h_{ef} := h_{ef} - 6\text{in}$

$h_{ef} = 6.5\text{in}$

RIGIDLY WELDED (1=yes, 2=no)

$RW := 2$

CONCRETE STRENGTH

$f_c := 4000\text{psi}$

REBAR SIZE @ ANCHOR & EDGE OF CONC (<#4BAR, $\psi=1$; >#4BAR, $\psi=1.2$ &w/stirup space<=4" $\psi=1.4$) - (D6.2.7)

MODERATE OR HIGH SEISMIC RISK (1=yes, 2=no) (D3.3.4.4)

$R := 2$

$\psi_c := 1.0$

Hef BETWEEN OR EQUAL TO 11 IN AND 25 (1=yes, 2=no)

$EF := \text{if}(11\text{in} < h_{ef} \leq 25\text{in}, 1, 2)$

$EF = 2$

LOAD SUMMARY

SHEAR - UNFACTORED LOADS IN MOST CONSERVATIVE DIRECTION PER COLUMN

$V_d := 0.57\text{k}$

$V_l := 1.46\text{k}$

$V_w := 4.78\text{k}$

$V_{seis} := 0.34\text{k}$

TENSION - UNFACTORED LOADS PER COLUMN- UPLIFT MUST BE A NEGATIVE VALUE - (D3.2)

$P_d := 11.18\text{k}$

$P_l := 40.71\text{k}$

$P_w := -15.77\text{k}$

$P_{seis} := -0.76\text{k}$

SHEAR - FACTORED PER BOLT - (D3.2)

$$U_{v1} := \frac{(1.2 \cdot V_d + 1.6 \cdot V_l)}{n}$$

$U_{v1} = 0.755 \cdot \text{k}$

$$U_{v2} := \frac{(1.2 \cdot V_d + 0.5 \cdot V_l + 1.0 \cdot V_w)}{n}$$

$U_{v2} = 1.548 \cdot \text{k}$

$$U_{v3} := \frac{(0.9 \cdot V_d + 1.0 \cdot V_w)}{n}$$

$U_{v3} = 1.323 \cdot \text{k}$

$$U_{v4} := \frac{(1.2 \cdot V_d + 1.0 \cdot V_{seis} + 0.5 \cdot V_l)}{n}$$

$U_{v4} = 0.438 \cdot \text{k}$

$$U_{v5} := \frac{(0.9 \cdot V_d + 1.0 \cdot V_{seis})}{n}$$

$U_{v5} = 0.213 \cdot \text{k}$

$$U_{vmax} := \max(U_{v1}, U_{v2}, U_{v3}, U_{v4}, U_{v5})$$

$U_{vmax} = 1.548 \cdot \text{k}$

TENSION - FACTORED PER BOLT - (D3.2)

$$U_{p1} := \frac{(1.2 \cdot P_d + 1.6 \cdot P_l)}{n}$$

$U_{p1} = 19.638 \cdot \text{k}$

$$U_{p2} := \frac{(1.2 \cdot P_d + 0.5 \cdot P_l + 1.0 \cdot P_w)}{n}$$

$U_{p2} = 4.5 \cdot \text{k}$

$$U_{p3} := \frac{(0.9 \cdot P_d + 1.0 \cdot P_w)}{n}$$

$U_{p3} = -1.427 \cdot \text{k}$

$$U_{p4} := \frac{(1.2 \cdot P_d + 1.0 \cdot P_{seis} + 0.5 \cdot P_l)}{n}$$

$U_{p4} = 8.253 \cdot \text{k}$

$$U_{p5} := \frac{(0.9 \cdot P_d + 1.0 \cdot P_{seis})}{n}$$

$U_{p5} = 2.325 \cdot \text{k}$

$$U_{pmax} := \min(U_{p1}, U_{p2}, U_{p3}, U_{p4}, U_{p5}, 0\text{k})$$

$U_{pmax} = -1.427 \cdot \text{k}$

STEEL STRENGTH OF FASTENER

$$A_{se} := \frac{\pi}{4} \cdot \left(d_o - \frac{.9743 \text{ in}}{n_t} \right)^2 \quad A_{se} = 0.334 \cdot \text{in}^2$$

Tension - (D5.1 - EQ D-2)

D5.2.1

$$\begin{aligned} \phi_t &:= .75 & N_s &:= n \cdot A_{se} \cdot f_{ut} & N_s &= 80.27 \cdot \text{k} \\ \phi N_s &:= \phi_t \cdot N_s & \phi N_s &= 60.203 \cdot \text{k} \\ \text{codecheck} &:= \text{if}(|U_{pmax}| \leq \phi N_s, \text{"OK"}, \text{"NOT OK"}) \end{aligned}$$

codecheck = "OK"

Shear - (D6.1 - EQ D-29)

$$\begin{aligned} \phi_s &:= .65 & V_s &:= n \cdot (0.6) A_{se} \cdot f_{ut} & V_s &= 48.162 \cdot \text{k} \\ \phi V_s &:= \phi_s \cdot V_s & \phi V_s &= 31.305 \cdot \text{k} \\ \text{codecheck} &:= \text{if}(U_{vmax} \leq \phi V_s, \text{"OK"}, \text{"NOT OK"}) \end{aligned}$$

codecheck = "OK"

CONCRETE BREAKOUT STRENGTH OF FASTENERS IN TENSION (D5.2)

$$\begin{aligned} c_{max} &:= \max(c_{minx}, c_{miny}) & c_{max} &= 7.5 \cdot \text{in} & \phi &:= .75 \\ c_{min} &:= \min(c_{minx}, c_{miny}) & c_{min} &= 4.75 \cdot \text{in} \\ h'_{ef} &:= \text{if}\left(c_{max} \leq 1.5 \cdot h_{ef}, \frac{c_{max}}{1.5}, h_{ef}\right) & h'_{ef} &:= \text{if}(P = 1, h'_{ef}, h_{ef}) & h'_{ef} &= 5 \cdot \text{in} \\ c_{minx} &:= \min(c_{minx}, 1.5 \cdot h_{ef}) & c_{minx} &= 4.75 \cdot \text{in} & s_x &:= \min(\text{spacing}_x, 3 \cdot h_{ef}) & s_x &= 5.5 \cdot \text{in} \\ c_{miny} &:= \min(c_{miny}, 1.5 \cdot h_{ef}) & c_{miny} &= 7.5 \cdot \text{in} & s_y &:= \min(\text{spacing}_y, 3 \cdot h_{ef}) & s_y &= 5 \cdot \text{in} \\ A_{nc} &:= \text{if}\left[P = 2, (1.5 \cdot h_{ef} + s_x + c_{minx}) \cdot (1.5 \cdot h_{ef} + s_y + c_{miny}), (s_x + 2 \cdot c_{minx}) \cdot (s_y + 2 \cdot c_{miny})\right] & A_{nc} &= 300 \cdot \text{in}^2 & \text{fig RD5.2.1} \\ A_{nco} &:= 9 \cdot h'_{ef}{}^2 & A_{nco} &= 225 \cdot \text{in}^2 \\ A_{nc} &:= \min(A_{nc}, n \cdot A_{nco}) & A_{nc} &= 300 \cdot \text{in}^2 \\ k_1 &:= 24 \text{ in}^{-.5} \cdot 11 \text{ bf}^{.5} & k_{ef} &:= 16 \text{ in}^{-.67} \cdot 11 \text{ bf}^{.5} \\ N_b &:= k_1 \cdot \sqrt{f_c} \cdot h'_{ef}{}^{1.5} & N_b &= 16.971 \cdot \text{k} & \text{D5.2.2 - EQ D-6} \\ EFN_b &:= k_{ef} \cdot \sqrt{f_c} \cdot h'_{ef}{}^{1.67} & EFN_b &= 14.874 \cdot \text{k} & \text{D5.2.2 - EQ D-7} \\ N_b &:= \text{if}(EF = 1, \min(N_b, EFN_b), N_b) & N_b &= 16.971 \cdot \text{k} \\ \psi_{ec} &:= 1.0 & \psi_{ec} &:= 1.0 & \text{D5.2.4 - EQ D-8} \\ & & & & \text{not eccentrically loaded} \\ \psi_{ed} &:= \text{if}\left(c_{min} \geq 1.5 \cdot h'_{ef}, 1, 0.7 + 0.3 \cdot \frac{c_{min}}{1.5 \cdot h'_{ef}}\right) & \psi_{ed} &= 0.89 & \text{D5.2.5 - EQ D-10} \\ \psi_{cn} &:= 1.0 & \psi_{cn} &:= 1.0 & \text{D5.2.6 - assumed cracking} \\ N_{cbg} &:= \frac{A_{nc}}{A_{nco}} \cdot \psi_{ec} \cdot \psi_{ed} \cdot \psi_{cn} \cdot N_b & N_{cbg} &= 20.138 \cdot \text{k} & \text{for a group of fasteners} \\ & & & & \text{D5.2.1 - EQ D-4} \\ \phi N_{cbg} &:= \text{if}(R = 1, .75 \cdot \phi \cdot N_{cbg}, \phi \cdot N_{cbg}) & \phi N_{cbg} &= 15.104 \cdot \text{k} \\ \text{codecheck} &:= \text{if}(|U_{pmax}| \leq \phi N_{cbg}, \text{"OK"}, \text{"NOT OK"}) \end{aligned}$$

codecheck = "OK"

PULL OUT STRENGTH OF FASTENER IN TENSION (D5.3)

$$\psi_{cp} := 1.0$$

D5.3.6 - assumed cracking

$$N_{pn} := \psi_{cp} \cdot 8 \cdot f_c \cdot A_b$$

$$N_{pn} = 20.928 \cdot k$$

D5.3.1 - EQ D-13

$$\phi N_{pn} := \text{if}(R = 1, .75 \cdot \phi \cdot N_{pn}, \phi \cdot N_{pn})$$

$$\phi N_{pn} = 15.696 \cdot k$$

$$\text{codecheck} := \text{if}(|U_{pmax}| \leq \phi N_{pn}, \text{"OK"}, \text{"NOT OK"})$$

codecheck = "OK"

CONCRETE SIDE FACE BLOW OUT STRENGTH OF FASTENERS IN TENSION (D5.4)

$$N_{sb} := 160 \cdot \left(\frac{\text{lbf} \cdot \text{in}^5}{\text{in}} \right) \cdot c_{min} \cdot \sqrt{A_b} \cdot \sqrt{f_c}$$

$$N_{sb} = 38.872 \cdot k$$

D5.4.1 - EQ D-16

$$N_{sbg} := \text{if} \left[c_{min} < .4 \cdot h'_{ef}, \left(1 + \frac{\min(6 \cdot c_{min}, \text{spacing}_x, \text{spacing}_y)}{6 \cdot c_{min}} \right) \cdot N_{sb}, N_{pn} \right]$$

$$N_{sbg} = 20.928 \cdot k$$

D5.4.2 - EQ D-17

$$\phi N_{sbg} := \text{if}(R = 1, .75 \cdot \phi \cdot N_{sbg}, \phi \cdot N_{sbg})$$

$$\phi N_{sbg} = 15.696 \cdot k$$

$$\text{codecheck} := \text{if}(|U_{pmax}| \leq \phi N_{sbg}, \text{"OK"}, \text{"NOT OK"})$$

codecheck = "OK"

CONCRETE BREAKOUT STRENGTH OF FASTENER IN SHEAR (D6.2)

$$c_{a1x} := \text{if}(RW = 1, c_{minx} + \text{spacing}_x, c_{minx})$$

$$c_{a1x} = 4.75 \cdot \text{in}$$

$$c_{a1y} := \text{if}(RW = 1, c_{miny} + \text{spacing}_y, c_{miny})$$

$$c_{a1y} = 7.5 \cdot \text{in}$$

$$c_{a2x} := \min(c_{miny}, 1.5 \cdot c_{a1x})$$

$$c_{a2x} = 7.125 \cdot \text{in}$$

$$c_{a2y} := \min(c_{minx}, 1.5 \cdot c_{a1y})$$

$$c_{a2y} = 4.75 \cdot \text{in}$$

$$c_{a3x} := \text{if}(P = 1, c_{a2x}, 1.5 \cdot c_{a1x})$$

$$c_{a3x} = 7.125 \cdot \text{in}$$

$$c_{a3y} := \text{if}(P = 1, c_{a2y}, 1.5 \cdot c_{a1y})$$

$$c_{a3y} = 4.75 \cdot \text{in}$$

$$h_x := \min(h, 1.5 \cdot c_{a1x})$$

$$h_x = 7.125 \cdot \text{in}$$

$$h_y := \min(h, 1.5 \cdot c_{a1y})$$

$$h_y = 11.25 \cdot \text{in}$$

D6.2.2 - EQ D-32

$$\text{spacing}_x = 5.5 \cdot \text{in}$$

$$\text{spacing}_y = 5 \cdot \text{in}$$

$$A_{vcx} := 4.5 \cdot c_{a1x}^2$$

$$A_{vcx} = 101.5 \cdot \text{in}^2$$

$$A_{vcy} := 4.5 \cdot c_{a1y}^2$$

$$A_{vcy} = 253.1 \cdot \text{in}^2$$

$$A_{vcx} := \text{if}[RW = 1, 2 \cdot (1.5 \cdot c_{a1x}) + \min(3 \cdot c_{a1x}, s_x), 2(1.5 \cdot c_{a1x})] \cdot h_x$$

$$A_{vcy} := \text{if}[RW = 1, 2 \cdot (1.5 \cdot c_{a1y}) + \min(3 \cdot c_{a1y}, s_y), 2(1.5 \cdot c_{a1y})] \cdot h_y$$

fig RD6.2.1

$$A_{vcx} = 101.5 \cdot \text{in}^2$$

$$A_{vcy} = 253.1 \cdot \text{in}^2$$

$$V_{bx} := \min \left[9 \cdot \sqrt{f_c} \cdot c_{a1x}^{1.5} \cdot \left(\frac{\text{lbf}}{\text{in}} \right)^{.5}, \text{if}(RW = 1, 8, 7) \cdot \left[\left(\frac{\min(h_{ef}, 8 \cdot d_o)}{d_o} \right)^2 \cdot \sqrt{d_o} \cdot \sqrt{f_c} \cdot c_{a1x}^{1.5} \right] \cdot \left(\frac{\text{lbf} \cdot \text{in}^5}{\text{in}} \right) \right]$$

$$V_{bx} = 5.893 \cdot k$$

D6.2.2, 3 - EQ D-33, 34, 35

$$V_{by} := \min \left[9 \cdot \sqrt{f_c} \cdot c_{a1y}^{1.5} \cdot \left(\frac{\text{lbf}}{\text{in}} \right)^{.5}, \text{if}(RW = 1, 8, 7) \cdot \left[\left(\frac{\min(h_{ef}, 8 \cdot d_o)}{d_o} \right)^2 \cdot \sqrt{d_o} \cdot \sqrt{f_c} \cdot c_{a1y}^{1.5} \right] \cdot \left(\frac{\text{lbf} \cdot \text{in}^5}{\text{in}} \right) \right]$$

$$V_{by} = 11.691 \cdot k$$

D6.2.2, 3 - EQ D-33, 34, 35

$$\psi_{edvx} := \min \left(1, .7 + .3 \cdot \frac{c_{a2x}}{1.5 \cdot c_{a1x}} \right)$$

$$\psi_{edvx} = 1.0$$

$$\psi_{edvy} := \min \left(1, .7 + .3 \cdot \frac{c_{a2y}}{1.5 \cdot c_{a1y}} \right)$$

$$\psi_{edvy} = 0.83$$

D6.2.6 - EQ D-37,38

$$\psi_{ecv} := 1.0$$

D6.2.5 - EQ D-36

not eccentrically loaded

$$\psi_c = 1.0$$

D6.2.7 - See Above

D6.2.1 - EQ D-31

$$V_{cbgx} := \frac{A_{vcx}}{A_{vcx}} \cdot \psi_{ecv} \cdot \psi_{edvx} \cdot \psi_c \cdot V_{bx}$$

$$V_{cbgx} = 6.016 \cdot k$$

$$V_{cbgy} := \frac{A_{vcy}}{A_{vcy}} \cdot \psi_{ecv} \cdot \psi_{edvy} \cdot \psi_c \cdot V_{by}$$

$$V_{cbgy} = 11.691 \cdot k$$

$$\phi V_{cbgx} := \phi \cdot V_{cbgx}$$

$$\phi V_{cbgx} = 4.512 \cdot k$$

$$\phi V_{cbgy} := \phi \cdot V_{cbgy}$$

$$\phi V_{cbgy} = 8.769 \cdot k$$

$$\text{codecheckX} := \text{if}(U_{vmax} \leq \phi V_{cbgx}, \text{"OK"}, \text{"NOT OK"})$$

$$\text{codecheckY} := \text{if}(U_{vmax} \leq \phi V_{cbgy}, \text{"OK"}, \text{"NOT OK"})$$

codecheckX = "OK"

codecheckY = "OK"

CONCRETE PRYOUT STRENGTH OF FASTENER IN SHEAR (D6.3)

$$k_{cp} := \text{if}(h_{ef} < 2.5\text{in}, 1, 2)$$

$$k_{cp} = 2$$

$$N_{cbg} = 20.138 \cdot k$$

$$V_{cp} := k_{cp} \cdot N_{cbg}$$

$$V_{cp} = 40.277 \cdot k$$

D6.3.1 - EQ D-41

$$\phi V_{cp} := \phi \cdot V_{cp}$$

$$\phi V_{cp} = 30.208 \cdot k$$

$$\text{codecheck} := \text{if}(U_{vmax} \leq \phi V_{cp}, \text{"OK"}, \text{"NOT OK"})$$

codecheck = "OK"

COMBINATION OF TENSILE AND SHEAR FORCES

$$\phi N_n := \min(\phi N_s, \phi N_{cbg}, \phi N_{pn}, \phi N_{sbg})$$

$$\phi N_n = 15.104 \cdot k$$

$$\phi V_n := \min(\phi V_s, \phi V_{cbgx}, \phi V_{cbgy}, \phi V_{cp})$$

$$\phi V_n = 4.512 \cdot k$$

$$\text{SOLUTION1} := \text{if}(U_{vmax} \leq .2 \cdot \phi V_n, \text{"FULL TENSION ALLOWED"}, \text{"COMBINATION REQUIRED"})$$

$$\text{SOLUTION1} = \text{"COMBINATION REQUIRED"}$$

$$\text{SOLUTION2} := \text{if}(|U_{pmax}| \leq .2 \cdot \phi N_n, \text{"FULL SHEAR ALLOWED"}, \text{"COMBINATION REQUIRED"})$$

$$\text{SOLUTION2} = \text{"FULL SHEAR ALLOWED"}$$

COMBINATION

$$\text{Check} := \frac{|U_{pmax}|}{\phi N_n} + \frac{U_{vmax}}{\phi V_n} = 0.438$$

D7.3 - EQ D-42

$$\text{codecheck} := \text{if}(\text{Check} \leq 1.2, \text{"OK"}, \text{"NOT OK"})$$

codecheck = "OK"

CAST IN PLACE "HEADED" ANCHOR BOLT DESIGN

Columns - WH-5 (residence flat to gable)

GENERAL INFORMATION - DATA ENTRY

NUMBER OF ANCHORS IN BASE PLATE $n := 4$

BOLT TYPE - F1554 (GRADE 36) ULTIMATE TENSILE STRENGTH $f_{ut} := 60000\text{psi}$

BOLT DIAMETER $d_o := 0.75\text{in}$

BOLT EMBEDMENT LENGTH $h_{ef} := 12.5\text{in}$

NUMBER OF THREADS PER INCH $n_t := 10$

BEARING AREA OF HEAD $A_b := 0.654\text{in}^2$

DEPTH OF SLAB/PIER $h := 24\text{in}$

EDGE DISTANCES/SPACING

$c_{minx} := 4.75\text{in}$ $spacing_x := 5.5\text{in}$

$c_{miny} := 7.5\text{in}$ $spacing_y := 5\text{in}$

PIER/4EDGES (1=yes, 2=no)

$P := 1$ $h_{ef} := h_{ef} - 6\text{in}$

$h_{ef} = 6.5\text{in}$

RIGIDLY WELDED (1=yes, 2=no)

$RW := 2$

CONCRETE STRENGTH

$f_c := 4000\text{psi}$

REBAR SIZE @ ANCHOR & EDGE OF CONC (<#4BAR, $\psi=1$; >#4BAR, $\psi=1.2$ &w/stirup space<=4" $\psi=1.4$) - (D6.2.7)

MODERATE OR HIGH SEISMIC RISK (1=yes, 2=no) (D3.3.4.4)

$R := 2$

$\psi_c := 1.0$

Hef BETWEEN OR EQUAL TO 11 IN AND 25 (1=yes, 2=no)

$EF := \text{if}(11\text{in} < h_{ef} \leq 25\text{in}, 1, 2)$

$EF = 2$

LOAD SUMMARY

SHEAR - UNFACTORED LOADS IN MOST CONSERVATIVE DIRECTION PER COLUMN

$V_d := 0.58\text{k}$

$V_l := 1.5\text{k}$

$V_w := 4.3\text{k}$

$V_{seis} := 0.29\text{k}$

TENSION - UNFACTORED LOADS PER COLUMN- UPLIFT MUST BE A NEGATIVE VALUE - (D3.2)

$P_d := 9.85\text{k}$

$P_l := 34.16\text{k}$

$P_w := -15.78\text{k}$

$P_{seis} := -.63\text{k}$

SHEAR - FACTORED PER BOLT - (D3.2)

$$U_{v1} := \frac{(1.2 \cdot V_d + 1.6 \cdot V_l)}{n}$$

$U_{v1} = 0.774 \cdot \text{k}$

$$U_{v2} := \frac{(1.2 \cdot V_d + 0.5 \cdot V_l + 1.0 \cdot V_w)}{n}$$

$U_{v2} = 1.436 \cdot \text{k}$

$$U_{v3} := \frac{(0.9 \cdot V_d + 1.0 \cdot V_w)}{n}$$

$U_{v3} = 1.205 \cdot \text{k}$

$$U_{v4} := \frac{(1.2 \cdot V_d + 1.0 \cdot V_{seis} + 0.5 \cdot V_l)}{n}$$

$U_{v4} = 0.434 \cdot \text{k}$

$$U_{v5} := \frac{(0.9 \cdot V_d + 1.0 \cdot V_{seis})}{n}$$

$U_{v5} = 0.203 \cdot \text{k}$

$$U_{vmax} := \max(U_{v1}, U_{v2}, U_{v3}, U_{v4}, U_{v5})$$

$U_{vmax} = 1.436 \cdot \text{k}$

TENSION - FACTORED PER BOLT - (D3.2)

$$U_{p1} := \frac{(1.2 \cdot P_d + 1.6 \cdot P_l)}{n}$$

$U_{p1} = 16.619 \cdot \text{k}$

$$U_{p2} := \frac{(1.2 \cdot P_d + 0.5 \cdot P_l + 1.0 \cdot P_w)}{n}$$

$U_{p2} = 3.28 \cdot \text{k}$

$$U_{p3} := \frac{(0.9 \cdot P_d + 1.0 \cdot P_w)}{n}$$

$U_{p3} = -1.729 \cdot \text{k}$

$$U_{p4} := \frac{(1.2 \cdot P_d + 1.0 \cdot P_{seis} + 0.5 \cdot P_l)}{n}$$

$U_{p4} = 7.067 \cdot \text{k}$

$$U_{p5} := \frac{(0.9 \cdot P_d + 1.0 \cdot P_{seis})}{n}$$

$U_{p5} = 2.059 \cdot \text{k}$

$$U_{pmax} := \min(U_{p1}, U_{p2}, U_{p3}, U_{p4}, U_{p5}, 0\text{k})$$

$U_{pmax} = -1.729 \cdot \text{k}$

STEEL STRENGTH OF FASTENER

$$A_{se} := \frac{\pi}{4} \cdot \left(d_o - \frac{.9743 \text{ in}}{n_t} \right)^2 \quad A_{se} = 0.334 \cdot \text{in}^2$$

Tension - (D5.1 - EQ D-2)

D5.2.1

$$\begin{aligned} \phi_t &:= .75 & N_s &:= n \cdot A_{se} \cdot f_{ut} & N_s &= 80.27 \cdot \text{k} \\ \phi N_s &:= \phi_t \cdot N_s & \phi N_s &= 60.203 \cdot \text{k} \\ \text{codecheck} &:= \text{if}(|U_{pmax}| \leq \phi N_s, \text{"OK"}, \text{"NOT OK"}) \end{aligned}$$

codecheck = "OK"

Shear - (D6.1 - EQ D-29)

$$\begin{aligned} \phi_s &:= .65 & V_s &:= n \cdot (0.6) A_{se} \cdot f_{ut} & V_s &= 48.162 \cdot \text{k} \\ \phi V_s &:= \phi_s \cdot V_s & \phi V_s &= 31.305 \cdot \text{k} \\ \text{codecheck} &:= \text{if}(U_{vmax} \leq \phi V_s, \text{"OK"}, \text{"NOT OK"}) \end{aligned}$$

codecheck = "OK"

CONCRETE BREAKOUT STRENGTH OF FASTENERS IN TENSION (D5.2)

$$\begin{aligned} c_{max} &:= \max(c_{minx}, c_{miny}) & c_{max} &= 7.5 \cdot \text{in} & \phi &:= .75 \\ c_{min} &:= \min(c_{minx}, c_{miny}) & c_{min} &= 4.75 \cdot \text{in} \\ h'_{ef} &:= \text{if}\left(c_{max} \leq 1.5 \cdot h_{ef}, \frac{c_{max}}{1.5}, h_{ef}\right) & h'_{ef} &:= \text{if}(P = 1, h'_{ef}, h_{ef}) & h'_{ef} &= 5 \cdot \text{in} \\ c_{minx} &:= \min(c_{minx}, 1.5 \cdot h_{ef}) & c_{minx} &= 4.75 \cdot \text{in} & s_x &:= \min(\text{spacing}_x, 3 \cdot h_{ef}) & s_x &= 5.5 \cdot \text{in} \\ c_{miny} &:= \min(c_{miny}, 1.5 \cdot h_{ef}) & c_{miny} &= 7.5 \cdot \text{in} & s_y &:= \min(\text{spacing}_y, 3 \cdot h_{ef}) & s_y &= 5 \cdot \text{in} \\ A_{nc} &:= \text{if}\left[P = 2, (1.5 \cdot h_{ef} + s_x + c_{minx}) \cdot (1.5 \cdot h_{ef} + s_y + c_{miny}), (s_x + 2 \cdot c_{minx}) \cdot (s_y + 2 \cdot c_{miny})\right] & A_{nc} &= 300 \cdot \text{in}^2 & \text{fig RD5.2.1} \\ A_{nco} &:= 9 \cdot h'_{ef}{}^2 & A_{nco} &= 225 \cdot \text{in}^2 \\ A_{nc} &:= \min(A_{nc}, n \cdot A_{nco}) & A_{nc} &= 300 \cdot \text{in}^2 \\ k_1 &:= 24 \text{ in}^{-.5} \cdot 11 \text{ bf}^{.5} & k_{ef} &:= 16 \text{ in}^{-.67} \cdot 11 \text{ bf}^{.5} \\ N_b &:= k_1 \cdot \sqrt{f_c} \cdot h'_{ef}{}^{1.5} & N_b &= 16.971 \cdot \text{k} & \text{D5.2.2 - EQ D-6} \\ EFN_b &:= k_{ef} \cdot \sqrt{f_c} \cdot h'_{ef}{}^{1.67} & EFN_b &= 14.874 \cdot \text{k} & \text{D5.2.2 - EQ D-7} \\ N_b &:= \text{if}(EF = 1, \min(N_b, EFN_b), N_b) & N_b &= 16.971 \cdot \text{k} \\ \psi_{ec} &:= 1.0 & \psi_{ec} &:= 1.0 & \text{D5.2.4 - EQ D-8} \\ & & & & \text{not eccentrically loaded} \\ \psi_{ed} &:= \text{if}\left(c_{min} \geq 1.5 \cdot h'_{ef}, 1, 0.7 + 0.3 \cdot \frac{c_{min}}{1.5 \cdot h'_{ef}}\right) & \psi_{ed} &= 0.89 & \text{D5.2.5 - EQ D-10} \\ \psi_{cn} &:= 1.0 & \psi_{cn} &:= 1.0 & \text{D5.2.6 - assumed cracking} \\ N_{cbg} &:= \frac{A_{nc}}{A_{nco}} \cdot \psi_{ec} \cdot \psi_{ed} \cdot \psi_{cn} \cdot N_b & N_{cbg} &= 20.138 \cdot \text{k} & \text{for a group of fasteners} \\ & & & & \text{D5.2.1 - EQ D-4} \\ \phi N_{cbg} &:= \text{if}(R = 1, .75 \cdot \phi \cdot N_{cbg}, \phi \cdot N_{cbg}) & \phi N_{cbg} &= 15.104 \cdot \text{k} \\ \text{codecheck} &:= \text{if}(|U_{pmax}| \leq \phi N_{cbg}, \text{"OK"}, \text{"NOT OK"}) \end{aligned}$$

codecheck = "OK"

PULL OUT STRENGTH OF FASTENER IN TENSION (D5.3)

$$\psi_{cp} := 1.0$$

D5.3.6 - assumed cracking

$$N_{pn} := \psi_{cp} \cdot 8 \cdot f_c \cdot A_b$$

$$N_{pn} = 20.928 \cdot k$$

D5.3.1 - EQ D-13

$$\phi N_{pn} := \text{if}(R = 1, .75 \cdot \phi \cdot N_{pn}, \phi \cdot N_{pn})$$

$$\phi N_{pn} = 15.696 \cdot k$$

$$\text{codecheck} := \text{if}(|U_{pmax}| \leq \phi N_{pn}, \text{"OK"}, \text{"NOT OK"})$$

codecheck = "OK"

CONCRETE SIDE FACE BLOW OUT STRENGTH OF FASTENERS IN TENSION (D5.4)

$$N_{sb} := 160 \cdot \left(\frac{\text{lbf} \cdot \text{in}^5}{\text{in}} \right) \cdot c_{min} \cdot \sqrt{A_b} \cdot \sqrt{f_c}$$

$$N_{sb} = 38.872 \cdot k$$

D5.4.1 - EQ D-16

$$N_{sbg} := \text{if} \left[c_{min} < .4 \cdot h'_{ef}, \left(1 + \frac{\min(6 \cdot c_{min}, \text{spacing}_x, \text{spacing}_y)}{6 \cdot c_{min}} \right) \cdot N_{sb}, N_{pn} \right]$$

$$N_{sbg} = 20.928 \cdot k$$

D5.4.2 - EQ D-17

$$\phi N_{sbg} := \text{if}(R = 1, .75 \cdot \phi \cdot N_{sbg}, \phi \cdot N_{sbg})$$

$$\phi N_{sbg} = 15.696 \cdot k$$

$$\text{codecheck} := \text{if}(|U_{pmax}| \leq \phi N_{sbg}, \text{"OK"}, \text{"NOT OK"})$$

codecheck = "OK"

CONCRETE BREAKOUT STRENGTH OF FASTENER IN SHEAR (D6.2)

$$c_{a1x} := \text{if}(RW = 1, c_{minx} + \text{spacing}_x, c_{minx})$$

$$c_{a1x} = 4.75 \cdot \text{in}$$

$$c_{a1y} := \text{if}(RW = 1, c_{miny} + \text{spacing}_y, c_{miny})$$

$$c_{a1y} = 7.5 \cdot \text{in}$$

$$c_{a2x} := \min(c_{miny}, 1.5 \cdot c_{a1x})$$

$$c_{a2x} = 7.125 \cdot \text{in}$$

$$c_{a2y} := \min(c_{minx}, 1.5 \cdot c_{a1y})$$

$$c_{a2y} = 4.75 \cdot \text{in}$$

$$c_{a3x} := \text{if}(P = 1, c_{a2x}, 1.5 \cdot c_{a1x})$$

$$c_{a3x} = 7.125 \cdot \text{in}$$

$$c_{a3y} := \text{if}(P = 1, c_{a2y}, 1.5 \cdot c_{a1y})$$

$$c_{a3y} = 4.75 \cdot \text{in}$$

$$h_x := \min(h, 1.5 \cdot c_{a1x})$$

$$h_x = 7.125 \cdot \text{in}$$

$$h_y := \min(h, 1.5 \cdot c_{a1y})$$

$$h_y = 11.25 \cdot \text{in}$$

D6.2.2 - EQ D-32

$$\text{spacing}_x = 5.5 \cdot \text{in}$$

$$\text{spacing}_y = 5 \cdot \text{in}$$

$$A_{vcx} := 4.5 \cdot c_{a1x}^2$$

$$A_{vcx} = 101.5 \cdot \text{in}^2$$

$$A_{vcy} := 4.5 \cdot c_{a1y}^2$$

$$A_{vcy} = 253.1 \cdot \text{in}^2$$

$$A_{vcx} := \text{if}[RW = 1, 2 \cdot (1.5 \cdot c_{a1x}) + \min(3 \cdot c_{a1x}, s_x), 2(1.5 \cdot c_{a1x})] \cdot h_x$$

$$A_{vcy} := \text{if}[RW = 1, 2 \cdot (1.5 \cdot c_{a1y}) + \min(3 \cdot c_{a1y}, s_y), 2(1.5 \cdot c_{a1y})] \cdot h_y$$

fig RD6.2.1

$$A_{vcx} = 101.5 \cdot \text{in}^2$$

$$A_{vcy} = 253.1 \cdot \text{in}^2$$

$$V_{bx} := \min \left[9 \cdot \sqrt{f_c} \cdot c_{a1x}^{1.5} \cdot \left(\frac{\text{lbf}}{\text{in}} \right)^{.5}, \text{if}(RW = 1, 8, 7) \cdot \left[\left(\frac{\min(h_{ef}, 8 \cdot d_o)}{d_o} \right)^2 \cdot \sqrt{d_o} \cdot \sqrt{f_c} \cdot c_{a1x}^{1.5} \right] \cdot \left(\frac{\text{lbf} \cdot \text{in}^5}{\text{in}} \right) \right]$$

$$V_{bx} = 5.893 \cdot k$$

D6.2.2, 3 - EQ D-33, 34, 35

$$V_{by} := \min \left[9 \cdot \sqrt{f_c} \cdot c_{a1y}^{1.5} \cdot \left(\frac{\text{lbf}}{\text{in}} \right)^{.5}, \text{if}(RW = 1, 8, 7) \cdot \left[\left(\frac{\min(h_{ef}, 8 \cdot d_o)}{d_o} \right)^2 \cdot \sqrt{d_o} \cdot \sqrt{f_c} \cdot c_{a1y}^{1.5} \right] \cdot \left(\frac{\text{lbf} \cdot \text{in}^5}{\text{in}} \right) \right]$$

$$V_{by} = 11.691 \cdot k$$

D6.2.2, 3 - EQ D-33, 34, 35

$$\psi_{edvx} := \min \left(1, .7 + .3 \cdot \frac{c_{a2x}}{1.5 \cdot c_{a1x}} \right)$$

$$\psi_{edvx} = 1.0$$

$$\psi_{edvy} := \min \left(1, .7 + .3 \cdot \frac{c_{a2y}}{1.5 \cdot c_{a1y}} \right)$$

$$\psi_{edvy} = 0.83$$

D6.2.6 - EQ D-37,38

$$\psi_{ecv} := 1.0$$

D6.2.5 - EQ D-36
not eccentrically loaded

$$\psi_c = 1.0$$

D6.2.7 - See Above

D6.2.1 - EQ D-31

$$V_{cbgx} := \frac{A_{vcx}}{A_{vcx}} \cdot \psi_{ecv} \cdot \psi_{edvx} \cdot \psi_c \cdot V_{bx}$$

$$V_{cbgx} = 6.016 \cdot k$$

$$V_{cbgy} := \frac{A_{vcy}}{A_{vcy}} \cdot \psi_{ecv} \cdot \psi_{edvy} \cdot \psi_c \cdot V_{by}$$

$$V_{cbgy} = 11.691 \cdot k$$

$$\phi V_{cbgx} := \phi \cdot V_{cbgx}$$

$$\phi V_{cbgx} = 4.512 \cdot k$$

$$\phi V_{cbgy} := \phi \cdot V_{cbgy}$$

$$\phi V_{cbgy} = 8.769 \cdot k$$

$$\text{codecheckX} := \text{if}(U_{vmax} \leq \phi V_{cbgx}, \text{"OK"}, \text{"NOT OK"})$$

$$\text{codecheckY} := \text{if}(U_{vmax} \leq \phi V_{cbgy}, \text{"OK"}, \text{"NOT OK"})$$

codecheckX = "OK"

codecheckY = "OK"

CONCRETE PRYOUT STRENGTH OF FASTENER IN SHEAR (D6.3)

$$k_{cp} := \text{if}(h_{ef} < 2.5\text{in}, 1, 2)$$

$$k_{cp} = 2$$

$$N_{cbg} = 20.138 \cdot k$$

$$V_{cp} := k_{cp} \cdot N_{cbg}$$

$$V_{cp} = 40.277 \cdot k$$

D6.3.1 - EQ D-41

$$\phi V_{cp} := \phi \cdot V_{cp}$$

$$\phi V_{cp} = 30.208 \cdot k$$

$$\text{codecheck} := \text{if}(U_{vmax} \leq \phi V_{cp}, \text{"OK"}, \text{"NOT OK"})$$

codecheck = "OK"

COMBINATION OF TENSILE AND SHEAR FORCES

$$\phi N_n := \min(\phi N_s, \phi N_{cbg}, \phi N_{pn}, \phi N_{sbg})$$

$$\phi N_n = 15.104 \cdot k$$

$$\phi V_n := \min(\phi V_s, \phi V_{cbgx}, \phi V_{cbgy}, \phi V_{cp})$$

$$\phi V_n = 4.512 \cdot k$$

$$\text{SOLUTION1} := \text{if}(U_{vmax} \leq .2 \cdot \phi V_n, \text{"FULL TENSION ALLOWED"}, \text{"COMBINATION REQUIRED"})$$

$$\text{SOLUTION1} = \text{"COMBINATION REQUIRED"}$$

$$\text{SOLUTION2} := \text{if}(|U_{pmax}| \leq .2 \cdot \phi N_n, \text{"FULL SHEAR ALLOWED"}, \text{"COMBINATION REQUIRED"})$$

$$\text{SOLUTION2} = \text{"FULL SHEAR ALLOWED"}$$

COMBINATION

$$\text{Check} := \frac{|U_{pmax}|}{\phi N_n} + \frac{U_{vmax}}{\phi V_n} = 0.433$$

D7.3 - EQ D-42

$$\text{codecheck} := \text{if}(\text{Check} \leq 1.2, \text{"OK"}, \text{"NOT OK"})$$

codecheck = "OK"

CAST IN PLACE "HEADED" ANCHOR BOLT DESIGN

Columns - WH-5 (residence end)

GENERAL INFORMATION - DATA ENTRY

NUMBER OF ANCHORS IN BASE PLATE $n := 4$

BOLT TYPE - F1554 (GRADE 36) ULTIMATE TENSILE STRENGTH $f_{ut} := 60000\text{psi}$

BOLT DIAMETER $d_o := 0.75\text{in}$

BOLT EMBEDMENT LENGTH $h_{ef} := 12.5\text{in}$

NUMBER OF THREADS PER INCH $n_t := 10$

BEARING AREA OF HEAD $A_b := 0.654\text{in}^2$

DEPTH OF SLAB/PIER $h := 24\text{in}$

EDGE DISTANCES/SPACING

$c_{minx} := 4.75\text{in}$ $spacing_x := 5.5\text{in}$

$c_{miny} := 7.5\text{in}$ $spacing_y := 5\text{in}$

PIER/4EDGES (1=yes, 2=no)

$P := 1$ $h_{ef} := h_{ef} - 6\text{in}$

$h_{ef} = 6.5\text{in}$

RIGIDLY WELDED (1=yes, 2=no)

$RW := 2$

CONCRETE STRENGTH

$f_c := 4000\text{psi}$

REBAR SIZE @ ANCHOR & EDGE OF CONC (<#4BAR, $\psi=1$; >#4BAR, $\psi=1.2$ &w/stirup space<=4" $\psi=1.4$) - (D6.2.7)

MODERATE OR HIGH SEISMIC RISK (1=yes, 2=no) (D3.3.4.4)

$R := 2$

$\psi_c := 1.0$

Hef BETWEEN OR EQUAL TO 11 IN AND 25 (1=yes, 2=no)

$EF := \text{if}(11\text{in} < h_{ef} \leq 25\text{in}, 1, 2)$

$EF = 2$

LOAD SUMMARY

SHEAR - UNFACTORED LOADS IN MOST CONSERVATIVE DIRECTION PER COLUMN

$V_d := 0.4\text{k}$

$V_l := 0.89\text{k}$

$V_w := 2.91\text{k}$

$V_{seis} := 0.13\text{k}$

TENSION - UNFACTORED LOADS PER COLUMN- UPLIFT MUST BE A NEGATIVE VALUE - (D3.2)

$P_d := 5.1\text{k}$

$P_l := 13.86\text{k}$

$P_w := -7.89\text{k}$

$P_{seis} := -0.24\text{k}$

SHEAR - FACTORED PER BOLT - (D3.2)

$$U_{v1} := \frac{(1.2 \cdot V_d + 1.6 \cdot V_l)}{n}$$

$U_{v1} = 0.476\text{·k}$

$$U_{v2} := \frac{(1.2 \cdot V_d + 0.5 \cdot V_l + 1.0 \cdot V_w)}{n}$$

$U_{v2} = 0.959\text{·k}$

$$U_{v3} := \frac{(0.9 \cdot V_d + 1.0 \cdot V_w)}{n}$$

$U_{v3} = 0.818\text{·k}$

$$U_{v4} := \frac{(1.2 \cdot V_d + 1.0 \cdot V_{seis} + 0.5 \cdot V_l)}{n}$$

$U_{v4} = 0.264\text{·k}$

$$U_{v5} := \frac{(0.9 \cdot V_d + 1.0 \cdot V_{seis})}{n}$$

$U_{v5} = 0.123\text{·k}$

$$U_{vmax} := \max(U_{v1}, U_{v2}, U_{v3}, U_{v4}, U_{v5})$$

$U_{vmax} = 0.959\text{·k}$

TENSION - FACTORED PER BOLT - (D3.2)

$$U_{p1} := \frac{(1.2 \cdot P_d + 1.6 \cdot P_l)}{n}$$

$U_{p1} = 7.074\text{·k}$

$$U_{p2} := \frac{(1.2 \cdot P_d + 0.5 \cdot P_l + 1.0 \cdot P_w)}{n}$$

$U_{p2} = 1.29\text{·k}$

$$U_{p3} := \frac{(0.9 \cdot P_d + 1.0 \cdot P_w)}{n}$$

$U_{p3} = -0.825\text{·k}$

$$U_{p4} := \frac{(1.2 \cdot P_d + 1.0 \cdot P_{seis} + 0.5 \cdot P_l)}{n}$$

$U_{p4} = 3.202\text{·k}$

$$U_{p5} := \frac{(0.9 \cdot P_d + 1.0 \cdot P_{seis})}{n}$$

$U_{p5} = 1.087\text{·k}$

$$U_{pmax} := \min(U_{p1}, U_{p2}, U_{p3}, U_{p4}, U_{p5}, 0\text{k})$$

$U_{pmax} = -0.825\text{·k}$

STEEL STRENGTH OF FASTENER

$$A_{se} := \frac{\pi}{4} \cdot \left(d_o - \frac{.9743 \text{ in}}{n_t} \right)^2 \quad A_{se} = 0.334 \cdot \text{in}^2$$

Tension - (D5.1 - EQ D-2)

D5.2.1

$$\begin{aligned} \phi_t &:= .75 & N_s &:= n \cdot A_{se} \cdot f_{ut} & N_s &= 80.27 \cdot \text{k} \\ \phi N_s &:= \phi_t \cdot N_s & \phi N_s &= 60.203 \cdot \text{k} \\ \text{codecheck} &:= \text{if}(|U_{pmax}| \leq \phi N_s, \text{"OK"}, \text{"NOT OK"}) \end{aligned}$$

codecheck = "OK"

Shear - (D6.1 - EQ D-29)

$$\begin{aligned} \phi_s &:= .65 & V_s &:= n \cdot (0.6) A_{se} \cdot f_{ut} & V_s &= 48.162 \cdot \text{k} \\ \phi V_s &:= \phi_s \cdot V_s & \phi V_s &= 31.305 \cdot \text{k} \\ \text{codecheck} &:= \text{if}(U_{vmax} \leq \phi V_s, \text{"OK"}, \text{"NOT OK"}) \end{aligned}$$

codecheck = "OK"

CONCRETE BREAKOUT STRENGTH OF FASTENERS IN TENSION (D5.2)

$$\begin{aligned} c_{max} &:= \max(c_{minx}, c_{miny}) & c_{max} &= 7.5 \cdot \text{in} & \phi &:= .75 \\ c_{min} &:= \min(c_{minx}, c_{miny}) & c_{min} &= 4.75 \cdot \text{in} \\ h'_{ef} &:= \text{if}\left(c_{max} \leq 1.5 \cdot h_{ef}, \frac{c_{max}}{1.5}, h_{ef}\right) & h'_{ef} &:= \text{if}(P = 1, h'_{ef}, h_{ef}) & h'_{ef} &= 5 \cdot \text{in} \\ c_{minx} &:= \min(c_{minx}, 1.5 \cdot h_{ef}) & c_{minx} &= 4.75 \cdot \text{in} & s_x &:= \min(\text{spacing}_x, 3 \cdot h_{ef}) & s_x &= 5.5 \cdot \text{in} \\ c_{miny} &:= \min(c_{miny}, 1.5 \cdot h_{ef}) & c_{miny} &= 7.5 \cdot \text{in} & s_y &:= \min(\text{spacing}_y, 3 \cdot h_{ef}) & s_y &= 5 \cdot \text{in} \\ A_{nc} &:= \text{if}\left[P = 2, (1.5 \cdot h_{ef} + s_x + c_{minx}) \cdot (1.5 \cdot h_{ef} + s_y + c_{miny}), (s_x + 2 \cdot c_{minx}) \cdot (s_y + 2 \cdot c_{miny})\right] & A_{nc} &= 300 \cdot \text{in}^2 & \text{fig RD5.2.1} \\ A_{nco} &:= 9 \cdot h'_{ef}{}^2 & A_{nco} &= 225 \cdot \text{in}^2 \\ A_{nc} &:= \min(A_{nc}, n \cdot A_{nco}) & A_{nc} &= 300 \cdot \text{in}^2 \\ k_1 &:= 24 \text{ in}^{-.5} \cdot 11 \text{ bf}^{.5} & k_{ef} &:= 16 \text{ in}^{-.67} \cdot 11 \text{ bf}^{.5} \\ N_b &:= k_1 \cdot \sqrt{f_c} \cdot h'_{ef}{}^{1.5} & N_b &= 16.971 \cdot \text{k} & \text{D5.2.2 - EQ D-6} \\ EFN_b &:= k_{ef} \cdot \sqrt{f_c} \cdot h'_{ef}{}^{1.67} & EFN_b &= 14.874 \cdot \text{k} & \text{D5.2.2 - EQ D-7} \\ N_b &:= \text{if}(EF = 1, \min(N_b, EFN_b), N_b) & N_b &= 16.971 \cdot \text{k} \\ \psi_{ec} &:= 1.0 & \psi_{ec} &:= 1.0 & \text{D5.2.4 - EQ D-8} \\ & & & & \text{not eccentrically loaded} \\ \psi_{ed} &:= \text{if}\left(c_{min} \geq 1.5 \cdot h'_{ef}, 1, 0.7 + 0.3 \cdot \frac{c_{min}}{1.5 \cdot h'_{ef}}\right) & \psi_{ed} &= 0.89 & \text{D5.2.5 - EQ D-10} \\ \psi_{cn} &:= 1.0 & \psi_{cn} &:= 1.0 & \text{D5.2.6 - assumed cracking} \\ N_{cbg} &:= \frac{A_{nc}}{A_{nco}} \cdot \psi_{ec} \cdot \psi_{ed} \cdot \psi_{cn} \cdot N_b & N_{cbg} &= 20.138 \cdot \text{k} & \text{for a group of fasteners} \\ & & & & \text{D5.2.1 - EQ D-4} \\ \phi N_{cbg} &:= \text{if}(R = 1, .75 \cdot \phi \cdot N_{cbg}, \phi \cdot N_{cbg}) & \phi N_{cbg} &= 15.104 \cdot \text{k} \\ \text{codecheck} &:= \text{if}(|U_{pmax}| \leq \phi N_{cbg}, \text{"OK"}, \text{"NOT OK"}) \end{aligned}$$

codecheck = "OK"

PULL OUT STRENGTH OF FASTENER IN TENSION (D5.3)

$$\psi_{cp} := 1.0$$

D5.3.6 - assumed cracking

$$N_{pn} := \psi_{cp} \cdot 8 \cdot f_c \cdot A_b$$

$$N_{pn} = 20.928 \cdot k$$

D5.3.1 - EQ D-13

$$\phi N_{pn} := \text{if}(R = 1, .75 \cdot \phi \cdot N_{pn}, \phi \cdot N_{pn})$$

$$\phi N_{pn} = 15.696 \cdot k$$

$$\text{codecheck} := \text{if}(|U_{pmax}| \leq \phi N_{pn}, \text{"OK"}, \text{"NOT OK"})$$

codecheck = "OK"

CONCRETE SIDE FACE BLOW OUT STRENGTH OF FASTENERS IN TENSION (D5.4)

$$N_{sb} := 160 \cdot \left(\frac{\text{lbf} \cdot \text{in}^5}{\text{in}} \right) \cdot c_{min} \cdot \sqrt{A_b} \cdot \sqrt{f_c}$$

$$N_{sb} = 38.872 \cdot k$$

D5.4.1 - EQ D-16

$$N_{sbg} := \text{if} \left[c_{min} < .4 \cdot h'_{ef}, \left(1 + \frac{\min(6 \cdot c_{min}, \text{spacing}_x, \text{spacing}_y)}{6 \cdot c_{min}} \right) \cdot N_{sb}, N_{pn} \right]$$

$$N_{sbg} = 20.928 \cdot k$$

D5.4.2 - EQ D-17

$$\phi N_{sbg} := \text{if}(R = 1, .75 \cdot \phi \cdot N_{sbg}, \phi \cdot N_{sbg})$$

$$\phi N_{sbg} = 15.696 \cdot k$$

$$\text{codecheck} := \text{if}(|U_{pmax}| \leq \phi N_{sbg}, \text{"OK"}, \text{"NOT OK"})$$

codecheck = "OK"

CONCRETE BREAKOUT STRENGTH OF FASTENER IN SHEAR (D6.2)

$$c_{a1x} := \text{if}(RW = 1, c_{minx} + \text{spacing}_x, c_{minx})$$

$$c_{a1x} = 4.75 \cdot \text{in}$$

$$c_{a1y} := \text{if}(RW = 1, c_{miny} + \text{spacing}_y, c_{miny})$$

$$c_{a1y} = 7.5 \cdot \text{in}$$

$$c_{a2x} := \min(c_{miny}, 1.5 \cdot c_{a1x})$$

$$c_{a2x} = 7.125 \cdot \text{in}$$

$$c_{a2y} := \min(c_{minx}, 1.5 \cdot c_{a1y})$$

$$c_{a2y} = 4.75 \cdot \text{in}$$

$$c_{a3x} := \text{if}(P = 1, c_{a2x}, 1.5 \cdot c_{a1x})$$

$$c_{a3x} = 7.125 \cdot \text{in}$$

$$c_{a3y} := \text{if}(P = 1, c_{a2y}, 1.5 \cdot c_{a1y})$$

$$c_{a3y} = 4.75 \cdot \text{in}$$

$$h_x := \min(h, 1.5 \cdot c_{a1x})$$

$$h_x = 7.125 \cdot \text{in}$$

$$h_y := \min(h, 1.5 \cdot c_{a1y})$$

$$h_y = 11.25 \cdot \text{in}$$

D6.2.2 - EQ D-32

$$\text{spacing}_x = 5.5 \cdot \text{in}$$

$$\text{spacing}_y = 5 \cdot \text{in}$$

$$A_{vcx} := 4.5 \cdot c_{a1x}^2$$

$$A_{vcx} = 101.5 \cdot \text{in}^2$$

$$A_{vcy} := 4.5 \cdot c_{a1y}^2$$

$$A_{vcy} = 253.1 \cdot \text{in}^2$$

$$A_{vcx} := \text{if}[RW = 1, 2 \cdot (1.5 \cdot c_{a1x}) + \min(3 \cdot c_{a1x}, s_x), 2(1.5 \cdot c_{a1x})] \cdot h_x$$

$$A_{vcy} := \text{if}[RW = 1, 2 \cdot (1.5 \cdot c_{a1y}) + \min(3 \cdot c_{a1y}, s_y), 2(1.5 \cdot c_{a1y})] \cdot h_y$$

fig RD6.2.1

$$A_{vcx} = 101.5 \cdot \text{in}^2$$

$$A_{vcy} = 253.1 \cdot \text{in}^2$$

$$V_{bx} := \min \left[9 \cdot \sqrt{f_c} \cdot c_{a1x}^{1.5} \cdot \left(\frac{\text{lbf}}{\text{in}} \right)^{.5}, \text{if}(RW = 1, 8, 7) \cdot \left[\left(\frac{\min(h_{ef}, 8 \cdot d_o)}{d_o} \right)^2 \cdot \sqrt{d_o} \cdot \sqrt{f_c} \cdot c_{a1x}^{1.5} \right] \cdot \left(\frac{\text{lbf} \cdot \text{in}^5}{\text{in}} \right) \right]$$

$$V_{bx} = 5.893 \cdot k$$

D6.2.2, 3 - EQ D-33, 34, 35

$$V_{by} := \min \left[9 \cdot \sqrt{f_c} \cdot c_{a1y}^{1.5} \cdot \left(\frac{\text{lbf}}{\text{in}} \right)^{.5}, \text{if}(RW = 1, 8, 7) \cdot \left[\left(\frac{\min(h_{ef}, 8 \cdot d_o)}{d_o} \right)^2 \cdot \sqrt{d_o} \cdot \sqrt{f_c} \cdot c_{a1y}^{1.5} \right] \cdot \left(\frac{\text{lbf} \cdot \text{in}^5}{\text{in}} \right) \right]$$

$$V_{by} = 11.691 \cdot k$$

D6.2.2, 3 - EQ D-33, 34, 35

$$\psi_{edvx} := \min \left(1, .7 + .3 \cdot \frac{c_{a2x}}{1.5 \cdot c_{a1x}} \right)$$

$$\psi_{edvx} = 1.0$$

$$\psi_{edvy} := \min \left(1, .7 + .3 \cdot \frac{c_{a2y}}{1.5 \cdot c_{a1y}} \right)$$

$$\psi_{edvy} = 0.83$$

D6.2.6 - EQ D-37,38

$$\psi_{ecv} := 1.0$$

D6.2.5 - EQ D-36

not eccentrically loaded

$$\psi_c = 1.0$$

D6.2.7 - See Above

D6.2.1 - EQ D-31

$$V_{cbgx} := \frac{A_{vcx}}{A_{vcx}} \cdot \psi_{ecv} \cdot \psi_{edvx} \cdot \psi_c \cdot V_{bx}$$

$$V_{cbgx} = 6.016 \cdot k$$

$$V_{cbgy} := \frac{A_{vcy}}{A_{vcy}} \cdot \psi_{ecv} \cdot \psi_{edvy} \cdot \psi_c \cdot V_{by}$$

$$V_{cbgy} = 11.691 \cdot k$$

$$\phi V_{cbgx} := \phi \cdot V_{cbgx}$$

$$\phi V_{cbgx} = 4.512 \cdot k$$

$$\phi V_{cbgy} := \phi \cdot V_{cbgy}$$

$$\phi V_{cbgy} = 8.769 \cdot k$$

$$\text{codecheckX} := \text{if}(U_{vmax} \leq \phi V_{cbgx}, \text{"OK"}, \text{"NOT OK"})$$

$$\text{codecheckY} := \text{if}(U_{vmax} \leq \phi V_{cbgy}, \text{"OK"}, \text{"NOT OK"})$$

codecheckX = "OK"

codecheckY = "OK"

CONCRETE PRYOUT STRENGTH OF FASTENER IN SHEAR (D6.3)

$$k_{cp} := \text{if}(h_{ef} < 2.5\text{in}, 1, 2)$$

$$k_{cp} = 2$$

$$N_{cbg} = 20.138 \cdot k$$

$$V_{cp} := k_{cp} \cdot N_{cbg}$$

$$V_{cp} = 40.277 \cdot k$$

D6.3.1 - EQ D-41

$$\phi V_{cp} := \phi \cdot V_{cp}$$

$$\phi V_{cp} = 30.208 \cdot k$$

$$\text{codecheck} := \text{if}(U_{vmax} \leq \phi V_{cp}, \text{"OK"}, \text{"NOT OK"})$$

codecheck = "OK"

COMBINATION OF TENSILE AND SHEAR FORCES

$$\phi N_n := \min(\phi N_s, \phi N_{cbg}, \phi N_{pn}, \phi N_{sbg})$$

$$\phi N_n = 15.104 \cdot k$$

$$\phi V_n := \min(\phi V_s, \phi V_{cbgx}, \phi V_{cbgy}, \phi V_{cp})$$

$$\phi V_n = 4.512 \cdot k$$

$$\text{SOLUTION1} := \text{if}(U_{vmax} \leq .2 \cdot \phi V_n, \text{"FULL TENSION ALLOWED"}, \text{"COMBINATION REQUIRED"})$$

$$\text{SOLUTION1} = \text{"COMBINATION REQUIRED"}$$

$$\text{SOLUTION2} := \text{if}(|U_{pmax}| \leq .2 \cdot \phi N_n, \text{"FULL SHEAR ALLOWED"}, \text{"COMBINATION REQUIRED"})$$

$$\text{SOLUTION2} = \text{"FULL SHEAR ALLOWED"}$$

COMBINATION

$$\text{Check} := \frac{|U_{pmax}|}{\phi N_n} + \frac{U_{vmax}}{\phi V_n} = 0.267$$

D7.3 - EQ D-42

$$\text{codecheck} := \text{if}(\text{Check} \leq 1.2, \text{"OK"}, \text{"NOT OK"})$$

codecheck = "OK"

PROBLEM TITLE: A1, A2
 JOB LOCATION: PORT ORANGE, FL
 DESIGNER: DWK
 DATE: 01/24/2020

	P (k)	V (k)	
DEAD	14.99	0.48	
LIVE	53.37	1.41	
WIND - D	69.11	17.69	
WIND - U	-102.46		
H			
F			
E	9.02	1.6	

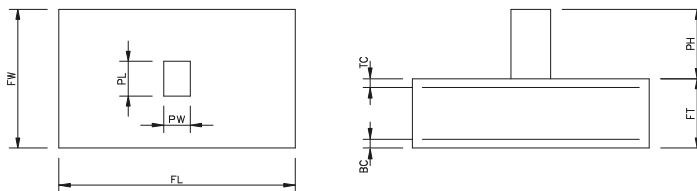
(negative)

SERVICE LOAD COMB.

S = D + .6W
 S = .6D + .6W
 S = D + .75L + .45W
 S = .6D + .7E
 S = D + .75L + .525E
 S = D + L
 S = D + .7E

DESIGN LOAD COMB.

U = 1.4D
 U = 1.2D + 1.6L
 U = 1.2D + .5W
 U = 1.2D + 1.0W + .5L
 U = 1.2D + 1.0E + .5L
 U = .9D + 1.0W
 U = .9D + 1.0E



GROSS SAFE SOIL
 BEARING CAPACITY: 3000 psf

FORCE FOOTING
 TO BE SQUARE (Y/N): N
 JNHOOKED(U) HOOKED(H): U

NOT DESIGNED FOR LIGHTWEIGHT CONCRETE**STEEL**

Fy: 60000 psi
 REBAR TC: 3 in
 REBAR BC: 3 in
 MIN. SPACING BETWEEN REBAR: 6 in

FOOTING

MAX LENGTH(FL): 100 ft
 MIN LENGTH(FL): 20 ft
 MAX WIDTH(FW): 100 ft
 MIN WIDTH(FW): 10.6667 ft
 MAX THICKNESS(FT): 100 ft
 MIN THICKNESS(FT): 2 ft
 DEPTH(D)= FT-BC: 1.75 ft

PEDESTAL

HEIGHT(PH): 2 ft
 LENGTH(PL): 2 ft
 WIDTH(PW): 2 ft
 DOWEL SIZE 8 #
 # OF DOWEL 4

CONCRETE

f'c: 3000 psi
 DENSITY: 150 pcf

SOIL

WGT OF SOIL: 100 pcf

IMPORTANT: MIN FL, FW, AND FT MUST BE GREATER THAN ZERO AT FIRST ENTRY (recommend FT equal to 1 or 1.5)

1. SERVICE LOADS TO SIZE FOOTING

IF SQUARE FOOTING FW & FL = 6 ft
 W/ UPLIFT = 10.25
 FOOTING VOLUME = 426.668 ft³
 ACTUAL SOIL BEARING CAPACITY = 914.0727685 psf

RECT LENGTH = 2.25
 RECT WIDTH = 16

ACT.BEARING VS. ALLOWABLE BEARING: **OK**

2. DESIGN/FACTORED LOAD, Pu

Pu = 263.1168 k UPLIFT Pu = 7.0313 k **OK**

3. NET FACTORED SOIL PRESSURE, p(net) = p(u) = Pu/[FL*FW]

p(net) = p(u) = 1.233356146 ksf

4. ULTIMATE SHEAR, Vu = p(u) * critical area

Vu (ONE-WAY) = 95.37984 k 95,379.84 lb or Vu = 63,723.81 lb Max Vu (ONE-WAY) = 95,379.84
 Vu (TWO-WAY) = 475.9983875 k 475,998.39 lb

5. NOMINAL SHEAR STRENGTH, Vc, W/O SHEAR REINFORCEMENT**A. ONE-WAY SHEAR, Vc = 2*(f'c)^.5*FW*(FT-BC)**

Vc = 294,456.57 lb
 .75*Vc = 220,842.43 lb

B. TWO-WAY SHEAR, $V_c = (2+4/B_c)*(f'_c)^{.5}*b(o)*(FT-BC) \leq 4*(f'_c)^{.5}*b(o)*(FT-BC)$

$$b(o) = 180 \text{ in}$$

$$B_c = 1 \geq 2$$

$$B_c = 2$$

$$V_c = 828,156.51 \text{ lb}$$

$$.75*V_c = 621,117.38 \text{ lb}$$

$$\leq \text{MAX. } V_c \quad 828,156.51 \text{ lb}$$

6. CHECK FOR SHEAR REINFORCING**A. ONE-WAY SHEAR CHECK**

$$.75*V_c = 220,842.43 \text{ lb}$$

$$V_u = 95,379.84 \text{ lb}$$

$$.75*V_c \geq V_u \quad \text{OK}$$

B. TWO-WAY SHEAR CHECK

$$.75*V_c = 621,117.38 \text{ lb}$$

$$V_u = 475,998.39 \text{ lb}$$

$$.75*V_c \geq V_u \quad \text{OK}$$

7. ULTIMATE BENDING MOMENT, $M_u (\text{long}) = (p(\text{net})*FW*b(m)^2)/2$, $M_u (\text{tran}) = (p(\text{net})*FL*b(m)^2)/2$ **A. BOTTOM REINFORCING****1. LONGITUDINAL**

$$b(m) = 9 \text{ ft}$$

$$M_u = 532.81152 \text{ k-ft}$$

2. TRANSVERSE

$$b(m) = 4.33335 \text{ ft}$$

$$M_u = 231.5986578 \text{ k-ft}$$

B. TOP REINFORCING

$$p(\text{net}) = \text{max neg factored load combination}/(FL*FW)$$

1. LONGITUDINAL

$$p(\text{net}) = -0.41704088 \text{ ksf}$$

$$b(m) = 9 \text{ ft}$$

$$M_u = -180.162225 \text{ k-ft}$$

2. TRANSVERSE

$$p(\text{net}) = -0.41704088 \text{ ksf}$$

$$b(m) = 4.33335 \text{ ft}$$

$$M_u = -78.3116129 \text{ k-ft}$$

8. REQUIRED COEFFICIENT OF RESISTANCE, $R_u (\text{long}) = M_u / (.9*FW*(FT-BC)^2)$, $R_u (\text{tran}) = M_u / (.9*FL*(FT-BC)^2)$ **A. BOTTOM REINFORCING****1. LONGITUDINAL**

$$R_u = 125.8526679 \text{ psi}$$

2. TRANSVERSE

$$R_u = 29.1759458 \text{ psi}$$

B. TOP REINFORCING**1. LONGITUDINAL**

$$R_u = 42.55519227 \text{ psi}$$

2. TRANSVERSE

$$R_u = 9.865408526 \text{ psi}$$

9. REINFORCEMENT RATIO, $\text{roe} = .85*f'_c/f_y*[1-(1-2*R_u/.85*f'_c)^{.5}]$ **A. BOTTOM REINFORCING****1. LONGITUDINAL**

$$\text{roe} = 0.00215203 \quad \text{must be } \geq \quad \text{roe (min)} = 0.0018 \quad \text{herefore roe required} = 0.002152$$

2. TRANSVERSE

$$\text{roe} = 0.00048908 \quad \text{must be } \geq \quad \text{roe (min)} = 0.0018 \quad \text{herefore roe required} = 0.0018$$

B. TOP REINFORCING**1. LONGITUDINAL**

$$\text{roe} = 0.000715272 \quad \text{must be } \geq \quad \text{roe (min)} = 0.0018 \quad \text{herefore roe required} = 0.0018$$

2. TRANSVERSE

$$\text{roe} = 0.000164743 \quad \text{must be } \geq \quad \text{roe (min)} = 0.0018 \quad \text{herefore roe required} = 0.0018$$

10. REQUIRED STEEL AREA, $A_{st} (\text{long}) = \text{roe}*(FT-BC)*FW$, $A_{st} (\text{tran}) = \text{roe}*(FT-BC)*FL$ **A. BOTTOM REINFORCING****1. LONGITUDINAL**

$$A_{st} = 5.784673474 \text{ sq in}$$

2. TRANSVERSE

$$A_{st} = 9.072 \text{ sq in}$$

B. TOP REINFORCING**1. LONGITUDINAL**

$$A_{st} = 4.83841512 \text{ sq in}$$

2. TRANSVERSE

$$A_{st} = 9.072 \text{ sq in}$$

11. CHOOSE REINFORCING STEEL**A. BOTTOM REINFORCING****1. LONGITUDINAL**

	<u>REBAR SIZE</u>	<u>QUANTITY</u>	<u>SPACING</u>	<u>AREA</u>
OPTION 1:	#5	19	6.7778	5.833
OPTION 2:	#6	14	9.384646154	6.188

2. TRANSVERSE**INSIDE BAND (BAND WIDTH = FOOTING WIDTH)**

	<u>REBAR SIZE</u>	<u>QUANTITY</u>	<u>SPACING</u>	<u>AREA</u>
OPTION 1:	#5	21	6.30002	6.447
OPTION 2:	#6	15	9.000028571	6.63

OUTSIDE BAND (BAND WIDTH = FOOTING WIDTH)

	<u>REBAR SIZE</u>	<u>QUANTITY</u>	<u>SPACING</u>	<u>AREA</u>
OPTION 1:	#4	15	7.06664	2.94
OPTION 2:	#5	9	11.77773333	2.763

B. TOP REINFORCING**1. LONGITUDINAL**

	<u>REBAR SIZE</u>	<u>QUANTITY</u>	<u>SPACING</u>	<u>AREA</u>
OPTION 1:	#5	16	8.13336	4.912
OPTION 2:	#6	11	12.20004	4.862

2. TRANSVERSE**INSIDE BAND (BAND WIDTH = FOOTING WIDTH)**

	<u>REBAR SIZE</u>	<u>QUANTITY</u>	<u>SPACING</u>	<u>AREA</u>
OPTION 1:	#5	21	6.30002	6.447
OPTION 2:	#6	15	9.000028571	6.63

OUTSIDE BAND (BAND WIDTH = FOOTING WIDTH)

	<u>REBAR SIZE</u>	<u>QUANTITY</u>	<u>SPACING</u>	<u>AREA</u>
OPTION 1:	#4	15	7.06664	2.94
OPTION 2:	#5	9	11.77773333	2.763

12. CHOOSE DOWELS FOR PEDESTAL**A. REQUIRED REINFORCING**

1. $A_{st} = 0.005 \cdot A_c$

$A_{st} = 2.88 \text{ sq in}$

2. $A_{st} = P_u \cdot \text{tension} / (\phi \cdot f_y)$

$A_{st} = 1.744 \text{ sq in}$

$A_{st, \text{required}} = 2.88 \text{ sq in}$

$A_{st, \text{supplied}} = 3.14 \text{ sq in}$

OK**B. UNHOOKED DEVELOPMENT LENGTH**

$\max L_d = ((f_y / (25 \cdot (f'_c)^{.5}))) \cdot d_b, 12 \text{ in}$

$L_d = 54.77 \text{ in}$

$\text{Pedestal } L_d = 22 \text{ in}$

J-HOOK REQ'D IN PEDESTAL**C. HOOKED DEVELOPMENT LENGTH**

$\max L_d = ((0.02 \cdot f_y \cdot d_b \cdot 0.7) / (f'_c)^{.5}), 8 \cdot d_b, 6 \text{ in}$

$L_d = 15.34 \text{ in}$

$\text{Footing } L_d = 21 \text{ in}$

HOOK REQ'D IN FOOTING

PROBLEM TITLE: B1,B2
 JOB LOCATION: PORT ORANGE, FL
 DESIGNER: DWK
 DATE: 03/25/2020

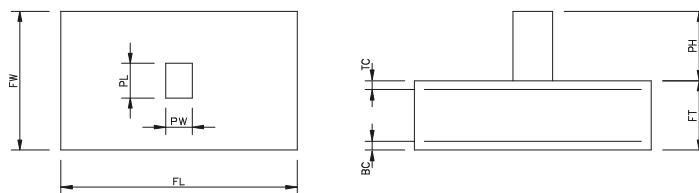
	P (k)	V (k)	
DEAD	14.99	0.48	
LIVE	53.37	1.41	
WIND - D	12.82	9.82	
WIND - U	-28.88		
H			
F			
E	1.84	0.51	

SERVICE LOAD COMB.

S = D + .6W
 S = .6D + .6W
 S = D + .75L + .45W
 S = .6D + .7E
 S = D + .75L + .525E
 S = D + L
 S = D + .7E

DESIGN LOAD COMB.

U = 1.4D
 U = 1.2D + 1.6L
 U = 1.2D + .5W
 U = 1.2D + 1.0W + .5L
 U = 1.2D + 1.0E + .5L
 U = .9D + 1.0W
 U = .9D + 1.0E



GROSS SAFE SOIL
 BEARING CAPACITY: 3000 psf

FORCE FOOTING
 TO BE SQUARE (Y/N): Y
 JNHOOKED(U) HOOKED(H): H

NOT DESIGNED FOR LIGHTWEIGHT CONCRETE**STEEL**

Fy: 60000 psi
 REBAR TC: 3 in
 REBAR BC: 3 in
 MIN. SPACING BETWEEN REBAR: 6 in

FOOTING

MAX LENGTH(FL): 100 ft
 MIN LENGTH(FL): 6.5 ft
 MAX WIDTH(FW): 100 ft
 MIN WIDTH(FW): 6.5 ft
 MAX THICKNESS(FT): 100 ft
 MIN THICKNESS(FT): 1.5 ft
 DEPTH(D)= FT-BC: 1.25 ft

PEDESTAL

HEIGHT(PH): 2 ft
 LENGTH(PL): 1.66666667 ft
 WIDTH(PW): 1.33333333 ft
 DOWEL SIZE 6 #
 # OF DOWEL 4

CONCRETE

f'c: 3000 psi
 DENSITY: 150 pcf

SOIL

WIT WEIGHT OF SOIL: 100 pcf

IMPORTANT: MIN FL, FW, AND FT MUST BE GREATER THAN ZERO AT FIRST ENTRY (recommend FT equal to 1 or 1.5)

1. SERVICE LOADS TO SIZE FOOTING

IF SQUARE FOOTING FW & FL = 5.25 ft
 W/ UPLIFT = 4.5
 FOOTING VOLUME = 63.375 ft³
 ACTUAL SOIL BEARING CAPACITY = 2135.798361 psf

RECT LENGTH = 4.5
 RECT WIDTH = 6.25

ACT.BEARING VS. ALLOWABLE BEARING: **OK**

2. DESIGN/FACTORED LOAD, Pu

Pu = 128.51875 k UPLIFT Pu = 0.771625 k **OK**

3. NET FACTORED SOIL PRESSURE, p(net) = p(u) = Pu/[FL*FW]

p(net) = p(u) = 3.041863905 ksf

4. ULTIMATE SHEAR, Vu = p(u) * critical area

Vu (ONE-WAY) = 26.36282051 k 26,362.82 lb or Vu = 23,067.47 lb Max Vu (ONE-WAY) = 26,362.82
 Vu (TWO-WAY) = 108.2185332 k 108,218.53 lb

5. NOMINAL SHEAR STRENGTH, Vc, W/O SHEAR REINFORCEMENT**A. ONE-WAY SHEAR, Vc = 2*(f'c)^.5*FW*(FT-BC)**

Vc = 128,167.08 lb
 .75*Vc = 96,125.31 lb

B. TWO-WAY SHEAR, $V_c = (2+4/B_c) \cdot (f'_c)^{.5} \cdot b(o) \cdot (FT-BC) \leq 4 \cdot (f'_c)^{.5} \cdot b(o) \cdot (FT-BC)$

$$b(o) = 124 \text{ in}$$

$$B_c = 0.8 \geq 2$$

$$B_c = 2$$

$$V_c = 407,505.58 \text{ lb}$$

$$.75 \cdot V_c = 305,629.19 \text{ lb}$$

$$\leq \text{MAX. } V_c \quad 407,505.58 \text{ lb}$$

6. CHECK FOR SHEAR REINFORCING**A. ONE-WAY SHEAR CHECK**

$$.75 \cdot V_c = 96,125.31 \text{ lb}$$

$$V_u = 26,362.82 \text{ lb}$$

$$.75 \cdot V_c \geq V_u \quad \text{OK}$$

B. TWO-WAY SHEAR CHECK

$$.75 \cdot V_c = 305,629.19 \text{ lb}$$

$$V_u = 108,218.53 \text{ lb}$$

$$.75 \cdot V_c \geq V_u \quad \text{OK}$$

7. ULTIMATE BENDING MOMENT, $M_u (\text{long}) = (p(\text{net}) \cdot FW \cdot b(m)^2)/2$, $M_u (\text{tran}) = (p(\text{net}) \cdot FL \cdot b(m)^2)/2$ **A. BOTTOM REINFORCING****1. LONGITUDINAL**

$$b(m) = 2.583333333 \text{ ft}$$

$$M_u = 65.97570446 \text{ k-ft}$$

2. TRANSVERSE

$$b(m) = 2.416666667 \text{ ft}$$

$$M_u = 57.73732305 \text{ k-ft}$$

B. TOP REINFORCING

$$p(\text{net}) = \text{max neg factored load combination} / (FL \cdot FW)$$

1. LONGITUDINAL

$$p(\text{net}) = -0.36423669 \text{ ksf}$$

$$b(m) = 2.583333333 \text{ ft}$$

$$M_u = -7.90001549 \text{ k-ft}$$

2. TRANSVERSE

$$p(\text{net}) = -0.36423669 \text{ ksf}$$

$$b(m) = 2.416666667 \text{ ft}$$

$$M_u = -6.91354113 \text{ k-ft}$$

8. REQUIRED COEFFICIENT OF RESISTANCE, $R_u (\text{long}) = M_u / (.9 \cdot FW \cdot (FT-BC)^2)$, $R_u (\text{tran}) = M_u / (.9 \cdot FL \cdot (FT-BC)^2)$ **A. BOTTOM REINFORCING****1. LONGITUDINAL**

$$R_u = 50.12399199 \text{ psi}$$

2. TRANSVERSE

$$R_u = 43.86501276 \text{ psi}$$

B. TOP REINFORCING**1. LONGITUDINAL**

$$R_u = 6.001911105 \text{ psi}$$

2. TRANSVERSE

$$R_u = 5.252452902 \text{ psi}$$

9. REINFORCEMENT RATIO, $\text{roe} = .85 \cdot f'_c / f_y [1 - (1 - 2 \cdot R_u / .85 \cdot f'_c)^{.5}]$ **A. BOTTOM REINFORCING****1. LONGITUDINAL**

$$\text{roe} = 0.000843776 \text{ must be } \geq \text{roe (min)} = 0.0018 \quad \text{herefore roe required} = 0.0018$$

2. TRANSVERSE

$$\text{roe} = 0.000737482 \text{ must be } \geq \text{roe (min)} = 0.0018 \quad \text{herefore roe required} = 0.0018$$

B. TOP REINFORCING**1. LONGITUDINAL**

$$\text{roe} = 0.00010015 \text{ must be } \geq \text{roe (min)} = 0.0018 \quad \text{herefore roe required} = 0.0018$$

2. TRANSVERSE

$$\text{roe} = 8.76312\text{E-}05 \text{ must be } \geq \text{roe (min)} = 0.0018 \quad \text{herefore roe required} = 0.0018$$

10. REQUIRED STEEL AREA, $A_{st} (\text{long}) = \text{roe} \cdot (FT-BC) \cdot FW$, $A_{st} (\text{tran}) = \text{roe} \cdot (FT-BC) \cdot FL$ **A. BOTTOM REINFORCING****1. LONGITUDINAL**

$$A_{st} = 2.106 \text{ sq in}$$

2. TRANSVERSE

$$A_{st} = 2.106 \text{ sq in}$$

B. TOP REINFORCING**1. LONGITUDINAL**

$$A_{st} = 2.106 \text{ sq in}$$

2. TRANSVERSE

$$A_{st} = 2.106 \text{ sq in}$$

11. CHOOSE REINFORCING STEEL**A. BOTTOM REINFORCING****1. LONGITUDINAL**

	<u>REBAR SIZE</u>	<u>QUANTITY</u>	<u>SPACING</u>	<u>AREA</u>
OPTION 1:	#4	11	7.2	2.156
OPTION 2:	#5	7	12	2.149

2. TRANSVERSE**INSIDE BAND (BAND WIDTH = FOOTING WIDTH)**

	<u>REBAR SIZE</u>	<u>QUANTITY</u>	<u>SPACING</u>	<u>AREA</u>
OPTION 1:	#4	11	7.2	2.156
OPTION 2:	#5	7	12	2.149

OUTSIDE BAND (BAND WIDTH = FOOTING WIDTH)

	<u>REBAR SIZE</u>	<u>QUANTITY</u>	<u>SPACING</u>	<u>AREA</u>
OPTION 1:	N/A			
OPTION 2:	N/A			

B. TOP REINFORCING**1. LONGITUDINAL**

	<u>REBAR SIZE</u>	<u>QUANTITY</u>	<u>SPACING</u>	<u>AREA</u>
OPTION 1:	#4	11	7.2	2.156
OPTION 2:	#5	7	12	2.149

2. TRANSVERSE**INSIDE BAND (BAND WIDTH = FOOTING WIDTH)**

	<u>REBAR SIZE</u>	<u>QUANTITY</u>	<u>SPACING</u>	<u>AREA</u>
OPTION 1:	#4	11	7.2	2.156
OPTION 2:	#5	7	12	2.149

OUTSIDE BAND (BAND WIDTH = FOOTING WIDTH)

	<u>REBAR SIZE</u>	<u>QUANTITY</u>	<u>SPACING</u>	<u>AREA</u>
OPTION 1:	N/A			
OPTION 2:	N/A			

12. CHOOSE DOWELS FOR PEDESTAL**A. REQUIRED REINFORCING**

1. $A_{st} = 0.005 \cdot A_c$

$A_{st} = 1.6 \text{ sq in}$

2. $A_{st} = P_u \cdot \text{tension} / (\phi \cdot f_y)$

$A_{st} = 0.302 \text{ sq in}$

$A_{st, \text{required}} =$

1.60 sq in

$A_{st, \text{supplied}} =$

1.77 sq in

OK**B. UNHOOKED DEVELOPMENT LENGTH**

$\text{max } l_d = ((f_y / (25 \cdot (f'_c)^{.5}))) \cdot d_b, 12 \text{ in}$

$l_d = 32.86 \text{ in}$

$\text{Pedestal } l_d =$

22 in

J-HOOK REQ'D IN PEDESTAL**C. HOOKED DEVELOPMENT LENGTH**

$\text{max } l_d = ((0.02 \cdot f_y \cdot d_b \cdot 0.7) / (f'_c)^{.5}), 8 \cdot d_b, 6 \text{ in}$

$l_d = 11.50 \text{ in}$

$\text{Footing } l_d =$

15 in

HOOK REQ'D IN FOOTING

PROBLEM TITLE: A3, B3
 JOB LOCATION: PORT ORANGE, FL
 DESIGNER: DWK
 DATE: 03/25/2020

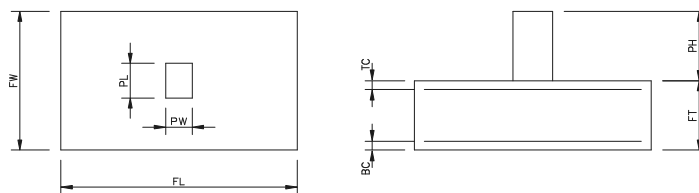
	P (k)	V (k)	
DEAD	11.18	0.57	
LIVE	40.71	1.46	
WIND - D	4.01	4.78	
WIND - U	-15.77		
H			
F			
E	0.76	0.34	

SERVICE LOAD COMB.

S = D + .6W
 S = .6D + .6W
 S = D + .75L + .45W
 S = .6D + .7E
 S = D + .75L + .525E
 S = D + L
 S = D + .7E

DESIGN LOAD COMB.

U = 1.4D
 U = 1.2D + 1.6L
 U = 1.2D + .5W
 U = 1.2D + 1.0W + .5L
 U = 1.2D + 1.0E + .5L
 U = .9D + 1.0W
 U = .9D + 1.0E



GROSS SAFE SOIL
 BEARING CAPACITY: 3000 psf

FORCE FOOTING
 TO BE SQUARE (Y/N): Y
 JNHOOKED(U) HOOKED(H): H

NOT DESIGNED FOR LIGHTWEIGHT CONCRETE**STEEL**

Fy: 60000 psi
 REBAR TC: 3 in
 REBAR BC: 3 in
 MIN. SPACING BETWEEN REBAR: 6 in

FOOTING

MAX LENGTH(FL): 100 ft
 MIN LENGTH(FL): 4.75 ft
 MAX WIDTH(FW): 100 ft
 MIN WIDTH(FW): 4.75 ft
 MAX THICKNESS(FT): 100 ft
 MIN THICKNESS(FT): 1.5 ft
 DEPTH(D)= FT-BC: 1.25 ft

PEDESTAL

HEIGHT(PH): 2 ft
 LENGTH(PL): 1.66666667 ft
 WIDTH(PW): 1.33333333 ft
 DOWEL SIZE 6 #
 # OF DOWEL 4

CONCRETE

f'c: 3000 psi
 DENSITY: 150 pcf

SOIL

WIT WEIGHT OF SOIL: 100 pcf

IMPORTANT: MIN FL, FW, AND FT MUST BE GREATER THAN ZERO AT FIRST ENTRY (recommend FT equal to 1 or 1.5)

1. SERVICE LOADS TO SIZE FOOTING

IF SQUARE FOOTING FW & FL = 4.75 ft
 W/ UPLIFT = 2.75
 FOOTING VOLUME = 33.84375 ft³
 ACTUAL SOIL BEARING CAPACITY = 2867.259221 psf

RECT LENGTH = 5
 RECT WIDTH = 4.75

ACT.BEARING VS. ALLOWABLE BEARING: **OK**

2. DESIGN/FACTORED LOAD, Pu

Pu = 91.9766875 k UPLIFT Pu = 2.92215625 k **OK**

3. NET FACTORED SOIL PRESSURE, p(net) = p(u) = Pu/[FL*FW]

p(net) = p(u) = 4.076529086 ksf

4. ULTIMATE SHEAR, Vu = p(u) * critical area

Vu (ONE-WAY) = 8.874943531 k 8,874.94 lb or Vu = 5,647.69 lb Max Vu (ONE-WAY) = 8,874.94
 Vu (TWO-WAY) = 64.7715177 k 64,771.52 lb

5. NOMINAL SHEAR STRENGTH, Vc, W/O SHEAR REINFORCEMENT**A. ONE-WAY SHEAR, Vc = 2*(f'c)^.5*FW*(FT-BC)**

Vc = 93,660.56 lb
 .75*Vc = 70,245.42 lb

B. TWO-WAY SHEAR, $V_c = (2+4/B_c)*(f'_c)^{.5}*b(o)*(FT-BC) \leq 4*(f'_c)^{.5}*b(o)*(FT-BC)$

$$b(o) = 124 \text{ in}$$

$$B_c = 0.8 \geq 2$$

$$B_c = 2$$

$$V_c = 407,505.58 \text{ lb} \quad \leq \text{MAX. } V_c \quad 407,505.58 \text{ lb}$$

$$.75*V_c = 305,629.19 \text{ lb}$$

6. CHECK FOR SHEAR REINFORCING**A. ONE-WAY SHEAR CHECK**

$$.75*V_c = 70,245.42 \text{ lb} \quad .75*V_c \geq V_u \quad \text{OK}$$

$$V_u = 8,874.94 \text{ lb}$$

B. TWO-WAY SHEAR CHECK

$$.75*V_c = 305,629.19 \text{ lb} \quad .75*V_c \geq V_u \quad \text{OK}$$

$$V_u = 64,771.52 \text{ lb}$$

7. ULTIMATE BENDING MOMENT, $M_u (\text{long}) = (p(\text{net})*FW*b(m)^2)/2$, $M_u (\text{tran}) = (p(\text{net})*FL*b(m)^2)/2$ **A. BOTTOM REINFORCING****1. LONGITUDINAL**

$$b(m) = 1.708333333 \text{ ft}$$

$$M_u = 28.25526529 \text{ k-ft}$$

2. TRANSVERSE

$$b(m) = 1.541666667 \text{ ft}$$

$$M_u = 23.01098048 \text{ k-ft}$$

B. TOP REINFORCING $p(\text{net}) = \text{max neg factored load combination}/(FL*FW)$ **1. LONGITUDINAL**

$$p(\text{net}) = -0.25298615 \text{ ksf}$$

$$b(m) = 1.708333333 \text{ ft}$$

$$M_u = -1.75349927 \text{ k-ft}$$

2. TRANSVERSE

$$p(\text{net}) = -0.25298615 \text{ ksf}$$

$$b(m) = 1.541666667 \text{ ft}$$

$$M_u = -1.42804313 \text{ k-ft}$$

8. REQUIRED COEFFICIENT OF RESISTANCE, $R_u (\text{long}) = M_u/(.9*FW*(FT-BC)^2)$, $R_u (\text{tran}) = M_u/(.9*FL*(FT-BC)^2)$ **A. BOTTOM REINFORCING****1. LONGITUDINAL**

$$R_u = 29.37519459 \text{ psi}$$

2. TRANSVERSE

$$R_u = 23.92304663 \text{ psi}$$

B. TOP REINFORCING**1. LONGITUDINAL**

$$R_u = 1.823001189 \text{ psi}$$

2. TRANSVERSE

$$R_u = 1.484645228 \text{ psi}$$

9. REINFORCEMENT RATIO, $ro_e = .85*f'_c/f_y*[1-(1-2*R_u/.85*f'_c)^{.5}]$ **A. BOTTOM REINFORCING****1. LONGITUDINAL**

$$ro_e = 0.000492439 \text{ must be } \geq ro_e (\text{min}) = 0.0018 \quad \text{herefore } ro_e \text{ required} = 0.0018$$

2. TRANSVERSE

$$ro_e = 0.000400605 \text{ must be } \geq ro_e (\text{min}) = 0.0018 \quad \text{herefore } ro_e \text{ required} = 0.0018$$

B. TOP REINFORCING**1. LONGITUDINAL**

$$ro_e = 3.03942E-05 \text{ must be } \geq ro_e (\text{min}) = 0.0018 \quad \text{herefore } ro_e \text{ required} = 0.0018$$

2. TRANSVERSE

$$ro_e = 2.47513E-05 \text{ must be } \geq ro_e (\text{min}) = 0.0018 \quad \text{herefore } ro_e \text{ required} = 0.0018$$

10. REQUIRED STEEL AREA, $A_{st} (\text{long}) = ro_e*(FT-BC)*FW$, $A_{st} (\text{tran}) = ro_e*(FT-BC)*FL$ **A. BOTTOM REINFORCING****1. LONGITUDINAL**

$$A_{st} = 1.539 \text{ sq in}$$

2. TRANSVERSE

$$A_{st} = 1.539 \text{ sq in}$$

B. TOP REINFORCING**1. LONGITUDINAL**

$$A_{st} = 1.539 \text{ sq in}$$

2. TRANSVERSE

$$A_{st} = 1.539 \text{ sq in}$$

11. CHOOSE REINFORCING STEEL**A. BOTTOM REINFORCING****1. LONGITUDINAL**

	<u>REBAR SIZE</u>	<u>QUANTITY</u>	<u>SPACING</u>	<u>AREA</u>
OPTION 1:	#4	8	7.285714286	1.568
OPTION 2:	#5	6	10.2	1.842

2. TRANSVERSE**INSIDE BAND (BAND WIDTH = FOOTING WIDTH)**

	<u>REBAR SIZE</u>	<u>QUANTITY</u>	<u>SPACING</u>	<u>AREA</u>
OPTION 1:	#4	8	7.285714286	1.568
OPTION 2:	#5	6	10.2	1.842

OUTSIDE BAND (BAND WIDTH = FOOTING WIDTH)

	<u>REBAR SIZE</u>	<u>QUANTITY</u>	<u>SPACING</u>	<u>AREA</u>
OPTION 1:	N/A			
OPTION 2:	N/A			

B. TOP REINFORCING**1. LONGITUDINAL**

	<u>REBAR SIZE</u>	<u>QUANTITY</u>	<u>SPACING</u>	<u>AREA</u>
OPTION 1:	#4	8	7.285714286	1.568
OPTION 2:	#5	6	10.2	1.842

2. TRANSVERSE**INSIDE BAND (BAND WIDTH = FOOTING WIDTH)**

	<u>REBAR SIZE</u>	<u>QUANTITY</u>	<u>SPACING</u>	<u>AREA</u>
OPTION 1:	#4	8	7.285714286	1.568
OPTION 2:	#5	6	10.2	1.842

OUTSIDE BAND (BAND WIDTH = FOOTING WIDTH)

	<u>REBAR SIZE</u>	<u>QUANTITY</u>	<u>SPACING</u>	<u>AREA</u>
OPTION 1:	N/A			
OPTION 2:	N/A			

12. CHOOSE DOWELS FOR PEDESTAL**A. REQUIRED REINFORCING**

1. $A_{st} = 0.005 \cdot A_c$

$A_{st} = 1.6 \text{ sq in}$

2. $A_{st} = P_u \cdot \text{tension} / (\phi \cdot f_y)$

$A_{st} = 0.112 \text{ sq in}$

$A_{st, \text{required}} =$

1.60 sq in

$A_{st, \text{supplied}} =$

1.77 sq in

OK**B. UNHOOKED DEVELOPMENT LENGTH**

$\text{max } l_d = ((f_y / (25 \cdot (f'_c)^{.5}))) \cdot d_b, 12 \text{ in}$

$l_d = 32.86 \text{ in}$

$\text{Pedestal } l_d =$

22 in

J-HOOK REQ'D IN PEDESTAL**C. HOOKED DEVELOPMENT LENGTH**

$\text{max } l_d = ((0.02 \cdot f_y \cdot d_b \cdot 0.7) / (f'_c)^{.5}), 8 \cdot d_b, 6 \text{ in}$

$l_d = 11.50 \text{ in}$

$\text{Footing } l_d =$

15 in

HOOK REQ'D IN FOOTING

PROBLEM TITLE: A4, B4
 JOB LOCATION: PORT ORANGE, FL
 DESIGNER: DWK
 DATE: 03/25/2020

	P (k)	V (k)
DEAD	9.85	0.58
LIVE	34.16	1.5
WIND - D	1.95	4.3
WIND - U	-15.78	
H		
F		
E	0.63	0.29

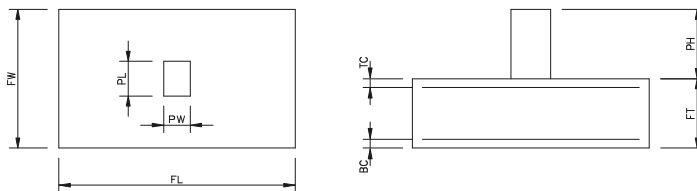
(negative)

SERVICE LOAD COMB.

S = D + .6W
 S = .6D + .6W
 S = D + .75L + .45W
 S = .6D + .7E
 S = D + .75L + .525E
 S = D + L
 S = D + .7E

DESIGN LOAD COMB.

U = 1.4D
 U = 1.2D + 1.6L
 U = 1.2D + .5W
 U = 1.2D + 1.0W + .5L
 U = 1.2D + 1.0E + .5L
 U = .9D + 1.0W
 U = .9D + 1.0E



GROSS SAFE SOIL
 BEARING CAPACITY: 3000 psf

FORCE FOOTING
 TO BE SQUARE (Y/N): Y
 JNHOOKED(U) HOOKED(H): H

NOT DESIGNED FOR LIGHTWEIGHT CONCRETE**STEEL**

Fy: 60000 psi
 REBAR TC: 3 in
 REBAR BC: 3 in
 MIN. SPACING BETWEEN REBAR: 6 in

FOOTING

MAX LENGTH(FL): 100 ft
 MIN LENGTH(FL): 4.75 ft
 MAX WIDTH(FW): 100 ft
 MIN WIDTH(FW): 4.75 ft
 MAX THICKNESS(FT): 100 ft
 MIN THICKNESS(FT): 1.5 ft
 DEPTH(D)= FT-BC: 1.25 ft

PEDESTAL

HEIGHT(PH): 2 ft
 LENGTH(PL): 1.66666667 ft
 WIDTH(PW): 1.33333333 ft
 DOWEL SIZE 6 #
 # OF DOWEL 4

CONCRETE

f'c: 3000 psi
 DENSITY: 150 pcf

SOIL

WIT WEIGHT OF SOIL: 100 pcf

IMPORTANT: MIN FL, FW, AND FT MUST BE GREATER THAN ZERO AT FIRST ENTRY (recommend FT equal to 1 or 1.5)

1. SERVICE LOADS TO SIZE FOOTING

IF SQUARE FOOTING FW & FL = 4.25 ft
 W/ UPLIFT = 3
 FOOTING VOLUME = 33.84375 ft³
 ACTUAL SOIL BEARING CAPACITY = 2511.438256 psf

RECT LENGTH = 4.25
 RECT WIDTH = 4.25

ACT.BEARING VS. ALLOWABLE BEARING: **OK**

2. DESIGN/FACTORED LOAD, Pu

Pu = 79.9006875 k UPLIFT Pu = 1.71515625 k **OK**

3. NET FACTORED SOIL PRESSURE, p(net) = p(u) = Pu/[FL*FW]

p(net) = p(u) = 3.541304709 ksf

4. ULTIMATE SHEAR, Vu = p(u) * critical area

Vu (ONE-WAY) = 7.709715461 k 7,709.72 lb or Vu = 4,906.18 lb Max Vu (ONE-WAY) = 7,709.72
 Vu (TWO-WAY) = 56.26739705 k 56,267.40 lb

5. NOMINAL SHEAR STRENGTH, Vc, W/O SHEAR REINFORCEMENT**A. ONE-WAY SHEAR, Vc = 2*(f'c)^.5*FW*(FT-BC)**

Vc = 93,660.56 lb
 .75*Vc = 70,245.42 lb

B. TWO-WAY SHEAR, $V_c = (2+4/B_c)*(f'_c)^{.5}*b(o)*(FT-BC) \leq 4*(f'_c)^{.5}*b(o)*(FT-BC)$

$$b(o) = 124 \text{ in}$$

$$B_c = 0.8 \geq 2$$

$$B_c = 2$$

$$V_c = 407,505.58 \text{ lb}$$

$$.75*V_c = 305,629.19 \text{ lb}$$

$$\leq \text{MAX. } V_c \quad 407,505.58 \text{ lb}$$

6. CHECK FOR SHEAR REINFORCING**A. ONE-WAY SHEAR CHECK**

$$.75*V_c = 70,245.42 \text{ lb}$$

$$V_u = 7,709.72 \text{ lb}$$

$$.75*V_c \geq V_u \quad \text{OK}$$

B. TWO-WAY SHEAR CHECK

$$.75*V_c = 305,629.19 \text{ lb}$$

$$V_u = 56,267.40 \text{ lb}$$

$$.75*V_c \geq V_u \quad \text{OK}$$

7. ULTIMATE BENDING MOMENT, $M_u (\text{long}) = (p(\text{net})*FW*b(m)^2)/2$, $M_u (\text{tran}) = (p(\text{net})*FL*b(m)^2)/2$ **A. BOTTOM REINFORCING****1. LONGITUDINAL**

$$b(m) = 1.708333333 \text{ ft}$$

$$M_u = 24.54551456 \text{ k-ft}$$

2. TRANSVERSE

$$b(m) = 1.541666667 \text{ ft}$$

$$M_u = 19.98977361 \text{ k-ft}$$

B. TOP REINFORCING

$$p(\text{net}) = \text{max neg factored load combination}/(FL*FW)$$

1. LONGITUDINAL

$$p(\text{net}) = -0.30648199 \text{ ksf}$$

$$b(m) = 1.708333333 \text{ ft}$$

$$M_u = -2.12429002 \text{ k-ft}$$

2. TRANSVERSE

$$p(\text{net}) = -0.30648199 \text{ ksf}$$

$$b(m) = 1.541666667 \text{ ft}$$

$$M_u = -1.73001371 \text{ k-ft}$$

8. REQUIRED COEFFICIENT OF RESISTANCE, $R_u (\text{long}) = M_u/(.9*FW*(FT-BC)^2)$, $R_u (\text{tran}) = M_u/(.9*FL*(FT-BC)^2)$ **A. BOTTOM REINFORCING****1. LONGITUDINAL**

$$R_u = 25.5184037 \text{ psi}$$

2. TRANSVERSE

$$R_u = 20.78209082 \text{ psi}$$

B. TOP REINFORCING**1. LONGITUDINAL**

$$R_u = 2.208488652 \text{ psi}$$

2. TRANSVERSE

$$R_u = 1.79858475 \text{ psi}$$

9. REINFORCEMENT RATIO, $ro_e = .85*f'_c/f_y*[1-(1-2*R_u/.85*f'_c)^{.5}]$ **A. BOTTOM REINFORCING****1. LONGITUDINAL**

$$ro_e = 0.000427456 \text{ must be } \geq ro_e (\text{min}) = 0.0018 \quad \text{herefore } ro_e \text{ required} = 0.0018$$

2. TRANSVERSE

$$ro_e = 0.000347791 \text{ must be } \geq ro_e (\text{min}) = 0.0018 \quad \text{herefore } ro_e \text{ required} = 0.0018$$

B. TOP REINFORCING**1. LONGITUDINAL**

$$ro_e = 3.68241\text{E-}05 \text{ must be } \geq ro_e (\text{min}) = 0.0018 \quad \text{herefore } ro_e \text{ required} = 0.0018$$

2. TRANSVERSE

$$ro_e = 2.9987\text{E-}05 \text{ must be } \geq ro_e (\text{min}) = 0.0018 \quad \text{herefore } ro_e \text{ required} = 0.0018$$

10. REQUIRED STEEL AREA, $A_{st} (\text{long}) = ro_e*(FT-BC)*FW$, $A_{st} (\text{tran}) = ro_e*(FT-BC)*FL$ **A. BOTTOM REINFORCING****1. LONGITUDINAL**

$$A_{st} = 1.539 \text{ sq in}$$

2. TRANSVERSE

$$A_{st} = 1.539 \text{ sq in}$$

B. TOP REINFORCING**1. LONGITUDINAL**

$$A_{st} = 1.539 \text{ sq in}$$

2. TRANSVERSE

$$A_{st} = 1.539 \text{ sq in}$$

11. CHOOSE REINFORCING STEEL**A. BOTTOM REINFORCING****1. LONGITUDINAL**

	<u>REBAR SIZE</u>	<u>QUANTITY</u>	<u>SPACING</u>	<u>AREA</u>
OPTION 1:	#4	8	7.285714286	1.568
OPTION 2:	#5	6	10.2	1.842

2. TRANSVERSE**INSIDE BAND (BAND WIDTH = FOOTING WIDTH)**

	<u>REBAR SIZE</u>	<u>QUANTITY</u>	<u>SPACING</u>	<u>AREA</u>
OPTION 1:	#4	8	7.285714286	1.568
OPTION 2:	#5	6	10.2	1.842

OUTSIDE BAND (BAND WIDTH = FOOTING WIDTH)

	<u>REBAR SIZE</u>	<u>QUANTITY</u>	<u>SPACING</u>	<u>AREA</u>
OPTION 1:	N/A			
OPTION 2:	N/A			

B. TOP REINFORCING**1. LONGITUDINAL**

	<u>REBAR SIZE</u>	<u>QUANTITY</u>	<u>SPACING</u>	<u>AREA</u>
OPTION 1:	#4	8	7.285714286	1.568
OPTION 2:	#5	6	10.2	1.842

2. TRANSVERSE**INSIDE BAND (BAND WIDTH = FOOTING WIDTH)**

	<u>REBAR SIZE</u>	<u>QUANTITY</u>	<u>SPACING</u>	<u>AREA</u>
OPTION 1:	#4	8	7.285714286	1.568
OPTION 2:	#5	6	10.2	1.842

OUTSIDE BAND (BAND WIDTH = FOOTING WIDTH)

	<u>REBAR SIZE</u>	<u>QUANTITY</u>	<u>SPACING</u>	<u>AREA</u>
OPTION 1:	N/A			
OPTION 2:	N/A			

12. CHOOSE DOWELS FOR PEDESTAL**A. REQUIRED REINFORCING**

- $A_{st} = 0.005 \cdot A_c$
 $A_{st} = 1.6 \text{ sq in}$
- $A_{st} = P_u \cdot \text{tension} / (\phi \cdot f_y)$
 $A_{st} = 0.136 \text{ sq in}$

$A_{st, \text{required}} =$	1.60 sq in
$A_{st, \text{supplied}} =$	1.77 sq in

OK**B. UNHOOKED DEVELOPMENT LENGTH**

- $\max L_d = ((f_y / (25 \cdot (f'_c)^{.5}))) \cdot d_b$, 12in
 $L_d = 32.86 \text{ in}$ Pedestal $L_d = 22 \text{ in}$

J-HOOK REQ'D IN PEDESTAL**C. HOOKED DEVELOPMENT LENGTH**

- $\max L_d = ((0.02 \cdot f_y \cdot d_b \cdot 0.7) / (f'_c)^{.5})$, $8 \cdot d_b$, 6in
 $L_d = 11.50 \text{ in}$ Footing $L_d = 15 \text{ in}$

HOOK REQ'D IN FOOTING

PROBLEM TITLE: A5,B5
 JOB LOCATION: PORT ORANGE, FL
 DESIGNER: DWK
 DATE: 03/25/2020

	P (k)	V (k)
DEAD	5.1	0.4
LIVE	13.86	0.89
WIND - D	1.06	2.91
WIND - U	-7.89	
H		
F		
E	0.24	0.13

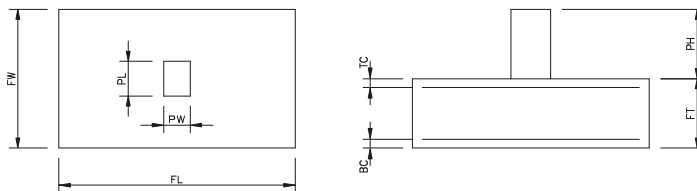
(negative)

SERVICE LOAD COMB.

S = D + .6W
 S = .6D + .6W
 S = D + .75L + .45W
 S = .6D + .7E
 S = D + .75L + .525E
 S = D + L
 S = D + .7E

DESIGN LOAD COMB.

U = 1.4D
 U = 1.2D + 1.6L
 U = 1.2D + .5W
 U = 1.2D + 1.0W + .5L
 U = 1.2D + 1.0E + .5L
 U = .9D + 1.0W
 U = .9D + 1.0E



GROSS SAFE SOIL
 BEARING CAPACITY: 3000 psf

FORCE FOOTING
 TO BE SQUARE (Y/N): Y
 JNHOOKED(U) HOOKED(H): H

NOT DESIGNED FOR LIGHTWEIGHT CONCRETE**STEEL**

Fy: 60000 psi
 REBAR TC: 3 in
 REBAR BC: 3 in
 MIN. SPACING BETWEEN REBAR: 6 in

FOOTING

MAX LENGTH(FL): 100 ft
 MIN LENGTH(FL): 3.75 ft
 MAX WIDTH(FW): 100 ft
 MIN WIDTH(FW): 3.75 ft
 MAX THICKNESS(FT): 100 ft
 MIN THICKNESS(FT): 1.5 ft
 DEPTH(D)= FT-BC: 1.25 ft

PEDESTAL

HEIGHT(PH): 2 ft
 LENGTH(PL): 1.66666667 ft
 WIDTH(PW): 1.33333333 ft
 DOWEL SIZE 6 #
 # OF DOWEL 4

CONCRETE

f'c: 3000 psi
 DENSITY: 150 pcf

SOIL

WIT WEIGHT OF SOIL: 100 pcf

IMPORTANT: MIN FL, FW, AND FT MUST BE GREATER THAN ZERO AT FIRST ENTRY (recommend FT equal to 1 or 1.5)

1. SERVICE LOADS TO SIZE FOOTING

IF SQUARE FOOTING FW & FL = 3 ft
 W/ UPLIFT = 2
 FOOTING VOLUME = 21.09375 ft³
 ACTUAL SOIL BEARING CAPACITY = 1953.566519 psf
 RECT LENGTH = 2.75
 RECT WIDTH = 3.5
 ACT.BEARING VS. ALLOWABLE BEARING: **OK**

2. DESIGN/FACTORED LOAD, Pu

Pu = 36.6631875 k UPLIFT Pu = 2.07890625 k **OK**

3. NET FACTORED SOIL PRESSURE, p(net) = p(u) = Pu/[FL*FW]

p(net) = p(u) = 2.60716 ksf

4. ULTIMATE SHEAR, Vu = p(u) * critical area

Vu (ONE-WAY) = -0.40736875 k -407.37 lb or Vu = -2,036.84 lb Max Vu (ONE-WAY) = -407.37
 Vu (TWO-WAY) = 19.26401556 k 19,264.02 lb

5. NOMINAL SHEAR STRENGTH, Vc, W/O SHEAR REINFORCEMENT**A. ONE-WAY SHEAR, Vc = 2*(f'c)^.5*FW*(FT-BC)**

Vc = 73,942.55 lb
 .75*Vc = 55,456.91 lb

B. TWO-WAY SHEAR, $V_c = (2+4/B_c)*(f'_c)^{.5}*b(o)*(FT-BC) \leq 4*(f'_c)^{.5}*b(o)*(FT-BC)$

$$b(o) = 124 \text{ in}$$

$$B_c = 0.8 \geq 2$$

$$B_c = 2$$

$$V_c = 407,505.58 \text{ lb}$$

$$.75*V_c = 305,629.19 \text{ lb}$$

$$\leq \text{MAX. } V_c \quad 407,505.58 \text{ lb}$$

6. CHECK FOR SHEAR REINFORCING**A. ONE-WAY SHEAR CHECK**

$$.75*V_c = 55,456.91 \text{ lb}$$

$$V_u = -407.37 \text{ lb}$$

$$.75*V_c \geq V_u \quad \text{OK}$$

B. TWO-WAY SHEAR CHECK

$$.75*V_c = 305,629.19 \text{ lb}$$

$$V_u = 19,264.02 \text{ lb}$$

$$.75*V_c \geq V_u \quad \text{OK}$$

7. ULTIMATE BENDING MOMENT, $M_u (\text{long}) = (p(\text{net})*FW*b(m)^2)/2$, $M_u (\text{tran}) = (p(\text{net})*FL*b(m)^2)/2$ **A. BOTTOM REINFORCING****1. LONGITUDINAL**

$$b(m) = 1.208333333 \text{ ft}$$

$$M_u = 7.137439974 \text{ k-ft}$$

2. TRANSVERSE

$$b(m) = 1.041666667 \text{ ft}$$

$$M_u = 5.304280599 \text{ k-ft}$$

B. TOP REINFORCING

$$p(\text{net}) = \text{max neg factored load combination}/(FL*FW)$$

1. LONGITUDINAL

$$p(\text{net}) = -0.23466667 \text{ ksf}$$

$$b(m) = 1.208333333 \text{ ft}$$

$$M_u = -0.64243056 \text{ k-ft}$$

2. TRANSVERSE

$$p(\text{net}) = -0.23466667 \text{ ksf}$$

$$b(m) = 1.041666667 \text{ ft}$$

$$M_u = -0.47743056 \text{ k-ft}$$

8. REQUIRED COEFFICIENT OF RESISTANCE, $R_u (\text{long}) = M_u/(.9*FW*(FT-BC)^2)$, $R_u (\text{tran}) = M_u/(.9*FL*(FT-BC)^2)$ **A. BOTTOM REINFORCING****1. LONGITUDINAL**

$$R_u = 9.399097908 \text{ psi}$$

2. TRANSVERSE

$$R_u = 6.985060871 \text{ psi}$$

B. TOP REINFORCING**1. LONGITUDINAL**

$$R_u = 0.845999086 \text{ psi}$$

2. TRANSVERSE

$$R_u = 0.628715135 \text{ psi}$$

9. REINFORCEMENT RATIO, $\text{roe} = .85*f'_c/f_y*[1-(1-2*R_u/.85*f'_c)^{.5}]$ **A. BOTTOM REINFORCING****1. LONGITUDINAL**

$$\text{roe} = 0.000156941 \quad \text{must be } \geq \quad \text{roe (min)} = 0.0018 \quad \text{herefore roe required} = 0.0018$$

2. TRANSVERSE

$$\text{roe} = 0.000116578 \quad \text{must be } \geq \quad \text{roe (min)} = 0.0018 \quad \text{herefore roe required} = 0.0018$$

B. TOP REINFORCING**1. LONGITUDINAL**

$$\text{roe} = 1.41023\text{E-}05 \quad \text{must be } \geq \quad \text{roe (min)} = 0.0018 \quad \text{herefore roe required} = 0.0018$$

2. TRANSVERSE

$$\text{roe} = 1.04799\text{E-}05 \quad \text{must be } \geq \quad \text{roe (min)} = 0.0018 \quad \text{herefore roe required} = 0.0018$$

10. REQUIRED STEEL AREA, $A_{st} (\text{long}) = \text{roe}*(FT-BC)*FW$, $A_{st} (\text{tran}) = \text{roe}*(FT-BC)*FL$ **A. BOTTOM REINFORCING****1. LONGITUDINAL**

$$A_{st} = 1.215 \text{ sq in}$$

2. TRANSVERSE

$$A_{st} = 1.215 \text{ sq in}$$

B. TOP REINFORCING**1. LONGITUDINAL**

$$A_{st} = 1.215 \text{ sq in}$$

2. TRANSVERSE

$$A_{st} = 1.215 \text{ sq in}$$

11. CHOOSE REINFORCING STEEL**A. BOTTOM REINFORCING****1. LONGITUDINAL**

	<u>REBAR SIZE</u>	<u>QUANTITY</u>	<u>SPACING</u>	<u>AREA</u>
OPTION 1:	#4	7	6.5	1.372
OPTION 2:	#5	4	13	1.228

2. TRANSVERSE**INSIDE BAND (BAND WIDTH = FOOTING WIDTH)**

	<u>REBAR SIZE</u>	<u>QUANTITY</u>	<u>SPACING</u>	<u>AREA</u>
OPTION 1:	#4	7	6.5	1.372
OPTION 2:				

OUTSIDE BAND (BAND WIDTH = FOOTING WIDTH)

	<u>REBAR SIZE</u>	<u>QUANTITY</u>	<u>SPACING</u>	<u>AREA</u>
OPTION 1:	N/A			
OPTION 2:	N/A			

B. TOP REINFORCING**1. LONGITUDINAL**

	<u>REBAR SIZE</u>	<u>QUANTITY</u>	<u>SPACING</u>	<u>AREA</u>
OPTION 1:	#4	7	6.5	1.372
OPTION 2:	#5	4	13	1.228

2. TRANSVERSE**INSIDE BAND (BAND WIDTH = FOOTING WIDTH)**

	<u>REBAR SIZE</u>	<u>QUANTITY</u>	<u>SPACING</u>	<u>AREA</u>
OPTION 1:	#4	7	6.5	1.372
OPTION 2:				

OUTSIDE BAND (BAND WIDTH = FOOTING WIDTH)

	<u>REBAR SIZE</u>	<u>QUANTITY</u>	<u>SPACING</u>	<u>AREA</u>
OPTION 1:	N/A			
OPTION 2:	N/A			

12. CHOOSE DOWELS FOR PEDESTAL**A. REQUIRED REINFORCING**

1. $A_{st} = 0.005 \cdot A_c$

$A_{st} = 1.6 \text{ sq in}$

2. $A_{st} = P_u \cdot \text{tension} / (\phi \cdot f_y)$

$A_{st} = 0.065 \text{ sq in}$

$A_{st, \text{required}} =$

1.60 sq in

$A_{st, \text{supplied}} =$

1.77 sq in

OK**B. UNHOOKED DEVELOPMENT LENGTH**

$\max L_d = ((f_y / (25 \cdot (f'_c)^{.5}))) \cdot d_b, 12 \text{ in}$

$L_d = 32.86 \text{ in}$

$\text{Pedestal } L_d =$

22 in

J-HOOK REQ'D IN PEDESTAL**C. HOOKED DEVELOPMENT LENGTH**

$\max L_d = ((0.02 \cdot f_y \cdot d_b \cdot 0.7) / (f'_c)^{.5}), 8 \cdot d_b, 6 \text{ in}$

$L_d = 11.50 \text{ in}$

$\text{Footing } L_d =$

15 in

HOOK REQ'D IN FOOTING

GRADE BEAM DESIGN

Order No: #221393
 Job Description: WH-5
 Location: Port Orange, FL
 Completed By: DWK
 Date: March 25, 2020

GENERAL INFORMATION - DATA ENTRY

Unfactored Load W/ Floor Slab Load

$$P := 2.25 \frac{k}{ft}$$

Unfactored Load W/O Floor Slab Load

$$P_{ult} := 2k$$

Soil Bearing Pressure

$$q_{all} := 3000 \text{psf}$$

Strength Of Concrete

$$f_c := 3000 \text{psi}$$

Resistance Factor (Shear)

$$\phi_s := 0.75 \cdot \frac{\sqrt{\text{lbf}}}{\text{in}}$$

Resistance Factor (Bending)

$$\phi_b := 0.90$$

Minimum Yield Stress

$$f_y := 60000 \text{psi}$$

Depth Of Footing (Assume On 1st Run)

$$D := 1.5 \text{ft}$$

Depth To Reinforcement

$$d := D - 3 \text{in} \quad d = 15 \cdot \text{in}$$

Area of Steel (Insert Value Calculated At The End
Of The Sheet To Check Codes)

$$A_{st} := .62 \text{in}^2$$

STEP 1: Find Footing Width

Width Of Footing

$$B := \frac{P \cdot 1.6}{q_{all}}$$

$$B = 14.4 \cdot \text{in}$$

$$B := 18 \text{in}$$

STEP 2: Reinforcement Ratio

$$X_1 := 0.85 - \left(0.05 \cdot \frac{f_c - 4000 \text{psi}}{1000 \text{psi}} \right)$$

$$X_1 = 0.9$$

$$X_2 := 0.85$$

$$\beta_1 := \text{if}(f_c \leq 4000 \text{psi}, X_2, X_1)$$

$$\beta_1 = 0.85$$

$$\beta_1 := \text{if}(\beta_1 \geq 0.65, \beta_1, .65)$$

$$\beta_1 = 0.85$$

$$\text{Reinforcement Ratio} \quad \rho := \frac{A_{st}}{B \cdot d} \quad \rho = 0.0023$$

$$\rho_{balanced} := \left(\frac{0.85 \cdot \beta_1 \cdot f_c}{f_y} \right) \cdot \left(\frac{87000 \text{ psi}}{87000 \text{ psi} + f_y} \right) \quad \rho_{balanced} = 0.021$$

$$X_3 := \rho_{balanced} \cdot 0.75 \quad X_3 = 0.016$$

$$\text{CodeCheck} := \text{if}(X_3 \geq \rho, \text{"OK"}, \text{"NOT BALANCED"}) \quad \boxed{\text{CodeCheck} = \text{"OK"}}$$

$$X_4 := \frac{200 \cdot \text{psi}}{f_y} \quad X_4 = 0.0033$$

$$\text{CodeCheck} := \text{if}(X_4 \leq \rho, \text{"OK"}, \text{"NOT BALANCED"}) \quad \boxed{\text{CodeCheck} = \text{"NOT BALANCED"}}$$

OK because cont. supported

STEP 3: Check Wide-Beam Shear (Transverse Reinforced For Shear)

$$q_{ult} := \frac{P_{ult} \cdot 1.6}{B} \quad q_{ult} = 2133.333 \cdot \frac{\text{lb}}{\text{ft}}$$

$$\text{Length Of Wall} \quad L := 1 \text{ ft}$$

$$V_u := q_{ult} \cdot L \quad V_u = 2133.333 \cdot \text{lb}$$

$$v_a := \frac{V_u}{L \cdot d} \quad v_a = 11.852 \cdot \text{psi}$$

$$V_a := 2 \cdot \phi_s \cdot \sqrt{f_c} \quad V_a = 82.16 \cdot \text{psi}$$

$$\text{CodeCheck} := \text{if}(V_a > v_a, \text{"OK"}, \text{"NOT OK"}) \quad \boxed{\text{CodeCheck} = \text{"OK"}}$$

STEP 4: Required Reinforcement For Transverse Bending

$$M_u := \left[\phi_b \cdot A_s \cdot f_y \cdot \left(d - \frac{a \cdot A_s}{2} \right) \right] \quad \text{expands to} \quad \frac{-\left(A_s^2 \cdot a \cdot \phi_b \cdot f_y \right)}{2} + A_s \cdot d \cdot \phi_b \cdot f_y - M_u := 0$$

$$\text{Moment Arm} \quad L_1 := 12 \text{ in}$$

$$\text{Ultimate Moment} \quad M_u := q_{ult} \cdot \left(\frac{L_1^2}{2} \right) \quad M_u = 12800 \cdot \text{lb} \cdot \text{in}$$

$$\text{Coefficient For a Value} \quad a := \left(\frac{f_y}{0.85 \cdot f_c \cdot B} \right) \quad a = 1.31 \cdot \frac{1}{\text{in}}$$

Coefficients For Equation To Solve For As

$$X_1 := \frac{-a \cdot \phi_b \cdot f_y}{2}$$

$$X_2 := d \cdot \phi_b \cdot f_y$$

$$X_3 := -M_u$$

$$X_1 = -35294 \cdot \frac{\text{lbf}}{\text{in}^3}$$

$$X_2 = 810000 \cdot \frac{\text{lbf}}{\text{in}}$$

$$X_3 = -12800 \cdot \text{lbf} \cdot \text{in}$$

$$a := \frac{X_1}{X_1}$$

$$b := \frac{X_2}{X_1}$$

$$c := \frac{X_3}{X_1}$$

$$a = 1$$

$$b = -0.159 \text{ ft}^2$$

$$c = 1.749 \times 10^{-5} \text{ ft}^4$$

$$a \cdot A_s^2 + b \cdot A_s + c := 0$$

$$A_{s1} := \frac{-b + \sqrt{b^2 - 4 \cdot a \cdot c}}{2 \cdot a}$$

$$A_{s1} = 22.9342 \cdot \text{in}^2$$

$$A_{s2} := \frac{-b - \sqrt{b^2 - 4 \cdot a \cdot c}}{2 \cdot a}$$

$$A_{s2} = 0.0158 \cdot \text{in}^2$$

Choose The Reasonable Answer

$$A_s := 0.0158 \text{ in}^2$$

Use (-) # - As=-.---

STEP 5: Check For Temperature & Shrinkage For Steel

$$\rho_{\min} := 0.0018$$

$$A_s := \rho_{\min} \cdot d \cdot B$$

$$A_s = 0.486 \cdot \text{in}^2$$

Use (2) # 5 As=0.62

Check Spacing Requirements Per 7.12.2.2

Spacing Every 6"

STEP 6: Select Longitudinal Steel

Base On The Reinforcement Ratio Of The Beam See Step #2 But A Continually Supported Beam So Therefore Use $\rho_{\min}$ From Step 5 $\rho_{\min}=0.0018$ Which Governs Because There Is No Moment

Therefore Use (2) # 5 T&B As=1.24

EXHIBIT "2"

Payment and Performance Bond

Consisting of 4 Pages

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

PAYMENT AND PERFORMANCE BOND

(Public Works)

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

BOND NO. _____

PRINCIPAL:

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

SURETY:

Address: _____

Contact Person: _____
Phone Number: _____

OWNER:

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

Amount: \$407,751.04 **City Case/ Bid 20-14 Fire Department Training Tower Excavation,
Foundation and Erection**

Description of Work: Bid 20-14 Fire Department Training Tower Excavation, Foundation and Erection

Project Location: Public Works Facility located at 407 Virginia Avenue, Port Orange, Volusia
County, Florida

Legal Description: Portions of Parcel ID #: 6310-19-00-0090.
*See Attached **Exhibit "A"***

Front Page

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

**City of Port Orange Public Works Facility
407 Virginia Avenue, Port Orange, FL 32127**

Short Parcel ID:

6310-19-00-0090

Legal Description:

A portion of the Parcel ID listed above.

EXHIBIT "A"

A.G. Pifer Construction Co., Inc.
Bid 20-14 Fire Department Training Tower Excavation, Foundation, and Erection

Bond No. _____

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

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

BY THIS BOND, We, **A.G. Pifer Construction Co., Inc.**, as Principal, and _____, a corporation, as Surety, are bound to **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of **FOUR HUNDRED SEVEN THOUSAND SEVEN HUNDRED FIFTY-ONE AND 04/100 DOLLARS (\$407,751.04)**, 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 _____, 2021, entered into by and between the Principal and the City, for Fire Department Training Tower Excavation, Foundation and Erection, 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:

(Principal)

(As to Corporate Principal) Secretary

By: _____
Anthony G. Pifer, 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.

 OPENING DATE/TIME: February 12, 2021 @ 2:30PM Bid Tabulation ITB 20-14 Fire Department Training Tower Excavation, Foundation and Erection							
				R.A. Connelly, Inc.		A. G. Pifer Construction Co. Inc.	
				Bradenton, FL		Daytona Beach, FL	
ITEM #	DESCRIPTION	Quantity	Unit of Measure	Total Unit Cost	Extended Cost	Total Unit Cost	Extended Cost
A	PROJECT ITEMS						
1	Mobilization/Demobilization	1	LS	\$ 47,091.00	\$ 47,091.00	\$ 90,120.00	\$ 90,120.00
2	Survey Layout & Staking	1	LS	\$ 4,885.00	\$ 4,885.00	\$ 6,000.00	\$ 6,000.00
3	Clearing	1	LS	\$ 6,921.00	\$ 6,921.00	\$ -	\$ -
4	Certified As-Built Survey	1	LS	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00
				Part A Subtotal	\$ 62,397.00	Part A Subtotal	\$ 99,620.00
B	SITE ITEMS						
1	Grading	1	LS	\$ 11,078.00	\$ 11,078.00	\$ 3,500.00	\$ 3,500.00
2	Subgrade Preparation	1	LS	\$ 54,758.00	\$ 54,758.00	\$ 5,000.00	\$ 5,000.00
3	6" Concrete Apron	76	CY	\$ 917.38	\$ 69,720.88	\$ 333.04	\$ 25,311.04
				Part B Subtotal	\$ 135,556.88	Part B Subtotal	\$ 33,811.04
C	BUILDING/FOUNDATION ERECTION						
1	Building Foundation, Piers, Slab	1	LS	\$ 75,836.00	\$ 75,836.00	\$ 49,920.00	\$ 49,920.00
2	Building Erection (Building Furnished to Site)	1	LS	\$ 201,060.00	\$ 201,060.00	\$ 224,400.00	\$ 224,400.00
				Part C Subtotal	\$ 276,896.00	Part C Subtotal	\$ 274,320.00
				TOTAL BID (Sum of Parts A, B, and C)	\$ 474,849.88	TOTAL BID (Sum of Parts A, B, and C)	\$ 407,751.04
				Confirm the number of calendar days to complete upon receipt of PO:	<u>120</u> DAYS	Confirm the number of calendar days to complete upon receipt of PO:	<u>120</u> DAYS
				Shall warrant all materials, labor and workmanship for the minimum period of:	<u>1</u> YEAR	Shall warrant all materials, labor and workmanship for the minimum period of:	<u>1</u> YEAR
Required Forms Submitted:				YES		YES	
Bid Bond Submitted:				YES		YES	
Responsive & Responsible Bidder:				YES		YES	

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

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

- ☒ Form 7.2 – Bidder's Acknowledgement Form
- ☒ Form 7.3 – Addendum and Change Order Procedure Acknowledgement
- ☒ Form 7.4 – Drug Free/Tie Preference Statement
- ☒ Form 7.5 – Public Entity Crimes Statement
- ☒ Form 7.6 – Affidavit of Anti-Collusion
- ☒ Form 7.7 – Statement of Bidder's Qualifications
- ☒ Form 7.8 – Professional References for Previous Experience
- ☒ Form 7.9 – Listing of Subcontractors
- ☒ Form 7.10 – Certificate as to Corporate Principal
- ☒ Form 7.11 – Local Business Affidavit of Eligibility
- ☒ Attachment 1 – Bid Proposal
- ☒ Copy of License (Florida Certified General Contractor, Sunbiz, etc.)
- ☒ Bid Bond
- ☒ Submission of one (1) original marked "ORIGINAL" and one (1) digital (CD or flash drive) version in PDF format.

BY:

R.A. CONNELLY, INC.

Name of Business

[Signature]

Authorized Signature

2-12-21

Date

This document must be completed and returned with your Submittal

ORIGINAL

FORM 7.2 – BIDDER'S ACKNOWLEDGEMENT FORM

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

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

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

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

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

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

NO EXCEPTIONS ALLOWED AFTER THE BID IS SUBMITTED:

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

R.A. CONNELLY, INC
NAME OF BUSINESS

[Signature]
AUTHORIZED SIGNATURE

ROBERT CONNELLY PRESIDENT
NAME, TITLE, TYPED

38-3581319
FEDERAL IDENTIFICATION #

1767 LAKEWOOD RANCH BLVD #240
MAILING ADDRESS

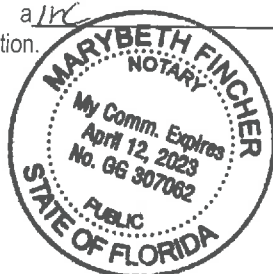
BRADENTON, FL 34211
CITY, STATE & ZIP CODE

941 773 5358
TELEPHONE NUMBER / FAX NUMBER

bob@raconnellyinc.com
E-MAIL ADDRESS

STATE OF FL
COUNTY OF manatee

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 10 day of Feb, 2021, by Robert Connolly, as owner of R.A. Connolly, Inc, a/k/a as Identification. He or she is ☒ personally known or ☐ produced



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

This document must be completed and returned with your Submittal

FORM 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

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

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

Addendum # 1 Date: 1-20-21 Addendum # _____ Date: _____

Addendum # 2 Date: 1-28-21 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:

R.A. Connelly, Inc
Name of Business

By: [Signature]
Printed Name: ROBERT CONNELLY
Title: PRESIDENT

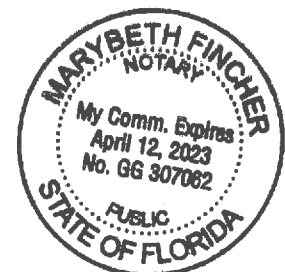
STATE OF FL
COUNTY OF manatee

The foregoing instrument was acknowledged before me by means of ✓ physical presence or
_____ online notarization, this 10 day of Feb, 2021 by Robert Connelly who
is personally known to me or who produced _____ as identification.

My Commission Expires: _____

Marybeth Finch
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 bidders have a drug-free workplace program.

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

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

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

R.A. CONNELLY, INC
Name of Business
By: [Signature]
Printed Name: ROBERT CONNELLY
Title: PRESIDENT

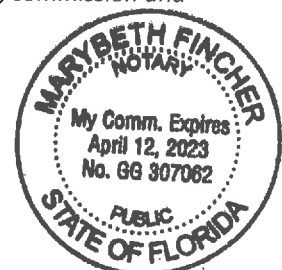
STATE OF FL
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me by means of physical presence or
online notarization, this 10 day of Feb, 2021, by Robert Connelly who
is personally known to me or who produced as identification.

My Commission Expires: _____

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

This document must be completed and returned with your Submittal



FORM 7.5 – SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES
(To be signed in the presence of notary public or other officer authorized to administer oaths.)

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

1. The business address of 1767 LAKEWOOD RANCH BLVD #240 (name of Offeror or business) is BRADENTON, FL 34211
2. My relationship to R.A. CONNELLY, INC. (name of Offeror or business) is PRESIDENT (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. ~~There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted bidder list. The name of the convicted person or affiliate is: _____~~
~~_____ A copy of the order of the Division of Administrative Hearings is attached to this statement. (Draw a line through paragraph 7 if paragraph 6 above applies.)~~

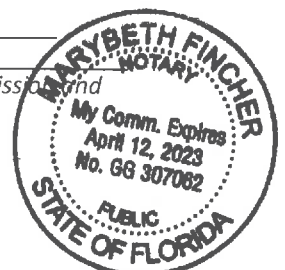
R.A. CONNELLY, INC.
Name of Business
By: [Signature]
Printed Name: ROBERT CONNELLY
Title: PRESIDENT

STATE OF FL
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me by means of ✓ physical presence or
online notarization, this 10 day of Feb, 2021, by Robert Connelly who
is personally known to me or who produced _____ as identification.

My Commission Expires: _____

Marybeth Fincher
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 BIDDER THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE BIDDERS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE BIDDERS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: R.A. CONNELLY, INC

SIGNED BY: [Signature]
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: ROBERT CONNELLY

TITLE: PRESIDENT

ADDRESS: 1767 LAKEWOOD RANCH BLVD #240

BRADENTON
CITY: STATE: FL ZIP CODE: 34211

TELEPHONE: FAX: 941 773 5358

COMPLETION TIME: 120 DAYS PER RFP

F.E.I.N. NUMBER: 38 3581319

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): NA

This document must be completed and returned with your Submittal

FORM 7.7 – STATEMENT OF BIDDER'S QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 7.8 is complete, true, and correct to the best of their knowledge and belief. If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent.

- A. Name of Bidder. R.A. CONNELLY, INC
B. Permanent main office address. 1767 LAKEWOOD PARK BLVD #240 BRADENTON FL 3
C. Date organized. FEB 2001
D. If a corporation, where incorporated. MI
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.) USPS MYAKKA CITY 90% COMPLETE MARCH 1, 2021
G. General character of work performed by your company. CARPENTRY, CONCRETE, PAINTING
H. Have you ever failed to complete any work awarded to you? If so, where and why? NO
I. Have you ever defaulted on a contract? If so, where and why? NO
J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed. SEE ATTACHED
K. List your major equipment currently owned or leased. BOBCAT, EXCAVATOR, LULL FORKLIFT
L. Experience in work similar to this type of project. ST. CLOUD FIRE TRAINING FACILITY
M. Background and experience of the principal members of your organization, including the officers. 35 YEARS
N. Credit currently available: \$ 200,000.00
O. Give bank reference: BANK OZK 941 750 0700
P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? YES
Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

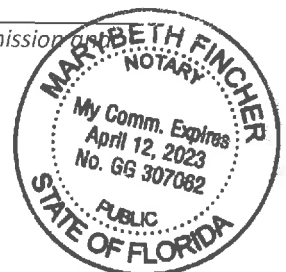
R.A. CONNELLY, INC
Name of Business
By: [Signature]
Printed Name: ROBERT CONNELLY
Title: PRESIDENT

STATE OF FL
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me by means of physical presence or
online notarization, this 10 day of Feb, 2021, by Robert Connelly who
is personally known to me or who produced as identification.

My Commission Expires: _____

[Signature]
Notary Public, State of _____
Printed, typed or stamped name, commission
expiration:



This document must be completed and returned with your Submittal

FORM 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Bidder proposes that they are qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein.

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

(Do not include the City of Port Orange)

1. Company Name: CITY OF ST CLOUD, FL
Contact Person: CAMERON CRANDELL P.E.
City, State: ST. CLOUD, FL
Telephone Number: 407 957-7279
Email Address: CAMERON.CRANDELL@STCLOUD.ORG
Description of goods or NEW FIRE TRAINING TOWER
Services provided: SITEWORK, FOUNDATIONS, SLAB, ERECTION OF FIRE TOWER
Contract Amount: 470,149
Start/End Date of Contract: JUN 2019 - DEC 2017
2. Company Name: US POSTAL SERVICE
Contact Person: JOEL ROITENBERG
City, State: MYAKKA CITY, FL
Telephone Number: 214 773 2977
Email Address: JOEL.K.ROITENBERG@USPS.GOV
Description of goods or MYAKKA CITY, FL
Services provided: ADDITION TO EXISTING POST OFFICE
Contract Amount: 509,216
Start/End Date of Contract: NOV 2020 - FEB 2021
3. Company Name: @ USPS
Contact Person: GRANT BAKER
City, State: LIVE OAK, FL
Telephone Number: 904 783 7287
Email Address: GRANT.D.BAKER@USPS.GOV
Description of goods or
Services provided: BUILT OUT OF NEW MAIN POST OFFICE
Contract Amount: 1,493,852
Start/End Date of Contract: NOV 2019 - JUN 2020

This document must be completed and returned with your Submittal.

LISTING OF PREVIOUS EXPERIENCE

Commercial Client List

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

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

	Contact Name	Phone	Current Client? Y or N	Number of years service provided	Description of service
1	GRANT BAKER USPS	904 783 7287	YES	13 years	BUILD, ADD TO, AND RENOVATE POST OFFICES IN THE ENTIRE STATE OF FLORIDA
2	JOSE BLANCO ARCHITECT	305 205 1813	YES	3 YEARS	BUILD OUT OF EXISTING SPACE, ADDITIONS
3	DEAN SCHARMEN CITY OF INDIAN ROCKS BEACH	727 595 6889	NO	3 YEARS	RENOVATIONS TO CITY HALL INDIAN ROCKS BEACH

This document must be completed and returned with your Submittal.

FORM 7.9 – LISTING OF SUBCONTRACTORS

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

Subcontractor No. 1

Name: ACPLM
Description of Work: SITEWORK
Percent of Contract Price: 15%
Previous Experience Together: Yes/No YES

Subcontractor No. 2

Name: USA CONCRETE
Description of Work: FOUNDATION & SLAB
Percent of Contract Price: 32%
Previous Experience Together: Yes/No YES

Subcontractor No. 3

Name: HARTY CONSTRUCTION
Description of Work: BUILDING ERECTOR
Percent of Contract Price: 42%
Previous Experience Together: Yes/No YES

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 – CERTIFICATE AS TO CORPORATE PRINCIPAL

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


Signature

AFFIX CORPORATE SEAL

This document must be completed and returned with your Submittal

FORM 7.11 - LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

*This declaration is executed under penalty of perjury of the laws to the United States and State of Florida***THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:**RFSQ/RFP/ITN/BID/CONTRACT/PROJECT #(as applicable): ITB 20-14 FIRE TRAINING TOWERBUSINESS NAME: R.A. CONNELLY, INC. CONTACT PERSON/TITLE: BOB CONNELLY MAILING ADDRESS: 1767 LAKEWOOD RANCHCITY-STATE-ZIP: BLVD #240 BRADENTON, FL 34211 Length of Time at Address Provided: 13 YEARSPhysical Presence of Business: ☒ Headquarters, ☐ Manufacturing Facility, or ☐ Locally Owned FranchiseAnd within Legal Boundaries: ☐ The City of Port Orange ☐ Volusia County ☒ The State ofFlorida FEIN (Federal Employer Identification Number): 38 3581319BUSINESS STRUCTURE: ☒ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship☐ Other (Specify): _____PHONE NUMBER: 941 773 5358

FAX: _____

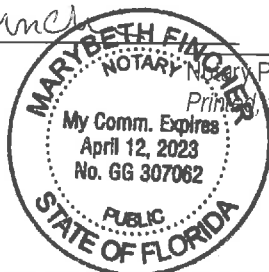
EMAIL: bob@rconnellyinc.com****Please attach a valid business tax receipt, or other such documentation******ATTESTATION – I understand that:**

- 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 bidder 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.

R.A. CONNELLY, INC.
Name of BusinessBy: [Signature]Printed Name: ROBERT CONNELLYTitle: PRESIDENTSTATE OF FL
COUNTY OF manatee

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 10 day of Feb, 2021, by Robert Connolly, as owner of R.A. Connolly, a inc. He or she is ☒ personally known or ☐ produced as identification.

Marybeth Finch

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

BID COST/FEE PROPOSAL:



**"ATTACHMENT 1" ITB 20-14 SCHEDULE OF UNIT PRICING
BID FORM**

CITY OF PORT ORANGE

ITB 20-14 Fire Department Training Tower Excavation, Foundation and Erection

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

Instruction to save Attachment from DemandStar website:

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

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

NAME OF BUSINESS: R.A. Connelly, Inc

CONTACT PERSON: Bob Connelly

EMAIL ADDRESS: bob@raconnellyinc.com

AUTHORIZED SIGNATURE:

ITEM #	DESCRIPTION	QTY	UNIT	TOTAL UNIT COST	EXTENDED COST
A	PROJECT ITEMS				
1	Mobilization/Demobilization	1	LS	\$ 47,091.00	\$ 47,091.00
2	Survey Layout & Staking	1	LS	\$ 4,885.00	\$ 4,885.00
3	Clearing	1	LS	\$ 6,921.00	\$ 6,921.00
4	Certified As-Built Survey	1	LS	\$ 3,500.00	\$ 3,500.00
				Part A Subtotal	\$ 62,397.00
B	SITE ITEMS				
1	Grading	1	LS	\$ 11,078.00	\$ 11,078.00
2	Subgrade Preparation	1	LS	\$ 54,758.00	\$ 54,758.00
3	6" Concrete Apron	76	CY	\$ 917.38	\$ 69,721.00
				Part B Subtotal	\$ 135,557.00
C	BUILDING/FOUNDATION ERECTION				
1	Building Foundation, Piers, Slab	1	LS	\$ 75,836.00	\$ 75,836.00
2	Building Erection (Building Furnished to Site)	1	LS	\$ 201,060.00	\$ 201,060.00
				Part C Subtotal	\$ 276,896.00
				TOTAL BID (Sum of Parts A, B and C)	\$ 474,850.00
Confirm the number of calendar days to complete upon receipt of PO:				120	Days
Shall warrant all materials, labor and workmanship for the minimum period of:				1	Years
AWARD: THIS BID WILL BE AWARDED TO THE LOWEST, RESPONSIVE, RESPONSIBLE BIDDER					

This document must be completed and returned with your Submittal



Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

CONNELLY, ROBERT A

R.A. CONNELLY, INC.
1767 LAKEWOOD RANCH BLVD #240
BRADENTON FL 34211

LICENSE NUMBER: CGC1520817

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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

BID BOND

BID BOND

Bond No.: BIDBOND

KNOW ALL MEN BY THESE PRESENTS that R.A. Connelly, Inc., as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 1767 Lakewood Ranch Blvd #240, Tel.: 941-773-5358 (hereinafter called "PRINCIPAL"), and The Ohio Casualty Insurance Company, as SURETY, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 175 Berkeley, Boston, MA 02116, Tel.: 515-371-0389 (hereinafter called "SURETY"), are held and firmly bound unto the City of Port Orange, Florida, as CITY, a Florida municipal corporation, whose address is City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, Tel.: (386) 506-5501, (hereinafter called "OBLIGEE" or "CITY"), in the penal sum of FIVE PERCENT OF ACCOMPANYING BID dollars and ()/100 (\$ 5%), lawful money of the United States, for the payment of which sum shall and truly be made, whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas the Principal has submitted the accompanying bid, dated February 12, 2021, for:

Project Name / Bid No.: FIRE DEPARTMENT TRAINING TOWER EXCAVATION, FOUNDATION AND ERECTION

Project Address:

Public Works Facility located at 407 Virginia Avenue, Port Orange, Volusia County, Florida

Legal Description: Portions of Parcel ID# 3610-19-00-0090

Description of Work:

Bid 20-14 Fire Department Training Tower Excavation, Foundation and Erection

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 10th day of February, 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: R.A. Connelly, Inc.
[Signature]
Signature
Robert Connelly President
Corporate Officer & Title

ATTEST:
[Signature]
Signature
Corporate Secretary (Affix Corporate Seal)

WITNESSES:
[Signature]

SURETY: The Ohio Casualty Insurance Company

[Signature]
Attorney-in-Fact (signature)
Michelle B Graham, Attorney-in-Fact

ATTEST:
[Signature]
Signature
Corporate Secretary (Affix Corporate Seal)

McNish Group, Inc.

Name of Local Resident Agent
26522 Woodward Ave., Ste 200 Royal Oak, MI 48067

City, State, Zip
248-544-4800

Telephone: A15 24074
A.M. Best No.: NAIC No.:

STATE OF Michigan
COUNTY OF Oakland

Before me this day personally appeared Michelle B. Graham (affiant), who, being duly sworn, deposes and says that he/she is the Attorney-in-Fact for the The Ohio Casualty Insurance Company (corporate surety) and that this person has been authorized by The Ohio Casualty 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.

[Signature]
Signature of Affiant

Sworn to / Affirmed and subscribed before me this 10th day of February, 2021, by Michelle B. Graham who is personally known to me or who produced _____ as identification.

[Signature]
NOTARY PUBLIC - STATE OF Michigan
Type or print name: Margaret M Kohloff
Commission No.: 9126/2021
Commission Expires: 9/26/2021
(Seal)

END OF BID BOND



This document must be completed and returned with your Submittal

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

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

Certificate No. 7698082

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, John W. McNish; Lois C. Brink; Michelle B. Graham; Suzanne M. Moceri; William J. McNish

all of the city of Royal Oak, state of MI each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 28th day of March, 2017.



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 28th day of March, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute 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 have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 26, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 12th day of February, 2021.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

To confirm the validity of this Power of Attorney call
1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



LIBERTY MUTUAL FIRE INSURANCE COMPANY
FINANCIAL STATEMENT — DECEMBER 31, 2019

Assets		Liabilities	
Cash and Bank Deposits.....	(\$19,642,952)	Unearned Premiums.....	\$1,281,143,437
*Bonds — U.S Government.....	1,110,236,795	Reserve for Claims and Claims Expense	3,445,256,612
*Other Bonds.....	3,957,219,680	Funds Held Under Reinsurance Treaties.....	0
*Stocks.....	125,794,327	Reserve for Dividends to Policyholders.....	183,012
Real Estate.....	0	Additional Statutory Reserve.....	0
Agents' Balances or Uncollected Premiums.....	762,342,997	Reserve for Commissions, Taxes and	
Accrued Interest and Rents.....	33,350,609	Other Liabilities	480,050,424
Other Admitted Assets.....	1,063,301,227	Total	\$5,206,633,485
Total Admitted Assets	<u>\$7,032,602,683</u>	Special Surplus Funds.....	\$5,242,951
		Capital Stock.....	10,000,010
		Paid in Surplus	511,249,990
		Unassigned Surplus.....	1,299,476,247
		Surplus to Policyholders.....	1,825,969,198
		Total Liabilities and Surplus.....	<u>\$7,032,602,683</u>



* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Fire Insurance Company's financial statement filed with the state of Wisconsin Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Fire Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2019, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 27th day of March, 2020.

T. Mikolajewski

Assistant Secretary



THE OHIO CASUALTY INSURANCE COMPANY
FINANCIAL STATEMENT — DECEMBER 31, 2019

Assets		Liabilities	
Cash and Bank Deposits	(\$3,063,860)	Unearned Premiums	\$1,281,143,437
*Bonds — U.S Government	1,006,099,793	Reserve for Claims and Claims Expense	3,445,256,612
*Other Bonds	3,994,316,104	Funds Held Under Reinsurance Treaties	0
*Stocks	192,977,450	Reserve for Dividends to Policyholders	183,012
Real Estate	0	Additional Statutory Reserve	0
Agents' Balances or Uncollected Premiums	762,342,997	Reserve for Commissions, Taxes and	
Accrued Interest and Rents	33,878,311	Other Liabilities	196,783,603
Other Admitted Assets	919,548,302	Total	\$4,923,366,664
Total Admitted Assets	<u>\$6,906,099,097</u>	Special Surplus Funds	\$ 5,242,951
		Capital Stock	4,500,000
		Paid in Surplus	738,183,897
		Unassigned Surplus	1,234,805,586
		Surplus to Policyholders	1,982,732,434
		Total Liabilities and Surplus	<u>\$6,906,099,098</u>



* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from The Ohio Casualty Insurance Company's financial statement filed with the state of Ohio Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2019, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 27th day of March, 2020.

T. Mikolajewski

Assistant Secretary

CITY OF PORT ORANGE, FLORIDA

INVITATION TO BID

"Attachment A" BID SET – Drawings

FIRE DEPARTMENT TRAINING TOWER EXCAVATION, FOUNDATION AND ERECTION

Drawings can be found on the City of Port Orange website. See link for attachment of documents:
<https://www.port-orange.org/bids.aspx>

"Attachment A" ITB 20-14 Bid Set - Drawings for FIRE DEPARTMENT TRAINING TOWER
EXCAVATION, FOUNDATION AND ERECTION



ITB #20-14

Prepared by: Michael Hall, Buyer
Release Date: January 8, 2021

Bid Due Date & Time: February 12, 2021 @ 2:30 PM

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

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

- ☒ Form 7.2 –Bidder’s Acknowledgement Form
- ☒ Form 7.3 – Addendum and Change Order Procedure Acknowledgement
- ☒ Form 7.4 – Drug Free/Tie Preference Statement
- ☒ Form 7.5 – Public Entity Crimes Statement
- ☒ Form 7.6 – Affidavit of Anti-Collusion
- ☒ Form 7.7 – Statement of Bidder’s Qualifications
- ☒ Form 7.8 – Professional References for Previous Experience
- ☒ Form 7.9 – Listing of Subcontractors
- ☒ Form 7.10 – Certificate as to Corporate Principal
- ☒ Form 7.11 – Local Business Affidavit of Eligibility
- ☒ Attachment 1 – Bid Proposal
- ☒ Copy of License (Florida Certified General Contractor, Sunbiz, etc.)
- ☒ Bid Bond
- ☒ Submission of one (1) original marked “ORIGINAL” and one (1) digital (CD or flash drive) version in PDF format.

BY: A. G. Pifer Construction Co., Inc

Name of Business

Authorized Signature

02/12/2021

Date

This document must be completed and returned with your Submittal

FORM 7.2 – BIDDER'S ACKNOWLEDGEMENT FORM

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

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

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

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

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

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

NO EXCEPTIONS ALLOWED AFTER THE BID IS SUBMITTED:

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

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

3629 Old Deland Rd

MAILING ADDRESS

Anthony Gregg Pifer
AUTHORIZED SIGNATURE

Daytona Beach, FL 32124

CITY, STATE & ZIP CODE

Anthony Gregg Pifer, President
NAME, TITLE, TYPED

386-257-4448 / 386-257-5503

TELEPHONE NUMBER / FAX NUMBER

59-2986219

FEDERAL IDENTIFICATION #

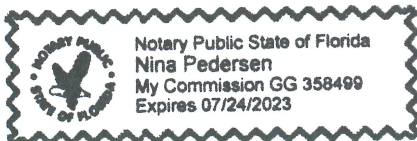
AGPiferInc@gmail.com

E-MAIL ADDRESS

STATE OF Florida

COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of X physical presence or _____ online notarization, this 12th day of February, 2021 by Anthony Gregg Pifer, as President of A. G. Pifer Construction Co., Inc, a Florida Corporation. He or she is X personally known or _____ produced _____ as identification.



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

This document must be completed and returned with your Submittal

FORM 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

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

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

Addendum# 1 Date: 01/20/2021 Addendum# _____ Date: _____

Addendum# 2 Date: 01/28/2021 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:

A. G. Pifer Construction Co., Inc
Name of Business

By: _____
Printed Name: Anthony Gregg Pifer
Title: President

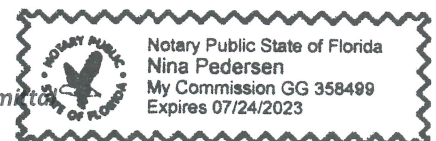
STATE OF Florida
COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of X physical presence or
_____ online notarization, this 12th day of February, 2021, by Anthony Gregg Pifer who
is personally known to me or who produced _____ as identification.

My Commission Expires: 07/24/2023

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

This document must be completed and returned with your Submission



FORM 7.4 – DRUG-FREE PREFERENCE STATEMENT

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

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

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

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

A. G. Pifer Construction Co., Inc
Name of Business

By: [Signature]
Printed Name: Anthony Gregg Pifer
Title: President

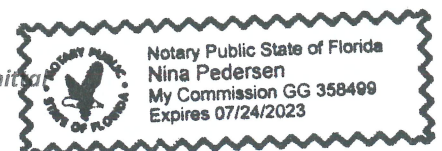
STATE OF Florida
COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of X physical presence or
online notarization, this 12th day of February, 20 21, by Anthony Gregg Pifer who
is personally known to me or who produced as identification.

My Commission Expires: 07/24/2023

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

This document must be completed and returned with your Submission



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

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

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

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

A. G. Pifer Construction Co., Inc

Name of Business

By: [Signature]

Printed Name: Anthony Gregg Pifer

Title: President

STATE OF Florida

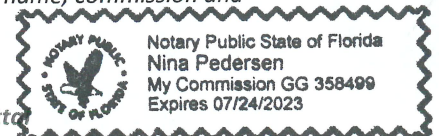
COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of X physical presence or online notarization, this 12th day of February, 2021, by Anthony Gregg Pifer who is personally known to me or who produced _____ as identification.

My Commission Expires: 07/24/2023

[Signature]
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:



This document must be completed and returned with your Submittal

FORM 7.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT BID FORM:

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

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

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

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

SIGNED BY: [Signature]
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: Anthony Gregg Pifer

TITLE: President

ADDRESS: 3629 Old Deland Rd

Daytona Beach
CITY: Daytona Beach STATE: FL ZIP CODE: 32124

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

COMPLETION TIME: 120 days

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

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

NO BID (REASON): _____

This document must be completed and returned with your Submittal

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 7.8 is complete, true, and correct to the best of their knowledge and belief. If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent.

- A. G. Pifer Construction Co., Inc
Name of Business

By: _____
Printed Name: Anthony Gregg Pifer
Title: President

The foregoing instrument was acknowledged before me by means of X physical presence or online notarization, this 12th day of February, 20 21, by Anthony Gregg Pifer who is personally known to me or who produced [Signature] as identification.

_____ as identification.



Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

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

FORM 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Bidder proposes that they are qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein.

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

(Do not include the City of Port Orange)

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

This document must be completed and returned with your Submittal.

LISTING OF PREVIOUS EXPERIENCE

Commercial Client List

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

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

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

This document must be completed and returned with your Submittal.

QUALIFICATIONS PACKAGE

A.G. PIFER CONSTRUCTION CO. INC.

Table of Contents

Tab 1 Statement of Interest and Introductions

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

Tab 2 Company History

Tab 3 Company Qualifications and Capabilities

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

Tab 4 Financial Stability / Bonding Capacity

Contains a statement of the company's past litigation.

Tab 5 Licenses / Insurance

Contains a copy of all current licenses and insurance forms.

Tab 6 Professional References

*Contains a list of references and contract termination
information.*

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



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

-David Allan Coe

ITB No: 20-14

City of Port Orange
City Clerk's Ofc /Finance Dep't
1000 City Center Cir
Port Orange, FL 32129

Fire Department Training Tower

**Bid Date: 02/12/2021
Bid Time: 2:30 pm**

We would like to thank you for giving us the opportunity and consideration to bid on the Fire Department Training Tower. Please accept this correspondence as our Statement of Interest and introductions for qualifications on this and any construction projects you may have on the horizon.

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

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

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

We have enjoyed a multitude of projects over the past 32 years of service to the Volusia County area and surrounding counties. Please do not hesitate to call us at: (386) 257-4448 with any questions.

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

Yours Very Truly,

Anthony Gregg Pifer, President

Tab 2 Company History

A.G. PIFER CONSTRUCTION CO. INC.

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



Original Office 1989

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

Tab 3 Company Qualifications and Capabilities

To Whom It May Concern,

We would like to thank you for giving us the opportunity and consideration to bid on the Fire Department Training Tower. Please accept this correspondence as our Statement of our firm's capacity to perform the work within the required schedule.



A.G. PIFER CONSTRUCTION CO. INC., *is confident that we are able to dedicate a team to provide Construction Services for the Fire Department Training Tower within the timeframe mentioned in the Request for Expression of Interest and Statement of Qualifications.*

Tab 4 Financial Stability / Litigation

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

Litigation Statement

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



Case No. 2014-10145-CIDL

A.G. Pifer Construction Co. Inc.

vs.

**International Design and
Construction, LLC**

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

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



Case No. 2016-30051-CICI

Tuff Turf, Inc.

vs.

A.G. Pifer Construction Co. Inc.

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

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

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

Nielson, Mosholder and Associates

Attn: Don Bramlage

4380 St. Johns Parkway,

Suite 110

Sanford, FL 32771

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

dbramlage@nielsonbonds.com

Bonding Letter

POWER NO. 0994592 00
General Power of Attorney

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

CERTIFIED COPY

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

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

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

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

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

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

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

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

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

State of Ohio
County of Medina ss.:

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

Notarial
Seal
Affixed



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

State of Ohio
County of Medina ss.:

CERTIFICATE

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

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

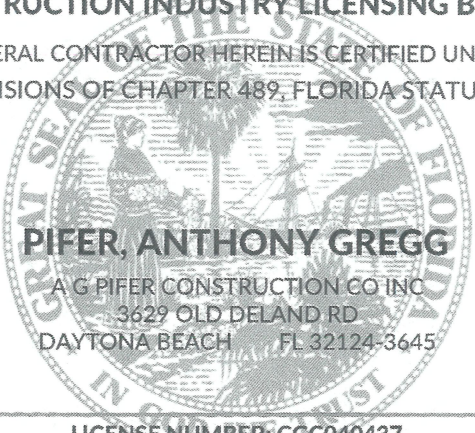
BPOAC (0.



By: 
Frank Carrino, Secretary

Tab 5 Licenses / Insurance

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

	Ron DeSantis, Governor	Halsey Beshears, Secretary	
STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION			
CONSTRUCTION INDUSTRY LICENSING BOARD			
THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES			
 PIFER, ANTHONY GREGG A G PIFER CONSTRUCTION CO INC 3629 OLD DELAND RD DAYTONA BEACH FL 32124-3645			
LICENSE NUMBER: CGC040437			
EXPIRATION DATE: AUGUST 31, 2022			
Always verify licenses online at MyFloridaLicense.com			
	Do not alter this document in any form. This is your license. It is unlawful for anyone other than the licensee to use this document.		

2020/ 2021

Volusia County Business Tax Receipt

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



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

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

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

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

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

Volusia County Business Tax Receipt

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

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



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



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

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

Certificate of Liability and Workers Compensation Insurance



CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

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

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

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

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

CERTIFICATE HOLDER

FOR INFORMATION ONLY ***** ***** USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2016/03)

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Tab 6 Client References and Experience for Similar Projects

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

-Albert Einstein

Client Reference #1

THE CITY OF PORT ORANGE

Mrs. Susan Lovallo

1000 City Center Circle, Port Orange, FL 32128

Ph: (386) 506-5851

E-mail: slovallo@port-orange.org

Client Reference #2

THE CITY OF NEW SMYRNA BEACH

Mr. Khalid Resheidat

210 Sams Avenue, New Smyrna Beach, FL 32168

Ph: (386) 424-2185

E-mail: kresheidat@cityofnsb.com

Client Reference #3

THE CITY OF ORANGE CITY

Mr. David Santiago / Mr. Raul Palenzuela

229 East Graves Avenue, Orange City, FL 32763

Ph: (386) 775-5440

E-mail: dsantiago@ourorangecity.com

Client Reference #4

COUNTY OF VOLUSIA

Mr. Jose Alvarez

123 W. Indiana Avenue, Deland, FL 32720

Ph: (386) 248-1760

E-mail: JAlvarez@volusia.org

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

A.G. PIFER CONSTRUCTION CO. INC.

Mr. Anthony Gregg Pifer

President

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

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

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

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

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

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

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



CONTACT INFORMATION

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

Experience

49 Years Experience in Construction

Tenure with AGP

32 Years with A.G.P.

Qualifications

State of Florida Certified General
Contractor CGC040437
Jessica Lunsford Certified
LEED Certified

Primary Role

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

A.G. PIFER CONSTRUCTION CO. INC.

Mr. William DeMattia

Senior Project Manager

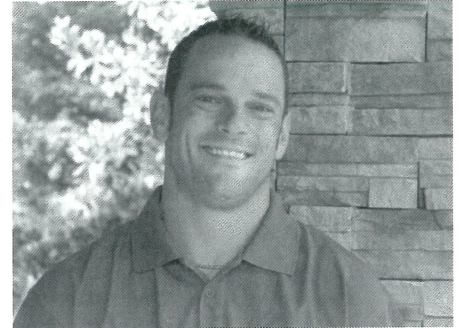
Mr. William DeMattia was hired by Mr. Pifer in October of 2005 at the young age of 21 years old. Eager to learn the construction field, Mr. DeMattia quickly found a place with the A.G. Pifer Construction crew and began developing his vast knowledge of construction.

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

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

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

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



CONTACT INFORMATION

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

Experience

16 Years Experience in Construction

Tenure with AGP

16 Years with A.G.P.

Qualifications

Notary Public

Primary Role

Senior Project Manager
Estimator
Superintendent
Site Coordinator
Client Contact

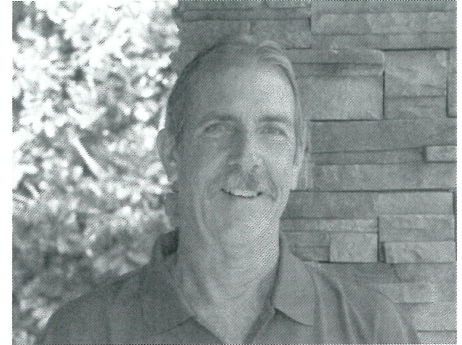
A.G. PIFER CONSTRUCTION CO. INC.

Mr. John Griswold

Senior Superintendent

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

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



CONTACT INFORMATION

3629 Old Deland Road
Daytona Beach, Florida 32124

Ph: (386) 257-4448

Fx: (386) 257-5503

E-mail: AGPiferInc@gmail.com

Experience

59 Years Experience in Construction

Tenure with AGP

17 Years with A.G.P.

Qualifications

Lead Certified

Jessica Lunsford Certified

Primary Role

Senior Superintendent

A.G. PIFER CONSTRUCTION CO. INC.

Mr. Timothy Caldwell

Project Manager / Estimator

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

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

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

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

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



CONTACT INFORMATION

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

Experience

32 Years Experience in Construction

Tenure with AGP

16 Years with A.G.P.

Qualifications

Notary Public

Primary Role

Project Manager
Estimator
Superintendent
Site Coordinator
Client Contact

United States Environmental Protection Agency

This is to certify that



A.G. Pifer Construction Co., Inc.

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

In the Jurisdiction of:

All EPA Administered States, Tribes, and Territories

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

NAT-66541-3

Certification #

July 13, 2020

Issued On



Michelle Price

Michelle Price, Chief

Lead, Heavy Metals, and Inorganics Branch



NAT-66541-3



CERTIFICATE OF LIABILITY INSURANCE

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

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

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PRODUCER Apex Insurance Resources LLC 777 Deltona Blvd Suite 28 Deltona FL 32725		CONTACT NAME: Certificates PHONE (A/C, No, Ext): 386-218-2005 FAX (A/C, No): 800-620-8849 E-MAIL ADDRESS: info@apexinsuranceresources.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: American Interstate Insurance Company	
		INSURER B: Colony Insurance Company	
		INSURER C: Evanston Insurance Company	
		INSURER D:	
		INSURER E:	
		INSURER F:	

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

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

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

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

CERTIFICATE HOLDER **CANCELLATION**

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

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CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

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

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

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

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

*Umbrella covers Automobile, Workers Compensation and General Liability.

CERTIFICATE HOLDER

FOR INFORMATION ONLY
XXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXX

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Autumn Scarsella

W056088

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/09/2020

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

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PRODUCER  STATE FARM INSURANCE COMPANY 4554 S CLYDE MORRIS BLVD STE 3 PORT ORANGE, FL 32129	CONTACT NAME: SHERRILL SCHULTZ	
	PHONE (A/C, No, Ext): 386-675-6355	FAX (A/C, No):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : State Farm Mutual Automobile Insurance Company		25178
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED A.G. PIFER CONSTRUCTION CO INC 3629 OLD DELAND RD DAYTONA BEACH FL 32124
--

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	E85 0481-B09-59B J29 0698-E21-59 142 2651-E04-59W 954 1595-E23-59H	08/09/2020 11/21/2020 11/04/2020 11/23/2020	02/09/2021 05/21/2021 05/04/2021 05/23/2021	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

2017 RAM 2500 PICKUP VIN: 3C6UR5MJ4HG782132
2019 CHEVROLET SILVERADO PICKUP VIN: 3GCNWAHEHXKG243337
2014 CHEVROLET C1500 PICKUP VIN: 1GCRCPHEHXEZ132594
2007 CHEVROLET K3500 PICKUP VIN: 1GCHK33687F510733
OPERATION: CONSTRUCTION REMODELING ADDITIONAL INSURED

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Laura Eversole

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/09/2020

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

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

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

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			997 5908-C26-59D	09/26/2020	03/26/2021	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N ☒ N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

2005 GMC BOX TRUCK VIN: 1GDJG31V651907635

OPERATION: CONSTRUCTION/REMODELING ADDITIONAL INSURED:

CERTIFICATE HOLDER**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

Laura Eversole

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FORM 7.9 – LISTING OF SUBCONTRACTORS

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

Subcontractor No. 1

Name: Brad's Concrete, Inc

Description of Work: Concrete Work

Percent of Contract Price: 19%

Previous Experience Together: Yes/No Yes

Subcontractor No. 2

Name: Harty Construction Inc

Description of Work: Fire Training Tower Erection

Percent of Contract Price: 56%

Previous Experience Together: Yes/No No

Subcontractor No. 3

Name: Giles Electric Co., Inc

Description of Work: Install Temp Power

Percent of Contract Price: 5%

Previous Experience Together: Yes/No Yes

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 – CERTIFICATE AS TO CORPORATE PRINCIPAL

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



Signature
AFFIX CORPORATE SEAL

This document must be completed and returned with your Submittal

FORM 7.11 - LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

*This declaration is executed under penalty of perjury of the laws to the United States and State of Florida***THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:**RFSQ/RFP/ITN/BID/CONTRACT/PROJECT#(as applicable): ITB# 20-14BUSINESS NAME: A. G. Pifer Construction Co., Inc. CONTACT PERSON/TITLE: Anthony Gregg Pifer, President MAILING ADDRESS: 3629 Old Deland RdCITY-STATE-ZIP: Daytona Beach, FL 32124 Length of Time at Address Provided: 32Physical Presence of Business: ☒ Headquarters, ☐ Manufacturing Facility, or ☐ Locally Owned FranchiseAnd within Legal Boundaries: ☐ The City of Port Orange ☒ Volusia County ☐ The State ofFlorida FEIN (Federal Employer Identification Number): 59-2986219BUSINESS STRUCTURE: ☒ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship☐ Other (Specify): _____PHONE NUMBER: 386-257-4448 FAX: 386-257-5503EMAIL: AGPiferInc@gmail.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 bidder 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.

A. G. Pifer Construction Co., Inc.

Name of Business

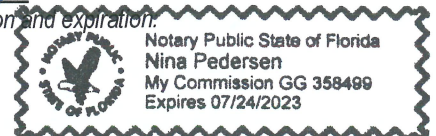
By: _____

Printed Name: Anthony Gregg PiferTitle: PresidentSTATE OF FloridaCOUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of X physical presence or _____ online notarization, this 12th day of February, 2021, by Anthony Gregg Pifer, as President of A. G. Pifer Construction Co., Inc., a Florida Corporation. He or she is X personally known or _____ produced _____ as identification.

Nina Pedersen
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

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

2020/ 2021

Volusia County Business Tax Receipt

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



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

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

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

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

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

Volusia County Business Tax Receipt

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

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



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



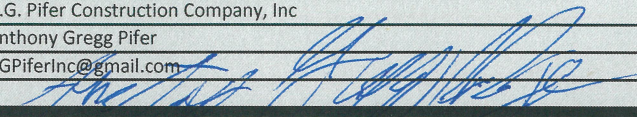
Account # 198711160004 Expires: September 30, 2021
Business Location: 3629 OLD DELAND RD

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

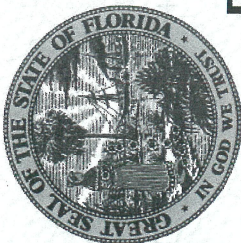
**"ATTACHMENT 1" ITB 20-14 SCHEDULE OF UNIT PRICING****BID FORM****CITY OF PORT ORANGE****ITB 20-14 Fire Department Training Tower Excavation, Foundation and Erection**Completed Attachment 1 Bid Proposal form **MUST** be included with Bid Submission

Instruction to save Attachment from Demandstar website:

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

Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated, if submitted electronically.**NAME OF BUSINESS:** A.G. Pifer Construction Company, Inc**CONTACT PERSON:** Anthony Gregg Pifer**EMAIL ADDRESS:** AGPiferInc@gmail.com**AUTHORIZED SIGNATURE:** 

ITEM #	DESCRIPTION	QTY	UNIT	TOTAL UNIT COST	EXTENDED COST
A	PROJECT ITEMS				
1	Mobilization/Demobilization	1	LS	\$ 90,120.00	\$ 90,120.00
2	Survey Layout & Staking	1	LS	\$ 6,000.00	\$ 6,000.00
3	Clearing	1	LS	\$ -	\$ -
4	Certified As-Built Survey	1	LS	\$ 3,500.00	\$ 3,500.00
				Part A Subtotal	\$ 99,620.00
B	SITE ITEMS				
1	Grading	1	LS	\$ 3,500.00	\$ 3,500.00
2	Subgrade Preparation	1	LS	\$ 5,000.00	\$ 5,000.00
3	6" Concrete Apron	76	CY	\$ 333.04	\$ 25,311.04
				Part B Subtotal	\$ 33,811.04
C	BUILDING/FOUNDATION ERECTION				
1	Building Foundation, Piers, Slab	1	LS	\$ 49,920.00	\$ 49,920.00
2	Building Erection (Building Furnished to Site	1	LS	\$ 224,400.00	\$ 224,400.00
				Part C Subtotal	\$ 274,320.00
				TOTAL BID (Sum of Parts A, B and C)	\$ 407,751.04
Confirm the number of calendar days to complete upon receipt of PO:				\$ 120.00	Days
Shall warrant all materials, labor and workmanship for the minimum period of:				\$ 1.00	Years
AWARD: THIS BID WILL BE AWARDED TO THE LOWEST, RESPONSIVE, RESPONSIBLE BIDDER					



Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

PIFER, ANTHONY GREGG

A G PIFER CONSTRUCTION CO INC

3629 OLD DELAND RD

DAYTONA BEACH FL 32124-3645

LICENSE NUMBER: CGC040437

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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

BID BOND

BID BOND

Bond No.: n/a

KNOW ALL MEN BY THESE PRESENTS that A.G. PIFER CONSTRUCTION, INC., as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 3629 Old Deland Road, Daytona Beach, FL 32124, Tel.: (386) 257-4448, (hereinafter called "PRINCIPAL"), and Westfield Insurance Company, as SURETY, duly authorized to conduct business in the State of Florida, whose principal place of business is located at P. O. Box 5001, Westfield Center, OH 44251, Tel.: 330-887-0101 (hereinafter called "SURETY"), are held and firmly bound unto the City of Port Orange, Florida, as CITY, a Florida municipal corporation, whose address is City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, Tel.: (386) 506-5501, (hereinafter called "OBLIGEE" or "CITY"), in the penal sum of -Five Percent of Proposed Bid- dollars and (----)/100 (\$ ---5%---), lawful money of the United States, for the payment of which sum shall and truly be made, whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas the Principal has submitted the accompanying bid, dated February 12, 2021, for:

Project Name / Bid No.: Fire Department Training Tower
ITB #20-14

Project Address: Port Orange, Florida

Legal Description: Fire Department Training Tower
ITB #20-14 - City of Port Orange, Florida

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 12th day of February, 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 A.G. PIPER CONSTRUCTION, INC.

Signature

Corporate Officer & Title

ATTEST:

Signature

Corporate Secretary (Affix Corporate Seal)

WITNESSES:

Signature

ATTEST:

see attached power of attorney

Signature

Corporate Secretary (Affix Corporate Seal)

SURETY: Westfield Insurance Company

Attorney-in-Fact (signature)

Laura D. Mosholder, Attorney-In-Fact

Name & Title

Laura D. Mosholder

Name of Local Resident Agent

4380 St. Johns Parkway, Suite 110 Sanford, FL 32771

City, State, Zip

407-330-3990

Telephone:

A.M. Best No.: 002382 NAIC No.: 24112

STATE OF Florida

COUNTY OF Seminole

Before me this day personally appeared Laura D. Mosholder (affiant), who, being duly sworn, deposes and says that he/she is the Attorney-in-Fact for the Westfield Insurance Company (corporate surety) and that this person has been authorized by Westfield 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.

Signature of Affiant Laura D. Mosholder

Sworn to / Affirmed and subscribed before me this 12th day of February, 2021, by

Laura D. Mosholder

who is personally known to me or who produced

n/a as identification.

NOTARY PUBLIC -- STATE OF Florida

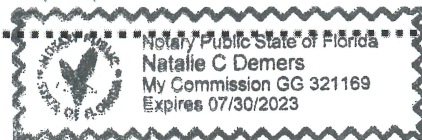
Type or print name: Natalie C. Demers

Commission No.: GG 321169

Commission Expires: July 30, 2023

(Seal)

END OF BID BOND



This document must be completed and returned with your Submittal

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 02/20/20, FOR ANY PERSON OR PERSONS NAMED BELOW.

General
Power
of Attorney

CERTIFIED COPY

POWER NO. 0994592 00

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

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
DON BRAMLAGE, LAURA D. MOSHOLDER, EDWARD M. CLARK, JOINTLY OR SEVERALLY

of ST PETERSBURG and State of FL 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, recognizances, undertakings, or other instruments or contracts of suretyship.

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

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

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

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

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

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 20th day of FEBRUARY A.D., 2020.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By:
Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this 20th day of FEBRUARY A.D., 2020, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Hartford, CT; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed

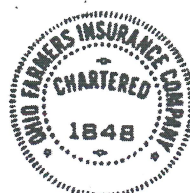


David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

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

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 12th day of February A.D., 2021.



Frank A. Carrino, Secretary

BPOAC2 (combined) (06-02)

AFFIDAVIT REGARDING WORKERS' COMPENSATION

IMPORTANT

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

State of Florida

County of Volusia

I, Anthony Gregg Pifer, 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 American Interstate Insurance Company Company, under the terms of Policy Number AVWCFL2918922020 for a period from 08/22, 20 20 to 08/22, 20 21.

WITNESS:

By: [Signature]
Name: Timothy Caldwell

CONTRACTOR:

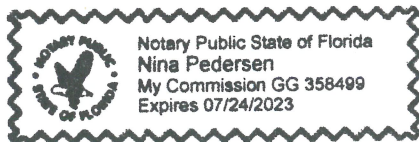
Company: A. G. Pifer Construction Co., Inc

By: [Signature]
Name/Title: Anthony Gregg Pifer, President

Sworn to and subscribed before me this 16th day of February, 20 21.

My Commission Expires: 07/24/2023

[Signature]
Notary Public



Nina Pedersen

Notary Public Printed Name

LEASED EMPLOYEE AFFIDAVIT EXHIBIT

CONTRACT # ITB 20-14

☒ 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: Anthony Gregg Pifer

Signature of Owner/Officer: _____

Title: President Date: 02/16/2021



NOTICE OF INTENT TO AWARD

ITB 20-14 Fire Department Training Tower Excavation, Foundation, and Erection February 15, 2021

On February 12, 2021, Purchasing received two (2) bids for ITB 20-14 Fire Department Training Tower Excavation, Foundation, and Erection.

After review of the bids submitted, City Staff has made its recommendation to award to the lowest bidder, A. G. Pifer Construction Co., Inc. of Daytona Beach, FL, for the Total Bid Amount of \$407,751.04.

Recommendation to award will be presented for City Council approval on March 16, 2021.

**Michael Hall
Purchasing Agent**

CITY OF PORT ORANGE, FLORIDA

INVITATION TO BID

"Attachment A" BID SET – Drawings

FIRE DEPARTMENT TRAINING TOWER EXCAVATION, FOUNDATION AND ERECTION

Drawings can be found on the City of Port Orange website. See link for attachment of documents:

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

"Attachment A" ITB 20-14 Bid Set - Drawings for FIRE DEPARTMENT TRAINING TOWER
EXCAVATION, FOUNDATION AND ERECTION



ITB #20-14

Prepared by: Michael Hall, Buyer

Release Date: January 8, 2021

Bid Due Date & Time: February 12, 2021 @ 2:30 PM

City of Port Orange, Florida

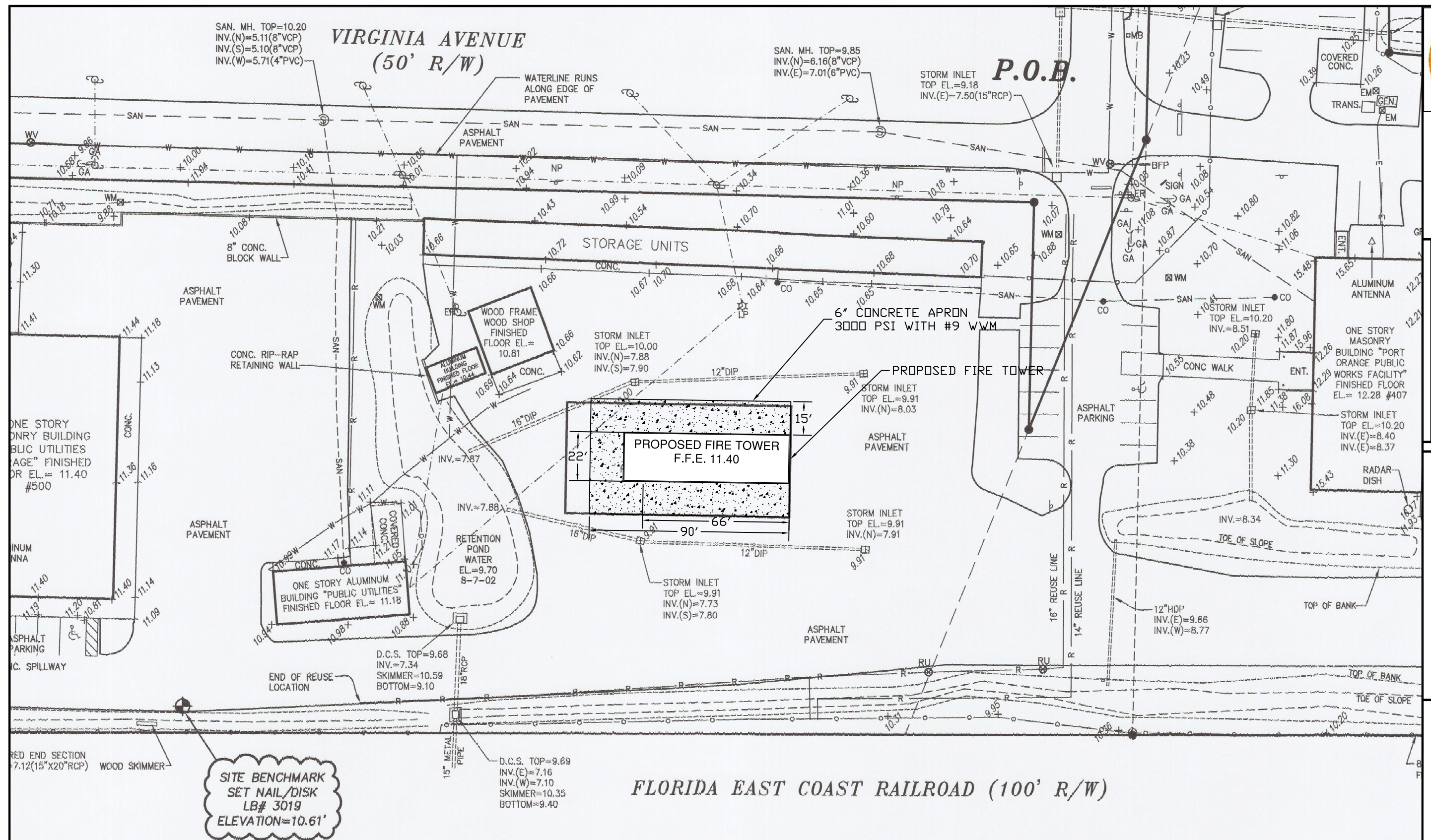
1000 City Center Circle

Port Orange, FL 32129

(386) 506-5740

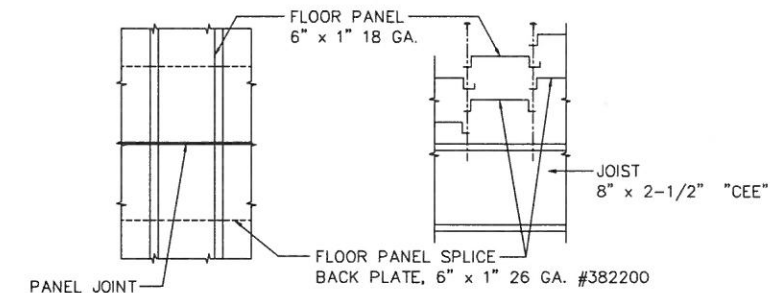
purchdiv@port-orange.org

www.port-orange.org

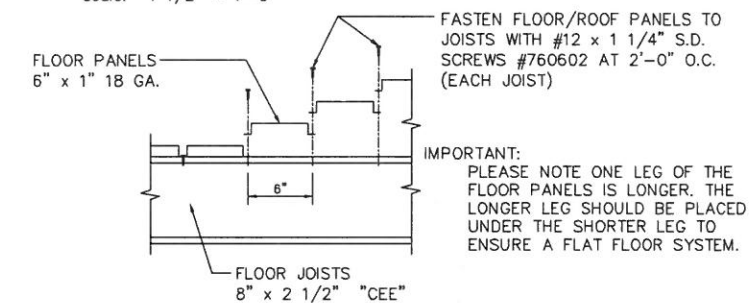


North arrow for reference only -
coordinate actual orientation on site

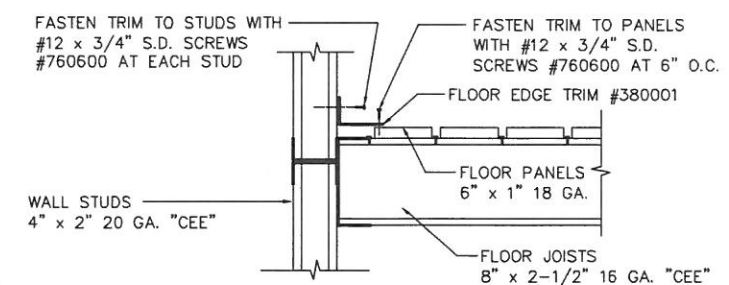
ROOF LIVE LOAD: 100 PSF
FLOOR LIVE LOAD: 100 PSF
WIND LOAD: 140 MPH; RISK CAT II; EXP C
SEISMIC DESIGN CAT: LOCAL
SITE CLASS: LOCAL
DESIGN CODE: LOCAL & NFPA 1402



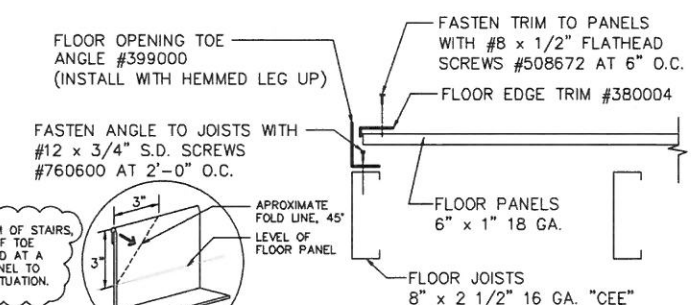
scale: 1 1/2" = 1'-0"



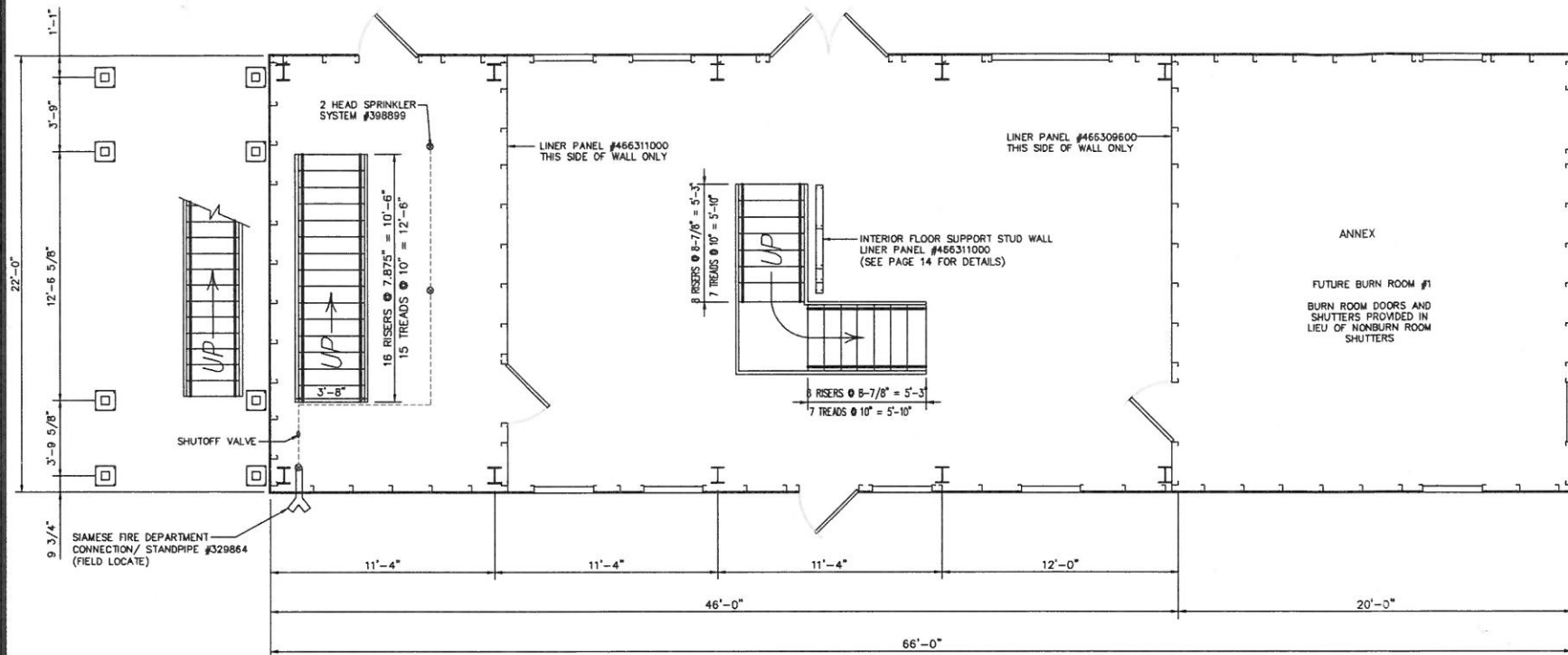
scale: $1 \frac{1}{2}'' = 1'-0''$



scale: $1 \frac{1}{2}'' = 1'-0''$

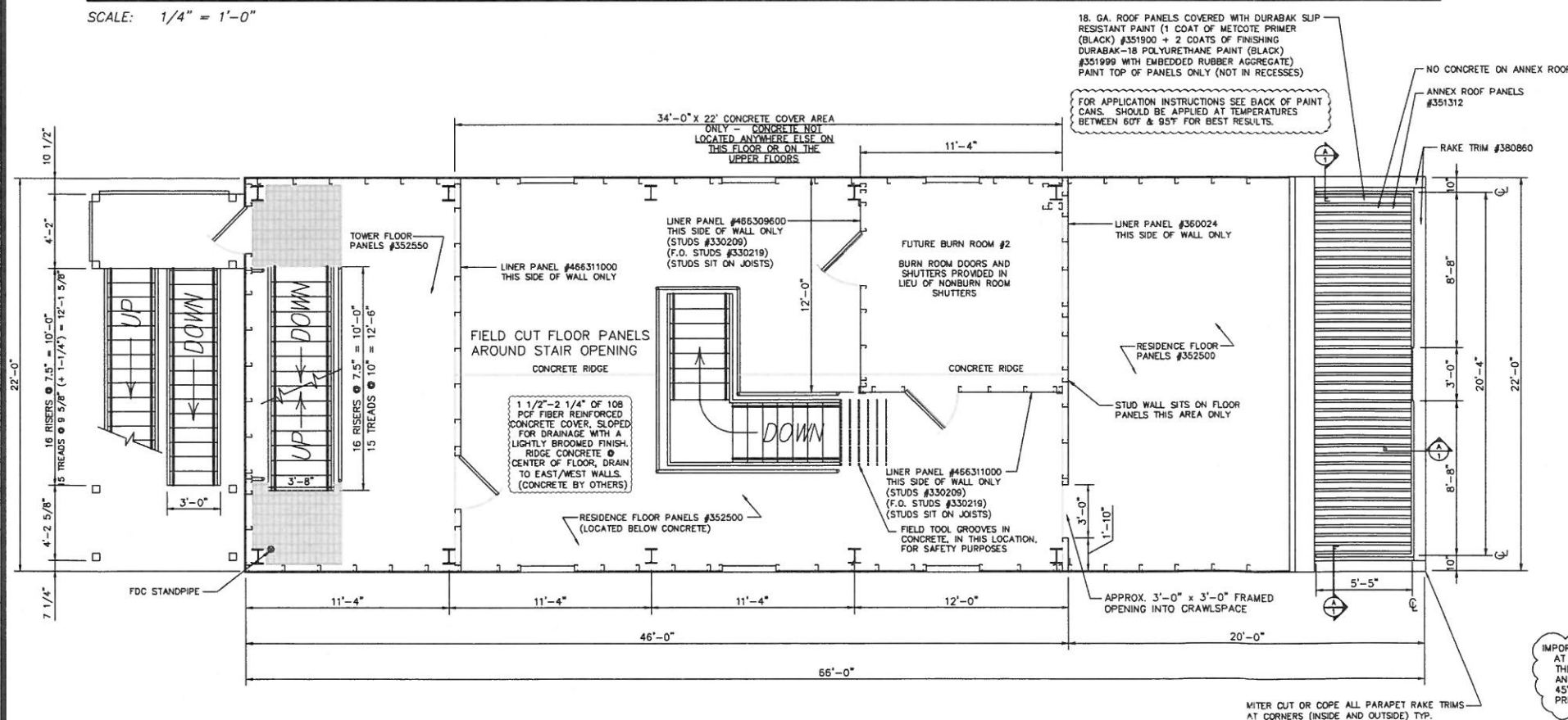


scale: 1 1/2" = 1'-0"



FIRST FLOOR PLAN

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



SECOND FLOOR PLAN

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

[illegible]

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FIRE FACILITIES

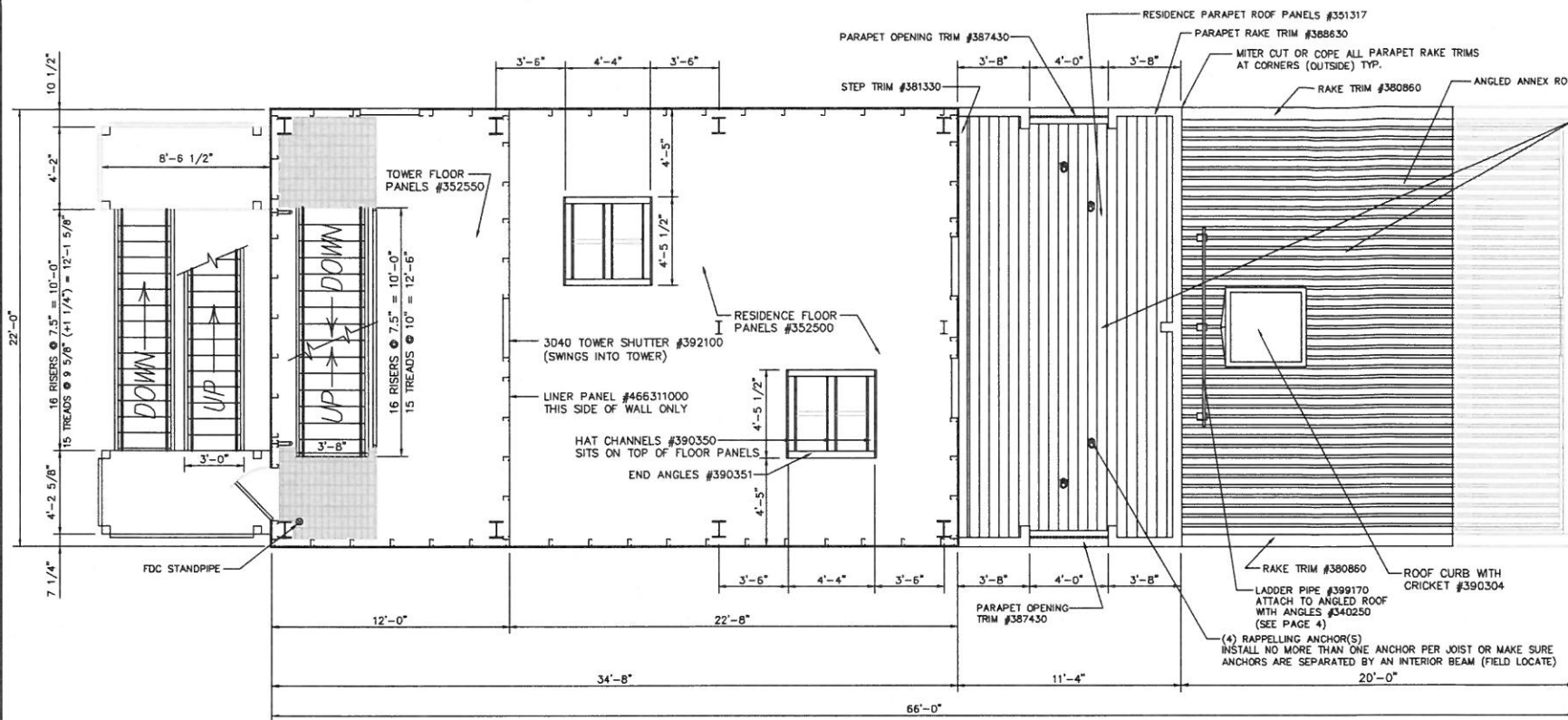
STEEL FIRE TRAINING TOWERS

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WESCO MODEL WH-4
CUSTOM
PORT ORANGE, FL

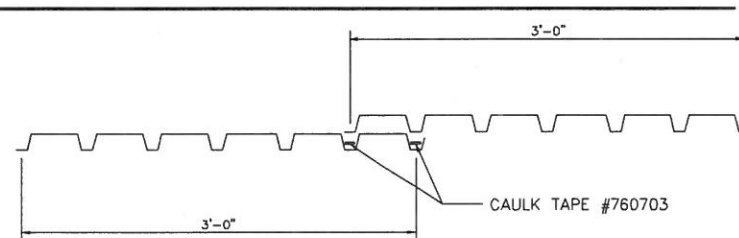
Date:	MAY 29, 2018
Drawn by:	GWL
Checked by:	SPW
Scale:	SHOWN
Order No.	#5062
Sheet No.	

01 of 04



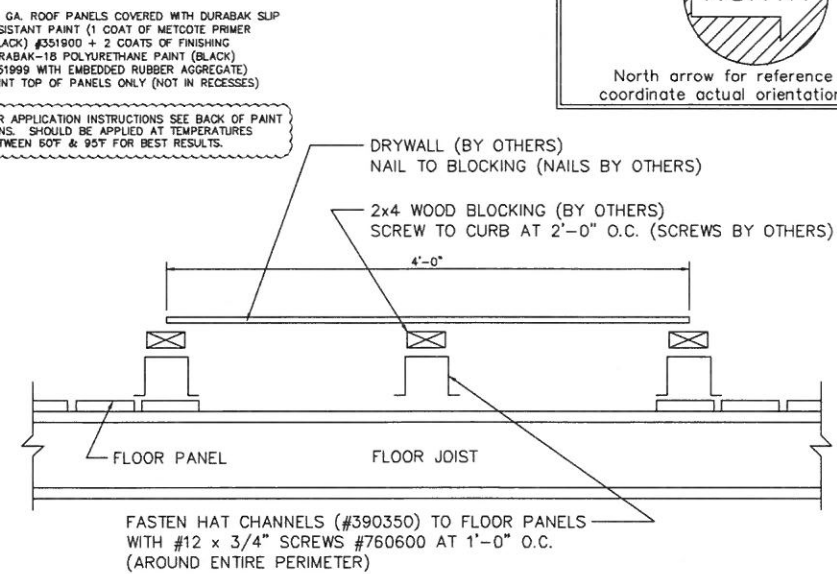
TOWER THIRD FLOOR & ATTIC PLAN

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



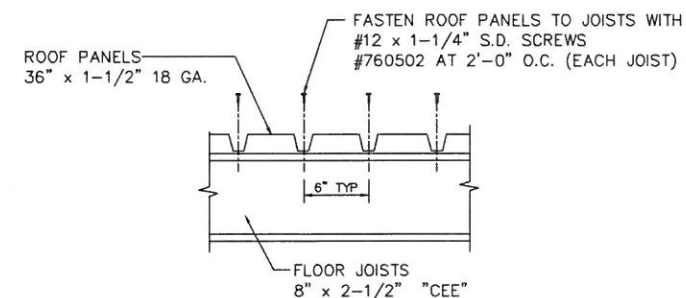
TYPICAL ROOF PANEL OVERLAP

scale: 1 1/2" = 1'-0"



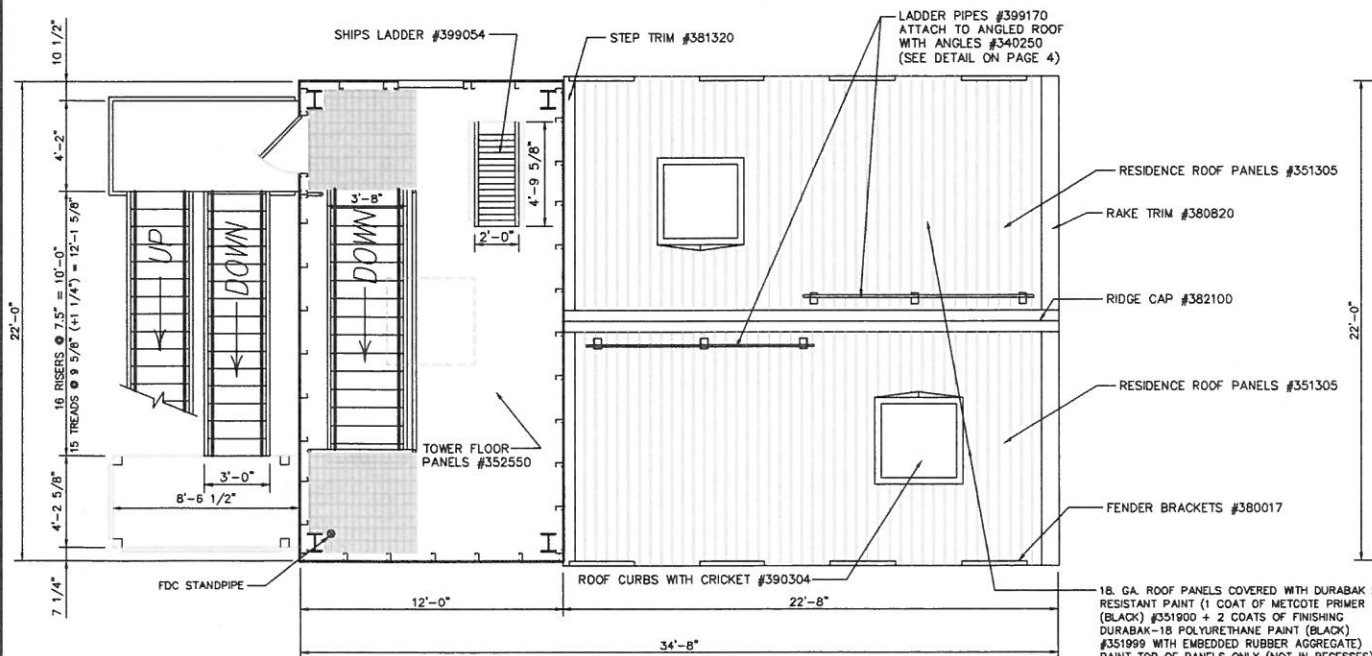
SECTION THRU DRYWALL CURB

scale: 1 1/2" = 1'-0"



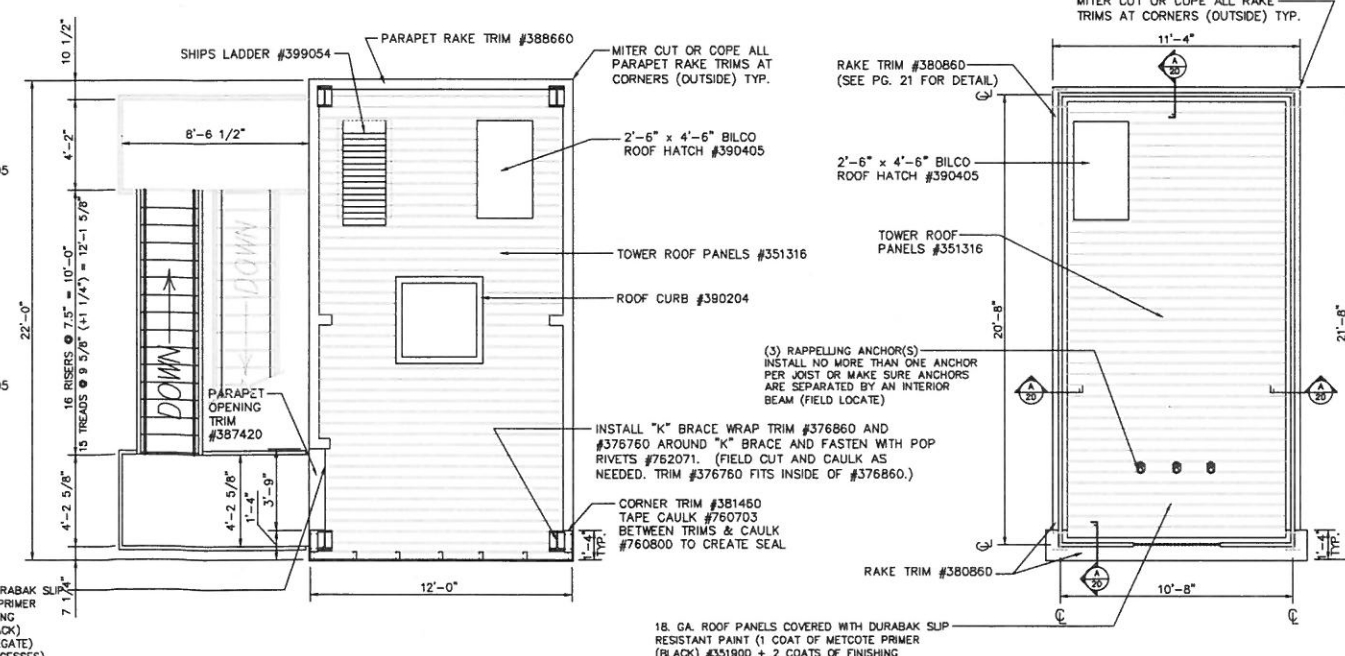
TYPICAL ROOF PANEL FASTENING DETAIL

scale: 1 1/2" = 1'-0"



TOWER FOURTH FLOOR AND RESIDENCE ROOF PLAN

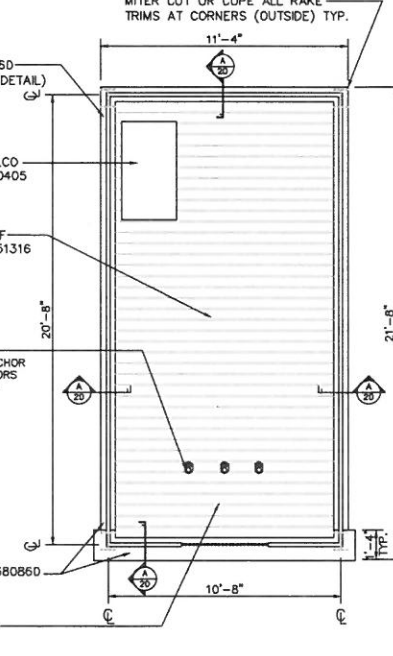
SCALE: 1/4" = 1'-0"



LOWER TOWER ROOF PLAN

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

FOR APPLICATION INSTRUCTIONS SEE BACK OF PAINT CANS. SHOULD BE APPLIED AT TEMPERATURES BETWEEN 60°F & 95°F FOR BEST RESULTS.



UPPER TOWER ROOF PLAN

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

REVISIONS	by
REV. A: 8/6/19	SPW
REV. B: 3/25/20	DMK
REV. C: 5/4/20	DMK

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STEEL FIRE TRAINING TOWERS

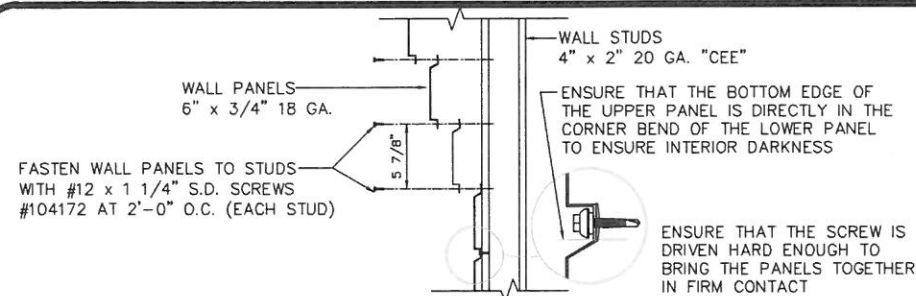


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WESCO MODEL WH-4
CUSTOM
PORT ORANGE, FL

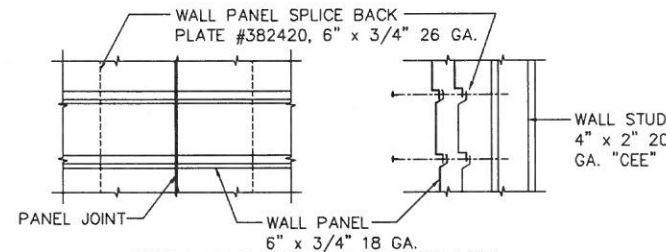
Job Description:

Date: MAY 29, 2018
Drawn by: GWL
Checked by: SPW
Scale: SHOWN
Order No. #5062
Sheet No.



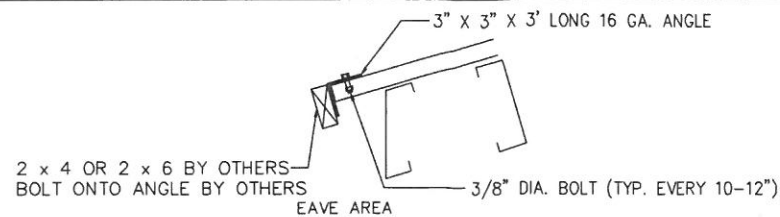
TYPICAL WALL PANEL FASTENING DETAIL

scale: 1 1/2" = 1'-0"



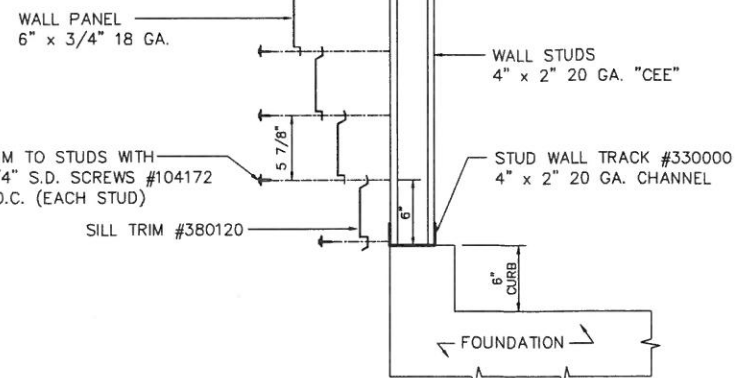
WALL PANEL SPLICE PLATE

scale: 1 1/2" = 1'-0"



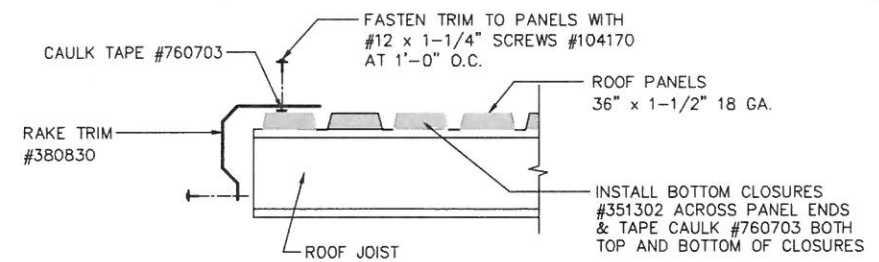
BRACKETS FOR 2X4 FENDER DETAILS

scale: 1 1/2" = 1'-0"

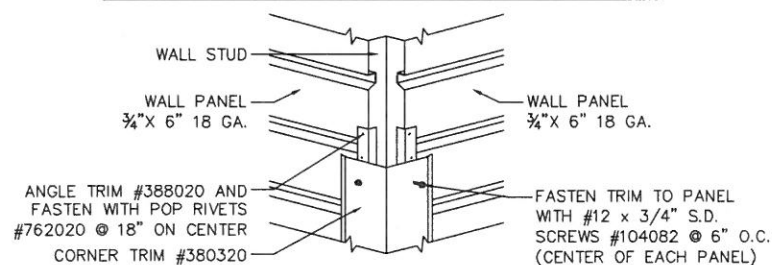


TYPICAL SILL DETAIL

scale: 1 1/2" = 1'-0"

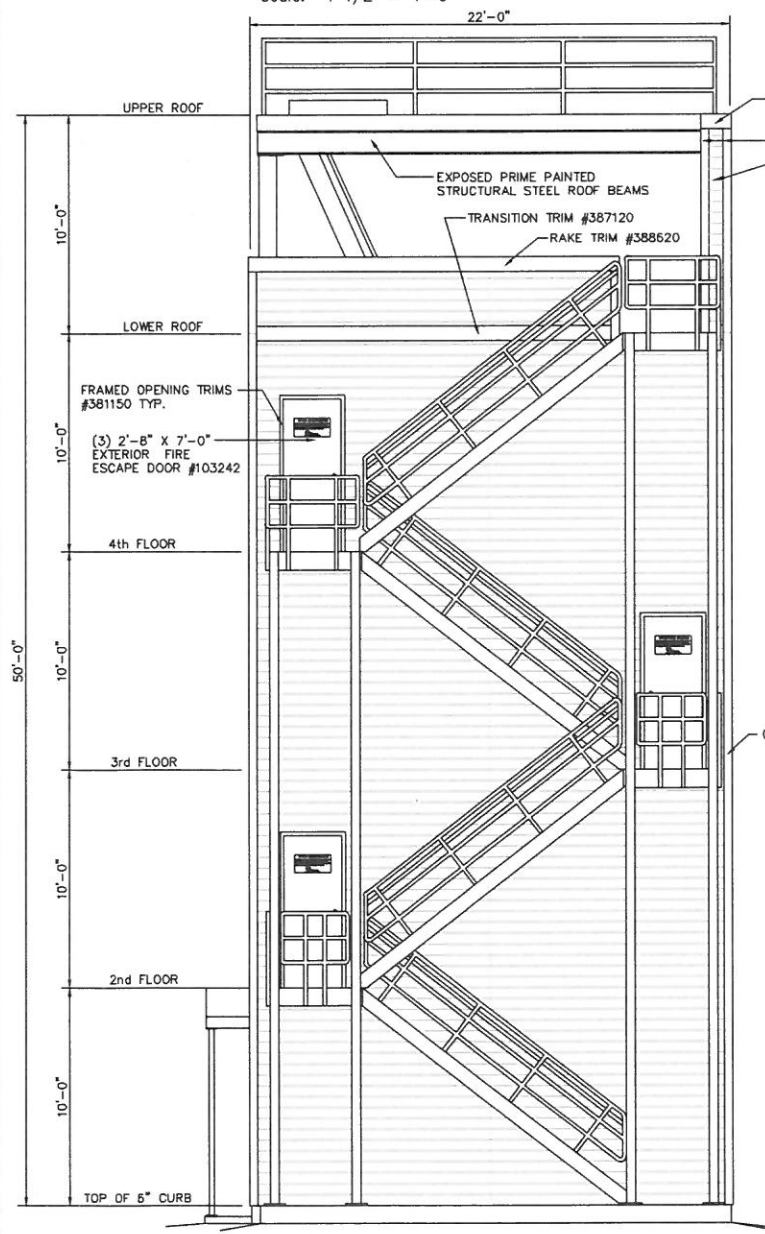


UPPER ROOF RAKE TRIM DETAIL



TYPICAL EXTERIOR CORNER TRIM DETAIL

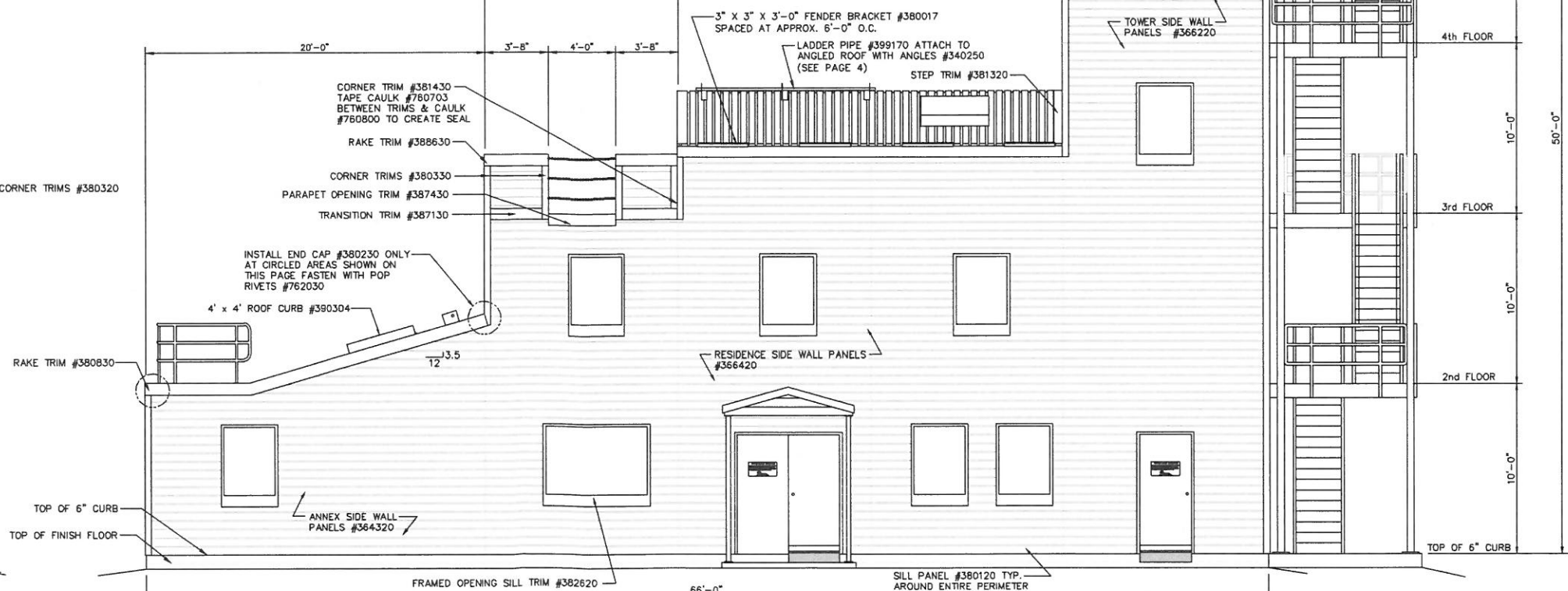
scale: 1 1/2" = 1'-0"



SOUTH END ELEVATION

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

- NOTES:
1. WALL PANEL MUST BE FIELD CUT AROUND FRAMED OPENINGS
 2. TRIMS ARE IN STANDARD 10' LENGTHS SOME FIELD CUTTING OF TRIMS IS REQUIRED



WEST SIDE ELEVATION

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

REVISIONS	by
REV. A: 8/6/19	SPW
REV. B: 3/25/20	DWK
REV. C: 5/4/20	DWK

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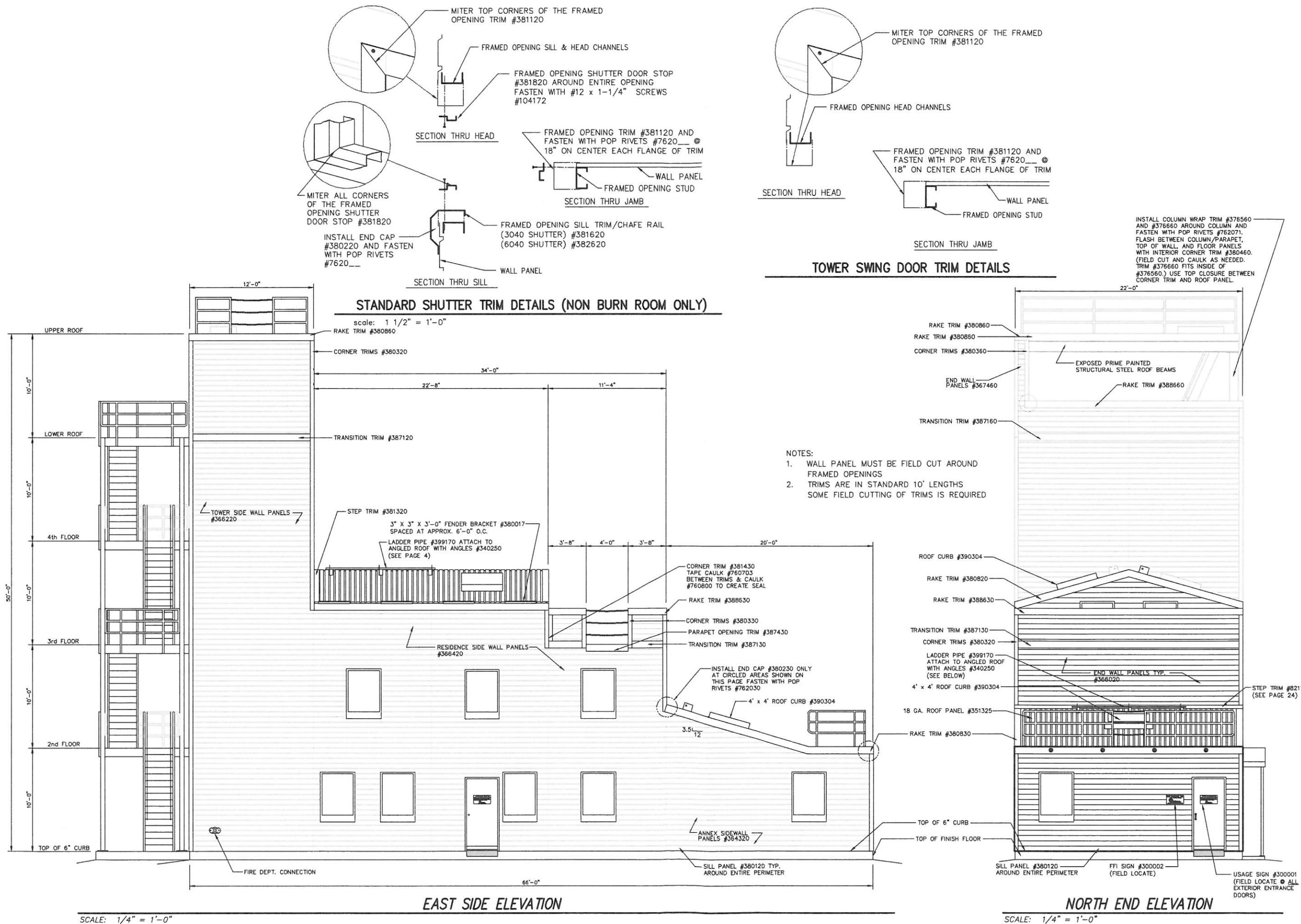
FIRE FACILITIES
STEEL FIRE TRAINING TOWERS



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WWW.FIREFACILITIES.COM, INFO@FIREFACILITIES.COM

Job Description: **WESCO MODEL WH-4**
CUSTOM
PORT ORANGE, FL

Date: MAY 29, 2018
Drawn by: GWL
Checked by: SPW
Scale: SHOWN
Order No. #5062
Sheet No.



1. SCHEDULE OF CONCRETE MIX REQUIREMENTS:			
<u>USE</u>	<u>28 DAY STRENGTH</u>	<u>SUMP (INCH)</u>	<u>MAX AGGREGATE (INCH)</u>
FLOOR SLABS	3000 PSI	3"	3/4"
WALLS & PIERS	4000 PSI	5"	3/4"
FOOTINGS/MATS	3000 PSI	5"	1 1/2"

2. CONCRETE EXPOSED TO WEATHER (OUTSIDE SLABS, FLOOR SLABS, CURBS, ETC.) SHALL CONTAIN 4 TO 7 PERCENT AIR BY VOLUME.
3. FREE DRAINING FILL SHALL CONFORM TO ASTM D422.
4. CONCRETE SHALL CONFORM TO ASTM C150, TYPE II.
5. AGGREGATE SHALL CONFORM TO ASTM C-33.
6. REINFORCING STEEL SHALL CONFORM TO ASTM A615—GRADE 60.
7. WELDED WIRE FABRIC SHALL CONFORM TO ASTM A185.
8. LAP ALL HORIZONTAL REINFORCING 3'-0" AT SIDE LAPS AND 1'-0" (HOOK) AT CORNERS, MIN. LAP ALL WELDED WIRE FABRIC 8" AT SIDE AND END LAPS.
9. SITE SHALL BE PREPARED AS RECOMMENDED IN SOIL REPORT PREPARED BY SHANNON & WILSON, INC. OF RICHLAND, WA ON MAY 11, 2004. FOUNDATION IS DESIGNED FOR A SOIL BEARING OF 3,000 PSF. PLEASE NOTIFY PROFESSIONAL IN CHARGE OF THE SOIL REPORT OF ANY UNUSUAL SOIL CONDITIONS.
10. COMPACT FILL UNDER FLOOR SLABS 95% TO DENSITY PLACE 6 INCHES OF FREE DRAINING FILL UNDER ALL SLABS. REMOVE ALL MATERIAL UNDER THE FOOTINGS THAT DO NOT COMPLY WITH A SOIL BEARING PRESSURE OF 3,000 PSF. REPLACE THIS MATERIAL WITH ENGINEERED FILL UNDER ALL FOOTINGS (95% COMPACTION) IN 8" MAXIMUM LIFTS.
11. PLACE CONSTRUCTION JOINTS AT 15'-0" O.C. MAXIMUM IN EACH DIRECTION FOR ALL FLOOR SLABS
12. FIBERMESH SHOULD BE INCORPORATED IN ALL CONCRETE FLOOR SLABS TO MINIMIZE THERMAL CRACKING.

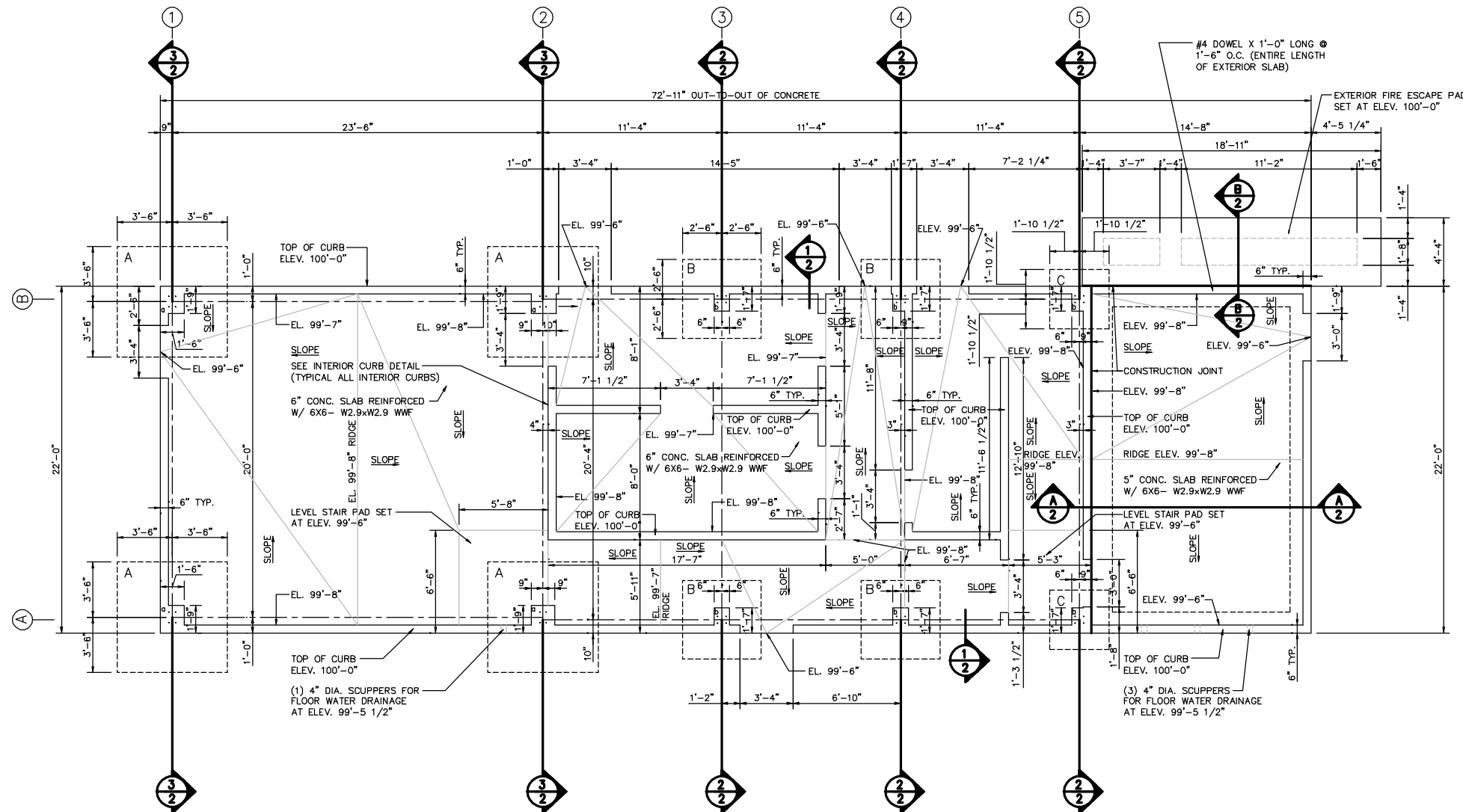
MARK	SIZE	TOP STEEL		BOTTOM STEEL		PIER DOWELS
		LONGITUDINAL	TRANSVERSE	LONGITUDINAL	TRANSVERSE	
A	7'-0" X 7'-0" X 1'-6"	8 - #5'S	8 - #5'S	8 - #5'S	8 - #5'S	4 - #7'S
B	5'-0" X 5'-0" X 1'-6"	6 - #5'S	6 - #5'S	6 - #5'S	6 - #5'S	4 - #5'S
C	3'-9" X 3'-9" X 1'-6"	4 - #5'S	4 - #5'S	4 - #5'S	4 - #5'S	4 - #5'S

1. TOP OF CURB ELEVATION IS 100'-0".
TOP ELEVATION OF ALL FOOTINGS IS 97'-6".
2. COORDINATE PLAN ELEVATIONS WITH SITE ELEVATIONS.



North arrow for reference only –
coordinate actual orientation on site

PRELIMINARY DRAWING
ESTIMATING ONLY

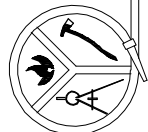


FOUNDATION PLAN

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

[illegible]

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TOLL FREE (800) 929-3726 TOLL FREE FAX (866) 639-7012

Job Description:

WESCO MODEL WT-4

TYPICAL

Sheet Title:
FOUNDATION DESIGN

Doc	102010
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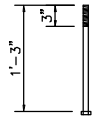
Checked by:

Scale: SLIGHTLY MODERATELY EXTREMELY

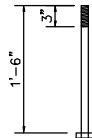
Order No.

Sheet No.

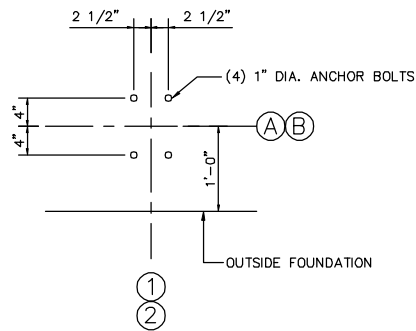
01 of 02



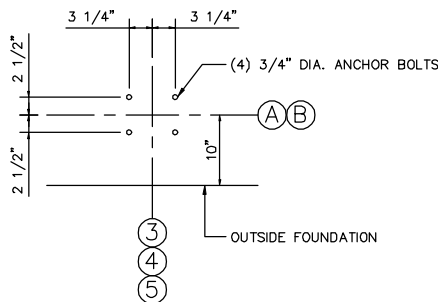
3/4" DIA. F1554 (GRADE 36) HEX HEAD BOLT
scale: 1" = 1'-0"



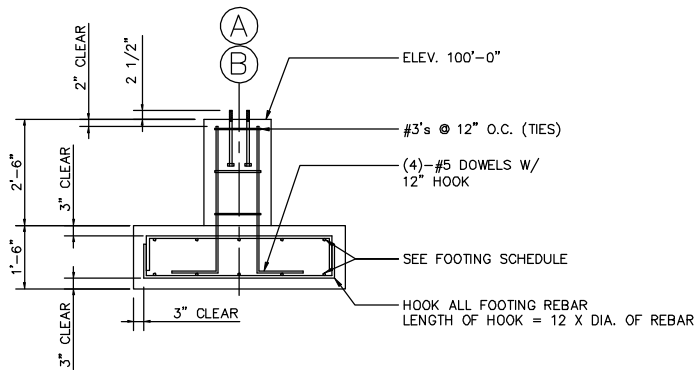
1" DIA. F1554 (GRADE 36) HEX HEAD BOLT
scale: 1" = 1'-0"



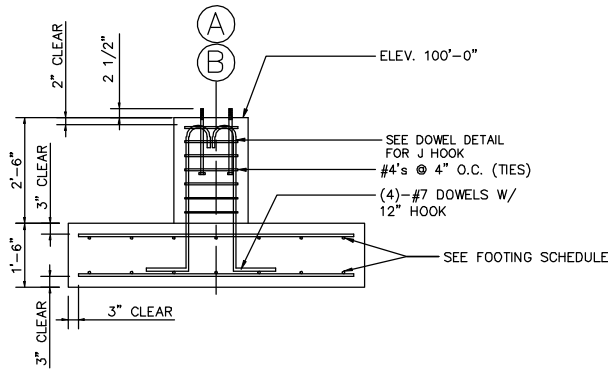
a BOLT SECTION PATTERN
scale: 1" = 1'-0"



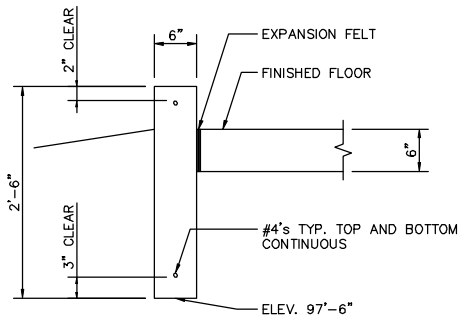
b BOLT SECTION PATTERN
scale: 1" = 1'-0"



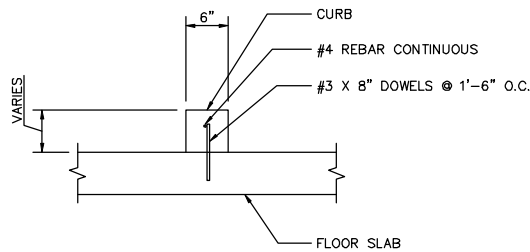
2 SECTION THROUGH PIER
scale: 1/2" = 1'-0"



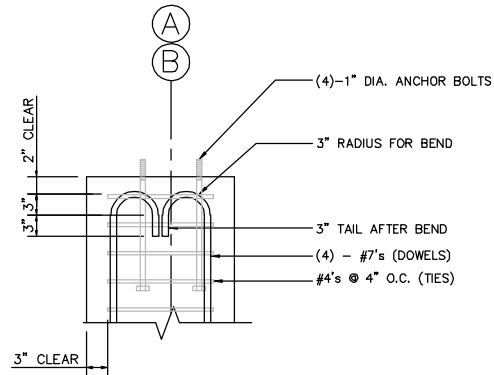
3 SECTION THROUGH PIER
scale: 1/2" = 1'-0"



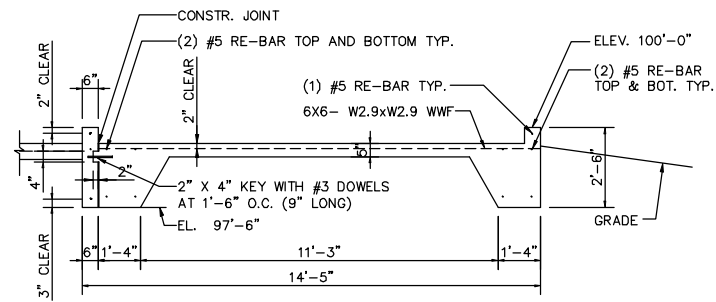
1 TYPICAL WALL SECTION
scale: 1" = 1'-0"



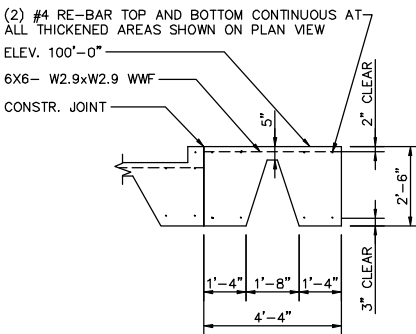
DETAIL FOR INTERIOR CURBS
scale: 1" = 1'-0"



DOWEL DETAIL FOR J HOOK
scale: 1" = 1'-0"



TYPICAL SECTION A--A
scale: 3/8" = 1'-0"



TYPICAL SECTION B--B
scale: 3/8" = 1'-0"

PRELIMINARY DRAWING
ESTIMATING ONLY

REVISIONS		by



CITY OF PORT ORANGE

PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5704
purchdiv@port-orange.org

ADDENDUM NO. # 1

January 20, 2021

ITB #20-14 Fire Department Training Tower Excavation, Foundation and Erection

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated January 8, 2021 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 Geotechnical Evaluation Report from Universal Engineering for the site of the Fire Department Training Tower.

B. CHANGES TO SPECIFICATIONS

N/A

C. QUESTIONS AND ANSWERS

N/A

Michael Hall
Purchasing Agent
mhall@port-orange.org

In all other respects, except as specifically stated herein, the subject ITB #20-14 Fire Department Training Tower Excavation, Foundation and Erection remains unchanged.

END OF ADDENDUM NO. #1



UNIVERSAL ENGINEERING SCIENCES

GEOTECHNICAL EVALUATION

*Fire Training Tower, Post-Demolition
Port Orange, Volusia County, Florida*

UES Project No. 0430.1900126.0000
UES Report No. 134942

January 20, 2021

Prepared for:

Mr. Ken Fustin
City of Port Orange
P.O. Box 291759
Port Orange, Florida 32129

Prepared by:

UNIVERSAL ENGINEERING SCIENCES
911 Beville Road, Suite 3
South Daytona, Florida 32119

CONSULTANTS:

Geotechnical Engineering • Environmental Engineering • Construction
Materials Testing Threshold Inspection • Private Provider Inspection •
Geophysical Studies

OFFICES: Daytona Beach, FL • Fort Myers, FL • Fort Pierce, FL • Gainesville, FL • Jacksonville, FL • Leesburg, FL • Miami, FL • Norcross, GA • Ocala, FL • Orange City, Orlando, FL
Palm Coast, FL • Panama City, FL • Pensacola, FL • Rockledge, FL • Sarasota, FL • St. Augustine, FL • Tampa, FL • West Palm Beach, FL



UNIVERSAL ENGINEERING SCIENCES

Consultants In: Geotechnical Engineering • Environmental Sciences
Geophysical Services • Construction Materials Testing • Threshold Inspection
Building Inspection • Plan Review • Building Code Administration

LOCATIONS:

- Atlanta
- Daytona Beach
- Fort Myers
- Fort Pierce
- Gainesville
- Jacksonville
- Kissimmee
- Leesburg
- Miami
- Ocala
- Orlando (Headquarters)
- Palm Coast
- Panama City
- Pensacola
- Rockledge
- Sarasota
- Tampa
- West Palm Beach

January 20, 2021

Mr. Ken Fustin
City of Port Orange
P.O. Box 291759
Port Orange, Florida 32129

Reference: **GEOTECHNICAL EVALUATION**
Fire Training Tower, Post-Demolition
Port Orange, Volusia County, Florida
UES Project No. 0430.1900126.0000 and UES Report No. 134942

Dear Mr. Fustin:

Universal Engineering Sciences, Inc. has completed the geotechnical evaluation for the subject project. This report contains the results of our evaluation, an engineering interpretation of these with respect to the project characteristics described to us, and recommendations for shallow foundation support and site preparation. UES previously submitted a geotechnical evaluation for the pre-demolition phase of the above mentioned project UES Report No. 136041, dated July 18, 2019.

We appreciate the opportunity to have worked with you on this project and look forward to a continued association. Please do not hesitate to contact us if you should have any questions, or if we may further assist you as your plans proceed.

Respectfully submitted,

UNIVERSAL ENGINEERING SCIENCES

Michael Mohnhey
Project Engineer



Attachments

MM/BCP/cme

1.0 INTRODUCTION

1.1 GENERAL

In this report we present the results of the subsurface evaluation for the proposed construction in Port Orange, Florida. We have divided this report into the following sections:

- SECTION 2.0 - SCOPE OF SERVICES
- SECTION 3.0 - FINDINGS
- SECTION 4.0 - FOUNDATION RECOMMENDATIONS
- SECTION 5.0 - CONSTRUCTION RELATED SERVICE
- SECTION 6.0 - LIMITATIONS

2.0 SCOPE OF SERVICES

2.1 PROJECT DESCRIPTION

Project information has been provided to us in correspondence with you. We understand the proposed project will consist of constructing a new fire training tower. We anticipate that footing and wall loads will not exceed 12 kips/foot and 120 kips, respectively. We also assume the site has been previously filled since a building has been demolished at this location since our previous geotechnical evaluation for this project. Some additional fill may be required.

Our recommendations are based upon the above considerations. If any of this information is incorrect, or if you anticipate any changes, inform Universal Engineering Sciences so that we may review our recommendations.

2.2 PURPOSE

The purposes of this investigation were:

- to investigate the general subsurface conditions at the site;
- to interpret and review the subsurface conditions with respect to the proposed construction; and,
- to provide geotechnical engineering recommendations for shallow foundation support and site preparation.

This report presents an evaluation of site conditions on the basis of traditional geotechnical procedures for site characterization. The recovered samples were not examined, either visually or analytically, for chemical composition or environmental hazards. Universal Engineering Sciences would be pleased to perform these services, at your request.

Our investigation was confined to the zone of soil likely to be influenced by the proposed construction. Our work did not address the potential for surface expression of deep geological conditions, such as sinkhole development related to karst activity. A deep geological evaluation requires a more extensive range of field services than performed in this study.



2.3 FIELD INVESTIGATION

2.3.1 Borings

The subsurface conditions within the proposed fire training tower area were investigated with one (1) Standard Penetration Test (SPT) boring (designated B-1) advanced to a depth of approximately 35 feet below existing grade and three (3) SPT borings (designated B-2 through B-4) advanced to a depth of approximately 25 feet each below existing grade. We performed the SPT borings according to the procedures of ASTM D-1586.

The borings were located by our field personnel using tape measurements from established landmarks, and should be considered accurate only to the degree implied by the method used. The location of the borings is presented on the attached Boring Location Plan in Appendix A.

Samples obtained from the borings were transported to our laboratory for further evaluation. Samples of the soils encountered will be held in our laboratory for your inspection for 60 days unless we are notified otherwise.

2.3.2 Test Pits

Due to the presence of the few pieces of wood debris encountered at Boring Location B-1, it was our opinion backhoe excavated test pits would enable UES to determine if it is necessary that the encountered debris should be removed from within the building footprint and if removal is required, to further determine the vertical and horizontal limits of the debris.

UES performed three (3) test pits (designated TP-1 through TP-3) advanced to depths varying between approximately 6 inches and 6 feet below existing grade at areas anticipated to be within the building footprint.

2.4 LABORATORY INVESTIGATION

2.4.1 Index Testing

The soil samples recovered from the soil borings were returned to our laboratory and a UES Engineer visually examined and reviewed the field descriptions. The soils were classified in accordance with the Unified Soil Classification System (USCS).

3.0 FINDINGS

3.1 SUBSURFACE CONDITIONS

The boring locations and detailed subsurface conditions are illustrated in Appendix A: Boring Location Plan and Subsurface Profiles. The classifications and descriptions shown on the profiles are based upon visual characterizations of the recovered soil samples. Also, see Appendix A: Key to Boring Log, for further explanation of the symbols and placement of data on the Subsurface Profiles. The following discussion summarizes the soil conditions encountered.

The results of the SPT borings generally indicated the presence of loose fine sand with silt (SP-SM) in the upper approximate 2.5 feet underlain by loose to very dense fine sand (SP), fine sand with silt (SP-SM) and weakly cemented fine sand with silt (SP-SM, HARDPAN) to approximately 13.5 feet below existing grade. This layer was further underlain by very loose to medium dense fine sand (SP), fine sand with silt (SP-SM), silty fine sand (SM), and clayey fine sand (SC) to the deepest boring termination depth of approximately 35 feet below existing grade.



The results of test pits TP-1 and TP-2 generally indicated the presence of fine sand with silt and few pieces of metal, asphalt, and concrete debris (SP-SM) in the upper approximate 1 foot, underlain by fine sand (SP), fine sand with silt (SP-SM), and weakly cemented fine sand with silt (SP-SM, HARDPAN) to the test pit termination depth of 6 feet each below existing grade. The results of test pit TP-3 generally indicated the presence of fine sand with silt (SP-SM) to the test pit termination depth of approximately 6 inches below existing grade. The test pit could not be advanced below 6 inches due to the presence of concrete. Therefore we were unable to determine the vertical extent of the concrete. Based on our knowledge of the site and that a building previously existed within this area, this concrete is likely the foundations not removed.

3.2 GROUNDWATER

The groundwater level was encountered at depths of either approximately 2.0 or 3.0 feet below existing grade. The depths of the measured groundwater levels are noted on the Subsurface Profiles. It should be anticipated the groundwater levels will fluctuate due to seasonal climatic variations, tidal fluctuations, surface water runoff patterns, construction operations, and other interrelated factors.

4.0 FOUNDATION RECOMMENDATIONS

4.1 GENERAL

The following recommendations are made based upon a review of the attached soil test data, our understanding of the proposed construction, and experience with similar projects and subsurface conditions. If the structural loadings, construction locations, or grading information change from those discussed previously, we request the opportunity to review and possibly amend our recommendations with respect to those changes.

As discussed, concrete was encountered approximately 6 inches below grade at Test Pit location TP-3. It is our opinion that the concrete should be over-excavated and replaced with suitable compacted backfill in accordance with Section 4.3.

Additionally, if subsurface conditions are encountered during construction which was not encountered in the borings, report those conditions immediately to us for observation and recommendations.

4.2 STRUCTURE FOUNDATIONS

4.2.1 Bearing Pressure

The maximum allowable net soil bearing pressure for shallow foundations should not exceed 3,000 pounds per square foot (psf). Net bearing pressure is defined as the soil bearing pressure at the base of the foundation in excess of the natural overburden pressure. The foundations should be designed based upon the maximum load that could be imposed by all loading conditions.

4.2.2 Foundation Size

The minimum widths recommended for any isolated column footing and continuous wall footings are 24 inches and 18 inches, respectively. Even though the maximum allowable soil bearing pressure may not be achieved, these width recommendations should control the size of the foundations.



4.2.3 Bearing Depth

The exterior foundations should bear at a depth of at least 18 inches below the exterior final grades and the interior footings should bear at a depth of at least 18 inches below the finish floor elevation to provide confinement to the bearing level soils. We recommend stormwater and surface water be diverted away from the building exterior, both during and after construction, to reduce the possibility of erosion beneath the exterior footings.

4.2.4 Bearing Material

The foundations may bear on either the compacted suitable natural soils or compacted structural fill. The bearing level soils, after compaction, should exhibit densities of at least 95 percent of the maximum dry density of the bearing soils as determined by ASTM D-1557 (Modified Proctor), to the depth described subsequently in the Site Preparation section of the report. In addition to compaction, the bearing soils must exhibit stability and be free of "pumping" conditions.

4.2.5 Settlement Estimates

Post-construction settlement of the structure will be influenced by several interrelated factors, such as (1) subsurface stratification and strength/compressibility characteristics of the bearing soils; (2) footing size, bearing level, applied loads, and resulting bearing pressures beneath the foundations; (3) site preparation and earthwork construction techniques used by the contractor, and (4) external factors, including but not limited to vibration from offsite sources and groundwater fluctuations beyond those normally anticipated for the naturally-occurring site and soil conditions which are present.

Our settlement estimates for the structure are based upon the use of successful adherence to the site preparation recommendations presented later in this report. Any deviation from these recommendations could result in an increase in the estimated post-construction settlement of the structures.

Due to the nature of the surficial soils, following the compaction operations, we expect a significant portion of settlement to be elastic in nature. This settlement is expected to occur relatively quickly, upon application of the loads, during and immediately following construction. Using the recommended maximum bearing pressure, the assumed maximum structural loads, and the field test data which we have correlated to the strength and compressibility characteristics of the subsurface soils, we estimate the total settlements of the structure to be less than one inch.

Differential settlement results from differences in applied bearing pressures and the variations in the compressibility characteristics of the subsurface soils. Based on the subsurface conditions as determined by our borings and required improvement, it is anticipated that differential settlements will be within tolerable limits.

4.3 SITE PREPARATION FOR SHALLOW FOUNDATIONS

We recommend the following site preparation procedures for the structure areas:

1. Prior to construction, the location of existing underground utility lines within the construction area should be established. Provisions should then be made to relocate interfering utilities to appropriate locations. It should be noted that if underground pipes are not properly removed or plugged, they may serve as conduits for subsurface erosion which may subsequently lead to excessive settlement of the overlying structures.



2. Strip the proposed construction limits of all debris, grass, roots, topsoil, asphalt and other deleterious materials within and 5 feet beyond the perimeter of the proposed structure. Expect initial clearing and grubbing to depths of approximately 6 to 12 inches.
3. Because of the need for over-excavation of the encountered concrete at Test Pit location TP-3, followed by replacement with compacted backfill, it may be necessary to install temporary groundwater control measures to dewater the area to facilitate the over-excavation and backfilling processes. We recommend implementing temporary groundwater control measures if the groundwater is within two feet of the required depth of excavation at the time of construction. Dewatering measures should be the responsibility of the contractor. We recommend the groundwater control measures remain in-place until compaction of the existing soils is completed and backfilling has reached a height of 2 feet above the groundwater level at the time of construction. The site should be graded to direct surface water runoff from the construction area.
4. Compact the exposed surface using tractor/ dozer or vibratory equipment. **We recommend that vibratory equipment be operated in static mode within 100 feet of any existing structures.** The upper one foot of soils below the exposed surface within the building areas should be improved to achieve a minimum compaction requirement of 95% of the Modified Proctor Test (ASTM D-1557). We recommend the compacted soils exhibit moisture content within 2 percent of the soils optimum moisture content as determined by the Modified Proctor Test (ASTM D-1557). Should the soils experience pumping and soil strength loss during the compaction operations, compaction work should be immediately terminated and (1) the disturbed soils removed and backfilled with dry structural fill soils which are then compacted, or (2) the excess moisture content within the disturbed soils allowed to dissipate before recompacting.
5. Test the compacted surface for compliance at a minimum of one location per 2,500 square feet within the building area, or at a minimum of four locations.
6. Place fill and backfill material, as required. The fill should consist of "clean," fine sand with less than 5 percent soil fines. You may use fill materials with soil fines between 5 percent and 10 percent, but strict moisture control may be required. Place fill in uniform 8 to 12-inch loose lifts and compact each lift to a minimum density of 95 percent of the Modified Proctor maximum dry density. We recommend the compacted soils exhibit moisture content within 2 percent of the soils optimum moisture content as determined by the Modified Proctor Test (ASTM D-1557). If light compaction equipment is used, we recommend the lift thickness be reduced to 8 inch thick lifts.
7. Perform compliance tests within the backfill and fill soils at a minimum of one location per 2,500 square feet per lift (minimum four locations).
8. Compact and test footing cuts for compaction to a depth of two feet below bearing levels. We recommend that you test one out of every four (25 percent) column footings and perform one test per every 50 linear feet of wall footing. Compaction operations in confined areas, such as footing excavations, can best be performed with a lightweight vibratory sled or other hand-held compaction equipment.



5.0 CONSTRUCTION RELATED SERVICES

We recommend the owner retain Universal Engineering Sciences to perform construction materials tests and observations on this project. Field tests and observations include verification of foundation subgrades by monitoring filling operations and performing quality assurance tests on the placement of compacted natural soils and structural fill. We can also perform concrete testing, pavement section testing, structural steel testing and other construction materials testing services.

The geotechnical engineering design does not end with the advertisement of the construction documents. The design is an on-going process throughout construction. Because of our familiarity with the site conditions and the intent of the engineering design, we are most qualified to address problems that might arise during construction in a timely and cost-effective manner.

6.0 LIMITATIONS

During the early stages of most construction projects, geotechnical issues not addressed in this report may arise. Because of the natural limitations inherent in working with the subsurface, it is not possible for a geotechnical engineer to predict and address all possible problems. An Association of Engineering Firms Practicing in the Geosciences (ASFE) publication, "Important Information about Your Geotechnical Engineering Report" appears in Appendix C, and will help explain the nature of geotechnical issues. Further, we present documents in Appendix C: Constraints and Restrictions, to bring to your attention the potential concerns and the basic limitations of a typical geotechnical report.



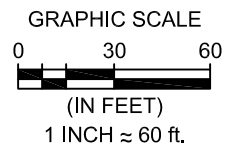
APPENDIX A

**BORING LOCATION PLAN
SUBSURFACE PROFILES
SOILS CLASSIFICATION CHART**



LEGEND

- ⊕ APPROXIMATE LOCATION OF STANDARD PENETRATION TEST (SPT) BORING
- APPROXIMATE LOCATION OF TEST PIT



UNIVERSAL
ENGINEERING SCIENCES

TITLE:

BORING LOCATION PLAN

SCALE:

1" ≈ 60'

PROJECT:

GEOTECHNICAL EVALUATION
FIRE TRAINING TOWER, POST DEMOLITION
PORT ORANGE, FLORIDA

PAGE/FIG. NO.:

A-1

DRAWN BY: MKL

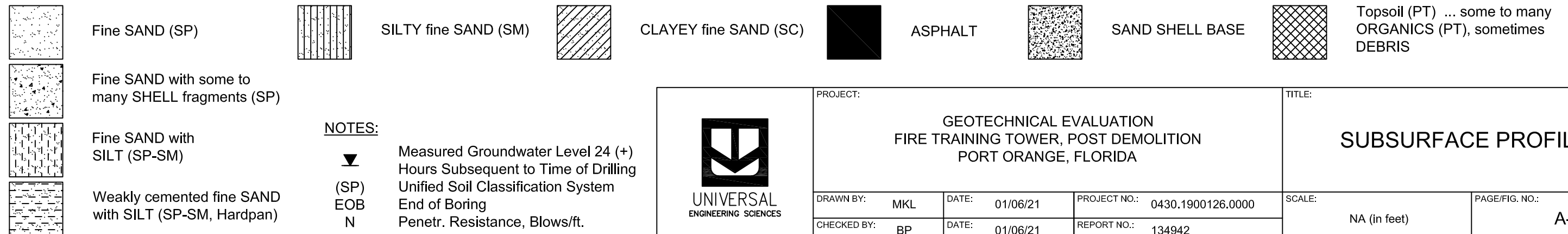
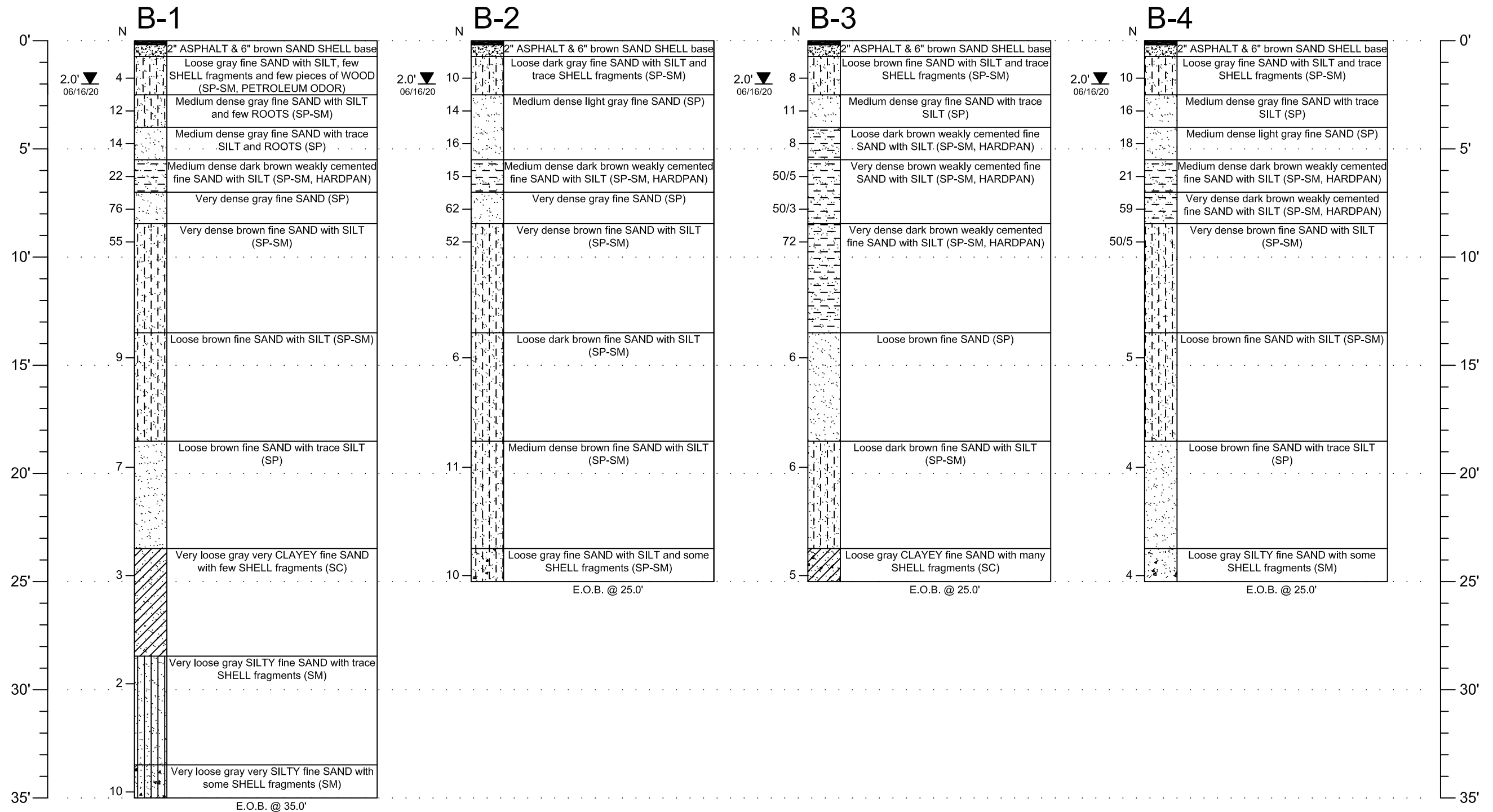
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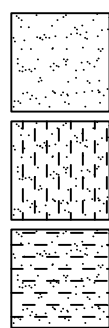
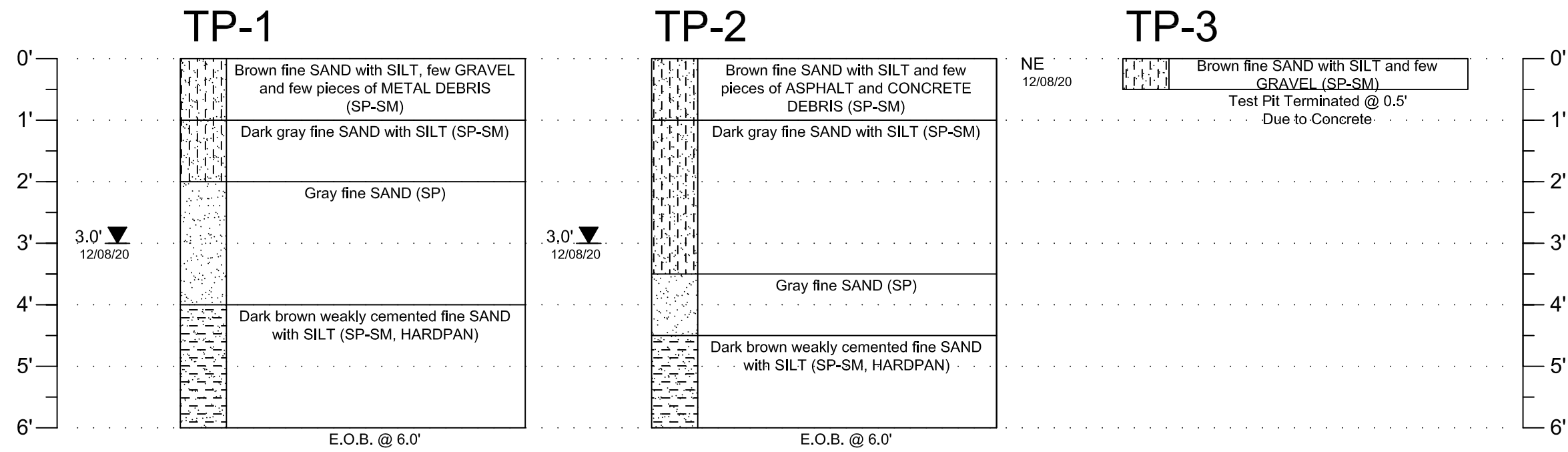
PROJECT NO.: 0430.1900126.0000

CHECKED BY: BP

DATE: 01/06/21

REPORT NO.: 134942





Fine SAND (SP)

Fine SAND with SILT (SP-SM)

Weakly cemented fine SAND with SILT (SP-SM, Hardpan)

NOTES:

Measured Groundwater Level 24 (+) Hours Subsequent to Time of Drilling

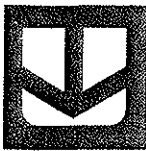
Unified Soil Classification System

End of Boring

Groundwater not Encountered



PROJECT: GEOTECHNICAL EVALUATION FIRE TRAINING TOWER, POST DEMOLITION PORT ORANGE, FLORIDA				TITLE: SUBSURFACE PROFILES	
DRAWN BY: MKL	DATE: 01/06/21	PROJECT NO.: 0430.1900126.0000	SCALE: NA (in feet)		PAGE/FIG. NO.: A-3
CHECKED BY: BP	DATE: 01/06/21	REPORT NO.: 134942			



SYMBOLS

SYMBOL	DESCRIPTION
N	No. of blows of a 140-lb weight falling 30 inches required to drive standard spoon 1 foot.
WOR	Weight of Drill Rods
WOH	Weight of Drill Rods and Hammer
% REC	Percent Core Recovery from Rock Core Drilling
RQD	Rock Quality Designation
EOB	End Of Boring
BT	Boring Terminated
-200	Fines Content or % Passing No. 200 Sieve
MC	Moisture Content
LL	Liquid Limit
PI	Plasticity Index
K	Coefficient of Permeability
O.C.	Organic Content
▽	Estimated seasonal high groundwater level
▼	Measured groundwater level at time of drilling

RELATIVE DENSITY (sand-silt)

Very Loose - Less Than 4 Blows/Ft.
Loose - 4 to 10 Blows/Ft.
Medium - 11 to 30 Blows/Ft.
Dense - 31 to 50 Blows/Ft.
Very Dense - More Than 50 Blows/Ft.

CONSISTENCY (clay)

Very Soft - Less than 2 Blows/Ft.
Soft - 2 to 4 Blows/Ft.
Medium - 5 to 8 Blows/Ft.
Stiff - 9 to 15 Blows/Ft.
Very Stiff - 16 to 30 Blows/Ft.
Hard - More Than 30 Blows/Ft.

RELATIVE HARDNESS (Limestone)

Soft - 100 Blows for more than 2"
Hard - 100 Blows for less than 2"

UNIFIED CLASSIFICATION SYSTEM

MAJOR DIVISIONS			GROUP SYMBOLS	TYPICAL NAMES
COARSE-GRAINED SOILS More than 50% retained on No. 200 sieve*	GRAVELS 50% or more of coarse fraction retained on No. 4 sieve	CLEAN GRAVELS	GW	Well-graded gravels and gravel-sand mixtures, little or no fines
			GP	Well-graded gravels and gravel-sand mixtures, little or no fines
		GRAVELS WITH FINES	GM	Silty gravels, gravel-sand-silt mixtures
			GC	Clayey gravels, gravel-sand-clay mixtures
	SANDS More than 50% of coarse fraction passes No. 4 sieve	CLEAN SANDS	SW**	Well-graded sands and gravelly sands, little or no fines
			SP**	Well-graded sands and gravelly sands, little or no fines
		SANDS WITH FINES	SM**	Silty sands, sand-silt mixtures
			SC**	Clayey sands, sand-clay mixtures
FINE-GRAINED SOILS 50% or more passes No. 200 sieve*	SILTS AND CLAYS Liquid limit 50% or less		ML	Inorganic silts, very fine sands, rock flour, silty or clayey fine sands
			CL	Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays
			OL	Organic silts and organic silty clays of low plasticity
	SILTS AND CLAYS Liquid limit greater than 50%		MH	Inorganic silts, micaceous or diatomaceous fine sands or silts, elastic silts
			CH	Organic clays or high plasticity, fat clays
			OH	Organic clays of medium to high plasticity
			PT	Peat, muck and other highly organic soils

* Based on the material passing the 3-in. (75 mm) sieve.

** Use dual symbol (such as, SP-SM and SP-SC) for soil with more than 5% but less than 12% passing through No. 200 sieve.

* Based on the material passing the 3-in. (75 mm) sieve.

** Use dual symbol (such as, SP-SM and SP-SC) for soil with more than 5% but less than 12% passing through No. 200 sieve.

MODIFIERS

These modifiers provide our estimate of the amount of minor constituents (SILT or CLAY sized particles) in the soil sample.

Trace - 5% or less
With SILT or with CLAY - 6% to 11%
SILTY or CLAYEY - 12% to 30%
Very SILTY or Very CLAYEY - 31% to 50%

These modifiers provide our estimate of the amount of organic components in the soil sample.

Trace - 1% to 2%
Few - 3% to 4%
Some - 5% to 8%
Many - Greater than 8%

These modifiers provide our estimate of the amount of other components (Shell, Gravel, Etc.) in the soil sample

Trace - 5% or less
Few - 6% to 12%
Some - 13% to 30%
Many - 31% to 50%

APPENDIX B

LABORATORY TESTING PROCEDURES

DESCRIPTION OF LABORATORY TESTING PROCEDURES

LABORATORY PERMEABILITY TEST

The laboratory permeability test is a Falling Head Test that is performed on soil samples recovered from this site. The data recovered from this test are used to calculate Darcy's Coefficient of Permeability (k) of the soil.

WASH 200 TEST

The Wash 200 test is performed by passing a representative soil sample over a No. 200 sieve and rinsing with water. The percentage of the soil grains passing this sieve is then calculated.

ORGANIC CONTENT TESTS

The organic content test is performed by weighing a sample before and after placing in a high temperature oven which burns the organic material in the sample. The percent of organic material by weight is then calculated.

MOISTURE CONTENT DETERMINATION ASTM D-2216

Moisture content is the ratio of the weight of water to the dry weight of soil. Moisture content is measured by drying a sample at 105 degrees Celsius. The moisture content is expressed as a percent of the oven dried soil mass.

ATTERBERG LIMITS

The Atterberg Limits consist of the Liquid Limit (LL) and the Plastic Limit (PL). The LL and PL were determined in general accordance with the latest revision of ASTM D-4318. The LL is the water content of the material denoting the boundary between the liquid and plastic states. The PL is the water content denoting the boundary between the plastic and semi-solid states. The Plasticity Index (PI) is the range of water content over which a soil behaves plastically and is denoted numerically by as the difference between the LL and the PL. The water content of the sample tested was determined in general accordance with the latest revision of ASTM D-2216. The water content is defined as the ratio of "pore" or "free" water in a given mass of material to the mass of solid material particles.

CONSOLIDATION TESTING

A single selected portion of the undisturbed sample was extruded from the 3-inch diameter sample tube for consolidation testing. The selected sample was trimmed and confined into a stainless steel disc having a diameter of 2.5 inches and a height of 1 inch. The disc was then "sandwiched" between 2 porous stones, saturated and subjected to incrementally increasing loads. The resulting deformation of the sample within the steel disc was measured using a micrometer gauge.

APPENDIX C

GENERAL CONDITIONS CONSTRAINTS AND RESTRICTIONS AND IMPORTANT INFORMATION ABOUT YOUR GEOTECHNICAL ENGINEERING REPORT

Universal Engineering Sciences, LLC
GENERAL CONDITIONS

SECTION 1: RESPONSIBILITIES **1.1** Universal Engineering Sciences, LLC, and its subsidiaries and affiliated companies ("UES"), is responsible for providing the services described under the Scope of Services. The term "UES" as used herein includes all of UES's agents, employees, professional staff, and subcontractors. **1.2** The Client or a duly authorized representative is responsible for providing UES with a clear understanding of the project nature and scope. The Client shall supply UES with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys, plans and specifications, and designs, to allow UES to properly complete the specified services. The Client shall also communicate changes in the nature and scope of the project as soon as possible during performance of the work so that the changes can be incorporated into the work product. **1.3** The Client acknowledges that UES's responsibilities in providing the services described under the Scope of Services section is limited to those services described therein, and the Client hereby assumes any collateral or affiliated duties necessitated by or for those services. Such duties may include, but are not limited to, reporting requirements imposed by any third party such as federal, state, or local entities, the provision of any required notices to any third party, or the securing of necessary permits or permissions from any third parties required for UES's provision of the services so described, unless otherwise agreed upon by both parties in writing.

SECTION 2: STANDARD OF CARE **2.1** Services performed by UES under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of UES's profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, express or implied, is made. **2.2** Execution of this document by UES is not a representation that UES has visited the site, become generally familiar with local conditions under which the work is to be performed, or correlated personal observations with the requirements of the Scope of Services. It is the Client's responsibility to provide UES with all information necessary for UES to provide the services described under the Scope of Services, and the Client assumes all liability for information not provided to UES that may affect the quality or sufficiency of the services so described.

SECTION 3: SITE ACCESS AND SITE CONDITIONS **3.1** Client will grant or obtain free access to the site for all equipment and personnel necessary for UES to perform the work set forth in this Agreement. The Client will notify any possessors of the project site that Client has granted UES free access to the site. UES will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur, and the correction of such damage is not part of this Agreement unless so specified in the Scope of Services. **3.2** The Client is responsible for the accuracy of locations for all subterranean structures and utilities. UES will take reasonable precautions to avoid known subterranean structures, and the Client waives any claim against UES, and agrees to defend, indemnify, and hold UES harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate UES for any time spent or expenses incurred by UES in defense of any such claim with compensation to be based upon UES's prevailing fee schedule and expense reimbursement policy.

SECTION 4: BILLING AND PAYMENT **4.1** UES will submit invoices to Client monthly or upon completion of services. Invoices will show charges for different personnel and expense classifications. **4.2** Payment is due 30 days after presentation of invoice and is past due 31 days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, on past due accounts. **4.3** If UES incurs any expenses to collect overdue billings on invoices, the sums paid by UES for reasonable attorneys' fees, court costs, UES's time, UES's expenses, and interest will be due and owing by the Client.

SECTION 5: OWNERSHIP AND USE OF DOCUMENTS **5.1** All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, as instruments of service, shall remain the property of UES. Neither Client nor any other entity shall change or modify UES's instruments of service. **5.2** Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose. **5.3** UES will retain all pertinent records relating to the services performed for a period of five years following submission of the report or completion of the Scope of Services, during which period the records will be made available to the Client in a reasonable time and manner. **5.4** All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, are prepared for the sole and exclusive use of Client, and may not be given to any other entity, or used or relied upon by any other entity, without the express written consent of UES. Client is the only entity to which UES owes any duty or duties, in contract or tort, pursuant to or under this Agreement.

SECTION 6: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS **6.1** Client represents that a reasonable effort has been made to inform UES of known or suspected hazardous materials on or near the project site. **6.2** Under this agreement, the term hazardous materials include hazardous materials, hazardous wastes, hazardous substances (40 CFR 261.31, 261.32, 261.33), petroleum products, polychlorinated biphenyls, asbestos, and any other material defined by the U.S. EPA as a hazardous material. **6.3** Hazardous materials may exist at a site where there is no reason to believe they are present. The discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. The discovery of unanticipated hazardous materials may make it necessary for UES to take immediate measures to protect health and safety. Client agrees to compensate UES for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials. **6.4** UES will notify Client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client will make any disclosures required by law to the appropriate governing agencies. Client will hold UES harmless for all consequences of disclosures made by UES which are required by governing law. In the event the project site is not owned by Client, Client it is the Client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials. **6.5** Notwithstanding any other provision of the Agreement, Client waives any claim against UES, and to the maximum extent permitted by law, agrees to defend, indemnify, and save UES harmless from any claim, liability, and/or defense costs for injury or loss arising from UES's discovery of unanticipated hazardous materials or suspected hazardous materials including any costs created by delay of the project and any cost associated with possible reduction of the property's value. Client will be responsible for ultimate disposal of any samples secured by UES which are found to be contaminated.

SECTION 7: RISK ALLOCATION **7.1** Client agrees that UES's liability for any damage on account of any breach of contract, error, omission, or professional negligence will be limited to a sum not to exceed \$50,000 or UES's fee, whichever is greater. If Client prefers to have higher limits on contractual or professional liability, UES agrees to increase the limits up to a maximum of \$1,000,000.00 upon Client's written request at the time of accepting UES's proposal provided that Client agrees to pay an additional consideration of four percent of the total fee, or \$400.00, whichever is greater. If Client prefers a \$2,000,000.00 limit on contractual or professional liability, UES agrees to increase the limits up to a maximum of \$2,000,000.00 upon Client's written request at the time of accepting UES's proposal provided that Client agrees to pay an additional consideration of four percent of the total fee, or \$800.00, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance. **7.2** Client shall not be liable to UES and UES shall not be liable to Client for any incidental, special, or consequential damages (including lost profits, loss of use, and lost savings) incurred by either party due to the fault of the other, regardless of the nature of the fault, or whether it was committed by Client or UES, their employees, agents, or subcontractors; or whether such liability arises in breach of contract or warranty, tort (including negligence), statutory, or any other cause of action. **7.3** As used in this Agreement, the terms "claim" or "claims" mean any claim in contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or any other act giving rise to liability.

SECTION 8: INSURANCE **8.1** UES represents it and its agents, staff and consultants employed by UES, is and are protected by worker's compensation insurance and that UES has such coverage under public liability and property damage insurance policies which UES deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, UES agrees to indemnify and save Client harmless from and against loss, damage, or liability arising from negligent acts by UES, its agents, staff, and consultants employed by it. UES shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance or the limits described in Section 7, whichever is less.

The Client agrees to defend, indemnify, and save UES harmless for loss, damage or liability arising from acts by Client, Client's agents, staff, and others employed by Client. **8.2** Under no circumstances will UES indemnify Client from or for Client's own actions, negligence, or breaches of contract. **8.3** To the extent damages are covered by property insurance, Client and UES waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance.

SECTION 9: DISPUTE RESOLUTION **9.1** All claims, disputes, and other matters in controversy between UES and Client arising out of or in any way related to this Agreement will be submitted to mediation or non-binding arbitration, before and as a condition precedent to other remedies provided by law. **9.2** If a dispute arises and that dispute is not resolved by mediation or non-binding arbitration, then: (a) the claim will be brought in the state or federal courts having jurisdiction where the UES office which provided the service is located; and (b) the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, expert witness fees, and other claim related expenses.

SECTION 10: TERMINATION **10.1** This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or in the case of a force majeure event such as terrorism, act of war, public health or other emergency. Such termination shall not be effective if such substantial failure or force majeure has been remedied before expiration of the period specified in the written notice. In the event of termination, UES shall be paid for services performed to the termination notice date plus reasonable termination expenses. **10.2** In the event of termination, or suspension for more than three (3) months, prior to completion of all reports contemplated by the Agreement, UES may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expense of termination or suspension shall include all direct costs of UES in completing such analyses, records, and reports.

SECTION 11: REVIEWS, INSPECTIONS, TESTING, AND OBSERVATIONS **11.1** Plan review, private provider inspections, and building inspections are performed for the purpose of observing compliance with applicable building codes. Threshold inspections are performed for the purpose of observing compliance with an approved threshold inspection plan. Construction materials testing ("CMT") is performed to document compliance of certain materials or components with applicable testing standards. UES's performance of plan reviews, private provider inspections, building inspections, threshold inspections, or CMT, or UES's presence on the site of Client's project while performing any of the foregoing activities, is not a representation or warranty by UES that Client's project is free of errors in either design or construction. **11.2** If UES is retained to provide construction monitoring or observation, UES will report to Client any observed work which, in UES's opinion, does not conform to the plans and specifications provided to UES. UES shall have no authority to reject or terminate the work of any agent or contractor of Client. No action, statements, or communications of UES, or UES's site representative, can be construed as modifying any agreement between Client and others. UES's performance of construction monitoring or observation is not a representation or warranty by UES that Client's project is free of errors in either design or construction. **11.3** Neither the activities of UES pursuant to this Agreement, nor the presence of UES or its employees, representatives, or subcontractors on the project site, shall be construed to impose upon UES any responsibility for means or methods of work performance, superintendence, sequencing of construction, or safety conditions at the project site. Client acknowledges that Client or its contractor is solely responsible for project jobsite safety. **11.4** Client is responsible for scheduling all inspections and CMT activities of UES. All testing and inspection services will be performed on a will-call basis. UES will not be responsible for tests and inspections that are not performed due to Client's failure to schedule UES's services on the project, or for any claims or damages arising from tests and inspections that are not scheduled or performed.

SECTION 12: ENVIRONMENTAL ASSESSMENTS Client acknowledges that an Environmental Site Assessment ("ESA") is conducted solely to permit UES to render a professional opinion about the likelihood or extent of regulated contaminants being present on, in, or beneath the site in question at the time services were conducted. No matter how thorough an ESA study may be, findings derived from the study are limited and UES cannot know or state for a fact that a site is unaffected by reportable quantities of regulated contaminants as a result of conducting the ESA study. Even if UES states that reportable quantities of regulated contaminants are not present, Client still bears the risk that such contaminants may be present or may migrate to the site after the ESA study is complete.

SECTION 13: SUBSURFACE EXPLORATIONS **13.1** Client acknowledges that subsurface conditions may vary from those observed at locations where borings, surveys, samples, or other explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by UES will be based solely on information available to UES at the time of service. UES is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed or provided by UES. **13.2** Subsurface explorations may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated zone and links it to an aquifer, underground stream, or other hydrous body not previously contaminated. UES is unable to eliminate totally cross-contamination risk despite use of due care. Since subsurface explorations may be an essential element of UES's services indicated herein, Client shall, to the fullest extent permitted by law, waive any claim against UES, and indemnify, defend, and hold UES harmless from any claim or liability for injury or loss arising from cross-contamination allegedly caused by UES's subsurface explorations. In addition, Client agrees to compensate UES for any time spent or expenses incurred by UES in defense of any such claim with compensation to be based upon UES's prevailing fee schedule and expense reimbursement policy.

SECTION 14: SOLICITATION OF EMPLOYEES Client agrees not to hire UES's employees except through UES. In the event Client hires a UES employee within one year following any project through which Client had contact with said employee, Client shall pay UES an amount equal to one-half of the employee's annualized salary, as liquidated damages, without UES waiving other remedies it may have.

SECTION 15: ASSIGNS Neither Client nor UES may delegate, assign, sublet, or transfer its duties or interest in this Agreement without the written consent of the other party.

SECTION 16: GOVERNING LAW AND SURVIVAL **16.1** This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which the UES office performing the services hereunder is located. **16.2** In any of the provisions of this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired and will survive. Limitations of liability and indemnities will survive termination of this agreement for any cause.

SECTION 17: INTEGRATION CLAUSE **17.1** This Agreement represents and contains the entire and only agreement and understanding among the parties with respect to the subject matter of this Agreement, and supersedes any and all prior and contemporaneous oral and written agreements, understandings, representations, inducements, promises, warranties, and conditions among the parties. No agreement, understanding, representation, inducement, promise, warranty, or condition of any kind with respect to the subject matter of this Agreement shall be relied upon by the parties unless expressly incorporated herein. **17.2** This Agreement may not be amended or modified except by an agreement in writing signed by the party against whom the enforcement of any modification or amendment is sought.

SECTION 18: WAIVER OF JURY TRIAL Both Client and UES waive trial by jury in any action arising out of or related to this Agreement.

SECTION 19: INDIVIDUAL LIABILITY PURSUANT TO FLORIDA STAT. 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF UES MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

CONSTRAINTS AND RESTRICTIONS

WARRANTY

Universal Engineering Sciences has prepared this report for our client for his exclusive use, in accordance with generally accepted soil and foundation engineering practices, and makes no other warranty either expressed or implied as to the professional advice provided in the report.

UNANTICIPATED SOIL CONDITIONS

The analysis and recommendations submitted in this report are based upon the data obtained from soil borings performed at the locations indicated on the Boring Location Plan. This report does not reflect any variations which may occur between these borings.

The nature and extent of variations between borings may not become known until excavation begins. If variations appear, we may have to re-evaluate our recommendations after performing on-site observations and noting the characteristics of any variations.

CHANGED CONDITIONS

We recommend that the specifications for the project require that the contractor immediately notify Universal Engineering Sciences, as well as the owner, when subsurface conditions are encountered that are different from those present in this report.

No claim by the contractor for any conditions differing from those anticipated in the plans, specifications, and those found in this report, should be allowed unless the contractor notifies the owner and Universal Engineering Sciences of such changed conditions. Further, we recommend that all foundation work and site improvements be observed by a representative of Universal Engineering Sciences to monitor field conditions and changes, to verify design assumptions and to evaluate and recommend any appropriate modifications to this report.

MISINTERPRETATION OF SOIL ENGINEERING REPORT

Universal Engineering Sciences is responsible for the conclusions and opinions contained within this report based upon the data relating only to the specific project and location discussed herein. If the conclusions or recommendations based upon the data presented are made by others, those conclusions or recommendations are not the responsibility of Universal Engineering Sciences.

CHANGED STRUCTURE OR LOCATION

This report was prepared in order to aid in the evaluation of this project and to assist the architect or engineer in the design of this project. If any changes in the design or location of the structure as outlined in this report are planned, or if any structures are included or added that are not discussed in the report, the conclusions and recommendations contained in this report shall not be considered valid unless the changes are reviewed and the conclusions modified or approved by Universal Engineering Sciences.

USE OF REPORT BY BIDDERS

Bidders who are examining the report prior to submission of a bid are cautioned that this report was prepared as an aid to the designers of the project and it may affect actual construction operations.

Bidders are urged to make their own soil borings, test pits, test caissons or other investigations to determine those conditions that may affect construction operations. Universal Engineering Sciences cannot be responsible for any interpretations made from this report or the attached boring logs with regard to their adequacy in reflecting subsurface conditions which will affect construction operations.

STRATA CHANGES

Strata changes are indicated by a definite line on the boring logs which accompany this report. However, the actual change in the ground may be more gradual. Where changes occur between soil samples, the location of the change must necessarily be estimated using all available information and may not be shown at the exact depth.

OBSERVATIONS DURING DRILLING

Attempts are made to detect and/or identify occurrences during drilling and sampling, such as: water level, boulders, zones of lost circulation, relative ease or resistance to drilling progress, unusual sample recovery, variation of driving resistance, obstructions, etc.; however, lack of mention does not preclude their presence.

WATER LEVELS

Water level readings have been made in the drill holes during drilling and they indicate normally occurring conditions. Water levels may not have been stabilized at the last reading. This data has been reviewed and interpretations made in this report. However, it must be noted that fluctuations in the level of the groundwater may occur due to variations in rainfall, temperature, tides, and other factors not evident at the time measurements were made and reported. Since the probability of such variations is anticipated, design drawings and specifications should accommodate such possibilities and construction planning should be based upon such assumptions of variations.

LOCATION OF BURIED OBJECTS

All users of this report are cautioned that there was no requirement for Universal Engineering Sciences to attempt to locate any man-made buried objects during the course of this exploration and that no attempt was made by Universal Engineering Sciences to locate any such buried objects. Universal Engineering Sciences cannot be responsible for any buried man-made objects which are subsequently encountered during construction that are not discussed within the text of this report.

TIME

This report reflects the soil conditions at the time of investigation. If the report is not used in a reasonable amount of time, significant changes to the site may occur and additional reviews may be required.

Important Information about This Geotechnical-Engineering Report

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

Geotechnical Services Are Performed for Specific Purposes, Persons, and Projects

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical-engineering study conducted for a civil engineer may not fulfill the needs of a constructor — a construction contractor — or even another civil engineer. Because each geotechnical-engineering study is unique, each geotechnical-engineering report is unique, prepared *solely* for the client. No one except you should rely on this geotechnical-engineering report without first conferring with the geotechnical engineer who prepared it. *And no one — not even you — should apply this report for any purpose or project except the one originally contemplated.*

Read the Full Report

Serious problems have occurred because those relying on a geotechnical-engineering report did not read it all. Do not rely on an executive summary. Do not read selected elements only.

Geotechnical Engineers Base Each Report on a Unique Set of Project-Specific Factors

Geotechnical engineers consider many unique, project-specific factors when establishing the scope of a study. Typical factors include: the client's goals, objectives, and risk-management preferences; the general nature of the structure involved, its size, and configuration; the location of the structure on the site; and other planned or existing site improvements, such as access roads, parking lots, and underground utilities. Unless the geotechnical engineer who conducted the study specifically indicates otherwise, do not rely on a geotechnical-engineering report that was:

- not prepared for you;
- not prepared for your project;
- not prepared for the specific site explored; or
- completed before important project changes were made.

Typical changes that can erode the reliability of an existing geotechnical-engineering report include those that affect:

- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light-industrial plant to a refrigerated warehouse;
- the elevation, configuration, location, orientation, or weight of the proposed structure;
- the composition of the design team; or
- project ownership.

As a general rule, *always* inform your geotechnical engineer of project changes—even minor ones—and request an

assessment of their impact. *Geotechnical engineers cannot accept responsibility or liability for problems that occur because their reports do not consider developments of which they were not informed.*

Subsurface Conditions Can Change

A geotechnical-engineering report is based on conditions that existed at the time the geotechnical engineer performed the study. *Do not rely on a geotechnical-engineering report whose adequacy may have been affected by:* the passage of time; man-made events, such as construction on or adjacent to the site; or natural events, such as floods, droughts, earthquakes, or groundwater fluctuations. *Contact the geotechnical engineer before applying this report to determine if it is still reliable.* A minor amount of additional testing or analysis could prevent major problems.

Most Geotechnical Findings Are Professional Opinions

Site exploration identifies subsurface conditions only at those points where subsurface tests are conducted or samples are taken. Geotechnical engineers review field and laboratory data and then apply their professional judgment to render an opinion about subsurface conditions throughout the site. Actual subsurface conditions may differ — sometimes significantly — from those indicated in your report. Retaining the geotechnical engineer who developed your report to provide geotechnical-construction observation is the most effective method of managing the risks associated with unanticipated conditions.

A Report's Recommendations Are Not Final

Do not overrely on the confirmation-dependent recommendations included in your report. *Confirmation-dependent recommendations are not final*, because geotechnical engineers develop them principally from judgment and opinion. Geotechnical engineers can finalize their recommendations *only* by observing actual subsurface conditions revealed during construction. *The geotechnical engineer who developed your report cannot assume responsibility or liability for the report's confirmation-dependent recommendations if that engineer does not perform the geotechnical-construction observation required to confirm the recommendations' applicability.*

A Geotechnical-Engineering Report Is Subject to Misinterpretation

Other design-team members' misinterpretation of geotechnical-engineering reports has resulted in costly

problems. Confront that risk by having your geotechnical engineer confer with appropriate members of the design team after submitting the report. Also retain your geotechnical engineer to review pertinent elements of the design team's plans and specifications. Constructors can also misinterpret a geotechnical-engineering report. Confront that risk by having your geotechnical engineer participate in prebid and preconstruction conferences, and by providing geotechnical construction observation.

Do Not Redraw the Engineer's Logs

Geotechnical engineers prepare final boring and testing logs based upon their interpretation of field logs and laboratory data. To prevent errors or omissions, the logs included in a geotechnical-engineering report should *never* be redrawn for inclusion in architectural or other design drawings. Only photographic or electronic reproduction is acceptable, *but recognize that separating logs from the report can elevate risk.*

Give Constructors a Complete Report and Guidance

Some owners and design professionals mistakenly believe they can make constructors liable for unanticipated subsurface conditions by limiting what they provide for bid preparation. To help prevent costly problems, give constructors the complete geotechnical-engineering report, *but* preface it with a clearly written letter of transmittal. In that letter, advise constructors that the report was not prepared for purposes of bid development and that the report's accuracy is limited; encourage them to confer with the geotechnical engineer who prepared the report (a modest fee may be required) and/or to conduct additional study to obtain the specific types of information they need or prefer. A prebid conference can also be valuable. *Be sure constructors have sufficient time to perform additional study.* Only then might you be in a position to give constructors the best information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions.

Read Responsibility Provisions Closely

Some clients, design professionals, and constructors fail to recognize that geotechnical engineering is far less exact than other engineering disciplines. This lack of understanding has created unrealistic expectations that have led to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their reports. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help

others recognize their own responsibilities and risks. *Read these provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Environmental Concerns Are Not Covered

The equipment, techniques, and personnel used to perform an *environmental* study differ significantly from those used to perform a *geotechnical* study. For that reason, a geotechnical-engineering report does not usually relate any environmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated environmental problems have led to numerous project failures.* If you have not yet obtained your own environmental information, ask your geotechnical consultant for risk-management guidance. *Do not rely on an environmental report prepared for someone else.*

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the *express purpose* of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold-prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, many mold-prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may have been addressed as part of the geotechnical-engineering study whose findings are conveyed in this report, the geotechnical engineer in charge of this project is not a mold prevention consultant; *none of the services performed in connection with the geotechnical engineer's study were designed or conducted for the purpose of mold prevention. Proper implementation of the recommendations conveyed in this report will not of itself be sufficient to prevent mold from growing in or on the structure involved.*

Rely, on Your GBC-Member Geotechnical Engineer for Additional Assistance

Membership in the Geotechnical Business Council of the Geoprofessional Business Association exposes geotechnical engineers to a wide array of risk-confrontation techniques that can be of genuine benefit for everyone involved with a construction project. Confer with you GBC-Member geotechnical engineer for more information.



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Telephone: 301/565-2733 Facsimile: 301/589-2017

e-mail: info@geoprofessional.org www.geoprofessional.org

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CITY OF PORT ORANGE

PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5704
purchdiv@port-orange.org

ADDENDUM NO. #2

January 28, 2021

ITB #20-14 Fire Department Training Tower Excavation, Foundation and Erection

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated January 8, 2021 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**

Please see the attached revised Foundation Plans and Fire Training Equipment Concrete Foundation Calculations by Fire Facilities, Inc.

C. **QUESTIONS AND ANSWERS**

Question 1: Will this building have fire in it for training purposes?

Answer: It will not be used—at this time—for live fire training.

Question 2: Are there any specialty products that a certified fire professional may install regarding this building?

Answer: No, there is not.

Question 3: Will the power for the site be provided by the Electric Pole on the Southeast corner?

Answer: Yes, the power will be run underground from that pole and will be used for the 100-amp lighting circuit panel for inside the building for work lighting.

Question 4: Can this pole be utilized for temporary power on the job site?

Answer: Yes, it can be utilized by the contractor on the job site.

Michael Hall
Purchasing Agent
mhall@port-orange.org

In all other respects, except as specifically stated herein, the subject ITB #20-14 Fire Department Training Tower Excavation, Foundation and Erection remains unchanged.

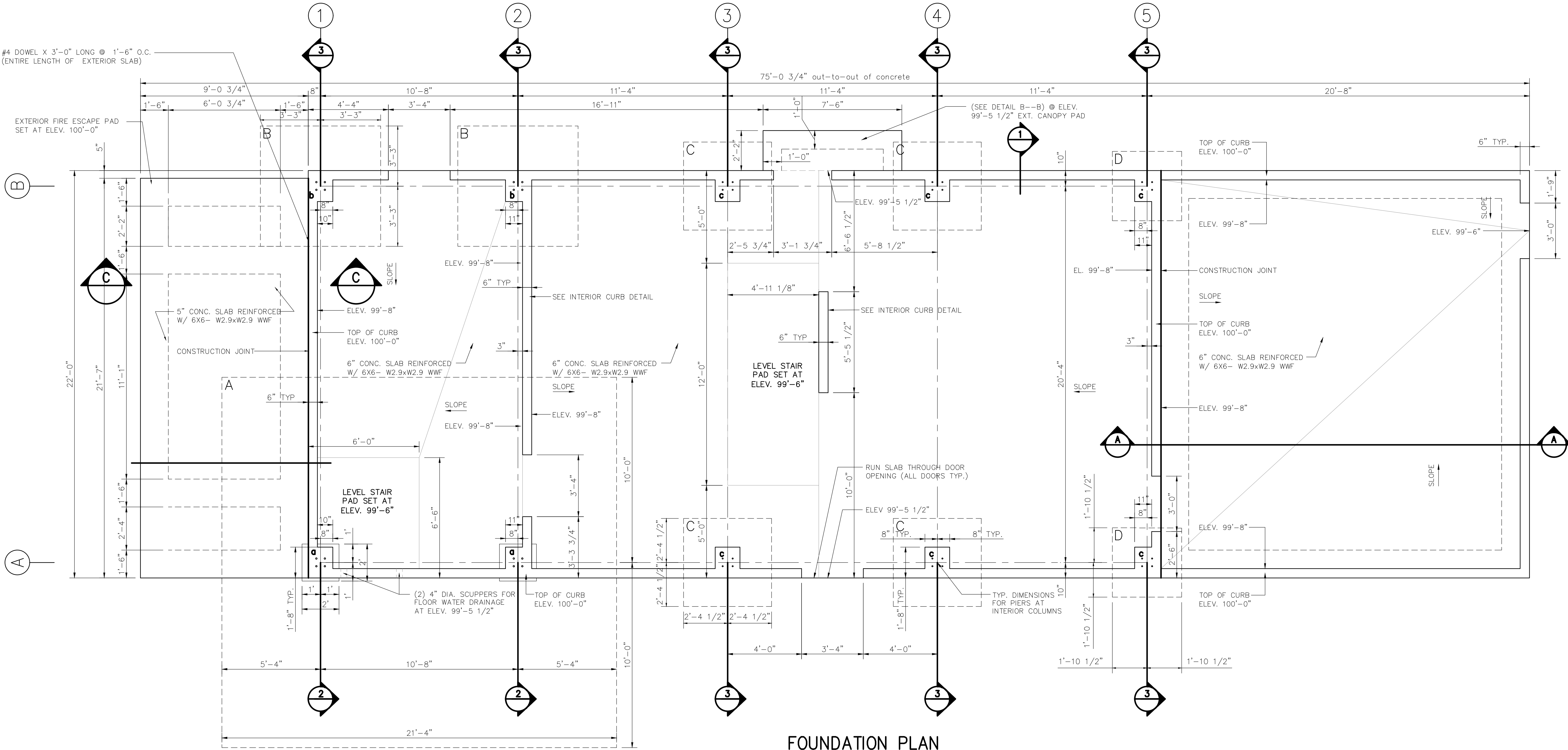
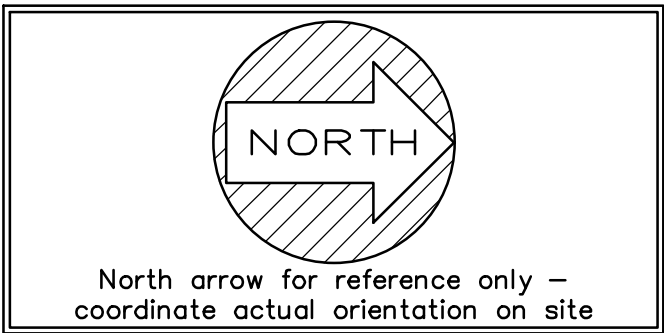
END OF ADDENDUM NO. #2

CONCRETE & REINFORCING STEEL SPECIFICATIONS			
1. SCHEDULE OF CONCRETE MIX REQUIREMENTS:			
USE	28 DAY STRENGTH	SLUMP (INCH)	MAX AGGREGATE (INCH)
FLOOR SLABS	3000 PSI	3"	3/4"
WALLS & PIERS	4000 PSI	5"	3/4"
FOOTINGS/MATS	3000 PSI	5"	1 1/2"
2. CONCRETE EXPOSED TO WEATHER (OUTSIDE SLABS, FLOOR SLABS, CURBS, ETC.) SHALL CONTAIN 4 TO 7 PERCENT AIR BY VOLUME			
3. NOT USED			
4. CEMENT SHALL CONFORM TO ASTM C150, TYPE II; CONCRETE SHALL CONFORM TO ASTM C94.			
5. AGGREGATE SHALL CONFORM TO ASTM C-33.			
6. REINFORCING STEEL SHALL CONFORM TO ASTM A615-GRADE 60.			
7. WELDED WIRE FABRIC SHALL CONFORM TO ASTM A185.			
8. LAP ALL HORIZONTAL REINFORCING #6 AND GREATER 6'-0" AT SIDE LAPS AND 1'-4" (HOOK) AT CORNERS, MIN. LAP ALL HORIZONTAL REINFORCING #5 AND LESS 2'-6" AT SIDE LAPS AND 1'-0" (HOOK) AT CORNERS, MIN. LAP ALL WELDED WIRE FABRIC 8" AT SIDE AND END LAPS.			
9. SITE SHALL BE PREPARED AS RECOMMENDED IN SOIL REPORT PREPARED BY UNIVERSAL ENGINEERING SCIENCES. OF SOUTH DAYTONA, FL ON JULY 18, 2019. FOUNDATION IS DESIGNED FOR A SOIL BEARING OF 3,000 PSF. PLEASE NOTIFY PROFESSIONAL IN CHARGE OF THE SOIL REPORT OF ANY UNUSUAL SOIL CONDITIONS.			
A. REMOVE EXISTING SOIL LAYER NOT SUITABLE FOR SUPPORT TO A MINIMUM DEPTH OF THREE FEET AND REPLACE WITH ENGINEERED FILL PER PAGE FIVE OF THE SOILS REPORT.			
B. ENSURE ADEQUATE SITE DRAINAGE PER SOIL REPORT.			
10. COMPACT FILL UNDER FLOOR SLABS 95% TO DENSITY PLACE 6 INCHES OF ENGINEERED FILL UNDER ALL SLABS/GRADE BEAMS. REMOVE ALL MATERIAL UNDER THE FOOTINGS THAT DO NOT COMPLY WITH A SOIL BEARING PRESSURE OF 3,000 PSF. REPLACE THIS MATERIAL WITH ENGINEERED FILL UNDER ALL FOOTINGS (95% COMPACTION) IN 12" MAXIMUM LIFTS.			
11. PLACE CONTROL JOINTS AT 15'-0" O.C. MAXIMUM IN EACH DIRECTION FOR ALL FLOOR SLABS			
12. FIBERMESH SHOULD BE INCORPORATED IN ALL CONCRETE FLOOR SLABS TO MINIMIZE THERMAL CRACKING.			

FOOTING SCHEDULE						
MARK	SIZE	TOP STEEL		BOTTOM STEEL		PIER DOWELS
		LONGITUDINAL	TRANSVERSE	LONGITUDINAL	TRANSVERSE	
A	21'-4" X 20'-0" X 2'-0"	38 - #5'S	39 - #5'S	38 - #5'S	39 - #5'S	4 - #8'S
B	6'-6" X 6'-6" X 1'-6"	7 - #5'S	7 - #5'S	7 - #5'S	7 - #5'S	4 - #6'S
C	4'-9" X 4'-9" X 1'-6"	6 - #5'S	6 - #5'S	6 - #5'S	6 - #5'S	4 - #6'S
D	3'-9" X 3'-9" X 1'-6"	4 - #5'S	4 - #5'S	4 - #5'S	4 - #5'S	4 - #6'S

NOTES:
1. TOP OF CURB ELEVATION IS 100'-0".
TOP ELEVATION OF ALL FOOTINGS IS 97'-6".

2. COORDINATE PLAN ELEVATIONS WITH SITE ELEVATIONS.



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

FOUNDATION PLAN

REVISIONS

1. WIND LOAD: 03/25/20

by

DWK

Engineer: Steven P. Westra

Address: 314 Wilburn Road, Sun Prairie, WI 53590

Phone: 608-327-4100

Fax: 608-834-1843

Florida License #: PE 56328

STATE OF FLORIDA

PROFESSIONAL ENGINEER

NO. 56328

DATE: MAR 27 2020

THIS DRAWING AND ALL PARTS THEREOF IS THE EXCLUSIVE PROPERTY OF FIRE FACILITIES, INC.

314 WILBURN ROAD, SUN PRAIRIE, WI 53590

OFFICE: (608) 327-4100 FAX (608) 834-1843

AND MAY NOT BE REPRODUCED IN WHOLE OR PART WITHOUT WRITTEN PERMISSION.

FIRE FACILITIES

STEEL FIRE TRAINING TOWERS

WESCO MODEL WH-4

CUSTOM

PORT ORANGE, FL

FOUNDATION DESIGN

Job Description

Date

Drawn by

Checked by

Scale

Order No.

Sheet No.

ANJ

JANUARY 24, 2020

DWK

SHOWN

#221393

#221393

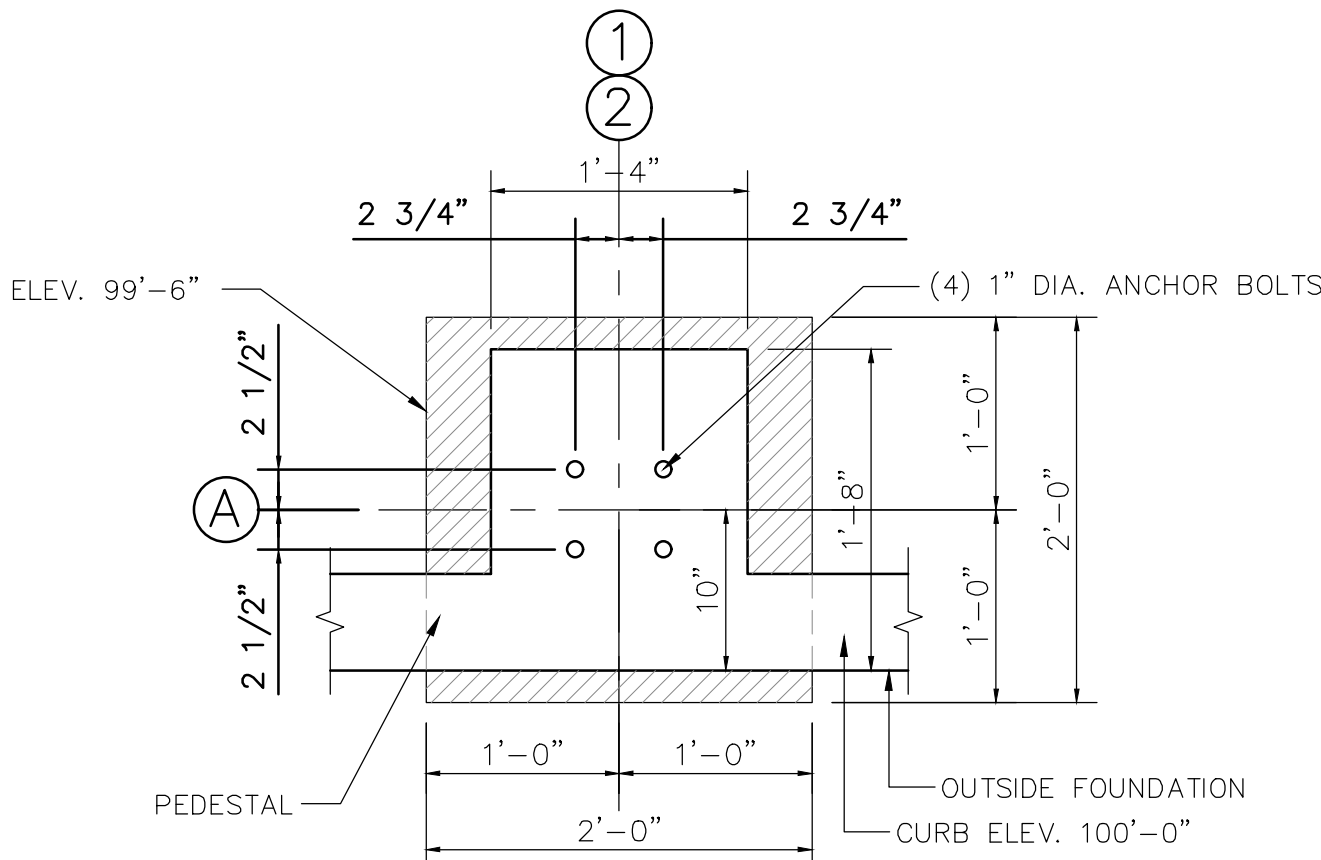
3/4" DIA. F1554 (GRADE 36) HEX HEAD BOLT

scale: 1" = 1'-0"



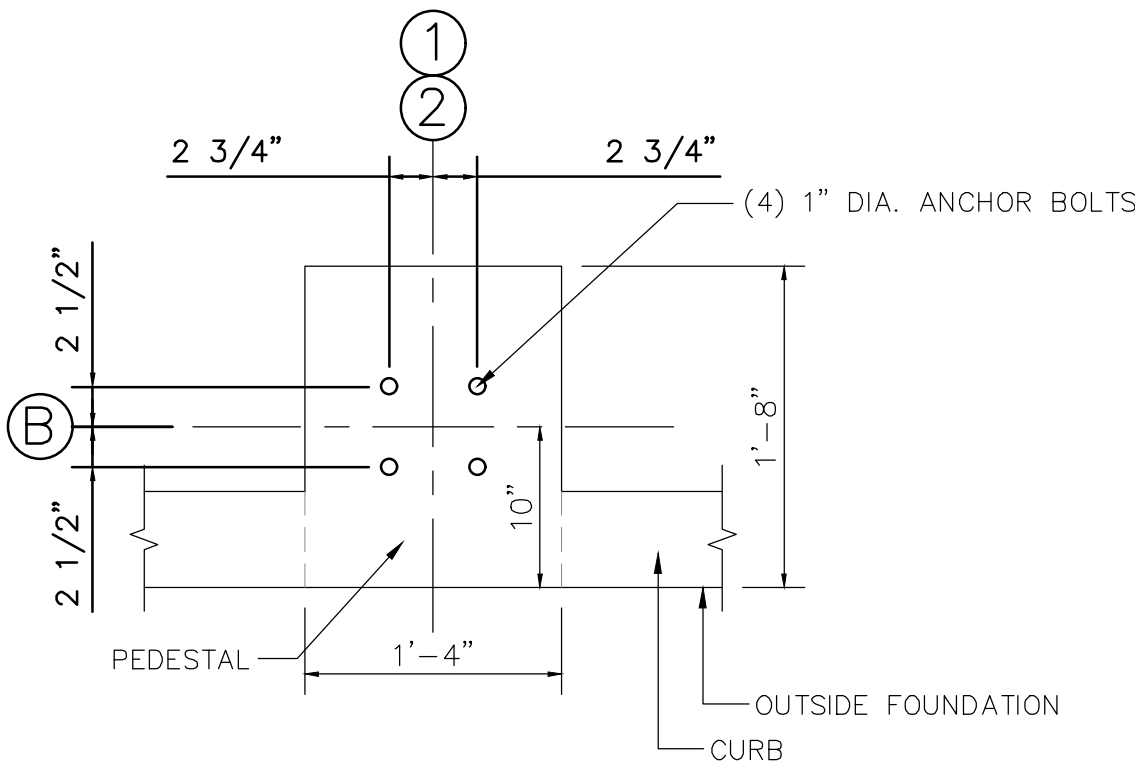
1" DIA. F1554 (GRADE 36) HEX HEAD BOLT

scale: 1" = 1'-0"



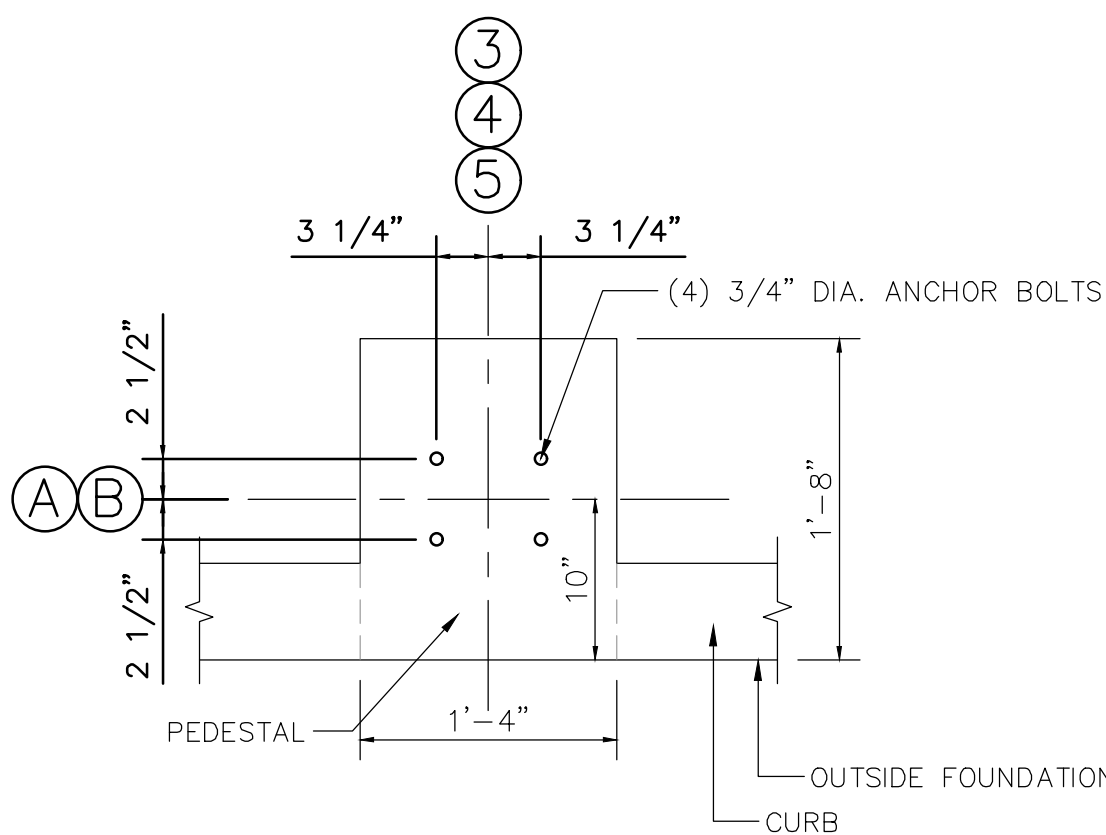
a BOLT SECTION PATTERN

scale: 1" = 1'-0"



b BOLT SECTION PATTERN

scale: 1" = 1'-0"



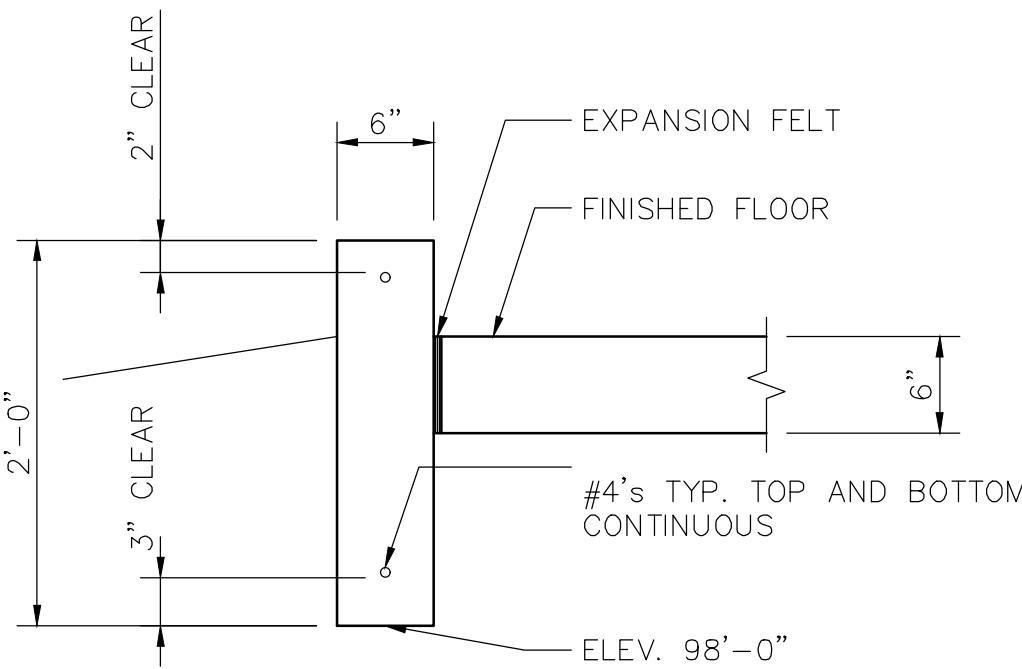
c BOLT SECTION PATTERN

scale: 1" = 1'-0"



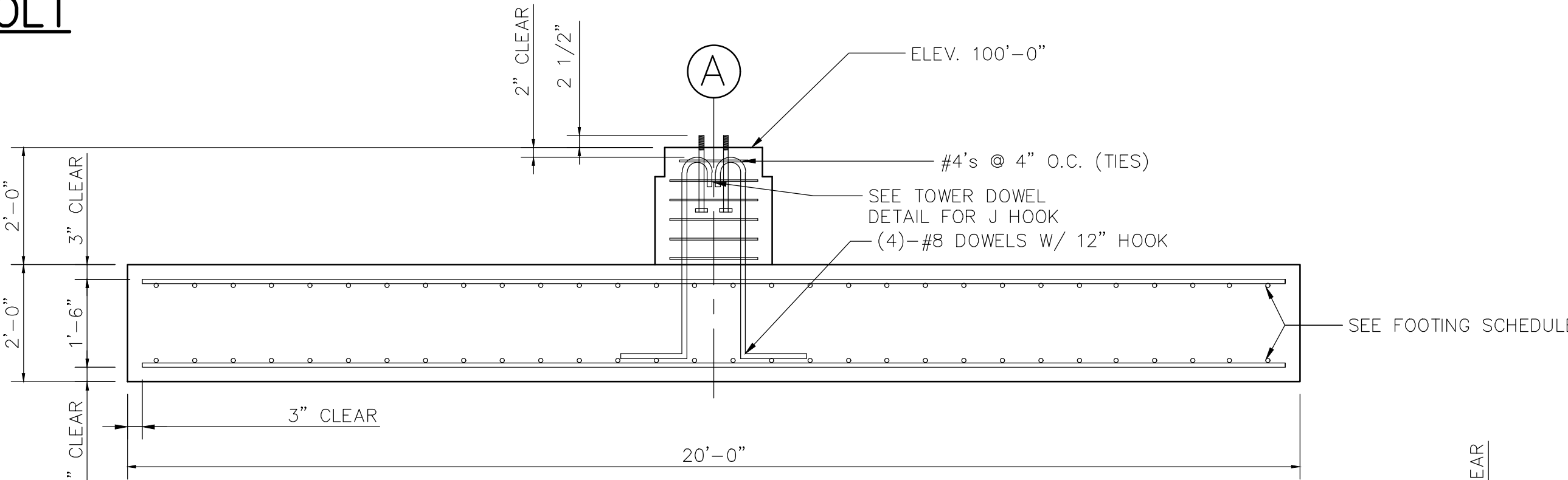
1 TYPICAL WALL SECTION

scale: 1" = 1'-0"



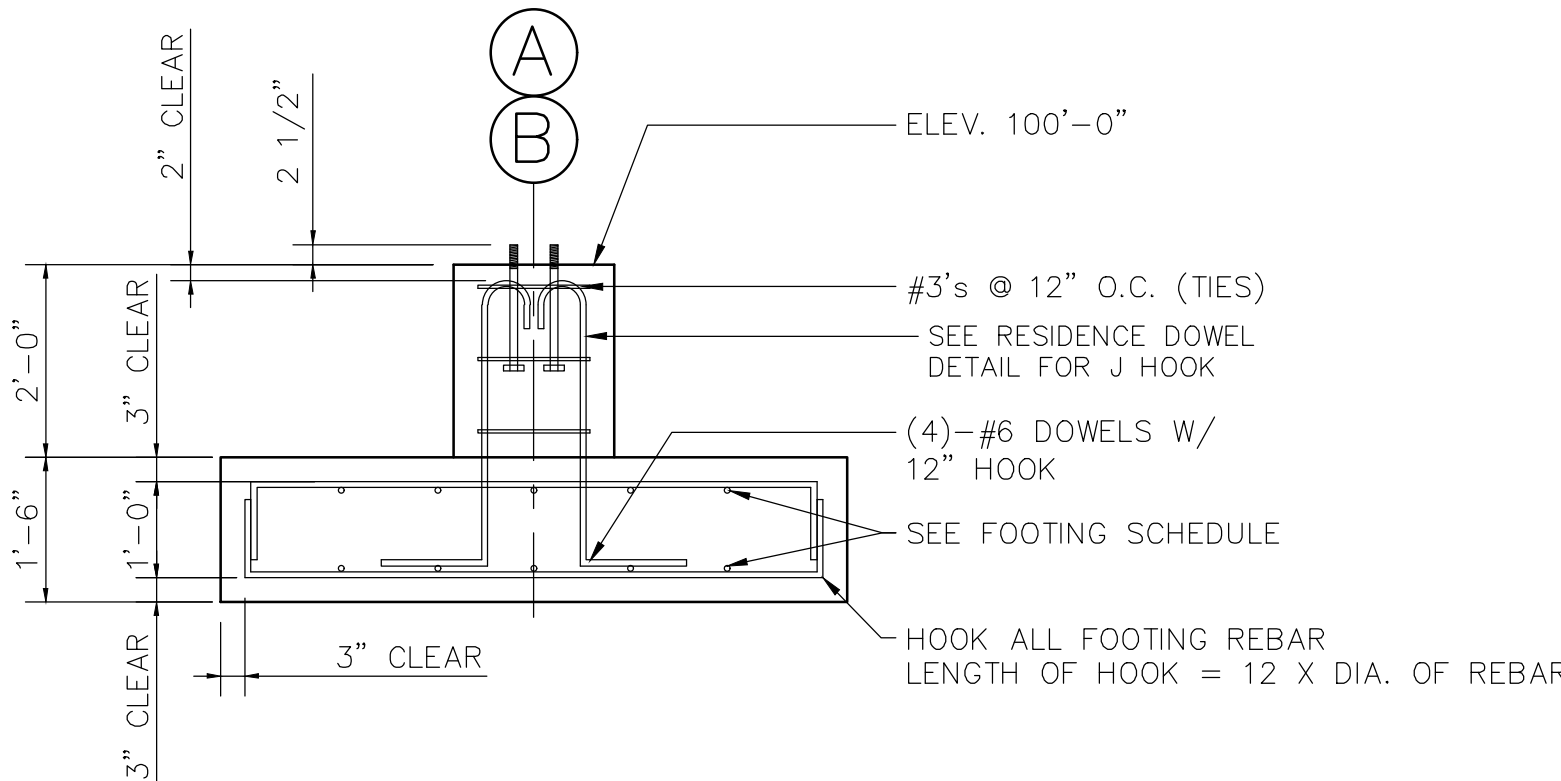
2 SECTION THROUGH PIER

scale: 1/2" = 1'-0"



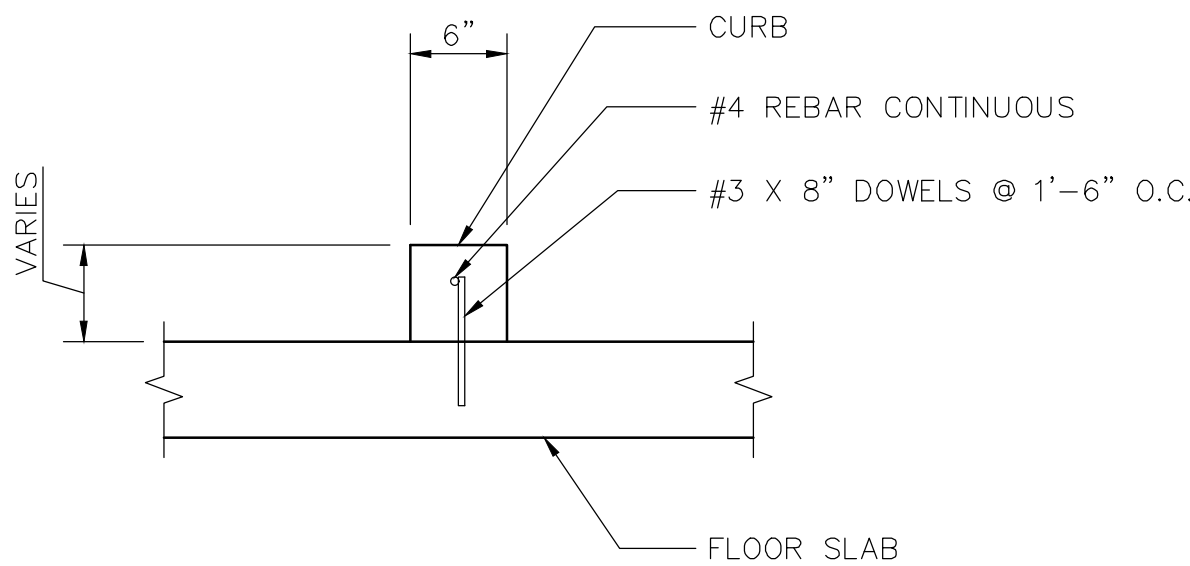
3 SECTION THROUGH PIER

scale: 1/2" = 1'-0"



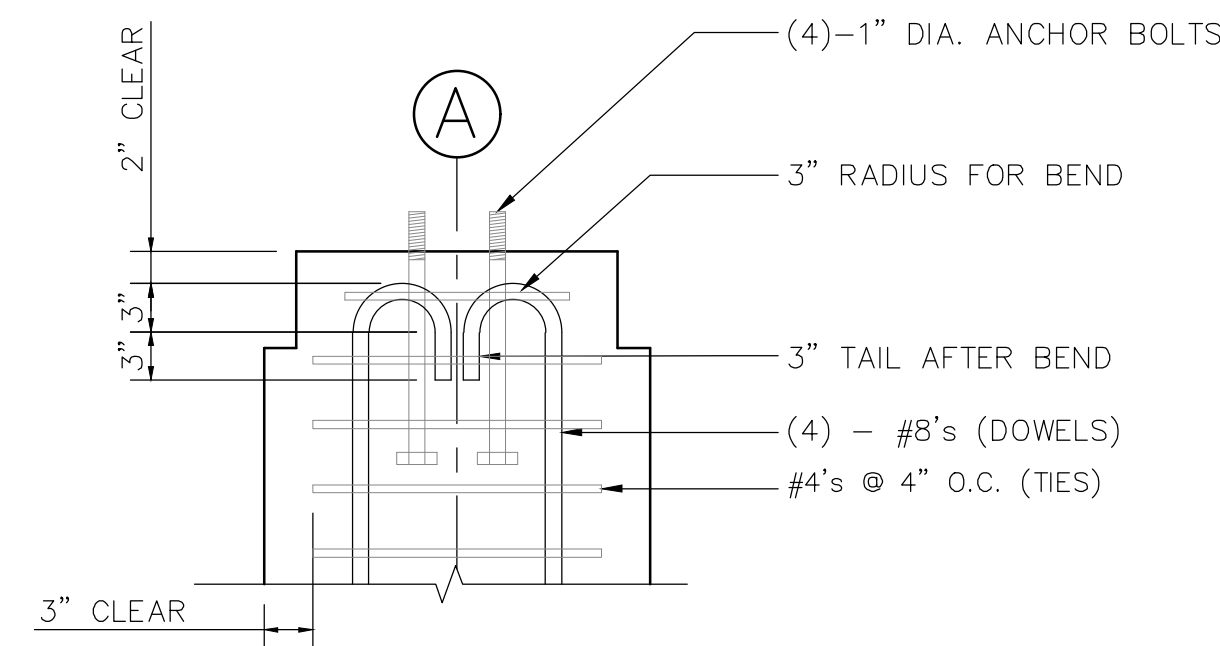
DETAIL FOR INTERIOR CURBS

scale: 1" = 1'-0"



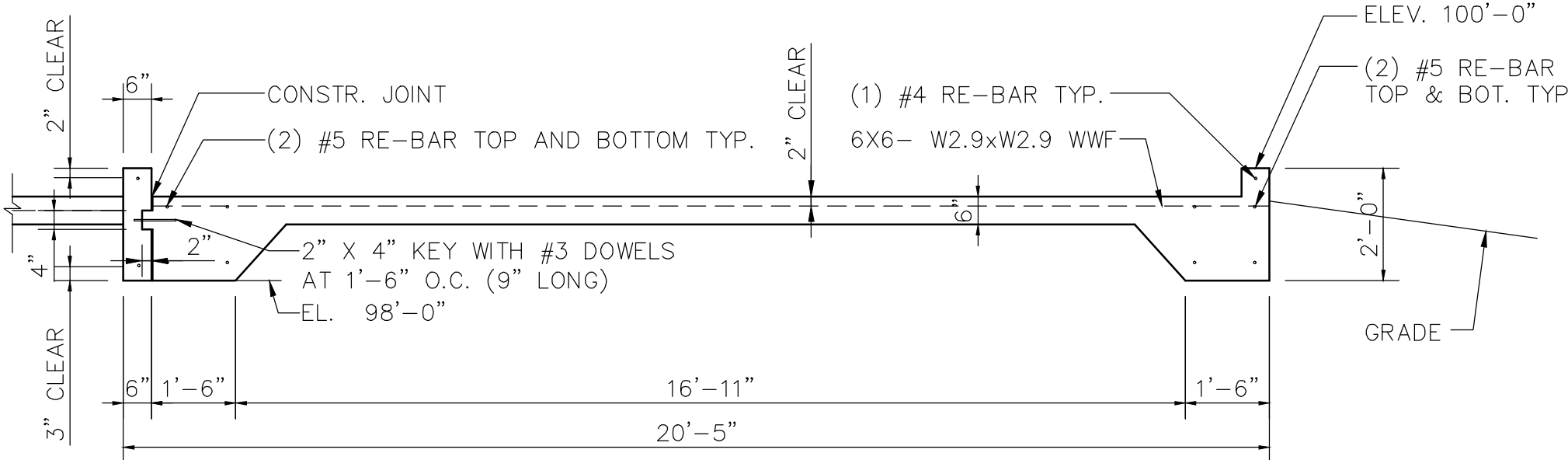
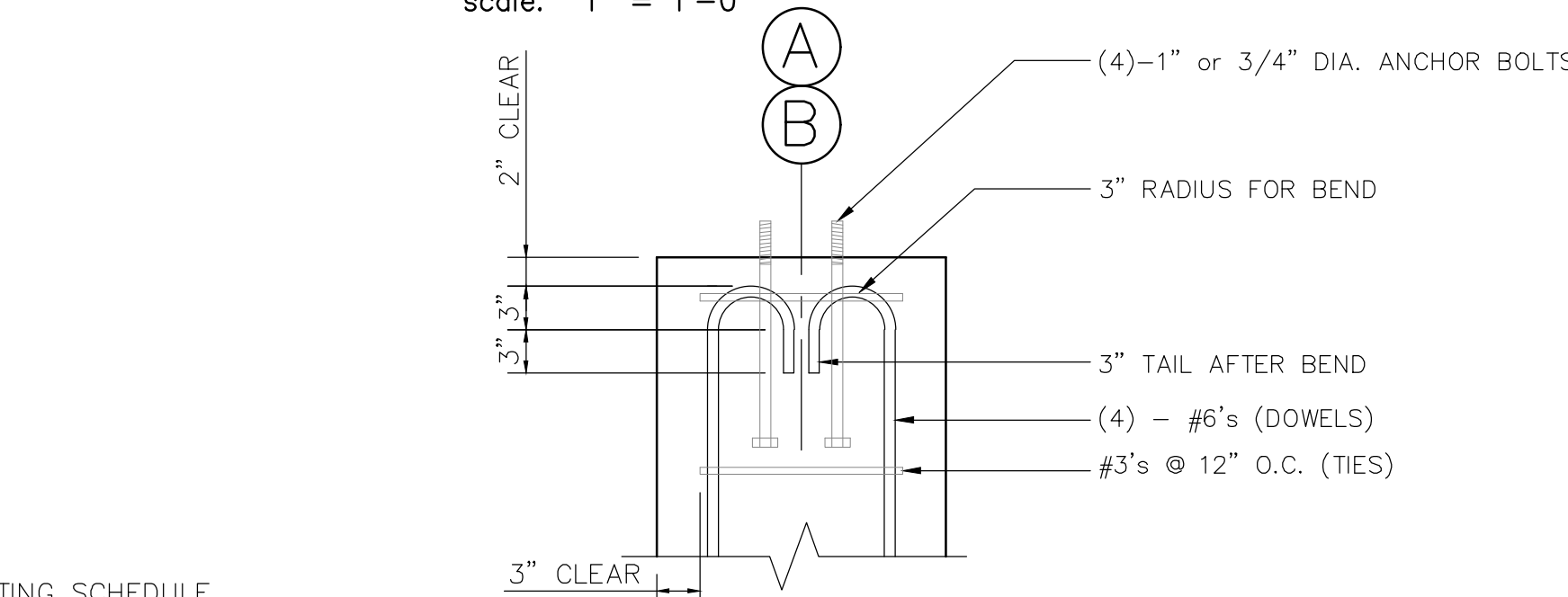
TOWER DOWEL DETAIL FOR J HOOK

scale: 1" = 1'-0"



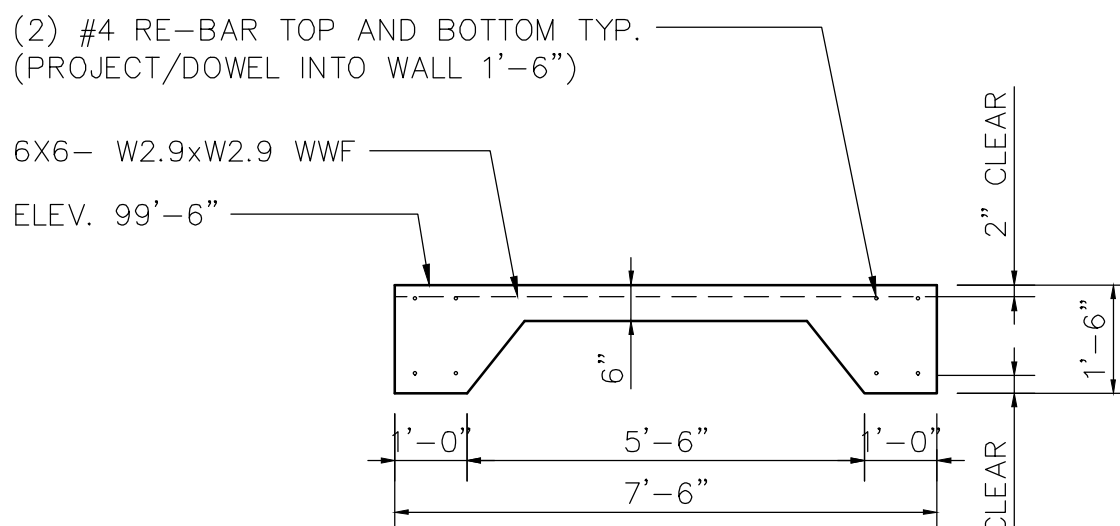
RESIDENCE DOWEL DETAIL FOR J HOOK

scale: 1" = 1'-0"



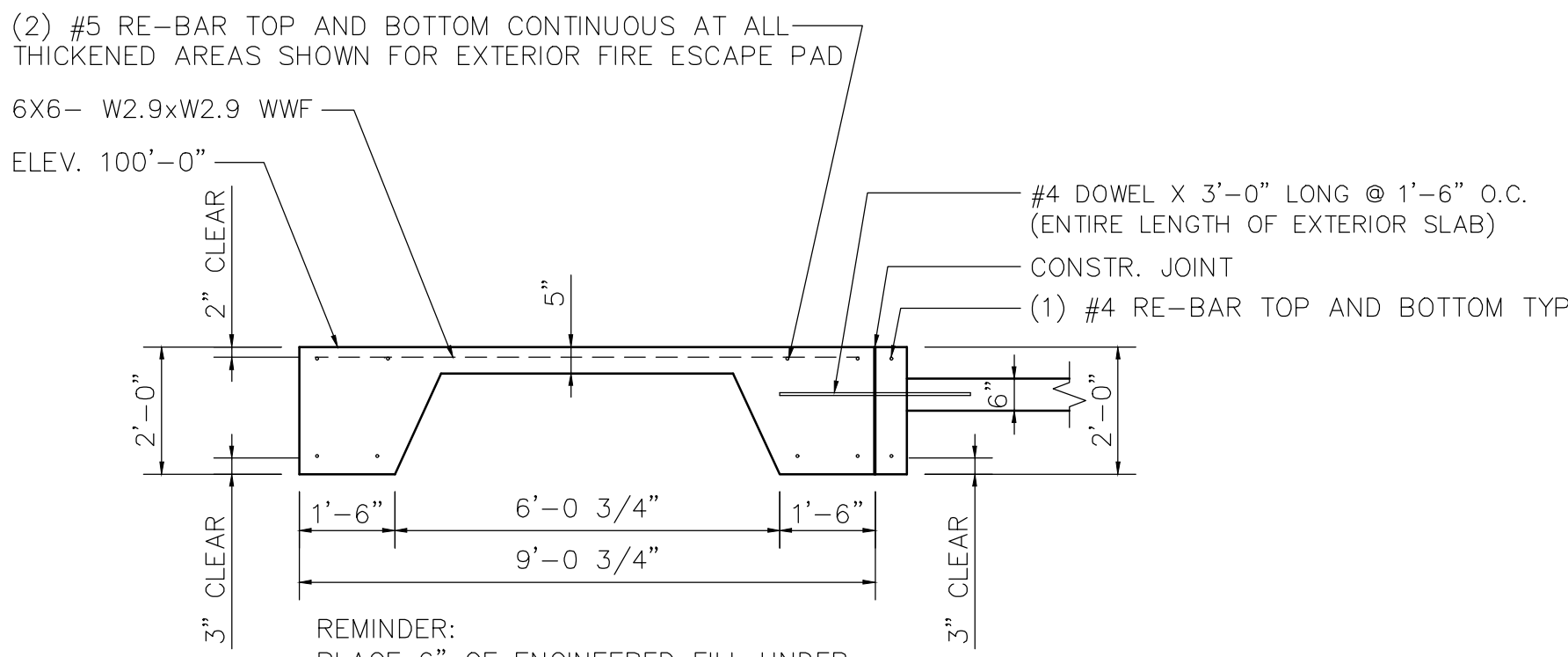
TYPICAL SECTION A--A

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



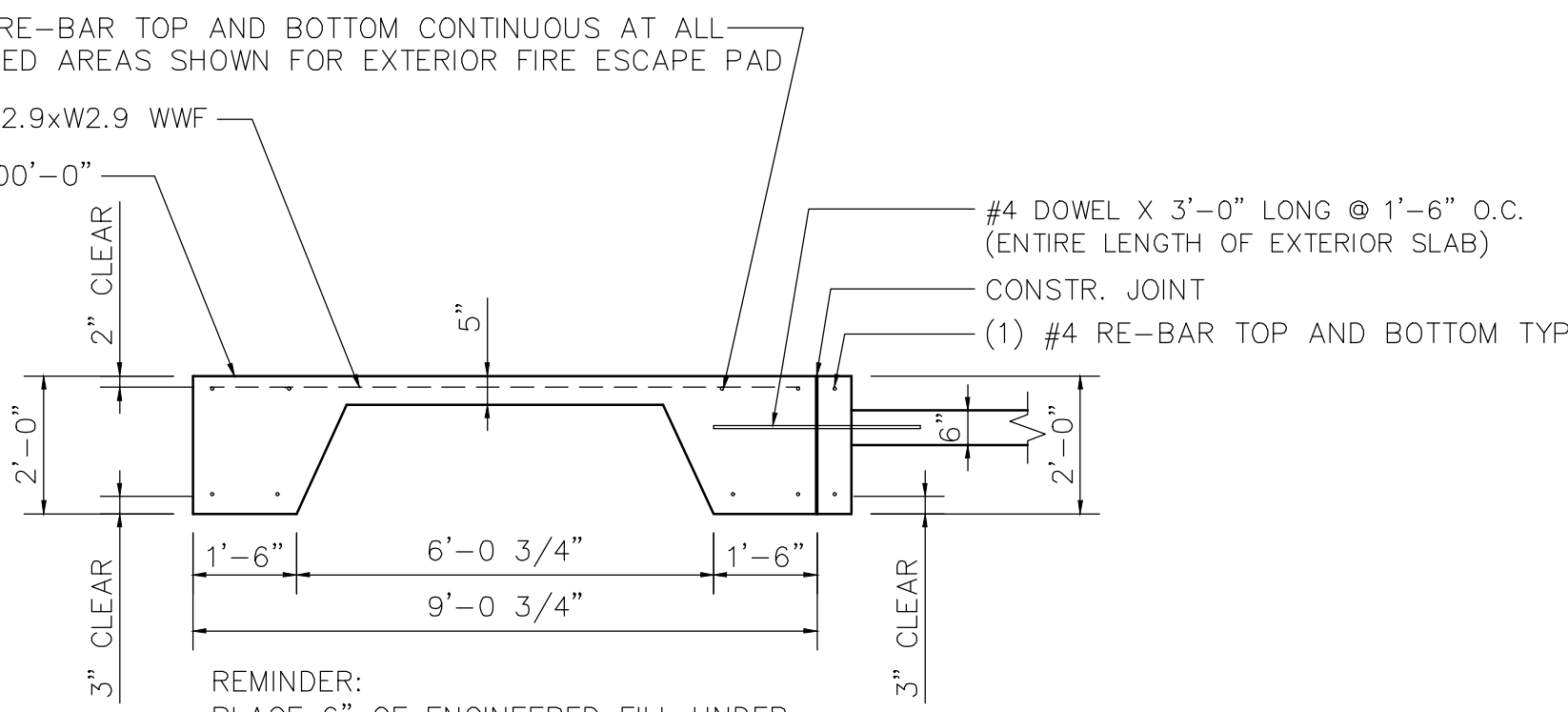
TYPICAL SECTION B--B

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



TYPICAL SECTION C--C

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



REVISIONS

1. WIND LOAD: 03/25/20

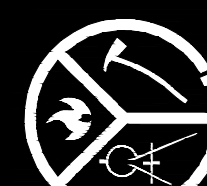
by DWK

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State of Florida
Exp. 12/31/2020

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Lab Description

WESCO MODEL WH-4
CUSTOM
PORT ORANGE, FL

Sheet Title

FOUNDATION DESIGN

Date

JANUARY 24, 2020

Drawn by

DWK

Checked by

Scale

SHOWN

Order No.

#221393

Sheet No.

02 of 02

Page 229 of

FIRE TRAINING EQUIPMENT
CONCRETE FOUNDATION CALCULATIONS

WESCO MODEL WH-5 CUSTOM
12'X22'X50' TOWER SIMULATOR, 22'X34'X24' RESIDENCE SIMULATOR
FOR

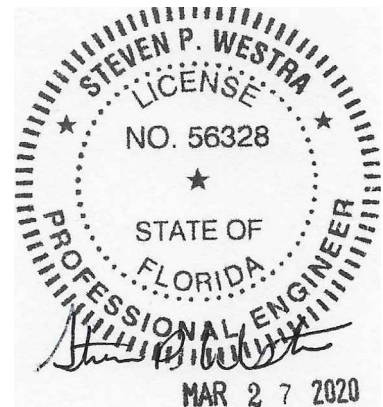
PORT ORANGE, FL

DESIGN CODE: FBC 2017

DESIGN LOADS TAKEN FROM STRUCTURAL CALCULATIONS
BASED ON THE INFORMATION SHOWN BELOW

ROOF LIVE LOAD: 100 psf
FLOOR LIVE LOAD: 100 psf
WIND LOAD: 140 mph, EXP C; Risk Cat. II
SEISMIC DESIGN CAT: B
SITE CLASS: D

PREPARED BY: DWK
DATE: 03/25/2020
ORDER NUMBER: #221393



LOAD CASE	COLUMN	SHEAR (KIPS)	DOWNWARD (KIPS)	UPLIFT (KIPS)
WIND	A1,A2	17.69	69.11	102.46
	B1,B2	9.82	12.82	28.88
	A3,B3	4.78	4.01	15.77
	A4,B4	4.30	1.95	15.78
	A5,B5	2.91	1.06	7.89
DEAD	A1,A2	0.48	14.99	0.00
	B1,B2	0.48	14.99	0.00
	A3,B3	0.57	11.18	0.00
	A4,B4	0.58	9.85	0.00
	A5,B5	0.40	5.10	0.00
LIVE	A1,A2	1.41	53.37	0.00
	B1,B2	1.41	53.37	0.00
	A3,B3	1.46	40.71	0.00
	A4,B4	1.50	34.16	0.00
	A5,B5	0.89	13.86	0.00
SEISMIC	A1,A2	1.60	9.02	9.01
	B1,B2	0.51	1.84	1.84
	A3,B3	0.34	0.76	0.76
	A4,B4	0.29	0.63	0.63
	A5,B5	0.13	0.24	0.24

Reactions shown above are individual load cases with a load factor of one (no reductions). These reactions are based on FBC 2017 with a 140 mph; exp C wind and a seismic category B. Please also note that these reactions are based on the fire training simulator show on the Fire Facilities drawing dated or revised on 03/25/2020

CAST IN PLACE "HEADED" ANCHOR BOLT DESIGN

Columns - WH-4 (braced tower)

GENERAL INFORMATION - DATA ENTRY

NUMBER OF ANCHORS IN BASE PLATE $n := 4$

BOLT TYPE - F1554 (GRADE 36) ULTIMATE TENSILE STRENGTH $f_{ut} := 60000 \text{ psi}$

BOLT DIAMETER $d_o := 1.00 \text{ in}$

BOLT EMBEDMENT LENGTH $h_{ef} := 12.5 \text{ in}$

NUMBER OF THREADS PER INCH $n_t := 8$

BEARING AREA OF HEAD $A_b := 1.163 \text{ in}^2$

DEPTH OF SLAB/PIER $h := 24 \text{ in}$

EDGE DISTANCES/SPACING

$c_{minx} := 9.25 \text{ in}$ $spacing_x := 5.5 \text{ in}$

$c_{miny} := 9.5 \text{ in}$ $spacing_y := 5 \text{ in}$

PIER/4EDGES (1=yes, 2=no)

$P := 1$ $h_{ef} := h_{ef} - 6 \text{ in}$

$h_{ef} = 6.5 \text{ in}$

RIGIDLY WELDED (1=yes, 2=no)

$RW := 2$

CONCRETE STRENGTH

$f_c := 4000 \text{ psi}$

REBAR SIZE @ ANCHOR & EDGE OF CONC (<#4BAR, $\psi=1$; >#4BAR, $\psi=1.2$ &w/stirup space<=4" $\psi=1.4$) - (D6.2.7)

MODERATE OR HIGH SEISMIC RISK (1=yes, 2=no) (D3.3.4.4)

$R := 2$

$\psi_c := 1.4$

Hef BETWEEN OR EQUAL TO 11 IN AND 25 (1=yes, 2=no)

$EF := \text{if}(11 \text{ in} < h_{ef} \leq 25 \text{ in}, 1, 2)$

$EF = 2$

LOAD SUMMARY

SHEAR - UNFACTORED LOADS IN MOST CONSERVATIVE DIRECTION PER COLUMN

$V_d := 0.48 \text{ k}$

$V_l := 1.41 \text{ k}$

$V_w := 17.69 \text{ k}$

$V_{seis} := 1.6 \text{ k}$

TENSION - UNFACTORED LOADS PER COLUMN- UPLIFT MUST BE A NEGATIVE VALUE - (D3.2)

$P_d := 14.99 \text{ k}$

$P_l := 53.37 \text{ k}$

$P_w := -102.46 \text{ k}$

$P_{seis} := -9.02 \text{ k}$

SHEAR - FACTORED PER BOLT - (D3.2)

$$U_{v1} := \frac{(1.2 \cdot V_d + 1.6 \cdot V_l)}{n}$$

$U_{v1} = 0.708 \cdot \text{k}$

$$U_{v2} := \frac{(1.2 \cdot V_d + 0.5 \cdot V_l + 1.0 \cdot V_w)}{n}$$

$U_{v2} = 4.743 \cdot \text{k}$

$$U_{v3} := \frac{(0.9 \cdot V_d + 1.0 \cdot V_w)}{n}$$

$U_{v3} = 4.53 \cdot \text{k}$

$$U_{v4} := \frac{(1.2 \cdot V_d + 1.0 \cdot V_{seis} + 0.5 \cdot V_l)}{n}$$

$U_{v4} = 0.72 \cdot \text{k}$

$$U_{v5} := \frac{(0.9 \cdot V_d + 1.0 \cdot V_{seis})}{n}$$

$U_{v5} = 0.508 \cdot \text{k}$

$$U_{vmax} := \max(U_{v1}, U_{v2}, U_{v3}, U_{v4}, U_{v5})$$

$U_{vmax} = 4.743 \cdot \text{k}$

TENSION - FACTORED PER BOLT - (D3.2)

$$U_{p1} := \frac{(1.2 \cdot P_d + 1.6 \cdot P_l)}{n}$$

$U_{p1} = 25.845 \cdot \text{k}$

$$U_{p2} := \frac{(1.2 \cdot P_d + 0.5 \cdot P_l + 1.0 \cdot P_w)}{n}$$

$U_{p2} = -14.447 \cdot \text{k}$

$$U_{p3} := \frac{(0.9 \cdot P_d + 1.0 \cdot P_w)}{n}$$

$U_{p3} = -22.242 \cdot \text{k}$

$$U_{p4} := \frac{(1.2 \cdot P_d + 1.0 \cdot P_{seis} + 0.5 \cdot P_l)}{n}$$

$U_{p4} = 8.913 \cdot \text{k}$

$$U_{p5} := \frac{(0.9 \cdot P_d + 1.0 \cdot P_{seis})}{n}$$

$U_{p5} = 1.118 \cdot \text{k}$

$$U_{pmax} := \min(U_{p1}, U_{p2}, U_{p3}, U_{p4}, U_{p5}, 0 \text{ k})$$

$U_{pmax} = -22.242 \cdot \text{k}$

STEEL STRENGTH OF FASTENER

$$A_{se} := \frac{\pi}{4} \cdot \left(d_o - \frac{.9743 \text{ in}}{n_t} \right)^2 \quad A_{se} = 0.606 \cdot \text{in}^2$$

Tension - (D5.1 - EQ D-2)

D5.2.1

$$\phi_t := .75 \quad N_s := n \cdot A_{se} \cdot f_{ut} \quad N_s = 145.379 \cdot \text{k}$$

$$\phi N_s := \phi_t \cdot N_s \quad \phi N_s = 109.034 \cdot \text{k}$$

$$\text{codecheck} := \text{if}(|U_{pmax}| \leq \phi N_s, \text{"OK"}, \text{"NOT OK"})$$

codecheck = "OK"

Shear - (D6.1 - EQ D-29)

$$\phi_s := .65 \quad V_s := n \cdot (0.6) A_{se} \cdot f_{ut} \quad V_s = 87.227 \cdot \text{k}$$

$$\phi V_s := \phi_s \cdot V_s \quad \phi V_s = 56.698 \cdot \text{k}$$

$$\text{codecheck} := \text{if}(U_{vmax} \leq \phi V_s, \text{"OK"}, \text{"NOT OK"})$$

codecheck = "OK"

CONCRETE BREAKOUT STRENGTH OF FASTENERS IN TENSION (D5.2)

$$c_{max} := \max(c_{miny}, c_{minx})$$

$$c_{max} = 9.5 \cdot \text{in}$$

$$\phi := .75$$

$$c_{min} := \min(c_{minx}, c_{miny})$$

$$c_{min} = 9.25 \cdot \text{in}$$

$$h'_{ef} := \text{if} \left(c_{max} \leq 1.5 \cdot h_{ef}, \frac{c_{max}}{1.5}, h_{ef} \right)$$

$$h'_{ef} := \text{if}(P = 1, h'_{ef}, h_{ef}) \quad h'_{ef} = 6.333 \cdot \text{in}$$

$$c_{minx} := \min(c_{minx}, 1.5 \cdot h_{ef})$$

$$c_{minx} = 9.25 \cdot \text{in}$$

$$s_x := \min(\text{spacing}_x, 3 \cdot h_{ef})$$

$$s_x = 5.5 \cdot \text{in}$$

$$c_{miny} := \min(c_{miny}, 1.5 \cdot h_{ef})$$

$$c_{miny} = 9.5 \cdot \text{in}$$

$$s_y := \min(\text{spacing}_y, 3 \cdot h_{ef})$$

$$s_y = 5 \cdot \text{in}$$

$$A_{nc} := \text{if} \left[P = 2, (1.5 \cdot h_{ef} + s_x + c_{minx}) \cdot (1.5 \cdot h_{ef} + s_y + c_{miny}), (s_x + 2 \cdot c_{minx}) \cdot (s_y + 2 \cdot c_{miny}) \right]$$

$$A_{nc} = 576 \cdot \text{in}^2 \quad \text{fig RD5.2.1}$$

$$A_{nco} := 9 \cdot h'_{ef}{}^2$$

$$A_{nco} = 361 \cdot \text{in}^2$$

$$A_{nc} := \min(A_{nc}, n \cdot A_{nco})$$

$$A_{nc} = 576 \cdot \text{in}^2$$

$$k_1 := 24 \text{ in}^{-.5} \cdot 11 \text{ kbf}^{.5}$$

$$k_{ef} := 16 \text{ in}^{-.67} \cdot 11 \text{ kbf}^{.5}$$

$$N_b := k_1 \cdot \sqrt{f_c} \cdot h'_{ef}{}^{1.5}$$

$$N_b = 24.193 \cdot \text{k}$$

D5.2.2 - EQ D-6

$$EFN_b := k_{ef} \cdot \sqrt{f_c} \cdot h'_{ef}{}^{1.67}$$

$$EFN_b = 22.074 \cdot \text{k}$$

D5.2.2 - EQ D-7

$$N_b := \text{if}(EF = 1, \min(N_b, EFN_b), N_b)$$

$$N_b = 24.193 \cdot \text{k}$$

$$\psi_{ec} := 1.0$$

D5.2.4 - EQ D-8

not eccentrically loaded

$$\psi_{ed} := \text{if} \left(c_{min} \geq 1.5 \cdot h'_{ef}, 1, 0.7 + 0.3 \cdot \frac{c_{min}}{1.5 \cdot h'_{ef}} \right)$$

$$\psi_{ed} = 0.99$$

D5.2.5 - EQ D-10

$$\psi_{cn} := 1.0$$

D5.2.6 - assumed cracking

$$N_{cbg} := \frac{A_{nc}}{A_{nco}} \cdot \psi_{ec} \cdot \psi_{ed} \cdot \psi_{cn} \cdot N_b$$

$$N_{cbg} = 38.297 \cdot \text{k}$$

for a group of fasteners

D5.2.1 - EQ D-4

$$\phi N_{cbg} := \text{if}(R = 1, .75 \cdot \phi \cdot N_{cbg}, \phi \cdot N_{cbg})$$

$$\phi N_{cbg} = 28.723 \cdot \text{k}$$

$$\text{codecheck} := \text{if}(|U_{pmax}| \leq \phi N_{cbg}, \text{"OK"}, \text{"NOT OK"})$$

codecheck = "OK"

PULL OUT STRENGTH OF FASTENER IN TENSION (D5.3)

$$\psi_{cp} := 1.0$$

D5.3.6 - assumed cracking

$$N_{pn} := \psi_{cp} \cdot 8 \cdot f_c \cdot A_b$$

$$N_{pn} = 37.216 \cdot k$$

D5.3.1 - EQ D-13

$$\phi N_{pn} := \text{if}(R = 1, .75 \cdot \phi \cdot N_{pn}, \phi \cdot N_{pn})$$

$$\phi N_{pn} = 27.912 \cdot k$$

$$\text{codecheck} := \text{if}(|U_{pmax}| \leq \phi N_{pn}, \text{"OK"}, \text{"NOT OK"})$$

codecheck = "OK"

CONCRETE SIDE FACE BLOW OUT STRENGTH OF FASTENERS IN TENSION (D5.4)

$$N_{sb} := 160 \cdot \left(\frac{\text{lbf} \cdot \text{in}^5}{\text{in}} \right) \cdot c_{min} \cdot \sqrt{A_b} \cdot \sqrt{f_c}$$

$$N_{sb} = 100.944 \cdot k$$

D5.4.1 - EQ D-16

$$N_{sbg} := \text{if} \left[c_{min} < .4 \cdot h'_{ef}, \left(1 + \frac{\min(6 \cdot c_{min}, \text{spacing}_x, \text{spacing}_y)}{6 \cdot c_{min}} \right) \cdot N_{sb}, N_{pn} \right]$$

$$N_{sbg} = 37.216 \cdot k$$

D5.4.2 - EQ D-17

$$\phi N_{sbg} := \text{if}(R = 1, .75 \cdot \phi \cdot N_{sbg}, \phi \cdot N_{sbg})$$

$$\phi N_{sbg} = 27.912 \cdot k$$

$$\text{codecheck} := \text{if}(|U_{pmax}| \leq \phi N_{sbg}, \text{"OK"}, \text{"NOT OK"})$$

codecheck = "OK"

CONCRETE BREAKOUT STRENGTH OF FASTENER IN SHEAR (D6.2)

$$c_{alx} := \text{if}(RW = 1, c_{minx} + \text{spacing}_x, c_{minx})$$

$$c_{alx} = 9.25 \cdot \text{in}$$

$$c_{aly} := \text{if}(RW = 1, c_{miny} + \text{spacing}_y, c_{miny})$$

$$c_{aly} = 9.5 \cdot \text{in}$$

$$c_{a2x} := \min(c_{miny}, 1.5 \cdot c_{alx})$$

$$c_{a2x} = 9.5 \cdot \text{in}$$

$$c_{a2y} := \min(c_{minx}, 1.5 \cdot c_{aly})$$

$$c_{a2y} = 9.25 \cdot \text{in}$$

$$c_{a3x} := \text{if}(P = 1, c_{a2x}, 1.5 \cdot c_{alx})$$

$$c_{a3x} = 9.5 \cdot \text{in}$$

$$c_{a3y} := \text{if}(P = 1, c_{a2y}, 1.5 \cdot c_{aly})$$

$$c_{a3y} = 9.25 \cdot \text{in}$$

$$h_x := \min(h, 1.5 \cdot c_{alx})$$

$$h_x = 13.875 \cdot \text{in}$$

$$h_y := \min(h, 1.5 \cdot c_{aly})$$

$$h_y = 14.25 \cdot \text{in}$$

D6.2.2 - EQ D-32

$$\text{spacing}_x = 5.5 \cdot \text{in}$$

$$\text{spacing}_y = 5 \cdot \text{in}$$

$$A_{vcx} := 4.5 \cdot c_{alx}^2$$

$$A_{vcx} = 385 \cdot \text{in}^2$$

$$A_{vcy} := 4.5 \cdot c_{aly}^2$$

$$A_{vcy} = 406.1 \cdot \text{in}^2$$

$$A_{vcx} := \text{if}[RW = 1, 2 \cdot (1.5 \cdot c_{alx}) + \min(3 \cdot c_{alx}, s_x), 2(1.5 \cdot c_{alx})] \cdot h_x$$

$$A_{vcy} := \text{if}[RW = 1, 2 \cdot (1.5 \cdot c_{aly}) + \min(3 \cdot c_{aly}, s_y), 2(1.5 \cdot c_{aly})] \cdot h_y$$

fig RD6.2.1

$$A_{vcx} = 385 \cdot \text{in}^2$$

$$A_{vcy} = 406.1 \cdot \text{in}^2$$

$$V_{bx} := \min \left[9 \cdot \sqrt{f_c} \cdot c_{alx}^{1.5} \cdot \left(\frac{\text{lbf}}{\text{in}} \right)^{.5}, \text{if}(RW = 1, 8, 7) \cdot \left[\left(\frac{\min(h_{ef}, 8 \cdot d_o)}{d_o} \right)^2 \cdot \sqrt{d_o} \cdot \sqrt{f_c} \cdot c_{alx}^{1.5} \right] \cdot \left(\frac{\text{lbf} \cdot \text{in}^5}{\text{in}} \right) \right]$$

$$V_{bx} = 16.013 \cdot k$$

D6.2.2, 3 - EQ D-33, 34, 35

$$V_{by} := \min \left[9 \cdot \sqrt{f_c} \cdot c_{aly}^{1.5} \cdot \left(\frac{\text{lbf}}{\text{in}} \right)^{.5}, \text{if}(RW = 1, 8, 7) \cdot \left[\left(\frac{\min(h_{ef}, 8 \cdot d_o)}{d_o} \right)^2 \cdot \sqrt{d_o} \cdot \sqrt{f_c} \cdot c_{aly}^{1.5} \right] \cdot \left(\frac{\text{lbf} \cdot \text{in}^5}{\text{in}} \right) \right]$$

$$V_{by} = 16.667 \cdot k$$

D6.2.2, 3 - EQ D-33, 34, 35

$$\psi_{edvx} := \min \left(1, .7 + .3 \cdot \frac{c_{a2x}}{1.5 \cdot c_{alx}} \right)$$

$$\psi_{edvx} = 0.9$$

$$\psi_{edvy} := \min \left(1, .7 + .3 \cdot \frac{c_{a2y}}{1.5 \cdot c_{aly}} \right)$$

$$\psi_{edvy} = 0.89$$

D6.2.6 - EQ D-37,38

$$\psi_{ecv} := 1.0$$

D6.2.5 - EQ D-36

not eccentrically loaded

$$\psi_c = 1.4$$

D6.2.7 - See Above

D6.2.1 - EQ D-31

$$V_{cbgx} := \frac{A_{vcx}}{A_{vcx}} \cdot \psi_{ecv} \cdot \psi_{edvx} \cdot \psi_c \cdot V_{bx}$$

$$V_{cbgx} = 22.956 \cdot k$$

$$V_{cbgy} := \frac{A_{vcy}}{A_{vcy}} \cdot \psi_{ecv} \cdot \psi_{edvy} \cdot \psi_c \cdot V_{by}$$

$$V_{cbgy} = 21.127 \cdot k$$

$$\phi V_{cbgx} := \phi \cdot V_{cbgx}$$

$$\phi V_{cbgx} = 17.217 \cdot k$$

$$\phi V_{cbgy} := \phi \cdot V_{cbgy}$$

$$\phi V_{cbgy} = 15.845 \cdot k$$

$$\text{codecheckX} := \text{if}(U_{vmax} \leq \phi V_{cbgx}, \text{"OK"}, \text{"NOT OK"})$$

$$\text{codecheckY} := \text{if}(U_{vmax} \leq \phi V_{cbgy}, \text{"OK"}, \text{"NOT OK"})$$

codecheckX = "OK"

codecheckY = "OK"

CONCRETE PRYOUT STRENGTH OF FASTENER IN SHEAR (D6.3)

$$k_{cp} := \text{if}(h_{ef} < 2.5\text{in}, 1, 2)$$

$$k_{cp} = 2$$

$$N_{cbg} = 38.297 \cdot k$$

$$V_{cp} := k_{cp} \cdot N_{cbg}$$

$$V_{cp} = 76.594 \cdot k$$

D6.3.1 - EQ D-41

$$\phi V_{cp} := \phi \cdot V_{cp}$$

$$\phi V_{cp} = 57.445 \cdot k$$

$$\text{codecheck} := \text{if}(U_{vmax} \leq \phi V_{cp}, \text{"OK"}, \text{"NOT OK"})$$

codecheck = "OK"

COMBINATION OF TENSILE AND SHEAR FORCES

$$\phi N_n := \min(\phi N_s, \phi N_{cbg}, \phi N_{pn}, \phi N_{sbg})$$

$$\phi N_n = 27.912 \cdot k$$

$$\phi V_n := \min(\phi V_s, \phi V_{cbgx}, \phi V_{cbgy}, \phi V_{cp})$$

$$\phi V_n = 15.845 \cdot k$$

$$\text{SOLUTION1} := \text{if}(U_{vmax} \leq .2 \cdot \phi V_n, \text{"FULL TENSION ALLOWED"}, \text{"COMBINATION REQUIRED"})$$

$$\text{SOLUTION1} = \text{"COMBINATION REQUIRED"}$$

$$\text{SOLUTION2} := \text{if}(|U_{pmax}| \leq .2 \cdot \phi N_n, \text{"FULL SHEAR ALLOWED"}, \text{"COMBINATION REQUIRED"})$$

$$\text{SOLUTION2} = \text{"COMBINATION REQUIRED"}$$

COMBINATION

$$\text{Check} := \frac{|U_{pmax}|}{\phi N_n} + \frac{U_{vmax}}{\phi V_n} = 1.096$$

D7.3 - EQ D-42

$$\text{codecheck} := \text{if}(\text{Check} \leq 1.2, \text{"OK"}, \text{"NOT OK"})$$

codecheck = "OK"

CAST IN PLACE "HEADED" ANCHOR BOLT DESIGN

Columns - WH-5 (unbraced tower)

GENERAL INFORMATION - DATA ENTRY

NUMBER OF ANCHORS IN BASE PLATE $n := 4$

BOLT TYPE - F1554 (GRADE 36) ULTIMATE TENSILE STRENGTH $f_{ut} := 60000\text{psi}$

BOLT DIAMETER $d_o := 1.00\text{in}$

BOLT EMBEDMENT LENGTH $h_{ef} := 12.5\text{in}$

NUMBER OF THREADS PER INCH $n_t := 8$

BEARING AREA OF HEAD $A_b := 1.163\text{in}^2$

DEPTH OF SLAB/PIER $h := 24\text{in}$

EDGE DISTANCES/SPACING

$c_{minx} := 5.25\text{in}$ $spacing_x := 5.5\text{in}$

$c_{miny} := 7.5\text{in}$ $spacing_y := 5\text{in}$

PIER/4EDGES (1=yes, 2=no)

$P := 1$ $h_{ef} := h_{ef} - 6\text{in}$

$h_{ef} = 6.5\text{in}$

RIGIDLY WELDED (1=yes, 2=no)

$RW := 2$

CONCRETE STRENGTH

$f_c := 4000\text{psi}$

REBAR SIZE @ ANCHOR & EDGE OF CONC (<#4BAR, $\psi=1$; >#4BAR, $\psi=1.2$ &w/stirup space<=4" $\psi=1.4$) - (D6.2.7)

MODERATE OR HIGH SEISMIC RISK (1=yes, 2=no) (D3.3.4.4)

$R := 1$

$\psi_c := 1.0$

Hef BETWEEN OR EQUAL TO 11 IN AND 25 (1=yes, 2=no)

$EF := \text{if}(11\text{in} < h_{ef} \leq 25\text{in}, 1, 2)$

$EF = 2$

LOAD SUMMARY

SHEAR - UNFACTORED LOADS IN MOST CONSERVATIVE DIRECTION PER COLUMN

$V_d := 0.48\text{k}$

$V_l := 1.41\text{k}$

$V_w := 9.82\text{k}$

$V_{seis} := 0.51\text{k}$

TENSION - UNFACTORED LOADS PER COLUMN- UPLIFT MUST BE A NEGATIVE VALUE - (D3.2)

$P_d := 14.99\text{k}$

$P_l := 53.37\text{k}$

$P_w := -28.88\text{k}$

$P_{seis} := -1.84\text{k}$

SHEAR - FACTORED PER BOLT - (D3.2)

$$U_{v1} := \frac{(1.2 \cdot V_d + 1.6 \cdot V_l)}{n}$$

$U_{v1} = 0.708 \cdot \text{k}$

$$U_{v2} := \frac{(1.2 \cdot V_d + 0.5 \cdot V_l + 1.0 \cdot V_w)}{n}$$

$U_{v2} = 2.775 \cdot \text{k}$

$$U_{v3} := \frac{(0.9 \cdot V_d + 1.0 \cdot V_w)}{n}$$

$U_{v3} = 2.563 \cdot \text{k}$

$$U_{v4} := \frac{(1.2 \cdot V_d + 1.0 \cdot V_{seis} + 0.5 \cdot V_l)}{n}$$

$U_{v4} = 0.448 \cdot \text{k}$

$$U_{v5} := \frac{(0.9 \cdot V_d + 1.0 \cdot V_{seis})}{n}$$

$U_{v5} = 0.236 \cdot \text{k}$

$$U_{vmax} := \max(U_{v1}, U_{v2}, U_{v3}, U_{v4}, U_{v5})$$

$U_{vmax} = 2.775 \cdot \text{k}$

TENSION - FACTORED PER BOLT - (D3.2)

$$U_{p1} := \frac{(1.2 \cdot P_d + 1.6 \cdot P_l)}{n}$$

$U_{p1} = 25.845 \cdot \text{k}$

$$U_{p2} := \frac{(1.2 \cdot P_d + 0.5 \cdot P_l + 1.0 \cdot P_w)}{n}$$

$U_{p2} = 3.948 \cdot \text{k}$

$$U_{p3} := \frac{(0.9 \cdot P_d + 1.0 \cdot P_w)}{n}$$

$U_{p3} = -3.847 \cdot \text{k}$

$$U_{p4} := \frac{(1.2 \cdot P_d + 1.0 \cdot P_{seis} + 0.5 \cdot P_l)}{n}$$

$U_{p4} = 10.708 \cdot \text{k}$

$$U_{p5} := \frac{(0.9 \cdot P_d + 1.0 \cdot P_{seis})}{n}$$

$U_{p5} = 2.913 \cdot \text{k}$

$$U_{pmax} := \min(U_{p1}, U_{p2}, U_{p3}, U_{p4}, U_{p5}, 0\text{k})$$

$U_{pmax} = -3.847 \cdot \text{k}$

STEEL STRENGTH OF FASTENER

$$A_{se} := \frac{\pi}{4} \cdot \left(d_o - \frac{.9743 \text{ in}}{n_t} \right)^2 \quad A_{se} = 0.606 \cdot \text{in}^2$$

Tension - (D5.1 - EQ D-2)

D5.2.1

$$\phi_t := .75 \quad N_s := n \cdot A_{se} \cdot f_{ut} \quad N_s = 145.379 \cdot k$$

$$\phi N_s := \phi_t \cdot N_s \quad \phi N_s = 109.034 \cdot k$$

$$\text{codecheck} := \text{if}(|U_{pmax}| \leq \phi N_s, \text{"OK"}, \text{"NOT OK"})$$

codecheck = "OK"

Shear - (D6.1 - EQ D-29)

$$\phi_s := .65 \quad V_s := n \cdot (0.6) A_{se} \cdot f_{ut} \quad V_s = 87.227 \cdot k$$

$$\phi V_s := \phi_s \cdot V_s \quad \phi V_s = 56.698 \cdot k$$

$$\text{codecheck} := \text{if}(U_{vmax} \leq \phi V_s, \text{"OK"}, \text{"NOT OK"})$$

codecheck = "OK"

CONCRETE BREAKOUT STRENGTH OF FASTENERS IN TENSION (D5.2)

$$c_{max} := \max(c_{miny}, c_{minx})$$

$$c_{max} = 7.5 \cdot \text{in}$$

$$\phi := .75$$

$$c_{min} := \min(c_{minx}, c_{miny})$$

$$c_{min} = 5.25 \cdot \text{in}$$

$$h'_{ef} := \text{if} \left(c_{max} \leq 1.5 \cdot h_{ef}, \frac{c_{max}}{1.5}, h_{ef} \right)$$

$$h'_{ef} := \text{if}(P = 1, h'_{ef}, h_{ef}) \quad h'_{ef} = 5 \cdot \text{in}$$

$$c_{minx} := \min(c_{minx}, 1.5 \cdot h_{ef})$$

$$c_{minx} = 5.25 \cdot \text{in}$$

$$s_x := \min(\text{spacing}_x, 3 \cdot h_{ef})$$

$$s_x = 5.5 \cdot \text{in}$$

$$c_{miny} := \min(c_{miny}, 1.5 \cdot h_{ef})$$

$$c_{miny} = 7.5 \cdot \text{in}$$

$$s_y := \min(\text{spacing}_y, 3 \cdot h_{ef})$$

$$s_y = 5 \cdot \text{in}$$

$$A_{nc} := \text{if} \left[P = 2, (1.5 \cdot h_{ef} + s_x + c_{minx}) \cdot (1.5 \cdot h_{ef} + s_y + c_{miny}), (s_x + 2 \cdot c_{minx}) \cdot (s_y + 2 \cdot c_{miny}) \right]$$

$$A_{nc} = 320 \cdot \text{in}^2 \quad \text{fig RD5.2.1}$$

$$A_{nco} := 9 \cdot h'_{ef}{}^2$$

$$A_{nco} = 225 \cdot \text{in}^2$$

$$A_{nc} := \min(A_{nc}, n \cdot A_{nco})$$

$$A_{nc} = 320 \cdot \text{in}^2$$

$$k_1 := 24 \text{ in}^{-.5} \cdot 11 \text{ kbf}^{.5}$$

$$k_{ef} := 16 \text{ in}^{-.67} \cdot 11 \text{ kbf}^{.5}$$

$$N_b := k_1 \cdot \sqrt{f_c} \cdot h'_{ef}{}^{1.5}$$

$$N_b = 16.971 \cdot k$$

D5.2.2 - EQ D-6

$$EFN_b := k_{ef} \cdot \sqrt{f_c} \cdot h'_{ef}{}^{1.67}$$

$$EFN_b = 14.874 \cdot k$$

D5.2.2 - EQ D-7

$$N_b := \text{if}(EF = 1, \min(N_b, EFN_b), N_b)$$

$$N_b = 16.971 \cdot k$$

$$\psi_{ec} := 1.0$$

D5.2.4 - EQ D-8

not eccentrically loaded

$$\psi_{ed} := \text{if} \left(c_{min} \geq 1.5 \cdot h'_{ef}, 1, 0.7 + 0.3 \cdot \frac{c_{min}}{1.5 \cdot h'_{ef}} \right)$$

$$\psi_{ed} = 0.91$$

D5.2.5 - EQ D-10

$$\psi_{cn} := 1.0$$

D5.2.6 - assumed cracking

$$N_{cbg} := \frac{A_{nc}}{A_{nco}} \cdot \psi_{ec} \cdot \psi_{ed} \cdot \psi_{cn} \cdot N_b$$

$$N_{cbg} = 21.964 \cdot k$$

for a group of fasteners

D5.2.1 - EQ D-4

$$\phi N_{cbg} := \text{if}(R = 1, .75 \cdot \phi \cdot N_{cbg}, \phi \cdot N_{cbg})$$

$$\phi N_{cbg} = 12.355 \cdot k$$

$$\text{codecheck} := \text{if}(|U_{pmax}| \leq \phi N_{cbg}, \text{"OK"}, \text{"NOT OK"})$$

codecheck = "OK"

PULL OUT STRENGTH OF FASTENER IN TENSION (D5.3)

$$\psi_{cp} := 1.0$$

D5.3.6 - assumed cracking

$$N_{pn} := \psi_{cp} \cdot 8 \cdot f_c \cdot A_b$$

$$N_{pn} = 37.216 \cdot k$$

D5.3.1 - EQ D-13

$$\phi N_{pn} := \text{if}(R = 1, .75 \cdot \phi \cdot N_{pn}, \phi \cdot N_{pn})$$

$$\phi N_{pn} = 20.934 \cdot k$$

$$\text{codecheck} := \text{if}(|U_{pmax}| \leq \phi N_{pn}, \text{"OK"}, \text{"NOT OK"})$$

codecheck = "OK"

CONCRETE SIDE FACE BLOW OUT STRENGTH OF FASTENERS IN TENSION (D5.4)

$$N_{sb} := 160 \cdot \left(\frac{\text{lbf} \cdot \text{in}^5}{\text{in}} \right) \cdot c_{min} \cdot \sqrt{A_b} \cdot \sqrt{f_c}$$

$$N_{sb} = 57.293 \cdot k$$

D5.4.1 - EQ D-16

$$N_{sbg} := \text{if} \left[c_{min} < .4 \cdot h'_{ef}, \left(1 + \frac{\min(6 \cdot c_{min}, \text{spacing}_x, \text{spacing}_y)}{6 \cdot c_{min}} \right) \cdot N_{sb}, N_{pn} \right]$$

$$N_{sbg} = 37.216 \cdot k$$

D5.4.2 - EQ D-17

$$\phi N_{sbg} := \text{if}(R = 1, .75 \cdot \phi \cdot N_{sbg}, \phi \cdot N_{sbg})$$

$$\phi N_{sbg} = 20.934 \cdot k$$

$$\text{codecheck} := \text{if}(|U_{pmax}| \leq \phi N_{sbg}, \text{"OK"}, \text{"NOT OK"})$$

codecheck = "OK"

CONCRETE BREAKOUT STRENGTH OF FASTENER IN SHEAR (D6.2)

$$c_{a1x} := \text{if}(RW = 1, c_{minx} + \text{spacing}_x, c_{minx})$$

$$c_{a1x} = 5.25 \cdot \text{in}$$

$$c_{a1y} := \text{if}(RW = 1, c_{miny} + \text{spacing}_y, c_{miny})$$

$$c_{a1y} = 7.5 \cdot \text{in}$$

$$c_{a2x} := \min(c_{miny}, 1.5 \cdot c_{a1x})$$

$$c_{a2x} = 7.5 \cdot \text{in}$$

$$c_{a2y} := \min(c_{minx}, 1.5 \cdot c_{a1y})$$

$$c_{a2y} = 5.25 \cdot \text{in}$$

$$c_{a3x} := \text{if}(P = 1, c_{a2x}, 1.5 \cdot c_{a1x})$$

$$c_{a3x} = 7.5 \cdot \text{in}$$

$$c_{a3y} := \text{if}(P = 1, c_{a2y}, 1.5 \cdot c_{a1y})$$

$$c_{a3y} = 5.25 \cdot \text{in}$$

$$h_x := \min(h, 1.5 \cdot c_{a1x})$$

$$h_x = 7.875 \cdot \text{in}$$

$$h_y := \min(h, 1.5 \cdot c_{a1y})$$

$$h_y = 11.25 \cdot \text{in}$$

D6.2.2 - EQ D-32

$$\text{spacing}_x = 5.5 \cdot \text{in}$$

$$\text{spacing}_y = 5 \cdot \text{in}$$

$$A_{vcx} := 4.5 \cdot c_{a1x}^2$$

$$A_{vcx} = 124 \cdot \text{in}^2$$

$$A_{vcy} := 4.5 \cdot c_{a1y}^2$$

$$A_{vcy} = 253.1 \cdot \text{in}^2$$

$$A_{vcx} := \text{if}[RW = 1, 2 \cdot (1.5 \cdot c_{a1x}) + \min(3 \cdot c_{a1x}, s_x), 2(1.5 \cdot c_{a1x})] \cdot h_x$$

$$A_{vcy} := \text{if}[RW = 1, 2 \cdot (1.5 \cdot c_{a1y}) + \min(3 \cdot c_{a1y}, s_y), 2(1.5 \cdot c_{a1y})] \cdot h_y$$

fig RD6.2.1

$$A_{vcx} = 124 \cdot \text{in}^2$$

$$A_{vcy} = 253.1 \cdot \text{in}^2$$

$$V_{bx} := \min \left[9 \cdot \sqrt{f_c} \cdot c_{a1x}^{1.5} \cdot \left(\frac{\text{lbf}}{\text{in}} \right)^{.5}, \text{if}(RW = 1, 8, 7) \cdot \left[\left(\frac{\min(h_{ef}, 8 \cdot d_o)}{d_o} \right)^2 \cdot \sqrt{d_o} \cdot \sqrt{f_c} \cdot c_{a1x}^{1.5} \right] \cdot \left(\frac{\text{lbf} \cdot \text{in}^5}{\text{in}} \right) \right]$$

$$V_{bx} = 6.847 \cdot k$$

D6.2.2, 3 - EQ D-33, 34, 35

$$V_{by} := \min \left[9 \cdot \sqrt{f_c} \cdot c_{a1y}^{1.5} \cdot \left(\frac{\text{lbf}}{\text{in}} \right)^{.5}, \text{if}(RW = 1, 8, 7) \cdot \left[\left(\frac{\min(h_{ef}, 8 \cdot d_o)}{d_o} \right)^2 \cdot \sqrt{d_o} \cdot \sqrt{f_c} \cdot c_{a1y}^{1.5} \right] \cdot \left(\frac{\text{lbf} \cdot \text{in}^5}{\text{in}} \right) \right]$$

$$V_{by} = 11.691 \cdot k$$

D6.2.2, 3 - EQ D-33, 34, 35

$$\psi_{edvx} := \min \left(1, .7 + .3 \cdot \frac{c_{a2x}}{1.5 \cdot c_{a1x}} \right)$$

$$\psi_{edvx} = 1.0$$

$$\psi_{edvy} := \min \left(1, .7 + .3 \cdot \frac{c_{a2y}}{1.5 \cdot c_{a1y}} \right)$$

$$\psi_{edvy} = 0.84$$

D6.2.6 - EQ D-37,38

$$\psi_{ecv} := 1.0$$

D6.2.5 - EQ D-36

not eccentrically loaded

$$\psi_c = 1.0$$

D6.2.7 - See Above

D6.2.1 - EQ D-31

$$V_{cbgx} := \frac{A_{vcx}}{A_{vcx}} \cdot \psi_{ecv} \cdot \psi_{edvx} \cdot \psi_c \cdot V_{bx}$$

$$V_{cbgx} = 7.633 \cdot k$$

$$V_{cbgy} := \frac{A_{vcy}}{A_{vcy}} \cdot \psi_{ecv} \cdot \psi_{edvy} \cdot \psi_c \cdot V_{by}$$

$$V_{cbgy} = 11.524 \cdot k$$

$$\phi V_{cbgx} := \phi \cdot V_{cbgx}$$

$$\phi V_{cbgx} = 5.725 \cdot k$$

$$\phi V_{cbgy} := \phi \cdot V_{cbgy}$$

$$\phi V_{cbgy} = 8.643 \cdot k$$

$$\text{codecheckX} := \text{if}(U_{vmax} \leq \phi V_{cbgx}, \text{"OK"}, \text{"NOT OK"})$$

$$\text{codecheckY} := \text{if}(U_{vmax} \leq \phi V_{cbgy}, \text{"OK"}, \text{"NOT OK"})$$

codecheckX = "OK"

codecheckY = "OK"

CONCRETE PRYOUT STRENGTH OF FASTENER IN SHEAR (D6.3)

$$k_{cp} := \text{if}(h_{ef} < 2.5\text{in}, 1, 2)$$

$$k_{cp} = 2$$

$$N_{cbg} = 21.964 \cdot k$$

$$V_{cp} := k_{cp} \cdot N_{cbg}$$

$$V_{cp} = 43.927 \cdot k$$

D6.3.1 - EQ D-41

$$\phi V_{cp} := \phi \cdot V_{cp}$$

$$\phi V_{cp} = 32.946 \cdot k$$

$$\text{codecheck} := \text{if}(U_{vmax} \leq \phi V_{cp}, \text{"OK"}, \text{"NOT OK"})$$

codecheck = "OK"

COMBINATION OF TENSILE AND SHEAR FORCES

$$\phi N_n := \min(\phi N_s, \phi N_{cbg}, \phi N_{pn}, \phi N_{sbg})$$

$$\phi N_n = 12.355 \cdot k$$

$$\phi V_n := \min(\phi V_s, \phi V_{cbgx}, \phi V_{cbgy}, \phi V_{cp})$$

$$\phi V_n = 5.725 \cdot k$$

$$\text{SOLUTION1} := \text{if}(U_{vmax} \leq .2 \cdot \phi V_n, \text{"FULL TENSION ALLOWED"}, \text{"COMBINATION REQUIRED"})$$

$$\text{SOLUTION1} = \text{"COMBINATION REQUIRED"}$$

$$\text{SOLUTION2} := \text{if}(|U_{pmax}| \leq .2 \cdot \phi N_n, \text{"FULL SHEAR ALLOWED"}, \text{"COMBINATION REQUIRED"})$$

$$\text{SOLUTION2} = \text{"COMBINATION REQUIRED"}$$

COMBINATION

$$\text{Check} := \frac{|U_{pmax}|}{\phi N_n} + \frac{U_{vmax}}{\phi V_n} = 0.796$$

D7.3 - EQ D-42

$$\text{codecheck} := \text{if}(\text{Check} \leq 1.2, \text{"OK"}, \text{"NOT OK"})$$

codecheck = "OK"

CAST IN PLACE "HEADED" ANCHOR BOLT DESIGN

Columns - WH-5 (residence)

GENERAL INFORMATION - DATA ENTRY

NUMBER OF ANCHORS IN BASE PLATE $n := 4$

BOLT TYPE - F1554 (GRADE 36) ULTIMATE TENSILE STRENGTH $f_{ut} := 60000\text{psi}$

BOLT DIAMETER $d_o := 0.75\text{in}$

BOLT EMBEDMENT LENGTH $h_{ef} := 12.5\text{in}$

NUMBER OF THREADS PER INCH $n_t := 10$

BEARING AREA OF HEAD $A_b := 0.654\text{in}^2$

DEPTH OF SLAB/PIER $h := 24\text{in}$

EDGE DISTANCES/SPACING

$c_{minx} := 4.75\text{in}$ $spacing_x := 5.5\text{in}$

$c_{miny} := 7.5\text{in}$ $spacing_y := 5\text{in}$

PIER/4EDGES (1=yes, 2=no)

$P := 1$ $h_{ef} := h_{ef} - 6\text{in}$

$h_{ef} = 6.5\text{in}$

RIGIDLY WELDED (1=yes, 2=no)

$RW := 2$

CONCRETE STRENGTH

$f_c := 4000\text{psi}$

REBAR SIZE @ ANCHOR & EDGE OF CONC (<#4BAR, $\psi=1$; >#4BAR, $\psi=1.2$ &w/stirup space<=4" $\psi=1.4$) - (D6.2.7)

MODERATE OR HIGH SEISMIC RISK (1=yes, 2=no) (D3.3.4.4)

$R := 2$

$\psi_c := 1.0$

Hef BETWEEN OR EQUAL TO 11 IN AND 25 (1=yes, 2=no)

$EF := \text{if}(11\text{in} < h_{ef} \leq 25\text{in}, 1, 2)$

$EF = 2$

LOAD SUMMARY

SHEAR - UNFACTORED LOADS IN MOST CONSERVATIVE DIRECTION PER COLUMN

$V_d := 0.57\text{k}$

$V_l := 1.46\text{k}$

$V_w := 4.78\text{k}$

$V_{seis} := 0.34\text{k}$

TENSION - UNFACTORED LOADS PER COLUMN- UPLIFT MUST BE A NEGATIVE VALUE - (D3.2)

$P_d := 11.18\text{k}$

$P_l := 40.71\text{k}$

$P_w := -15.77\text{k}$

$P_{seis} := -0.76\text{k}$

SHEAR - FACTORED PER BOLT - (D3.2)

$$U_{v1} := \frac{(1.2 \cdot V_d + 1.6 \cdot V_l)}{n}$$

$U_{v1} = 0.755 \cdot \text{k}$

$$U_{v2} := \frac{(1.2 \cdot V_d + 0.5 \cdot V_l + 1.0 \cdot V_w)}{n}$$

$U_{v2} = 1.548 \cdot \text{k}$

$$U_{v3} := \frac{(0.9 \cdot V_d + 1.0 \cdot V_w)}{n}$$

$U_{v3} = 1.323 \cdot \text{k}$

$$U_{v4} := \frac{(1.2 \cdot V_d + 1.0 \cdot V_{seis} + 0.5 \cdot V_l)}{n}$$

$U_{v4} = 0.438 \cdot \text{k}$

$$U_{v5} := \frac{(0.9 \cdot V_d + 1.0 \cdot V_{seis})}{n}$$

$U_{v5} = 0.213 \cdot \text{k}$

$$U_{vmax} := \max(U_{v1}, U_{v2}, U_{v3}, U_{v4}, U_{v5})$$

$U_{vmax} = 1.548 \cdot \text{k}$

TENSION - FACTORED PER BOLT - (D3.2)

$$U_{p1} := \frac{(1.2 \cdot P_d + 1.6 \cdot P_l)}{n}$$

$U_{p1} = 19.638 \cdot \text{k}$

$$U_{p2} := \frac{(1.2 \cdot P_d + 0.5 \cdot P_l + 1.0 \cdot P_w)}{n}$$

$U_{p2} = 4.5 \cdot \text{k}$

$$U_{p3} := \frac{(0.9 \cdot P_d + 1.0 \cdot P_w)}{n}$$

$U_{p3} = -1.427 \cdot \text{k}$

$$U_{p4} := \frac{(1.2 \cdot P_d + 1.0 \cdot P_{seis} + 0.5 \cdot P_l)}{n}$$

$U_{p4} = 8.253 \cdot \text{k}$

$$U_{p5} := \frac{(0.9 \cdot P_d + 1.0 \cdot P_{seis})}{n}$$

$U_{p5} = 2.325 \cdot \text{k}$

$$U_{pmax} := \min(U_{p1}, U_{p2}, U_{p3}, U_{p4}, U_{p5}, 0\text{k})$$

$U_{pmax} = -1.427 \cdot \text{k}$

STEEL STRENGTH OF FASTENER

$$A_{se} := \frac{\pi}{4} \cdot \left(d_o - \frac{.9743 \text{ in}}{n_t} \right)^2 \quad A_{se} = 0.334 \cdot \text{in}^2$$

Tension - (D5.1 - EQ D-2)

D5.2.1

$$\begin{aligned} \phi_t &:= .75 & N_s &:= n \cdot A_{se} \cdot f_{ut} & N_s &= 80.27 \cdot \text{k} \\ \phi N_s &:= \phi_t \cdot N_s & \phi N_s &= 60.203 \cdot \text{k} \\ \text{codecheck} &:= \text{if}(|U_{pmax}| \leq \phi N_s, \text{"OK"}, \text{"NOT OK"}) \end{aligned}$$

codecheck = "OK"

Shear - (D6.1 - EQ D-29)

$$\begin{aligned} \phi_s &:= .65 & V_s &:= n \cdot (0.6) A_{se} \cdot f_{ut} & V_s &= 48.162 \cdot \text{k} \\ \phi V_s &:= \phi_s \cdot V_s & \phi V_s &= 31.305 \cdot \text{k} \\ \text{codecheck} &:= \text{if}(U_{vmax} \leq \phi V_s, \text{"OK"}, \text{"NOT OK"}) \end{aligned}$$

codecheck = "OK"

CONCRETE BREAKOUT STRENGTH OF FASTENERS IN TENSION (D5.2)

$$\begin{aligned} c_{max} &:= \max(c_{minx}, c_{miny}) & c_{max} &= 7.5 \cdot \text{in} & \phi &:= .75 \\ c_{min} &:= \min(c_{minx}, c_{miny}) & c_{min} &= 4.75 \cdot \text{in} \\ h'_{ef} &:= \text{if}\left(c_{max} \leq 1.5 \cdot h_{ef}, \frac{c_{max}}{1.5}, h_{ef}\right) & h'_{ef} &:= \text{if}(P = 1, h'_{ef}, h_{ef}) & h'_{ef} &= 5 \cdot \text{in} \\ c_{minx} &:= \min(c_{minx}, 1.5 \cdot h_{ef}) & c_{minx} &= 4.75 \cdot \text{in} & s_x &:= \min(\text{spacing}_x, 3 \cdot h_{ef}) & s_x &= 5.5 \cdot \text{in} \\ c_{miny} &:= \min(c_{miny}, 1.5 \cdot h_{ef}) & c_{miny} &= 7.5 \cdot \text{in} & s_y &:= \min(\text{spacing}_y, 3 \cdot h_{ef}) & s_y &= 5 \cdot \text{in} \\ A_{nc} &:= \text{if}\left[P = 2, (1.5 \cdot h_{ef} + s_x + c_{minx}) \cdot (1.5 \cdot h_{ef} + s_y + c_{miny}), (s_x + 2 \cdot c_{minx}) \cdot (s_y + 2 \cdot c_{miny})\right] & A_{nc} &= 300 \cdot \text{in}^2 & \text{fig RD5.2.1} \\ A_{nco} &:= 9 \cdot h'_{ef}{}^2 & A_{nco} &= 225 \cdot \text{in}^2 \\ A_{nc} &:= \min(A_{nc}, n \cdot A_{nco}) & A_{nc} &= 300 \cdot \text{in}^2 \\ k_1 &:= 24 \text{ in}^{-.5} \cdot 11 \text{ bf}^{.5} & k_{ef} &:= 16 \text{ in}^{-.67} \cdot 11 \text{ bf}^{.5} \\ N_b &:= k_1 \cdot \sqrt{f_c} \cdot h'_{ef}{}^{1.5} & N_b &= 16.971 \cdot \text{k} & \text{D5.2.2 - EQ D-6} \\ EFN_b &:= k_{ef} \cdot \sqrt{f_c} \cdot h'_{ef}{}^{1.67} & EFN_b &= 14.874 \cdot \text{k} & \text{D5.2.2 - EQ D-7} \\ N_b &:= \text{if}(EF = 1, \min(N_b, EFN_b), N_b) & N_b &= 16.971 \cdot \text{k} \\ \psi_{ec} &:= 1.0 & \psi_{ec} &:= 1.0 & \text{D5.2.4 - EQ D-8} \\ & & & & \text{not eccentrically loaded} \\ \psi_{ed} &:= \text{if}\left(c_{min} \geq 1.5 \cdot h'_{ef}, 1, 0.7 + 0.3 \cdot \frac{c_{min}}{1.5 \cdot h'_{ef}}\right) & \psi_{ed} &= 0.89 & \text{D5.2.5 - EQ D-10} \\ \psi_{cn} &:= 1.0 & \psi_{cn} &:= 1.0 & \text{D5.2.6 - assumed cracking} \\ N_{cbg} &:= \frac{A_{nc}}{A_{nco}} \cdot \psi_{ec} \cdot \psi_{ed} \cdot \psi_{cn} \cdot N_b & N_{cbg} &= 20.138 \cdot \text{k} & \text{for a group of fasteners} \\ & & & & \text{D5.2.1 - EQ D-4} \\ \phi N_{cbg} &:= \text{if}(R = 1, .75 \cdot \phi \cdot N_{cbg}, \phi \cdot N_{cbg}) & \phi N_{cbg} &= 15.104 \cdot \text{k} \\ \text{codecheck} &:= \text{if}(|U_{pmax}| \leq \phi N_{cbg}, \text{"OK"}, \text{"NOT OK"}) \end{aligned}$$

codecheck = "OK"

PULL OUT STRENGTH OF FASTENER IN TENSION (D5.3)

$$\psi_{cp} := 1.0$$

D5.3.6 - assumed cracking

$$N_{pn} := \psi_{cp} \cdot 8 \cdot f_c \cdot A_b$$

$$N_{pn} = 20.928 \cdot k$$

D5.3.1 - EQ D-13

$$\phi N_{pn} := \text{if}(R = 1, .75 \cdot \phi \cdot N_{pn}, \phi \cdot N_{pn})$$

$$\phi N_{pn} = 15.696 \cdot k$$

$$\text{codecheck} := \text{if}(|U_{pmax}| \leq \phi N_{pn}, \text{"OK"}, \text{"NOT OK"})$$

codecheck = "OK"

CONCRETE SIDE FACE BLOW OUT STRENGTH OF FASTENERS IN TENSION (D5.4)

$$N_{sb} := 160 \cdot \left(\frac{\text{lbf} \cdot \text{in}^5}{\text{in}} \right) \cdot c_{min} \cdot \sqrt{A_b} \cdot \sqrt{f_c}$$

$$N_{sb} = 38.872 \cdot k$$

D5.4.1 - EQ D-16

$$N_{sbg} := \text{if} \left[c_{min} < .4 \cdot h'_{ef}, \left(1 + \frac{\min(6 \cdot c_{min}, \text{spacing}_x, \text{spacing}_y)}{6 \cdot c_{min}} \right) \cdot N_{sb}, N_{pn} \right]$$

$$N_{sbg} = 20.928 \cdot k$$

D5.4.2 - EQ D-17

$$\phi N_{sbg} := \text{if}(R = 1, .75 \cdot \phi \cdot N_{sbg}, \phi \cdot N_{sbg})$$

$$\phi N_{sbg} = 15.696 \cdot k$$

$$\text{codecheck} := \text{if}(|U_{pmax}| \leq \phi N_{sbg}, \text{"OK"}, \text{"NOT OK"})$$

codecheck = "OK"

CONCRETE BREAKOUT STRENGTH OF FASTENER IN SHEAR (D6.2)

$$c_{a1x} := \text{if}(RW = 1, c_{minx} + \text{spacing}_x, c_{minx})$$

$$c_{a1x} = 4.75 \cdot \text{in}$$

$$c_{a1y} := \text{if}(RW = 1, c_{miny} + \text{spacing}_y, c_{miny})$$

$$c_{a1y} = 7.5 \cdot \text{in}$$

$$c_{a2x} := \min(c_{miny}, 1.5 \cdot c_{a1x})$$

$$c_{a2x} = 7.125 \cdot \text{in}$$

$$c_{a2y} := \min(c_{minx}, 1.5 \cdot c_{a1y})$$

$$c_{a2y} = 4.75 \cdot \text{in}$$

$$c_{a3x} := \text{if}(P = 1, c_{a2x}, 1.5 \cdot c_{a1x})$$

$$c_{a3x} = 7.125 \cdot \text{in}$$

$$c_{a3y} := \text{if}(P = 1, c_{a2y}, 1.5 \cdot c_{a1y})$$

$$c_{a3y} = 4.75 \cdot \text{in}$$

$$h_x := \min(h, 1.5 \cdot c_{a1x})$$

$$h_x = 7.125 \cdot \text{in}$$

$$h_y := \min(h, 1.5 \cdot c_{a1y})$$

$$h_y = 11.25 \cdot \text{in}$$

D6.2.2 - EQ D-32

$$\text{spacing}_x = 5.5 \cdot \text{in}$$

$$\text{spacing}_y = 5 \cdot \text{in}$$

$$A_{vcx} := 4.5 \cdot c_{a1x}^2$$

$$A_{vcx} = 101.5 \cdot \text{in}^2$$

$$A_{vcy} := 4.5 \cdot c_{a1y}^2$$

$$A_{vcy} = 253.1 \cdot \text{in}^2$$

$$A_{vcx} := \text{if}[RW = 1, 2 \cdot (1.5 \cdot c_{a1x}) + \min(3 \cdot c_{a1x}, s_x), 2(1.5 \cdot c_{a1x})] \cdot h_x$$

$$A_{vcy} := \text{if}[RW = 1, 2 \cdot (1.5 \cdot c_{a1y}) + \min(3 \cdot c_{a1y}, s_y), 2(1.5 \cdot c_{a1y})] \cdot h_y$$

fig RD6.2.1

$$A_{vcx} = 101.5 \cdot \text{in}^2$$

$$A_{vcy} = 253.1 \cdot \text{in}^2$$

$$V_{bx} := \min \left[9 \cdot \sqrt{f_c} \cdot c_{a1x}^{1.5} \cdot \left(\frac{\text{lbf}}{\text{in}} \right)^{.5}, \text{if}(RW = 1, 8, 7) \cdot \left[\left(\frac{\min(h_{ef}, 8 \cdot d_o)}{d_o} \right)^2 \cdot \sqrt{d_o} \cdot \sqrt{f_c} \cdot c_{a1x}^{1.5} \right] \cdot \left(\frac{\text{lbf} \cdot \text{in}^5}{\text{in}} \right) \right]$$

$$V_{bx} = 5.893 \cdot k$$

D6.2.2, 3 - EQ D-33, 34, 35

$$V_{by} := \min \left[9 \cdot \sqrt{f_c} \cdot c_{a1y}^{1.5} \cdot \left(\frac{\text{lbf}}{\text{in}} \right)^{.5}, \text{if}(RW = 1, 8, 7) \cdot \left[\left(\frac{\min(h_{ef}, 8 \cdot d_o)}{d_o} \right)^2 \cdot \sqrt{d_o} \cdot \sqrt{f_c} \cdot c_{a1y}^{1.5} \right] \cdot \left(\frac{\text{lbf} \cdot \text{in}^5}{\text{in}} \right) \right]$$

$$V_{by} = 11.691 \cdot k$$

D6.2.2, 3 - EQ D-33, 34, 35

$$\psi_{edvx} := \min \left(1, .7 + .3 \cdot \frac{c_{a2x}}{1.5 \cdot c_{a1x}} \right)$$

$$\psi_{edvx} = 1.0$$

$$\psi_{edvy} := \min \left(1, .7 + .3 \cdot \frac{c_{a2y}}{1.5 \cdot c_{a1y}} \right)$$

$$\psi_{edvy} = 0.83$$

D6.2.6 - EQ D-37,38

$$\psi_{ecv} := 1.0$$

D6.2.5 - EQ D-36
not eccentrically loaded

$$\psi_c = 1.0$$

D6.2.7 - See Above

D6.2.1 - EQ D-31

$$V_{cbgx} := \frac{A_{vcx}}{A_{vcx}} \cdot \psi_{ecv} \cdot \psi_{edvx} \cdot \psi_c \cdot V_{bx}$$

$$V_{cbgx} = 6.016 \cdot k$$

$$V_{cbgy} := \frac{A_{vcy}}{A_{vcy}} \cdot \psi_{ecv} \cdot \psi_{edvy} \cdot \psi_c \cdot V_{by}$$

$$V_{cbgy} = 11.691 \cdot k$$

$$\phi V_{cbgx} := \phi \cdot V_{cbgx}$$

$$\phi V_{cbgx} = 4.512 \cdot k$$

$$\phi V_{cbgy} := \phi \cdot V_{cbgy}$$

$$\phi V_{cbgy} = 8.769 \cdot k$$

$$\text{codecheckX} := \text{if}(U_{vmax} \leq \phi V_{cbgx}, \text{"OK"}, \text{"NOT OK"})$$

$$\text{codecheckY} := \text{if}(U_{vmax} \leq \phi V_{cbgy}, \text{"OK"}, \text{"NOT OK"})$$

codecheckX = "OK"

codecheckY = "OK"

CONCRETE PRYOUT STRENGTH OF FASTENER IN SHEAR (D6.3)

$$k_{cp} := \text{if}(h_{ef} < 2.5\text{in}, 1, 2)$$

$$k_{cp} = 2$$

$$N_{cbg} = 20.138 \cdot k$$

$$V_{cp} := k_{cp} \cdot N_{cbg}$$

$$V_{cp} = 40.277 \cdot k$$

D6.3.1 - EQ D-41

$$\phi V_{cp} := \phi \cdot V_{cp}$$

$$\phi V_{cp} = 30.208 \cdot k$$

$$\text{codecheck} := \text{if}(U_{vmax} \leq \phi V_{cp}, \text{"OK"}, \text{"NOT OK"})$$

codecheck = "OK"

COMBINATION OF TENSILE AND SHEAR FORCES

$$\phi N_n := \min(\phi N_s, \phi N_{cbg}, \phi N_{pn}, \phi N_{sbg})$$

$$\phi N_n = 15.104 \cdot k$$

$$\phi V_n := \min(\phi V_s, \phi V_{cbgx}, \phi V_{cbgy}, \phi V_{cp})$$

$$\phi V_n = 4.512 \cdot k$$

$$\text{SOLUTION1} := \text{if}(U_{vmax} \leq .2 \cdot \phi V_n, \text{"FULL TENSION ALLOWED"}, \text{"COMBINATION REQUIRED"})$$

$$\text{SOLUTION1} = \text{"COMBINATION REQUIRED"}$$

$$\text{SOLUTION2} := \text{if}(|U_{pmax}| \leq .2 \cdot \phi N_n, \text{"FULL SHEAR ALLOWED"}, \text{"COMBINATION REQUIRED"})$$

$$\text{SOLUTION2} = \text{"FULL SHEAR ALLOWED"}$$

COMBINATION

$$\text{Check} := \frac{|U_{pmax}|}{\phi N_n} + \frac{U_{vmax}}{\phi V_n} = 0.438$$

D7.3 - EQ D-42

$$\text{codecheck} := \text{if}(\text{Check} \leq 1.2, \text{"OK"}, \text{"NOT OK"})$$

codecheck = "OK"

CAST IN PLACE "HEADED" ANCHOR BOLT DESIGN

Columns - WH-5 (residence flat to gable)

GENERAL INFORMATION - DATA ENTRY

NUMBER OF ANCHORS IN BASE PLATE $n := 4$

BOLT TYPE - F1554 (GRADE 36) ULTIMATE TENSILE STRENGTH $f_{ut} := 60000\text{psi}$

BOLT DIAMETER $d_o := 0.75\text{in}$

BOLT EMBEDMENT LENGTH $h_{ef} := 12.5\text{in}$

NUMBER OF THREADS PER INCH $n_t := 10$

BEARING AREA OF HEAD $A_b := 0.654\text{in}^2$

DEPTH OF SLAB/PIER $h := 24\text{in}$

EDGE DISTANCES/SPACING

$c_{minx} := 4.75\text{in}$ $spacing_x := 5.5\text{in}$

$c_{miny} := 7.5\text{in}$ $spacing_y := 5\text{in}$

PIER/4EDGES (1=yes, 2=no)

$P := 1$ $h_{ef} := h_{ef} - 6\text{in}$

$h_{ef} = 6.5\text{in}$

RIGIDLY WELDED (1=yes, 2=no)

$RW := 2$

CONCRETE STRENGTH

$f_c := 4000\text{psi}$

REBAR SIZE @ ANCHOR & EDGE OF CONC (<#4BAR, $\psi=1$; >#4BAR, $\psi=1.2$ &w/stirup space<=4" $\psi=1.4$) - (D6.2.7)

MODERATE OR HIGH SEISMIC RISK (1=yes, 2=no) (D3.3.4.4)

$R := 2$

$\psi_c := 1.0$

Hef BETWEEN OR EQUAL TO 11 IN AND 25 (1=yes, 2=no)

$EF := \text{if}(11\text{in} < h_{ef} \leq 25\text{in}, 1, 2)$

$EF = 2$

LOAD SUMMARY

SHEAR - UNFACTORED LOADS IN MOST CONSERVATIVE DIRECTION PER COLUMN

$V_d := 0.58\text{k}$

$V_l := 1.5\text{k}$

$V_w := 4.3\text{k}$

$V_{seis} := 0.29\text{k}$

TENSION - UNFACTORED LOADS PER COLUMN- UPLIFT MUST BE A NEGATIVE VALUE - (D3.2)

$P_d := 9.85\text{k}$

$P_l := 34.16\text{k}$

$P_w := -15.78\text{k}$

$P_{seis} := -.63\text{k}$

SHEAR - FACTORED PER BOLT - (D3.2)

$$U_{v1} := \frac{(1.2 \cdot V_d + 1.6 \cdot V_l)}{n}$$

$U_{v1} = 0.774 \cdot \text{k}$

$$U_{v2} := \frac{(1.2 \cdot V_d + 0.5 \cdot V_l + 1.0 \cdot V_w)}{n}$$

$U_{v2} = 1.436 \cdot \text{k}$

$$U_{v3} := \frac{(0.9 \cdot V_d + 1.0 \cdot V_w)}{n}$$

$U_{v3} = 1.205 \cdot \text{k}$

$$U_{v4} := \frac{(1.2 \cdot V_d + 1.0 \cdot V_{seis} + 0.5 \cdot V_l)}{n}$$

$U_{v4} = 0.434 \cdot \text{k}$

$$U_{v5} := \frac{(0.9 \cdot V_d + 1.0 \cdot V_{seis})}{n}$$

$U_{v5} = 0.203 \cdot \text{k}$

$$U_{vmax} := \max(U_{v1}, U_{v2}, U_{v3}, U_{v4}, U_{v5})$$

$U_{vmax} = 1.436 \cdot \text{k}$

TENSION - FACTORED PER BOLT - (D3.2)

$$U_{p1} := \frac{(1.2 \cdot P_d + 1.6 \cdot P_l)}{n}$$

$U_{p1} = 16.619 \cdot \text{k}$

$$U_{p2} := \frac{(1.2 \cdot P_d + 0.5 \cdot P_l + 1.0 \cdot P_w)}{n}$$

$U_{p2} = 3.28 \cdot \text{k}$

$$U_{p3} := \frac{(0.9 \cdot P_d + 1.0 \cdot P_w)}{n}$$

$U_{p3} = -1.729 \cdot \text{k}$

$$U_{p4} := \frac{(1.2 \cdot P_d + 1.0 \cdot P_{seis} + 0.5 \cdot P_l)}{n}$$

$U_{p4} = 7.067 \cdot \text{k}$

$$U_{p5} := \frac{(0.9 \cdot P_d + 1.0 \cdot P_{seis})}{n}$$

$U_{p5} = 2.059 \cdot \text{k}$

$$U_{pmax} := \min(U_{p1}, U_{p2}, U_{p3}, U_{p4}, U_{p5}, 0\text{k})$$

$U_{pmax} = -1.729 \cdot \text{k}$

STEEL STRENGTH OF FASTENER

$$A_{se} := \frac{\pi}{4} \cdot \left(d_o - \frac{.9743 \text{ in}}{n_t} \right)^2 \quad A_{se} = 0.334 \cdot \text{in}^2$$

Tension - (D5.1 - EQ D-2)

D5.2.1

$$\begin{aligned} \phi_t &:= .75 & N_s &:= n \cdot A_{se} \cdot f_{ut} & N_s &= 80.27 \cdot \text{k} \\ \phi N_s &:= \phi_t \cdot N_s & \phi N_s &= 60.203 \cdot \text{k} \\ \text{codecheck} &:= \text{if}(|U_{pmax}| \leq \phi N_s, \text{"OK"}, \text{"NOT OK"}) \end{aligned}$$

codecheck = "OK"

Shear - (D6.1 - EQ D-29)

$$\begin{aligned} \phi_s &:= .65 & V_s &:= n \cdot (0.6) A_{se} \cdot f_{ut} & V_s &= 48.162 \cdot \text{k} \\ \phi V_s &:= \phi_s \cdot V_s & \phi V_s &= 31.305 \cdot \text{k} \\ \text{codecheck} &:= \text{if}(U_{vmax} \leq \phi V_s, \text{"OK"}, \text{"NOT OK"}) \end{aligned}$$

codecheck = "OK"

CONCRETE BREAKOUT STRENGTH OF FASTENERS IN TENSION (D5.2)

$$\begin{aligned} c_{max} &:= \max(c_{minx}, c_{miny}) & c_{max} &= 7.5 \cdot \text{in} & \phi &:= .75 \\ c_{min} &:= \min(c_{minx}, c_{miny}) & c_{min} &= 4.75 \cdot \text{in} \\ h'_{ef} &:= \text{if}\left(c_{max} \leq 1.5 \cdot h_{ef}, \frac{c_{max}}{1.5}, h_{ef}\right) & h'_{ef} &:= \text{if}(P = 1, h'_{ef}, h_{ef}) & h'_{ef} &= 5 \cdot \text{in} \\ c_{minx} &:= \min(c_{minx}, 1.5 \cdot h_{ef}) & c_{minx} &= 4.75 \cdot \text{in} & s_x &:= \min(\text{spacing}_x, 3 \cdot h_{ef}) & s_x &= 5.5 \cdot \text{in} \\ c_{miny} &:= \min(c_{miny}, 1.5 \cdot h_{ef}) & c_{miny} &= 7.5 \cdot \text{in} & s_y &:= \min(\text{spacing}_y, 3 \cdot h_{ef}) & s_y &= 5 \cdot \text{in} \\ A_{nc} &:= \text{if}\left[P = 2, (1.5 \cdot h_{ef} + s_x + c_{minx}) \cdot (1.5 \cdot h_{ef} + s_y + c_{miny}), (s_x + 2 \cdot c_{minx}) \cdot (s_y + 2 \cdot c_{miny})\right] & A_{nc} &= 300 \cdot \text{in}^2 & \text{fig RD5.2.1} \\ A_{nco} &:= 9 \cdot h'_{ef}{}^2 & A_{nco} &= 225 \cdot \text{in}^2 \\ A_{nc} &:= \min(A_{nc}, n \cdot A_{nco}) & A_{nc} &= 300 \cdot \text{in}^2 \\ k_1 &:= 24 \text{ in}^{-.5} \cdot 11 \text{ bf}^{.5} & k_{ef} &:= 16 \text{ in}^{-.67} \cdot 11 \text{ bf}^{.5} \\ N_b &:= k_1 \cdot \sqrt{f_c} \cdot h'_{ef}{}^{1.5} & N_b &= 16.971 \cdot \text{k} & \text{D5.2.2 - EQ D-6} \\ EFN_b &:= k_{ef} \cdot \sqrt{f_c} \cdot h'_{ef}{}^{1.67} & EFN_b &= 14.874 \cdot \text{k} & \text{D5.2.2 - EQ D-7} \\ N_b &:= \text{if}(EF = 1, \min(N_b, EFN_b), N_b) & N_b &= 16.971 \cdot \text{k} \\ \psi_{ec} &:= 1.0 & \psi_{ec} &= 1.0 & \text{D5.2.4 - EQ D-8} \\ & & & & \text{not eccentrically loaded} \\ \psi_{ed} &:= \text{if}\left(c_{min} \geq 1.5 \cdot h'_{ef}, 1, 0.7 + 0.3 \cdot \frac{c_{min}}{1.5 \cdot h'_{ef}}\right) & \psi_{ed} &= 0.89 & \text{D5.2.5 - EQ D-10} \\ \psi_{cn} &:= 1.0 & \psi_{cn} &= 1.0 & \text{D5.2.6 - assumed cracking} \\ N_{cbg} &:= \frac{A_{nc}}{A_{nco}} \cdot \psi_{ec} \cdot \psi_{ed} \cdot \psi_{cn} \cdot N_b & N_{cbg} &= 20.138 \cdot \text{k} & \text{for a group of fasteners} \\ & & & & \text{D5.2.1 - EQ D-4} \\ \phi N_{cbg} &:= \text{if}(R = 1, .75 \cdot \phi \cdot N_{cbg}, \phi \cdot N_{cbg}) & \phi N_{cbg} &= 15.104 \cdot \text{k} \\ \text{codecheck} &:= \text{if}(|U_{pmax}| \leq \phi N_{cbg}, \text{"OK"}, \text{"NOT OK"}) \end{aligned}$$

codecheck = "OK"

PULL OUT STRENGTH OF FASTENER IN TENSION (D5.3)

$$\psi_{cp} := 1.0$$

D5.3.6 - assumed cracking

$$N_{pn} := \psi_{cp} \cdot 8 \cdot f_c \cdot A_b$$

$$N_{pn} = 20.928 \cdot k$$

D5.3.1 - EQ D-13

$$\phi N_{pn} := \text{if}(R = 1, .75 \cdot \phi \cdot N_{pn}, \phi \cdot N_{pn})$$

$$\phi N_{pn} = 15.696 \cdot k$$

$$\text{codecheck} := \text{if}(|U_{pmax}| \leq \phi N_{pn}, \text{"OK"}, \text{"NOT OK"})$$

codecheck = "OK"

CONCRETE SIDE FACE BLOW OUT STRENGTH OF FASTENERS IN TENSION (D5.4)

$$N_{sb} := 160 \cdot \left(\frac{\text{lbf} \cdot \text{in}^5}{\text{in}} \right) \cdot c_{min} \cdot \sqrt{A_b} \cdot \sqrt{f_c}$$

$$N_{sb} = 38.872 \cdot k$$

D5.4.1 - EQ D-16

$$N_{sbg} := \text{if} \left[c_{min} < .4 \cdot h'_{ef}, \left(1 + \frac{\min(6 \cdot c_{min}, \text{spacing}_x, \text{spacing}_y)}{6 \cdot c_{min}} \right) \cdot N_{sb}, N_{pn} \right]$$

$$N_{sbg} = 20.928 \cdot k$$

D5.4.2 - EQ D-17

$$\phi N_{sbg} := \text{if}(R = 1, .75 \cdot \phi \cdot N_{sbg}, \phi \cdot N_{sbg})$$

$$\phi N_{sbg} = 15.696 \cdot k$$

$$\text{codecheck} := \text{if}(|U_{pmax}| \leq \phi N_{sbg}, \text{"OK"}, \text{"NOT OK"})$$

codecheck = "OK"

CONCRETE BREAKOUT STRENGTH OF FASTENER IN SHEAR (D6.2)

$$c_{a1x} := \text{if}(RW = 1, c_{minx} + \text{spacing}_x, c_{minx})$$

$$c_{a1x} = 4.75 \cdot \text{in}$$

$$c_{a1y} := \text{if}(RW = 1, c_{miny} + \text{spacing}_y, c_{miny})$$

$$c_{a1y} = 7.5 \cdot \text{in}$$

$$c_{a2x} := \min(c_{miny}, 1.5 \cdot c_{a1x})$$

$$c_{a2x} = 7.125 \cdot \text{in}$$

$$c_{a2y} := \min(c_{minx}, 1.5 \cdot c_{a1y})$$

$$c_{a2y} = 4.75 \cdot \text{in}$$

$$c_{a3x} := \text{if}(P = 1, c_{a2x}, 1.5 \cdot c_{a1x})$$

$$c_{a3x} = 7.125 \cdot \text{in}$$

$$c_{a3y} := \text{if}(P = 1, c_{a2y}, 1.5 \cdot c_{a1y})$$

$$c_{a3y} = 4.75 \cdot \text{in}$$

$$h_x := \min(h, 1.5 \cdot c_{a1x})$$

$$h_x = 7.125 \cdot \text{in}$$

$$h_y := \min(h, 1.5 \cdot c_{a1y})$$

$$h_y = 11.25 \cdot \text{in}$$

D6.2.2 - EQ D-32

$$\text{spacing}_x = 5.5 \cdot \text{in}$$

$$\text{spacing}_y = 5 \cdot \text{in}$$

$$A_{vcx} := 4.5 \cdot c_{a1x}^2$$

$$A_{vcx} = 101.5 \cdot \text{in}^2$$

$$A_{vcy} := 4.5 \cdot c_{a1y}^2$$

$$A_{vcy} = 253.1 \cdot \text{in}^2$$

$$A_{vcx} := \text{if}[RW = 1, 2 \cdot (1.5 \cdot c_{a1x}) + \min(3 \cdot c_{a1x}, s_x), 2(1.5 \cdot c_{a1x})] \cdot h_x$$

$$A_{vcy} := \text{if}[RW = 1, 2 \cdot (1.5 \cdot c_{a1y}) + \min(3 \cdot c_{a1y}, s_y), 2(1.5 \cdot c_{a1y})] \cdot h_y$$

fig RD6.2.1

$$A_{vcx} = 101.5 \cdot \text{in}^2$$

$$A_{vcy} = 253.1 \cdot \text{in}^2$$

$$V_{bx} := \min \left[9 \cdot \sqrt{f_c} \cdot c_{a1x}^{1.5} \cdot \left(\frac{\text{lbf}}{\text{in}} \right)^{.5}, \text{if}(RW = 1, 8, 7) \cdot \left[\left(\frac{\min(h_{ef}, 8 \cdot d_o)}{d_o} \right)^2 \cdot \sqrt{d_o} \cdot \sqrt{f_c} \cdot c_{a1x}^{1.5} \right] \cdot \left(\frac{\text{lbf} \cdot \text{in}^5}{\text{in}} \right) \right]$$

$$V_{bx} = 5.893 \cdot k$$

D6.2.2, 3 - EQ D-33, 34, 35

$$V_{by} := \min \left[9 \cdot \sqrt{f_c} \cdot c_{a1y}^{1.5} \cdot \left(\frac{\text{lbf}}{\text{in}} \right)^{.5}, \text{if}(RW = 1, 8, 7) \cdot \left[\left(\frac{\min(h_{ef}, 8 \cdot d_o)}{d_o} \right)^2 \cdot \sqrt{d_o} \cdot \sqrt{f_c} \cdot c_{a1y}^{1.5} \right] \cdot \left(\frac{\text{lbf} \cdot \text{in}^5}{\text{in}} \right) \right]$$

$$V_{by} = 11.691 \cdot k$$

D6.2.2, 3 - EQ D-33, 34, 35

$$\psi_{edvx} := \min \left(1, .7 + .3 \cdot \frac{c_{a2x}}{1.5 \cdot c_{a1x}} \right)$$

$$\psi_{edvx} = 1.0$$

$$\psi_{edvy} := \min \left(1, .7 + .3 \cdot \frac{c_{a2y}}{1.5 \cdot c_{a1y}} \right)$$

$$\psi_{edvy} = 0.83$$

D6.2.6 - EQ D-37,38

$$\psi_{ecv} := 1.0$$

D6.2.5 - EQ D-36

not eccentrically loaded

$$\psi_c = 1.0$$

D6.2.7 - See Above

D6.2.1 - EQ D-31

$$V_{cbgx} := \frac{A_{vcx}}{A_{vcx}} \cdot \psi_{ecv} \cdot \psi_{edvx} \cdot \psi_c \cdot V_{bx}$$

$$V_{cbgx} = 6.016 \cdot k$$

$$V_{cbgy} := \frac{A_{vcy}}{A_{vcy}} \cdot \psi_{ecv} \cdot \psi_{edvy} \cdot \psi_c \cdot V_{by}$$

$$V_{cbgy} = 11.691 \cdot k$$

$$\phi V_{cbgx} := \phi \cdot V_{cbgx}$$

$$\phi V_{cbgx} = 4.512 \cdot k$$

$$\phi V_{cbgy} := \phi \cdot V_{cbgy}$$

$$\phi V_{cbgy} = 8.769 \cdot k$$

$$\text{codecheckX} := \text{if}(U_{vmax} \leq \phi V_{cbgx}, \text{"OK"}, \text{"NOT OK"})$$

$$\text{codecheckY} := \text{if}(U_{vmax} \leq \phi V_{cbgy}, \text{"OK"}, \text{"NOT OK"})$$

codecheckX = "OK"

codecheckY = "OK"

CONCRETE PRYOUT STRENGTH OF FASTENER IN SHEAR (D6.3)

$$k_{cp} := \text{if}(h_{ef} < 2.5\text{in}, 1, 2)$$

$$k_{cp} = 2$$

$$N_{cbg} = 20.138 \cdot k$$

$$V_{cp} := k_{cp} \cdot N_{cbg}$$

$$V_{cp} = 40.277 \cdot k$$

D6.3.1 - EQ D-41

$$\phi V_{cp} := \phi \cdot V_{cp}$$

$$\phi V_{cp} = 30.208 \cdot k$$

$$\text{codecheck} := \text{if}(U_{vmax} \leq \phi V_{cp}, \text{"OK"}, \text{"NOT OK"})$$

codecheck = "OK"

COMBINATION OF TENSILE AND SHEAR FORCES

$$\phi N_n := \min(\phi N_s, \phi N_{cbg}, \phi N_{pn}, \phi N_{sbg})$$

$$\phi N_n = 15.104 \cdot k$$

$$\phi V_n := \min(\phi V_s, \phi V_{cbgx}, \phi V_{cbgy}, \phi V_{cp})$$

$$\phi V_n = 4.512 \cdot k$$

$$\text{SOLUTION1} := \text{if}(U_{vmax} \leq .2 \cdot \phi V_n, \text{"FULL TENSION ALLOWED"}, \text{"COMBINATION REQUIRED"})$$

$$\text{SOLUTION1} = \text{"COMBINATION REQUIRED"}$$

$$\text{SOLUTION2} := \text{if}(|U_{pmax}| \leq .2 \cdot \phi N_n, \text{"FULL SHEAR ALLOWED"}, \text{"COMBINATION REQUIRED"})$$

$$\text{SOLUTION2} = \text{"FULL SHEAR ALLOWED"}$$

COMBINATION

$$\text{Check} := \frac{|U_{pmax}|}{\phi N_n} + \frac{U_{vmax}}{\phi V_n} = 0.433$$

D7.3 - EQ D-42

$$\text{codecheck} := \text{if}(\text{Check} \leq 1.2, \text{"OK"}, \text{"NOT OK"})$$

codecheck = "OK"

CAST IN PLACE "HEADED" ANCHOR BOLT DESIGN

Columns - WH-5 (residence end)

GENERAL INFORMATION - DATA ENTRY

NUMBER OF ANCHORS IN BASE PLATE $n := 4$

BOLT TYPE - F1554 (GRADE 36) ULTIMATE TENSILE STRENGTH $f_{ut} := 60000 \text{ psi}$

BOLT DIAMETER $d_o := 0.75 \text{ in}$

BOLT EMBEDMENT LENGTH $h_{ef} := 12.5 \text{ in}$

NUMBER OF THREADS PER INCH $n_t := 10$

BEARING AREA OF HEAD $A_b := 0.654 \text{ in}^2$

DEPTH OF SLAB/PIER $h := 24 \text{ in}$

EDGE DISTANCES/SPACING

$c_{minx} := 4.75 \text{ in}$ $spacing_x := 5.5 \text{ in}$

$c_{miny} := 7.5 \text{ in}$ $spacing_y := 5 \text{ in}$

PIER/4EDGES (1=yes, 2=no)

$P := 1$ $h_{ef} := h_{ef} - 6 \text{ in}$

$h_{ef} = 6.5 \text{ in}$

RIGIDLY WELDED (1=yes, 2=no)

$RW := 2$

CONCRETE STRENGTH

$f_c := 4000 \text{ psi}$

REBAR SIZE @ ANCHOR & EDGE OF CONC (<#4BAR, $\psi=1$; >#4BAR, $\psi=1.2$ &w/stirup space<=4" $\psi=1.4$) - (D6.2.7)

MODERATE OR HIGH SEISMIC RISK (1=yes, 2=no) (D3.3.4.4)

$R := 2$

$\psi_c := 1.0$

Hef BETWEEN OR EQUAL TO 11 IN AND 25 (1=yes, 2=no)

$EF := \text{if}(11 \text{ in} < h_{ef} \leq 25 \text{ in}, 1, 2)$

$EF = 2$

LOAD SUMMARY

SHEAR - UNFACTORED LOADS IN MOST CONSERVATIVE DIRECTION PER COLUMN

$V_d := 0.4 \text{ k}$

$V_l := 0.89 \text{ k}$

$V_w := 2.91 \text{ k}$

$V_{seis} := 0.13 \text{ k}$

TENSION - UNFACTORED LOADS PER COLUMN- UPLIFT MUST BE A NEGATIVE VALUE - (D3.2)

$P_d := 5.1 \text{ k}$

$P_l := 13.86 \text{ k}$

$P_w := -7.89 \text{ k}$

$P_{seis} := -0.24 \text{ k}$

SHEAR - FACTORED PER BOLT - (D3.2)

$$U_{v1} := \frac{(1.2 \cdot V_d + 1.6 \cdot V_l)}{n}$$

$U_{v1} = 0.476 \cdot \text{k}$

$$U_{v2} := \frac{(1.2 \cdot V_d + 0.5 \cdot V_l + 1.0 \cdot V_w)}{n}$$

$U_{v2} = 0.959 \cdot \text{k}$

$$U_{v3} := \frac{(0.9 \cdot V_d + 1.0 \cdot V_w)}{n}$$

$U_{v3} = 0.818 \cdot \text{k}$

$$U_{v4} := \frac{(1.2 \cdot V_d + 1.0 \cdot V_{seis} + 0.5 \cdot V_l)}{n}$$

$U_{v4} = 0.264 \cdot \text{k}$

$$U_{v5} := \frac{(0.9 \cdot V_d + 1.0 \cdot V_{seis})}{n}$$

$U_{v5} = 0.123 \cdot \text{k}$

$$U_{vmax} := \max(U_{v1}, U_{v2}, U_{v3}, U_{v4}, U_{v5})$$

$U_{vmax} = 0.959 \cdot \text{k}$

TENSION - FACTORED PER BOLT - (D3.2)

$$U_{p1} := \frac{(1.2 \cdot P_d + 1.6 \cdot P_l)}{n}$$

$U_{p1} = 7.074 \cdot \text{k}$

$$U_{p2} := \frac{(1.2 \cdot P_d + 0.5 \cdot P_l + 1.0 \cdot P_w)}{n}$$

$U_{p2} = 1.29 \cdot \text{k}$

$$U_{p3} := \frac{(0.9 \cdot P_d + 1.0 \cdot P_w)}{n}$$

$U_{p3} = -0.825 \cdot \text{k}$

$$U_{p4} := \frac{(1.2 \cdot P_d + 1.0 \cdot P_{seis} + 0.5 \cdot P_l)}{n}$$

$U_{p4} = 3.202 \cdot \text{k}$

$$U_{p5} := \frac{(0.9 \cdot P_d + 1.0 \cdot P_{seis})}{n}$$

$U_{p5} = 1.087 \cdot \text{k}$

$$U_{pmax} := \min(U_{p1}, U_{p2}, U_{p3}, U_{p4}, U_{p5}, 0 \text{ k})$$

$U_{pmax} = -0.825 \cdot \text{k}$

STEEL STRENGTH OF FASTENER

$$A_{se} := \frac{\pi}{4} \cdot \left(d_o - \frac{.9743 \text{ in}}{n_t} \right)^2 \quad A_{se} = 0.334 \cdot \text{in}^2$$

Tension - (D5.1 - EQ D-2)

D5.2.1

$$\begin{aligned} \phi_t &:= .75 & N_s &:= n \cdot A_{se} \cdot f_{ut} & N_s &= 80.27 \cdot \text{k} \\ \phi N_s &:= \phi_t \cdot N_s & \phi N_s &= 60.203 \cdot \text{k} \\ \text{codecheck} &:= \text{if}(|U_{pmax}| \leq \phi N_s, \text{"OK"}, \text{"NOT OK"}) \end{aligned}$$

codecheck = "OK"

Shear - (D6.1 - EQ D-29)

$$\begin{aligned} \phi_s &:= .65 & V_s &:= n \cdot (0.6) A_{se} \cdot f_{ut} & V_s &= 48.162 \cdot \text{k} \\ \phi V_s &:= \phi_s \cdot V_s & \phi V_s &= 31.305 \cdot \text{k} \\ \text{codecheck} &:= \text{if}(U_{vmax} \leq \phi V_s, \text{"OK"}, \text{"NOT OK"}) \end{aligned}$$

codecheck = "OK"

CONCRETE BREAKOUT STRENGTH OF FASTENERS IN TENSION (D5.2)

$$\begin{aligned} c_{max} &:= \max(c_{minx}, c_{miny}) & c_{max} &= 7.5 \cdot \text{in} & \phi &:= .75 \\ c_{min} &:= \min(c_{minx}, c_{miny}) & c_{min} &= 4.75 \cdot \text{in} \\ h'_{ef} &:= \text{if}\left(c_{max} \leq 1.5 \cdot h_{ef}, \frac{c_{max}}{1.5}, h_{ef}\right) & h'_{ef} &:= \text{if}(P = 1, h'_{ef}, h_{ef}) & h'_{ef} &= 5 \cdot \text{in} \\ c_{minx} &:= \min(c_{minx}, 1.5 \cdot h_{ef}) & c_{minx} &= 4.75 \cdot \text{in} & s_x &:= \min(\text{spacing}_x, 3 \cdot h_{ef}) & s_x &= 5.5 \cdot \text{in} \\ c_{miny} &:= \min(c_{miny}, 1.5 \cdot h_{ef}) & c_{miny} &= 7.5 \cdot \text{in} & s_y &:= \min(\text{spacing}_y, 3 \cdot h_{ef}) & s_y &= 5 \cdot \text{in} \\ A_{nc} &:= \text{if}\left[P = 2, (1.5 \cdot h_{ef} + s_x + c_{minx}) \cdot (1.5 \cdot h_{ef} + s_y + c_{miny}), (s_x + 2 \cdot c_{minx}) \cdot (s_y + 2 \cdot c_{miny})\right] & A_{nc} &= 300 \cdot \text{in}^2 & \text{fig RD5.2.1} \\ A_{nco} &:= 9 \cdot h'_{ef}{}^2 & A_{nco} &= 225 \cdot \text{in}^2 \\ A_{nc} &:= \min(A_{nc}, n \cdot A_{nco}) & A_{nc} &= 300 \cdot \text{in}^2 \\ k_1 &:= 24 \text{ in}^{-.5} \cdot 11 \text{ bf}^{.5} & k_{ef} &:= 16 \text{ in}^{-.67} \cdot 11 \text{ bf}^{.5} \\ N_b &:= k_1 \cdot \sqrt{f_c} \cdot h'_{ef}{}^{1.5} & N_b &= 16.971 \cdot \text{k} & \text{D5.2.2 - EQ D-6} \\ EFN_b &:= k_{ef} \cdot \sqrt{f_c} \cdot h'_{ef}{}^{1.67} & EFN_b &= 14.874 \cdot \text{k} & \text{D5.2.2 - EQ D-7} \\ N_b &:= \text{if}(EF = 1, \min(N_b, EFN_b), N_b) & N_b &= 16.971 \cdot \text{k} \\ \psi_{ec} &:= 1.0 & \psi_{ec} &:= 1.0 & \text{D5.2.4 - EQ D-8} \\ & & & & \text{not eccentrically loaded} \\ \psi_{ed} &:= \text{if}\left(c_{min} \geq 1.5 \cdot h'_{ef}, 1, 0.7 + 0.3 \cdot \frac{c_{min}}{1.5 \cdot h'_{ef}}\right) & \psi_{ed} &= 0.89 & \text{D5.2.5 - EQ D-10} \\ \psi_{cn} &:= 1.0 & \psi_{cn} &:= 1.0 & \text{D5.2.6 - assumed cracking} \\ N_{cbg} &:= \frac{A_{nc}}{A_{nco}} \cdot \psi_{ec} \cdot \psi_{ed} \cdot \psi_{cn} \cdot N_b & N_{cbg} &= 20.138 \cdot \text{k} & \text{for a group of fasteners} \\ & & & & \text{D5.2.1 - EQ D-4} \\ \phi N_{cbg} &:= \text{if}(R = 1, .75 \cdot \phi \cdot N_{cbg}, \phi \cdot N_{cbg}) & \phi N_{cbg} &= 15.104 \cdot \text{k} \\ \text{codecheck} &:= \text{if}(|U_{pmax}| \leq \phi N_{cbg}, \text{"OK"}, \text{"NOT OK"}) \end{aligned}$$

codecheck = "OK"

PULL OUT STRENGTH OF FASTENER IN TENSION (D5.3)

$$\psi_{cp} := 1.0$$

D5.3.6 - assumed cracking

$$N_{pn} := \psi_{cp} \cdot 8 \cdot f_c \cdot A_b$$

$$N_{pn} = 20.928 \cdot k$$

D5.3.1 - EQ D-13

$$\phi N_{pn} := \text{if}(R = 1, .75 \cdot \phi \cdot N_{pn}, \phi \cdot N_{pn})$$

$$\phi N_{pn} = 15.696 \cdot k$$

$$\text{codecheck} := \text{if}(|U_{pmax}| \leq \phi N_{pn}, \text{"OK"}, \text{"NOT OK"})$$

codecheck = "OK"

CONCRETE SIDE FACE BLOW OUT STRENGTH OF FASTENERS IN TENSION (D5.4)

$$N_{sb} := 160 \cdot \left(\frac{\text{lbf} \cdot \text{in}^5}{\text{in}} \right) \cdot c_{min} \cdot \sqrt{A_b} \cdot \sqrt{f_c}$$

$$N_{sb} = 38.872 \cdot k$$

D5.4.1 - EQ D-16

$$N_{sbg} := \text{if} \left[c_{min} < .4 \cdot h'_{ef}, \left(1 + \frac{\min(6 \cdot c_{min}, \text{spacing}_x, \text{spacing}_y)}{6 \cdot c_{min}} \right) \cdot N_{sb}, N_{pn} \right]$$

$$N_{sbg} = 20.928 \cdot k$$

D5.4.2 - EQ D-17

$$\phi N_{sbg} := \text{if}(R = 1, .75 \cdot \phi \cdot N_{sbg}, \phi \cdot N_{sbg})$$

$$\phi N_{sbg} = 15.696 \cdot k$$

$$\text{codecheck} := \text{if}(|U_{pmax}| \leq \phi N_{sbg}, \text{"OK"}, \text{"NOT OK"})$$

codecheck = "OK"

CONCRETE BREAKOUT STRENGTH OF FASTENER IN SHEAR (D6.2)

$$c_{a1x} := \text{if}(RW = 1, c_{minx} + \text{spacing}_x, c_{minx})$$

$$c_{a1x} = 4.75 \cdot \text{in}$$

$$c_{a1y} := \text{if}(RW = 1, c_{miny} + \text{spacing}_y, c_{miny})$$

$$c_{a1y} = 7.5 \cdot \text{in}$$

$$c_{a2x} := \min(c_{miny}, 1.5 \cdot c_{a1x})$$

$$c_{a2x} = 7.125 \cdot \text{in}$$

$$c_{a2y} := \min(c_{minx}, 1.5 \cdot c_{a1y})$$

$$c_{a2y} = 4.75 \cdot \text{in}$$

$$c_{a3x} := \text{if}(P = 1, c_{a2x}, 1.5 \cdot c_{a1x})$$

$$c_{a3x} = 7.125 \cdot \text{in}$$

$$c_{a3y} := \text{if}(P = 1, c_{a2y}, 1.5 \cdot c_{a1y})$$

$$c_{a3y} = 4.75 \cdot \text{in}$$

$$h_x := \min(h, 1.5 \cdot c_{a1x})$$

$$h_x = 7.125 \cdot \text{in}$$

$$h_y := \min(h, 1.5 \cdot c_{a1y})$$

$$h_y = 11.25 \cdot \text{in}$$

D6.2.2 - EQ D-32

$$\text{spacing}_x = 5.5 \cdot \text{in}$$

$$\text{spacing}_y = 5 \cdot \text{in}$$

$$A_{vcx} := 4.5 \cdot c_{a1x}^2$$

$$A_{vcx} = 101.5 \cdot \text{in}^2$$

$$A_{vcy} := 4.5 \cdot c_{a1y}^2$$

$$A_{vcy} = 253.1 \cdot \text{in}^2$$

$$A_{vcx} := \text{if}[RW = 1, 2 \cdot (1.5 \cdot c_{a1x}) + \min(3 \cdot c_{a1x}, s_x), 2(1.5 \cdot c_{a1x})] \cdot h_x$$

$$A_{vcy} := \text{if}[RW = 1, 2 \cdot (1.5 \cdot c_{a1y}) + \min(3 \cdot c_{a1y}, s_y), 2(1.5 \cdot c_{a1y})] \cdot h_y$$

fig RD6.2.1

$$A_{vcx} = 101.5 \cdot \text{in}^2$$

$$A_{vcy} = 253.1 \cdot \text{in}^2$$

$$V_{bx} := \min \left[9 \cdot \sqrt{f_c} \cdot c_{a1x}^{1.5} \cdot \left(\frac{\text{lbf}}{\text{in}} \right)^{.5}, \text{if}(RW = 1, 8, 7) \cdot \left[\left(\frac{\min(h_{ef}, 8 \cdot d_o)}{d_o} \right)^2 \cdot \sqrt{d_o} \cdot \sqrt{f_c} \cdot c_{a1x}^{1.5} \right] \cdot \left(\frac{\text{lbf} \cdot \text{in}^5}{\text{in}} \right) \right]$$

$$V_{bx} = 5.893 \cdot k$$

D6.2.2, 3 - EQ D-33, 34, 35

$$V_{by} := \min \left[9 \cdot \sqrt{f_c} \cdot c_{a1y}^{1.5} \cdot \left(\frac{\text{lbf}}{\text{in}} \right)^{.5}, \text{if}(RW = 1, 8, 7) \cdot \left[\left(\frac{\min(h_{ef}, 8 \cdot d_o)}{d_o} \right)^2 \cdot \sqrt{d_o} \cdot \sqrt{f_c} \cdot c_{a1y}^{1.5} \right] \cdot \left(\frac{\text{lbf} \cdot \text{in}^5}{\text{in}} \right) \right]$$

$$V_{by} = 11.691 \cdot k$$

D6.2.2, 3 - EQ D-33, 34, 35

$$\psi_{edvx} := \min \left(1, .7 + .3 \cdot \frac{c_{a2x}}{1.5 \cdot c_{a1x}} \right)$$

$$\psi_{edvx} = 1.0$$

$$\psi_{edvy} := \min \left(1, .7 + .3 \cdot \frac{c_{a2y}}{1.5 \cdot c_{a1y}} \right)$$

$$\psi_{edvy} = 0.83$$

D6.2.6 - EQ D-37,38

$$\psi_{ecv} := 1.0$$

D6.2.5 - EQ D-36
not eccentrically loaded

$$\psi_c = 1.0$$

D6.2.7 - See Above

D6.2.1 - EQ D-31

$$V_{cbgx} := \frac{A_{vcx}}{A_{vcx}} \cdot \psi_{ecv} \cdot \psi_{edvx} \cdot \psi_c \cdot V_{bx}$$

$$V_{cbgx} = 6.016 \cdot k$$

$$V_{cbgy} := \frac{A_{vcy}}{A_{vcy}} \cdot \psi_{ecv} \cdot \psi_{edvy} \cdot \psi_c \cdot V_{by}$$

$$V_{cbgy} = 11.691 \cdot k$$

$$\phi V_{cbgx} := \phi \cdot V_{cbgx}$$

$$\phi V_{cbgx} = 4.512 \cdot k$$

$$\phi V_{cbgy} := \phi \cdot V_{cbgy}$$

$$\phi V_{cbgy} = 8.769 \cdot k$$

$$\text{codecheckX} := \text{if}(U_{vmax} \leq \phi V_{cbgx}, \text{"OK"}, \text{"NOT OK"})$$

$$\text{codecheckY} := \text{if}(U_{vmax} \leq \phi V_{cbgy}, \text{"OK"}, \text{"NOT OK"})$$

codecheckX = "OK"

codecheckY = "OK"

CONCRETE PRYOUT STRENGTH OF FASTENER IN SHEAR (D6.3)

$$k_{cp} := \text{if}(h_{ef} < 2.5\text{in}, 1, 2)$$

$$k_{cp} = 2$$

$$N_{cbg} = 20.138 \cdot k$$

$$V_{cp} := k_{cp} \cdot N_{cbg}$$

$$V_{cp} = 40.277 \cdot k$$

D6.3.1 - EQ D-41

$$\phi V_{cp} := \phi \cdot V_{cp}$$

$$\phi V_{cp} = 30.208 \cdot k$$

$$\text{codecheck} := \text{if}(U_{vmax} \leq \phi V_{cp}, \text{"OK"}, \text{"NOT OK"})$$

codecheck = "OK"

COMBINATION OF TENSILE AND SHEAR FORCES

$$\phi N_n := \min(\phi N_s, \phi N_{cbg}, \phi N_{pn}, \phi N_{sbg})$$

$$\phi N_n = 15.104 \cdot k$$

$$\phi V_n := \min(\phi V_s, \phi V_{cbgx}, \phi V_{cbgy}, \phi V_{cp})$$

$$\phi V_n = 4.512 \cdot k$$

$$\text{SOLUTION1} := \text{if}(U_{vmax} \leq .2 \cdot \phi V_n, \text{"FULL TENSION ALLOWED"}, \text{"COMBINATION REQUIRED"})$$

$$\text{SOLUTION1} = \text{"COMBINATION REQUIRED"}$$

$$\text{SOLUTION2} := \text{if}(|U_{pmax}| \leq .2 \cdot \phi N_n, \text{"FULL SHEAR ALLOWED"}, \text{"COMBINATION REQUIRED"})$$

$$\text{SOLUTION2} = \text{"FULL SHEAR ALLOWED"}$$

COMBINATION

$$\text{Check} := \frac{|U_{pmax}|}{\phi N_n} + \frac{U_{vmax}}{\phi V_n} = 0.267$$

D7.3 - EQ D-42

$$\text{codecheck} := \text{if}(\text{Check} \leq 1.2, \text{"OK"}, \text{"NOT OK"})$$

codecheck = "OK"

PROBLEM TITLE: A1, A2
 JOB LOCATION: PORT ORANGE, FL
 DESIGNER: DWK
 DATE: 01/24/2020

	P (k)	V (k)	
DEAD	14.99	0.48	
LIVE	53.37	1.41	
WIND - D	69.11	17.69	
WIND - U	-102.46		
H			
F			
E	9.02	1.6	

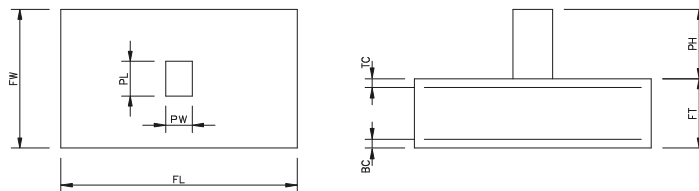
(negative)

SERVICE LOAD COMB.

S = D + .6W
 S = .6D + .6W
 S = D + .75L + .45W
 S = .6D + .7E
 S = D + .75L + .525E
 S = D + L
 S = D + .7E

DESIGN LOAD COMB.

U = 1.4D
 U = 1.2D + 1.6L
 U = 1.2D + .5W
 U = 1.2D + 1.0W + .5L
 U = 1.2D + 1.0E + .5L
 U = .9D + 1.0W
 U = .9D + 1.0E



GROSS SAFE SOIL
 BEARING CAPACITY: 3000 psf

FORCE FOOTING
 TO BE SQUARE (Y/N): N
 JNHOOKED(U) HOOKED(H): U

NOT DESIGNED FOR LIGHTWEIGHT CONCRETE**STEEL**

Fy: 60000 psi
 REBAR TC: 3 in
 REBAR BC: 3 in
 MIN. SPACING BETWEEN REBAR: 6 in

FOOTING

MAX LENGTH(FL): 100 ft
 MIN LENGTH(FL): 20 ft
 MAX WIDTH(FW): 100 ft
 MIN WIDTH(FW): 10.6667 ft
 MAX THICKNESS(FT): 100 ft
 MIN THICKNESS(FT): 2 ft
 DEPTH(D)= FT-BC: 1.75 ft

PEDESTAL

HEIGHT(PH): 2 ft
 LENGTH(PL): 2 ft
 WIDTH(PW): 2 ft
 DOWEL SIZE 8 #
 # OF DOWEL 4

CONCRETE

f'c: 3000 psi
 DENSITY: 150 pcf

SOIL

WIT WEIGHT OF SOIL: 100 pcf

IMPORTANT: MIN FL, FW, AND FT MUST BE GREATER THAN ZERO AT FIRST ENTRY (recommend FT equal to 1 or 1.5)

1. SERVICE LOADS TO SIZE FOOTING

IF SQUARE FOOTING FW & FL = 6 ft
 W/ UPLIFT = 10.25
 FOOTING VOLUME = 426.668 ft³
 ACTUAL SOIL BEARING CAPACITY = 914.0727685 psf

RECT LENGTH = 2.25
 RECT WIDTH = 16

ACT.BEARING VS. ALLOWABLE BEARING: **OK**

2. DESIGN/FACTORED LOAD, Pu

Pu = 263.1168 k UPLIFT Pu = 7.0313 k **OK**

3. NET FACTORED SOIL PRESSURE, p(net) = p(u) = Pu/[FL*FW]

p(net) = p(u) = 1.233356146 ksf

4. ULTIMATE SHEAR, Vu = p(u) * critical area

Vu (ONE-WAY) = 95.37984 k 95,379.84 lb or Vu = 63,723.81 lb Max Vu (ONE-WAY) = 95,379.84
 Vu (TWO-WAY) = 475.9983875 k 475,998.39 lb

5. NOMINAL SHEAR STRENGTH, Vc, W/O SHEAR REINFORCEMENT**A. ONE-WAY SHEAR, Vc = 2*(f'c)^.5*FW*(FT-BC)**

Vc = 294,456.57 lb
 .75*Vc = 220,842.43 lb

B. TWO-WAY SHEAR, $V_c = (2+4/B_c)*(f'_c)^{.5}*b(o)*(FT-BC) \leq 4*(f'_c)^{.5}*b(o)*(FT-BC)$

$$b(o) = 180 \text{ in}$$

$$B_c = 1 \geq 2$$

$$B_c = 2$$

$$V_c = 828,156.51 \text{ lb}$$

$$.75*V_c = 621,117.38 \text{ lb}$$

$$\leq \text{MAX. } V_c = 828,156.51 \text{ lb}$$

6. CHECK FOR SHEAR REINFORCING**A. ONE-WAY SHEAR CHECK**

$$.75*V_c = 220,842.43 \text{ lb}$$

$$V_u = 95,379.84 \text{ lb}$$

$$.75*V_c \geq V_u \text{ OK}$$

B. TWO-WAY SHEAR CHECK

$$.75*V_c = 621,117.38 \text{ lb}$$

$$V_u = 475,998.39 \text{ lb}$$

$$.75*V_c \geq V_u \text{ OK}$$

7. ULTIMATE BENDING MOMENT, $M_u (\text{long}) = (p(\text{net})*FW*b(m)^2)/2$, $M_u (\text{tran}) = (p(\text{net})*FL*b(m)^2)/2$ **A. BOTTOM REINFORCING****1. LONGITUDINAL**

$$b(m) = 9 \text{ ft}$$

$$M_u = 532.81152 \text{ k-ft}$$

2. TRANSVERSE

$$b(m) = 4.33335 \text{ ft}$$

$$M_u = 231.5986578 \text{ k-ft}$$

B. TOP REINFORCING

$$p(\text{net}) = \text{max neg factored load combination}/(FL*FW)$$

1. LONGITUDINAL

$$p(\text{net}) = -0.41704088 \text{ ksf}$$

$$b(m) = 9 \text{ ft}$$

$$M_u = -180.162225 \text{ k-ft}$$

2. TRANSVERSE

$$p(\text{net}) = -0.41704088 \text{ ksf}$$

$$b(m) = 4.33335 \text{ ft}$$

$$M_u = -78.3116129 \text{ k-ft}$$

8. REQUIRED COEFFICIENT OF RESISTANCE, $R_u (\text{long}) = M_u / (.9*FW*(FT-BC)^2)$, $R_u (\text{tran}) = M_u / (.9*FL*(FT-BC)^2)$ **A. BOTTOM REINFORCING****1. LONGITUDINAL**

$$R_u = 125.8526679 \text{ psi}$$

2. TRANSVERSE

$$R_u = 29.1759458 \text{ psi}$$

B. TOP REINFORCING**1. LONGITUDINAL**

$$R_u = 42.55519227 \text{ psi}$$

2. TRANSVERSE

$$R_u = 9.865408526 \text{ psi}$$

9. REINFORCEMENT RATIO, $\text{ro} = .85*f'_c/f_y*[1-(1-2*R_u/.85*f'_c)^{.5}]$ **A. BOTTOM REINFORCING****1. LONGITUDINAL**

$$\text{ro} = 0.00215203 \text{ must be } \geq \text{ro} (\text{min}) = 0.0018 \text{ herefore ro required} = 0.002152$$

2. TRANSVERSE

$$\text{ro} = 0.00048908 \text{ must be } \geq \text{ro} (\text{min}) = 0.0018 \text{ herefore ro required} = 0.0018$$

B. TOP REINFORCING**1. LONGITUDINAL**

$$\text{ro} = 0.000715272 \text{ must be } \geq \text{ro} (\text{min}) = 0.0018 \text{ herefore ro required} = 0.0018$$

2. TRANSVERSE

$$\text{ro} = 0.000164743 \text{ must be } \geq \text{ro} (\text{min}) = 0.0018 \text{ herefore ro required} = 0.0018$$

10. REQUIRED STEEL AREA, $A_{st} (\text{long}) = \text{ro}*(FT-BC)*FW$, $A_{st} (\text{tran}) = \text{ro}*(FT-BC)*FL$ **A. BOTTOM REINFORCING****1. LONGITUDINAL**

$$A_{st} = 5.784673474 \text{ sq in}$$

2. TRANSVERSE

$$A_{st} = 9.072 \text{ sq in}$$

B. TOP REINFORCING**1. LONGITUDINAL**

$$A_{st} = 4.83841512 \text{ sq in}$$

2. TRANSVERSE

$$A_{st} = 9.072 \text{ sq in}$$

11. CHOOSE REINFORCING STEEL**A. BOTTOM REINFORCING****1. LONGITUDINAL**

	<u>REBAR SIZE</u>	<u>QUANTITY</u>	<u>SPACING</u>	<u>AREA</u>
OPTION 1:	#5	19	6.7778	5.833
OPTION 2:	#6	14	9.384646154	6.188

2. TRANSVERSE**INSIDE BAND (BAND WIDTH = FOOTING WIDTH)**

	<u>REBAR SIZE</u>	<u>QUANTITY</u>	<u>SPACING</u>	<u>AREA</u>
OPTION 1:	#5	21	6.30002	6.447
OPTION 2:	#6	15	9.000028571	6.63

OUTSIDE BAND (BAND WIDTH = FOOTING WIDTH)

	<u>REBAR SIZE</u>	<u>QUANTITY</u>	<u>SPACING</u>	<u>AREA</u>
OPTION 1:	#4	15	7.06664	2.94
OPTION 2:	#5	9	11.77773333	2.763

B. TOP REINFORCING**1. LONGITUDINAL**

	<u>REBAR SIZE</u>	<u>QUANTITY</u>	<u>SPACING</u>	<u>AREA</u>
OPTION 1:	#5	16	8.13336	4.912
OPTION 2:	#6	11	12.20004	4.862

2. TRANSVERSE**INSIDE BAND (BAND WIDTH = FOOTING WIDTH)**

	<u>REBAR SIZE</u>	<u>QUANTITY</u>	<u>SPACING</u>	<u>AREA</u>
OPTION 1:	#5	21	6.30002	6.447
OPTION 2:	#6	15	9.000028571	6.63

OUTSIDE BAND (BAND WIDTH = FOOTING WIDTH)

	<u>REBAR SIZE</u>	<u>QUANTITY</u>	<u>SPACING</u>	<u>AREA</u>
OPTION 1:	#4	15	7.06664	2.94
OPTION 2:	#5	9	11.77773333	2.763

12. CHOOSE DOWELS FOR PEDESTAL**A. REQUIRED REINFORCING**

1. $A_{st} = 0.005 \cdot A_c$

$A_{st} = 2.88 \text{ sq in}$

2. $A_{st} = P_u \cdot \text{tension} / (\phi \cdot f_y)$

$A_{st} = 1.744 \text{ sq in}$

$A_{st, \text{required}} = 2.88 \text{ sq in}$

$A_{st, \text{supplied}} = 3.14 \text{ sq in}$

OK**B. UNHOOKED DEVELOPMENT LENGTH**

$\max L_d = ((f_y / (25 \cdot (f'_c)^{.5}))) \cdot d_b, 12 \text{ in}$

$L_d = 54.77 \text{ in}$

$\text{Pedestal } L_d = 22 \text{ in}$

J-HOOK REQ'D IN PEDESTAL**C. HOOKED DEVELOPMENT LENGTH**

$\max L_d = ((0.02 \cdot f_y \cdot d_b \cdot 0.7) / (f'_c)^{.5}), 8 \cdot d_b, 6 \text{ in}$

$L_d = 15.34 \text{ in}$

$\text{Footing } L_d = 21 \text{ in}$

HOOK REQ'D IN FOOTING

PROBLEM TITLE: B1,B2
 JOB LOCATION: PORT ORANGE, FL
 DESIGNER: DWK
 DATE: 03/25/2020

	P (k)	V (k)	
DEAD	14.99	0.48	
LIVE	53.37	1.41	
WIND - D	12.82	9.82	
WIND - U	-28.88		
H			
F			
E	1.84	0.51	

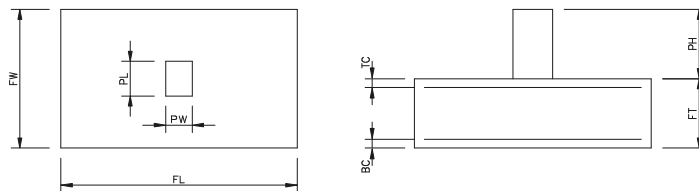
(negative)

SERVICE LOAD COMB.

$S = D + .6W$
 $S = .6D + .6W$
 $S = D + .75L + .45W$
 $S = .6D + .7E$
 $S = D + .75L + .525E$
 $S = D + L$
 $S = D + .7E$

DESIGN LOAD COMB.

$U = 1.4D$
 $U = 1.2D + 1.6L$
 $U = 1.2D + .5W$
 $U = 1.2D + 1.0W + .5L$
 $U = 1.2D + 1.0E + .5L$
 $U = .9D + 1.0W$
 $U = .9D + 1.0E$



GROSS SAFE SOIL
 BEARING CAPACITY: 3000 psf

FORCE FOOTING
 TO BE SQUARE (Y/N): Y
 JNHOOKED(U) HOOKED(H): H

NOT DESIGNED FOR LIGHTWEIGHT CONCRETE**STEEL**

F_y : 60000 psi
 REBAR TC: 3 in
 REBAR BC: 3 in
 MIN. SPACING BETWEEN REBAR: 6 in

FOOTING

MAX LENGTH(FL): 100 ft
 MIN LENGTH(FL): 6.5 ft
 MAX WIDTH(FW): 100 ft
 MIN WIDTH(FW): 6.5 ft
 MAX THICKNESS(FT): 100 ft
 MIN THICKNESS(FT): 1.5 ft
 DEPTH(D)= FT-BC: 1.25 ft

PEDESTAL

HEIGHT(PH): 2 ft
 LENGTH(PL): 1.66666667 ft
 WIDTH(PW): 1.33333333 ft
 DOWEL SIZE 6 #
 # OF DOWEL 4

CONCRETE

f'_c : 3000 psi
 DENSITY: 150 pcf

SOIL

WIT WEIGHT OF SOIL: 100 pcf

IMPORTANT: MIN FL, FW, AND FT MUST BE GREATER THAN ZERO AT FIRST ENTRY (recommend FT equal to 1 or 1.5)

1. SERVICE LOADS TO SIZE FOOTING

IF SQUARE FOOTING FW & FL = 5.25 ft
 W/ UPLIFT = 4.5
 FOOTING VOLUME = 63.375 ft³
 ACTUAL SOIL BEARING CAPACITY = 2135.798361 psf

RECT LENGTH = 4.5
 RECT WIDTH = 6.25

ACT.BEARING VS. ALLOWABLE BEARING: **OK**

2. DESIGN/FACTORED LOAD, P_u

P_u = 128.51875 k UPLIFT P_u = 0.771625 k **OK**

3. NET FACTORED SOIL PRESSURE, $p_{(net)} = p(u) = P_u/[FL*FW]$

$p_{(net)} = p(u) = 3.041863905$ ksf

4. ULTIMATE SHEAR, $V_u = p(u) * \text{critical area}$

V_u (ONE-WAY) = 26.36282051 k 26,362.82 lb or V_u = 23,067.47 lb Max V_u (ONE-WAY) = 26,362.82
 V_u (TWO-WAY) = 108.2185332 k 108,218.53 lb

5. NOMINAL SHEAR STRENGTH, V_c , W/O SHEAR REINFORCEMENT**A. ONE-WAY SHEAR, $V_c = 2*(f'_c)^{.5}*FW*(FT-BC)$**

V_c = 128,167.08 lb
 $.75*V_c$ = 96,125.31 lb

B. TWO-WAY SHEAR, $V_c = (2+4/B_c) \cdot (f'_c)^{.5} \cdot b(o) \cdot (FT-BC) \leq 4 \cdot (f'_c)^{.5} \cdot b(o) \cdot (FT-BC)$

$$b(o) = 124 \text{ in}$$

$$B_c = 0.8 \geq 2$$

$$B_c = 2$$

$$V_c = 407,505.58 \text{ lb} \quad \leq \text{MAX. } V_c \quad 407,505.58 \text{ lb}$$

$$.75 \cdot V_c = 305,629.19 \text{ lb}$$

6. CHECK FOR SHEAR REINFORCING**A. ONE-WAY SHEAR CHECK**

$$.75 \cdot V_c = 96,125.31 \text{ lb} \quad .75 \cdot V_c \geq V_u \quad \text{OK}$$

$$V_u = 26,362.82 \text{ lb}$$

B. TWO-WAY SHEAR CHECK

$$.75 \cdot V_c = 305,629.19 \text{ lb} \quad .75 \cdot V_c \geq V_u \quad \text{OK}$$

$$V_u = 108,218.53 \text{ lb}$$

7. ULTIMATE BENDING MOMENT, $M_u (\text{long}) = (p(\text{net}) \cdot FW \cdot b(m)^2)/2$, $M_u (\text{tran}) = (p(\text{net}) \cdot FL \cdot b(m)^2)/2$ **A. BOTTOM REINFORCING****1. LONGITUDINAL**

$$b(m) = 2.583333333 \text{ ft}$$

$$M_u = 65.97570446 \text{ k-ft}$$

2. TRANSVERSE

$$b(m) = 2.416666667 \text{ ft}$$

$$M_u = 57.73732305 \text{ k-ft}$$

B. TOP REINFORCING

$$p(\text{net}) = \text{max neg factored load combination} / (FL \cdot FW)$$

1. LONGITUDINAL

$$p(\text{net}) = -0.36423669 \text{ ksf}$$

$$b(m) = 2.583333333 \text{ ft}$$

$$M_u = -7.90001549 \text{ k-ft}$$

2. TRANSVERSE

$$p(\text{net}) = -0.36423669 \text{ ksf}$$

$$b(m) = 2.416666667 \text{ ft}$$

$$M_u = -6.91354113 \text{ k-ft}$$

8. REQUIRED COEFFICIENT OF RESISTANCE, $R_u (\text{long}) = M_u / (.9 \cdot FW \cdot (FT-BC)^2)$, $R_u (\text{tran}) = M_u / (.9 \cdot FL \cdot (FT-BC)^2)$ **A. BOTTOM REINFORCING****1. LONGITUDINAL**

$$R_u = 50.12399199 \text{ psi}$$

2. TRANSVERSE

$$R_u = 43.86501276 \text{ psi}$$

B. TOP REINFORCING**1. LONGITUDINAL**

$$R_u = 6.001911105 \text{ psi}$$

2. TRANSVERSE

$$R_u = 5.252452902 \text{ psi}$$

9. REINFORCEMENT RATIO, $\text{roe} = .85 \cdot f'_c / f_y [1 - (1 - 2 \cdot R_u / .85 \cdot f'_c)^{.5}]$ **A. BOTTOM REINFORCING****1. LONGITUDINAL**

$$\text{roe} = 0.000843776 \text{ must be } \geq \text{roe (min)} = 0.0018 \quad \text{herefore roe required} = 0.0018$$

2. TRANSVERSE

$$\text{roe} = 0.000737482 \text{ must be } \geq \text{roe (min)} = 0.0018 \quad \text{herefore roe required} = 0.0018$$

B. TOP REINFORCING**1. LONGITUDINAL**

$$\text{roe} = 0.00010015 \text{ must be } \geq \text{roe (min)} = 0.0018 \quad \text{herefore roe required} = 0.0018$$

2. TRANSVERSE

$$\text{roe} = 8.76312\text{E-}05 \text{ must be } \geq \text{roe (min)} = 0.0018 \quad \text{herefore roe required} = 0.0018$$

10. REQUIRED STEEL AREA, $A_{st} (\text{long}) = \text{roe} \cdot (FT-BC) \cdot FW$, $A_{st} (\text{tran}) = \text{roe} \cdot (FT-BC) \cdot FL$ **A. BOTTOM REINFORCING****1. LONGITUDINAL**

$$A_{st} = 2.106 \text{ sq in}$$

2. TRANSVERSE

$$A_{st} = 2.106 \text{ sq in}$$

B. TOP REINFORCING**1. LONGITUDINAL**

$$A_{st} = 2.106 \text{ sq in}$$

2. TRANSVERSE

$$A_{st} = 2.106 \text{ sq in}$$

11. CHOOSE REINFORCING STEEL**A. BOTTOM REINFORCING****1. LONGITUDINAL**

	<u>REBAR SIZE</u>	<u>QUANTITY</u>	<u>SPACING</u>	<u>AREA</u>
OPTION 1:	#4	11	7.2	2.156
OPTION 2:	#5	7	12	2.149

2. TRANSVERSE**INSIDE BAND (BAND WIDTH = FOOTING WIDTH)**

	<u>REBAR SIZE</u>	<u>QUANTITY</u>	<u>SPACING</u>	<u>AREA</u>
OPTION 1:	#4	11	7.2	2.156
OPTION 2:	#5	7	12	2.149

OUTSIDE BAND (BAND WIDTH = FOOTING WIDTH)

	<u>REBAR SIZE</u>	<u>QUANTITY</u>	<u>SPACING</u>	<u>AREA</u>
OPTION 1:	N/A			
OPTION 2:	N/A			

B. TOP REINFORCING**1. LONGITUDINAL**

	<u>REBAR SIZE</u>	<u>QUANTITY</u>	<u>SPACING</u>	<u>AREA</u>
OPTION 1:	#4	11	7.2	2.156
OPTION 2:	#5	7	12	2.149

2. TRANSVERSE**INSIDE BAND (BAND WIDTH = FOOTING WIDTH)**

	<u>REBAR SIZE</u>	<u>QUANTITY</u>	<u>SPACING</u>	<u>AREA</u>
OPTION 1:	#4	11	7.2	2.156
OPTION 2:	#5	7	12	2.149

OUTSIDE BAND (BAND WIDTH = FOOTING WIDTH)

	<u>REBAR SIZE</u>	<u>QUANTITY</u>	<u>SPACING</u>	<u>AREA</u>
OPTION 1:	N/A			
OPTION 2:	N/A			

12. CHOOSE DOWELS FOR PEDESTAL**A. REQUIRED REINFORCING**

1. $A_{st} = 0.005 \cdot A_c$

$A_{st} = 1.6 \text{ sq in}$

2. $A_{st} = P_u \cdot \text{tension} / (\phi \cdot f_y)$

$A_{st} = 0.302 \text{ sq in}$

$A_{st, \text{required}} =$

1.60 sq in

$A_{st, \text{supplied}} =$

1.77 sq in

OK**B. UNHOOKED DEVELOPMENT LENGTH**

$\max L_d = ((f_y / (25 \cdot (f'_c)^{.5}))) \cdot d_b, 12 \text{ in}$

$L_d = 32.86 \text{ in}$

$\text{Pedestal } L_d =$

22 in

J-HOOK REQ'D IN PEDESTAL**C. HOOKED DEVELOPMENT LENGTH**

$\max L_d = ((0.02 \cdot f_y \cdot d_b \cdot 0.7) / (f'_c)^{.5}), 8 \cdot d_b, 6 \text{ in}$

$L_d = 11.50 \text{ in}$

$\text{Footing } L_d =$

15 in

HOOK REQ'D IN FOOTING

PROBLEM TITLE: A3, B3
 JOB LOCATION: PORT ORANGE, FL
 DESIGNER: DWK
 DATE: 03/25/2020

	P (k)	V (k)	
DEAD	11.18	0.57	
LIVE	40.71	1.46	
WIND - D	4.01	4.78	
WIND - U	-15.77		
H			
F			
E	0.76	0.34	

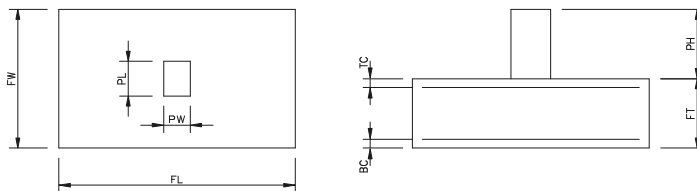
(negative)

SERVICE LOAD COMB.

S = D + .6W
 S = .6D + .6W
 S = D + .75L + .45W
 S = .6D + .7E
 S = D + .75L + .525E
 S = D + L
 S = D + .7E

DESIGN LOAD COMB.

U = 1.4D
 U = 1.2D + 1.6L
 U = 1.2D + .5W
 U = 1.2D + 1.0W + .5L
 U = 1.2D + 1.0E + .5L
 U = .9D + 1.0W
 U = .9D + 1.0E



GROSS SAFE SOIL
 BEARING CAPACITY: 3000 psf

FORCE FOOTING
 TO BE SQUARE (Y/N): Y
 JNHOOKED(U) HOOKED(H): H

NOT DESIGNED FOR LIGHTWEIGHT CONCRETE**STEEL**

Fy: 60000 psi
 REBAR TC: 3 in
 REBAR BC: 3 in
 MIN. SPACING BETWEEN REBAR: 6 in

FOOTING

MAX LENGTH(FL): 100 ft
 MIN LENGTH(FL): 4.75 ft
 MAX WIDTH(FW): 100 ft
 MIN WIDTH(FW): 4.75 ft
 MAX THICKNESS(FT): 100 ft
 MIN THICKNESS(FT): 1.5 ft
 DEPTH(D)= FT-BC: 1.25 ft

PEDESTAL

HEIGHT(PH): 2 ft
 LENGTH(PL): 1.66666667 ft
 WIDTH(PW): 1.33333333 ft
 DOWEL SIZE 6 #
 # OF DOWEL 4

CONCRETE

f'c: 3000 psi
 DENSITY: 150 pcf

SOIL

WIT WEIGHT OF SOIL: 100 pcf

IMPORTANT: MIN FL, FW, AND FT MUST BE GREATER THAN ZERO AT FIRST ENTRY (recommend FT equal to 1 or 1.5)

1. SERVICE LOADS TO SIZE FOOTING

IF SQUARE FOOTING FW & FL = 4.75 ft
 W/ UPLIFT = 2.75
 FOOTING VOLUME = 33.84375 ft³
 ACTUAL SOIL BEARING CAPACITY = 2867.259221 psf

RECT LENGTH = 5
 RECT WIDTH = 4.75

ACT.BEARING VS. ALLOWABLE BEARING: **OK**

2. DESIGN/FACTORED LOAD, Pu

Pu = 91.9766875 k UPLIFT Pu = 2.92215625 k **OK**

3. NET FACTORED SOIL PRESSURE, p(net) = p(u) = Pu/[FL*FW]

p(net) = p(u) = 4.076529086 ksf

4. ULTIMATE SHEAR, Vu = p(u) * critical area

Vu (ONE-WAY) = 8.874943531 k 8,874.94 lb or Vu = 5,647.69 lb Max Vu (ONE-WAY) = 8,874.94
 Vu (TWO-WAY) = 64.7715177 k 64,771.52 lb

5. NOMINAL SHEAR STRENGTH, Vc, W/O SHEAR REINFORCEMENT**A. ONE-WAY SHEAR, Vc = 2*(f'c)^.5*FW*(FT-BC)**

Vc = 93,660.56 lb
 .75*Vc = 70,245.42 lb

B. TWO-WAY SHEAR, $V_c = (2+4/B_c)*(f'_c)^{.5}*b(o)*(FT-BC) \leq 4*(f'_c)^{.5}*b(o)*(FT-BC)$

$$b(o) = 124 \text{ in}$$

$$B_c = 0.8 \geq 2$$

$$B_c = 2$$

$$V_c = 407,505.58 \text{ lb}$$

$$.75*V_c = 305,629.19 \text{ lb}$$

$$\leq \text{MAX. } V_c \quad 407,505.58 \text{ lb}$$

6. CHECK FOR SHEAR REINFORCING**A. ONE-WAY SHEAR CHECK**

$$.75*V_c = 70,245.42 \text{ lb}$$

$$V_u = 8,874.94 \text{ lb}$$

$$.75*V_c \geq V_u \quad \text{OK}$$

B. TWO-WAY SHEAR CHECK

$$.75*V_c = 305,629.19 \text{ lb}$$

$$V_u = 64,771.52 \text{ lb}$$

$$.75*V_c \geq V_u \quad \text{OK}$$

7. ULTIMATE BENDING MOMENT, $M_u (\text{long}) = (p(\text{net})*FW*b(m)^2)/2$, $M_u (\text{tran}) = (p(\text{net})*FL*b(m)^2)/2$ **A. BOTTOM REINFORCING****1. LONGITUDINAL**

$$b(m) = 1.708333333 \text{ ft}$$

$$M_u = 28.25526529 \text{ k-ft}$$

2. TRANSVERSE

$$b(m) = 1.541666667 \text{ ft}$$

$$M_u = 23.01098048 \text{ k-ft}$$

B. TOP REINFORCING

$$p(\text{net}) = \text{max neg factored load combination}/(FL*FW)$$

1. LONGITUDINAL

$$p(\text{net}) = -0.25298615 \text{ ksf}$$

$$b(m) = 1.708333333 \text{ ft}$$

$$M_u = -1.75349927 \text{ k-ft}$$

2. TRANSVERSE

$$p(\text{net}) = -0.25298615 \text{ ksf}$$

$$b(m) = 1.541666667 \text{ ft}$$

$$M_u = -1.42804313 \text{ k-ft}$$

8. REQUIRED COEFFICIENT OF RESISTANCE, $R_u (\text{long}) = M_u/(.9*FW*(FT-BC)^2)$, $R_u (\text{tran}) = M_u/(.9*FL*(FT-BC)^2)$ **A. BOTTOM REINFORCING****1. LONGITUDINAL**

$$R_u = 29.37519459 \text{ psi}$$

2. TRANSVERSE

$$R_u = 23.92304663 \text{ psi}$$

B. TOP REINFORCING**1. LONGITUDINAL**

$$R_u = 1.823001189 \text{ psi}$$

2. TRANSVERSE

$$R_u = 1.484645228 \text{ psi}$$

9. REINFORCEMENT RATIO, $\text{roe} = .85*f'_c/f_y*[1-(1-2*R_u/.85*f'_c)^{.5}]$ **A. BOTTOM REINFORCING****1. LONGITUDINAL**

$$\text{roe} = 0.000492439 \text{ must be } \geq \text{roe (min)} = 0.0018 \quad \text{herefore roe required} = 0.0018$$

2. TRANSVERSE

$$\text{roe} = 0.000400605 \text{ must be } \geq \text{roe (min)} = 0.0018 \quad \text{herefore roe required} = 0.0018$$

B. TOP REINFORCING**1. LONGITUDINAL**

$$\text{roe} = 3.03942\text{E-}05 \text{ must be } \geq \text{roe (min)} = 0.0018 \quad \text{herefore roe required} = 0.0018$$

2. TRANSVERSE

$$\text{roe} = 2.47513\text{E-}05 \text{ must be } \geq \text{roe (min)} = 0.0018 \quad \text{herefore roe required} = 0.0018$$

10. REQUIRED STEEL AREA, $A_{st} (\text{long}) = \text{roe}*(FT-BC)*FW$, $A_{st} (\text{tran}) = \text{roe}*(FT-BC)*FL$ **A. BOTTOM REINFORCING****1. LONGITUDINAL**

$$A_{st} = 1.539 \text{ sq in}$$

2. TRANSVERSE

$$A_{st} = 1.539 \text{ sq in}$$

B. TOP REINFORCING**1. LONGITUDINAL**

$$A_{st} = 1.539 \text{ sq in}$$

2. TRANSVERSE

$$A_{st} = 1.539 \text{ sq in}$$

11. CHOOSE REINFORCING STEEL**A. BOTTOM REINFORCING****1. LONGITUDINAL**

	<u>REBAR SIZE</u>	<u>QUANTITY</u>	<u>SPACING</u>	<u>AREA</u>
OPTION 1:	#4	8	7.285714286	1.568
OPTION 2:	#5	6	10.2	1.842

2. TRANSVERSE**INSIDE BAND (BAND WIDTH = FOOTING WIDTH)**

	<u>REBAR SIZE</u>	<u>QUANTITY</u>	<u>SPACING</u>	<u>AREA</u>
OPTION 1:	#4	8	7.285714286	1.568
OPTION 2:	#5	6	10.2	1.842

OUTSIDE BAND (BAND WIDTH = FOOTING WIDTH)

	<u>REBAR SIZE</u>	<u>QUANTITY</u>	<u>SPACING</u>	<u>AREA</u>
OPTION 1:	N/A			
OPTION 2:	N/A			

B. TOP REINFORCING**1. LONGITUDINAL**

	<u>REBAR SIZE</u>	<u>QUANTITY</u>	<u>SPACING</u>	<u>AREA</u>
OPTION 1:	#4	8	7.285714286	1.568
OPTION 2:	#5	6	10.2	1.842

2. TRANSVERSE**INSIDE BAND (BAND WIDTH = FOOTING WIDTH)**

	<u>REBAR SIZE</u>	<u>QUANTITY</u>	<u>SPACING</u>	<u>AREA</u>
OPTION 1:	#4	8	7.285714286	1.568
OPTION 2:	#5	6	10.2	1.842

OUTSIDE BAND (BAND WIDTH = FOOTING WIDTH)

	<u>REBAR SIZE</u>	<u>QUANTITY</u>	<u>SPACING</u>	<u>AREA</u>
OPTION 1:	N/A			
OPTION 2:	N/A			

12. CHOOSE DOWELS FOR PEDESTAL**A. REQUIRED REINFORCING**

$$1. A_{st} = 0.005 \cdot A_c$$

$$A_{st} = 1.6 \text{ sq in}$$

$$2. A_{st} = P_u \cdot \text{tension} / (\phi \cdot f_y)$$

$$A_{st} = 0.112 \text{ sq in}$$

$$A_{st, \text{required}} =$$

$$1.60 \text{ sq in}$$

$$A_{st, \text{supplied}} =$$

$$1.77 \text{ sq in}$$

OK**B. UNHOOKED DEVELOPMENT LENGTH**

$$\text{max } l_d = ((f_y / (25 \cdot (f'_c)^{.5}))) \cdot d_b, 12 \text{ in}$$

$$l_d = 32.86 \text{ in}$$

$$\text{Pedestal } l_d =$$

$$22 \text{ in}$$

J-HOOK REQ'D IN PEDESTAL**C. HOOKED DEVELOPMENT LENGTH**

$$\text{max } l_d = ((0.02 \cdot f_y \cdot d_b \cdot 0.7) / (f'_c)^{.5}), 8 \cdot d_b, 6 \text{ in}$$

$$l_d = 11.50 \text{ in}$$

$$\text{Footing } l_d =$$

$$15 \text{ in}$$

HOOK REQ'D IN FOOTING

PROBLEM TITLE: A4, B4
 JOB LOCATION: PORT ORANGE, FL
 DESIGNER: DWK
 DATE: 03/25/2020

	P (k)	V (k)
DEAD	9.85	0.58
LIVE	34.16	1.5
WIND - D	1.95	4.3
WIND - U	-15.78	
H		
F		
E	0.63	0.29

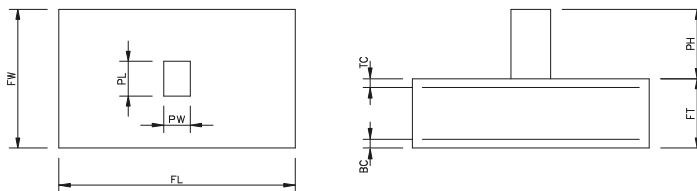
(negative)

SERVICE LOAD COMB.

S = D + .6W
 S = .6D + .6W
 S = D + .75L + .45W
 S = .6D + .7E
 S = D + .75L + .525E
 S = D + L
 S = D + .7E

DESIGN LOAD COMB.

U = 1.4D
 U = 1.2D + 1.6L
 U = 1.2D + .5W
 U = 1.2D + 1.0W + .5L
 U = 1.2D + 1.0E + .5L
 U = .9D + 1.0W
 U = .9D + 1.0E



GROSS SAFE SOIL
 BEARING CAPACITY: 3000 psf

FORCE FOOTING
 TO BE SQUARE (Y/N): Y
 JNHOOKED(U) HOOKED(H): H

NOT DESIGNED FOR LIGHTWEIGHT CONCRETE**STEEL**

Fy: 60000 psi
 REBAR TC: 3 in
 REBAR BC: 3 in
 MIN. SPACING BETWEEN REBAR: 6 in

FOOTING

MAX LENGTH(FL): 100 ft
 MIN LENGTH(FL): 4.75 ft
 MAX WIDTH(FW): 100 ft
 MIN WIDTH(FW): 4.75 ft
 MAX THICKNESS(FT): 100 ft
 MIN THICKNESS(FT): 1.5 ft
 DEPTH(D)= FT-BC: 1.25 ft

PEDESTAL

HEIGHT(PH): 2 ft
 LENGTH(PL): 1.66666667 ft
 WIDTH(PW): 1.33333333 ft
 DOWEL SIZE 6 #
 # OF DOWEL 4

CONCRETE

f'c: 3000 psi
 DENSITY: 150 pcf

SOIL

WIT WEIGHT OF SOIL: 100 pcf

IMPORTANT: MIN FL, FW, AND FT MUST BE GREATER THAN ZERO AT FIRST ENTRY (recommend FT equal to 1 or 1.5)

1. SERVICE LOADS TO SIZE FOOTING

IF SQUARE FOOTING FW & FL = 4.25 ft
 W/ UPLIFT = 3
 FOOTING VOLUME = 33.84375 ft^3
 ACTUAL SOIL BEARING CAPACITY = 2511.438256 psf

RECT LENGTH = 4.25
 RECT WIDTH = 4.25

ACT.BEARING VS. ALLOWABLE BEARING: **OK**

2. DESIGN/FACTORED LOAD, Pu

Pu = 79.9006875 k UPLIFT Pu = 1.71515625 k **OK**

3. NET FACTORED SOIL PRESSURE, p(net) = p(u) = Pu/[FL*FW]

p(net) = p(u) = 3.541304709 ksf

4. ULTIMATE SHEAR, Vu = p(u) * critical area

Vu (ONE-WAY) = 7.709715461 k 7,709.72 lb or Vu = 4,906.18 lb Max Vu (ONE-WAY) = 7,709.72
 Vu (TWO-WAY) = 56.26739705 k 56,267.40 lb

5. NOMINAL SHEAR STRENGTH, Vc, W/O SHEAR REINFORCEMENT**A. ONE-WAY SHEAR, Vc = 2*(f'c)^.5*FW*(FT-BC)**

Vc = 93,660.56 lb
 .75*Vc = 70,245.42 lb

B. TWO-WAY SHEAR, $V_c = (2+4/B_c)*(f'_c)^{.5}*b(o)*(FT-BC) \leq 4*(f'_c)^{.5}*b(o)*(FT-BC)$

$$b(o) = 124 \text{ in}$$

$$B_c = 0.8 \geq 2$$

$$B_c = 2$$

$$V_c = 407,505.58 \text{ lb}$$

$$.75*V_c = 305,629.19 \text{ lb}$$

$$\leq \text{MAX. } V_c \quad 407,505.58 \text{ lb}$$

6. CHECK FOR SHEAR REINFORCING**A. ONE-WAY SHEAR CHECK**

$$.75*V_c = 70,245.42 \text{ lb}$$

$$V_u = 7,709.72 \text{ lb}$$

$$.75*V_c \geq V_u \quad \text{OK}$$

B. TWO-WAY SHEAR CHECK

$$.75*V_c = 305,629.19 \text{ lb}$$

$$V_u = 56,267.40 \text{ lb}$$

$$.75*V_c \geq V_u \quad \text{OK}$$

7. ULTIMATE BENDING MOMENT, $M_u (\text{long}) = (p(\text{net})*FW*b(m)^2)/2$, $M_u (\text{tran}) = (p(\text{net})*FL*b(m)^2)/2$ **A. BOTTOM REINFORCING****1. LONGITUDINAL**

$$b(m) = 1.708333333 \text{ ft}$$

$$M_u = 24.54551456 \text{ k-ft}$$

2. TRANSVERSE

$$b(m) = 1.541666667 \text{ ft}$$

$$M_u = 19.98977361 \text{ k-ft}$$

B. TOP REINFORCING

$$p(\text{net}) = \text{max neg factored load combination}/(FL*FW)$$

1. LONGITUDINAL

$$p(\text{net}) = -0.30648199 \text{ ksf}$$

$$b(m) = 1.708333333 \text{ ft}$$

$$M_u = -2.12429002 \text{ k-ft}$$

2. TRANSVERSE

$$p(\text{net}) = -0.30648199 \text{ ksf}$$

$$b(m) = 1.541666667 \text{ ft}$$

$$M_u = -1.73001371 \text{ k-ft}$$

8. REQUIRED COEFFICIENT OF RESISTANCE, $R_u (\text{long}) = M_u/(.9*FW*(FT-BC)^2)$, $R_u (\text{tran}) = M_u/(.9*FL*(FT-BC)^2)$ **A. BOTTOM REINFORCING****1. LONGITUDINAL**

$$R_u = 25.5184037 \text{ psi}$$

2. TRANSVERSE

$$R_u = 20.78209082 \text{ psi}$$

B. TOP REINFORCING**1. LONGITUDINAL**

$$R_u = 2.208488652 \text{ psi}$$

2. TRANSVERSE

$$R_u = 1.79858475 \text{ psi}$$

9. REINFORCEMENT RATIO, $\text{roe} = .85*f'_c/f_y*[1-(1-2*R_u/.85*f'_c)^{.5}]$ **A. BOTTOM REINFORCING****1. LONGITUDINAL**

$$\text{roe} = 0.000427456 \text{ must be } \geq \text{roe (min)} = 0.0018 \quad \text{herefore roe required} = 0.0018$$

2. TRANSVERSE

$$\text{roe} = 0.000347791 \text{ must be } \geq \text{roe (min)} = 0.0018 \quad \text{herefore roe required} = 0.0018$$

B. TOP REINFORCING**1. LONGITUDINAL**

$$\text{roe} = 3.68241\text{E-}05 \text{ must be } \geq \text{roe (min)} = 0.0018 \quad \text{herefore roe required} = 0.0018$$

2. TRANSVERSE

$$\text{roe} = 2.9987\text{E-}05 \text{ must be } \geq \text{roe (min)} = 0.0018 \quad \text{herefore roe required} = 0.0018$$

10. REQUIRED STEEL AREA, $A_{st} (\text{long}) = \text{roe}*(FT-BC)*FW$, $A_{st} (\text{tran}) = \text{roe}*(FT-BC)*FL$ **A. BOTTOM REINFORCING****1. LONGITUDINAL**

$$A_{st} = 1.539 \text{ sq in}$$

2. TRANSVERSE

$$A_{st} = 1.539 \text{ sq in}$$

B. TOP REINFORCING**1. LONGITUDINAL**

$$A_{st} = 1.539 \text{ sq in}$$

2. TRANSVERSE

$$A_{st} = 1.539 \text{ sq in}$$

11. CHOOSE REINFORCING STEEL**A. BOTTOM REINFORCING****1. LONGITUDINAL**

	<u>REBAR SIZE</u>	<u>QUANTITY</u>	<u>SPACING</u>	<u>AREA</u>
OPTION 1:	#4	8	7.285714286	1.568
OPTION 2:	#5	6	10.2	1.842

2. TRANSVERSE**INSIDE BAND (BAND WIDTH = FOOTING WIDTH)**

	<u>REBAR SIZE</u>	<u>QUANTITY</u>	<u>SPACING</u>	<u>AREA</u>
OPTION 1:	#4	8	7.285714286	1.568
OPTION 2:	#5	6	10.2	1.842

OUTSIDE BAND (BAND WIDTH = FOOTING WIDTH)

	<u>REBAR SIZE</u>	<u>QUANTITY</u>	<u>SPACING</u>	<u>AREA</u>
OPTION 1:	N/A			
OPTION 2:	N/A			

B. TOP REINFORCING**1. LONGITUDINAL**

	<u>REBAR SIZE</u>	<u>QUANTITY</u>	<u>SPACING</u>	<u>AREA</u>
OPTION 1:	#4	8	7.285714286	1.568
OPTION 2:	#5	6	10.2	1.842

2. TRANSVERSE**INSIDE BAND (BAND WIDTH = FOOTING WIDTH)**

	<u>REBAR SIZE</u>	<u>QUANTITY</u>	<u>SPACING</u>	<u>AREA</u>
OPTION 1:	#4	8	7.285714286	1.568
OPTION 2:	#5	6	10.2	1.842

OUTSIDE BAND (BAND WIDTH = FOOTING WIDTH)

	<u>REBAR SIZE</u>	<u>QUANTITY</u>	<u>SPACING</u>	<u>AREA</u>
OPTION 1:	N/A			
OPTION 2:	N/A			

12. CHOOSE DOWELS FOR PEDESTAL**A. REQUIRED REINFORCING**

1. $A_{st} = 0.005 \cdot A_c$

$A_{st} = 1.6 \text{ sq in}$

2. $A_{st} = P_u \cdot \text{tension} / (\phi \cdot f_y)$

$A_{st} = 0.136 \text{ sq in}$

$A_{st, \text{required}} =$

1.60 sq in

$A_{st, \text{supplied}} =$

1.77 sq in

OK**B. UNHOOKED DEVELOPMENT LENGTH**

$\text{max } l_d = ((f_y / (25 \cdot (f'_c)^{.5}))) \cdot d_b, 12 \text{ in}$

$l_d = 32.86 \text{ in}$

$\text{Pedestal } l_d =$

22 in

J-HOOK REQ'D IN PEDESTAL**C. HOOKED DEVELOPMENT LENGTH**

$\text{max } l_d = ((0.02 \cdot f_y \cdot d_b \cdot 0.7) / (f'_c)^{.5}), 8 \cdot d_b, 6 \text{ in}$

$l_d = 11.50 \text{ in}$

$\text{Footing } l_d =$

15 in

HOOK REQ'D IN FOOTING

PROBLEM TITLE: A5,B5
 JOB LOCATION: PORT ORANGE, FL
 DESIGNER: DWK
 DATE: 03/25/2020

	P (k)	V (k)
DEAD	5.1	0.4
LIVE	13.86	0.89
WIND - D	1.06	2.91
WIND - U	-7.89	
H		
F		
E	0.24	0.13

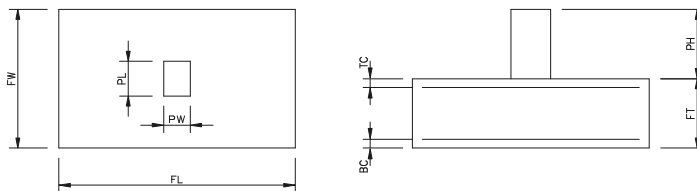
(negative)

SERVICE LOAD COMB.

S = D + .6W
 S = .6D + .6W
 S = D + .75L + .45W
 S = .6D + .7E
 S = D + .75L + .525E
 S = D + L
 S = D + .7E

DESIGN LOAD COMB.

U = 1.4D
 U = 1.2D + 1.6L
 U = 1.2D + .5W
 U = 1.2D + 1.0W + .5L
 U = 1.2D + 1.0E + .5L
 U = .9D + 1.0W
 U = .9D + 1.0E



GROSS SAFE SOIL
 BEARING CAPACITY: 3000 psf

FORCE FOOTING
 TO BE SQUARE (Y/N): Y
 JNHOOKED(U) HOOKED(H): H

NOT DESIGNED FOR LIGHTWEIGHT CONCRETE**STEEL**

Fy: 60000 psi
 REBAR TC: 3 in
 REBAR BC: 3 in
 MIN. SPACING BETWEEN REBAR: 6 in

FOOTING

MAX LENGTH(FL): 100 ft
 MIN LENGTH(FL): 3.75 ft
 MAX WIDTH(FW): 100 ft
 MIN WIDTH(FW): 3.75 ft
 MAX THICKNESS(FT): 100 ft
 MIN THICKNESS(FT): 1.5 ft
 DEPTH(D)= FT-BC: 1.25 ft

PEDESTAL

HEIGHT(PH): 2 ft
 LENGTH(PL): 1.66666667 ft
 WIDTH(PW): 1.33333333 ft
 DOWEL SIZE 6 #
 # OF DOWEL 4

CONCRETE

f'c: 3000 psi
 DENSITY: 150 pcf

SOIL

4 NIT WEIGHT OF SOIL: 100 pcf

IMPORTANT: MIN FL, FW, AND FT MUST BE GREATER THAN ZERO AT FIRST ENTRY (recommend FT equal to 1 or 1.5)

1. SERVICE LOADS TO SIZE FOOTING

IF SQUARE FOOTING FW & FL = 3 ft
 W/ UPLIFT = 2
 FOOTING VOLUME = 21.09375 ft³
 ACTUAL SOIL BEARING CAPACITY = 1953.566519 psf
 RECT LENGTH = 2.75
 RECT WIDTH = 3.5
 ACT.BEARING VS. ALLOWABLE BEARING: **OK**

2. DESIGN/FACTORED LOAD, Pu

Pu = 36.6631875 k UPLIFT Pu = 2.07890625 k **OK**

3. NET FACTORED SOIL PRESSURE, p(net) = p(u) = Pu/[FL*FW]

p(net) = p(u) = 2.60716 ksf

4. ULTIMATE SHEAR, Vu = p(u) * critical area

Vu (ONE-WAY) = -0.40736875 k -407.37 lb or Vu = -2,036.84 lb Max Vu (ONE-WAY) = -407.37
 Vu (TWO-WAY) = 19.26401556 k 19,264.02 lb

5. NOMINAL SHEAR STRENGTH, Vc, W/O SHEAR REINFORCEMENT**A. ONE-WAY SHEAR, Vc = 2*(f'c)^.5*FW*(FT-BC)**

Vc = 73,942.55 lb
 .75*Vc = 55,456.91 lb

B. TWO-WAY SHEAR, $V_c = (2+4/B_c)*(f'_c)^{.5}*b(o)*(FT-BC) \leq 4*(f'_c)^{.5}*b(o)*(FT-BC)$

$$b(o) = 124 \text{ in}$$

$$B_c = 0.8 \geq 2$$

$$B_c = 2$$

$$V_c = 407,505.58 \text{ lb}$$

$$.75*V_c = 305,629.19 \text{ lb}$$

$$\leq \text{MAX. } V_c \quad 407,505.58 \text{ lb}$$

6. CHECK FOR SHEAR REINFORCING**A. ONE-WAY SHEAR CHECK**

$$.75*V_c = 55,456.91 \text{ lb}$$

$$V_u = -407.37 \text{ lb}$$

$$.75*V_c \geq V_u \quad \text{OK}$$

B. TWO-WAY SHEAR CHECK

$$.75*V_c = 305,629.19 \text{ lb}$$

$$V_u = 19,264.02 \text{ lb}$$

$$.75*V_c \geq V_u \quad \text{OK}$$

7. ULTIMATE BENDING MOMENT, $M_u (\text{long}) = (p(\text{net})*FW*b(m)^2)/2$, $M_u (\text{tran}) = (p(\text{net})*FL*b(m)^2)/2$ **A. BOTTOM REINFORCING****1. LONGITUDINAL**

$$b(m) = 1.208333333 \text{ ft}$$

$$M_u = 7.137439974 \text{ k-ft}$$

2. TRANSVERSE

$$b(m) = 1.041666667 \text{ ft}$$

$$M_u = 5.304280599 \text{ k-ft}$$

B. TOP REINFORCING

$$p(\text{net}) = \text{max neg factored load combination}/(FL*FW)$$

1. LONGITUDINAL

$$p(\text{net}) = -0.23466667 \text{ ksf}$$

$$b(m) = 1.208333333 \text{ ft}$$

$$M_u = -0.64243056 \text{ k-ft}$$

2. TRANSVERSE

$$p(\text{net}) = -0.23466667 \text{ ksf}$$

$$b(m) = 1.041666667 \text{ ft}$$

$$M_u = -0.47743056 \text{ k-ft}$$

8. REQUIRED COEFFICIENT OF RESISTANCE, $R_u (\text{long}) = M_u/(.9*FW*(FT-BC)^2)$, $R_u (\text{tran}) = M_u/(.9*FL*(FT-BC)^2)$ **A. BOTTOM REINFORCING****1. LONGITUDINAL**

$$R_u = 9.399097908 \text{ psi}$$

2. TRANSVERSE

$$R_u = 6.985060871 \text{ psi}$$

B. TOP REINFORCING**1. LONGITUDINAL**

$$R_u = 0.845999086 \text{ psi}$$

2. TRANSVERSE

$$R_u = 0.628715135 \text{ psi}$$

9. REINFORCEMENT RATIO, $ro_e = .85*f'_c/f_y*[1-(1-2*R_u/.85*f'_c)^{.5}]$ **A. BOTTOM REINFORCING****1. LONGITUDINAL**

$$ro_e = 0.000156941 \text{ must be } \geq ro_e (\text{min}) = 0.0018 \text{ herefore } ro_e \text{ required} = 0.0018$$

2. TRANSVERSE

$$ro_e = 0.000116578 \text{ must be } \geq ro_e (\text{min}) = 0.0018 \text{ herefore } ro_e \text{ required} = 0.0018$$

B. TOP REINFORCING**1. LONGITUDINAL**

$$ro_e = 1.41023E-05 \text{ must be } \geq ro_e (\text{min}) = 0.0018 \text{ herefore } ro_e \text{ required} = 0.0018$$

2. TRANSVERSE

$$ro_e = 1.04799E-05 \text{ must be } \geq ro_e (\text{min}) = 0.0018 \text{ herefore } ro_e \text{ required} = 0.0018$$

10. REQUIRED STEEL AREA, $A_{st} (\text{long}) = ro_e*(FT-BC)*FW$, $A_{st} (\text{tran}) = ro_e*(FT-BC)*FL$ **A. BOTTOM REINFORCING****1. LONGITUDINAL**

$$A_{st} = 1.215 \text{ sq in}$$

2. TRANSVERSE

$$A_{st} = 1.215 \text{ sq in}$$

B. TOP REINFORCING**1. LONGITUDINAL**

$$A_{st} = 1.215 \text{ sq in}$$

2. TRANSVERSE

$$A_{st} = 1.215 \text{ sq in}$$

11. CHOOSE REINFORCING STEEL**A. BOTTOM REINFORCING****1. LONGITUDINAL**

	<u>REBAR SIZE</u>	<u>QUANTITY</u>	<u>SPACING</u>	<u>AREA</u>
OPTION 1:	#4	7	6.5	1.372
OPTION 2:	#5	4	13	1.228

2. TRANSVERSE**INSIDE BAND (BAND WIDTH = FOOTING WIDTH)**

	<u>REBAR SIZE</u>	<u>QUANTITY</u>	<u>SPACING</u>	<u>AREA</u>
OPTION 1:	#4	7	6.5	1.372
OPTION 2:				

OUTSIDE BAND (BAND WIDTH = FOOTING WIDTH)

	<u>REBAR SIZE</u>	<u>QUANTITY</u>	<u>SPACING</u>	<u>AREA</u>
OPTION 1:	N/A			
OPTION 2:	N/A			

B. TOP REINFORCING**1. LONGITUDINAL**

	<u>REBAR SIZE</u>	<u>QUANTITY</u>	<u>SPACING</u>	<u>AREA</u>
OPTION 1:	#4	7	6.5	1.372
OPTION 2:	#5	4	13	1.228

2. TRANSVERSE**INSIDE BAND (BAND WIDTH = FOOTING WIDTH)**

	<u>REBAR SIZE</u>	<u>QUANTITY</u>	<u>SPACING</u>	<u>AREA</u>
OPTION 1:	#4	7	6.5	1.372
OPTION 2:				

OUTSIDE BAND (BAND WIDTH = FOOTING WIDTH)

	<u>REBAR SIZE</u>	<u>QUANTITY</u>	<u>SPACING</u>	<u>AREA</u>
OPTION 1:	N/A			
OPTION 2:	N/A			

12. CHOOSE DOWELS FOR PEDESTAL**A. REQUIRED REINFORCING**

1. $A_{st} = 0.005 \cdot A_c$

$A_{st} = 1.6 \text{ sq in}$

2. $A_{st} = P_u \cdot \text{tension} / (\phi \cdot f_y)$

$A_{st} = 0.065 \text{ sq in}$

$A_{st, \text{required}} =$

1.60 sq in

$A_{st, \text{supplied}} =$

1.77 sq in

OK**B. UNHOOKED DEVELOPMENT LENGTH**

$\max L_d = ((f_y / (25 \cdot (f'_c)^{.5}))) \cdot d_b, 12 \text{ in}$

$L_d = 32.86 \text{ in}$

$\text{Pedestal } L_d =$

22 in

J-HOOK REQ'D IN PEDESTAL**C. HOOKED DEVELOPMENT LENGTH**

$\max L_d = ((0.02 \cdot f_y \cdot d_b \cdot 0.7) / (f'_c)^{.5}), 8 \cdot d_b, 6 \text{ in}$

$L_d = 11.50 \text{ in}$

$\text{Footing } L_d =$

15 in

HOOK REQ'D IN FOOTING

GRADE BEAM DESIGN

Order No: #221393
 Job Description: WH-5
 Location: Port Orange, FL
 Completed By: DWK
 Date: March 25, 2020

GENERAL INFORMATION - DATA ENTRY

Unfactored Load W/ Floor Slab Load	$P := 2.25 \frac{k}{ft}$	
Unfactored Load W/O Floor Slab Load	$P_{ult} := 2k$	
Soil Bearing Pressure	$q_{all} := 3000psf$	
Strength Of Concrete	$f_c := 3000psi$	
Resistance Factor (Shear)	$\phi_s := 0.75 \cdot \frac{\sqrt{lb}}{in}$	
Resistance Factor (Bending)	$\phi_b := 0.90$	
Minimum Yield Stress	$f_y := 60000psi$	
Depth Of Footing (Assume On 1st Run)	$D := 1.5ft$	
Depth To Reinforcement	$d := D - 3in$	$d = 15 \cdot in$
Area of Steel (Insert Value Calculated At The End Of The Sheet To Check Codes)	$A_{st} := .62in^2$	

STEP 1: Find Footing Width

Width Of Footing	$B := \frac{P \cdot 1.6}{q_{all}}$	$B = 14.4 \cdot in$	$B := 18in$
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STEP 2: Reinforcement Ratio

$X_1 := 0.85 - \left(0.05 \cdot \frac{f_c - 4000psi}{1000psi} \right)$	$X_1 = 0.9$	$X_2 := 0.85$
$\beta_1 := \text{if}(f_c \leq 4000psi, X_2, X_1)$		$\beta_1 = 0.85$
$\beta_1 := \text{if}(\beta_1 \geq 0.65, \beta_1, .65)$		$\beta_1 = 0.85$

Reinforcement Ratio $\rho := \frac{A_{st}}{B \cdot d}$ $\rho = 0.0023$

$\rho_{balanced} := \left(\frac{0.85 \cdot \beta_1 \cdot f_c}{f_y} \right) \cdot \left(\frac{87000 \text{ psi}}{87000 \text{ psi} + f_y} \right)$ $\rho_{balanced} = 0.021$

$X_3 := \rho_{balanced} \cdot 0.75$ $X_3 = 0.016$

CodeCheck := if($X_3 \geq \rho$, "OK", "NOT BALANCED") CodeCheck = "OK"

$X_4 := \frac{200 \cdot \text{psi}}{f_y}$ $X_4 = 0.0033$

CodeCheck := if($X_4 \leq \rho$, "OK", "NOT BALANCED") CodeCheck = "NOT BALANCED"

OK because cont. supported

STEP 3: Check Wide-Beam Shear (Transverse Reinforced For Shear)

$q_{ult} := \frac{P_{ult} \cdot 1.6}{B}$ $q_{ult} = 2133.333 \cdot \frac{\text{lbf}}{\text{ft}}$

Length Of Wall $L := 1 \text{ ft}$

$V_u := q_{ult} \cdot L$ $V_u = 2133.333 \cdot \text{lbf}$

$v_a := \frac{V_u}{L \cdot d}$ $v_a = 11.852 \cdot \text{psi}$

$V_a := 2 \cdot \phi_s \cdot \sqrt{f_c}$ $V_a = 82.16 \cdot \text{psi}$

CodeCheck := if($V_a > v_a$, "OK", "NOT OK") CodeCheck = "OK"

STEP 4: Required Reinforcement For Transverse Bending

$M_u := \left[\phi_b \cdot A_s \cdot f_y \cdot \left(d - \frac{a \cdot A_s}{2} \right) \right]$ expands to $\frac{-\left(A_s^2 \cdot a \cdot \phi_b \cdot f_y \right)}{2} + A_s \cdot d \cdot \phi_b \cdot f_y - M_u := 0$

Moment Arm $L_1 := 12 \text{ in}$

Ultimate Moment $M_u := q_{ult} \cdot \left(\frac{L_1^2}{2} \right)$ $M_u = 12800 \cdot \text{lbf} \cdot \text{in}$

Coefficient For a Value $a := \left(\frac{f_y}{0.85 \cdot f_c \cdot B} \right)$ $a = 1.31 \cdot \frac{1}{\text{in}}$

Coefficients For Equation To Solve For As

$$X_1 := \frac{-a \cdot \phi_b \cdot f_y}{2}$$

$$X_2 := d \cdot \phi_b \cdot f_y$$

$$X_3 := -M_u$$

$$X_1 = -35294 \cdot \frac{\text{lbf}}{\text{in}^3}$$

$$X_2 = 810000 \cdot \frac{\text{lbf}}{\text{in}}$$

$$X_3 = -12800 \cdot \text{lbf} \cdot \text{in}$$

$$a := \frac{X_1}{X_1}$$

$$b := \frac{X_2}{X_1}$$

$$c := \frac{X_3}{X_1}$$

$$a = 1$$

$$b = -0.159 \text{ ft}^2$$

$$c = 1.749 \times 10^{-5} \text{ ft}^4$$

$$a \cdot A_s^2 + b \cdot A_s + c := 0$$

$$A_{s1} := \frac{-b + \sqrt{b^2 - 4 \cdot a \cdot c}}{2 \cdot a}$$

$$A_{s1} = 22.9342 \cdot \text{in}^2$$

$$A_{s2} := \frac{-b - \sqrt{b^2 - 4 \cdot a \cdot c}}{2 \cdot a}$$

$$A_{s2} = 0.0158 \cdot \text{in}^2$$

Choose The Reasonable Answer

$$A_s := 0.0158 \text{ in}^2$$

Use (-) # - As=-.---

STEP 5: Check For Temperature & Shrinkage For Steel

$$\rho_{\min} := 0.0018$$

$$A_s := \rho_{\min} \cdot d \cdot B$$

$$A_s = 0.486 \cdot \text{in}^2$$

Use (2) # 5 As=0.62

Check Spacing Requirements Per 7.12.2.2

Spacing Every 6"

STEP 6: Select Longitudinal Steel

Base On The Reinforcement Ratio Of The Beam See Step #2 But A Continually Supported Beam So Therefore Use $\rho_{\min}$ From Step 5 $\rho_{\min}=0.0018$ Which Governs Because There Is No Moment

Therefore Use (2) # 5 T&B As=1.24



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 3/16/2021

Consent item: Yes

SUBJECT: (C10b) Award of ITB #21-14 to Sunshine State Officials Association, Inc. for Officials, Umpires, Referees, and Scorekeepers for Recreation Sports Programs

DEPARTMENT: Parks & Recreation

GOAL:

RECOMMENDED MOTION: Move to approve award of Standard Contract for Services to Sunshine State Officials Association, Inc. for ITB #21-14.

SUMMARY: On February 19, 2021, purchasing received one bid for ITB #21-14 Officials, Umpires, Referees, and Scorekeepers for Recreation Sports Programs agreement.

After review of the bid submitted, city staff is making a recommendation to award to the lowest bidder, Sunshine State Officials Association, Inc., of South Daytona, FL, for the rates established herein (see attached) and not to exceed the appropriated budgeted amount.

The agreement term will be as follows:

Initial Term: 1 year agreement

Renewal: Three (3), one (1) year renewal options

Project No.: n/a Funding Account No.: Program Athletics 5100000 Contractual Services

Presenter: Peter Ferreira

ATTACHMENTS:

1.	Sunshine State Officials Standard Contract for Services 030521	Sunshine State Officials Standard Contract for Services 030521.pdf
2.	ITB 21-14 Officials, Umpires, Referees, and Scorekeepers for Recreation Sports Programs NOTICE of INTENT 2.24.21	ITB 21-14 Officials, Umpires, Referees, and Scorekeepers for Recreation Sports Programs NOTICE of INTENT 2.24.21.pdf
3.	ITB 21-14 Officials, Umpires, Referees, and Scorekeepers for Recreation Sports Programs Bid Tabulation FINAL 2.19.21	ITB 21-14 Officials, Umpires, Referees, and Scorekeepers for Recreation Sports Programs Bid Tabulation FINAL 2.19.21.xlsx

4.	Sunshine State Officials Association, Inc. Submittal 2.19.21	Sunshine State Officials Association, Inc. Submittal 2.19.21.pdf
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Peter Ferreira	Created/Initiated - 2/25/2021
Sandy Woodman	Approved - 2/25/2021
Scott Neils	Approved - 3/2/2021
Michael Hall	Approved - 3/3/2021
Shannon Balmer	Approved - 3/5/2021
Jamie Miller	Approved - 3/8/2021
Robin Fenwick	Final Approval - 3/8/2021



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 **SUNSHINE STATE OFFICIALS ASSOCIATION, INC.**, a Florida corporation whose principal address is 2944 Windle Avenue, South Daytona, Florida 32119 ("Contractor"). The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

(a) The Contractor hereby agrees to provide Officials, Umpires, and Referee Services, for all league/tournaments sponsored by the City, pursuant to Intent to Bid 21-14 ("ITB 21-14"). This Contract together with ITB 21-14, Addendum No. 1, and Contractor's proposal, all of which may be referred to as the "Contract" and all of which are made a part hereof by reference, shall constitute the formal written contract between the City and Contractor. For convenience, Section 3, Scope of Services, from ITB 21-14, and the Bid Tabulation as submitted by Contractor in Contractor's Proposal, are attached hereto as **Exhibit "1"**. A complete copy of ITB 21-14, Addendum No. 1, 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 term of this Contract shall be from the issuance of a Notice to Proceed and will continue for a period of one-year ("Initial Term"). Workers' Compensation Insurance requirements shall be waived for the Initial Term of this Contract.

Renewals: Upon written agreement of the Parties, this Contract may be renewed for up to three (3), one-year periods, subject to review and approval of the City Manager and budget appropriation. Except as otherwise stated herein, Workers' Compensation Insurance requirements shall be required for all subsequent renewals of this Contract, unless waived at the sole discretion 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 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 pricing as set forth in Exhibit "1," attached hereto, in an amount not to exceed the appropriated budget per fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. Contract Administration. The Parks and Recreation Director, Susan Lovallo, shall perform contract administration of this Contract. The City may change the contract administrator, from time to time and at any time, upon written notice to Contractor. For notice provisions, see the paragraph below entitled "Notice."

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 Form Exhibit. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

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

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

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

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

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

Standard Insurance Requirements											
	Insurance	Standards	Additional Requirements								
☒	<u>Workers' Compensation</u> The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept elective exemptions. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit Form Exhibit.	<table><tr><td><u>Contract Amount</u></td><td><u>Limits</u></td></tr><tr><td>Up to \$10 million</td><td>Statutory/\$500,000</td></tr><tr><td>\$10 - \$20 million</td><td>Statutory/\$1,000,000</td></tr><tr><td colspan="2">Contracts over \$20 million To Be Determined by the City.</td></tr></table>	<u>Contract Amount</u>	<u>Limits</u>	Up to \$10 million	Statutory/\$500,000	\$10 - \$20 million	Statutory/\$1,000,000	Contracts over \$20 million To Be Determined by the City.		☐ If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐ If vessels involved, Jones Act coverage with limits of \$500,000 required.
<u>Contract Amount</u>	<u>Limits</u>										
Up to \$10 million	Statutory/\$500,000										
\$10 - \$20 million	Statutory/\$1,000,000										
Contracts over \$20 million To Be Determined by the City.											
☒	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$1,000,000 occurrence \$1,000,000 aggregate	☐ When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.								

☒	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	<u>Limits:</u> Auto Liability Body Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate	
Additional Insurance Requirements			
☐	Property Insurance Builders Risk. <u>Additional Coverage:</u>	<u>Limits:</u> Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☐	Professional Liability	<u>Limits:</u> Coverage - \$1,000,000	
☐	Installation Floater (IT)	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	
☐	Contractor Pollution Liability	<u>Limits:</u> Coverage - \$1,000,000	
☐	Errors and Omissions	<u>Limits:</u> Coverage - \$1,000,000	
☐	Umbrella Policy	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	
☐	Payment and Performance Bond Required	<u>Limits:</u> Coverage - Equal to amount of Contract.	
☐	City Manager waives Payment and Performance Bond for work under \$100,000.00.		
☐	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. Inspection

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

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

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

19. Liability for Loss or Damage.

(a) Contractor shall be liable for any loss of, or damage to, City property caused by the negligence,

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

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

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

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

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

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

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

23. Controlling Law. **THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY**

LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.

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

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

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

City:	City of Port Orange Attention: City Manager 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5501
Copy to:	City of Port Orange Attention: Susan Lovallo, Parks and Recreation Director 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5852
Contractor:	Sunshine State Officials Association, Inc. Attention: Shawn Wolgemuth, President 2944 Windle Lane South Daytona, Florida 32119 (386) 566-9171 – Telephone ssoashawn@aol.com

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

27. *Contract Construction*

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

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

[Remainder of this page intentionally left blank]

SUNSHINE STATE OFFICIALS ASSOCIATION, INC.

Witnesses:

Printed Name: _____

Printed Name: _____

By: _____

Shawn Wolgemuth, 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: _____

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 Shawn Wolgemuth, as President of Sunshine State Officials Association, 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 Quote and ITB 21-14 Section 3

Consisting of 7 Pages



"ATTACHMENT 1" ITB 21-14 SCHEDULE OF UNIT PRICING

BID FORM

CITY OF PORT ORANGE

ITB 21-14 Officials, Umpires, Referees, and Scorekeepers for Recreation Sports Programs

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

Instruction to save Attachment from Demandstar website:

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

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

NAME OF BUSINESS: Sunshine State Officials Association, Inc.

CONTACT PERSON: Shawn Wolgemuth

EMAIL ADDRESS: ssoashawn@aol.com

AUTHORIZED SIGNATURE:

Shawn Wolgemuth

ITEM #	DESCRIPTION	QTY (Games)	Number of Officials	PRICE PER OFFICIAL	TOTAL PRICE PER GAME	TOTAL COST PER LEAGUE
Youth Sports Officials						
A	BASEBALL - Umpire					
1	Under 8 Yrs Old (1 hr & 15 min Games)	77	1	\$ 35.00	\$ 35.00	\$ 2,695.00
2	Under 10 Yrs Old (1 hr & 15 min Games)	35	2	\$ 35.00	\$ 70.00	\$ 2,450.00
3	Under 12 Yrs Old (1 hr & 15 min Games)	35	2	\$ 37.00	\$ 74.00	\$ 2,590.00
4	Under 16 Yrs Old (1 hr & 30 min Games)	21	2	\$ 40.00	\$ 80.00	\$ 1,680.00
B	SOFTBALL - Umpire					
1	Under 8 Yrs Old (1 hr & 15 min Games)	29	1	\$ 35.00	\$ 35.00	\$ 1,015.00
2	Under 10 Yrs Old (1 hr & 15 min Games)	29	2	\$ 35.00	\$ 70.00	\$ 2,030.00
3	Under 12 Yrs Old (1 hr & 15 min Games)	29	2	\$ 37.00	\$ 74.00	\$ 2,146.00
4	Under 14 Yrs Old (1 hr & 15 min Games)	29	2	\$ 40.00	\$ 80.00	\$ 2,320.00
5	Under 16 Yrs Old (1 hr & 15 min Games)	21	2	\$ 40.00	\$ 80.00	\$ 1,680.00
C	VOLLEYBALL - Umpire					
1	Under 9 Yrs Old (2 out of 3 Games)	21	1	\$ 35.00	\$ 35.00	\$ 735.00
2	Under 12 Yrs Old (2 out of 3 Games)	21	1	\$ 35.00	\$ 35.00	\$ 735.00
3	Under 14 Yrs Old (2 out of 3 Games)	21	1	\$ 35.00	\$ 35.00	\$ 735.00
4	Under 16 Yrs Old (2 out of 3 Games)	21	1	\$ 35.00	\$ 35.00	\$ 735.00
D	BASKETBALL - Referee					
1	Under 8 Yrs Old Co-Ed (4 - 8 min Quarters)	65	2	\$ 30.00	\$ 60.00	\$ 3,900.00
2	Under 10 Yrs Old Boys (4 - 8 min Quarters)	65	2	\$ 30.00	\$ 60.00	\$ 3,900.00
3	Under 10 Yrs Old Girls (4 - 8 min Quarters)	21	2	\$ 30.00	\$ 60.00	\$ 1,260.00
4	Under 13 Yrs Old Boys (4 - 9 min Quarters)	65	2	\$ 34.00	\$ 68.00	\$ 4,420.00
5	Under 13 Yrs Old Girls (4 - 9 min Quarters)	21	2	\$ 34.00	\$ 68.00	\$ 1,428.00
6	Under 16 Yrs Old Boys (4 - 9 min Quarters)	32	2	\$ 34.00	\$ 68.00	\$ 2,176.00
7	Under 16 Yrs Old Girls (4 - 9 min Quarters)	21	2	\$ 34.00	\$ 68.00	\$ 1,428.00
E	SOCCER - Referee					
1	Under 8 Yrs Old Co-Ed (4 - 8 min Quarters)	65	2	\$ 30.00	\$ 60.00	\$ 3,900.00
2	Under 10 Yrs Old Co-Ed (4 - 8 min Quarters)	65	2	\$ 30.00	\$ 60.00	\$ 3,900.00
3	Under 13 Yrs Old Boys (2 - 20 min Halves)	21	2	\$ 34.00	\$ 68.00	\$ 1,428.00
4	Under 13 Yrs Old Girls (2 - 20 min Halves)	21	2	\$ 34.00	\$ 68.00	\$ 1,428.00
5	Under 16 Yrs Old Boys (2 - 20 min Halves)	21	2	\$ 34.00	\$ 68.00	\$ 1,428.00
6	Under 16 Yrs Old Girls (2 - 20 min Halves)	21	2	\$ 34.00	\$ 68.00	\$ 1,428.00
F	FLAG FOOTBALL - Referee					
1	Under 6 Yrs Old Co-Ed (2 - 16 min Halves)	65	1	\$ 40.00	\$ 40.00	\$ 2,600.00
2	Under 9 Yrs Old Co-Ed (2 - 16 min Halves)	65	2	\$ 40.00	\$ 80.00	\$ 5,200.00
3	Under 12 Yrs Old Co-Ed (2 - 20 min Halves)	65	2	\$ 44.00	\$ 88.00	\$ 6,720.00

4	Under 15 Yrs Old Co-Ed (2 - 20 min Halves)	65	2	\$	44.00	\$	88.00	\$	5,720.00
Scorekeepers									
A	BASEBALL (2 Seasons)								
1	Under 8 Yrs Old (1 hr & 15 min Games)	77	1	\$	15.63	\$	15.63	\$	1,203.51
2	Under 10 Yrs Old (1 hr & 15 min Games)	35	1	\$	15.63	\$	15.63	\$	547.05
3	Under 12 Yrs Old (1 hr & 15 min Games)	35	1	\$	15.63	\$	15.63	\$	547.05
4	Under 16 Yrs Old (1 hr & 30 min Games)	21	1	\$	18.75	\$	18.75	\$	393.75
B	SOFTBALL (2 Seasons)								
1	Under 8 Yrs Old (1 hr & 15 min Games)	29	1	\$	15.63	\$	15.63	\$	453.27
2	Under 10 Yrs Old (1 hr & 15 min Games)	29	1	\$	15.63	\$	15.63	\$	453.27
3	Under 12 Yrs Old (1 hr & 15 min Games)	29	1	\$	15.63	\$	15.63	\$	453.27
4	Under 14 Yrs Old (1 hr & 15 min Games)	29	1	\$	15.63	\$	15.63	\$	453.27
5	Under 16 Yrs Old (1 hr & 15 min Games)	21	1	\$	15.63	\$	15.63	\$	328.23
C	BASKETBALL								
1	Under 8 Yrs Old Co-Ed (4 - 8 min Quarters)	65	1	\$	12.50	\$	12.50	\$	812.50
2	Under 10 Yrs Old Boys (4 - 8 min Quarters)	65	1	\$	12.50	\$	12.50	\$	812.50
3	Under 10 Yrs Old Girls (4 - 8 min Quarters)	21	1	\$	12.50	\$	12.50	\$	262.50
4	Under 13 Yrs Old Boys (4 - 9 min Quarters)	65	1	\$	13.00	\$	13.00	\$	845.00
5	Under 13 Yrs Old Girls (4 - 9 min Quarters)	21	1	\$	13.00	\$	13.00	\$	273.00
6	Under 16 Yrs Old Boys (4 - 9 min Quarters)	32	1	\$	13.00	\$	13.00	\$	416.00
7	Under 16 Yrs Old Girls (4 - 9 min Quarters)	21	1	\$	13.00	\$	13.00	\$	273.00
D	VOLLEYBALL								
1	Under 9 Yrs Old (2 out of 3 Games)	21	1	\$	12.50	\$	12.50	\$	262.50
2	Under 12 Yrs Old (2 out of 3 Games)	21	1	\$	12.50	\$	12.50	\$	262.50
3	Under 14 Yrs Old (2 out of 3 Games)	21	1	\$	12.50	\$	12.50	\$	262.50
4	Under 16 Yrs Old (2 out of 3 Games)	21	1	\$	12.50	\$	12.50	\$	262.50
Adult Sports									
A	SOFTBALL - Women's (2 Seasons)								
1	Umpire (1 hr & 15 min Games)	26	1	\$	40.00	\$	40.00	\$	1,040.00
2	Scorekeeper (1 hr & 15 min Games)	26	1	\$	15.63	\$	15.63	\$	406.38
B	SOFTBALL - Men's (2 Seasons)								
1	Umpire (1 hr & 15 min Games)	97	1	\$	40.00	\$	40.00	\$	3,880.00
2	Scorekeeper (1 hr & 15 min Games)	97	1	\$	15.63	\$	15.63	\$	1,516.11
C	SOFTBALL - Co-Ed (2 Seasons)								
1	Umpire (1 hr & 15 min Games)	74	1	\$	40.00	\$	40.00	\$	2,960.00
2	Scorekeeper (1 hr & 15 min Games)	74	1	\$	15.63	\$	15.63	\$	1,156.62
D	SOCCER - Co-Ed (2 Seasons)								
1	Referee (2 - 25 min Halves)	48	2	\$	40.00	\$	80.00	\$	3,840.00
E	SOCCER - Women's (2 Seasons)								
1	Referee (2 - 25 min Halves)	27	2	\$	40.00	\$	80.00	\$	2,160.00
F	KICKBALL - Co-Ed (2 Seasons)								
1	Referee (1 hr & 15 min Games)	76	1	\$	40.00	\$	40.00	\$	3,040.00
					TOTAL BID AMOUNT (Price Per Game):	\$	2,528.18		
						TOTAL BID AMOUNT:	\$	99,691.28	
AWARD: THIS BID WILL BE AWARDED TO THE LOWEST, RESPONSIVE, RESPONSIBLE BIDDER									

SECTION 3 – SCOPE OF SERVICES

PROJECT DESCRIPTION

The City of Port Orange, Florida is requesting proposals from qualified firms to provide Officials, Umpires, and Referees for all league/tournaments sponsored by the City of Port Orange. The awarded firm shall furnish all services in accordance with, but not limited to, the guidelines in the Scope of Services.

SCOPE OF SERVICES

1. OBJECTIVE OF THE REQUEST FOR PROPOSALS

The City of Port Orange, Florida is requesting proposals from qualified firms to provide Officials, Umpires, and Referees for all league play/tournaments sponsored or conducted by the City of Port Orange, and perform payroll services for Scorekeepers. The City is also requesting proposals for payroll services for all scorekeepers for all leagues and tournaments sponsored or conducted by the Parks & Recreation Department. The awarded firm shall furnish all services in accordance with, but not limited to, the guidelines in the Scope of Services.

II. SCOPE OF SERVICES

A. General

It is the intent of the City of Port Orange to award a contract to the vendor with the successful bid. The contracted vendor shall provide Level one (1) background checked (in accordance with Section 435.03 of the Florida Statutes) and trained officials, umpires, and referees for all scheduled regular season games and tournaments. The contracted vendor shall train and evaluate all officials, umpires, and referees for various sports leagues. It is mandatory that all officials, umpires, and referees maintain a professional demeanor and appearance, including the proper uniform and equipment, as well as physical condition required by governing official's associations. Each official, umpire, and referee shall provide his/her own transportation and uniform at no expense to the City of Port Orange. The contracted vendor shall also process payroll and provide payment for all scorekeepers as identified by the parks and recreation department, it will be the city's responsibility to select, train, schedule and background screen all scorekeepers.

B. Scope of Services and Requirements

The contracted vendor shall provide the City of Port Orange with trained and qualified officials, umpires, and referees for all regular scheduled season games. Also including but not limited to adult softball, youth basketball, youth baseball, and internal sports programming.

The City of Port Orange reserves the right to review all Level one (1) background checks upon request. In addition, the City of Port Orange and their League Coordinators reserve the right to reject any and all officials, umpires, and referees' despite being provided by the contracted vendor's governing body.

- a) Any official, umpire or referee deemed unqualified by the City of Port Orange will be notified by the Contracted Vendor within Forty-Eight (48) hours of evaluation. League

Coordinator retains the rights to refuse all officials, umpires, or referees for any reason at any time.

Officials, umpires, and referees are contractors of the City of Port Orange. As such, they shall be authorized and required to enforce all pertinent rules and bylaws established for various sports leagues, with no deviation. Officials Association Rules which may pertain are:

Babe Ruth League
National Collegiate Athletic Association (NCAA)
National Federation of State High School Association (NFHS)
United States Specialty Sports Association (USSSA)
Florida Youth Basketball Association (FYBA)
National Softball Association (NSA)

Local bylaws may be written by the Parks and Recreation Department which may supplement and in some cases modify the rules. The League Coordinator or any field representative, reserves the authority to modify the rules for the good of the programs. Such modifications shall be in writing.

The contracted vendor shall meet with the League Coordinator at least two (2) weeks prior to the start of each scheduled season to discuss rules, financial, and personnel changes regarding the programs.

The contracted vendor is required to allow the City of Port Orange access to view the scheduling software they utilize.

The contracted vendor shall require that officials, umpires, and referees arrive at their assigned game sites a mandatory fifteen (15) minutes prior to the scheduled game, at which time the officials, umpires, and referees will report for game supplies and information regarding schedule changes.

Game cancellations by the city may result in payment of officials, umpires, referees, and scorekeepers if games are cancelled within sixty minutes of official game start time.

Officials, Umpires, and Referees shall be responsible for the following:

- a.) Begin each contest at the scheduled game time.
- b.) Interpret and convey the playing rules and regulations as governed by the Recreation Division and governing associations.
- c.) Forfeit any game due to excessive unsportsmanlike conduct, including but not limited to the use of profanity, fighting, and/or any incidents related to the use of drugs or alcohol.
- d.) If any coach, player, or spectator is ejected from a game, or there are protests or any other problems, all pertinent information shall be annotated on the game sheet/card. Ejections must include the name of the individual ejected. Protests may be made by any team representative at any time during the game. The official, umpire or referee shall notify the contracted vendor in writing, the following day of any ejections, protests, and/or unusual circumstances. If the following day is a weekend or holiday, notification will be made on the first normal workday following the weekend or holiday. Additionally, the contracted vendor shall notify the League Coordinator within twenty-four (24) hours of said incident. Such notification shall include a written report from the actual game; with a detailed description of all of the circumstances surrounding the incident which gave rise to the protest or ejection. Regarding protests, only the League Coordinator can make the final determination of whether

the protest is valid based on the governing rules. The Parks and Recreation Department shall make the final determination on protest; no further appeals can be made to a final decision.

C. Estimated Games, Contests, and Tournaments

(Below, the U stands for under; for example, 10U implies 10 and under.)

Youth Sports Officials

Baseball

8U	77 X 1 official (One hour and 15 minute games)
10U	35 X 2 Umpires (One hour and 15 minute games)
12U	35 X 2 Umpires (One hour and 15 minute games)
16U	21 X 2 Umpires (One hour and 30 minute games)

Softball

8U	29 X 1 Umpire (One hour and 15 minute games)
10U	29 X 2 Umpires (One hour and 15 minute games)
12U	29 X 2 Umpires (One hour and 15 minute games)
14U	29 X 2 Umpires (One hour and 15 minute games)
16U	21 X 2 Umpires (One hour and 15 minute games)

Volleyball

9U	21 X 1 Umpire (2 out of 3 games)
12U	21 X 1 Umpire (2 out of 3 games)
14U	21 X 1 Umpire (2 out of 3 games)
16U	21 X 1 Umpire (2 out of 3 games)

Basketball

8U co-ed	65 X 2 Referees (4 – 8 minute quarters)
10U boys	65 X 2 Referees (4 – 8 minute quarters)
10U girls	21 X 2 Referees (4 - 8 minute quarters)
13U Boys	65 X 2 Referees (4 - 9 minute quarters)
13U girls	21 X 2 Referees (4 - 9 minute quarters)
16U boys	32 X 2 Referees (4 – 9 minute quarters)
16U girls	21 X 2 Referees (4 – 9 minute quarters)

Soccer

U8 co-ed	65 X 2 referees (4 – 8 minute quarters)
U10 co-ed	65 X 2 referees (4 – 8 minute quarters)
U13 boys	21 X 2 referees (2 – 20 minute halves)
U13 girls	21 X 2 referees (2 – 20 minute halves)
U16 boys	21 X 2 referees (2 – 20 minute halves)
U16 girls	21 X 2 referees (2 – 20 minute halves)

Flag Football

6U co-ed	65 X 1 referees (2 – 16 minute halves)
9U co-ed	65 X 2 referees (2 – 16 minute halves)
12U co-ed	65 X 2 referees (2- 20 minute halves)
15U co-ed	65 X 2 referees (2 – 20 minute halves)

Scorekeepers

Baseball (2 seasons)

8U	77 X 1 scorekeeper (One hour and 15 minute games)
10U	35 X 1 scorekeeper (One hour and 15 minute games)
12U	35 X 1 scorekeeper (One hour and 15 minute games)
16U	21 X 1 scorekeeper (One hour and 30 minute games)

Softball (2 seasons)

8U	29 X 1 scorekeeper (One hour and 15 minute games)
10U	29 X 1 scorekeeper (One hour and 15 minute games)
12U	29 X 1 scorekeeper (One hour and 15 minute games)
14U	29 X 1 scorekeeper (One hour and 15 minute games)
16U	21 X 1 scorekeeper (One hour and 15 minute games)

Basketball Scorekeepers

8U co-ed	65 X 1 scorekeeper(4 – 8 minute quarters)
10U boys	65 X 1 scorekeeper (4 – 8 minute quarters)
10U girls	21 X 1 scorekeeper (4 - 8 minute quarters)
13U Boys	65 X 1 scorekeeper (4 - 9 minute quarters)
13U girls	21 X 1 scorekeeper (4 - 9 minute quarters)
16U boys	32 X 1 scorekeeper (4 – 9 minute quarters)
16U girls	21 X 1 scorekeeper (4 – 9 minute quarters)

Volleyball

9U	21 X 1 Scorekeeper (2 out of 3 games)
12U	21 X 1 Scorekeeper (2 out of 3 games)
14U	21 X 1 Scorekeeper (2 out of 3 games)
16U	21 X 1 Scorekeeper (2 out of 3 games)

Adult Sports

Women Softball (2 seasons)

26 X 1 umpire (One hour and 15 minute games)
26 X 1 Scorekeeper (One hour and 15 minute games)

Men's softball (2 seasons)

97 X 1 umpire (One hour and 15 minute games)
97 X 1 scorekeeper (One hour and 15 minute games)

Co-ed softball (2 seasons)

74 X 1 umpire (One hour and 15 minute games)
74 X 1 scorekeeper (One hour and 15 minute games)

Co-ed Soccer (2 seasons)

48 X 2 referee (2 – 25 minute halves)

Women Soccer (2 seasons)

27 X 2 referee (2 - 25 minute halves)

Co-ed Kickball (2 seasons)

76 X 1 referee (One hour and 15 minute games)

Please note: Games, Tournaments, and sports may be added and or subtracted during the contract year. Sufficient notice (at least one hour prior to game time) will be given for any changes to officials, umpires, or referees.

[Remainder of this page left intentionally blank]



NOTICE OF INTENT TO AWARD

**ITB #21-14 Officials, Umpires, Referees, and
Scorekeepers for Recreation Sports Programs
February 24, 2021**

On February 19, 2021, Purchasing received one (1) bid for ITB #21-14 Officials, Umpires, Referees, and Scorekeepers for Recreation Sports Programs.

After review of the bids submitted, City Staff has made its recommendation to award to the lowest bidder, Sunshine State Officials Association, Inc. of South Daytona, FL, for the rates established herein (see attached) and not to exceed the appropriated budgeted amount.

Recommendation to award will be presented for City Council approval on March 16, 2021.

**Michael Hall
Purchasing Agent**

 OPENING DATE/TIME: February 19, 2021 @ 2:30PM Bid Tabulation ITB 21-14 Officials, Umpires, Referees, and Scorekeepers for Recreation Sports Programs						
Sunshine State Officials Association, Inc.						
South Daytona, FL						
ITEM #	DESCRIPTION	QTY (Games)	Number of Officials	PRICE PER OFFICIAL	TOTAL PRICE PER GAME	TOTAL COST PER LEAGUE
Youth Sports Officials						
A BASEBALL - Umpire						
1	Under 8 Yrs Old (1 hr & 15 min Games)	77	1	\$ 35.00	\$ 35.00	\$ 2,695.00
2	Under 10 Yrs Old (1 hr & 15 min Games)	35	2	\$ 35.00	\$ 70.00	\$ 2,450.00
3	Under 12 Yrs Old (1 hr & 15 min Games)	35	2	\$ 37.00	\$ 74.00	\$ 2,590.00
4	Under 16 Yrs Old (1 hr & 30 min Games)	21	2	\$ 40.00	\$ 80.00	\$ 1,680.00
B SOFTBALL - Umpire						
1	Under 8 Yrs Old (1 hr & 15 min Games)	29	1	\$ 35.00	\$ 35.00	\$ 1,015.00
2	Under 10 Yrs Old (1 hr & 15 min Games)	29	2	\$ 35.00	\$ 70.00	\$ 2,030.00
3	Under 12 Yrs Old (1 hr & 15 min Games)	29	2	\$ 37.00	\$ 74.00	\$ 2,146.00
4	Under 14 Yrs Old (1 hr & 15 min Games)	29	2	\$ 40.00	\$ 80.00	\$ 2,320.00
5	Under 16 Yrs Old (1 hr & 15 min Games)	21	2	\$ 40.00	\$ 80.00	\$ 1,680.00
C VOLLEYBALL - Umpire						
1	Under 9 Yrs Old (2 out of 3 Games)	21	1	\$ 35.00	\$ 35.00	\$ 735.00
2	Under 12 Yrs Old (2 out of 3 Games)	21	1	\$ 35.00	\$ 35.00	\$ 735.00
3	Under 14 Yrs Old (2 out of 3 Games)	21	1	\$ 35.00	\$ 35.00	\$ 735.00
4	Under 16 Yrs Old (2 out of 3 Games)	21	1	\$ 35.00	\$ 35.00	\$ 735.00
D BASKETBALL - Referee						
1	Under 8 Yrs Old Co-Ed (4 - 8 min Quarters)	65	2	\$ 30.00	\$ 60.00	\$ 3,900.00
2	Under 10 Yrs Old Boys (4 - 8 min Quarters)	65	2	\$ 30.00	\$ 60.00	\$ 3,900.00
3	Under 10 Yrs Old Girls (4 - 8 min Quarters)	21	2	\$ 30.00	\$ 60.00	\$ 1,260.00
4	Under 13 Yrs Old Boys (4 - 9 min Quarters)	65	2	\$ 34.00	\$ 68.00	\$ 4,420.00
5	Under 13 Yrs Old Girls (4 - 9 min Quarters)	21	2	\$ 34.00	\$ 68.00	\$ 1,428.00
6	Under 16 Yrs Old Boys (4 - 9 min Quarters)	32	2	\$ 34.00	\$ 68.00	\$ 2,176.00
7	Under 16 Yrs Old Girls (4 - 9 min Quarters)	21	2	\$ 34.00	\$ 68.00	\$ 1,428.00
E SOCCER - Referee						
1	Under 8 Yrs Old Co-Ed (4 - 8 min Quarters)	65	2	\$ 30.00	\$ 60.00	\$ 3,900.00
2	Under 10 Yrs Old Co-Ed (4 - 8 min Quarters)	65	2	\$ 30.00	\$ 60.00	\$ 3,900.00
3	Under 13 Yrs Old Boys (2 - 20 min Halves)	21	2	\$ 34.00	\$ 68.00	\$ 1,428.00
4	Under 13 Yrs Old Girls (2 - 20 min Halves)	21	2	\$ 34.00	\$ 68.00	\$ 1,428.00
5	Under 16 Yrs Old Boys (2 - 20 min Halves)	21	2	\$ 34.00	\$ 68.00	\$ 1,428.00
6	Under 16 Yrs Old Girls (2 - 20 min Halves)	21	2	\$ 34.00	\$ 68.00	\$ 1,428.00
F FLAG FOOTBALL - Referee						
1	Under 6 Yrs Old Co-Ed (2 - 16 min Halves)	65	1	\$ 40.00	\$ 40.00	\$ 2,600.00
2	Under 9 Yrs Old Co-Ed (2 - 16 min Halves)	65	2	\$ 40.00	\$ 80.00	\$ 5,200.00
3	Under 12 Yrs Old Co-Ed (2 - 20 min Halves)	65	2	\$ 44.00	\$ 88.00	\$ 5,720.00
4	Under 15 Yrs Old Co-Ed (2 - 20 min Halves)	65	2	\$ 44.00	\$ 88.00	\$ 5,720.00
Scorekeepers						
A BASEBALL (2 Seasons)						
1	Under 8 Yrs Old (1 hr & 15 min Games)	77	1	\$ 15.63	\$ 15.63	\$ 1,203.51
2	Under 10 Yrs Old (1 hr & 15 min Games)	35	1	\$ 15.63	\$ 15.63	\$ 547.05
3	Under 12 Yrs Old (1 hr & 15 min Games)	35	1	\$ 15.63	\$ 15.63	\$ 547.05
4	Under 16 Yrs Old (1 hr & 30 min Games)	21	1	\$ 18.75	\$ 18.75	\$ 393.75
B SOFTBALL (2 Seasons)						
1	Under 8 Yrs Old (1 hr & 15 min Games)	29	1	\$ 15.63	\$ 15.63	\$ 453.27
2	Under 10 Yrs Old (1 hr & 15 min Games)	29	1	\$ 15.63	\$ 15.63	\$ 453.27
3	Under 12 Yrs Old (1 hr & 15 min Games)	29	1	\$ 15.63	\$ 15.63	\$ 453.27
4	Under 14 Yrs Old (1 hr & 15 min Games)	29	1	\$ 15.63	\$ 15.63	\$ 453.27
5	Under 16 Yrs Old (1 hr & 15 min Games)	21	1	\$ 15.63	\$ 15.63	\$ 328.23
C BASKETBALL						
1	Under 8 Yrs Old Co-Ed (4 - 8 min Quarters)	65	1	\$ 12.50	\$ 12.50	\$ 812.50
2	Under 10 Yrs Old Boys (4 - 8 min Quarters)	65	1	\$ 12.50	\$ 12.50	\$ 812.50
3	Under 10 Yrs Old Girls (4 - 8 min Quarters)	21	1	\$ 12.50	\$ 12.50	\$ 262.50
4	Under 13 Yrs Old Boys (4 - 9 min Quarters)	65	1	\$ 13.00	\$ 13.00	\$ 845.00
5	Under 13 Yrs Old Girls (4 - 9 min Quarters)	21	1	\$ 13.00	\$ 13.00	\$ 273.00
6	Under 16 Yrs Old Boys (4 - 9 min Quarters)	32	1	\$ 13.00	\$ 13.00	\$ 416.00
7	Under 16 Yrs Old Girls (4 - 9 min Quarters)	21	1	\$ 13.00	\$ 13.00	\$ 273.00
D VOLLEYBALL						
1	Under 9 Yrs Old (2 out of 3 Games)	21	1	\$ 12.50	\$ 12.50	\$ 262.50
2	Under 12 Yrs Old (2 out of 3 Games)	21	1	\$ 12.50	\$ 12.50	\$ 262.50
3	Under 14 Yrs Old (2 out of 3 Games)	21	1	\$ 12.50	\$ 12.50	\$ 262.50
4	Under 16 Yrs Old (2 out of 3 Games)	21	1	\$ 12.50	\$ 12.50	\$ 262.50
Adult Sports						
A SOFTBALL - Women's (2 Seasons)						
1	Umpire (1 hr & 15 min Games)	26	1	\$ 40.00	\$ 40.00	\$ 1,040.00
2	Scorekeeper (1 hr & 15 min Games)	26	1	\$ 15.63	\$ 15.63	\$ 406.38
B SOFTBALL - Men's (2 Seasons)						
1	Umpire (1 hr & 15 min Games)	97	1	\$ 40.00	\$ 40.00	\$ 3,880.00
2	Scorekeeper (1 hr & 15 min Games)	97	1	\$ 15.63	\$ 15.63	\$ 1,516.11
C SOFTBALL - Co-Ed (2 Seasons)						
1	Umpire (1 hr & 15 min Games)	74	1	\$ 40.00	\$ 40.00	\$ 2,960.00
2	Scorekeeper (1 hr & 15 min Games)	74	1	\$ 15.63	\$ 15.63	\$ 1,156.62
D SOCCER - Co-Ed (2 Seasons)						
1	Referee (2 - 25 min Halves)	48	2	\$ 40.00	\$ 80.00	\$ 3,840.00
E SOCCER - Women's (2 Seasons)						
1	Referee (2 - 25 min Halves)	27	2	\$ 40.00	\$ 80.00	\$ 2,160.00
F KICKBALL - Co-Ed (2 Seasons)						
1	Referee (1 hr & 15 min Games)	76	1	\$ 40.00	\$ 40.00	\$ 3,040.00

 OPENING DATE/TIME: February 15, 2021 @ 2:30PM Bid Tabulation ITS 33-14 Officials, Umpires, Referee, and Scorekeepers for Recreational Sports Program						
Sunshine State Officials Association, Inc.						
South Daytona, FL						
ITEM #	DESCRIPTION	QTY (Games)	Number of Officials	PRICE PER OFFICIAL	TOTAL PRICE PER GAME	TOTAL COST PER LEAGUE
Youth Sports Officials						
A BASEBALL - Umpire						
1	Under 8 Yrs Old (1 hr & 15 min Games)	77	1	\$ 35.00	\$ 35.00	\$ 2,695.00
2	Under 10 Yrs Old (1 hr & 15 min Games)	35	2	\$ 35.00	\$ 70.00	\$ 2,450.00
3	Under 12 Yrs Old (1 hr & 15 min Games)	35	2	\$ 37.00	\$ 74.00	\$ 2,590.00
4	Under 16 Yrs Old (1 hr & 30 min Games)	21	2	\$ 40.00	\$ 80.00	\$ 1,680.00
B SOFTBALL - Umpire						
1	Under 8 Yrs Old (1 hr & 15 min Games)	29	1	\$ 35.00	\$ 35.00	\$ 1,015.00
2	Under 10 Yrs Old (1 hr & 15 min Games)	29	2	\$ 35.00	\$ 70.00	\$ 2,030.00
3	Under 12 Yrs Old (1 hr & 15 min Games)	29	2	\$ 37.00	\$ 74.00	\$ 2,146.00
4	Under 14 Yrs Old (1 hr & 15 min Games)	29	2	\$ 40.00	\$ 80.00	\$ 2,320.00
5	Under 16 Yrs Old (1 hr & 15 min Games)	21	2	\$ 40.00	\$ 80.00	\$ 1,680.00
C VOLLEYBALL - Umpire						
1	Under 8 Yrs Old (2 out of 3 Games)	21	1	\$ 35.00	\$ 35.00	\$ 735.00
2	Under 12 Yrs Old (2 out of 3 Games)	21	1	\$ 35.00	\$ 35.00	\$ 735.00
3	Under 14 Yrs Old (2 out of 3 Games)	21	1	\$ 35.00	\$ 35.00	\$ 735.00
4	Under 16 Yrs Old (2 out of 3 Games)	21	1	\$ 35.00	\$ 35.00	\$ 735.00
D BASKETBALL - Referee						
1	Under 8 Yrs Old Co-Ed (4 - 8 min Quarters)	65	2	\$ 30.00	\$ 60.00	\$ 3,900.00
2	Under 10 Yrs Old Boys (4 - 8 min Quarters)	65	2	\$ 30.00	\$ 60.00	\$ 3,900.00
3	Under 10 Yrs Old Girls (4 - 8 min Quarters)	21	2	\$ 30.00	\$ 60.00	\$ 1,260.00
4	Under 13 Yrs Old Boys (4 - 9 min Quarters)	65	2	\$ 34.00	\$ 68.00	\$ 4,420.00
5	Under 13 Yrs Old Girls (4 - 9 min Quarters)	21	2	\$ 34.00	\$ 68.00	\$ 1,428.00
6	Under 16 Yrs Old Boys (4 - 9 min Quarters)	32	2	\$ 34.00	\$ 68.00	\$ 2,176.00
7	Under 16 Yrs Old Girls (4 - 9 min Quarters)	21	2	\$ 34.00	\$ 68.00	\$ 1,428.00
E SOCCER - Referee						
1	Under 8 Yrs Old Co-Ed (4 - 8 min Quarters)	65	2	\$ 30.00	\$ 60.00	\$ 3,900.00
2	Under 10 Yrs Old Co-Ed (4 - 8 min Quarters)	65	2	\$ 30.00	\$ 60.00	\$ 3,900.00
3	Under 13 Yrs Old Boys (2 - 20 min Halves)	21	2	\$ 34.00	\$ 68.00	\$ 1,428.00
4	Under 13 Yrs Old Girls (2 - 20 min Halves)	21	2	\$ 34.00	\$ 68.00	\$ 1,428.00
5	Under 16 Yrs Old Boys (2 - 20 min Halves)	21	2	\$ 34.00	\$ 68.00	\$ 1,428.00
6	Under 16 Yrs Old Girls (2 - 20 min Halves)	21	2	\$ 34.00	\$ 68.00	\$ 1,428.00
F FLAG FOOTBALL - Referee						
1	Under 8 Yrs Old Co-Ed (2 - 16 min Halves)	65	1	\$ 40.00	\$ 40.00	\$ 2,600.00
2	Under 9 Yrs Old Co-Ed (2 - 16 min Halves)	65	2	\$ 40.00	\$ 80.00	\$ 5,200.00
3	Under 12 Yrs Old Co-Ed (2 - 20 min Halves)	65	2	\$ 44.00	\$ 88.00	\$ 5,720.00
4	Under 15 Yrs Old Co-Ed (2 - 20 min Halves)	65	2	\$ 44.00	\$ 88.00	\$ 5,720.00
Scorekeepers						
A BASEBALL (2 Seasons)						
1	Under 8 Yrs Old (1 hr & 15 min Games)	77	1	\$ 15.63	\$ 15.63	\$ 1,203.51
2	Under 10 Yrs Old (1 hr & 15 min Games)	35	1	\$ 15.63	\$ 15.63	\$ 547.05
3	Under 12 Yrs Old (1 hr & 15 min Games)	35	1	\$ 15.63	\$ 15.63	\$ 547.05
4	Under 16 Yrs Old (1 hr & 30 min Games)	21	1	\$ 18.75	\$ 18.75	\$ 393.75
B SOFTBALL (2 Seasons)						
1	Under 8 Yrs Old (1 hr & 15 min Games)	29	1	\$ 15.63	\$ 15.63	\$ 453.27
2	Under 10 Yrs Old (1 hr & 15 min Games)	29	1	\$ 15.63	\$ 15.63	\$ 453.27
3	Under 12 Yrs Old (1 hr & 15 min Games)	29	1	\$ 15.63	\$ 15.63	\$ 453.27
4	Under 14 Yrs Old (1 hr & 15 min Games)	29	1	\$ 15.63	\$ 15.63	\$ 453.27
5	Under 16 Yrs Old (1 hr & 15 min Games)	21	1	\$ 15.63	\$ 15.63	\$ 328.23
C BASKETBALL						
1	Under 8 Yrs Old Co-Ed (4 - 8 min Quarters)	65	1	\$ 12.50	\$ 12.50	\$ 812.50
2	Under 10 Yrs Old Boys (4 - 8 min Quarters)	65	1	\$ 12.50	\$ 12.50	\$ 812.50
3	Under 10 Yrs Old Girls (4 - 8 min Quarters)	21	1	\$ 12.50	\$ 12.50	\$ 262.50
4	Under 13 Yrs Old Boys (4 - 9 min Quarters)	65	1	\$ 13.00	\$ 13.00	\$ 845.00
5	Under 13 Yrs Old Girls (4 - 9 min Quarters)	21	1	\$ 13.00	\$ 13.00	\$ 273.00
6	Under 16 Yrs Old Boys (4 - 9 min Quarters)	32	1	\$ 13.00	\$ 13.00	\$ 416.00
7	Under 16 Yrs Old Girls (4 - 9 min Quarters)	21	1	\$ 13.00	\$ 13.00	\$ 273.00
D VOLLEYBALL						
1	Under 8 Yrs Old (2 out of 3 Games)	21	1	\$ 12.50	\$ 12.50	\$ 262.50
2	Under 12 Yrs Old (2 out of 3 Games)	21	1	\$ 12.50	\$ 12.50	\$ 262.50
3	Under 14 Yrs Old (2 out of 3 Games)	21	1	\$ 12.50	\$ 12.50	\$ 262.50
4	Under 16 Yrs Old (2 out of 3 Games)	21	1	\$ 12.50	\$ 12.50	\$ 262.50
Adult Sports						
A SOFTBALL - Women's (2 Seasons)						
1	Umpire (1 hr & 15 min Games)	26	1	\$ 40.00	\$ 40.00	\$ 1,040.00
2	Scorekeeper (1 hr & 15 min Games)	26	1	\$ 15.63	\$ 15.63	\$ 406.38
B SOFTBALL - Men's (2 Seasons)						
1	Umpire (1 hr & 15 min Games)	97	1	\$ 40.00	\$ 40.00	\$ 3,880.00
2	Scorekeeper (1 hr & 15 min Games)	97	1	\$ 15.63	\$ 15.63	\$ 1,516.11
C SOFTBALL - Co-Ed (2 Seasons)						
1	Umpire (1 hr & 15 min Games)	74	1	\$ 40.00	\$ 40.00	\$ 2,960.00
2	Scorekeeper (1 hr & 15 min Games)	74	1	\$ 15.63	\$ 15.63	\$ 1,156.62
D SOCCER - Co-Ed (2 Seasons)						
1	Referee (2 - 25 min Halves)	48	2	\$ 40.00	\$ 80.00	\$ 3,840.00
E SOCCER - Women's (2 Seasons)						
1	Referee (2 - 25 min Halves)	27	2	\$ 40.00	\$ 80.00	\$ 2,160.00
F KICKBALL - Co-Ed (2 Seasons)						
1	Referee (1 hr & 15 min Games)	76	1	\$ 40.00	\$ 40.00	\$ 3,040.00
				TOTAL BID AMOUNT (Price Per Game)	\$ 2,628.18	
					TOTAL BID AMOUNT:	\$ 99,691.28

Proposal for Sports Officials, Umpires and Score Keepers

Sunshine State Officials Association, Inc.

Shawn Wolgemuth, President

2944 Windle Lane

South Daytona, FL 32119

386-566-9171 ssoashawn@aol.com

February 15, 2021

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Transmittal Letter

February 15, 2021

To Whom It May Concern:

Sunshine State Officials Association, Inc. (SSOA) is submitting a proposal to supply the City of Port Orange Recreation Department with qualified officials and score keepers for all internal sports programming for the time period of March 16, 2021 through March 16, 2023. SSOA is committed to performing the work during this time period and to meet the requirements as set forth by the City of Port Orange.

SSOA believes that it is the best company to provide these services based on the fact that we have provided quality services to the City of Port Orange for the last 10 years with ZERO missed

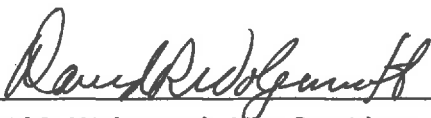
services to several other local city recreation organizations.

This is a firm and irrevocable offer for the above specified time period.

SSOA is a Florida Corporation established in 2009 and is located at 2944 Windle Lane in South Daytona. Shawn Wolgemuth is the President of SSOA and has been involved in local recreational sports for more than 40 years at all levels as a player, coach and official. His officiating experience ranges from recreational level to the professional level. David Wolgemuth is the Vice President of SSOA and has been involved with local recreational sports for more than 50 years as a player, coach and official. His officiating experience ranges from recreational level to the collegiate level.



Shawn R. Wolgemuth, President
Sunshine State Officials Association, Inc.



David R. Wolgemuth, Vice President
Sunshine State Officials Association, Inc.

General Requirements

Independence

Sunshine State Officiates Association, Inc. has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner with the performance of the services proposed. No contractor will be employed that has such an interest. To the best of our knowledge, there is no officer or employee of the City of Port Orange that has a financial interest in this agreement. It is also agreed that all employees or subcontractors performing services under this agreement are considered at all times to be independent contractors and not agents of the City of Port Orange.

Conflict of Interest

Sunshine State Officiates Association, Inc. supplies officials to several local recreation departments for multiple sports. The officials are certified by various organizations including but not limited, to AAU, USSSA, NSA, ISA ASA, FHSAA, NFHS, NAIA and NCAA. SSOA performs ongoing evaluations, training, clinics and certifications of all officials.

References

1. City of Ormond Beach

Contact: Gerry Pitchford, Athletic Supervisor

Gerry.Pitchford@ormondbeach.org

386-676-3280

2. City of Deland

Contact: Chad Rhodes, Recreation Manager

rhodesc@deland.org

386-626-7286

3. City of South Daytona

Contact: Les Gillis, City Manager

lgillis@southdaytona.org

386-322-3014



"ATTACHMENT 1" ITB 21-14 SCHEDULE OF UNIT PRICING

BID FORM

CITY OF PORT ORANGE

ITB 21-14 Officials, Umpires, Referees, and Scorekeepers for Recreation Sports Programs

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

Instruction to save Attachment from Demandstar website:

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

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

NAME OF BUSINESS: Sunshine State Officials Association, Inc.

CONTACT PERSON: Shawn Wolgemuth

EMAIL ADDRESS: ssoashawn@aol.com

AUTHORIZED SIGNATURE: *Shawn Wolgemuth*

ITEM #	DESCRIPTION	QTY (Games)	Number of Officials	PRICE PER OFFICIAL	TOTAL PRICE PER GAME	TOTAL COST PER LEAGUE
Youth Sports Officials						
A	BASEBALL - Umpire					
1	Under 8 Yrs Old (1 hr & 15 min Games)	77	1	\$ 35.00	\$ 35.00	\$ 2,695.00
2	Under 10 Yrs Old (1 hr & 15 min Games)	35	2	\$ 35.00	\$ 70.00	\$ 2,450.00
3	Under 12 Yrs Old (1 hr & 15 min Games)	35	2	\$ 37.00	\$ 74.00	\$ 2,590.00
4	Under 16 Yrs Old (1 hr & 30 min Games)	21	2	\$ 40.00	\$ 80.00	\$ 1,680.00
B	SOFTBALL - Umpire					
1	Under 8 Yrs Old (1 hr & 15 min Games)	29	1	\$ 35.00	\$ 35.00	\$ 1,015.00
2	Under 10 Yrs Old (1 hr & 15 min Games)	29	2	\$ 35.00	\$ 70.00	\$ 2,030.00
3	Under 12 Yrs Old (1 hr & 15 min Games)	29	2	\$ 37.00	\$ 74.00	\$ 2,146.00
4	Under 14 Yrs Old (1 hr & 15 min Games)	29	2	\$ 40.00	\$ 80.00	\$ 2,320.00
5	Under 16 Yrs Old (1 hr & 15 min Games)	21	2	\$ 40.00	\$ 80.00	\$ 1,680.00
C	VOLLEYBALL - Umpire					
1	Under 9 Yrs Old (2 out of 3 Games)	21	1	\$ 35.00	\$ 35.00	\$ 735.00
2	Under 12 Yrs Old (2 out of 3 Games)	21	1	\$ 35.00	\$ 35.00	\$ 735.00
3	Under 14 Yrs Old (2 out of 3 Games)	21	1	\$ 35.00	\$ 35.00	\$ 735.00
4	Under 16 Yrs Old (2 out of 3 Games)	21	1	\$ 35.00	\$ 35.00	\$ 735.00
D	BASKETBALL - Referee					
1	Under 8 Yrs Old Co-Ed (4 - 8 min Quarters)	65	2	\$ 30.00	\$ 60.00	\$ 3,900.00
2	Under 10 Yrs Old Boys (4 - 8 min Quarters)	65	2	\$ 30.00	\$ 60.00	\$ 3,900.00
3	Under 10 Yrs Old Girls (4 - 8 min Quarters)	21	2	\$ 30.00	\$ 60.00	\$ 1,260.00
4	Under 13 Yrs Old Boys (4 - 9 min Quarters)	65	2	\$ 34.00	\$ 68.00	\$ 4,420.00
5	Under 13 Yrs Old Girls (4 - 9 min Quarters)	21	2	\$ 34.00	\$ 68.00	\$ 1,428.00
6	Under 16 Yrs Old Boys (4 - 9 min Quarters)	32	2	\$ 34.00	\$ 68.00	\$ 2,176.00
7	Under 16 Yrs Old Girls (4 - 9 min Quarters)	21	2	\$ 34.00	\$ 68.00	\$ 1,428.00
E	SOCCER - Referee					
1	Under 8 Yrs Old Co-Ed (4 - 8 min Quarters)	65	2	\$ 30.00	\$ 60.00	\$ 3,900.00
2	Under 10 Yrs Old Co-Ed (4 - 8 min Quarters)	65	2	\$ 30.00	\$ 60.00	\$ 3,900.00
3	Under 13 Yrs Old Boys (2 - 20 min Halves)	21	2	\$ 34.00	\$ 68.00	\$ 1,428.00
4	Under 13 Yrs Old Girls (2 - 20 min Halves)	21	2	\$ 34.00	\$ 68.00	\$ 1,428.00
5	Under 16 Yrs Old Boys (2 - 20 min Halves)	21	2	\$ 34.00	\$ 68.00	\$ 1,428.00
6	Under 16 Yrs Old Girls (2 - 20 min Halves)	21	2	\$ 34.00	\$ 68.00	\$ 1,428.00
F	FLAG FOOTBALL - Referee					
1	Under 6 Yrs Old Co-Ed (2 - 16 min Halves)	65	1	\$ 40.00	\$ 40.00	\$ 2,600.00
2	Under 9 Yrs Old Co-Ed (2 - 16 min Halves)	65	2	\$ 40.00	\$ 80.00	\$ 5,200.00
3	Under 12 Yrs Old Co-Ed (2 - 20 min Halves)	65	2	\$ 44.00	\$ 88.00	\$ 6,720.00

4	Under 15 Yrs Old Co-Ed (2 - 20 min Halves)	65	2	\$	44.00	\$	88.00	\$	5,720.00
Scorekeepers									
A	BASEBALL (2 Seasons)								
1	Under 8 Yrs Old (1 hr & 15 min Games)	77	1	\$	15.63	\$	15.63	\$	1,203.51
2	Under 10 Yrs Old (1 hr & 15 min Games)	35	1	\$	15.63	\$	15.63	\$	547.05
3	Under 12 Yrs Old (1 hr & 15 min Games)	35	1	\$	15.63	\$	15.63	\$	547.05
4	Under 16 Yrs Old (1 hr & 30 min Games)	21	1	\$	18.75	\$	18.75	\$	393.75
B	SOFTBALL (2 Seasons)								
1	Under 8 Yrs Old (1 hr & 15 min Games)	29	1	\$	15.63	\$	15.63	\$	453.27
2	Under 10 Yrs Old (1 hr & 15 min Games)	29	1	\$	15.63	\$	15.63	\$	453.27
3	Under 12 Yrs Old (1 hr & 15 min Games)	29	1	\$	15.63	\$	15.63	\$	453.27
4	Under 14 Yrs Old (1 hr & 15 min Games)	29	1	\$	15.63	\$	15.63	\$	453.27
5	Under 16 Yrs Old (1 hr & 15 min Games)	21	1	\$	15.63	\$	15.63	\$	328.23
C	BASKETBALL								
1	Under 8 Yrs Old Co-Ed (4 - 8 min Quarters)	65	1	\$	12.50	\$	12.50	\$	812.50
2	Under 10 Yrs Old Boys (4 - 8 min Quarters)	65	1	\$	12.50	\$	12.50	\$	812.50
3	Under 10 Yrs Old Girls (4 - 8 min Quarters)	21	1	\$	12.50	\$	12.50	\$	262.50
4	Under 13 Yrs Old Boys (4 - 9 min Quarters)	65	1	\$	13.00	\$	13.00	\$	845.00
5	Under 13 Yrs Old Girls (4 - 9 min Quarters)	21	1	\$	13.00	\$	13.00	\$	273.00
6	Under 16 Yrs Old Boys (4 - 9 min Quarters)	32	1	\$	13.00	\$	13.00	\$	416.00
7	Under 16 Yrs Old Girls (4 - 9 min Quarters)	21	1	\$	13.00	\$	13.00	\$	273.00
D	VOLLEYBALL								
1	Under 9 Yrs Old (2 out of 3 Games)	21	1	\$	12.50	\$	12.50	\$	262.50
2	Under 12 Yrs Old (2 out of 3 Games)	21	1	\$	12.50	\$	12.50	\$	262.50
3	Under 14 Yrs Old (2 out of 3 Games)	21	1	\$	12.50	\$	12.50	\$	262.50
4	Under 16 Yrs Old (2 out of 3 Games)	21	1	\$	12.50	\$	12.50	\$	262.50
Adult Sports									
A	SOFTBALL - Women's (2 Seasons)								
1	Umpire (1 hr & 15 min Games)	26	1	\$	40.00	\$	40.00	\$	1,040.00
2	Scorekeeper (1 hr & 15 min Games)	26	1	\$	15.63	\$	15.63	\$	406.38
B	SOFTBALL - Men's (2 Seasons)								
1	Umpire (1 hr & 15 min Games)	97	1	\$	40.00	\$	40.00	\$	3,880.00
2	Scorekeeper (1 hr & 15 min Games)	97	1	\$	15.63	\$	15.63	\$	1,516.11
C	SOFTBALL - Co-Ed (2 Seasons)								
1	Umpire (1 hr & 15 min Games)	74	1	\$	40.00	\$	40.00	\$	2,960.00
2	Scorekeeper (1 hr & 15 min Games)	74	1	\$	15.63	\$	15.63	\$	1,156.62
D	SOCCER - Co-Ed (2 Seasons)								
1	Referee (2 - 25 min Halves)	48	2	\$	40.00	\$	80.00	\$	3,840.00
E	SOCCER - Women's (2 Seasons)								
1	Referee (2 - 25 min Halves)	27	2	\$	40.00	\$	80.00	\$	2,160.00
F	KICKBALL - Co-Ed (2 Seasons)								
1	Referee (1 hr & 15 min Games)	76	1	\$	40.00	\$	40.00	\$	3,040.00
					TOTAL BID AMOUNT (Price Per Game):	\$	2,528.18		
						TOTAL BID AMOUNT:	\$	99,691.28	
AWARD: THIS BID WILL BE AWARDED TO THE LOWEST, RESPONSIVE, RESPONSIBLE BIDDER									

Sadler Sports: Amateur Teams / Leagues Insurance Plan



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/08/2021

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 SADLER & COMPANY, INC. P.O. BOX 5866 COLUMBIA, SOUTH CAROLINA 29250-5866		CONTACT NAME: Sports Dept PHONE (A/C, No. Ext): 800-622-7370 FAX (A/C, No): 803-256-4017 E-MAIL ADDRESS: amateur@sadlersports.com PRODUCER CUSTOMER ID#:	
INSURED Sunshine State Officials Association, Inc. 2944 Windle Lane South Daytona, FL 32119 Application ID: 308739 A Member of the Sports, Leisure & Entertainment RPG		INSURER(S) AFFORDING COVERAGE INSURER A: NATIONWIDE MUTUAL INSURANCE COMPANY 23787 INSURER B: INSURER C: INSURER D:	

COVERAGES

CERTIFICATE NUMBER

REVISION NUMBER

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

INSD LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☐ _____ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC	X		6B RPG 72586	12:01:00 AM ET 01/11/2021	12:01AM ET 01/11/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO PREMISES RENTED TO YOU (Fire Legal Liability) \$1,000,000 MEDICAL EXPENSES (other than participants) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE (other than Products- completed Operations) \$5,000,000 PRODUCTS- COMP/ OP AGG \$1,000,000 LEGAL LIAB TO PARTICIPANTS \$1,000,000 PROFESSIONAL LIABILITY \$1,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS (not provided while in Hawaii) ☒ NON- OWNED AUTOS (not provided while in Hawaii)			6B RPG 72586	12:01:00 AM ET 01/11/2021	12:01AM ET 01/11/2022	COMBINED SINGLE LIMIT (Ea Accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS- MADE ☐ DEDUCTIBLE ☐ RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? Y / N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			☐ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	MEDICAL PAYMENTS TO PARTICIPANTS			6B RPG 72586	12:01:00 AM ET 01/11/2021	12:01AM ET 01/11/2022	EXCESS MEDICAL \$25,000 AD&D NONE DEDUCTIBLE \$100

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

RE: COVERED SPORTS Umpires/ Referees Assoc. for Class B Sports 20 & Over,

The certificate holder is added as an additional insured, but only with respect to the liability arising out of the operations of the insured above.

High Brain Injury Sports - For Deck/ Floor/ Field/ Street Hockey, Roller Hockey (quad), Cheerleading (age 19 & under); Lacrosse (age 19 & under); Tackle and contact football (age 19 & under); Soccer (age 19 & under); Water Hockey (age 19 & under); Wrestling (age 19 & under); and Umpire/ Referee Associations for the above High Risk Concussion Sports, Limited Coverage for "Brain Injury" endorsement applies- Brain Injury Limit: \$1,000,000 occurrence/ \$1,000,000 aggregate; Brain Injury Loss Adjustment Expense Limit: \$1,000,000 occurrence/ \$1,000,000 aggregate. "Brain Injury" means concussion, chronic traumatic encephalopathy, or any other injury to the brain and any symptoms, conditions, disorders and diseases, including death, resulting therefrom but only if such injury occurs as a result of specific events occurring during the policy period.

CERTIFICATE HOLDER

CANCELLATION

RELATIONSHIP: Property Owner/ Lessor 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
--	---

Coverage is only extended to U.S. events and activities

** NOTICE TO TEXAS INSURED: The insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas.

ACORD 25 (2014/01)

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[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation

SUNSHINE STATE OFFICIALS ASSOCIATION, INC.

Filing Information

Document Number P10000047678
FEI/EIN Number 27-2652139
Date Filed 05/28/2010
State FL
Status ACTIVE

Principal Address

2944 Windle Lane
 South Daytona, FL 32119

Changed: 04/16/2018

Mailing Address

2944 Windle Lane
 South Daytona, FL 32119

Changed: 04/16/2018

Registered Agent Name & Address

WOLGEMUTH, SHAWN
 2944 Windle Lane
 South Daytona, FL 32119

Address Changed: 04/16/2018

Officer/Director Detail

Name & Address

Title President

WOLGEMUTH, SHAWN
 2944 Windle Lane
 South Daytona, FL 32119

Annual Reports

Report Year	Filed Date
2019	03/18/2019
2020	02/12/2020

Document Images

02/01/2021 -- ANNUAL REPORT	View image in PDF format
02/12/2020 -- ANNUAL REPORT	View image in PDF format
03/18/2019 -- ANNUAL REPORT	View image in PDF format
04/16/2018 -- ANNUAL REPORT	View image in PDF format
02/06/2017 -- ANNUAL REPORT	View image in PDF format
04/29/2016 -- ANNUAL REPORT	View image in PDF format
05/01/2015 -- ANNUAL REPORT	View image in PDF format
02/05/2014 -- ANNUAL REPORT	View image in PDF format
01/28/2013 -- ANNUAL REPORT	View image in PDF format
01/17/2012 -- ANNUAL REPORT	View image in PDF format
04/05/2011 -- ANNUAL REPORT	View image in PDF format
05/28/2010 -- Domestic Profit	View image in PDF format

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

- ☒ Form 7.2 – Bidder'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 Bidder's Qualifications
- ☒ Form 7.8 – Professional References for Previous Experience
- ☒ Form 7.9 – 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: Sunshine State Officials Association, Inc.

Name of Business

S. R. W. W. W.

Authorized Signature

2/15/2021

Date

This document must be completed and returned with your Submittal

FORM 7.2 – BIDDER'S ACKNOWLEDGEMENT FORM

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

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

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

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

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

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

NO EXCEPTIONS ALLOWED AFTER THE BID IS SUBMITTED:

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

Sunshine State Officials Association, Inc.

NAME OF BUSINESS

Shawn R. Wolgemuth

AUTHORIZED SIGNATURE

Shawn R. Wolgemuth President

NAME, TITLE, TYPED

27-2652139

FEDERAL IDENTIFICATION #

2944 Windle Lane

MAILING ADDRESS

S. Daytona, FL 32119

CITY, STATE & ZIP CODE

(386) 566-9171

TELEPHONE NUMBER / FAX NUMBER

ssoashawn@aol.com

E-MAIL ADDRESS

STATE OF Florida COUNTY OF Volusia

The foregoing instrument was acknowledged before me this day of February 17, 2021 by Shawn Wolgemuth, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires:



Michelle Williams

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 Bidders, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation to Bid.

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

Addendum # 1 Date: Feb. 12, 2021 Addendum # _____ Date: _____

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

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

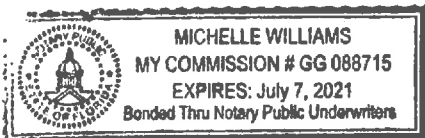
If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders requests shall be made in writing by the Contractor for review by the 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.

Sunshine State Officials Association, Inc.
Name of Business

By: Shawn R. Wolgemuth
Printed Name: Shawn R. Wolgemuth
Title: President

STATE OF Florida
COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 17th day of February, 2021, by Shawn Wolgemuth, as President of SSOA, a FL Corporation. He or she is ☒ personally known or produced as identification.



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

FORM 7.4 – DRUG-FREE PREFERENCE STATEMENT

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

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

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

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

Sunshine State Officials Association, Inc.
Name of Business

By: Shawn R. Wolgemuth
Printed Name: Shawn R. Wolgemuth
Title: President

STATE OF Florida
COUNTY OF Volusia

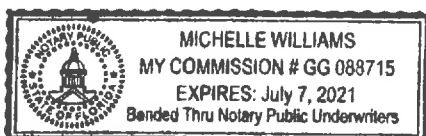
Sworn to (or affirmed) and subscribed before me this 17th day of February, 2021 by

Shawn R. Wolgemuth, as President of
(NAME) (TITLE)
Sunshine State Officials Association, Inc. and who:
(NAME OF ORGANIZATION)

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.



Michelle Williams
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

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

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

Before me, the undersigned Authority, personally appeared affiant Shawn R. Wolgemuth, who, being by me first duly sworn, made the following statement:

1. The business address of 2944 Windle Lane S. Daytona FL 32119 (name of Offeror or business) is Sunshine State Officials Association, Inc.
2. My relationship to Sunshine State Officials Association (name of Offeror or business) is President (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid 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 15, 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 15, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted bidder list. The name of the convicted person or affiliate is: _____ A copy of the order of the Division of Administrative Hearings is attached to this statement. (Draw a line through paragraph 7 if paragraph 6 above applies.)

Sunshine State Officials Association, Inc.
Name of Business

By: Shawn R. Wolgemuth
Printed Name: Shawn R. Wolgemuth
Title: President

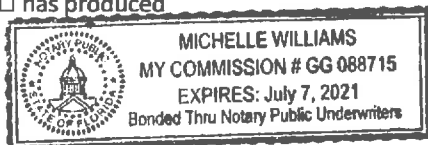
STATE OF Florida
COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 17th day of February, 2021, by Shawn R. Wolgemuth as President of Sunshine State Officials Association, Inc. and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.



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

FORM 7.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT BID FORM:

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

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

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

NAME OF FIRM: Sunshine State Officials Association, Inc.

SIGNED BY: Shawn R. Wolgemuth
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: Shawn R. Wolgemuth

TITLE: President

ADDRESS: 2944 Windle Lane South Daytona

CITY: FL STATE: FL ZIP CODE: 32119

TELEPHONE: (386) 566-9171
~~FAX:~~

COMPLETION TIME: _____

F.E.I.N. NUMBER: 27 - 2652139

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 BIDDER'S QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 7.7 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 Bidder.
- B. Permanent main office address.
- C. Date organized.
- D. If a corporation, where incorporated.
- E. How many years have you been engaged in the contracting business under your present firm or trade name?
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
- G. General character of work performed by your company.
- H. Have you ever failed to complete any work awarded to you? If so, where and why?
- I. Have you ever defaulted on a contract? If so, where and why?
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
- K. List your major equipment currently owned or leased.
- L. Experience in work similar to this type of project.
- M. Background and experience of the principal members of your organization, including the officers.
- N. Credit currently available: \$ _____
- 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 Bidder's Qualifications.

Sunshine State Officials Association, Inc.
Name of Business
By: Shawn R. Wolgemuth
Printed Name: Shawn R. Wolgemuth
Title: President

STATE OF Florida
COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization this 17th day of February, 2021, by Shawn R. Wolgemuth as President of Sunshine State Officials Association, Inc. and who:

[Notary: Please select one]

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



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

This document must be completed and returned with your Submittal

FORM 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The 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. 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 Deland
Contact Person: Chad Rhodes
City, State: Deland, Florida
Telephone Number: 386 626-7286
Email Address: rhodesc@deland.org
Description of goods or
Services provided: Sports Officials
Contract Amount: _____
Start/End Date of Contract: 2014 / current
2. Company Name: City of Ormond Beach
Contact Person: Gerry Pitchford
City, State: Ormond Beach, Florida
Telephone Number: 386 676-3280
Email Address: Gerry.Pitchford@ormondbeach.org
Description of goods or
Services provided: Sports Officials
Contract Amount: _____
Start/End Date of Contract: 2011 / current
3. Company Name: City of South Daytona
Contact Person: Les Gillis
City, State: S. Daytona, Florida
Telephone Number: 386 322-3014
Email Address: lgillis@southdaytona.org
Description of goods or
Services provided: Sports Officials
Contract Amount: _____
Start/End Date of Contract: 2009 / current

This document must be completed and returned with your Submittal.

LISTING OF PREVIOUS EXPERIENCE

Commercial Client List

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

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

	Contact Name	Phone	Current Client? Y or N	Number of years service provided	Description of service
1	Jennifer Sisk	386 506-5937	Y	10	Sports Officials/Scorekeepers
2	Gerry Pitchford	386 676-3280	Y	12	Sports Officials/Scorekeepers
3	Chad Rhodes	386 626-7286	Y	8	Sports Officials/Scorekeepers

This document must be completed and returned with your Submittal.

FORM 7.9 – 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): ITB 21-14BUSINESS NAME: SSOA CONTACT PERSON/TITLE: _____ MAILING ADDRESS: _____ CITY-STATE-ZIP: _____Length of Time at Address Provided: 3 yrs Shawn Wolgemuth/President 2944 Windle Lane
S. Daytona FL 32119Physical Presence of Business: ☒ Headquarters, ☐ Manufacturing Facility, or ☐ Locally Owned FranchiseAnd within Legal Boundaries: ☐ The City of Port Orange ☒ Volusia County ☐ The State ofFlorida FEIN (Federal Employer Identification Number): 27-2652139BUSINESS STRUCTURE: ☒ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship☐ Other (Specify): _____PHONE NUMBER: (386) 566-9171

FAX: _____

EMAIL: SSOASHAWN@aol.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 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 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, 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.
- The information contained herein may be subject to verification.
- A bidder who misrepresents the local preference status of its firm in a 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****

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

Sunshine State Officials Association, Inc.

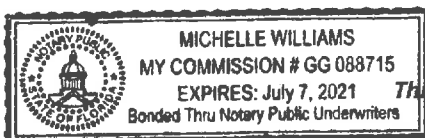
Name of Business

By: S. R. WolgemuthPrinted Name: Shawn R. WolgemuthTitle: PresidentSTATE OF FloridaCOUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 17th day of February, 2021, by Shawn R. Wolgemuth, as President of Sunshine State Officials Association, Inc. as FL corporation. He or she is ☒ personally known or ☐ produced as identification.

Michelle Williams
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:





CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 3/16/2021

Consent item: Yes

SUBJECT: (C10c) Award of ITB #21-03 to Sterling Enterprises LLC for Removal and Installation of New Fence at the Public Works Facility

DEPARTMENT: Public Works

GOAL:

RECOMMENDED MOTION: Move to approve award of ITB 21-03, Removal and Installation of New Fence at the Public Works Facility, to lowest responsive and responsible bidder, Sterling Enterprises LLC, for the amount of \$26,300.00; 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: On January 20, 2021, purchasing received seven (7) bid submittals for ITB#21-03, Removal and Installation of New Fence at the Public Works Facility and Sterling Enterprises of Lake Helen, FL was deemed the lowest, responsive and responsible bidder for a total amount of \$26,300.00.

Contractor will provide all materials, labor and permitting required to remove and replace 1,450 LF of chain link fence that is twenty-plus years old and in poor condition. The work is to be substantially completed within 60 days from written notice to proceed and all work is to be final no later than 90 days total from notice to proceed.

Project No.: OIO200
OIO200

Funding Account No.:

Presenter: Lynn Stevens

ATTACHMENTS:

1.	Sterling Enterprises, LLC - ITB 21-03 Standard Contract for Services	Sterling Enterprises, LLC - ITB 21-03 Standard Contract for Services.pdf
2.	Sterling Ent Bid Submittal	Sterling Ent Bid Submittal.pdf
3.	Justification Memo Award ITB 21 03 Fence Public Works Sterling Enterprises	Justification Memo Award ITB 21 03 Fence Public Works Sterling Enterprises.docx
4.	Copy of ITB 21-03 BID TABULATION FINAL (1.20.2021) - Copy to Ronny	Copy of ITB 21-03 BID TABULATION FINAL (1.20.2021) - Copy to Ronny.xlsx
5.	BID PKG ITB 21-03 REMOVAL AND INSTALLATION OF NEW FENCE AT THE PUBLIC WORKS FACILITY FINAL	BID PKG ITB 21-03 REMOVAL AND INSTALLATION OF NEW FENCE AT THE PUBLIC WORKS FACILITY FINAL

	(12.9.2020)	(12.9.2020).pdf
6.	Copy of ITB 21-03 ATTACHMENT 1 SCHEDULE OF UNIT PRICING PRICING BID FORM FINAL (12.14.2020)	Copy of ITB 21-03 ATTACHMENT 1 SCHEDULE OF UNIT PRICING PRICING BID FORM FINAL (12.14.2020).xlsx
7.	ITB 21-03 ADDENDUM No.1 OF 2 FINAL (1.12.2021)	ITB 21-03 ADDENDUM No.1 OF 2 FINAL (1.12.2021).pdf
8.	ITB 21-03 ADDENDUM No. 2 FINAL (1.13.2021)	ITB 21-03 ADDENDUM No. 2 FINAL (1.13.2021).pdf
9.	ITB 21-03 NOTICE OF INTENT TO AWARD FINAL (2.3.2021)	ITB 21-03 NOTICE OF INTENT TO AWARD FINAL (2.3.2021).pdf
10.	COI to 8 1 2021 Sterling Enterprises fence at PW yard	COI to 8 1 2021 Sterling Enterprises fence at PW yard.pdf
11.	Vendor App Sterling Enterprises	Vendor App Sterling Enterprises.pdf

Kynah Cockcroft	Created/Initiated - 2/3/2021
Kynah Cockcroft	Approved - 2/3/2021
Julia Wiggins	Approved - 2/4/2021
Tom DiEulio	Approved - 2/4/2021
Lynn Stevens	Approved - 2/8/2021
Lupe Reyna-Coffin	Approved - 2/8/2021
Scott Neils	Approved - 2/8/2021
Matthew Jones	Approved - 3/3/2021
Jamie Miller	Approved - 3/4/2021
Robin Fenwick	Final Approval - 3/5/2021



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 **STERLING ENTERPRISES, L.L.C.**, a Florida limited liability corporation whose principal address is 230 North Summit Avenue, Lake Helen, Florida 32744 ("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 removal and disposal of existing fence, installation of new chain link fencing at the City Public Works Facility, which shall include all labor, materials, and permitting, pursuant to Intent to Bid 21-03 ("ITB 21-03"). This Contract together with ITB 21-03, Addendum No. 1, Addendum No. 2, 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 ITB 21-03, Addendum No. 1, Addendum No. 2, and the Bid Tabulation as submitted by Contractor in Contractor's Proposal, are attached hereto as **Exhibit "1"**. A complete copy of ITB 21-03, 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 term of this Contract shall become effective on the last date the Contract is signed by the Parties ("Effective Date"). Work shall commence upon issuance of a written Notice to Proceed and shall be substantially complete in 60 days, with final completion 90 days thereafter ("Term")

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

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

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

2. City Obligations. In return for the services identified above, the City agrees to compensate the Contractor at the pricing set forth in Exhibit "1," attached hereto, in an amount not to exceed Twenty-Six Thousand Three Hundred

and 00/100 Dollars (\$26,300.00). 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 Form Exhibit. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

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

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

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

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

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

Standard Insurance Requirements											
	Insurance	Standards	Additional Requirements								
☒	<u>Workers' Compensation</u> The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept elective exemptions. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit Form Exhibit.	<table><tr><td><u>Contract Amount</u></td><td><u>Limits</u></td></tr><tr><td>Up to \$10 million</td><td>Statutory/\$500,000</td></tr><tr><td>\$10 - \$20 million</td><td>Statutory/\$1,000,000</td></tr><tr><td colspan="2">Contracts over \$20 million To Be Determined by the City.</td></tr></table>	<u>Contract Amount</u>	<u>Limits</u>	Up to \$10 million	Statutory/\$500,000	\$10 - \$20 million	Statutory/\$1,000,000	Contracts over \$20 million To Be Determined by the City.		☐ If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐ If vessels involved, Jones Act coverage with limits of \$500,000 required.
<u>Contract Amount</u>	<u>Limits</u>										
Up to \$10 million	Statutory/\$500,000										
\$10 - \$20 million	Statutory/\$1,000,000										
Contracts over \$20 million To Be Determined by the City.											
☒	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$1,000,000 occurrence \$1,000,000 aggregate	☐ When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.								

☒	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	<u>Limits:</u> Auto Liability Body Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate	
Additional Insurance Requirements			
☐	Property Insurance Builders Risk. <u>Additional Coverage:</u>	<u>Limits:</u> Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☐	Professional Liability	<u>Limits:</u> Coverage - \$1,000,000	
☐	Installation Floater (IT)	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	
☐	Contractor Pollution Liability	<u>Limits:</u> Coverage - \$1,000,000	
☐	Errors and Omissions	<u>Limits:</u> Coverage - \$1,000,000	
☐	Umbrella Policy	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	
☐	Payment and Performance Bond Required	<u>Limits:</u> Coverage - Equal to amount of Contract.	
☒	City Manager waives Payment and Performance Bond for work under \$100,000.00.		
☐	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. Inspection

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

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

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

19. Liability for Loss or Damage.

(a) Contractor shall be liable for any loss of, or damage to, City property caused by the negligence,

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

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

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

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

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

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

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

23. **Controlling Law.** **THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY**

LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.

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

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

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

City:	City of Port Orange Attention: City Manager 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5501
Copy to:	City of Port Orange Attention: Lynn Stevens, Public Works and Utilities Director 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5750
Contractor:	Sterling Enterprises, L.L.C. Attention: Ryan S. Wilkins, President P.O. Box 714 Lake Helen, Florida 32744 (386) 532-2100 – Telephone (386) 228-2021 – Facsimile ryan@sterlingenterprisesllc.com 230 North Summit Avenue Lake Helen, Florida 32744

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

27. Contract Construction

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

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

[Remainder of this page intentionally left blank]

STERLING ENTERPRISES, L.L.C.

Witnesses:

Printed Name: _____

Printed Name: _____

By: _____

Ryan S. Wilkins, 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: _____

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 Ryan S. Wilkins, as President of Sterling Enterprises, L.L.C., 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: _____
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 Quote, Section 3 of ITB 21-03, Addendum No. 1 and Addendum No. 2

Consisting of 6 Pages



"ATTACHMENT 1" ITB SCHEDULE OF UNIT PRICING

BID FORM

CITY OF PORT ORANGE

ITB 21-03

REMOVAL AND INSTALLATION OF NEW FENCE AT THE PUBLIC WORKS FACILITY

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:	Sterling Enterprises, LLC.				
CONTACT PERSON:	Ryan Wilkins				
EMAIL ADDRESS:	ryan@sterlingenterprisesllc.com				
AUTHORIZED SIGNATURE:					
ITEM	DESCRIPTION	UOM	QNTY	UNIT PRICE	EXTENDED AMOUNT
1	REMOVAL OF 7' GALVANIZED CHAIN LINK FENCE AND INSTALLATION OF 6' GALVANIZED CHAIN LINK FENCING PER SPECIFICATIONS	LS	1	\$26,300	\$26,300
				TOTAL BASE BID	\$26,300
2	Number of days to complete project upon receipt of Notice to Proceed:	DAYS 45			
3	Shall warranty all materials, labor and workmanship for:	DAYS 0 MONTHS 0 YEARS (2) two			
4	Shall warranty the galvanized chain link fencing for:	DAYS 0 MONTHS 0 YEARS 15			

SECTION 3 - SCOPE OF WORK

Project Description:

The Contractor will furnish all labor, equipment, and materials for the removal of 7' chain link fencing and installation of 6' chain link fencing at the Public Works Facility located at 407 Virginia Ave Port Orange, FL 32127.

SPECIFICATIONS:

1. Removal of Existing Fencing

A. The Contractor will remove and dispose approximately 1,075 LF of 7' galvanized chain link fencing, estimated 107 posts, all concrete, an estimated 107 rails and all wires. No gates are attached to the existing fence.

2. Site preparation

A. The Contractor will suitably prepare the site area prior to ensure proper installation.

3. New Fence Installation

A. Approximately 1,075 Linear Feet (LF) of 6-foot-high galvanized chain-link fence

B. All pipes will be schedule 40 galvanized steel

C. Tension bars and Hog Ties as needed to ensure proper assembly

D. Minimum post spacing will be 8' apart.

E. Maximum post spacing will be 10' apart

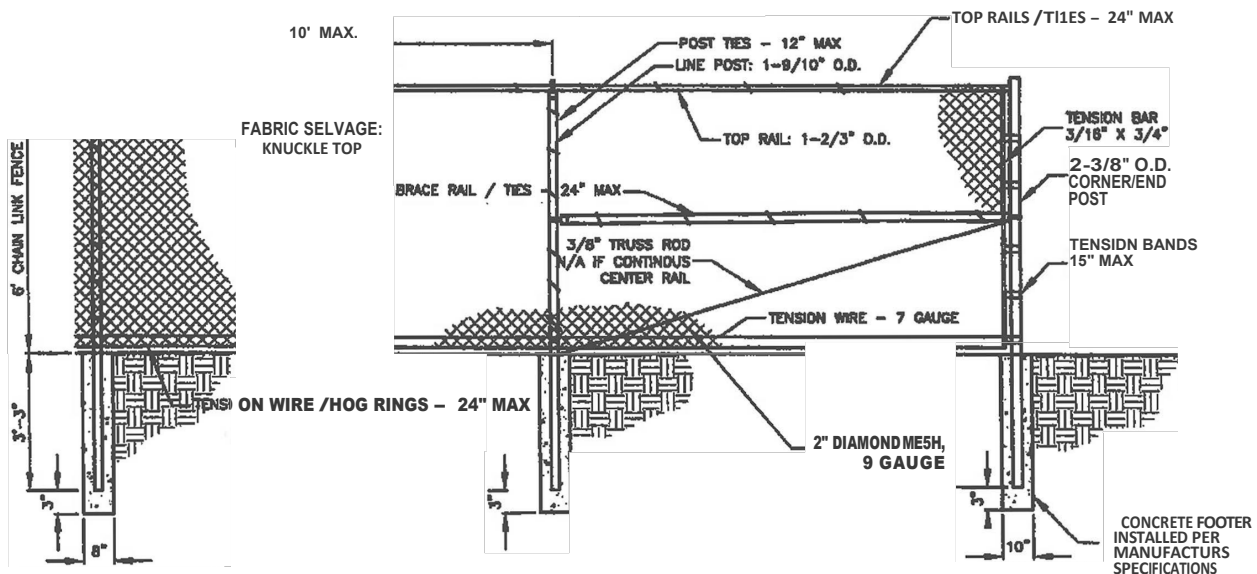
F. Concrete

a. 28 day

b. 3,000 psi

G. The tension fabric and wires will not be stretched until concrete has attained its full design strength.

H. No gates are required to be installed with the new fence.



6' HIGH CHAIN LINK FENCE DETAIL



Fence Boundary Outline in red

End of Specifications



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

January 13, 2021

ITB #21-03 Removal and Installation of New Fence at the Public Works Facility

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated December 16, 2020 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

A. CLARIFICATIONS:

The existing fence and new fence estimated length is 1,450 LF, not 1,075 LF as stated in the scope.

B. CHANGES TO SPECIFICATIONS:

None

C. QUESTIONS AND ANSWERS:

Question No.1: Will the City be staking out the property line?

Answer: The new fence will be installed in the same exact location as the existing fence.

Question No.2: Do we (contractor) leave the site open for a few days?

Answer: Per Section 6, page 43, Safety as reads in part: "Contractor will secure the site after the existing fencing is removed and until the new fencing is installed".

Question No.3: Do we (contractor) take down the fabric and fencing down?

Answer: Yes

Question No.4: Just to clarify the fence line is the line outlined in red only.

Answer: Yes, as shown on page 13.

Question No.5: Will there be any tree removal needed or just the fence and maybe some light brush?

Answer: Yes, some light brush and stumps possibly.

Question No.6: Is there any barbed wire going on top? or just 6' chain link

Answer: No. Just 6' chain link fence.

Question No.7: What is the fabric selvage? KK of KT?

Answer: Standard KK.

Question No.8: The scope says you want the concrete to have a 28-day cure, does that mean after posts are set and concreted you want to wait 28 days before fabric is installed?

Answer: Standard concrete. Can install post then the fence same day.

Question No.9: At the ends and corners do you want brace and truss or just top rail?

Answer: Just the top rail.

Question No.10: Are we just replacing a portion of marked area on page 13 or the whole thing?

Answer: Only replace as indicated by the red line, est. length is 1,450 LF.

Question No.11: Will public works be removing dirt piled on top of existing fence and other debris?

Answer: City of Port Orange Public Works department will remove dirt and debris

Question 12: Will public works be removing stumps and palms grown into existing fence?

Answer: No. The contractor is responsible for removal.

Question No.13: Will this project need to be permitted, and what would the fee be, if any?

Answer: The project requires a permit. The fee is estimated at \$184. 63.

Question 14: After making a site visit, I noticed there's already a lot of openings in the fence. Will we be able to remove all the fence at once, prepare the line and then install, or is it to be done in sections?

Answer: All at once is fine.

Question 15: Is that an active railroad track alongside the property? Will we be able to work on the outside of the property where there are no vehicles, drainage swales, and other obstructions in the way?

Answer: Yes, it is active but there should be plenty of working room.

In all other respects, except as specifically stated herein, the subject ITB #21-03 Removal and Installation of New Fence at the Public Works Facility remains unchanged.

END OF ADDENDUM NO. #1

Joseph Castro

Buyer

jcastro@port-orange.org



CITY OF PORT ORANGE

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

ADDENDUM NO. # 2

January 13, 2021

ITB #21-03 Removal and Installation of New Fence at the Public Works Facility

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated December 16, 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:

Question No.9: At the ends and corners do you want brace and truss or just top rail?

Answer: Just the top rail.

The answer to question number 9, Addendum No.1, reads: **"Just the top rail"** shall now read: **"The drawing is a standard design. Bracing may be required while tensioning the fence if the contractor sees deflection"**.

CHANGES TO SPECIFICATIONS:

None

B. QUESTIONS AND ANSWERS:

None

In all other respects, except as specifically stated herein, the subject ITB #21-03 Removal and Installation of New Fence at the Public Works Facility remains unchanged.

END OF ADDENDUM NO. #2

Joseph Castro
Buyer
jcastro@port-orange.org

STERLING

ENTERPRISES, LLC

Bid Packet

ITB 21-03

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:

Sterling Enterprises, L.L.C.

Name of Business

[Signature]
Authorized Signature

01/15/2021

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):

Railroad spotter is NOT included if required by railroad.

NAME OF BUSINESS

Sterling Enterprises, L.L.C.

MAILING ADDRESS

PO Box 714

AUTHORIZED SIGNATURE



CITY, STATE & ZIP CODE

Lake Helen FL 32744

NAME, TITLE, TYPED

Ryan Wilkins, President

TELEPHONE NUMBER / FAX NUMBER

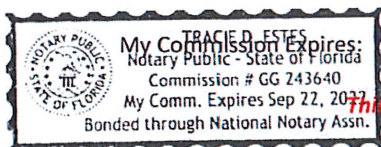
386-532-2100 / 386-228-2021

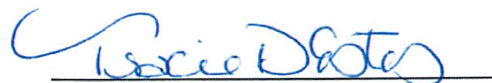
FEDERAL IDENTIFICATION #

E-MAIL ADDRESS

STATE OF Florida COUNTY OF Volusia

The foregoing instrument was acknowledged before me this day of 15th Jan, 2021 by Ryan Wilkins, who is personally known to me or who has produced ad identification and who did take an oath.




Notary Public

This document must be completed and returned with your Submittal

FORM 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

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

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

Addendum # 1 Date: 01/13/2021 Addendum # _____ Date: _____
Addendum # 2 Date: 01/13/2021 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."

Sterling Enterprises, LLC

Name of Business

By: [Signature]

Printed Name: Ryan Wilkins

Title: President

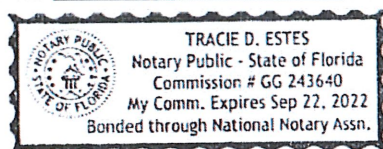
STATE OF Florida
COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 15th day of January, 2021, by
Ryan Wilkins, as President of
(NAME) (TITLE)
Sterling Enterprises, LLC and who:
(NAME OF ORGANIZATION)

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced na as identification.



[Signature]

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 7.4 – 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.

Sterling Enterprises, L.L.C.

Name of Business

By: [Signature]

Printed Name: Ryan Wilkins

Title: President

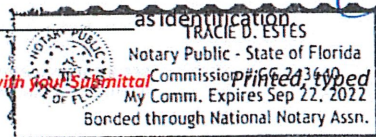
STATE OF Florida
COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 15th day of January, 2021, by
Ryan Wilkins, as President of
(NAME) (TITLE)

Sterling Enterprises, L.L.C. and who:
(NAME OF ORGANIZATION)

[Notary: Please select one]

- ☒ is personally known to me; or
☐ has produced na



[Signature]
Notary Public, State of Florida

This document must be completed and returned with your Submittal Printed, typed or stamped name, commission and expiration:

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

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

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

1. The business address of Sterling Enterprises, L.L.C. (name of Offeror or business) is P.O. Box 714, Lake Helen, FL 32744.
2. My relationship to Sterling Enterprises, L.L.C. (name of Offeror or business) is President (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. ~~There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____.~~ A copy of the order of the Division of Administrative Hearings is attached to this statement. (Draw a line through paragraph 7 if paragraph 6 above applies.)

Sterling Enterprises, L.L.C.
Name of Business

By: _____
Printed Name: Ryan Wilkins
Title: President

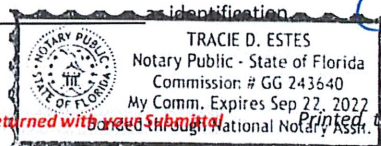
STATE OF Florida
COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 15th day of January, 2021, by Ryan Wilkins, as President of Sterling Enterprises, L.L.C. and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced no identification



Tracie D. Estes
Notary Public, State of Florida

This document must be completed and returned with your signature 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: Starling Enterprises, LLC.

SIGNED BY: [Signature]
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: Ryan Watkins

TITLE: President

ADDRESS: PO Box 714, Lake Helen

CITY: _____ STATE: FL ZIP CODE: 32744

TELEPHONE: 386-532-2100 FAX: 386-228-2021

COMPLETION TIME: 45 days from receipt of PO

F.E.I.N. NUMBER: 20-0745205

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. Sterling Enterprises, L.L.C.
B. Permanent main office address. (physical) 230 N Summit Av, Lake Helen 32744
C. Date organized. Jan 2004
D. If a corporation, where incorporated. Florida
E. How many years have you been engaged in the contracting business under your present firm or trade name? 17 years
✓ F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) SEE ATTACHED
G. General character of work performed by your company. Fencing & Gate Installation
H. Have you ever failed to complete any work awarded to you? If so, where and why? No
I. Have you ever defaulted on a contract? If so, where and why? No
✓ J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed. SEE ATTACHED
✓ K. List your major equipment currently owned or leased. SEE ATTACHED
✓ L. Experience in work similar to this type of project. SEE ATTACHED
✓ M. Background and experience of the principal members of your organization, including the officers. SEE ATTACHED
N. Credit currently available: \$ 150,000.00
O. Give bank reference: Marlene Johnson, Wells Fargo Bank
P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? Yes
Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Vendor's Qualifications.

Sterling Enterprises, L.L.C.

Name of Business

By: [Signature]

Printed Name: Ryan Wilkins

Title: President

STATE OF Florida

COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 15th day of January, 2021, by Ryan Wilkins, as President of Sterling Enterprises, L.L.C. and who:

[Notary: Please select one]

☒ is personally known to me; or

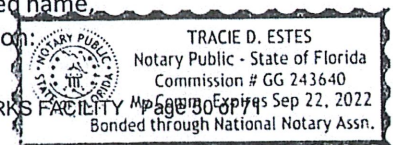
☐ has produced n/a as identification.

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

[Signature]
Notary Public, State of Florida

Printed, typed or stamped name,

commission and expiration:



STERLING

ENTERPRISES, LLC

Contracts On Hand:

2105 – Virgin Trains	1,551,708	December 2021
Wekiva Parkway	757,306	December 2021
MH Indian River	67,496	January 2021
Westside Elem B	105,852	October 2021
OIA 5.2S	286,896	December 2021
OB Softball Field	61,173	February 2021
Flagler Runway 6-24	27,726	March 2021

(MORE IMP)

Completed Contracts

DOLLAR AMOUNT OF WORK PERFORMED	MONTH/YEAR COMPLETED	WHERE LOCATED CITY - COUNTY
\$109,694.41	Sep-15	Flagler County
\$367,000.00	Feb-17	DeBary - Volusia County
\$62,900.00	Jun-16	Ponte Vedra Beach
\$189,311.35	Mar-15	Chipley
\$86,439.53	Nov-15	Cape Canaveral
\$81,310.93	March 2014	Florida
\$62,500.00	Jun-16	Satellite Beach
\$113,695.03	Apr-14	Daytona Beach
\$308,626.47	Nov-15	Merritt Island
\$650,000.00	Feb-16	Orlando Airport
\$113,294.00	Nov-19	Daytona Beach
\$372,225.00	May-19	Auburndale
\$135,367.00	May-18	Ocala
\$101,179.00	Dec-18	Palatka
\$112,466.00	Aug-20	New Smyrna
\$115,729.00	Sep-20	Broward County
\$163,516.00	Sep-20	Broward County
\$84,620.00	Jul-20	Palm Bay
\$121,582.00	Oct-20	Wellington
\$161,171.00	Apr-20	Naples
\$135,901.00	May-20	Port Charlotte
\$188,193.00	Jan-20	DeLand
\$235,697.00	Dec-20	DeLand
\$103,958.00	Feb-19	Deltona
\$71,035.00	Apr-19	Daytona Beach

STERLING

ENTERPRISES, LLC

Major Equipment

2012	CAT Mini Excavator
2007	Kubota RTV 4x4 S/N 77400
2014	CAT 297C Skidsteer
2015	CAT 277D
2017	CAT 277D
2019	CAT 279D
2020	CAT 289D3

PO Box 714 ● Lake Helen, FL 32744 ● Office: 386-532-2100 ● Fax: 386-228-2021

www.sterlingenterprisesllc.com

STERLING

ENTERPRISES, LLC

Experience in Similar Projects

Work Type: Removal of existing fence, and installation of galvanized fencing.

As a commercial fencing company, Sterling Enterprises has extensive experience in the removal of existing fencing, as well as the installation of new galvanized fencing. Our work experience dates back to January of 2004 when the company was created, and the installation of galvanized fencing accounts for much of the work we have completed.

Please refer to the lists provided in the Bid Package for contract information and references. Also, we will be happy to provide Letters of Reference upon request.

Thank you,

Tracie Estes
Office Manager

STERLING

ENTERPRISES, LLC

January 13, 2021

RE: Background and Experience of Principal Member

To Whom it May Concern:

Ryan Wilkins is the owner and founder of Sterling Enterprises which opened in 2004. He has over 19 years of experience in the fencing business. As the sole proprietor, Mr. Wilkins will be closely involved in the completion of this project.

Thank you,



Tracie D. Estes
Office Manager

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: Orange County Government
Contact Person: Beth Jackson
City, State: Orlando FL
Telephone Number: 407-836-1481
Email Address: beth.jackson@ocfl.net
Description of goods or
Services provided: various types of fence & gate installation
Contract Amount: Term contract - open value
Start/End Date of Contract: 2011 - Present
2. Company Name: Wharton-Smith
Contact Person: Stephanie Farmer
City, State: Sanford FL
Telephone Number: 407-321-8410
Email Address: sfarmer@wharton-smith.com
Description of goods or
Services provided: various types of fence & gate installation
Contract Amount: \$247,278.00
Start/End Date of Contract: May 2019 - Dec 2020
3. Company Name: A.M. Weigel
Contact Person: Todd Donlick
City, State: Daytona Beach FL
Telephone Number: 386-257-6691
Email Address: todd@amweigel.com
Description of goods or
Services provided: various types of fence & gate installation
Contract Amount: \$105,852.00
Start/End Date of Contract: June 2019 - ongoing

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	Beth Jackson OC BCCC	407-836-1481	Yes	10	various types of fence & gate installation
2	Shawn Capman VCSB	386-947-8787	Yes	10	various types of fence & gate installation
3	Randy Smith AJAX	386-206-3358	Yes	5	various types of fence & gate installation

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

N/A

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 2

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 3

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 4

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 5

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

This document must be completed and returned with your Submittal

FORM 7.10 – 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-21-03

BUSINESS NAME: Sterling Enterprises, L.L.C.

CONTACT PERSON/TITLE: Ryan Wilkins, President

MAILING ADDRESS: PO Box 714

CITY-STATE-ZIP: Lake Helen FL 32744

Length of Time at Address Provided: 16 yrs

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

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

FEIN (Federal Employer Identification Number): 20-0745205

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

☒ Other (Specify): S-Corp

PHONE NUMBER: 386-532-2100 FAX: 386-228-2021

EMAIL: ryan@sterlingenterprisesllc.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****

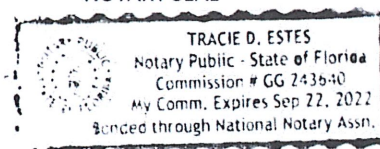
BEFORE ME: the undersigned authority, in and for the State of Florida and the City of Port Orange personally appeared Ryan Wilkins who, after being sworn according to law, stated that he or she was authorized to represent Sterling Enterprises, L.L.C. and to execute this affidavit on behalf of the said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

SWORN AND SUBSCRIBED BEFORE ME

Tracie D. Estes
SIGNATURE OF NOTARY PUBLIC
THIS 15th DAY OF January, 2021
My Commission Expires: 09/22/2022
01/15/2021

Ryan Wilkins, President
SIGNATURE OF AFFIANT DATE
Sterling Enterprises, L.L.C.
PRINTED NAME OF AFFIANT / TITLE
COMPANY

NOTARY SEAL



This document must be completed and returned with your Submittal

2020/ 2021

Volusia County Business Tax Receipt

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



Account # 200103190026 Expires: September 30, 2021
Business Location: 230 SUMMIT AVE

Business Name: STERLING ENTERPRISES LLC
Owner Name: RYAN S WILKINS
Mailing Address: PO BOX 714
LAKE HELEN, FL 32744

BUSINESS TYPE	REQ DOC #	CODE	COUNT	TAX
Fence Installation		471FI	10	\$54.00

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

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

Volusia County Business Tax Receipt

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

DATE PAID: 09/11/2020
RECEIPT #: WWW-19-0043623
TOTAL TAX: 54.00
PENALTY: 0.00
TOTAL PAID: 54.00



Business Name: STERLING ENTERPRISES LLC
Owner Name: RYAN S WILKINS
Mailing Address: PO BOX 714
LAKE HELEN, FL 32744



Account # 200103190026 Expires: September 30, 2021
Business Location: 230 SUMMIT AVE

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



"ATTACHMENT 1" ITB SCHEDULE OF UNIT PRICING

BID FORM
CITY OF PORT ORANGE
ITB 21-03

REMOVAL AND INSTALLATION OF NEW FENCE AT THE PUBLIC WORKS FACILITY

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:	Sterling Enterprises, LLC.				
CONTACT PERSON:	Ryan Wilkins				
EMAIL ADDRESS:	ryan@sterlingenterprisesllc.com				
AUTHORIZED SIGNATURE:					
ITEM	DESCRIPTION	UOM	QNTY	UNIT PRICE	EXTENDED AMOUNT
1	REMOVAL OF 7' GALVANIZED CHAIN LINK FENCE AND INSTALLATION OF 6' GALVANIZED CHAIN LINK FENCING PER SPECIFICATIONS	LS	1	\$26,300	\$26,300
				TOTAL BASE BID	\$26,300
2	Number of days to complete project upon receipt of Notice to Proceed:	DAYS 45			
3	Shall warranty all materials, labor and workmanship for:	DAYS 0 MONTHS 0 YEARS (2) two			
4	Shall warranty the galvanized chain link fencing for:	DAYS 0 MONTHS 0 YEARS 15			



Growth and Resource Management
123 West Indiana Avenue
DeLand, Florida 32720

Listing Card

10/21/2020

163764

To: STERLING ENTERPRISES LLC
245 W OHIO AV SUITE A
LAKE HELEN, FL 32744

CUT ON SOLID LINE AND KEEP ON PERSON AT ALL TIMES.

Listing Card	
VOL #04041201	EXPIRES
THIS CERTIFIES RYAN WILKINS	
STERLING ENTERPRISES LLC	
IS LICENSED AS A 44 FENCE CONTRACTOR -	
04041201	
IN THE COUNTY OF VOLUSIA, FLORIDA	
BY	
BUILDING OFFICIAL	
VOLUSIA COUNTY CLCA	

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: Sterling Enterprises, L.L.C.

Signature of Owner/Officer: _____

Title: President Date: 01/15/2021

AFFIDAVIT REGARDING WORKERS' COMPENSATION

IMPORTANT

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

State of Florida
County of Volusia

I, Ryan Wilkins, 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 Federated Mutual Ins Company, under the terms of Policy Number 6052672 for a period from 08/01, 2020 to 08/01, 2021

WITNESS:

By: [Signature]
Name: Malorie Estes

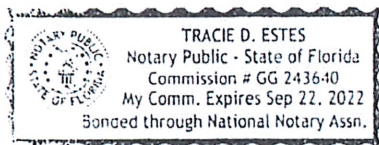
CONTRACTOR:

Company: Sterling Enterprises, L.L.C.
By: [Signature]
Name/Title: Ryan Wilkins President

Sworn to and subscribed before me this 15th day of January, 2021.

My Commission Expires: 9/24/2022 Tracie D Estes

Notary Public



Tracie D Estes
Notary Public Printed Name



City of Port Orange Public Works & Utilities Department

TO: Jamie Miller, Interim City Manager

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

FROM: Ronny Buttrum, Deputy Director

DATE: February 3, 2021

SUBJECT: Award ITB 21-03 Removal and Installation of New Fence at Public Works Facility

REQUEST:

The Public Works & Utilities Department is requesting City Council approval to award ITB 21-03 to lowest, responsible, and responsive contractor, Sterling Enterprises Inc.

PURPOSE:

The purpose of this request is to replace the existing fence, that is twenty-plus years old, to better secure the Public Works facility and grounds.

CONSIDERATION:

The City received seven responsive bids to ITB #21-03, Removal and Installation of New Fence at the Public Works Facility. After careful review, Sterling Enterprises LLC was deemed lowest, responsive, and responsible bidder with a bid of \$26,300.00.

The contractor will remove the existing chain link fence and install a new chain link fence at the Public Works facility located at 407 Virginia Avenue. There is approximately 1,450lf of fencing and the contractor will be responsible to remove the existing fence and remove all light brush and tree stumps as required to install the new six (6) foot high chain link fencing.

The Standard Contract for Services will be executed, and work is to commence upon issuance of a written Notice to Proceed and shall be substantially complete in 60 days, with final completion 90 days thereafter.

FUNDING:**Fire Impact Portion**

Fund:311

Fund Name:Fire Impact

Cost Center:Fire Services

Program:NA

Spend Category:Land Improvements-fencing and gates

Add'l Tag: OIO200

Budget: 10,000.00

Actual: \$8,768.00

General Capital Rpt Fund Portion

Fund:317

Fund Name:General Capital Rpt Fund

Cost Center:Building Maint

Program:NA

Spend Category:Land Improvements-fencing and gates

Add'l Tag: OIO200

Budget: 10,000.00

Actual: \$8,766.00

Water/Sewer Distribution Portion (Field Ops)

Fund:401

Fund Name:Water and sewer system

Cost Center:Water and sewer

Program:Water/sewer distribution

Spend Category:Land Improvements-fencing and gates

Add'l Tab: OIO200

Budget: 10,000.00

Actual: \$8,766.00

RECOMMENDATION:

The Public Works & Utilities Department recommends City Council approve award of ITB#21-03, Removal and Installation of New Fence at the Public Works Facility, to the lowest, responsive, and responsible bidder Sterling Enterprises LLC for a cost not to exceed \$26,300.00.

ANTICIPATED SCHEDULE:

- a.) Council Approval: March 16, 2021
- b.) Executed Standard Contract for Services: March 17, 2021
- c.) Issuance of Notice to Proceed: on or before April 1, 2021

ATTACHMENTS:

- a.) All bid documents and bid submittals



OPENING DATE/TIME January 20, 2021 @ 2:30PM BID TABULATION ITB 21-03 REMOVAL AND INSTALLATION OF NEW FENCE AT THE PUBLIC WORKS FACILITY
--

FENCE SERVICE INC DBA AAA FENCE					
ITEM	DESCRIPTION	UOM	QNTY	UNIT PRICE	EXTENDED AMOUNT
1	REMOVAL OF 7' GALVANIZED CHAIN LINK FENCE AND INSTALLATION OF 6' GALVANIZED CHAIN LINK FENCING PER SPECIFICATIONS	LS	1	\$18.00	\$27,000.00
				TOTAL BASE BID	\$27,000.00
2	Number of days to complete project upon receipt of Notice to Proceed:	DAYS__10-20____			
3	Shall warranty all materials, labor and workmanship for:	DAYS____ MONTHS__12____ YEARS__1____			
4	Shall warranty the galvanized chain link fencing for:	DAYS____ MONTHS__12____ YEARS__1____			
Required Forms Submitted:	YES				
Responsive & Responsible Bidder:	YES				

KMG FENCE LLC					
ITEM	DESCRIPTION	UOM	QNTY	UNIT PRICE	EXTENDED AMOUNT
1	REMOVAL OF 7' GALVANIZED CHAIN LINK FENCE AND INSTALLATION OF 6' GALVANIZED CHAIN LINK FENCING PER SPECIFICATIONS	LS	1	\$	\$35,700.00
				TOTAL BASE BID	\$35,700.00
2	Number of days to complete project upon receipt of Notice to Proceed:	DAYS__45____			
3	Shall warranty all materials, labor and workmanship for:	DAYS____ MONTHS____ YEARS__1____			
4	Shall warranty the galvanized chain link fencing for:	DAYS____ MONTHS____ YEARS__12____			
Required Forms Submitted:	YES				
Responsive & Responsible Bidder:	YES				

RFE CONSTRUCTION AND FENCE SERVICES INC					
ITEM	DESCRIPTION	UOM	QNTY	UNIT PRICE	EXTENDED AMOUNT
1	REMOVAL OF 7' GALVANIZED CHAIN LINK FENCE AND INSTALLATION OF 6' GALVANIZED CHAIN LINK FENCING PER SPECIFICATIONS	LS	1	\$28,910.00	\$28,910.00
				TOTAL BASE BID	\$28,910.00
2	Number of days to complete project upon receipt of Notice to Proceed:	DAYS__12____			
3	Shall warranty all materials, labor and workmanship for:	DAYS____ MONTHS____ YEARS__1____			
4	Shall warranty the galvanized chain link fencing for:	DAYS____ MONTHS____ YEARS__1____			
Required Forms Submitted:	YES				
Responsive & Responsible Bidder:	YES				

ROSE FENCE COMPANY					
ITEM	DESCRIPTION	UOM	QNTY	UNIT PRICE	EXTENDED AMOUNT
1	REMOVAL OF 7' GALVANIZED CHAIN LINK FENCE AND INSTALLATION OF 6' GALVANIZED CHAIN LINK FENCING PER SPECIFICATIONS	LS	1	21.25 PLF	\$30,812.00
				TOTAL BASE BID	\$30,812.00
2	Number of days to complete project upon receipt of Notice to Proceed:	DAYS__14____			
3	Shall warranty all materials, labor and workmanship for:	DAYS____ MONTHS____ YEARS__1____			
4	Shall warranty the galvanized chain link fencing for:	DAYS____ MONTHS____ YEARS__15____			
Required Forms Submitted:	YES				
Responsive & Responsible Bidder:	YES				

SOUTHERN PRO FENCE & GATE					
ITEM	DESCRIPTION	UOM	QNTY	UNIT PRICE	EXTENDED AMOUNT
1	REMOVAL OF 7' GALVANIZED CHAIN LINK FENCE AND INSTALLATION OF 6' GALVANIZED CHAIN LINK FENCING PER SPECIFICATIONS	LS	1	\$29,725.00	\$29,725.00
				TOTAL BASE BID	\$29,725.00
2	Number of days to complete project upon receipt of Notice to Proceed:	DAYS__60____			
3	Shall warranty all materials, labor and workmanship for:	DAYS____ MONTHS____ YEARS____	LABOR 1 YEAR	WORKMANSHIP 1 YEAR	MATERIALS PER MFG
4	Shall warranty the galvanized chain link fencing for:	DAYS____ MONTHS____ YEARS__12-15____			
Required Forms Submitted:	YES				
Responsive & Responsible Bidder:	YES				

STERLING ENTERPRISES LLC					
ITEM	DESCRIPTION	UOM	QNTY	UNIT PRICE	EXTENDED AMOUNT
1	REMOVAL OF 7' GALVANIZED CHAIN LINK FENCE AND INSTALLATION OF 6' GALVANIZED CHAIN LINK FENCING PER SPECIFICATIONS	LS	1	\$26,300.00	\$26,300.00
				TOTAL BASE BID	\$26,300.00
2	Number of days to complete project upon receipt of Notice to Proceed:	DAYS__45____			
3	Shall warranty all materials, labor and workmanship for:	DAYS____ MONTHS____ YEARS__2____			
4	Shall warranty the galvanized chain link fencing for:	DAYS____ MONTHS____ YEARS__15____			
Required Forms Submitted:	YES				
Responsive & Responsible Bidder:	YES				

McCONNIE ENTERPRISES					
ITEM	DESCRIPTION	UOM	QNTY	UNIT PRICE	EXTENDED AMOUNT
1	REMOVAL OF 7' GALVANIZED CHAIN LINK FENCE AND INSTALLATION OF 6' GALVANIZED CHAIN LINK FENCING PER SPECIFICATIONS	LS	1	\$32,515.00	\$
				TOTAL BASE BID	\$32,515.00
2	Number of days to complete project upon receipt of Notice to Proceed:	DAYS__10____			
3	Shall warranty all materials, labor and workmanship for:	DAYS____ MONTHS____ YEARS__1____			
4	Shall warranty the galvanized chain link fencing for:	DAYS____ MONTHS____ YEARS__1____			
Required Forms Submitted:	YES				
Responsive & Responsible Bidder:	YES				

COMPANY	TOTAL BASE BID
STERLING ENTERPRISES	\$26,300.00
FENCE SERVICE INC DBA AAA FENCE	\$27,000.00
RFE CONSTRUCTION AND FENCE SERVICES INC	\$28,910.00
SOUTHERN PRO FENCE & GATE	\$29,725.00
ROSE FENCE COMPANY	\$30,812.00
McCONNIE ENTERPRISES	\$32,515.00
KMG FENCE LLC	\$35,700.00

CITY OF PORT ORANGE, FLORIDA

INVITATION TO BID

REMOVAL AND INSTALLATION OF NEW FENCE AT THE PUBLIC WORKS FACILITY

ITB #21-03



City of Port Orange Purchasing Division

Prepared by: Joseph Castro, Buyer

Release Date: December 16, 2020

Bid Due Date & Time: January 20, 2021 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 #21-03

REMOVAL AND INSTALLATION OF NEW FENCE AT THE PUBLIC WORKS FACILITY

Notice is hereby given that the City of Port Orange is soliciting bids for ITB #21-03 REMOVAL AND INSTALLATION OF NEW FENCE AT THE PUBLIC WORKS FACILITY. Bids will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until **2:30 P.M. on January 20, 2021** 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 30, 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 to remove an existing chain link fence and install a new chain link fence at the Public Works Facility located at 407 Virginia Ave Port Orange, FL 32127.

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 #21-03 REMOVAL AND INSTALLATION OF NEW FENCE AT THE PUBLIC WORKS FACILITY"** in the subject line. Last day for questions will be, **January 6, 2021 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 #21-03 REMOVAL AND INSTALLATION OF NEW FENCE AT THE PUBLIC WORKS FACILITY"**.

Joseph Castro, Buyer

Legal Ad - One Time – **December 16, 2020**

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



SEALED BID • DO NOT OPEN

SEALED BID NO. ITB #21-03

BID TITLE: REMOVAL AND INSTALLATION OF NEW FENCE AT
THE PUBLIC WORKS FACILITY

DUE DATE/TIME: January 20, 2021 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 provision of contracting services to remove an existing 7' galvanized chain link fence and install a new 6' galvanized chain link fence.

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

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

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SECTION 2 – INSTRUCTIONS TO BIDDERS

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

TIMELINE (Local Time):

The City reserves the right to alter dates as needed.

Date of Distribution.....December 16, 2020
Non-Mandatory Pre-Bid ConferenceDecember 30, 2020 at 10:00 A.M.
Deadline for Questions:January 6, 2021 by 5:00P.M.
Final Addendum Posting: January 13, 2021 by 5:00P.M.
Bids Due: January 20, 2021 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 #21-03 REMOVAL AND INSTALLATION OF NEW FENCE AT THE PUBLIC WORKS FACILITY**” 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 Contractor will furnish all labor, equipment, and materials for the removal of 7' chain link fencing and installation of 6' chain link fencing at the Public Works Facility located at 407 Virginia Ave Port Orange, FL 32127.

SPECIFICATIONS:

1. Removal of Existing Fencing

A. The Contractor will remove and dispose approximately 1,075 LF of 7' galvanized chain link fencing, estimated 107 posts, all concrete, an estimated 107 rails and all wires. No gates are attached to the existing fence.

2. Site preparation

A. The Contractor will suitably prepare the site area prior to ensure proper installation.

3. New Fence Installation

A. Approximately 1,075 Linear Feet (LF) of 6-foot-high galvanized chain-link fence

B. All pipes will be schedule 40 galvanized steel

C. Tension bars and Hog Ties as needed to ensure proper assembly

D. Minimum post spacing will be 8' apart.

E. Maximum post spacing will be 10' apart

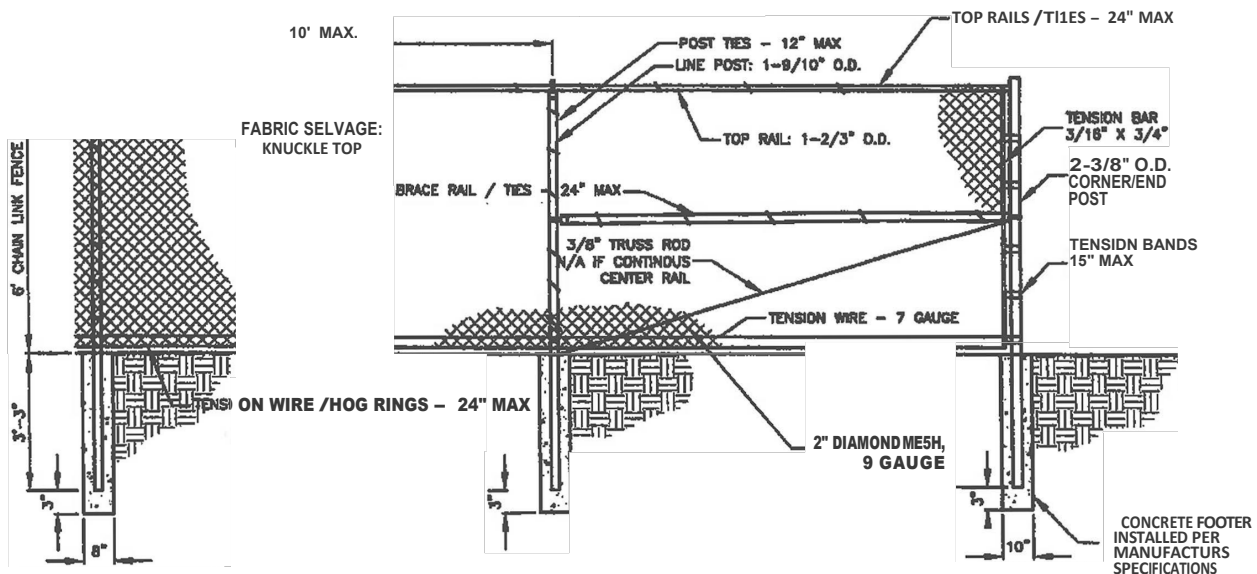
F. Concrete

a. 28 day

b. 3,000 psi

G. The tension fabric and wires will not be stretched until concrete has attained its full design strength.

H. No gates are required to be installed with the new fence.



6' HIGH CHAIN LINK FENCE DETAIL



Fence Boundary Outline in red

End of Specifications

SECTION 4 – STANDARD PURCHASE DEFINITIONS

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

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

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

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

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SECTION 5 – GENERAL TERMS AND CONDITIONS

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

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

1. ACCEPTANCE BY CITY

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

2. ADDENDUM

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

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

3. ADDITIONAL GOODS

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

4. ANTI-COLLUSION STATEMENT

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

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

5. **APPLICABLE LAWS**

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

6. **ASSIGNMENT**

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

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

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

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

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

8. **AWARDS**

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

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>	
☐	Payment and Performance Bond Required	Limits: Coverage - Equal to amount of Contract.	WAIVED BY CITY MANAGER
☐	City Manager waives Payment and Performance Bond for work under \$25,000.00.		
☐	Unless otherwise required by law, City Manager waives Insurance for FOB goods under \$25,000.00.		

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52. INVOICES AND PAYMENTS

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

53. IRREVOCABILITY OF RESPONSES

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

54. LATE SUBMISSIONS, LATE MODIFICATIONS AND LATE WITHDRAWALS

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

55. LEGAL REQUIREMENTS

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

56. LICENSES, PERMITS AND TAXES

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

57. LITERATURE (if applicable):

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

58. LOCAL PREFERENCE

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

(a) Competitive Bids

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

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

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

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

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

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

59. **MAINTENANCE**

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

60. **NAME BRANDS**

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

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

61. NON-DISCRIMINATION

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

62. NON-EXCLUSIVITY OF CONTRACT

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

63. NON-PERFORMANCE:

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

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

64. NOTICE TO CONTRACTOR

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

65. OPTIONAL CONTRACT USAGE

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

66. OTHER AGENCIES

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

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

67. PATENTS/COPYRIGHTS

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

68. PRE-BID CONFERENCE OR PRE-PROPOSAL CONFERENCE

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

69. PREPARATION OF RESPONSES

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

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

70. POSTPONEMENT / CANCELLATION / WAIVER OF IRREGULARITIES

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

71. PRICING

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

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

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

72. PRODUCTS/ESTIMATES:

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

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

73. PROPRIETY INFORMATION

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

74. PROTECTION

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

75. PUBLIC ENTITY CRIMES

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

76. PUBLIC RECORDS COMPLIANCE

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

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

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

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

77. PUBLIC RECORDS/PUBLIC MEETINGS EXEMPTION STATEMENT

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

78. PURCHASE ORDER AND DELIVERY

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

79. QUALITY

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

80. QUESTIONS, INTERPRETATIONS

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

81. RECORDS/AUDIT

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

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

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

82. RECYCLED MATERIALS

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

83. REJECTING OF RESPONSES, REBIDDING

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

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

84. REQUEST FOR ADDITIONAL INFORMATION

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

85. REVIEW OF RESPONSES/SUBMISSIONS

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

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

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

87. RIGHT OF WITHDRAWAL

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

88. RIGHTS TO SOLICITATION SUBMITTED MATERIAL

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

89. RULES, REGULATIONS AND LICENSING REQUIREMENT

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

90. SAMPLES

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

91. SEPARATION AND DISTRIBUTION

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

92. SEVERABILITY

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

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

93. SIGNATURE REQUIRED

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

94. SIGNED RESPONSE CONSIDERED AN OFFER

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

95. SILENCE OF SPECIFICATIONS

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

96. SOLICITATION FORM COMPLETION, SUBMISSION AND RECEIPT OF RESPONSES

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

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

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

97. STATE LICENSING REQUIREMENTS

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

98. SUBCONTRACTING

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

99. SUPPLEMENTAL MATERIALS

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

100. TAXES

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

101. TERM CONTRACTS

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

102. TERMINATION CONVENIENCE – NOTICE

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

103. TERMINATION - NOTICE

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

104. TITLE TRANSFER

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

105. UNBALANCED BID

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

106. USE OF SOLICITATION FORMS

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

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

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

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

107. VARIANCES

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

108. VENDOR'S PRODUCT OR SERVICES

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

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

109. WAIVER OF IRREGULARITIES

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

110. WARRANTIES

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

[Remainder of this page left intentionally blank]

SECTION 6 – SPECIAL REQUIREMENTS/INSTRUCTIONS

PERIOD OF OFFER VALIDITY:

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

CONTRACT TERM:

Desired competition time is within 90 days the date the contractor receives the Notice to Proceed from the City.

TIME-LINE:

- A. Notice of Award: after bid opening and complete review of submitted bid information.
- B. Notice to Proceed: TBD by Public Works and Utilities
- C. Start Date and Time: After Pre-Construction Meeting
- D. Substantial Completion Time: Not to exceed Sixty (60) from the date of the Notice to Proceed.
- E. Final Completion Time: Thirty (30) calendar days after substantial completion time.
- F. Total Completion Time: Not to exceed Ninety (90) days from the date of the Notice to Proceed.

ELIGIBILITY OF VENDOR:

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

LICENSES AND PERMITS

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

NOTICE:

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

WARRANTY:

The contractor 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 will 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.

Contractor will secure the site after the existing fencing is removed and until the new fencing is installed.

REPAIR OF DAMAGES:

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

SITE CLEANLINESS:

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

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

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

BY: _____

Name of Business

Authorized Signature

Date

This document must be completed and returned with your Submittal

FORM 7.2 – VENDOR’S ACKNOWLEDGEMENT FORM

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

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

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

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

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

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

NO EXCEPTIONS ALLOWED AFTER THE BID IS SUBMITTED:

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

NAME OF BUSINESS

MAILING ADDRESS

AUTHORIZED SIGNATURE

CITY, STATE & ZIP CODE

NAME, TITLE, TYPED

TELEPHONE NUMBER / FAX NUMBER

FEDERAL IDENTIFICATION #

E-MAIL ADDRESS

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me 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 SCHEDULE OF UNIT PRICING
BID FORM
CITY OF PORT ORANGE
ITB 21-03

REMOVAL AND INSTALLATION OF NEW FENCE AT THE PUBLIC WORKS FACILITY

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	REMOVAL OF 7' GALVANIZED CHAIN LINK FENCE AND INSTALLATION OF 6' GALVANIZED CHAIN LINK FENCING PER SPECIFICATIONS	LS	1	\$0	\$0
				TOTAL BASE BID	\$0
2	Number of days to complete project upon receipt of Notice to Proceed:	DAYS_____			
3	Shall warranty all materials, labor and workmanship for:	DAYS_____ MONTHS_____ YEARS_____			
4	Shall warranty the galvanized chain link fencing for:	DAYS_____ MONTHS_____ YEARS_____			

This document must be completed and returned with your Submittal

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 the removal and disposal of existing fence, installation of new chain link fencing at the City Public Works Facility, which shall include all labor, materials, and permitting, pursuant to Intent to Bid 21-03 ("ITB 21-03"). This Contract together with ITB 21-03, 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 ITB 21-03, and the Bid Tabulation as submitted by Contractor in Contractor's Proposal, are attached hereto as **Exhibit "1"**. A complete copy of ITB 21-03, 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 term of this Contract shall become effective on the last date the Contract is signed by the Parties ("Effective Date"). Work shall commence upon issuance of a written Notice to Proceed and shall be substantially complete in 60 days, with final completion 90 days thereafter ("Term")

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

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

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

2. City Obligations. In return for the services identified above, the City agrees to compensate the Contractor at the pricing set forth in Exhibit "1," attached hereto, in an amount not to exceed _____ and ____/100 Dollars (\$_____). All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. Contract 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 (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 or rates established for uniform applicability to the general public.

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

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

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

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

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

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

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

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

10. Termination for Non-Appropriation of Funds

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

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

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

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

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

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

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

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

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

Standard Insurance Requirements											
	Insurance	Standards	Additional Requirements								
☒	<u>Workers' Compensation</u> The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept elective exemptions. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit Form Exhibit.	<table><tr><td><u>Contract Amount</u></td><td><u>Limits</u></td></tr><tr><td>Up to \$10 million</td><td>Statutory/\$500,000</td></tr><tr><td>\$10 - \$20 million</td><td>Statutory/\$1,000,000</td></tr><tr><td colspan="2">Contracts over \$20 million To Be Determined by the City.</td></tr></table>	<u>Contract Amount</u>	<u>Limits</u>	Up to \$10 million	Statutory/\$500,000	\$10 - \$20 million	Statutory/\$1,000,000	Contracts over \$20 million To Be Determined by the City.		☐ If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐ If vessels involved, Jones Act coverage with limits of \$500,000 required.
<u>Contract Amount</u>	<u>Limits</u>										
Up to \$10 million	Statutory/\$500,000										
\$10 - \$20 million	Statutory/\$1,000,000										
Contracts over \$20 million To Be Determined by the City.											
☒	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$1,000,000 occurrence \$1,000,000 aggregate	☐ When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.								
☒	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	<u>Limits:</u> Auto Liability Bodily Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate									
Additional Insurance Requirements											

☒	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	Limits: Auto Liability Body Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate	
Additional Insurance Requirements			
☐	Property Insurance Builders Risk. <u>Additional Coverage:</u>	Limits: Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☐	Professional Liability	Limits: Coverage - \$1,000,000	
☐	Installation Floater (IT)	Limits: Coverage - \$ <u>To be determined.</u>	
☐	Contractor Pollution Liability	Limits: Coverage - \$1,000,000	
☐	Errors and Omissions	Limits: Coverage - \$1,000,000	
☐	Umbrella Policy	Limits: Coverage - \$ <u>To be determined.</u>	
☐	Payment and Performance Bond Required	Limits: Coverage - Equal to amount of Contract.	
☒	City Manager waives Payment and Performance Bond for work under \$100,000.00.		
☐	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

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. Inspection

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

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

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

19. Liability for Loss or Damage.

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

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

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

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

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

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

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

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

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

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

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

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

Copy to: City of Port Orange
Attention: Lynn Stevens, Public Works and Utilities Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5750

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.

27. Contract Construction

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

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

[Remainder of this page intentionally left blank]

Witnesses:

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 _____, 20____, by _____ of _____, a _____ corporation. He/She is _____ personally known or _____ produced _____ as identification.

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

FOR INFORMATIONAL PURPOSES ONLY

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Donald O. Burnette, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 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. 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 Quote

Consisting of __ Pages

FOR INFORMATIONAL PURPOSES ONLY



End of Solicitation Documents



"ATTACHMENT 1" ITB SCHEDULE OF UNIT PRICING
BID FORM
CITY OF PORT ORANGE
ITB 21-03

REMOVAL AND INSTALLATION OF NEW FENCE AT THE PUBLIC WORKS FACILITY

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	REMOVAL OF 7' GALVANIZED CHAIN LINK FENCE AND INSTALLATION OF 6' GALVANIZED CHAIN LINK FENCING PER SPECIFICATIONS	LS	1	\$0	\$0
				TOTAL BASE BID	\$0
2	Number of days to complete project upon receipt of Notice to Proceed:	DAYS _____			
3	Shall warranty all materials, labor and workmanship for:	DAYS _____ MONTHS _____ YEARS _____			
4	Shall warranty the galvanized chain link fencing for:	DAYS _____ MONTHS _____ YEARS _____			



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

January 13, 2021

ITB #21-03 Removal and Installation of New Fence at the Public Works Facility

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated December 16, 2020 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

A. CLARIFICATIONS:

The existing fence and new fence estimated length is 1,450 LF, not 1,075 LF as stated in the scope.

B. CHANGES TO SPECIFICATIONS:

None

C. QUESTIONS AND ANSWERS:

Question No.1: Will the City be staking out the property line?

Answer: The new fence will be installed in the same exact location as the existing fence.

Question No.2: Do we (contractor) leave the site open for a few days?

Answer: Per Section 6, page 43, Safety as reads in part: "Contractor will secure the site after the existing fencing is removed and until the new fencing is installed".

Question No.3: Do we (contractor) take down the fabric and fencing down?

Answer: Yes

Question No.4: Just to clarify the fence line is the line outlined in red only.

Answer: Yes, as shown on page 13.

Question No.5: Will there be any tree removal needed or just the fence and maybe some light brush?

Answer: Yes, some light brush and stumps possibly.

Question No.6: Is there any barbed wire going on top? or just 6' chain link

Answer: No. Just 6' chain link fence.

Question No.7: What is the fabric selvage? KK of KT?

Answer: Standard KK.

Question No.8: The scope says you want the concrete to have a 28-day cure, does that mean after posts are set and concreted you want to wait 28 days before fabric is installed?

Answer: Standard concrete. Can install post then the fence same day.

Question No.9: At the ends and corners do you want brace and truss or just top rail?

Answer: Just the top rail.

Question No.10: Are we just replacing a portion of marked area on page 13 or the whole thing?

Answer: Only replace as indicated by the red line, est. length is 1,450 LF.

Question No.11: Will public works be removing dirt piled on top of existing fence and other debris?

Answer: City of Port Orange Public Works department will remove dirt and debris

Question 12: Will public works be removing stumps and palms grown into existing fence?

Answer: No. The contractor is responsible for removal.

Question No.13: Will this project need to be permitted, and what would the fee be, if any?

Answer: The project requires a permit. The fee is estimated at \$184. 63.

Question 14: After making a site visit, I noticed there's already a lot of openings in the fence. Will we be able to remove all the fence at once, prepare the line and then install, or is it to be done in sections?

Answer: All at once is fine.

Question 15: Is that an active railroad track alongside the property? Will we be able to work on the outside of the property where there are no vehicles, drainage swales, and other obstructions in the way?

Answer: Yes, it is active but there should be plenty of working room.

In all other respects, except as specifically stated herein, the subject ITB #21-03 Removal and Installation of New Fence at the Public Works Facility remains unchanged.

END OF ADDENDUM NO. #1

Joseph Castro

Buyer

jcastro@port-orange.org



CITY OF PORT ORANGE

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

ADDENDUM NO. # 2

January 13, 2021

ITB #21-03 Removal and Installation of New Fence at the Public Works Facility

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated December 16, 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:

Question No.9: At the ends and corners do you want brace and truss or just top rail?

Answer: Just the top rail.

The answer to question number 9, Addendum No.1, reads: **"Just the top rail"** shall now read: **"The drawing is a standard design. Bracing may be required while tensioning the fence if the contractor sees deflection"**.

CHANGES TO SPECIFICATIONS:

None

B. QUESTIONS AND ANSWERS:

None

In all other respects, except as specifically stated herein, the subject ITB #21-03 Removal and Installation of New Fence at the Public Works Facility remains unchanged.

END OF ADDENDUM NO. #2

Joseph Castro
Buyer
jcastro@port-orange.org



NOTICE OF INTENT TO AWARD

ITB # 21-03

REMOVAL AND INSTALLATION OF NEW FENCE AT THE PUBLIC WORKS FACILITY

Date February 3, 2021

On January 20, 2021, Purchasing received seven (7) bid submittals for ITB # 21-03, Removal and Installation of New Fence at The Public Works Facility.

After review of the responses, City Staff has made a recommendation to award to the lowest responsive and responsible bidder, Sterling Enterprises of Lake Helen, FL 32744 for the total amount of \$26,300.00.

The recommendation will be presented for City Council approval on March 16, 2021.

Joseph Castro
Buyer



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/05/2021

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

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

PRODUCER FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060		CONTACT NAME: CLIENT CONTACT CENTER PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664 E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM	
INSURED STERLING ENTERPRISES, L.L.C. PO BOX 714 LAKE HELEN, FL 32744-0714		INSURER(S) AFFORDING COVERAGE INSURER A: FEDERATED MUTUAL INSURANCE COMPANY INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
154-067-3		NAIC # 13935	

COVERAGES

CERTIFICATE NUMBER: 151

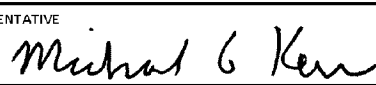
REVISION NUMBER: 0

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	6052666	08/01/2020	08/01/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) EXCLUDED PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPI/OP AGG \$2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	6052666	08/01/2020	08/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION	N	N	6052667	08/01/2020	08/01/2021	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N / A	Y	6052672	08/01/2020	08/01/2021	☒ 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)
SEE ATTACHED PAGE

CERTIFICATE HOLDER**CANCELLATION**

154-067-3 CITY OF PORT ORANGE 1000 CITY CENTER CIR PORT ORANGE, FL 32129-4144	151 0 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2016/03)

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ADDITIONAL REMARKS SCHEDULE

AGENCY FEDERATED MUTUAL INSURANCE COMPANY		NAMED INSURED STERLING ENTERPRISES, L.L.C. PO BOX 714 LAKE HELEN, FL 32744-0714
POLICY NUMBER SEE CERTIFICATE # 151.0		
CARRIER SEE CERTIFICATE # 151.0	NAIC CODE	EFFECTIVE DATE: SEE CERTIFICATE # 151.0

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

RE: REMOVAL AND INSTALLATION OF NEW FENCE AT THE PUBLIC WORKS FACILITY 407 VIRGINIA AVE. PORT ORANGE, FL 32127
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - OWNERS,
LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU ENDORSEMENT FOR
GENERAL LIABILITY.
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED BY CONTRACT
ENDORSEMENT FOR BUSINESS AUTO LIABILITY.
INSURANCE PROVIDED BY THE GENERAL LIABILITY COVERAGE IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE.
INSURANCE PROVIDED BY THE BUSINESS AUTO LIABILITY IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE.
GENERAL LIABILITY CONTAINS A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER SUBJECT TO THE CONDITIONS
OF THE BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY ENDORSEMENT.
BUSINESS AUTO LIABILITY CONTAINS A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER SUBJECT TO THE
CONDITIONS OF THE BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY ENDORSEMENT.
WORKERS COMPENSATION CONTAINS A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER WHERE PERMITTED BY
STATE STATUTE.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY -
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A.** The following is added to the **Other Insurance Condition** in the Business Auto Coverage Form and the **Other Insurance - Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

- B.** The following is added to the **Other Insurance Condition** in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED BY CONTRACT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. WHO IS AN INSURED for "bodily injury" and "property damage" liability is amended to include:

Any person or organization other than a joint venture, for which you have agreed by written contract to procure bodily injury or property damage "auto" liability insurance arising out of operation of a covered "auto" with your permission. However, this additional insurance does not apply to:

- (1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
- (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
- (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
- (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
- (5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

B. The coverage extended to any additional insured by this endorsement is limited to, and subject to all terms, conditions, and exclusions of the Coverage Part to which this endorsement is attached.

In addition, coverage shall not exceed the terms and conditions that are required by the terms of the written agreement to add any insured, or to procure insurance.

C. The limits of insurance applicable to such insurance shall be the lesser of the limits required by the agreement between the parties, or the limits provided by this policy.

D. Additional exclusions. The insurance afforded to any person or organization as an insured under this endorsement does not apply:

1. To "loss" which occurs prior to the date of your contract with such person or organization;
2. To "loss" arising out of the sole negligence of any person or organization that would not be an insured except for this endorsement.
3. To "loss" for any leased or rented "auto" when the lessor or his or her agent takes possession of the leased or rented "auto" or the policy period ends, whichever occurs first.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

In the event of any payment for a loss under this Business Auto Coverage Part arising out of your ongoing operations, we agree to waive our rights under the TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US condition against any person or organization, its subsidiaries, directors, agents or employees, for which you have agreed by written contract, prior to the occurrence of any loss, to waive such rights, except when the payment results from the sole negligence of that person or organization, its subsidiaries, directors, agents or employees.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY -
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II - Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

FEDERATED INSURANCE COMPANIES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST
OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV - **Conditions**:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard", except when the payments result from the sole negligence of that person or organization. We waive this right only when you are required to do so by written contract or agreement with that person or organization, executed by you prior to the occurrence of any loss.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement, effective on 08/01/2020 at 12:01 A.M. standard time, forms a part of

Policy No. 6052672

Issued to Sterling Enterprises, L.L.C.

Issued by Federated Mutual Insurance Company

Endorsement No. 1

Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

This waiver applies to any person or organization for which the Named Insured has agreed by written contract, prior to loss, to furnish this waiver.

If work is performed in Missouri, this waiver does not apply to any construction group of classifications as designated by the Waiver of Our Right to Recover from Others rule in our manual.

This waiver does not apply to the states of Kentucky, Louisiana, New Hampshire, New Jersey, New York, North Carolina, or Wisconsin.



CITY OF PORT ORANGE

Vendor Application and Agreement

City of Port Orange

Attn: Purchasing Division

(386) 506-5718

PurchDiv@port-orange.org

1000 City Center Circle

Port Orange, FL 32129

Please complete the following information:

Name of Individual or Business: Sterling Enterprises, L.L.C.

Payment Remit to Name: Sterling Enterprises, L.L.C.

Contact Person and Title: Tracie Estes, Office Manager or Ryan Wilkins, President

Phone Number: 386-532-2100

Fax Number: 386-228-2021

Email Address: tracie@sterlingenterprisesllc.com or ryan@sterlingenterprisesllc.com

Taxpayer Identification Number (TIN): 20-0745205

Tax Classification:

☐ Individual/Sole Proprietor/Single Member LLC

☐ Partnership

☐ Other (Explain) _____

☒ S Corporation

☐ C Corporation

☐ Trust/Estate

Current W-9 Attached (Required) ☒ Yes

☐

Type of Commodity/Services Fencing and gates

Does your company accept Purchasing Cards (i.e. Visa)? ☐ Yes ☒ No

Permanent Address:

Address 230 N Summit Ave

City Lake Helen

State FL

Zip Code 32744

Remit to Address (if different from above):

Address PO Box 714

City Lake Helen

State FL

Zip Code 32744

Please inform the Purchasing Division of all address, contact information and insurance changes.

PURCHASING GENERAL TERMS AND CONDITIONS

The City objects in advance to the inclusion of any additional terms and conditions proposed by the vendor in its acceptance or acknowledgement of any order. The inclusion of terms and conditions, or reference thereto, by the vendor shall be of no significance, shall not be binding on the City, and the City's acceptance of the vendor's goods or services shall not be deemed as acceptance of such terms and conditions. The terms and conditions contained in a Supplemental Document, as defined hereinafter, to the Purchase Order shall only control if and when a Supplemental Document to the Purchase Order 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 vendor 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 as to include invitation to bid, proposal, quote, and contract.** Unless otherwise stated on the face of a purchase order, the following terms and conditions shall apply:

1. ACCEPTANCE. The Purchase Order ("PO") issued by the City of Port Orange ("the City") and made apart hereof by reference, becomes a binding contract, subject to the terms and conditions set forth herein, upon confirmation of the PO by the Vendor; or by the commencement of the work set forth in the PO; or by acceptance of payment for the work set forth in the PO. Any change, addition or modification to the terms set forth on the face of the PO must be agreed to in writing by the City.

2. ASSIGNMENT. Neither the PO nor any interest under such PO may be assigned by Vendor without the prior written consent of City.

3. CHANGES. City shall have the right at any time to make changes in drawings, designs, specifications, materials, packaging, time and place of delivery and method of transportation. If any such changes cause an increase or decrease in the costs or the time required for Vendor's required performance, an equitable adjustment will be made and the PO will be modified, in writing, accordingly.

4. COMPLIANCE WITH LAWS. Vendor warrants that all goods and services applicable under the PO will have been produced, sold, delivered and furnished in strict compliance with all applicable Federal and State laws and regulations. Vendor shall execute and deliver such documents as may be required to effect or to evidence compliance. All laws and regulations required in agreements of this character are incorporated by this reference.

5. FREIGHT. Vendor shall ensure that shipper complies with the shipping terms and instructions stated on the face of the PO. Failure to accurately follow the shipping terms and instructions as stated may result in one of the following: (i) a chargeback for any freight cost increase; or (ii) a chargeback for the full cost of the freight.

6. INSPECTION.

- a. All goods and/or services, purchased are subject to City's inspection, test and approval at destination, whether or not prior payments have been made or inspections have been performed by the City. All goods and/or services not in accordance with specifications may be rejected and held subject to shippers' orders. Shipper must pay all expenses, including freight both ways, on rejected goods.
- b. If goods and/or services provided hereunder are rejected, in whole or in part by the City by reason of the Vendor's failure to comply with any of the terms, conditions and/or specifications contained herein and on the face of the PO, City, after notifying Vendor in writing may (i) return the rejected portion of such goods and/or services to Vendor at Vendor's expense or hold the same for such disposal as Vendor shall indicate, without invalidating the remainder of the PO; (ii) may reject the

entire shipment of goods and cancel the PO for any undelivered goods; or (iii) to cause Vendor to pay City promptly for expenses incurred in remedying the defective or nonconforming goods and/or services (including without limitation, the purchase of substitute (or functionally equivalent) goods and/or services), or to cause Vendor, at Vendor's expense, to expeditiously replace, upgrade, or repair any defective or rejected goods. If the option set forth in (i) is exercised, City may, in its discretion, reduce the quantity specified in the PO by the number of goods and/or services returned or rejected.

7. INDEMNIFICATION. The City reserves the right to add in a Supplemental Document, as previously defined to include invitation to bid, proposal, quote, and contract, the following clause or substantially similar language:

Vendor 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 Vendor during the performance of the contract, whether direct, or indirect, and whether to any person or property to which the City or said parties may be subject, except that neither the Vendor 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 by or resulting from the sole negligence of City or any of its officers, agents, or employees.

8. INTELLECTUAL PROPERTY INDEMNIFICATION. Vendor warrants that there has been no violation or infringement of any copyright, trade name, trademark, patent or related intellectual property right, as a result of manufacturing, producing or selling the goods. Vendor further agrees to defend and indemnify City, its officers, agents and employees from all claims, expenses and liabilities arising from any actual or alleged intellectual property violation or infringement.

9. INSURANCE. THE DEPARTMENT HEAD HAS THE RIGHT TO WAIVE CERTAIN INSURANCE REQUIREMENTS AND SHALL PROVIDE THE WAIVER WITH THE REQUEST FOR PURCHASE ORDER. IF INSURANCE IS REQUIRED, THE FOLLOWING TERMS SHALL APPLY:

Vendor shall maintain all insurance as required by the City. Vendor shall provide to the City a certificate of insurance evidencing coverage and identifying the City as an additional insured. Failure of the Vendor to provide a certificate of insurance shall not relieve the Vendor from its responsibility to maintain the insurance coverage required by the City. The certificates shall clearly indicate that the Vendor has obtained insurance of the type, amount and classification required by the City. 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. For worker's compensation coverage, the Vendor's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the City as an additional insured for Workers' Compensation. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

Vendor shall not commence work until the City has received a certificate or certificates of insurance and endorsements evidencing the required insurance. Vendor 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. If insurance policies required are not provided to the City within thirty (30) days of the date requested, this Vendor Application and Agreement may be terminated.

10. INVOICING. Vendor agrees to submit an invoice with each shipment showing the PO number. All invoices should be issued to the City c/o Accounts Payable. The discount period of any cash discounts available to the City will commence on the date of the invoice. When freight is prepaid by Vendor, Vendor must show freight charges separately; before adding freight charges, and submit a copy of the freight bill with the invoice. No allowance will be made for boxes, reels, drums or other returnable containers unless so stated on the face of the PO and invoiced separately.

11. JURISDICTION AND VENUE. For any suit or proceeding to enforce the provisions of the PO, Vendor irrevocably consents to the jurisdiction of the Courts of the State of Florida. Furthermore, Vendor agrees that the PO will be interpreted, construed and enforced in all respects in accordance with the laws of the State of Florida, without giving effect to its principles of conflicts of law.

12. OVERSHIPMENT. Quantities in excess of that shown on the face of the PO, if rejected, will be returned to Vendor at Vendor's risk and expense. Any excess quantities that City accepts will be billed at the PO price.

13. TERMINATION. City reserves the right to cancel all or any part of the PO without penalty.

14. TIME. Time is of the essence of the PO. The City reserves the right to cancel the PO (or any portion) without penalty in the event that deliveries are not made within the specified time, without liability for deliveries previously made and accepted by City.

15. TITLE. Unless the face of the PO provides for the City's assumption of ownership at the point of shipment, title to the goods purchased under the PO remains with the Vendor until such goods are off-loaded at the City facility or site specified on the face of the PO; provided, however, that in all cases, Vendor shall bear all risks of loss or damage in transit until such goods are delivered to City's facility or site and accepted by City or its designee.

16. WARRANTY. Vendor expressly warrants that all goods, services, workmanship, and title furnished and/or delivered pursuant to the PO and the terms and conditions stated herein will be free from defects in material, workmanship and title. Further Vendor warrants all goods and/or services will conform in all respects to all applicable specifications, drawings, and shall be fit for its intended use and service. All goods and/or services shall be new and not secondhand, of good quality and free from defects whether latent or patent in material or workmanship; all material and workmanship is warranted for a minimum of one (1) year from date of acceptance by City unless otherwise stipulated herein. Upon notification by City, Vendor shall correct any defect either by repair or replacement of the defective goods subject to the approval of the City, at Vendor's expense, provided that City's continued use of said defective goods pending repair or replacement shall not constitute a waiver by City under the PO. Further warrants that all goods and/or services covered by the PO meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-956) and its regulations in effect as of the date of the PO. These warranties shall survive acceptance of and payment for the goods and/or services furnished.

17. PAYMENT. Vendor agrees that payment will be made subject to "Local Government Prompt Payment Act", Sections 218.70-218.74, Florida Statutes, and in accordance with the City's policies and procedures, including but not limited to the requirement that Vendor shall be required to maintain a Current Vendor Application on file with the City. Prior to release of payment, Vendor shall be required to make current the vendor application on file with the City. For purposes set forth herein, a "Current Vendor Application" shall include the following: 1) an updated, completed, and executed current vendor application; 2) proof of current and updated insurance, if required; 3) updated and completed W-9, and 4) any other documentation that may be required by the City or otherwise required by law.

18. PUBLIC RECORDS COMPLIANCE. Vendor shall also be defined as to include the term set forth in Chapter 119.0701(1)(a), Florida Statutes. Vendor 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 records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter 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 and following completion of the contract if the Vendor does not transfer the records to the City.
- (d) Upon completion of the Contract, Vendor shall transfer to the City, at no cost, all public records in possession of the Vendor 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.
- (e) Comply with the City's request for records within a reasonable time. Failure to comply with the City's request for records within a reasonable time may subject Vendor to penalties set forth in Chapter 119.10, Florida Statutes.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT 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. SEVERABILITY. Vendor understands and agrees that if any provision, term, or condition stated herein or on the face of the PO is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Vendor and the City shall be construed and enforced as if the PO and this Vendor Application and Agreement did not contain the particular provision, term or condition held to be invalid.

20. COUNTERPARTS; FACSIMILE SIGNATURES. This Vendor Application and 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. Any party may effect the execution and delivery of this Vendor Application and Agreement by signing the same and sending a copy thereof to the City by facsimile, email or other electronic mean and so executed, shall have the full force and effect as an original.

*REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY
[SIGNATURES FOLLOW ON NEXT PAGE]*

ACKNOWLEDGEMENT AND AUTHORIZATION

Vendor acknowledges, authorizes, and agrees to the following:

1. The Vendor, as also defined to include principals and officers authorized to legally bind and obligate the Vendor for purposes set forth herein, does hereby certify under penalty of law that this Vendor Application and Agreement and all attachments provided are correct and were prepared under Vendor direction or supervision. Furthermore, Vendor is legally authorized to sign this Vendor Application and Agreement and by such execution does hereby approve and accept all of the terms and conditions contained herein.
2. The Vendor does hereby certify that Vendor has read and understands the Vendor Application and Agreement and Purchasing General Terms and Conditions contained herein.
3. The Vendor does hereby certify that no person (or concern) in connection with the Vendor, so far as is known, is disqualified from public contracting or purchasing from any agency of the federal government, State of Florida or City of Port Orange. Vendor further certifies that Vendor will notify the City of Port Orange should any person (or concern) in connection with the Vendor, so far as is known, becomes disqualified while Vendor contracts with the City of Port Orange.
4. Vendor acknowledges and agrees to be bound by the terms and conditions set forth in the Current Vendor Application form approved by the City Finance Director, posted on the City's website, www.port-orange.org, as of the date of issuance on the face of the PO and as otherwise referenced herein. Furthermore, it shall be the Vendor's responsibility to maintain a current Vendor Application, as defined in Section 16 of this Vendor Application and Agreement, on file with the City. **Vendor agrees that the City is not required to make payment until the current Vendor Application is filed.**

Name of Vendor: Sterling Enterprises, L.L.C.

Signature: _____

Printed Name: Ryan Wilkins

Title: President

Date: 02/05/2021

Please return the completed Vendor Application and Agreement along with the required documentation to:

City of Port Orange

Attn: Purchasing Division

1000 City Center Circle

Port Orange, FL 32129

Or email: PurchDiv@port-orange.org

Any questions, please call the Purchasing Division at (386) 506-5718.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 3/16/2021

Consent item: Yes

SUBJECT: (C10d) Approval of Task Authorization No. 29 to Mead & Hunt, Inc. for Construction Engineering Services for the Ridgewood Water Main Improvements from Farmbrook to Niver Street

DEPARTMENT: Public Utilities

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Task Authorization No. 29 under the Master Contract for Engineering with Mead & Hunt, Inc for the Construction Administration and Engineer of Record services relating to the Ridgewood Avenue Water Main Improvements from Farmbrook Road to Niver Street for an amount not to exceed \$28,228.00.

SUMMARY: The Public Works & Utilities Department is requesting Council approve Task Authorization No 29 under the Master Contract for Engineering with Mead & Hunt, Inc for the Construction Administration and Engineer of Record services relating to the Ridgewood Avenue Water Main Improvements from Farmbrook Road to Niver Street for an amount not to exceed \$28,228.00

The existing water distribution system located along Ridgewood Avenue from Farmbrook Road to Niver Street is undersized for adequate fire protection and nearing the end of its service life cycle. The water mains along Ridgewood Avenue are undersized and flow rate capacities have been reduced due to internal pipe tuberculation.

The proposed water mains will be upsized, and hydrants will be added to provide adequate fire flow to meet the latest fire protection standards. Additionally, the water system valve logic will be improved to aid future system maintenance and system control during water main breaks and preventative maintenance activities.

An upgraded water distribution system along this section of Ridgewood may also help with redevelopment of this area. This project will consist of replacing and upsizing approximately 2,800 LF of aging 2" galvanized pipe water distribution mains with 6" PVC mains, adding fire hydrants, and replacing all existing water services from the water main to the customers water meter.

The Public Works & Utilities Department is requesting Task Authorization No 29 to Mead and Hunt, Inc. be issued for a term of 365 days from the Notice to Proceed (NTP) and for the authorized spending amount not to exceed \$28,228.00.

Project Funding Account No.: Fund: 401 - Water and Sewer System, Cost Center:
No.: UR Water and Sewer, Program: W/S Distribution, Spend Category: Water-

Presenter: Lynn Stevens

ATTACHMENTS:

1.	Mead and Hunt - Task Authorization No 29 - Ridgewood Water Main Improvements Farmbrook to Niver	Mead and Hunt - Task Authorization No 29 - Ridgewood Water Main Improvements Farmbrook to Niver.pdf
2.	Dept Justification Memo - Mead and Hunt Task No 29 - Ridgewood WM Impv	Dept Justification Memo - Mead and Hunt Task No 29 - Ridgewood WM Impv.docx
3.	EX FORM - Mead and Hunt Task 29	EX FORM - Mead and Hunt Task 29.docx
4.	Ridgewood WM Improvments CEI Services Proposal rev 1.14.21	Ridgewood WM Improvments CEI Services Proposal rev 3.4.21.pdf
5.	COI Mead Hunt prof liab to 10 25 2021 and all other to 12 1 2021	COI Mead Hunt prof liab to 10 25 2021 and all other to 12 1 2021.pdf
6.	Funding Information	Funding Information.pdf

Julia Wiggins	Created/Initiated - 2/18/2021
Kynah Cockcroft	Approved - 2/19/2021
Julia Wiggins	Approved - 2/19/2021
Richard Colby	Approved - 2/19/2021
Junos Reed	Approved - 2/19/2021
Steve Parnell	Approved - 2/19/2021
Lynn Stevens	Approved - 2/19/2021
Lupe Reyna-Coffin	Approved - 3/4/2021
Scott Neils	Approved - 3/4/2021
Matthew Jones	Approved - 3/8/2021
Jamie Miller	Approved - 3/8/2021
Robin Fenwick	Final Approval - 3/9/2021

TASK AUTHORIZATION NO. 29
Master Contract for Engineering Services dated March 17, 2015
Between the City of Port Orange, Florida and Mead and Hunt, Inc.
Pursuant to merger with Quentin L. Hampton Associates, Inc.

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **Mead and Hunt, Inc. Pursuant to Merger with QUENTIN L. HAMPTON ASSOCIATES, INC.**, a Wisconsin corporation with its principal place of business at 2440 Deming Way, Middleton, Wisconsin 53562-1562 ("Engineer"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract for Engineering Services dated March 17, 2015, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and, in the Contract, agree as follows:

1. This Task Authorization No. 29 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 and Utilities Director, Lynn Stevens, shall perform contract administration for this **Task Authorization No 29**, and may be contacted at (386) 506-5750.
3. In addition to all other terms and conditions contained in the Contract, Engineer shall provide services relating to **Construction Administration and Engineer of Record services relating to Ridgewood Avenue Water Main Improvements from Farmbrook Road to Niver Street**; as more particularly described in the Scope of Services attached hereto and incorporated as **Task Authorization No 29 Exhibit "A."**
4. Engineer shall complete the task within three hundred sixty-five (365) days from the issuance of a written Notice to Proceed.
5. In return for the services identified above, the City agrees to compensate Engineer at the prices set forth in **Task Authorization No 29 Exhibit "A"** attached hereto and made a part hereof for all purposes, subject to a limit not to exceed **Twenty-Eight Thousand Two Hundred Twenty-Eight and 00/100 Dollars (\$28,228.00)**. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.
6. This Task Authorization may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Engineer and the City until the City signs this Task Authorization.

[Remainder of this page intentionally left blank]

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

Witnesses:

**MEAD AND HUNT, INC. PURSUANT TO MERGER WITH
QUENTIN L. HAMPTON ASSOCIATES, INC.**

Printed Name: _____

By: _____
Brad T. Blais, Vice President

Printed Name: _____

Date: _____

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Donald Burnette, Mayor

Printed Name: _____

Date: _____

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____

[CA 4619]



March 4, 2021

Junos Reed, P.E.
Utilities Engineering and Construction Manager
City of Port Orange
1000 City Center Circle
Port Orange, FL 32127

Email: jureed@port-orange.org
Hard Copy Mailed Only on Request

**RIDGEWOOD WATER MAIN IMPROVMENTS - FARMBROOK RD TO NIVER ST.
CONSTRUCTION ENGINEERING SERVICES
SCOPE OF SERVICES AND FEE ESTIMATE**

Dear Mr. Reed:

In accordance with your request, we are pleased to offer the enclosed scope of work and fee estimate for Construction Engineering (CE) services on the above referenced project. The attached proposal details specific tasks to be completed and estimated fees.

The CE services proposed include construction contract administration for the duration of the project.

Thank you for this opportunity to continue to be of service. If you have any questions or require additional information, please contact me.

Sincerely,
MEAD & HUNT

A blue ink signature of Andrew M. Giannini.

Andrew M. Giannini, P.E.
Senior Project Manager

A blue ink signature of David A. King.

David A. King, P.E.
Vice President/Business Unit Leader

Enclosure: Scope of Services, Estimated Manhour and Fee Estimate

**CITY OF PORT ORANGE
RIDGEWOOD WATER MAIN IMPROVEMENTS FARMBROOK RD TO NIVER ST.
CONSTRUCTION ENGINEERING PHASE SERVICES
SCOPE OF SERVICES**

This Scope of Services is in conformance with the Professional Continuous Utility Engineering Consulting Services Contract RFQ #14-23 between the City of Port Orange (CITY) and Mead & Hunt (CONSULTANT) dated March 17, 2015.

PROJECT DESCRIPTION

The project includes replacement of substandard water mains and associated fittings, valves and fire hydrants on Ridgewood Avenue between Farmbrook Road and Niver Street. The work will consist of the following:

- Replacement of approximately 2,800 lineal feet of 2" galvanized pipe or cast-iron pipe and all associated fittings, valves, and fire hydrants with 6" polyvinyl chloride piping (PVC), high-density polyethylene (HDPE), and/or ductile iron pipe (DIP) within the project area.
- New water service lines will be installed as part of this scope of work. Existing service lines and meters will be replaced.
- New fire hydrants will be added per CITY Code of Ordinances and/or Fire Department, latest standards.

SCOPE OF SERVICES

After receipt of authorization to proceed, CONSULTANT will provide the following services:

PHASE 1 – CONSTRUCTION CONTRACT ADMINISTRATION

CONSULTANT will provide the following construction contract administration services during construction to the CITY.

1.1 Pre-Construction Meeting

CONSULTANT will prepare for and conduct a pre-construction meeting with the CITY and the contractor as required by the contract documents. The purpose of the meeting will be to present the Notice to Proceed (NTP) and define responsibilities, review project administrative requirements, and receive the contractor's plan to complete the work. It is typical that issues of safety requirements, contractor and staff contact information, submittals, permitting, schedule, work hours, staging areas, payment schedules, and startup considerations will be discussed. CONSULTANT will distribute meeting summary to meeting attendees.

Deliverables:

- Meeting agenda and summary
- Associated relevant documents (i.e. submittals, shop drawings, etc.)

1.2 Progress Meetings

CONSULTANT will lead up to eight (8) construction progress meetings upon contractor mobilization to monitor project progress and identify/resolve project issues. CONSULTANT will prepare and distribute an agenda and meeting summaries for each meeting. Immediately before or after the meetings, the CONSULTANT will visit site to observe the current work progress.

Deliverables:

- Progress meeting agendas and summaries
- Associated relevant documents

1.3 Shop Drawing Review

The contractor will prepare shop drawings of selected materials and components of the work as specified in the contract documents. These shop drawing submittals (up to 10) will be reviewed by CONSULTANT for compliance with the design concept and contract requirements. As part of this task, CONSULTANT will determine the acceptability of substitute materials (if applicable) and equipment proposed by the contractor.

CONSULTANT will maintain a log of submittals to include submittal number, subject, date received, reviewer, action taken, and date returned. If during the shop drawing review process the contractor requests substitute materials and/or equipment, CONSULTANT will provide a recommendation on the submittal to the CITY.

Deliverables:

- Shop drawing review packages
- Shop drawing log

1.4 Requests for Information (RFI's)

CONSULTANT will receive and respond to contractor RFI's (up to five (5)) or request for clarification of the contract documents or design intent. CONSULTANT will interpret the meaning of the contract documents and will provide required clarifications or explanations of the design intent and requirements. CONSULTANT will also prepare and maintain a log of received requests, noting the date received, subject, resolution and date response was returned to the contractor. Reviews and replies will be in writing.

Deliverables:

- RFI response packages
- RFI response log

1.5 Field/Change Orders

CONSULTANT will prepare, issue, and coordinate up to five (5) field orders, work directives, Interim Field Change Agreements (IFCA's) and change orders in coordination with the CITY. CONSULTANT will

maintain a log of field changes and pending changes. CONSULTANT will assist CITY during negotiations of contractor cost proposals and will provide recommendations to the CITY.

Deliverables:

- Field and change order packages and supporting documentation
- Field and change order log

1.6 Pay Application Review and Approval

CONSULTANT will review up to eight (8) monthly payment applications from the contractor and provide a written recommendation for payment to the CITY based on construction progress. As part of this task, CONSULTANT will review pay application supporting documentation, including updated construction schedules, as-built drawings, stored materials, release of liens, and as approved change/field orders.

Deliverables:

- Monthly pay requests and approvals

1.7 Project Closeout

CONSULTANT will complete the construction project closeout with the completion/preparation of the following:

- Participate in a substantial completion inspection and prepare punchlist of work in need of completion and correction
- Participate in a final completion inspection
- Review final as-built drawings, produce record drawings utilizing contractor prepared as-builts.
- Submission of construction completion certifications to FDOT and Volusia County Health Department

ASSUMPTIONS

This scope of services and fee estimate is based on the following assumptions:

- CITY will coordinate construction contract execution, issue notice to proceed and complete contract closeout with contractor
- CITY will provide inspection services, including monthly verification of quantities of completed work for all construction contract unit cost work
- CITY and/or contractor will provide construction and material testing, including water main bacteriological testing
- Construction duration is estimated to be eight (8) months.
- The City desires this task assignment to have a duration of twelve (12) months.

EXCLUSIONS

The scope of work does not include any effort not listed above and specifically construction material testing, easement acquisition, title search services, public information services and construction claim dispute/resolution assistance.

SCHEDULE

CONSULTANT will strive to complete the work per the following schedule:

Phase/Task	Duration to Complete	Starting upon
<i>Phase 1 – Construction Administration</i>	<i>12 months</i>	<i>Notice to Proceed</i>

COMPENSATION

The work described under the Scope of Services will be performed for the lump sum amount of **Twenty-Eight Thousand, Two Hundred Twenty-eight and 00/100 Dollars (\$28,228.00)**. The above fee/cost is based on the following breakdown:

Phase/Task	Fee/Cost	Basis
<i>Phase 1 – Construction Administration</i>	<i>\$27,728.00</i>	<i>Lump Sum</i>
<i>Phase 2 – Printing/Reimbursables</i>	<i>\$500.00</i>	<i>Allowance</i>
Total	\$28,228.00	

AUTHORIZATION:

The scope of services and compensation stated in this proposal are valid for a period of thirty (30) days from date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by CONSULTANT.

“PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF MEAD & HUNT INC., MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.”

IF THE CONTRACTOR (MEAD & HUNT, INC.) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S (MEAD & HUNT, INC.’s) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT (PROPOSAL), CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY HALL, CITY OF PORT ORANGE, 1000 CITY CENTER CIRCLE, PORT ORANGE, FL 32129, City Clerk, Robin Fenwick, (386) 506-5566, rfeenwick@port-orange.org.



RIDGEWOOD WATER MAIN IMPROVMENTS FARBROOK RD TO NIVER ST.
 CONSTRUCTION ENGINEERING & INSPECTION (CEI) SERVICES
 ESTIMATED MANHOUR SCHEDULE
 PREPARED ON MARCH 4, 2021

Phase Reference	Description	Senior Associate, Principal	Project Engineer (hours)	Technician III (hours)	Engineer III (hours)	Administrative Assistant (hours)	Technician (hours)	Total Task (\$)	
	Hourly Rate	\$196.00	\$156.00	\$127.00	\$124.00	\$92.00	\$140.00	See Below	
1	Construction Administration								
	Pre-Construction Meeting	4	4	0	0	2	0	\$ 1,592.00	
	Progress Meetings/Field Visits (Assume 8 prog mtgs & 6 field visits)	4	24	0	0	26	0	\$ 6,920.00	
	Shop Drawing Review (up to 10)	0	4	0	0	8	20	\$ 4,160.00	
	Requests for Information (up to 5 RFI's)	2	15	0	0	10	0	\$ 3,652.00	
	Respond to and Process Field Orders/Change Orders (up to 5)	2	15	0	0	10	0	\$ 3,652.00	
	Pay Application Review and Approval (assume 8 Pay Apps)	0	8	0	0	16	0	\$ 2,720.00	
	Project Closeout	2	4	8	16	8	2	\$ 5,032.00	
	TOTAL ALL TASKS	14	74	8	16	80	22	\$ 27,728.00	
						Subs/Reimbursables		\$ 500.00	
2	Subconsultant/Reimbursables Breakdown:					GRAND TOTAL			\$ 28,228.00
	Description	Amount							
	Printing/Reproduction	\$ 500.00							
	Total	\$ 500.00							

- Notes:
1. A maximum of five (5) RFIs will be responded to.
 2. A maximum of five (5) field changes / change orders will be executed
 3. It is assumed that the project duration will be 8 months.
 4. It is assumed that eight (8) pay requests will be processed



City of Port Orange Public Utilities and Works Department

TO: Jamie Miller, Interim City Manager

THRU: Lynn Stevens, Public Utilities and Works Director
Steve Parnell, Deputy Director of Public Utilities
Junos Reed, P.E., Public Utilities and Works Engineering and
Construction Manager

FROM: Julia Wiggins, Public Works & Utilities Business Manager

DATE: February 16, 2021

SUBJECT: Mead & Hunt, Inc. – Task Authorization No 29 Ridgewood Avenue Water
Main Improvements Farmbrook Rd to Niver St. Construction Engineering
Services

REQUEST:

The Public Works & Utilities Department is requesting Council approve Task Authorization No 29 under the Master Contract for Engineering with Mead & Hunt, Inc for the Construction Administration and Engineer of Record services relating to the Ridgewood Avenue Water Main Improvements from Farmbrook Road to Niver Street for an amount not to exceed \$28,228.00.

PURPOSE:

This water system improvements project is part of Public Utilities continued effort to upgrade the water distribution system in areas that have ageing and undersized systems and to extend the full life of our existing capital investments.

CONSIDERATION:

The existing water distribution system located along Ridgewood Avenue from Farmbrook Road to Niver Street is undersized for adequate fire protection and nearing the end of its service life cycle. The water mains along Ridgewood Avenue are undersized and flow rate capacities have been reduced due to internal pipe tuberculation.

The proposed water mains will be upsized, and hydrants will be added to provide adequate fire flow to meet the latest fire protection standards. Additionally, the water system valve logic will be improved to aid future system maintenance and system control during water main breaks and preventative maintenance activities.

An upgraded water distribution system along this section of Ridgewood may also help with redevelopment of this area. This project will consist of replacing and upsizing approximately 2,800 LF of aging 2" galvanized pipe water distribution mains with 6" PVC mains, adding fire hydrants, and replacing all existing water services from the water main to the customers water meter.

The Public Works & Utilities Department is requesting Task Authorization No 29 to Mead and Hunt, Inc. be issued for a term of 365 days from the Notice to Proceed (NTP) and for the authorized spending amount not to exceed \$28,228.00.

FUNDING:

Replacement, Water System

Fund: 401

Fund Name: Water & Sewer System

Cost Center: Water and Sewer

Program: Water Sewer Distribution

Spend Category: Water – Capital

Additional Work Tag: Project URP0014

Budget: \$622,381

Actual: \$28,228

RECOMMENDATION:

The Public Works & Utilities Department is recommending Council approve Task Authorization No 29 under the Master Contract for Engineering with Mead & Hunt, Inc for the Construction Administration and Engineer of Record services relating to the Ridgewood Avenue Water Main Improvements from Farmbrook Road to Niver Street for an amount not to exceed \$28,228.00

ANTICIPATED SCHEDULE:

- a) Council Approval: March 16, 2021
- b) Anticipated construction starting in spring of 2021 and estimated completion by winter of 2022.

ATTACHMENTS:

- a) Task Authorization No 29 draft documents
- b) Mead & Hunt Construction Engineering Services proposal for Ridgewood Water Main Improvements – Farmbrook Rd to Niver St.
- c) Funding Information
- d) Current COI

TASK AUTHORIZATION NO 29

EXHIBIT "A"

MEAD AND HUNT, INC.

RIDGEWOOD AVENUE WATER MAIN IMPROVEMENTS
FARMBROOK ROAD TO NIVER STREET

Construction Management
and Engineer of Record Services



March 4, 2021

Junos Reed, P.E.
Utilities Engineering and Construction Manager
City of Port Orange
1000 City Center Circle
Port Orange, FL 32127

Email: jureed@port-orange.org
Hard Copy Mailed Only on Request

**RIDGEWOOD WATER MAIN IMPROVMENTS - FARBROOK RD TO NIVER ST.
CONSTRUCTION ENGINEERING SERVICES
SCOPE OF SERVICES AND FEE ESTIMATE**

Dear Mr. Reed:

In accordance with your request, we are pleased to offer the enclosed scope of work and fee estimate for Construction Engineering (CE) services on the above referenced project. The attached proposal details specific tasks to be completed and estimated fees.

The CE services proposed include construction contract administration for the duration of the project.

Thank you for this opportunity to continue to be of service. If you have any questions or require additional information, please contact me.

Sincerely,
MEAD & HUNT

A blue ink signature of Andrew M. Giannini.

Andrew M. Giannini, P.E.
Senior Project Manager

A blue ink signature of David A. King.

David A. King, P.E.
Vice President/Business Unit Leader

Enclosure: Scope of Services, Estimated Manhour and Fee Estimate

**CITY OF PORT ORANGE
RIDGEWOOD WATER MAIN IMPROVEMENTS FARMBROOK RD TO NIVER ST.
CONSTRUCTION ENGINEERING PHASE SERVICES
SCOPE OF SERVICES**

This Scope of Services is in conformance with the Professional Continuous Utility Engineering Consulting Services Contract RFQ #14-23 between the City of Port Orange (CITY) and Mead & Hunt (CONSULTANT) dated March 17, 2015.

PROJECT DESCRIPTION

The project includes replacement of substandard water mains and associated fittings, valves and fire hydrants on Ridgewood Avenue between Farmbrook Road and Niver Street. The work will consist of the following:

- Replacement of approximately 2,800 lineal feet of 2" galvanized pipe or cast-iron pipe and all associated fittings, valves, and fire hydrants with 6" polyvinyl chloride piping (PVC), high-density polyethylene (HDPE), and/or ductile iron pipe (DIP) within the project area.
- New water service lines will be installed as part of this scope of work. Existing service lines and meters will be replaced.
- New fire hydrants will be added per CITY Code of Ordinances and/or Fire Department, latest standards.

SCOPE OF SERVICES

After receipt of authorization to proceed, CONSULTANT will provide the following services:

PHASE 1 – CONSTRUCTION CONTRACT ADMINISTRATION

CONSULTANT will provide the following construction contract administration services during construction to the CITY.

1.1 Pre-Construction Meeting

CONSULTANT will prepare for and conduct a pre-construction meeting with the CITY and the contractor as required by the contract documents. The purpose of the meeting will be to present the Notice to Proceed (NTP) and define responsibilities, review project administrative requirements, and receive the contractor's plan to complete the work. It is typical that issues of safety requirements, contractor and staff contact information, submittals, permitting, schedule, work hours, staging areas, payment schedules, and startup considerations will be discussed. CONSULTANT will distribute meeting summary to meeting attendees.

Deliverables:

- Meeting agenda and summary
- Associated relevant documents (i.e. submittals, shop drawings, etc.)

1.2 Progress Meetings

CONSULTANT will lead up to eight (8) construction progress meetings upon contractor mobilization to monitor project progress and identify/resolve project issues. CONSULTANT will prepare and distribute an agenda and meeting summaries for each meeting. Immediately before or after the meetings, the CONSULTANT will visit site to observe the current work progress.

Deliverables:

- Progress meeting agendas and summaries
- Associated relevant documents

1.3 Shop Drawing Review

The contractor will prepare shop drawings of selected materials and components of the work as specified in the contract documents. These shop drawing submittals (up to 10) will be reviewed by CONSULTANT for compliance with the design concept and contract requirements. As part of this task, CONSULTANT will determine the acceptability of substitute materials (if applicable) and equipment proposed by the contractor.

CONSULTANT will maintain a log of submittals to include submittal number, subject, date received, reviewer, action taken, and date returned. If during the shop drawing review process the contractor requests substitute materials and/or equipment, CONSULTANT will provide a recommendation on the submittal to the CITY.

Deliverables:

- Shop drawing review packages
- Shop drawing log

1.4 Requests for Information (RFI's)

CONSULTANT will receive and respond to contractor RFI's (up to five (5)) or request for clarification of the contract documents or design intent. CONSULTANT will interpret the meaning of the contract documents and will provide required clarifications or explanations of the design intent and requirements. CONSULTANT will also prepare and maintain a log of received requests, noting the date received, subject, resolution and date response was returned to the contractor. Reviews and replies will be in writing.

Deliverables:

- RFI response packages
- RFI response log

1.5 Field/Change Orders

CONSULTANT will prepare, issue, and coordinate up to five (5) field orders, work directives, Interim Field Change Agreements (IFCA's) and change orders in coordination with the CITY. CONSULTANT will

maintain a log of field changes and pending changes. CONSULTANT will assist CITY during negotiations of contractor cost proposals and will provide recommendations to the CITY.

Deliverables:

- Field and change order packages and supporting documentation
- Field and change order log

1.6 Pay Application Review and Approval

CONSULTANT will review up to eight (8) monthly payment applications from the contractor and provide a written recommendation for payment to the CITY based on construction progress. As part of this task, CONSULTANT will review pay application supporting documentation, including updated construction schedules, as-built drawings, stored materials, release of liens, and as approved change/field orders.

Deliverables:

- Monthly pay requests and approvals

1.7 Project Closeout

CONSULTANT will complete the construction project closeout with the completion/preparation of the following:

- Participate in a substantial completion inspection and prepare punchlist of work in need of completion and correction
- Participate in a final completion inspection
- Review final as-built drawings, produce record drawings utilizing contractor prepared as-builts.
- Submission of construction completion certifications to FDOT and Volusia County Health Department

ASSUMPTIONS

This scope of services and fee estimate is based on the following assumptions:

- CITY will coordinate construction contract execution, issue notice to proceed and complete contract closeout with contractor
- CITY will provide inspection services, including monthly verification of quantities of completed work for all construction contract unit cost work
- CITY and/or contractor will provide construction and material testing, including water main bacteriological testing
- Construction duration is estimated to be eight (8) months.
- The City desires this task assignment to have a duration of twelve (12) months.

EXCLUSIONS

The scope of work does not include any effort not listed above and specifically construction material testing, easement acquisition, title search services, public information services and construction claim dispute/resolution assistance.

SCHEDULE

CONSULTANT will strive to complete the work per the following schedule:

Phase/Task	Duration to Complete	Starting upon
<i>Phase 1 – Construction Administration</i>	<i>12 months</i>	<i>Notice to Proceed</i>

COMPENSATION

The work described under the Scope of Services will be performed for the lump sum amount of **Twenty-Eight Thousand, Two Hundred Twenty-eight and 00/100 Dollars (\$28,228.00)**. The above fee/cost is based on the following breakdown:

Phase/Task	Fee/Cost	Basis
<i>Phase 1 – Construction Administration</i>	<i>\$27,728.00</i>	<i>Lump Sum</i>
<i>Phase 2 – Printing/Reimbursables</i>	<i>\$500.00</i>	<i>Allowance</i>
Total	\$28,228.00	

AUTHORIZATION:

The scope of services and compensation stated in this proposal are valid for a period of thirty (30) days from date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by CONSULTANT.

“PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF MEAD & HUNT INC., MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.”

IF THE CONTRACTOR (MEAD & HUNT, INC.) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S (MEAD & HUNT, INC.’s) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT (PROPOSAL), CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY HALL, CITY OF PORT ORANGE, 1000 CITY CENTER CIRCLE, PORT ORANGE, FL 32129, City Clerk, Robin Fenwick, (386) 506-5566, rphenwick@port-orange.org.



RIDGEWOOD WATER MAIN IMPROVMENTS FARBROOK RD TO NIVER ST.
 CONSTRUCTION ENGINEERING & INSPECTION (CEI) SERVICES
 ESTIMATED MANHOUR SCHEDULE
 PREPARED ON MARCH 4, 2021

Phase Reference	Description	Senior Associate, Principal	Project Engineer (hours)	Technician III (hours)	Engineer III (hours)	Administrative Assistant (hours)	Technician (hours)	Total Task (\$)	
	Hourly Rate	\$196.00	\$156.00	\$127.00	\$124.00	\$92.00	\$140.00	See Below	
1	Construction Administration								
	Pre-Construction Meeting	4	4	0	0	2	0	\$ 1,592.00	
	Progress Meetings/Field Visits (Assume 8 prog mtgs & 6 field visits)	4	24	0	0	26	0	\$ 6,920.00	
	Shop Drawing Review (up to 10)	0	4	0	0	8	20	\$ 4,160.00	
	Requests for Information (up to 5 RFI's)	2	15	0	0	10	0	\$ 3,652.00	
	Respond to and Process Field Orders/Change Orders (up to 5)	2	15	0	0	10	0	\$ 3,652.00	
	Pay Application Review and Approval (assume 8 Pay Apps)	0	8	0	0	16	0	\$ 2,720.00	
	Project Closeout	2	4	8	16	8	2	\$ 5,032.00	
	TOTAL ALL TASKS	14	74	8	16	80	22	\$ 27,728.00	
						Subs/Reimbursables		\$ 500.00	
2	Subconsultant/Reimbursables Breakdown:					GRAND TOTAL			\$ 28,228.00
	Description	Amount							
	Printing/Reproduction	\$ 500.00							
	Total	\$ 500.00							

- Notes:
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 3. It is assumed that the project duration will be 8 months.
 4. It is assumed that eight (8) pay requests will be processed



MEAD&HU-01

MHORSFALL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/11/2020

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

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

PRODUCER Hausmann-Johnson Insurance, Inc. 740 Regent Street 4th Floor PO Box 259408 Madison, WI 53725-9408	CONTACT NAME: Melissa Horsfall	
	PHONE (A/C, No, Ext): (608) 252-9617	FAX (A/C, No):
	E-MAIL ADDRESS: melissa.horsfall@hausmann-johnson.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : The Travelers Indemnity Company of Connecticut	NAIC # 25682
	INSURER B : Charter Oak Fire Insurance Co	25615
	INSURER C : Travelers Property Casualty Company of America	25674
	INSURER D :	
	INSURER E :	
	INSURER F :	

INSURED

Mead & Hunt, Inc.
2440 Deming Way
Middleton, WI 53562-1562

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC ☐ OTHER:	X		6305C656013	12/1/2020	12/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			8101L275575	12/1/2020	12/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0			CUP0K301101	12/1/2020	12/1/2021	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☒ Y ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below		X	UB8J2154321943E -OTH STAT	12/1/2020	12/1/2021	☒ 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)
RE: Master Contract for Engineering Services. When required in written contract the certificate holder is listed as additional insured with respect to commercial general liability and commercial auto liability. Waiver of subrogation applies in favor of the additional insured with respect to workers compensation. 30 day notice of cancellation applies.

CERTIFICATE HOLDER	CANCELLATION
City of Port Orange 1000 City Center Circle Port Orange, FL 32129	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/20/2020

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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 Holmes Murphy & Assoc - WI 1600 Aspen Commons Suite 990 Middleton, WI 53562	1-800-527-9049	CONTACT NAME: Linda Bomarito PHONE (A/C, No, Ext): 309-282-3903 E-MAIL ADDRESS: lbomarito@holmesmurphy.com FAX (A/C, No): 866-501-3945																					
INSURED Mead & Hunt, Inc. M & H Architecture, Inc. 2440 Deming Way Middleton, WI 53562		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>XL SPECIALTY INS CO</td><td>37885</td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	XL SPECIALTY INS CO	37885	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER B:																							
INSURER C:																							
INSURER D:																							
INSURER E:																							
INSURER F:																							

COVERAGES

CERTIFICATE NUMBER: 60531719

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Professional Liability (Claims Made)			DPR9967599	10/25/20	10/25/21	Each Claim	5,000,000
							Aggregate	10,000,000

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

Pollution Liability Included

RE: Master Contract for Engineering Services

CERTIFICATE HOLDER**CANCELLATION**

City of Port Orange

1000 City Center Circle

Port Orange, FL 32129

USA

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

AUTHORIZED REPRESENTATIVE

Paula A. Dixon

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ACORD 25 (2016/03)

lbomaritowi

60531719

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CPO Budget vs Actuals for Cost Center
As of February 16, 2021
FY2020 and FY2021 Combined

WRP002 - Ridgewood Ave Wtr Main Replacement		405 Water Sewer Impact Fee		
Ledger Account / Spend Category		FY2020 - Carryover	FY2021- Current	Combined Balance
Water - Capital		\$ 626,179.00	\$ (3,089.00)	\$ 623,090.00
Equipment - Capital		\$ -	\$ -	\$ -
Adjust to Finance Carryover		\$ (709.00)	\$ -	\$ (709.00)
FY20 & FY21 Remaining Budget		\$ 625,470.00	\$ (3,089.00)	\$ 622,381.00

CPO Budget vs Actuals for Cost Center

Repeat By Fund
Company City of Port Orange
Cost Center(s) Cost Center: Water and Sewer

Period
Plan Structure
Fund

FY2020 - Sep
Annual Budget Detail
401 Water & Sewer System
403 Water & Sewer R&R Fund
405 Impact Fee

Plan Name
Book
Worktags

Modified Accrual
Project: WRP002 U
Ridgewood Ave Water
Main Replacement
Has No Program
Exclude Projects? No

FY2020 - 405 Impact fee fund - WRP002 Ridgewood Av Water Main Replacement as of February 2, 2021

Ledger Account	Original Budget	Amended Budget	Actuals (MTD)	Actuals (YTD)	Commitments	Obligations	Actuals & Encumbrances	Budget Remaining	Budget Used (%)
Operating Expenditures	0	0	0	0	0	0	0	0	0.00%
Personnel	0	0	0	0	0	0	0	0	0.00%
Capital Outlay	0	700,000	709	70,523	0	3,298	73,821	626,179	10.55%
Capital Outlay	0	700,000	709	70,523	0	3,298	73,821	626,179	10.55%
Infrastructure	0	700,000	709	70,523	0	3,298	73,821	626,179	10.55%
Water - Capital	0	700,000	709	70,523	0	3,298	73,821	626,179	10.55%
Machinery and Equipment	0	0	0	0	0	0	0	0	0.00%
Equipment - Capital	0	0	0	0	0	0	0	0	0.00%
Debt Service	0	0	0	0	0	0	0	0	0.00%
Total expenditures	0	700,000	709	70,523	0	3,298	73,821	626,179	10.55%
Other Financing Sources	0	0	0	0	0	0	0	0	0.00%
Other Financing Uses	0	0	0	0	0	0	0	0	0.00%
Total Other Sources & Uses	0	0	0	0	0	0	0	0	0.00%
Net change	0	(700,000)	(709)	(70,523)	0	(3,298)	(73,821)	(626,179)	(10.55%)

CPO Budget vs Actuals for Cost Center

Repeat By Fund
Company City of Port Orange
Cost Center(s) Cost Center: Water and Sewer

Period
Plan Structure
Fund

FY2021 - Feb
Annual Budget Detail
401 Water & Sewer System
403 Water & Sewer R&R Fund
405 Impact Fee

Modified Accrual
Project: WRP002 U
Ridgewood Ave Water
Main Replacement

Plan Name
Book
Worktags
Has No Program
Exclude Projects?

No
No

FY2021 - 405 Water and Sewer Impact Fee Fund - WRP002 Ridgewood Avenue Water Main Replacement as of February 16, 2021

Ledger Account	Original Budget	Amended Budget	Actuals (MTD)	Actuals (YTD)	Commitments	Obligations	Actuals & Encumbrances	Budget Remaining	Budget Used (%)
Operating Expenditures	0	0	0	0	0	0	0	0	0.00%
Personnel	0	0	0	0	0	0	0	0	0.00%
Capital Outlay	0	0	0	5,978	0	(2,889)	3,089	(3,089)	0.00%
Capital Outlay	0	0	0	5,978	0	(2,889)	3,089	(3,089)	0.00%
Infrastructure	0	0	0	5,978	0	(2,889)	3,089	(3,089)	0.00%
Water - Capital	0	0	0	5,978	0	(2,889)	3,089	(3,089)	0.00%
Total expenditures	0	0	0	5,978	0	(2,889)	3,089	(3,089)	0.00%
Other Financing Sources	0	0	0	0	0	0	0	0	0.00%
Other Financing Uses	0	0	0	0	0	0	0	0	0.00%
Total Other Sources & Uses	0	0	0	0	0	0	0	0	0.00%
Net change	0	0	0	(5,978)	0	2,889	(3,089)	3,089	0.00%



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 3/16/2021

Consent item: Yes

SUBJECT: (C10e) Approval of Task Authorization No. 13 to DJ Design, Inc. for City Hall Remodeling for Finance, Community Development, and City Attorney Departments

DEPARTMENT: Community Development

GOAL:

RECOMMENDED MOTION: Move to approve Task Authorization No. 13 to DJ Design, Inc. for Architectural services for City Hall Remodeling for Finance, Community Development and City Attorney Departments in the amount of \$45,252.

SUMMARY: Task authorization No. 13 with DJ Design is for design and construction drawings for remodeling the second floor of City Hall to accommodate Finance, Community Development (including the lobby area) and the City Attorney's office space. The fee includes architectural, mechanical, plumbing and electrical construction drawings. The design effort will take approximately 4-6 weeks to produce bid documents and submit for pre-permit review. Pre-permitting review with the Building Department is included to accelerate final permitting by the selected General Contractor once the project is bid and awarded for construction.

Project No.: ZMI065 Funding Account No.:

Presenter: Tim Burman

ATTACHMENTS:

1.	Task Authorization No 13 - City Hall 2nd Floor Remodel	Task Authorization No 13 - City Hall 2nd Floor Remodel.pdf
2.	DJ Design Proposal for City Hall 2nd floor renovations	DJ Design Proposal for City Hall 2nd floor renovations.pdf
3.	City Hall 2nd Floor CD Remodel November 2020 Plans	City Hall 2nd Floor CD Remodel November 2020 Plans.pdf
4.	DJ Design EXECUTED CA5524 Master Contract	DJ Design EXECUTED CA5524 Master Contract.pdf
5.	EXECUTED Renewal Form CA5524 DJ Design Inc 1 24 2020 to 1 24 2021	EXECUTED Renewal Form CA5524 DJ Design Inc 1 24 2020 to 1 24 2021.pdf
6.	DJ Design 2nd Renewal CA5524	DJ Design 2nd Renewal CA5524.pdf
7.	DJ Design COI	DJ Design COI.pdf

Margaret Tomlinson	Created/Initiated - 2/24/2021
Tim Burman	Approved - 2/26/2021
Lupe Reyna-Coffin	Approved - 2/26/2021
Scott Neils	Approved - 3/1/2021
Matthew Jones	Approved - 3/3/2021
Jamie Miller	Approved - 3/5/2021
Robin Fenwick	Final Approval - 3/5/2021

TASK AUTHORIZATION NO. 13
Master Contract for Architectural Services dated January 24, 2017
Between the City of Port Orange, Florida and DJ Design Services, Inc.

THIS Task Authorization is entered 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 **DJ DESIGN SERVICES, INC.**, a Florida corporation with its principal place of business at 913 North Nova Road, Holly Hill, Florida 32117 ("Architect"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract for Architectural Services dated January 24, 2017, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization No. 13 shall prevail.
2. The Community Development Director, Tim Burman, shall perform contract administration for this **Task Authorization No. 13** and can be reached at (386) 506-5615.
3. In addition to all other terms and conditions contained in the Contract, Architect shall provide **City Hall Preliminary Remodeling Architectural Design Proposal**, as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "1."
4. Architect shall complete the services to be provided herein **not later than six (6) weeks from issuance of a Written Notice to Proceed.**
5. In return for the services identified above, the City agrees to compensate Architect at the prices set forth in Exhibit "1" attached hereto and made a part hereof for all purposes, subject to a limit not to exceed **Forty-Five Thousand Two Hundred Fifty-Two and 00/100 Dollars(\$45,252.00)**. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.
6. This Task Authorization may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Architect 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:

DJ DESIGN SERVICES, INC.

Printed Name: _____ By: _____
James M. Wachtel, 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: _____

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____ By: _____
Jamie L. Miller, Interim City Manager

Printed Name: _____ Date: _____

Witnesses: ATTEST:

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

Printed Name: _____ Date: _____

[CA 5524]

EXHIBIT “1”

Contractor's Quote

Consisting of 5 Pages



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

ARCHITECTS • PLANNERS

November 9, 2020

Tim Burman
Community Development Director
City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129

VIA E-mail

RE: City Hall Preliminary Remodeling Architectural Design Proposal – Port Orange, Project No. 02354.22
Revised

Tim,

Per last Thursday's meeting with you, Melody, Al Tischler, Lynn Stevens, Frank Flagg and me we have prepared this fee proposal to help you re-develop remodeling plans for the second floor of City Hall. Using the remodeled plans issued January 14th of this year, as well as the sketches that you provided, we will provide architectural, mechanical, plumbing and electrical (MPE) construction drawings for Finance, Community Development and Legal personnel.

Our scope of work includes:

- Creating CAD files from existing drawings,
- Preparing demolition drawings,
- Architectural Coordination of areas subject to MPE changes, (e.g. fire walls, ceilings, chases),
- Revised building plans, interior elevations, wall sections and details,
- Specifications on the drawings,
- Statement of Probable Construction Cost
- Pre-permit review and limited construction phase services.

We will include mechanical and electrical engineering in this new work. As you are aware, the mechanical re-design drawings had been completed to a 90% point and we have an engineer's estimate for that work dated March 17, 2018 and April 4, 2018 respectively. That work was done by **Cape Design Engineering (CDE)**, and I have instructed those engineers to review the second-floor work captioned under their phases 2 and 3 and to propose a revised fee for same (see attached).

Though your revised scope-of-work (SOW) varies only slightly from the previous iteration, the advent of the new **7th Edition Florida Building Code** on December 31st will obligate us to accommodate any revised requirements. There are unearned portions of the original fee totaling \$3,160* which will transfer to the new P.O.; so our new breakdown will be as follows:

- Additional Architectural Services- \$7,500
- Mechanical/Plumbing/Electrical engineering - \$34,342
- Pre-permit Review and Bidding Assistance - \$1,310*
- Limited Construction Phase Services - \$1,850*
- Reimbursable Costs - \$250

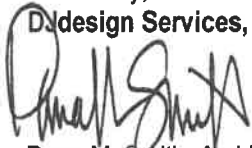
Total Fee **\$45,252**

We estimate that our A/E efforts will take approximately 4-6 weeks to produce bid documents and submit for pre-permit review. It is our understanding too, that the project will be "hard-bid" to pre-approved General Contractors.

As we've done previously, there is a line-item for pre-permit review with the Building Department, to accelerate final permitting by the selected GC. Including reimbursable costs our projected fee for this work is **\$45,252**.

In the event that the accepted design concept is subsequently modified for reasons beyond our control, the additional services resulting from these modifications shall be cause for additional compensation. Please review this to see if it agrees with *your* understanding of the work efforts needed. If these terms are acceptable, please issue a new Task Assignment and Purchase Order in accordance with our Professional Architectural Services agreement (RFSQ #16-36) and we will begin the design work. As before, thanks as always for considering **DJdesign, Architects and Planners**.

Yours truly,
DJdesign Services, Inc.

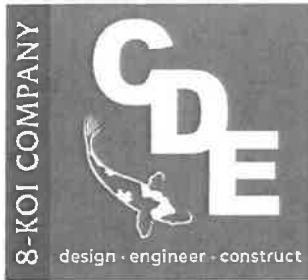


Dana M. Smith, Architect
Principal



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

ARCHITECTS • PLANNERS



775 E. Merritt Island Cswy.
Suite 230
Merritt Island, FL 32952

P: 321.799.2970
F: 321.799.0375

www.cdeco.com

TO: Dana Smith
DJ Design, Inc.
913 North Nova Road
Holly Hill, FL 32117

CDE: 20-129
November 17, 2020

SUBJECT: Fee Proposal for Port Orange City Hall Upgrades

Dear Mr. Smith,

Cape Design Engineering Co. (CDE), a wholly owned subsidiary of 8-koi, is pleased to submit this fee proposal for the subject project. The fee covers the following:

Scope of work

This project will complete the previously submitted 90% of the HVAC renovation, plus it will add the renovation of second floor areas in accordance with the proposed floor plan you provided (Attached). The renovated areas will include new lighting, power and data. Our scope of engineering service includes HVAC, Plumbing, fire protection, Electrical and Communications. The existing HVAC systems of the space are rooftop mounted DX units. The building is sprinklered.

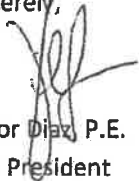
Assumptions and Exclusions:

1. All work will be prepared in AutoCAD.
2. Project Specifications will be in book format utilizing MasterSpec.
3. We have assumed (3) design submittals: 50% CD, 90% CD and Permit/Bid Set.
4. We have assumed (2) design review meetings at 50% CD and 90% CD to be held on site.
5. We have included (2) site visits during construction.
6. We have included (1) final site visit for punch list generation.
7. Construction Support services (submittals, RFIs, etc.) during construction are included in fee.
8. Cost estimates are included.
9. No reproduction is included in this fee. PDF's will be provided at each submittal phase.
10. Preparation of as-built drawings is included.
11. No structural engineering is included in the fee.
12. No sustainable design or LEED/Green Globes submittals are included in this fee.

The total fee for this project is **\$34,342**. This fee is valid for 30 days. CDE will mobilize once a purchase order has been received indicating a notice to proceed and work toward a schedule mutually agreed upon.

We look forward to working with you. If you have any further questions, please feel free to contact us.

Sincerely,



Victor Diaz, P.E.
Vice President

Acceptance by

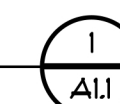
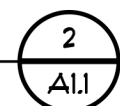
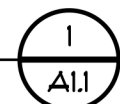
By: See Page 3 Task Authorization No. 13

Printed Name: _____

Title: _____

Date: _____

- 1 PROVIDE NEW PARTITION WITH ACOUSTICAL BATTS.
- 2 PROVIDE NEW PARTITION TO 6" ABOVE CEILING. SEE DETAIL 1/A11.
- 3 PROVIDE NEW 3'-0" x 6'-8" x 1 3/4" SCFW DOOR WITH OFFICE LOCKSET.
- 4 PROVIDE NEW PLASTIC LAMINATE COVERED COUNTER AND BASE W/DOUBLE S.S. SINK AND FAUCET.
- 5 PROVIDE NEW PARTITION TIGHT TO BOTTOM OF EXISTING CEILING. SEE DETAIL 2/A11.
- 6 PROVIDE NEW WORK COUNTER
- 7 PAINT ALL NEW AND EXISTING WALLS WITH SATIN LATEX COATING.
- 8 PROVIDE NEW 2' x 2' ACOUSTICAL PANEL CEILING IN NEW SUSPENDED ALUMINUM GRID AS SHOWN. BASIS-OF-DESIGN: ARISTONGRONE FINE-FIGURED SQUARE-EDGE LAT-IN (CLIP-DOWN). COORDINATE EXISTING RE-LOCATED SPRINKLER HEADS AND DIFFUSERS.
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- D1** REMOVE EXISTING COUNTER.
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SHEET #
A1.1



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

ARCHITECTS • PLANNERS

November 9, 2020

Tim Burman
Community Development Director
City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129

VIA E-mail

RE: City Hall Preliminary Remodeling Architectural Design Proposal – Port Orange, Project No. 02354.22
Revised

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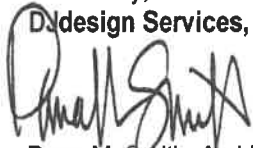
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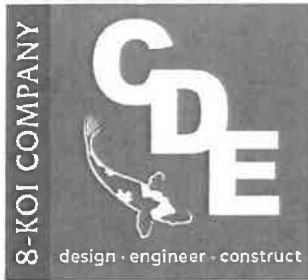


Dana M. Smith, Architect
Principal



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ARCHITECTS • PLANNERS



775 E. Merritt Island Cswy.
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P: 321.799.2970
F: 321.799.0375

www.cdeco.com

TO: Dana Smith
DJ Design, Inc.
913 North Nova Road
Holly Hill, FL 32117

CDE: 20-129
November 17, 2020

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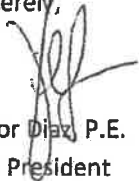
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We look forward to working with you. If you have any further questions, please feel free to contact us.

Sincerely,



Victor Diaz, P.E.
Vice President

Acceptance by

By: _____

Printed Name: _____

Title: _____

Date: _____

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- D5** REMOVE EXISTING CEILING SYSTEM, INCLUDING LIGHTING FIXTURES, HVAC DIFFUSERS AND DUCTWORK.

PROJECT • 00000.00	DATE 12.31.2018
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CITY OF PORT ORANGE MASTER CONTRACT FOR ARCHITECTURAL SERVICES

This Master Contract for Architectural Services ("Contract") is entered into this January 24 day of January, 2017, 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 DJ DESIGN SERVICES, INC. ("Architect"), a Florida corporation whose principal address is 913 North Nova Road, Holly Hill, Florida 32117 (The City and Architect are collectively referred to herein as the "Parties.")

1. Provision of Services

- (a) The Architect hereby agrees to provide the following services to the City of Port Orange:
- (i) Professional continuous architectural design and consulting services to provide various renovation, restoration, construction and general consulting projects, and may include preparation of design and specifications, conducting and/or attending preconstruction meetings, review of shop drawings, record drawing review, cost estimating, and additional architectural services as required during the course of construction, and as more specifically described in City of Port Orange Request for Statements of Qualifications ("RFSQ") No. 16-36 and DJ Design, Inc. Proposal dated August 26, 2016, attached hereto as Exhibit "1."
- (b) The time, manner and place for performance of such services shall be:

Term: The term of this Contract shall commence on the date this Contract is signed on behalf of the City and shall continue for a period of three (3) years (the "Initial Term").

Renewals: Upon written agreement of the Parties, this Contract may be renewed for two (2) additional one-year terms.

Manner and Place: The Architect shall perform the services as outlined in accordance with Standard Construction Details as required on all City owned facilities and properties (i.e. rights-of-way) if 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. Architect shall not deliver goods or services without a fully executed task authorization and a written purchase order, signed by an authorized agent of the City of Port Orange.

Time and Essence: Architect acknowledges that time is of the essence in the completion of the services contemplated by this contract, and shall complete all services within the timeline specified by this contract, and shall complete all services within the timeline specified in the project, and as reflected on the Notice to Proceed.

2. Authorization for Services. This Contract standing alone does not authorize the performance of any work or services to be provided by the Architect or require the City to place any orders for work or service. Authorization for performance of services by the Architect under this Contract shall be in the form of written Task Authorization(s) issued and executed by the City and signed by the Architect. A sample Task Authorization is attached hereto as Exhibit "2."

3. City Obligations. In return for the services identified above, the City agrees to compensate Architect the amount authorized in each Task Authorization. The City's obligation to pay Architect under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

4. Contract Administration. The Parks and Recreation Director, Susan Lovallo ("Contract Administrator"), shall perform contract administration of this Contract. For notice provisions, see the paragraph entitled "Notice." The work shall be under the direction of the authorized Contract Administrator who shall have final decision authority for all phases of the work, including general direction, review, and approval of the work. Neither the Contract Administrator's review, approval or acceptance of, nor payment for, any of the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Architect 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 Architect's negligent performance of the services furnished under this Contract.

5. Statement of Architectural Services. The Architect shall:

- (a) Provide all certifications ("Architect of Record" function) surveys, calculations, drawings, and any other documents required for special permits and authorizations from various government bodies or agencies having jurisdiction over the project;
- (b) Prepare a time scaled diagram showing the dates of completion of various design phases and scheduled completion of working drawings and specifications and submit for Contract Administrator's review and approval.
- (c) Verify and evaluate technical proposals furnished by the construction contractor if requested by the City and provide such amplifications and explanations that may be necessary to clarify the intent of the drawings and specifications.
- (d) Furnish consultation and advice as requested by the City during the construction of project, including Construction Administration Services (unless otherwise stipulated in a specific amendment attached hereto and made a part thereof);
- (e) Furnish all other Architectural services including without limitation those specified hereinafter and those required for the completion of specific projects as described in amendments to this Contract:
 - (i) Site Visits/Special Permits. The Architect shall visit the site and shall initiate and hold such conferences with representatives of the City and other agencies, boards or government bodies having jurisdiction over the area the project covers and take such other action as may be necessary to obtain permits and authorizations (except the construction permits) and other data upon which to develop the design and preliminary sketches showing the contemplated project.
 - (ii) Preliminary Sketches and Opinion of Probable Construction Costs. The preliminary sketches shall include plans, elevations and sections development in such detail and with such descriptive specifications as will clearly indicate the

- scope of work, and make possible a reasonable opinion of the construction cost and satisfy the requirements of permitting and regulatory agencies having jurisdiction. An opinion of probable construction costs shall be prepared.
- (iii) Working Drawings and Specifications. After the preliminary sketches and opinion of probable construction costs have been approved, the Architect shall proceed with the preparation of working drawings and specifications as required by the Contract Administrator for the construction of said project. Working drawings, specifications and estimates shall be delivered to the Contract Administrator in such sequence and at such times as required by the City such that the construction work can be initiated promptly, procurement of materials made without delay and continuous prosecution of the work promoted, all in strict accordance with the approved design schedule as provided in Paragraph 5 (b) above. Working drawings and specifications shall be revised as necessary and as required by the Contract Administrator. After working drawings and specifications have been approved by the Contract Administrator, the Architect shall furnish such number of sets of prints of the approved working drawings and such number of sets of the approved specifications, as may be required by the Contract Administrator.
 - (iv) Original Drawings - Final Plans. Upon approval of final plans the Architect shall deliver to the City one set of original drawings in such medium and on such materials as may be required by the Contract Administrator, suitable for blueprinting, showing approved constructed requirements (not of "as-built" construction unless otherwise stipulated), provided, however, that should this Contract be terminated by the City the Architect shall deliver to the City one set of original drawings as they exist at the time of termination. Such plans as are delivered shall become and remain the property of the City.
 - (v) Revision of Final Drawings and Specifications. The Architect shall, without additional fee, correct and revise the drawings, specifications, or other materials furnished under this Contract, if the Contract Administrator finds that such revision is necessary to correct errors or deficiencies for which the Architect is responsible.
 - (vi) Bidding. The Architect shall perform all necessary Architectural services required in connection with the competitive bidding for construction of the project and the preparation of all documents required thereof, including preparation of documents for separate bid packages for multiple contractors if so required by Contract Administrator.

6. Responsibility of the Architect. The Architect shall be responsible for the professional and technical accuracy and the coordination of all designs, drawings, and specifications and other work or materials furnished by the Architect under this Contract. The Architect shall without additional cost or fee to the City, correct or revise any errors or deficiencies in his performance.

7. Reuse of Documents. The City shall have unlimited rights, for the benefit of the City in all drawings, designs, specifications, notes and other Architect's work produced in the performance of this Contract, or in contemplation thereof, and all as-built drawings produced after completion of the work, including the right to use same on any other City work without additional cost to the City. All documents including drawings and specifications prepared by the Architect pursuant to this Contract are instruments of service in respect of the project. They are not intended or represented to be suitable for reuse by the City of others for any other project. Reuse for another project without written verification or adaption by Architect for the specific purpose intended will

be at the City's risk. Any such verification or adaption will entitle Architect to further compensation at rates to be agreed upon by the City and Architect. A reproducible set of plans and specifications shall be delivered to and become the property of the City upon completion of the Project by the Architect.

8. Expert Witness. The Architect shall serve as an expert witness for the City in any legal proceedings regarding this Project if the City so requests. The expert witness fee for Architect shall be negotiated at the time the Architect is called as an expert.

9. Modifications to Scope of Work/Change Orders.

(a) Change Orders. The Contract Administrator, upon written approval as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in one or more of the following: the services to be performed, the contract price of 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 Architect's cost of, or time required for performance of the work hereunder, Architect shall receive an equitable adjustment and the Contract shall be modified in writing accordingly. Any change shall include all costs and damages related to or incidental to such change.

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

10. Subcontractors and Outside Associates and Consultants. Any subcontractors and outside associates or consultants required by the Architect in connection with the services covered by the Contract will be limited to such individuals or firms as are specifically identified and approved in writing by the Contract Administrator. Any substitution in such subcontractors, associates, or consultants shall be subject to the prior approval of the Contract Administrator.

11. Termination.

(a) The performance of work under this Contract may be terminated by the City in accordance with this clause in whole, or from time to time in part, whenever the Contract Administrator shall determine that such termination is in the best interest of the City. Any such termination shall be effected by delivery to the Architect of a Notice of Termination specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

(b) After receipt of a Notice of Termination, and except as otherwise directed by the Contract Administrator, the Architect shall:

- (i) Stop work under the Contract on the date and to the extent specified in the Notice of Termination.
- (ii) Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the Contract as it is not terminated.

- (iii) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.
- (iv) Assign to the City in the manner, at the times and to the extent directed by the Contract Administrator, all of the right, title, and interest of the Architect under the orders and subcontracts so terminated, in which case the City shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- (v) Settle all outstanding liabilities and claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contract Administrator, to the extent the City may require which approval or ratification shall be final for all the purposes of this clause.
- (vi) Transfer title and deliver to the City in the manner, at the times, and to the extent, if any, directed by the Contract Administrator.
 - a. The fabricated or un-fabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination; and
 - b. The completed or partially completed plans, drawings, information, and other property which, if the Contract has been completed, would have been required to be furnished by the City.
- (vii) Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.

(c) After receipt of a Notice of Termination, the Architect shall submit to the City's Contract Administrator its termination claim, in the form and with certification prescribed by the Contract Administrator. Such claim shall be submitted promptly but in no event later than thirty (30) days from the effective date of termination, unless one or more extensions in writing are granted by the Contract Administrator, upon request of the Architect made in writing such thirty (30) days period or authorized extension thereof. Upon failure of the Architect to submit his termination claim within the time allowed, the Contract Administrator may determine on the basis of information available to him, the amount, if any, due to the Architect by reason of the termination and shall thereupon pay to the Architect the amount so determined.

(d) Subject to the provisions of Paragraph 11(c), the Architect and the Contract Administrator may agree upon the whole or any part of the amount or amounts to be paid the Architect by reason of the total or partial termination of work pursuant to this clause, the total or partial termination of work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts exclusive of settlement costs, shall not exceed the total Contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract price of work not terminated. The Contract shall be amended accordingly and the Architect shall be paid the agreed amount. Nothing in Paragraph 11 prescribing the amount to be paid to the Architect, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid.

(e) In the event of the failure of the Architect and the Contract Administrator to agree as provided in Paragraph 11(d), upon the whole amount to be paid to the Architect by reason of the termination of work pursuant

to this subparagraph, the Contract Administrator shall pay to the Architect the amounts determined by the Contract Administrator, but without duplication of any amounts agreed upon as follows:

(i) For completed work and services accepted by the City, the price or prices specified in the Contract for such work, less any payments previously made.:

(ii) The total of:

a. The costs incurred in the performance of the work and service terminated, including initial costs and preparatory expenses allocable thereto, but exclusive of any costs attributed to the work and services paid or to be paid for under Paragraph 11(e)(i) hereof:

b. The cost of settling and paying claims arising out of the termination of work or services under subcontracts or orders as provided in Paragraph 11(b)(v) above, which are properly chargeable to the terminated portion of the Contract exclusive of amounts paid or payable on account of work or services delivered or furnished by subcontractors prior to the effective date of termination, which amounts shall be included in the costs payable under Paragraph 11(a) above; and

c. A sum, as profit on Paragraph 11(a) above, determined by the Contract Administrator to be fair and reasonable, not to exceed 5% of the Task Authorization.

(iii) In the event the Contract is terminated because of Architect's default, the City may take over the work and services and complete the same by Contract or otherwise, and the Architect shall be liable to the City for any increased cost of the project.

12. Examination of Records

(a) The Architect 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 Architect involving transactions related to this Contract.

(b) The Architect 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 Architect involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

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

13. Public Records Compliance. The Architect 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 Architect does not transfer the records to the City.

(d) Upon completion of the Contract, Architect shall transfer to the City, at no cost, all public records in possession of the Architect 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 Architect does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Architect may be subject to penalties under Section 119.10, Florida Statutes.

ARCHITECT QUESTIONS RELATING TO ARCHITECT'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.

14. Termination for Non-Appropriation of Funds.

(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this Contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Architect. 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.

15. Insurance.

(a) Architect shall maintain insurance during the life of this Contract. Architect shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. The Architect shall furnish policies and certificates of insurance to the City for review and approval. Approval by the City of any policy of insurance shall not, however, relieve the Architect from its responsibilities to provide the insurance coverage required herein. The certificates shall clearly indicate that the Architect has obtained insurance of the type, amount, and classification required by these provisions. No work shall be commenced until the City has approved the policies. This Contract may be terminated by the City without penalty or expense, if policies requested hereunder are not provided to and approved by the City within thirty (30) days of the date hereof. The Architect shall notify the City and to the City's designated insurance Risk Manager of any changes in or cancellations of coverage.

(b) For workers' compensation coverage, the bidder's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the City as an additional insured for workers' compensation. Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. Architect shall not commence work under this Agreement until the City has received a certificate or certificates of insurance and endorsement evidencing the

required insurance. Architect 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 Architect for the reasonable additional costs of increased coverage. The Architect shall maintain the following coverages:

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

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

17. **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.

18. Liability for Loss or Damage. Architect shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Architect, 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 Architect, his/its agents, servants and employees. Architect shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.
19. Non-discrimination. During the performance of this Contract, Architect agrees as follows:
- (a) Architect 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 Architect. Architect agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Architect agrees and fully supports and complies with the Americans with Disabilities Act of 1990.
 - (b) Architect shall state in all solicitations or advertisements for employees placed by or on behalf of Architect that Architect 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. Architect shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.
20. E-Verify. Architect 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 Architect during the term of this Contract and shall expressly require any subcontractors performing services pursuant to this Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract.
21. Disputes. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Architect, shall decide disputes with respect to this Contract in the first instance. The decision shall be final and binding unless, within ten (10) days from the date of receipt of the decision of the City Manager, appeal is made to the City Council. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence. Pending a final determination of a properly appealed decision of the City Council, Architect shall proceed diligently with the performance of this Contract in accordance with that decision.
22. Force Majeure. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.
23. Controlling Law. **THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE**

PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.

24. Additional Provisions. As may have been outlined in RFSQ No. 16-36, written quotes, purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof.

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

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

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

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

Contractor: DJ Design Services, Inc.
Attention: Dana M. Smith, Vice President
913 North Nova Road
Holly Hill, Florida 32117
(386) 255-6987 – Telephone
dsmith@djdesigninc.com

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

27. Contract Construction

This 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 Architect and the City until the City signs this Agreement.

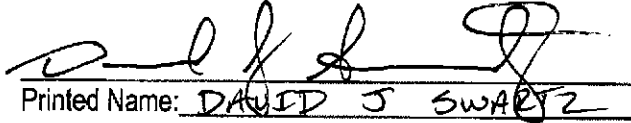
28. Authority to Sign. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

[Remainder of this page intentionally left blank]

Witnesses:

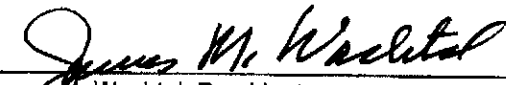


Printed Name: DANA M. SMITH, V.P.



Printed Name: DAVID J SWARTZ

DJ DESIGN SERVICES, INC.

By: 

James M. Wachtel, 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.

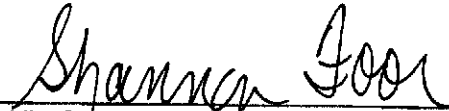
Date: 1-19-17

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 19th day of JAN, 2017, by James M. Wachtel, as President of DJ Design Services, Inc. a Florida corporation, 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:



SHANNON DEE FOOTE
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF028797
Expires 9/15/2017

Witnesses:

CITY OF PORT ORANGE

Frances Gosnell
Printed Name: Frances Gosnell

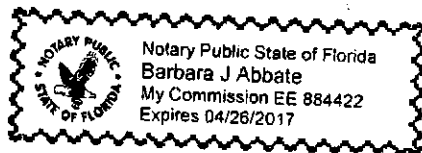
By: [Signature]
Donald O. Burnette, Mayor

[Signature]
Printed Name: Barbara J. Abbate

Date: 1/24/17

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 24 day of Jan, 2017, 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.



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

Witnesses:

ATTEST:

Frances Gosnell
Printed Name: Frances Gosnell

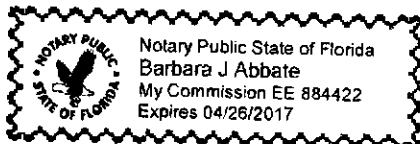
By: [Signature]
Robin L. Fenwick, CMC, City Clerk

[Signature]
Printed Name: Barbara J. Abbate

Date: 1/24/17

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 24 day of Jan, 2017, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.



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

[CA 5524]

CITY OF PORT ORANGE - MASTER CONTRACT FOR ARCHITECTURAL SERVICES [CA5524]

Exhibit “1”

Fee Schedule, DJ Design, Inc. Proposal, and RFSQ 16-36

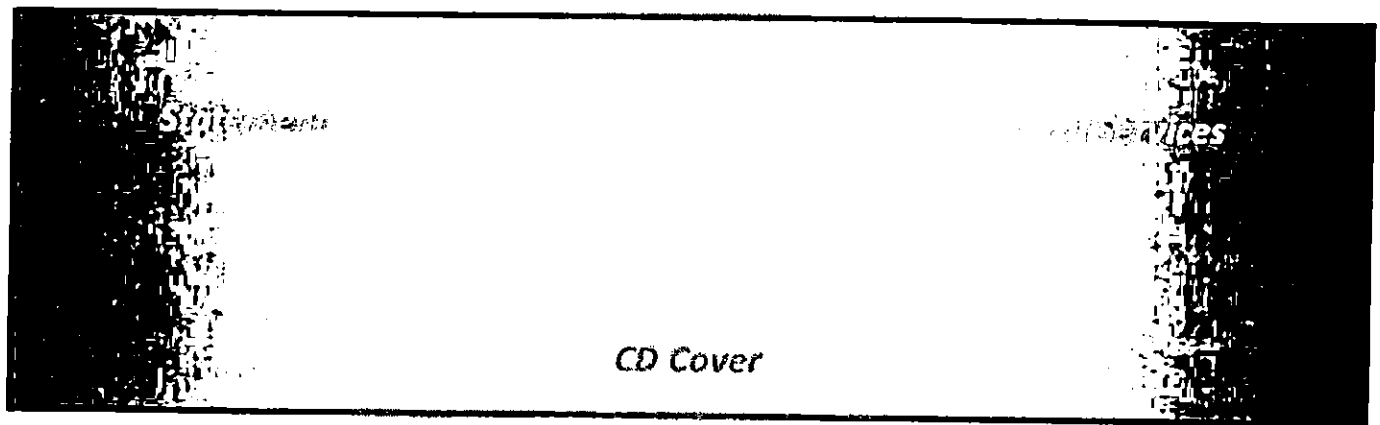
(Exhibit “1” includes a total of 109 pages)

HOURLY RATE SCHEDULE
CONTRACT FOR PROFESSIONAL ARCHITECTURAL SERVICES
CITY OF PORT ORANGE RFSQ # 16-36

The following schedule provides a maximum direct salary hourly rate for the disciplines, which are likely to be engaged for projects associated with the contract referenced above for the City of Port Orange.

COMPANY NAME: DJdesign Services, Inc. Architects and Planners

<u>Category of Employee</u>	<u>Hourly Rate</u>
Senior Project Architect/Principal	\$125.00
Project Manager/Architect	\$100.00
CAD Technician	\$55.00
Administrator/Clerical	\$45.00



CD Cover



913 N. Nova Road
Holly Hill, FL 32117
AA26000567
(386) 255-8987 P
(386) 255-6088 F
www.djdesigninc.com

ARCHITECTS • PLANNERS



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

ARCHITECTS • PLANNERS

August 26, 2016

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

RE: **RFSQ #16-36 Professional Architectural Services**

Dear Selection Committee,

DJdesign Inc., Architects and Planners are pleased to submit this Statement of Interest and Introduction. We invite you to review our capabilities as we feel DJdesign is uniquely qualified to continue serving as your **Architectural Design Professionals**.

One of the hallmarks of our practice is adaptive re-use and renovations to existing buildings. Presently we hold continuing services contracts with **Volusia County, City of Daytona Beach, Daytona State College and Flagler County Public Schools**. Project types have ranged from single room alterations to whole floors, re-roofing projects, parks and recreation facilities and forensic analyses of existing buildings.

Over the past 18 months, we have been pleased also to have been similarly engaged by the **City of Port Orange** on several recent projects including the **Cypress Head Clubhouse Remodeling, Public Safety Building Remodeling Studies, City Hall Master Planning, Breakroom Remodeling and Pedestrian Bridge Repair**.

Because we maintain excellent working relationships with our various public clients, we have been rewarded with *renewed* continuing services contracts. We take pride in our ability to work directly and effectively with staff and users to help guide the design efforts and to "be there" through all phases of the project and beyond. We will do whatever is necessary to assure that these projects are designed and completed to your satisfaction.

Some key attributes include:

- ✓ Our approach and methodology is to be "hands on" professionals! Service to our clients is paramount!
- ✓ We are uniquely qualified, we know the City of Port Orange well and there will be no learning curve for our team.
- ✓ There is no substitute for the experience and insight gained from having assisted many separate counties, cities, public agencies and user groups.
- ✓ We have extensive relevant experience in many varied project types.
- ✓ We *always strive* for economically viable and environmentally sustainable building solutions.

We look forward to assisting the City of Port Orange; we have invested both time and energy into improving our communities whenever we can and trust that you will agree that our background is a good match.

Yours Truly,

A handwritten signature in black ink, appearing to read 'D. J. Smith', is written over the 'Yours Truly,' text.

DJdesign Inc., Architects and Planners



Tab A

***Company History,
Qualifications,
Ability and Capacity***

1.2.1 A Company History, Qualifications, Ability and Capacity

DJdesign Inc. Architects and Planners was founded in 2002 by Architects Dana M. Smith and James M. Wachtel with a commitment to "big firm expertise and small firm service". Dana and Jim have a combined 75+ years of Architectural Design and Planning experience with many local signature projects completed over the past 16 years. Those projects include **The 2003 Ocean Center Expansion, Daytona Beach International Airport Terminal Expansions, Flagler County Government Services Complex, Kim C. Hammond Justice Center, New Volusia County Courthouse, ICI Center at Embry Riddle Aeronautical University, Academic Support Center at Daytona State College** as well as many more small and mid-size public and private commissions. Jim and Dana have served on many local civic boards such as Volusia County Growth Management, Ormond Beach Historic Landmarks Preservation Board, Daytona Midtown Development Board, VCARD and DSC Building Technology Advisory Board. Architect Dana Smith will serve as the Principal in Charge and Lead Architect. Jim Wachtel will lead the Project Management and Construction Administration.

Legal Name: DJdesign Services, Inc.
Type of Ownership: Corporation, August 16, 2002
Location: 913 North Nova Road, Holly Hill, Florida 32117

DJdesign Inc. is a full-service Architectural Design Firm with services including:

- Architectural Services from Schematic Design through Construction
- Coordination of Engineering Disciplines and Special Consultants
- Programming-Pre-Design
- Conceptual Design
- Site Selection and Master Planning
- Assessment of Existing Facilities
- Space Needs, Due-Diligence Studies and Functional Studies
- Feasibility Studies
- ADA Accessibility Reviews
- Functional Programming
- Site Analysis
- Life Safety and Code Compliance Review
- Constructability and Forensic Review
- Project Management
- Cost & Schedule Estimating
- Technical Report Writing
- Furnishing/Equipment Specifications
- Construction Contract Negotiation
- Bidding Review and Analysis
- Contract Administration
- Project Management
- 3D Modeling, Renderings and Animation
- ED Design and Certification
- Revit Building Modeling

Tab A - Company History, Qualifications, Ability and Capacity

The project management principles at **DJdesign** engender consistent quality, cost control, on-time performance and coordinated documents during the design phase of each project. The **Project Work Plan** is our key management tool to deliver successful projects with respect to technical quality, client satisfaction, and project finances. The **PWP** is developed by the project manager with input from key project stakeholders. The **PWP** acts as a road map for the project team in carrying out our commitments. The **PWP** that will provide relevant project background and will identify yours and ours expectations as well as our respective "success factors," resources, and organizational data. The **PWP** will highlight key contractual information and will be kept current throughout the life of each project.

Four clear objectives define our Professional Excellence Goal:

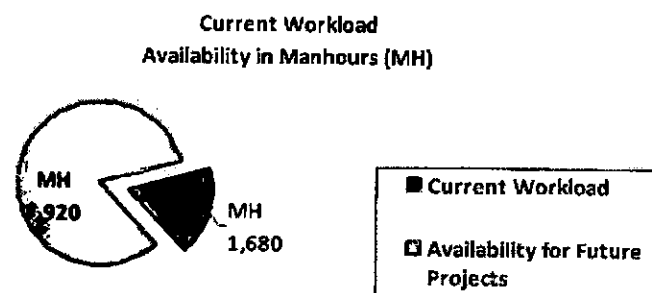
- Client satisfaction
- Team satisfaction
- Operational consistency
- Continuous improvement

The same project management team will continue through construction, with the specific goal of working together as a team with the contractor/construction manager to achieve a successful completion. Our record of satisfied clients confirms our company's commitment to maintaining a high level of quality and consistency in services, management, and overall capability. Further, it conveys that we as a company will support our clients' expectations and requirements in a professional manner and strive to request input towards continuous improvement.

Our team employs state-of-the art technologies to maximize our productivity, while maintaining a "lean" business model. Our team uses **AutoCAD 14**, enabling us to "file share" easily with all of our sub-consultants and modify documents quickly and accurately. Our team uses **REVIT** as well to "model" projects in 3-D so as to better communicate design intent with the client/users in the early stages, streamline the approval process and coordinate building systems with our engineers before construction ever begins.

We have two registered architects, one graduate architect, one designer/CADD and an office administrator. We have maintained a "lean and adaptable" team throughout the recent economic downturn while "under-promising and over-delivering".

We have more than sufficient design and production capacity to complete projects in the time required.



The **DJdesign Team** will lead each of the phases of work with the cooperation and input of the City staff and end-users of the proposed project. All final decisions and approvals, as always, rest with the City. We strive for consensus among all parties in the defining the project goals. The following steps are a general guide for project development and, depending upon the scope-of-work, may be applied:

Preliminary Investigation Phase

- Develop electronic base plans from measured drawings or site investigation
- Project schedule and cost model to be used as a guide by the design and construction teams

Programming Phase and Program Definition

- Determine current and future uses of the building or spaces
- Define the day-to-day operation of the facility in order to assure that the end-product functions the way the City staff and public intends.

Conceptual Study Phase

Upon agreement with and acceptance of the programming phase findings, the **DJdesign Team** will create two- and three- dimensional concepts to satisfy the most recent information developed during the programming investigation. Each concept developed will be reviewed with the stakeholders to test for functionality, usability and organization of space within the facility and general "curb appeal". The Revit rendering below demonstrates that process.

Project Budget - Refined

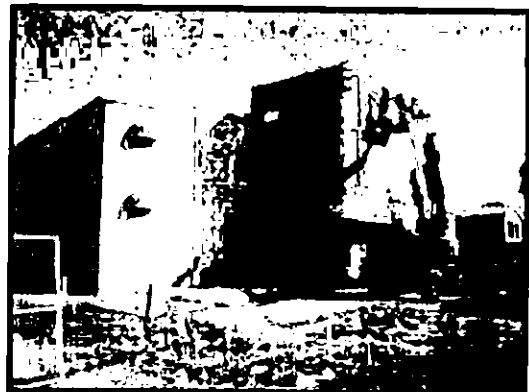
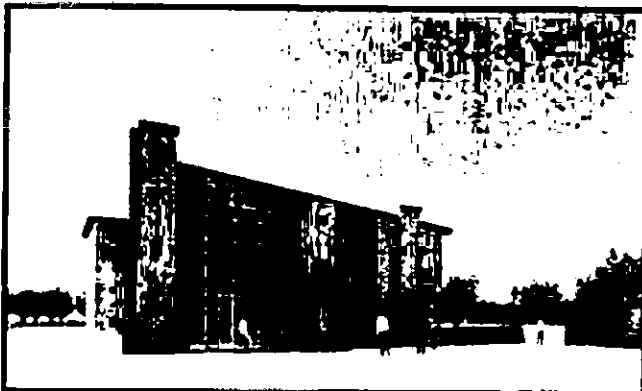
Using the conceptual plans and elevations as a basis of design, the **DJdesign Team** will develop a preliminary project budget. This exercise will help define the quality of materials to be identified in the subsequent phases of design documentation. Staff input and guidance during this phase of service is essential.

Final Design and Construction Documents Phase

Following the conceptual studies will be the progression into the design drawings and construction documents phases. At the completion of each of these phases, the set of design/construction documents will be given to the City for review and comment. **DJdesign** will assist City Purchasing with bidding documents, advertising for bids and analyzing the bid results.

Construction Administration

The implementation of the design does not end with issuance of Construction Documents or issuance of the Building Permit. The **DJdesign Team** will continue a strong presence and leadership role as the project transitions to the Construction Phase. The designer's role continues with the shop drawing reviews, quality control reviews, interpretations, scheduling decisions and operational concerns.



Tab B

Qualifications and Abilities of Professional Personnel



Table of Qualifications, Experience of Professionals and Personnel, and Other Information

DJdesign Services, Inc.,
Architects and Planners
913 North Nova Road, Holly Hill, Florida 32117
Phone: (386) 255-6937
Fax: (386) 255-6989

Professional Staff:

Dana M. Smith, Architect, Vice-President

Role: Principal in Charge & Lead Project Architect

James M. Wachtel, Architect, President, LEED® Accredited Professional

Role: Project Management & Construction Administration

DJdesign Services, Inc. has extensive experience in these project types:

- Volusia County Fleet Operations Building Remodeling
- Volusia County IT Building Alterations
- Volusia County Agri-Cultural Kitchen Remodel
- Volusia County Branch Jail Entry Plaza
- Volusia County Judges Chamber Renovations
- Volusia County Public Defender Office Renovations
- Volusia County Animal Control Clinic Renovations
- Daytona State College Field House Renovations
- Daytona State College Building 420 Demo
- Daytona State College IT Tech Services Remodel
- Flagler County Public School Plant Services Remodeling
- Flagler County Colbert Land Trailhead Facility
- Flagler County Varn Park Public Facility
- Daytona Play House Addition and Renovations
- City of Holly Hill City Hall Annex Renovations
- City of Holly Hill Market Place Catering Room Alterations
- City of Daytona Beach Golf Club Renovations
- City of Daytona Beach Peabody Auditorium Kitchen Renovations
- City of Daytona Beach Environmental Learning Center and Public Facilities
- City of Daytona Beach Cypress Community Center
- City of Ormond Beach Andy Romano Park and Public Facilities
- City of Ormond Beach City Hall Renovations
- Umatilla Community Center Renovations
- Paisley Civic Center Upgrades
- Get Fitness Gym Renovations

Dana M. Smith, Architect

Principal-in-Charge & Lead Project Architect

Mr. Smith is the co-founder and Vice-President of Ddesign Services, Inc. Mr. Smith has over 38 years of experience as a professional architect. His primary emphasis is on client development, marketing and overall project design. His experience includes public buildings, government complexes, educational facilities, criminal justice facilities, athletic complexes, religious buildings, commercial buildings, museums and recreational facilities.

Mr. Smith's pre-planning and programming skills along with the user's input, informs the design process so that the built space is truly responsive to client needs and goals. His strengths are the comprehensive and seamless management of the design process from start to finish. Mr. Smith works very closely with the client ensuring that his vision is their vision.

EDUCATION

*B. Design, Architecture, 1976
University of Florida*

*B. Architecture, Architecture/Urban Design, 1979
Boston Architectural College*

*M. Architecture, Architecture, 1985
University of Florida*

CERTIFICATIONS

*Registered Florida Architect
Registration Number AR0009483*

Dana has been with Ddesign for 14 years and has 35+ years of experience.

PROJECT EXPERIENCE:

City of Port Orange:

- Cypress Head Clubhouse Remodeling
- City Hall Master Plan
- City Hall Break Room Remodel
- City Hall Pedestrian Bridge
- Public Safety Building Re-Use Study
- EOC Remodel

City of Daytona Beach:

- Daytona Beach Golf Club Renovations
- Peabody Auditorium Stage Improvements
- Environmental Learning Center
- Main Street Pier Renovations

Flagler County:

- Colbert Lane Trailhead Facility
- Government Services Center
- Emergency Operations Center

County of Volusia:

- Sheriff's IT Building Alterations
- Courthouse Judges Chambers Renovations
- Animal Control Center Remodeling

Daytona State College:

- Conference Center and Guest House
- Honor's Office and Lounge
- B300 Women's Center Renovations
- B200 Writing Center Renovation
- B430 Facilities Planning Remodel
- B450 Kinder Care Remodel
- Classroom of the Future Design
- B210 Library/Café Area Renovation

City of Holly Hill:

- Community Resource Center Renovation
- Historic Market Place Interior Renovation

James M. Wachtel, Architect
LEED® AP

**Project Management &
Construction Administration**

Mr. Wachtel is the co-founder and President of DIdesign Services, Inc. Mr. Wachtel has over 40 years of experience in all phases of Architectural Planning, Design and Project Management. He approaches each project from the point of view that a successful project is an interdisciplinary collaboration resulting in a single product and service that responds to the client's needs. This approach has resulted in successful projects for numerous public clients.

Mr. Wachtel's responsibilities include management of the overall project. He has had great success in implementing and overseeing the quality control operations of each project. He has consistently coordinated projects that were completed on time and within budget.

EDUCATION

*B. Architecture, Architecture, 1970
University of Notre Dame*

CERTIFICATIONS

*Registered Florida Architect
Registration Number AR0014460*

Jim has been with DIdesign for 14 years and has 40+ years of experience.

PROJECT EXPERIENCE:

City of Port Orange:

- YMAC Remodeling
- Allen Green Center
- Amphitheater Addition
- All Children's Park Design Criteria
- Port Orange Causeway D/B

City of Daytona Beach:

- Municipal Stadium Remodeling
- Utilities Department Renovation
- Peabody Auditorium Kitchen Renovations

County of Volusia:

- The Ocean Center Expansion
- AG Center Renovations
- GEMS Room Remodel
- Strickland Shooting Range
- Fire Services Rappelling Platform

Florida Power and Light:

- Daytona Beach Service Center Remodel
- Ormond Beach Service Center Remodel

City of Holly Hill:

- Middle School Electrical Renovation
- Middle School Restroom Renovation

Daytona Beach International Airport:

- TSA and New Security Addition
- Baggage Security Area Renovation
- In-Line Baggage Handling Renovation

Daytona State College:

- Outdoor Clock Tower Quad Remodel
- B300 Server Room Renovation
- B220 HVAC Replacement
- Boiler Replacement Remodel
- Campus Wide ADA Restroom Upgrades



Tab C

***Experience on
Similar Projects***

Tab C- Experience on Similar Projects

Daytona State College, Continuing Architectural Design Services

Provide Architectural and Engineering Design Services for all campuses, for projects with construction cost of less than \$500,000

Client: Daytona State College

Location: 1200 W. International Speedway Blvd., Daytona Beach, Florida 32114

Client Reference: Steve D. Eckman, P.E., Director of Facilities Planning

Phone: (386) 506-3180 E-mail: eckmans@daytonastate.edu

Years: 2004 - Ongoing

Services Provided:

Full Architectural Design and Planning Services, from Schematic Design thru Construction Administration on various new constructions, additions, renovations, remodeling, alterations, demolitions, space planning, life safety and master planning.

Projects:

Deltona Campus Falcon Center Remodeling

B100 Public Relations Office Renovations

B300 IT Tech Services Remodeling

B440 Field House Renovations

B310 Room 100A Remodeling

B420 Demolition

B200 Room 305 Renovations

Relevance: We are providing the same services that the City of Port Orange is requesting.



Table of Experience on Similar Projects

County of Volusia, Continuing Architectural Design Services for County Building Construction Projects

Provide Architectural and Engineering Design Services

Client: County of Volusia

Location: 3811 Tiger Bay Road, Daytona Beach, Florida 32124

Client Reference: Pete Musslewhite, Project Manager

Phone: (386) 248-1760 E-mail: pmusslewhite@volusia.org

Years: 2015 - Ongoing

Services Provided:

Architectural Design and Planning Services, from Schematic Design thru Construction Administration on various new constructions, additions, renovations, remodeling, alterations, demolitions, space planning, life safety and master planning.

Projects:

Cardinal Avenue Lifeguard Station

IT Building Alterations

New GEMS Remodeling

New Deland Courthouse Judges Chambers Renovations

Agri-Cultural Kitchen Remodeling

Fire Services Training Tower Upgrades

Volusia County Council Dais Remodeling

Volusia County Justice Center Court Remodeling

Animal Control Clinic Renovations

DBIA TSA Separation Remodeling/Restroom Alterations

Fire Services Rappelling Platform Remodeling

Fleet Operations Building Remodeling

WVJC Jury Room Alterations

Beachfront Parking

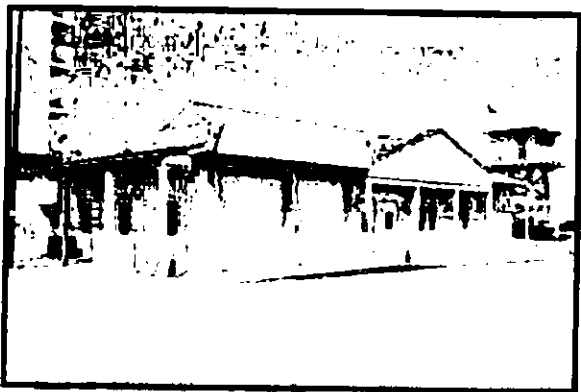
Strickland Shooting Range Remodeling

Branch Jail Entry Plaza

Volusia County Ocean Center Signage

Public Defender Office Remodeling

Relevance: We are providing the same services that the City of Port Orange is requesting.



Tab C-Experience on Similar Projects

City of Daytona Beach, Continuing Architectural Design Services

Provide necessary services to perform work on various capital improvement projects for use by the City.

Client: The City of Daytona Beach

P.O. Box 2451, Daytona Beach, FL 32115

Client Reference: Rick Doyle

Phone: (386) 671-8608 E-mail: doyler@codb.us

Years: 2005 - Ongoing

Services Provided:

Architectural Design and Planning Services, from Schematic Design thru Construction Administration on various new constructions, additions, renovations, remodeling, alterations, demolitions, space planning, life safety and master planning.

Projects:

Daytona Beach Golf Course Restaurant and Pro Shop Renovations

Ritchey Plaza Fountain

Daytona Beach Golf Club Improvements

Peabody Auditorium Kitchen Renovations

Utilities Department Renovations

Daytona Beach Band Shell Renovations

Daytona Beach Pier Renovations

Bus Stop Shelter at Tarragona Arch Upgrades

Bus Stop Shelter at Daytona Plaza Upgrades

Peabody Auditorium Stage Improvements

Municipal Stadium Concession Remodel

Relevance: We are providing the same services that the City of Port Orange is requesting.



Tab C- Experience on Similar Projects

City of Port Orange, Contract for Architectural Design Services

Client: The City of Port Orange, Parks and Recreation
1000 City Center Circle, Port Orange, Florida 32129

Client Reference: Susan Lovallo

Phone: 1-386-506-5852

E-mail: slovallo@port-orange.org

Cypress Head Golf Clubhouse Renovations

Services Provided:

Architectural Design Services from Schematic Design thru Construction Administration for renovations and upgrades to the existing Clubhouse/Banquet Facility. Project included new covered exterior dining areas, new storefront and upgraded HVAC system.



Before

After

Table Experience on Similar Projects

City of Port Orange, Contract for Architectural Design Services

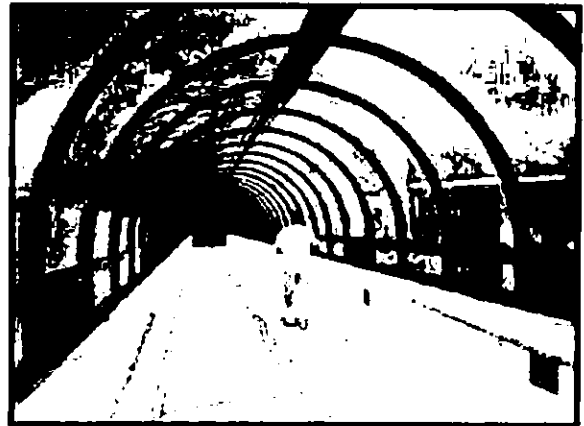
Client: The City of Port Orange, Parks and Recreation
1000 City Center Circle, Port Orange, Florida 32129
Client Reference: Susan Lovallo
Phone: 1-386-506-5852
E-mail: slovallo@port-orange.org

Services Provided:

Architectural Design and Planning Services on various new constructions, renovations, remodeling, alterations, demolition, space planning, life safety and master planning.

Recent Projects:

Public Safety Building Study
Port Orange City Hall Master Plan
Public Safety Building Re-Use Study 2
Public Safety Building Re-Use Study 3
City Hall Break Room Remodel
City Hall Pedestrian Bridge



Job C-Experience on Similar Projects

City of Port Orange, Contract for Architectural Design Services

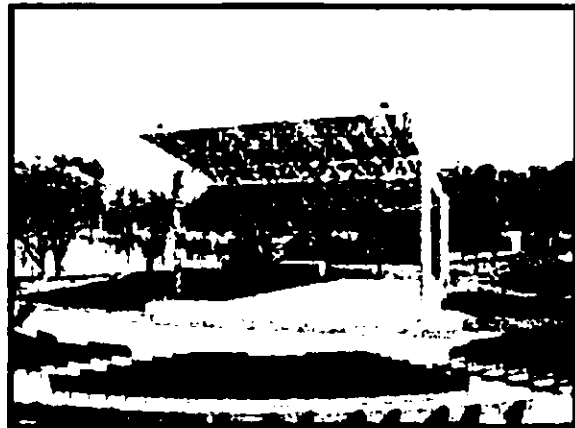
Client: The City of Port Orange, Parks and Recreation
1000 City Center Circle, Port Orange, Florida 32129

Past Projects:

Allen Green Community Center Addition

YMCA Additions and Remodeling

Port Orange Amphitheatre and Stage Roof Criteria



Tab E

Quality of Innovative Solutions and Project Approach



15 Quality of Innovative Solutions and Project Approach

Project Approach:

At the beginning of the **Cypress Head Golf Clubhouse** project, the **DJdesign Team** was tasked with “roofing-over” two exterior courtyards to capture more covered, exterior space. The initial proposal was for hipped-roofs to be tied into the existing gable roofs. This solution proved to be very costly due to structural and weather-proofing issues. We proposed two low-slope roofs instead, with internal drainage which saved enough money to full air-condition the renovated ballroom.



The **Daytona Playhouse** was originally constructed in the early 1950's and has served the community constantly since. Whereas the auditorium space was more than adequate, the lobby, concessions and, most critically, the toilet facilities were wholly inadequate and inaccessible to the disabled community. The Theater Board was seeking a Volusia County ECHO Grant and the **DJdesign Team** was hired to facilitate a fresh, new lobby/ticketing/concession space and fully-accessible toilets *and* the scheme was deemed worthy enough for a \$400,000 award.



Flagler County Innovative Solutions and Project Approach

The DJdesign Team was commissioned by Daytona State College to create an Academic Support Center on the main campus with a very tight site and equally-tight budget and schedule. To save time and money we proposed a three-story, concrete tilt-slab building design in lieu of the customary masonry construction process. The tilt-slab method allowed us to 'stand-up' the entire building shell in just over a month's time and it was able to withstand the onslaught of Hurricane Frances while only partially shored-up. As the first building of its kind on any DSC campus, it remains the most economical and easiest-to-maintain.



The Flagler County Government Services complex consists of nine buildings including an Emergency Operations Center, Administration Building and Courthouse. During programming and planning, the DJdesign Team proposed designing a central energy plant and chilled-water cooling loop to serve the air-conditioning needs of over 300,000 square feet of floor-space. Because of energy-efficient building designs and the chilled-water system, FPL rebated the County over \$17,000 in power fees after the first quarter's operations.

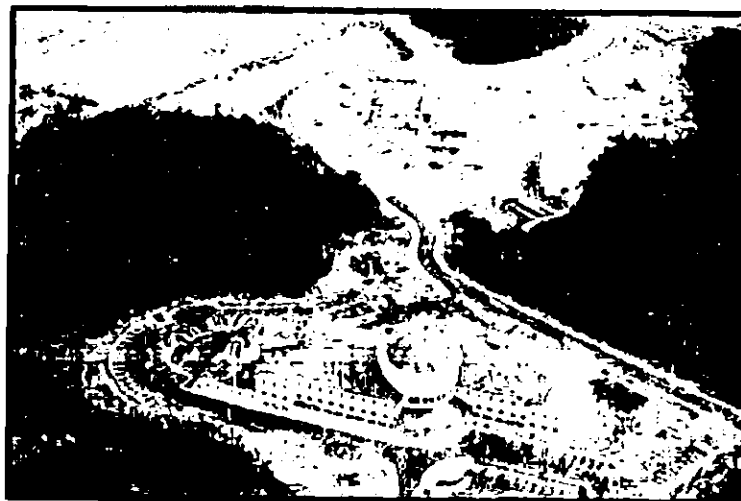


Table- Quality of Innovative Solutions and Project Approach

Delivering Projects On-time and Within Budget:

The key to a successful project outcome depends upon the experience and perseverance of the design team leader. In this case we have in Dana Smith the continuity of having worked with many of the City's key staff already. He has helped program, design, schedule and budget most of the upcoming capital projects and understands how the City operates and the economic and social drivers that influence decisions within.

By managing the operational and budgetary expectations early-on and using these project management principles, he can affect consistent quality, cost-control, on-time performance and coordinated document management:

- Consistent and proactive leadership...all disciplines...all project phases.
- Detailed scheduling with milestone events.
- Careful documentation and distribution of information to the stakeholders.
- In-depth research of requirements, codes and standards.
- Early review with code authorities.
- Use of nationally recognized standards for planning, design and job-costing.
- Quality control of documents.
- Frequent site visits during construction.
- Pro-active responses and thorough documentation.



Tab F

Licenses & Insurance

Ddesign Services, Inc.,

RICK SCOTT, GOVERNOR		KEN LAWSON, SECRETARY	
STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION BOARD OF ARCHITECTURE & INTERIOR DESIGN			
LICENSE NUMBER			
AA26000567			
The ARCHITECT CORPORATION Named below IS CERTIFIED Under the provisions of Chapter 481 FS. Expiration date FEB 28, 2017			
D & DESIGN SERVICES, INC. 913 NORTH NOVA RD HOLLY HILL FL 32117			
ISSUED: 01/13/2015		SEQ # L1501130001276	
DISPLAY AS REQUIRED BY LAW			



James M. Wachtel, RA, President, Project Management / Construction Administration

RICK SCOTT, GOVERNOR		KEN LAWSON, SECRETARY	
STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION BOARD OF ARCHITECTURE & INTERIOR DESIGN			
LICENSE NUMBER			
AR0014460			
The ARCHITECT Named below IS LICENSED Under the provisions of Chapter 481 FS. Expiration date FEB 28, 2017			
WACHTEL, JAMES M 1880 MANOR WAY DELAND FL 32724			
ISSUED: 01/13/2015		SEQ # L1501130001281	
DISPLAY AS REQUIRED BY LAW			



Dana M. Smith, RA, Vice-President, Principal In Charge / Project Architect

RICK SCOTT, GOVERNOR		KEN LAWSON, SECRETARY	
STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION BOARD OF ARCHITECTURE & INTERIOR DESIGN			
LICENSE NUMBER			
AR0004463			
The ARCHITECT Named below IS LICENSED Under the provisions of Chapter 481 FS. Expiration date FEB 28, 2017			
SMITH, DANA MARSHALL 5 ARCHANGEL CIRCLE ORMOND BEACH FL 32074			
ISSUED: 01/13/2015		SEQ # L1501130001252	
DISPLAY AS REQUIRED BY LAW			



2016/2017

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 # 200306100006 Expires: September 30, 2017
Business Location: 913 N NOVA RD



Business Name: DJ DESIGN SERVICES INC
Owner Name: JIM WACHTEL
Mailing Address: 913 N NOVA RD
HOLLY HILL, FL 32117

BUSINESS TYPE	CODE	COUNT	TAX
Architect or Engineer	461AE		\$30.00

- 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: 08/03/2016
RECEIPT #: Lockbox-15-00081
TOTAL TAX: 30.00
PENALTY: 0.00
TOTAL PAID: 30.00

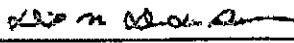


Business Name: DJ DESIGN SERVICES INC
Owner Name: JIM WACHTEL
Mailing Address: 913 N NOVA RD
HOLLY HILL, FL 32117



Account # 200306100006 Expires: September 30, 2017
Business Location: 913 N NOVA RD

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

Client#: 1051554		DJDES		DATE (MM/DD/YYYY) 03/29/2016		
ACORD. CERTIFICATE OF LIABILITY INSURANCE						
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.						
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).						
PRODUCER USI Insurance Services, LLC, 1715 N. Westshore Blvd. Suite 700 Tampa, FL 33607			CONTACT PHONE (A/C No. Ex): 813 321-7500 FAX (A/C No.): E-MAIL ADDRESS:			
INSURED DJ Design Services, Inc. 913 North Nova Road Holly Hill, FL 32117			INSURER(S) AFFORDING COVERAGE		NAIC #	
			INSURER A: Phoenix Insurance Company		25623	
			INSURER B: Travelers Casualty & Surety Co		19038	
			INSURER C: XL Specialty Insurance Company		37885	
			INSURER D:			
			INSURER E:			
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:						
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFFECT DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:	X X	6808782L51A	03/26/2016	03/26/2017	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Per 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	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS	X	6808782L51A	03/26/2016	03/26/2017	COMBINED SINGLE LIMIT (Per accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ UMBRELLA LIAB EXCESS LIAB DEC RETENTION \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICIAL/OWNER EXCLUDED? (Mandatory in FL) If yes, describe work DESCRIPTION OF OPERATIONS below	Y/N N N/A	UB5675Y324	03/26/2016	03/26/2017	EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE ☒ 1ST-TP ☐ E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability		DPS9803130	03/26/2016	03/26/2017	\$1,000,000 per claim \$1,000,000 annl aggr.
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Professional Liability coverage is written on a claims-made basis.						
CERTIFICATE HOLDER For Proposal Purposes			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 			

ACORD 25 (2014/01) 1 of 1
 #S17527354/M17527328

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KEBEW

Tab G

Financial Stability/Litigation and Debarment History



10/26/2010 11:11:37 AM/Origin and Department History/

DJdesign Services, Inc. is a Florida Corporation wholly owned by Dana M. Smith and James M. Wachtel.

DJdesign Services Inc. has the financial capability and the human resources to manage the design team and provide the Architectural Services noted.

The Corporation engages PNC Bank for our Banking Services which includes checking, savings and line-of-credit services.

Contact is:

1020 Granada Blvd.
Ormond Beach, Florida 32174
(386) 677-6966

The Corporation engages Bennett, Woodward and Associates for Accounting Services.

Contact is:

Mr. Harold Bennett
1238 Ridgewood Ave
Holly Hill, Florida 32117
(386) 252-4669

DJdesign Inc. warrants that there is no action suit, proceeding, inquiry, or investigation, at law or equity, before or by a court, governmental agency, public board or body, pending or, to the best of the firm's knowledge, threatened, which would in any way prohibit, restrain, or enjoin, the execution or delivery of the firm's obligations or diminish the firm's financial ability to perform the terms of the proposed contract.

DJdesign Inc. is pleased to state that we have never been involved in, nor are currently involved in any type of claims or litigation.

DJdesign Services, Inc. has never been terminated from any contract agreement for any cause.

DJdesign Services, Inc., DUNS Number is 135391212

State of Florida

Department of State

I certify from the records of this office that DJDESIGN SERVICES, INC. is a corporation organized under the laws of the State of Florida, filed on August 16, 2002.

The document number of this corporation is P02000089023.

I further certify that said corporation has paid all fees due this office through December 31, 2016, that its most recent annual report/uniform business report was filed on January 25, 2016, 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 Twenty-fifth day of January,
2016*

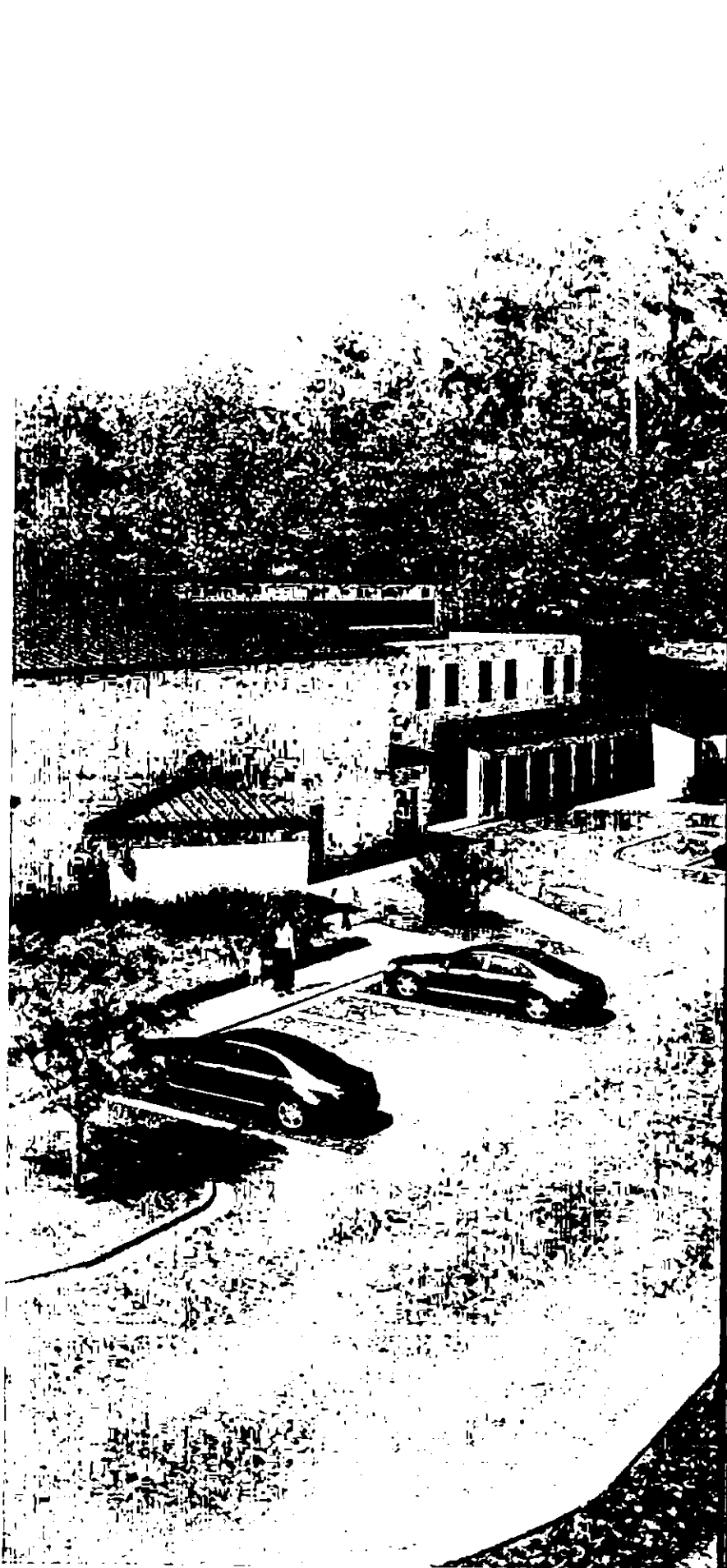


Ken Peterson
Secretary of State

Tracking Number: CC2681386440

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

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



Tab H

***Client References
for Similar Projects***

Relevant Experience for Similar Projects

Daytona State College, Continuing Architectural Design Services Contract

Contract awarded in 2004 with renewals and extensions thru 2016 with two years of extensions

Steven D. Eckman, P.E., Director of Facilities Planning
Daytona State College
1200 West International Speedway Blvd.
Daytona Beach, Florida 32114
(386) 506-3180
eckmans@daytonastate.edu

Volusia County, Continuing Architectural Design Services Contract

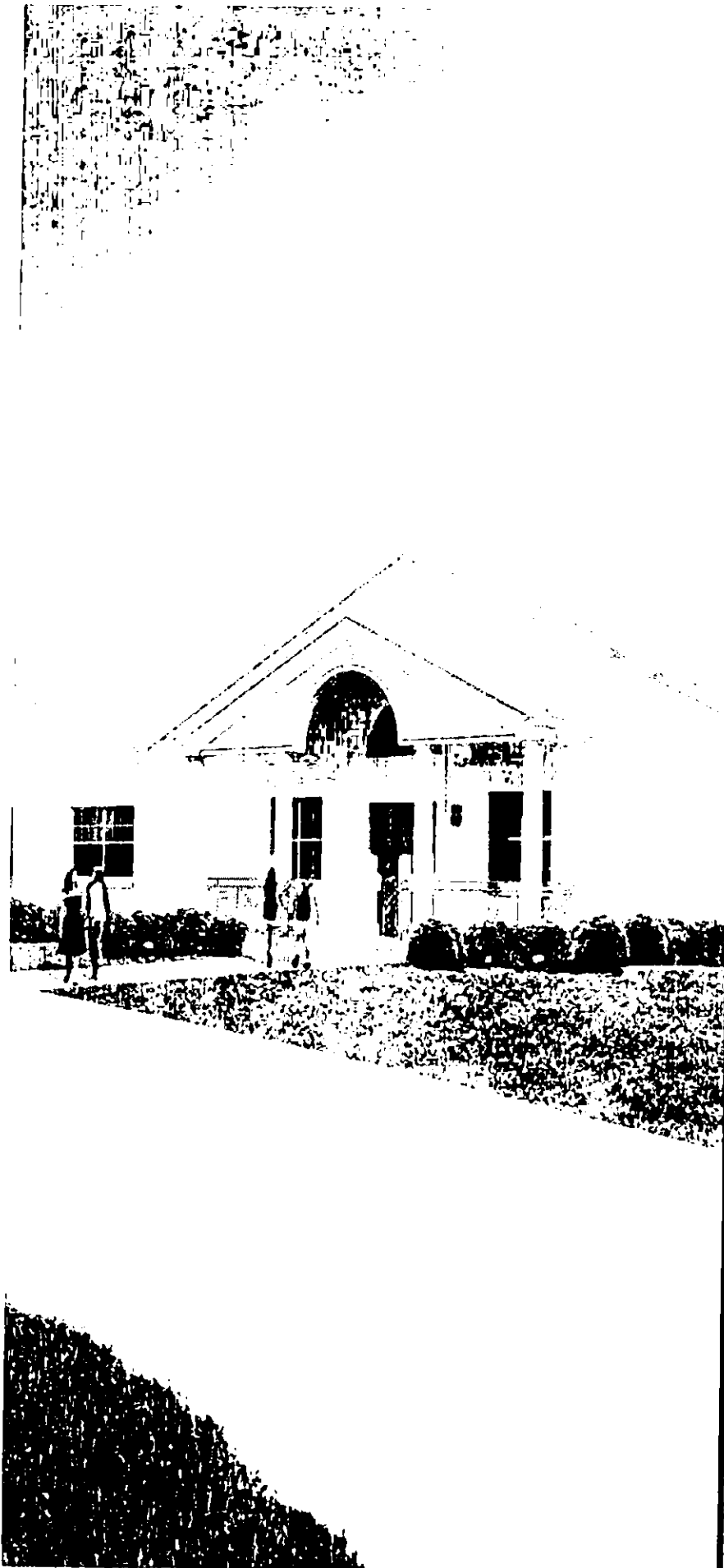
Contract awarded in 2015 – On-going

Peter H. Musslewhite, Facilities Engineer
County of Volusia, Financial & Administrative Services
3811 Tiger Bay Road
Daytona Beach, Florida 32124
(386) 248-1760
pmusslewhite@volusia.org

Flagler County Public School District, Continuing Architectural Design Services Contract

Contract awarded in 2012 with renewals and extension thru 2017 with two years of extensions

Chuck Coates, Project Manager
Flagler County Public School District, Plant Services
5400 Highway 100 East, Palm Coast, FL 32164
Phone: (386) 586-5192
coatesc@flaglerschools.com



Tab

/

Required Documents

SECTION 9 – REQUIRED FORMS

FORM 9.1 – STATEMENTS OF QUALIFICATIONS SUBMITTAL CHECKLIST

- ☒ Form 9.2 – Vendor'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 Pursuant to Section 287.133 (3) (a) F.S. in Public Entity Crimes
- ☒ Form 9.6 – Affidavit of Anti-Collusion Form
- ☒ Form 9.7 – Authorized Signatures/Negotiators
- ☒ Form 9.8 – Vendor Application Form
- ☒ W-9 Form
- ☒ Copy of Certificate of Insurance
- ☒ Submission of one (1) original marked "ORIGINAL", six (6) identical copies, and one (1) identical digital version in PDF format on CD or USB flash/thumb drive.

BY: DJdesign Services, Inc.,

Vendor



Authorized Signature

August 26, 2016

Date

FORM 9.2 – VENDOR'S ACKNOWLEDGEMENT FORM

I have carefully examined the Request for Statements of Qualifications (RFSQ) 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 Request for Statements of Qualifications at the prices or rates as finally negotiated. I agree that my Statement will remain firm for a period of up to one hundred and twenty (120) days in order to allow the City of Port Orange adequate time to evaluate the proposal. Furthermore, I agree to abide by all conditions of the Request for Statements of Qualifications.

I certify that all information contained in this Statement is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this Statement 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 Statement is made without prior understanding, contract, connection, discussion, or collusion with any person, firm or corporation submitting a Statement 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 RFSQ; 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 RFSQ.

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 Statement non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE STATEMENT OF QUALIFICATIONS IS SUBMITTED:

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

DJdesign Services, Inc.

NAME OF BUSINESS

Dana M. Smith

AUTHORIZED SIGNATURE

Dana M. Smith, RA, Vice-President

NAME, TITLE, TYPED

11-3654812

FEDERAL IDENTIFICATION #

913 North Nova Road

MAILING ADDRESS

Holly Hill, Florida 32117

CITY, STATE & ZIP CODE

1-386-255-6987 1-386-255-6989

TELEPHONE NUMBER / FAX NUMBER

dsmith@djdesigninc.com

E-MAIL ADDRESS

STATE OF Florida COUNTY OF Volusia

The foregoing instrument was acknowledged before me this day of 26th, 2016 by Dana M. Smith, RA, VP, who is personally known to me or who has produced an identification and who did take an oath.

My Commission Expires 9/15/2017



NOTARY PUBLIC

STATE OF FLORIDA

Comm # FF028197

Expires 9/15/2017

Shannon Dee Foote
Notary Public

RFSQ # 16-36 Professional Architectural and Engineering Services

Page 51 of 60

FORM 9.3 – 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."

DJdesign Services, Inc.,

Name of Business

Dana M. Smith

Authorized Signature

August 26, 2016

Date

DANA M. SMITH

Print Name

STATE OF Florida COUNTY OF Volusia

The foregoing instrument was acknowledged before me this day of 26th, 2016 by Dana M. Smith, RA, VP, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires:

Shannon Dee Foor
Notary Public

 SHANNON DEE FOOR
NOTARY PUBLIC
STATE OF FLORIDA
Commission Expires 9/15/2017
RFSQ 10/1/17 Project: Structural and Engineering Services

Page 52 of 60

FORM 9.4 - 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 Firm: DJdesign Services, Inc.,

By: Dana M. Smith, RA, VP

(Name and Title)

Date: August 26, 2016

The foregoing instrument was acknowledged before me this 26th day of August, 2016 by Dana M. Smith, as Vice-President of DJdesign and who: ☒ is personally known to me; or ☐ has produced _____ as identification.



SHANNON DEE FOOTE
NOTARY PUBLIC
STATE OF FLORIDA
Comm. # FF028797
Expires 9/15/2018

Shannon Foote
Notary Public, State of Florida

document must be completed and returned

FORM 9.5 – SWORN STATEMENT UNDER § 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 Dana M. Smith VP, who, being by me first duly sworn, made the following statement:

1. The business address of DJdesign Services, Inc., (name of Offeror or business) is 913 North Nova Road, Holly Hill, Florida 32117
2. My relationship to DJdesign Services, Inc., (name of Offeror or business) is Vice-President (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____ A copy of the order of the Division of Administrative Hearings is attached to this statement. (Draw a line through paragraph 7 if paragraph 6 above applies.)

Dana M. Smith
(Authorized Signature)

August 26, 2016
(Date)

Dana M. Smith, RA, VP
(Print Name)

STATE OF Florida COUNTY OF Volusia

The foregoing instrument was acknowledged before me this 26th day of August, 2016 by Dana M. Smith as VP of DJdesign and who: ☒ is personally known to me; or ☐ has produced _____ as identification.

Shannon Dee Foor
Notary Public, State of Florida
Printed Name, Commission Seal and Term Expiration Date



SHANNON DEE FOOR
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF028797
Expires 9/15/2017

FORM 9.5. – ANTI-COLLUSION FORM

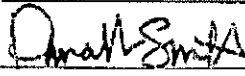
ANTI-COLLUSION STATEMENT PROPOSAL FORM:

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

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

IT IS AGREED BY THE UNDERSIGNED VENDOR THAT THE SIGNING AND DELIVERY OF THE STATEMENT OF QUALIFICATIONS REPRESENTS THE VENDOR'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 VENDOR AND THE CITY OF PORT ORANGE.

NAME OF FIRM: DJdesign Services, Inc.,

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

PRINTED SIGNATURE: Dana M. Smith, RA

TITLE: Vice-President

ADDRESS: 913 North Nova Road

CITY: Holly Hill STATE: Florida ZIP CODE: 32117

TELEPHONE: 1-386-255-6987 FAX: 1-386-255-6989

COMPLETION TIME: _____

F.E.I.N. NUMBER: 11-3654812

NO Statement of Qualifications may be withdrawn for a period of one hundred and twenty (120) days subsequent to the submittal of the Statement of Qualifications, without the consent of the City of Port Orange.

NO PROPOSAL (REASON): _____

City of Port Orange, Florida - 2015

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

Name	Title	Phone #
Dana M. Smith, RA	Vice-President	1-386-255-6987
James M. Wachtel, RA	President	1-386-255-6987

Donald Smith
(Authorized Signature)

FORM 9.8 - VENDOR APPLICATION

City of Port Orange
Vendor Application

City of Port Orange
Attn: Purchasing Division
(386) 506-5718
1000 City Center Circle
Port Orange, FL 32129

Date: August 26, 2016

FIRM NAME: DJdesign Services, Inc.,

ADDRESS: 913 North Nova Road

CITY: Holly Hill STATE: Florida ZIP CODE: 32117

If remittance payment address is different than application or W9 please fill out below:

ADDRESS: 913 North Nova Road, Holly Hill, Florida 32117

TEL. # (including area code): 1-386-255-6987 FAX.# 1-386-255-6989

SIGNATURE PERSON FILING APPLICATION: 

PRINTED NAME: Dana M. Smith, RA

TITLE: Vice-President

FEDERAL I.D. (F.E.I.N.) # 11-3654812

E-MAIL ADDRESS: dsmith@djdesigninc.com
(Authorized Company Representative)

COMPANY STATUS:

INCORPORATED: ☒ Y ☐ N State Incorporated: Florida Year: 2002

TYPE OF ORGANIZATION: ☐ Indiv. ☒ Partnership ☐ Corp. ☐ Non-Profit ☐ LLC

ATTORNEY TRUST ACCOUNT NAME: _____

INSURANCE: Proof of adequate coverage for professional general liability, errors and omissions and workers' compensation may be required for certain types of procurements.

☐ Check this box to waive insurance requirements **only** if you are providing goods for F.O.B destination with no installation services.

*** NOTE TO VENDORS***

The City of Port Orange, Florida does not maintain a prospective vendor's list, classified by commodities for the purpose of inviting sealed bids and quotation.

The City utilizes DemandStar www.demandstar.com to release Bids/RFP's and quotes. While the City advertises the Invitation to Bid in the local newspaper (Daytona News Journal) only in rare cases does the City mail out announcement notices to vendors. Vendors interested in becoming a member of DemandStar may visit their web site at: www.demandstar.com or by calling them at 1-800-711-1712.

Vendors will automatically receive notice of request for Bids/RFP's or quotes after they sign up on DemandStar. It is important that vendors sign, complete and return this application. Also include the W-9 and insurance information requirements in order for the City to assign a vendor number on our computer system.

It is also the vendor's responsibility to keep the Purchasing Division informed as to any change of address or insurance that may occur.

If your company is interested in bidding on commodities/services in addition to those specified, on any specific article related to the main category, insert the type of those materials on the blank space provided for each category group. Attorney services are secured by direct telephone quotes or written price inquiries.

Drug Free Workplace: A statement as to whether or not your firm has implemented a drug-free workplace program, as described in Section 287.087 of the Florida Statutes should be noted. Failure to respond in affirmative to this request will not disqualify you from consideration. Preference will be given to firms which have implemented a drug-free workplace program in the case where the City has received two or more bids what are equal with respect to price, quality, and service.

Equal Employment Opportunity (EEO): All vendors will be required to make an affirmative statement as to their support of all applicable equal opportunity affirmative actions requirements. A copy of the City's Equal Employment Opportunity statement (EEO) will be available to the vendor upon request.

I **certify** that the information supplied herein is correct and that neither the applicant nor any person (or concern) in any connection with the applicant as a principal or officer, so far as is known, is now disqualified from the public contracting and purchasing process by any agency of the federal government, the State of Florida or the City of Port Orange.

Signature of Person Completing Form: 

Printed/Types Name: Dana M. Smith, RA Title: Vice-President

Commodity/Services Architectural Design and Planning Services

W-9 Form

W-9
Form
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

DJdesign Services, Inc.,

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax

classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership)

☐ Exempt payee

☐ Other (see instructions)*

Address (number, street, and apt. or suite no.)

913 North Nova Road

City, state, and ZIP code

Holly Hill, Florida 32117

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

11-3654812

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number

11-3654812

Part II

Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).
4. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person

[Signature]

Date August 26, 2016

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

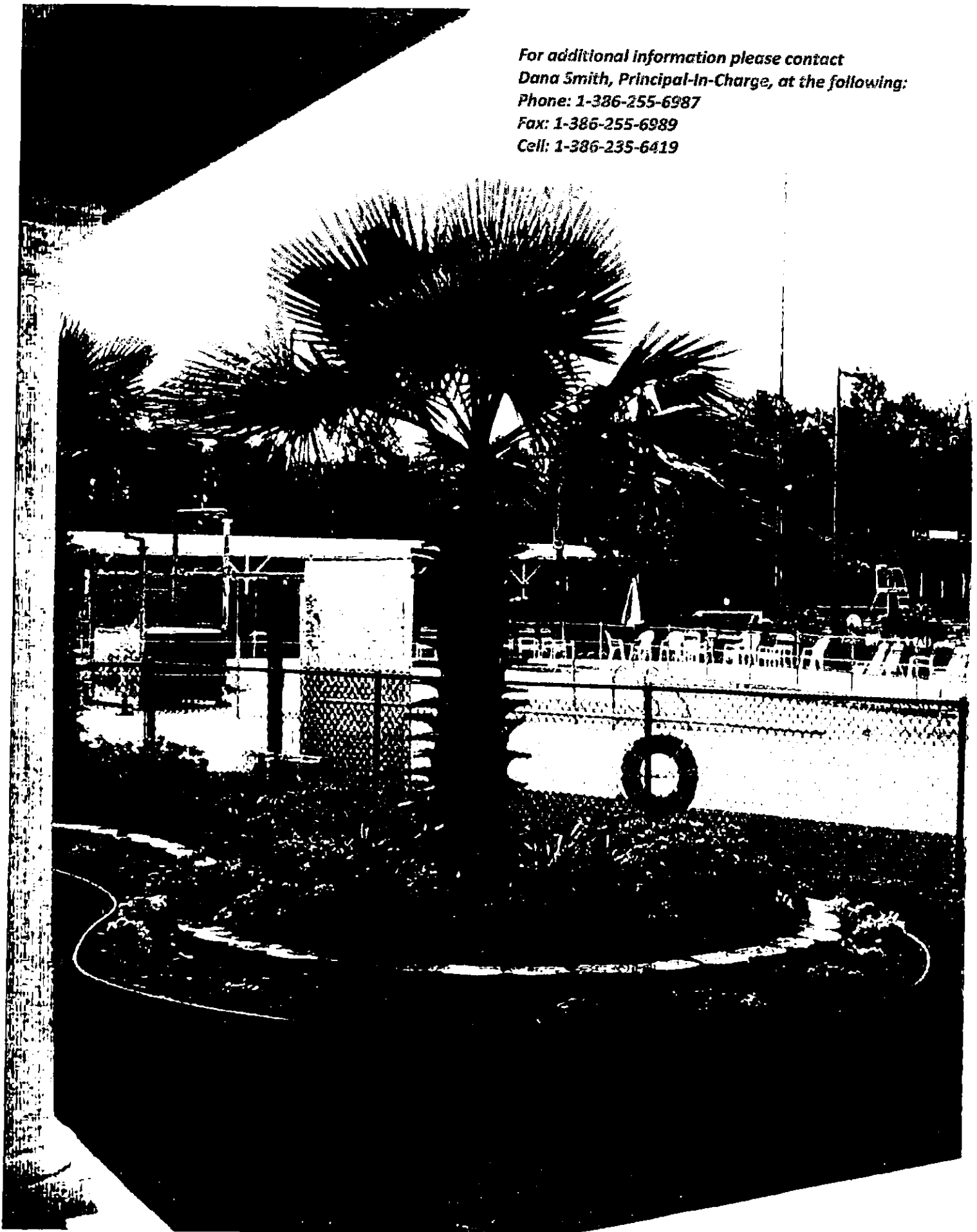
- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

Why Select DJdesign?

- We are very experienced with these types of projects!***
- We are readily accessible and very responsive!***
- We are innovative and budget-sensitive!***
- We enjoy repeat business from satisfied clients!***
- We provide strong project management as 'hands-on' professionals!***
- We provide aggressive and pro-active construction phase services!***

*For additional information please contact
Dana Smith, Principal-In-Charge, at the following:
Phone: 1-386-255-6987
Fax: 1-386-255-6989
Cell: 1-386-235-6419*



CITY OF PORT ORANGE, FLORIDA

REQUEST FOR STATEMENTS OF QUALIFICATIONS

PROFESSIONAL ARCHITECTURAL SERVICES

RFSQ #16-36



City of Port Orange Purchasing Division
Diana M. Fye, CPPB, FCPA, Purchasing Manager

Prepared by: Diana M. Fye, CPPB, FCPA, Purchasing Manager

Release Date: August 5, 2016

Statement of Qualifications Due Date and Time:
August 26, 2016 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 RFSQ #16-36 Professional Architectural Services

Notice is hereby given that the City of Port Orange, Florida pursuant to and in compliance with the Consultants Competitive Negotiation Act, Florida Statutes 287, Section 287.055 is seeking **Statements of Qualifications for Professional Architectural Services**. Submissions of Statements of Qualifications (Statements) 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 August 26, 2016** which may be amended by addendum issued by the City. All untimely Statements will not be considered and will be returned to the Proposer unopened. All Statements will be evaluated to ensure they contain all required forms in order to deem the Proposer responsive or non-responsive. Statements will be opened and read aloud at 2:30 P.M. in Council Chambers.

DESCRIPTION: The purpose of this RFSQ is to establish a master agreement for professional Architectural Services for various renovation, restoration, construction and general consulting projects in the City of Port Orange.

All Statements of Qualifications are solicited and will be evaluated on the criteria outlined in the RFSQ. An evaluation committee primarily comprised of City staff has been appointed to evaluate and rank the Statements of Qualifications received in accordance with the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2.256 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 RFSQ documents, requirements, scope of service and all other pertinent information necessary to submit a complete package may be obtained electronically from Onvia (DemandStar) via their website at www.demandstar.com. All questions shall be directed in **writing** to the Purchasing Manager, Diana M. Fye, CPPB, FCPA, purchdiv@port-orange.org and reference "Questions on RFSQ #16-36, Professional Architectural Services" in the subject line. Last day for questions will be **August 12, 2016 at 5:00 PM**.

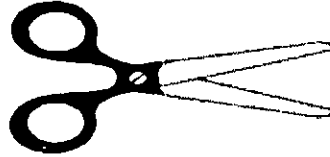
All Vendors are required to complete and submit a Public Entity Crime Statement, the Anti-Collusion Statement, and Drug Free Tie Proposal Preference Statement, as well as other documents as required by the solicitation.

No Statements received after the time and date specified for the opening will be considered. The City of Port Orange reserves the right to negotiate modifications to any submittal that it deems to be acceptable; to reject with or without cause, any or all submittals, or to interview or not interview individual submitters, to waive any non-substantial irregularity in submissions received in whole or in part whenever such waiver or rejection is in the best interest of the City.

Statements of Qualifications shall be submitted in the City Clerk's office with one (1) original (marked as "Original"), six (6) identical copies, and one (1) identical digital version in pdf format on CD or USB flash/thumb drive, addressed to Diana M. Fye, CPPB, FCPA, Purchasing Manager, Finance Department, City Hall, 1000 City Center Circle, Port Orange, Florida 32129 in a **SEALED ENVELOPE/PACKAGE** plainly marked on the outside: **"RFSQ #16-36, Professional Architectural Services"**.

Diana M. Fye, CPPB, FCPA, Purchasing Manager
Legal Ad - One Time – August 5, 2016

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



SEALED STATEMENT OF QUALIFICATIONS * DO NOT OPEN	
SEALED STATEMENT NO.	RFSQ #16-36
STATEMENT TITLE:	Professional Architectural Services
DUE DATE/TIME:	August 26, 2016 at 2:30 pm
SUBMITTED BY:	(Name of Company)
DELIVER TO:	City of Port Orange City Clerk's Office Attn: Diana M. Fye, CPPB, FCPA Purchasing Manager 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 Request for Statement of Qualifications (RFSQ) is to solicit competitive sealed Statements of Qualifications from Vendors for the provision of professional Architectural Services, in accordance with Florida Statute 287.055, known as the "Consultants' Competitive Negotiation Act" (the "CCNA"), as described herein.

It is the intent and purpose of the City of Port Orange (City) that this Request for Statement of Qualifications promotes competitive selection. It shall be the Vendor'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 RFSQ to a single source.

[Remainder of this page left intentionally blank]

SECTION 2 – INSTRUCTIONS TO VENDORS

Firms or companies (Vendor) desiring to provide services, as described herein shall submit sealed Statements of Qualifications including one (1) original (marked as "Original"), six (6) identical copies, 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: August 5, 2016
Deadline for Questions: August 12, 2016 by 5:00 p.m.
Final Addendum Posting: August 19, 2016
Statements Due: August 26, 2016 by 2:30 p.m.
Evaluation Committee Meeting 1:30 p.m., September 6, 2016
Shortlisted Firms Presentations/Discussions September 13, 2016
City Council Meeting for Approval of Recommendation of Award September 20, 2016

Statements of Qualifications must be delivered in a sealed envelope/package and delivered to the City of Port Orange City Clerk's Office, Attn: Diana M. Fye, CPPB, FCPA, Purchasing Manager, Finance Department, 1000 City Center Circle, Port Orange, Florida 32129 no later than the date and time listed in the Timeline above. All times referenced are local time.

Statements of Qualifications shall be sealed and Vendors should clearly indicate on the outside of their submission the following:

- a) Request for Statements of Qualifications (RFSQ) 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 Statements of Qualifications to the City prior to the deadline set for receiving statements. Carrier and hand deliveries of Statements 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. Statements 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 Statement package. **Faxed Statements shall be rejected as non-responsive regardless of where or when the fax is received.**

All Statements of Qualifications will be opened publicly and the names of all Vendors shall be read aloud. All conferences, and meetings (including opening of Statements) regarding this RFSQ are recorded electronically (audio only).

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

QUESTIONS REGARDING THIS RFSQ:

All questions shall reference "Questions on RFSQ # 16-36 Professional Architectural Services" in the subject line. All questions concerning this RFSQ shall be submitted in writing no later than the date and time referenced in the Timeline above to:

Diana M. Fye, CPPB, FCPA
Purchasing Manager
1000 City Center Circle
Port Orange, FL 32129
purchdiv@port-orange.org; or
dfye@port-orange.org

ADDENDA REGARDING THE REQUEST FOR STATEMENT OF QUALIFICATIONS:

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Statement Due Date. Vendors should not rely on any representations, statements or explanations other than those made in this RFSQ or in any addendum to this RFSQ. Where there appears to be a conflict between the RFSQ 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 Statement that all addenda have been received. Vendors should acknowledge the correct number of addenda received as part of their Statements. It is the responsibility of the Vendor to ensure all addenda have been received prior to submitting a Statement.

Written responses, in the form of an addendum, will be provided via the Demand Star website at: www.demandstar.com

The failure of Vendors to submit acknowledgement of any addenda that affects the RFSQ required documentation is considered a major irregularity and will be cause for rejection of the Statement.

The City of Port Orange reserves the right to consider the omission of an acknowledgement of addendum as cause for rejection of the RFSQ 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 RFSQ. Lack of understanding and/or misinterpretation of any portions of this RFSQ shall not be cause for withdrawal of your Statement after opening or for subsequent protest of award. Vendors must contact the Purchasing Representative, at the email provided, should clarification be required.

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

MINIMUM QUALIFICATIONS:

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

Vendors must be properly registered and licensed to engage in the scope of work pertaining to this RFSQ, by all applicable state and local agencies.

Vendors must provide a minimum of three (3) verifiable references from similar scopes of work as identified in this RFSQ on the provided "Professional References" form. Failure to provide references that verify required experience will cause the Vendor to be deemed non-responsive.

EXCEPTIONS TO SPECIFICATIONS:

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

STATEMENT OF QUALIFICATIONS SUBMISSION AND WITHDRAWAL:

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

CORRECTION OF STATEMENTS OF QUALIFICATIONS:

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

WITHDRAWAL OF STATEMENTS OF QUALIFICATIONS:

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

OPENING OF STATEMENTS OF QUALIFICATIONS:

Statements of Qualifications will be received until the date and time stated in this RFSQ 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 Statement not properly addressed and identified.

REJECTION OF STATEMENTS OF QUALIFICATIONS:

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

STATEMENTS 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.

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 RFSQ. 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 Statements for this project. Any Vendor contacting individuals mentioned herein in violation of this warning may automatically be disqualified from further consideration for this RFSQ.

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.

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SECTION 3 – SCOPE OF SERVICES

PROJECT DESCRIPTION:

The purpose of this RFSQ is to establish a master agreement for Professional Architectural Services for various renovation, restoration, construction and general consulting projects in the City of Port Orange in accordance with Florida Statue 287.055, known as the "Consultants' Competitive Negotiation Act" (the "CCNA"). Services for projects may include conducting and/or attending preconstruction meetings, review of shop drawings, record drawing review, cost estimating, and additional architectural services as required during the course of construction.

Authorization for Services under the contract shall be in the form of written Task Authorization issued and executed by the City and signed by the Architect. Each task Authorization shall describe the services required, state the date of the commencement and completion of work, and establish the amount and method of payment. The City makes no covenant or promise as to the number of available projects nor will the Architect perform any project for the City during the life of this Contract.

GENERAL INFORMATION:

Sub-consultants

The City of Port Orange reserves the right to approve all sub-consultants for this contract. If sub-consultants are to be utilized, their names and references must be included within this initial proposal. Responsibility for the performance of the contract remains with the main Consultant exclusively. Sub-consultants may be added to this contract during the contract period only with PRIOR WRITTEN PERMISSION from the City of Port Orange.

Qualifications

The proposer must have architects or other professional personnel that are registered and licensed in the State of Florida, qualified inspectors, financial advisors or other personnel as required to perform the duties necessary to complete the various services for this project.

Anticipated Services

The top ranked firms will submit a detailed scope of services for consideration during negotiations for individual work authorizations under the continuing service contract. The negotiated scope of professional services for the specified project(s) may include, but may not be limited to, the scope of work discussed above.

Compensation

After a final ranking of all proposals received has been decided, the City will begin negotiations with the top ranked firms for a master contract and pricing, per the Consultant's Competitive Negotiations Act requirements. Compensation will be negotiated between the City and the awarded firms.

The City may elect to provide compensation in the Lump-Sum or Unit Cost with maximum format.

Progress payments may be requested monthly. All invoices shall include the Purchase Order Number, the City Contract Number, the name of the project, the authorized amount, the total of previous billings, the current billing amount, and the amount remaining unbilled. In addition, a narrative summary of services provided, explanation of expenses billed under the current billing amount and all back-up documentation needed to confirm the appropriateness of the Consultant's billing shall be provided.

The City's normal payment procedures in accordance with the Florida Prompt Payment Act will be observed. No early payments shall be approved.

No out of scope services shall be provided or compensated in the absence of prior, written authorization in the form of a supplemental Contract and issuance of an appropriate change order to the existing Purchase Order. The City will accept no obligation for any services provided which do not conform to this requirement.

ARCHITECTURAL SERVICES:

- Provide all certifications ("Architect of Record" function) surveys, calculations, drawings, technical specifications and any other documents required for special permits and authorizations from various government bodies or agencies having jurisdiction over the project;
- Prepare time scaled diagrams showing the dates of completion of various design phases and scheduled completion of working drawings and specifications and submit for Contract Administrator's review and approval;
- Verify and evaluate technical proposals furnished by the construction contractor if requested by the City and provide such amplifications and explanations that may be necessary to clarify the intent of the drawings and specifications.
- Furnish consultation and advice as requested by the City during the construction of a project, including Construction Administration Services (unless otherwise stipulated in a specific amendment attached to the Task Authorization);
- Furnish all other Architectural services included without limitation those specified hereinafter and those required for the completion of specific projects as described in amendments to the Master Agreement Contract:
 - (a) Site Visits/Special Permits: The Architect shall visit the site and shall initiate and hold such conferences with representatives of the City and other agencies, boards or government bodies having jurisdiction over the area the project covers and take such other action as may be necessary to obtain permits and authorizations (except the construction permits) and other data upon which to develop the design and preliminary sketches showing the contemplated project.
 - (b) Preliminary Sketches and Opinion of Probable Construction Costs: The preliminary sketches shall include plans, elevations and sections development in such detail and with such descriptive specifications as will clearly indicate the scope of work, and make possible a reasonable opinion of the construction cost and satisfy the requirements of permitting and regulatory agencies having jurisdiction. A preliminary opinion of probable construction costs shall be prepared based on the preliminary sketch or plan.
 - (c) Working Drawings and Specifications: After the preliminary sketches and opinion of probable construction costs have been approved, the Architect shall proceed with the preparation of working drawings and specifications as required by the Contract Administrator for the construction of said project. Working drawings, specifications and estimates shall be delivered to the Contract Administrator in such sequence and at such times as required by the City such that the construction work can be initiated promptly, procurement of materials made without delay and continuous prosecution of the work promoted, all in strict accordance with the approved design schedule

provided with a Task Authorization. A typical design schedule would include 30%, 60% and 90% drawings unless otherwise indicated on the Task Authorization. Working drawings and specification shall be revised as necessary to meet the requirements of permitting and regulatory agencies and as required by the Contract Administrator. After working drawings and specifications have been approved by the Contract Administrator, the Architect shall furnish such number of sets of prints of the approved working drawings and such number of sets of the approved specifications, as may be required by permitting and regulatory agencies and the Contract Administrator.

- (d) Original Drawings – Final Plans: Upon approval of final plans the Architect shall deliver to the City one set of original drawings, in such medium and on such materials, as may be required by the Contract Administrator, suitable for blueprinting, showing approved constructed requirements (not of “as-built” construction unless otherwise stipulated), provided, however, that should this contract be terminated by the City the Architect shall deliver to the City one set of originals as they exist at the time of termination. Such plans as are delivered shall become and remain the property of the City.
- (e) Revision of Final Drawings and Specifications: The Architect shall without additional fee correct and revise the drawings, specifications, or other materials furnished under this contract, if the Contract Administrator finds that such revision is necessary to correct errors or deficiencies for which the Architect is responsible.
- (f) Bidding: The Architect shall perform all necessary Architectural services required in connection with the competitive bidding for construction of the project and the preparation of all documents required thereof, including preparation of documents for separate bid packages for multiple contractors if so required by the Contract Administrator.
- (g) Reuse of Documents: The City shall have unlimited rights, for the benefit of the City in all drawings, designs, specifications, notes and other Architect’s work produced for a project in the performance of this contract, or in contemplation thereof, and all as-built drawings produced after completion of the work, including the right to use same on any other City work without additional cost to the City.
- (h) Expert Witness: The Architect shall serve as an expert witness for the City in any legal proceedings regarding a project under this Contract if the City so requests. The expert witness fee for the Architect shall be negotiated at the time the Architect is called as an expert.

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SECTION 4 – STANDARD PURCHASE DEFINITIONS

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

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

16. **Deliverables** means the goods, products, materials, and/or services to be provided to the City by a Bidder.
17. **Due Date** means the date and time specified for receipt of Responses to a Solicitation.
18. **End User** is a person, program, agency, or other eligible user who uses a contract to purchase a commodity or contractual service.
19. **Evaluation Committee/Team** is a temporary group of City personnel who are responsible for evaluation of proposals, statements of qualifications or replies as part of a Request for Proposals (RFP), Request for Submission of Qualifications (RFSQ), or Invitation to Negotiate (ITN), or competitive grant process.
20. **Evaluator** is a member of the evaluation committee/team.
21. **Goods** are supplies, materials, or equipment.
22. **Intent to Award** is a document, published on Onvia/DemandStar, that informs the public and respondents of the City's decision to award a contract pursuant to a previously issued competitive solicitation.
23. **Invitation to Bid (ITB) or Bid** means a formal request to prospective vendors requesting pricing for a specified Good or Service which has been advertised for Bid in a newspaper.
24. **Invitation to Negotiate (ITN)** means a formal request to prospective vendors requesting proposed specifications and pricing of a product and/or service which has been advertised for replies in a newspaper.
25. **Issues** means points, matters, or concerns to be addressed during negotiations.
26. **Lead Negotiator** is the negotiator responsible for leading and facilitating the formal negotiation discussions and selecting other required negotiation team members. Is often the "driver of change" and seeks alternatives/options.
27. **Lowest Responsible Bid means the responsive Bid** meeting all requirements of the specifications, terms, and conditions of the Invitation to Bid resulting in the lowest cost to the City in a total cost concept or based solely on price, taking into consideration the financial and practical ability of the Bidder to perform the Contract, past performance of the Bidder, and compliance with all City ordinances concerning the purchasing process.
28. **Lowest Responsible Bidder** means the Bidder submitting Lowest Responsible Bid.
29. **Negotiation Team** is a temporary group of City personnel who are responsible for negotiations as part of an Invitation to Negotiate (ITN).
30. **Negotiator** is a member of the negotiation team.
31. **Non-Professional Services** are services performed that are not of a professional nature such as lawn care, security, janitorial, etc.
32. **Offer** means a complete signed Response submitted to the City in response to a Solicitation including, but not limited to, a Bid submitted in response to an Invitation to Bid, a Proposal submitted in response to a Request for Proposal, a Quote submitted in response to a Request for Quotation, a Statement of Qualifications and interest submitted in response to a

- Request for Statements of Qualifications, or a Reply submitted in response to an Invitation to Negotiate.
33. **Onvia/DemandStar** is the official online repository for all City competitive solicitations.
 34. **Outlier** is a bid, offer, or proposal which is determined by the Purchasing Director or Manager to be significantly dissimilar to or inconsistent with, competing bids or offers.
 35. **Pre-Bid/Proposal/Statement/Reply Conference** means a meeting conducted by the Purchasing Office, held in order to allow Vendors to ask questions about the proposed Contract and particularly the Contract specifications with the City department requesting the goods/services.
 36. **Price Analysis** is an evaluation of the total cost of a contract in order to determine if the price is reasonable.
 37. **Procurement (Process)** is a term used in the governmental sector for the combined functions of acquiring (purchasing) needed goods and/or services, receiving and inspection, inventory management, contract administration, and disposal/surplus.
 38. **Professional Services** means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.
 39. **Protest** is a formalized process by which respondents have an opportunity to challenge a procurement practice or contract award.
 40. **Proposal** is a complete, properly signed Response to a Request for Proposal, based on performance that is offered rather than on that of price alone, which if accepted, would bind the Vendor to perform the resultant Contract.
 41. **Purchase Order** is an order placed by the Purchasing Division for the purchase of Goods or Services written on the City's standard Purchase Order form and which, when accepted by the Bidder, becomes a contract. The Purchase Order is the Bidder's authority to deliver and invoice the City for Goods or Services specified, and the City's commitment to accept the Goods or Services for an agreed upon price.
 42. **Request for Proposal (RFP)** means a formal request to prospective vendors requesting qualifications of the vendor and pricing for a specified Good or Service which has been advertised for Proposal in a newspaper.
 43. **Request for Statement of Qualifications (RFSQ)** means a formal request to prospective vendors requesting statements of qualifications pursuant to Florida Statute 287.055 "Consultant's Competitive Negotiation Act" which has been advertised for Statement in a newspaper.
 44. **Respondent** means an entity that has (or will, i.e. "prospective respondents") submitted a response to a competitive solicitation conducted to create a contractual relationship for the provision of commodities or services.
 45. **Response/Submission** means all materials submitted to the City by a respondent as part of a solicitation. A response may be called a bid, proposal, statement of qualifications, or a reply, depending on the type of competitive solicitation being issued.

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

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SECTION 5 – GENERAL TERMS AND

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 quantity of addenda received on the "Vendor Acknowledgment Form" and include it in the returned Response package. Failure to acknowledge the correct number of addenda issued may result in rejection of the Response. It is the responsibility of the Vendor to ensure all addenda have been received prior to submitting a bid. All Addenda shall be posted by the CITY on www.demandstar.com.

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

3. **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.

4. **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.

5. **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.

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

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

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

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

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

7. **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 of Port Orange City Council reserves the right to make award(s) by individual sections, groups, all or none, or a combination thereof, with one or more Vendors; to reject any and all

proposals, or to waive any informality or technicality in proposals received as deemed to be in the best interest of the City.

The City does not award publicly funded contracts to those who knowingly employ unauthorized alien workers in violation of section 274A(e) of the Immigration and Naturalization Act, 8 United States Code §1324a(e). Such employment deprives legal workers of job opportunities. Violation of section 274A(e) shall be grounds for unilateral cancellation of the contract, Contract, proposal or quote for purchase of services and goods by the City of Port Orange.

8. BID RETURNS

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

9. 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 period established herein. The formal written protest shall be filed with the Purchasing Manager in writing within ten (10) days after the date the notice of protest is filed. The formal written protest shall state with particularity the facts and law upon which the protest is based. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings. Upon receipt of the formal written protest that has been timely filed, the City shall stop the solicitation or contract award process until the subject of the protest is resolved by final City action. However, the City may continue the solicitation or award process, provided the City Manager sets forth in writing particular facts and circumstances which require the continuance of the solicitation or contract award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare. The City shall provide an opportunity to resolve the protest by mutual agreement between the parties. The policy this City has established is as follows:

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

10. **BID/PROPOSAL TABULATION**

Vendors who wish to receive a copy of the bid/proposal tabulation may obtain it via www.demandstar.com or by contacting the City of Port Orange, Purchasing Manager at 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 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.

12. **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.

13. **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 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.

14. **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.

15. **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.

16. **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.

17. **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.

18. **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.

19. **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.

20. **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.

21. **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)

22. **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.

23. **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.

24. **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.

25. **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.

26. **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.

27. **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.

28. **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.

29. **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 non response 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.

30. **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.

31. **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.

32. **EVALUATING RFPs/RFSQs/ITNs**

The evaluation process is formally conducted by a committee appointed by the Purchasing Manager or requesting department as required by general law. The Purchasing Manager leads and oversees the entire process. The evaluation is based upon specific criteria outlined in the Solicitation. The user department shall assign a weight to each of the evaluation criteria by its relative importance, with the total weights equaling 100. Each committee member establishes a summary of total scores for all the vendors. The summary of total scores is used to rank the vendors. Based upon the scores/ranking of the committee members, consensually a short list is obtained. In this Solicitation process this short list will consist of no less than three vendors (unless less than three were received). This committee falls under the Florida Sunshine Law and therefore cannot speak with one another concerning the Solicitation unless in a public committee meeting. These meetings also shall be announced publicly in a designated area and meetings are recorded. In the case of the Solicitation, one member of the Evaluation Committee may consist of one (1) member from the City Council; and at least one (1) member from the user department, except as otherwise required by general law. The Evaluation Committee, through the Purchasing Division, schedules oral presentations from the firms that were short-listed. At the oral presentation, the short listed firms present an over view of their company and their approach to the scope of work outlined. Upon conclusion of the oral presentations, with the same criteria and procedures used to evaluate the written Responses, the committee members then evaluate those three firms again to determine a second ranking. Then, by consensus a final ranking is determined. That final ranking is then presented to the City Council by the using department head requesting approval to negotiate with the individual/firm ranked as number one. A contract is completed pursuant to the negotiations with this individual and/or firm. If a successful contract cannot be obtained with the number one ranked firm, the negotiations then move to the team ranked as number two, never to return to the number one again.

33. **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.

34. **FACILITIES**

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

35. **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.

36. **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.

37 **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.

38. **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.

39. **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.

40. **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.*

41. **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.

42. **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.

43. **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.

44. **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 general 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, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the City, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney's fees); and damage of any kind related to such matters. The Vendor shall further understand that the City cannot save and hold harmless and or indemnify the Vendor and/or the Vendor's employees against any liability incurred or arising as a result of any activity of the Bidder/Proposer or any activity of the Vendor's employees performed in connection with the Contract.

45. **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.

46. **INSURANCE**

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

47. **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.

48. **INSURANCE REQUIREMENTS**

Please submit a copy of your insurance certificate with your proposal. Upon execution of a contract, the Vendor shall maintain insurance during the life of the Contract. The Vendor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the Vendor's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

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

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

Insurance	Limits: Standards	Comments
Workers' Compensation	Coverage A - Statutory Coverage B - \$100,000	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
<u>Additional Coverage:</u>	All States (Broad Form) Voluntary Compensation	

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

49. **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.

50. **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.

51. **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.

52. **LEGAL REQUIREMENTS**

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

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

53. **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.

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

If no particular brand, model or make is specified, Vendors shall submit with the RFP two (2) copies of 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.

55. **LITIGATION HISTORY:**

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

56. **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.

57. **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.

58. **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.

59. **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.

60. **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.

61. **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.

62. **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.

63. **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).

64. **PATENTS/COPYRIGHTS**

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

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

The Purchasing Manager shall determine if the pre-bid or pre-proposal conference is mandatory 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 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.

66. **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, in both words and numerals, in the blank spaces for each item, with the amounts extended if a unit price bid, and all amounts totaled. 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. 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.

67. **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.

68. **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.

69. **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.

70. **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.

71. **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.

72. **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.

73. **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.

74. **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.

75. **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.
76. **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.
77. **RECORDS/AUDIT**
- The Vendor shall maintain records sufficient to document their completion of the scope of services as a public record and as a requirement of the Contract. At all reasonable times, these records, unless exempt or confidential, shall be subject to review, inspection, copy and audit by persons duly authorized by the City. These records shall be kept for a minimum of three (3) years after completion of the Contract and in accordance with the requirements of public records retention as prescribed by general law. Records which relate to any litigation, appeals or settlements of claims arising from performance under this requirement shall be made available until a final disposition has been made of such litigation, appeals, or claims.
78. **RECYCLED MATERIALS**
- City of Port Orange encourages the use of products made of recycled materials.
79. **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.)
80. **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.
81. **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.

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

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

83. **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.

84. **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.

85. **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.

86. **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.

87. **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.

The City will utilize Demand Star for distribution of Formal Solicitations at: www.demandstar.com.

88. **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.

89. **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.

90. **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.

91. **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.

92. **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: Diana M. Fye, CPPB, FCPA, Purchasing Manager, 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.

93. **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.

94. **SUBCONTRACTING**

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

95. **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.

96. **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.

97. **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.

98. **TERMINATION**

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

reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Vendor.

99. **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.

100. **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.

101. **USE OF SOLICITATION FORMS**

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

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

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

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

102. **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.

103. **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.

104. **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 have the authority to waive any and all non-substantial irregularities in any and all formal Solicitations. (Code 1981, § 8-29)

105. **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 CONDITIONS

PERIOD OF OFFER VALIDITY:

Statements of Qualifications offered in this RFSQ must remain firm for a period of one hundred and twenty (120) days from the RFSQ opening date.

CONTRACT TERM:

The term of the contract shall be for an initial three (3) year period with two (2) additional one (1) year renewal options.

ELIGIBILITY OF FIRM:

To be eligible to respond to this RFSQ, the Firm must have a minimum of five (5) years' prior successful experience working with the requested services in this RFSQ. Please provide eligibility experience with your submittal.

Statements of Qualifications will be considered from Firms who have adequate personnel and equipment and who are so situated as to perform prompt service, who maintain the regular business hours of approximately 8:00 AM to 5:00 PM, Monday through Friday, except for City holidays.

The City reserves the right to conduct an inspection of the proposer's facility and equipment prior to award of the RFSQ.

Proposals will be considered only from Firms which are regularly engaged in the business as described in the RFSQ document; with a record of performance for a reasonable period of time, which have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the service if awarded an Agreement under the terms and conditions stated herein. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practice in the industry and as determined by the City.

[Remainder of this page left intentionally blank]

SECTION 7 – STATEMENTS OF QUALIFICATIONS SUBMITTAL & REQUIREMENTS

Statements of Qualifications shall include all of the information solicited in this RFSQ, and any additional data that the respondent deems pertinent to the understanding and evaluation of the Statement. The respondent should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration.

Submittal of a Statement of Qualifications shall constitute the Vendor's agreement and intent to follow and adhere to all statements and offerings contained within this RFSQ.

The sections of the submitted Statements 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 Statements of Qualifications."

In conjunction with other material and information requested in the RFSQ, all Vendors responding to this solicitation shall provide one (1) original (marked as "Original"), six (6) identical copies, 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 RFSQ number and title. This letter must be signed by the person authorized to bind the firm, company, or corporate entity.

TAB A – COMPANY HISTORY, QUALIFICATIONS, ABILITY, and CAPACITY: (15 Evaluation Points)

- Provide a brief narrative, not exceeding two (2) pages, of the corporate history of the firm.
- Provide a statement of the firm's qualifications, ability, and capacity to perform the scope of work, not exceeding ten (10) pages. Include a description of the manner in which you will successfully complete the proposed work.
- This section should also include the firm's qualifications and capacity to meet the needs of the City of Port Orange. This may take the form of a narrative or chart and may include pictures or graphics which describes the firm's qualifications, work philosophy, as well as the projected commitment of resources throughout the expected time frame for the project.

- Within this section, please also include a list, table, or graphic along with a short narrative explanation depicting services or practice areas in which the firm/team has exceptional expertise in specific service(s) or niche practices.

TAB B – QUALIFICATIONS AND ABILITIES OF PROFESSIONAL PERSONNEL: (15 Evaluation Points)

- Provide a description, not exceeding five (5) pages, of the proposed project team. This description should provide the following:
 - o Names;
 - o Titles;
 - o Organization structure for the proposed project team;
 - o Firm names (if sub-consultants are involved); and
 - o Clearly identify the proposed role in the project team for each person.
- **For each person named**, provide a brief description of qualifications, not exceeding a total of ten (10) pages. The descriptions shall include at a minimum:
 - o The professional qualifications and experience for each person;
 - o A summary of experience on projects similar to that described by this RFSQ; and
 - o Resumes of the proposed personnel to be assigned to this project (to include years of experience and years with the company).

TAB C – EXPERIENCE ON SIMILAR PROJECTS (include City of Port Orange projects): (20 Evaluation Points)

- Without exceeding fifteen (15) pages total, provide descriptions at least three (3) projects of similar size and scope of this RFP and the manner in which you have experience and have completed or will successfully complete the work. Do not include projects completed more than five (5) years ago.
- Include the project name, date, location, associated team members, project summary, and the dates of completion or projected dates of completion.
- Describe any specific problems that were encountered during the project and how those problems were addressed.
- Where similar services were provided, list all contract terminations within the past five (5) years due to any circumstance other than contract expiration or non-renewal.
- Projects for the City of Port Orange may be included in this section.

TAB E – QUALITY OF INNOVATIVE SOLUTIONS and PROJECT APPROACH: (10 Evaluation Points)

- Provide example(s) of innovative solutions in which your firm's involvement on a specific project resulted in cost savings.
- Explain in concept how your firm will deliver projects on time and within budget.

TAB F – LICENSES/INSURANCE: (5 Evaluation Points)

- Include copy of license to do business in the State of Florida or Sunbiz report showing your company registered as “Active.”
- 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.
- Attach evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. Final forms must contain the correct solicitation and/or project number.

TAB G – FINANCIAL STABILITY/LITIGATION and DEBARMENT HISTORY: (5 Evaluation Points)

- 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.
- 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 Attorneys 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.

TAB H – CLIENT REFERENCES FOR SIMILAR PROJECTS: (10 Evaluation Points)

- Provide a maximum of three (3) Client References (do NOT include the City of Port Orange) within the last three (3) years for the services described in this RFSQ. 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. *City of Port Orange shall not be listed as a current contract. *The information provided under this tab, must be current and the City must be able to contact 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. What type of services did the Vendor do for you? What was the scope of the project?
 2. Did they meet the terms of the contract?
 3. Was the project completed on time and within budget?
 4. Did the Vendor keep you apprised on any issues with the project? How well did the Vendor communicate with you?
 5. Did they respond in a timely manner to calls, requests, etc.?
 6. Did they provide adequate staff to take care of the needs of your company/agency?
 7. Did the Vendor manage sub-consultants and/or sub-contractors?
 8. How was your experience in working with this Vendor? What frustrations, if any, did you have along the way?
 9. What is your level of confidence in using this Vendor in the future? Do you feel the vendor will meet your needs in the next 3-5 years?
 10. Overall, would you recommend this Vendor?

TAB I – REQUIRED DOCUMENTS:

Include all required City of Port Orange forms. **FAILURE TO PROVIDE ALL INFORMATION** listed on each form may result in the rejection of your Statement of Qualifications, or a reduction in evaluation points. Required forms include:

- Form 9.1 Statement Submittal Checklist
- Form 9.2 Vendor 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 Authorized Signatures/Negotiators
- Form 9.8 Vendor Application and W-9 Form

[Remainder of this page left intentionally blank]

SECTION 8 – EVALUATION OF STATEMENTS OF QUALIFICATIONS

EVALUATION CRITERIA:

Firms submitting the required criteria will have their written Statements of Qualifications evaluated and scored for quality of response, qualifications and experience and engagement approach and schedule. 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.

EVALUATION CRITERIA for WRITTEN STATEMENTS of QUALIFICATIONS

CATEGORY SCORE

A. QUALIFICATIONS and RELATED EXPERIENCE: (Max 50 points outlined below)

(1) Company History, Qualifications, Ability, and Capacity (Key Principal)..... (15 points)

- 8-15 points – More than 5 years of related experience and able to meet City's needs
- 4-7 points – 3 to 4 years of related experience and able to meet City's needs
- 1-3 points – 1 to 2 years related experience and able to meet City's needs
- 0 points – No prior related experience

(2) Qualifications & Abilities of Professional Personnel (Related Experience, Strength of Team) (15 points)

- 8-15 points – More than 5 years of related experience
- 4-7 points – 3 to 4 years of related experience
- 1-3 points – 1 to 2 years related experience
- 0 points – No prior related experience

(3) Experience with Related Scope of Work Required with this RFSQ..... (20 points)

- 13-20 points – 3 or more directly related projects
- 6-12 points – 1 to 2 directly related projects
- 1-5 points – Similar but not directly related projects
- 0 points – No directly related or similar projects

B. STRENGTH of STATEMENT of QUALIFICATIONS and APPROACH: (Max 30 points outlined below)

(1) Clarity/Completeness of Statement..... (10 points)

- 8-10 points – Statement is exceptionally well written and clearly addresses all issues outlined in the RFSQ
- 4-7 points – Statement is understandable and addresses most of the specific issues outlined in the RFSQ
- 1-3 points – Statement is somewhat understandable and addresses some of the issues outlined in the RFSQ
- 0 points – Statement does not address issues outlined in the RFSQ

(2) Understanding of Scope of Services..... (10 points)

- 8-10 points – Demonstrated exceptional understanding of the scope of services
- 4-7 points – Understands the scope of services
- 1-3 points – Has some understanding of the scope of services
- 0 points – Has no solid or working understanding of the scope of services

- (3) *Quality of Innovative Solutions and Project Approach* (10 points)
- 8-10 points – Innovative solutions and project approach is exceptionally detailed, well organized, and shows project milestones and staff assignments and clearly demonstrates capacity to carry out a project within set deadlines
 - 4-7 points – Innovative solutions and project approach is generally organized and shows a capacity to carry out tasks but lacks sufficient detail
 - 1-3 points – Innovative solutions and project approach is addressed but poorly organized
 - 0 points – Innovative solutions and project approach is not addressed or is difficult to understand and not organized

C. LICENSES/INSURANCE: (Max 5 points)

- (1) *Copies of Required Licenses, Certifications, Sunbiz Report, Proof of Insurance*..... (5 points)
- 5 points – Provided copy of required licenses and certifications, Sunbiz report, and proof of insurability per insurance requirements listed in the RFSQ
 - 3-4 points – Provided copy of required licenses and certifications and proof of insurability per insurance requirements listed in the RFSQ
 - 1-2 point – Provided only copy of Sunbiz report and proof of insurability per insurance requirements listed in the RFSQ
 - 0 points – Provided no licenses nor proof of insurability per insurance requirements listed in the RFSQ

D. FINANCIAL STABILITY/LITIGATION and DEBARMENT HISTORY: (Max 5 points)

- (1) *Litigation and Debarment History*..... (5 points)
- 5 points – No Litigation nor Debarment history in last 5 years
 - 3-4 points – Litigation and/or Debarment history in last 5 years, no actions taken
 - 1-2 points – Litigation and/or Debarment history in last 5 years, action was taken against firm, no current litigation and/or debarment actions
 - 0 points – Current Litigation action and/or Debarment action in current year

E. REFERENCES: (Max 10 points overall)

- (2) *A minimum of three (3) references all from similar projects that have been successfully completed within the past 5 years*..... (5 points)
- (3) *References were able to be contacted and verified*..... (5 points)

Total Maximum Points (100 points)

RFSQ SCHEDULE:

Refer to the Timeline in Section 2 of the RFSQ 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 a City Council Member or Council appointed Board of Commission 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 Statements of Qualifications will be subject to a review and evaluation process pursuant to and in compliance with the Consultants Competitive Negotiation Act, Florida Statutes 287, Section 287.055. It is the intent of the City that all Firms responding to this RFSQ, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible Statements received in its evaluation and award process. The committee may choose to conduct an oral interview with each finalist.

The City's evaluation criteria will include consideration of, but will not be limited to the following:

1. Responsiveness of the Statement related to the Scope of Services;
2. The ability, capability and skill of the Vendor 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 Vendor;
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. Such other information as may be secured.

FORMAL ORAL PRESENTATIONS/INTERVIEWS (If Required):

The City may choose to conduct oral interviews with, or receive oral presentations from one or more of the Vendors. If the City chooses to allow oral interviews and/or presentations, such interviews or oral presentations **will not be open** to the public pursuant to the conditions set forth in Florida Statute § 286.0113. If oral presentations or interviews are held the following guidelines will be used:

The City's Purchasing Division will establish the schedule and Vendors will be notified via www.demandstar.com at least five (5) calendar days in advance of the date, time and place of the presentations. The specific format of each presentation will be provided to Proposers with the notifications.

The City will allot equal time for each Vendor divided into two sequential parts: formal presentations and questions and answers. The times allotted are maximums and no Vendor will be penalized for using less than the allotted time.

FINAL RANKING AND RECOMMENDATION FOR AWARD:

After oral presentations are completed, the Evaluation Committee will score the presentations for qualifications, experience, engagement approach and schedule to determine a final ranking of the short-listed Vendors considered to be most capable of performing the required project in the best interest of the City. 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.

EVALUATION CRITERIA for ORAL PRESENTATIONS

CATEGORY SCORE

A. <u>QUALIFICATIONS and RELATED EXPERIENCE:</u> (Max 60 points outlined below)	
(1) Company History, Qualifications, Ability, and Capacity (Key Principal).....	(20 points)
(2) Qualifications & Abilities of Professional Personnel (Related Experience, Strength of Team)	(20 points)
(3) Experience with Related Scope of Work Required with this RFSQ.....	(20 points)
B. <u>STRENGTH of STATEMENT of QUALIFICATIONS: APPROACH AND SCHEDULE:</u> (Max 40 points outlined below)	
(1) Understanding of Scope of Services.....	(20 points)
(2) Quality of Innovative Solutions and Project Approach	(20 points)
Total Maximum Points	(100 points)

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.

[Remainder of this page left intentionally blank]

SECTION 9 – REQUIRED FORMS

FORM 9.1 – STATEMENTS OF QUALIFICATIONS SUBMITTAL CHECKLIST

- _____ Form 9.2 – Vendor’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 Pursuant to Section 287.133 (3) (a) F.S. in Public Entity Crimes
- _____ Form 9.6 – Affidavit of Anti-Collusion Form
- _____ Form 9.7 – Authorized Signatures/Negotiators
- _____ Form 9.8 – Vendor Application Form
- _____ W-9 Form
- _____ Copy of Certificate of Insurance
- _____ Submission of one (1) original marked “ORIGINAL”, six (6) identical copies, and one (1) identical digital version in PDF format on CD or USB flash/thumb drive.

BY: _____
Vendor

Authorized Signature

Date

This document must be completed and returned with your Submittal

FORM 9.2 – VENDOR'S ACKNOWLEDGEMENT FORM

I have carefully examined the Request for Statements of Qualifications (RFSQ) 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 Request for Statements of Qualifications at the prices or rates as finally negotiated. I agree that my Statement will remain firm for a period of up to one hundred and twenty (120) days in order to allow the City of Port Orange adequate time to evaluate the proposal. Furthermore, I agree to abide by all conditions of the Request for Statements of Qualifications.

I certify that all information contained in this Statement is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this Statement 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 Statement is made without prior understanding, contract, connection, discussion, or collusion with any person, firm or corporation submitting a Statement 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 RFSQ; 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 RFSQ.

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 Statement non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE STATEMENT OF QUALIFICATIONS 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 9.3 – 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

Authorized Signature

Date

Print Name

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
RFSQ # 16-36 Professional Architectural and Engineering Services

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FORM 9.4 – 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 Firm: _____

By: _____
(Name and Title)

Date: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____ and who: [] is personally known to me; or [] has produced _____ as identification.

Notary Public, State of

This document must be completed and returned with your Submittal

FORM 9.5 – SWORN STATEMENT UNDER § 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.)

(Authorized Signature)

(Date)

(Print Name)

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____ and who: ☐ is personally known to me; or ☐ has produced _____ as identification.

Notary Public, State of _____
Printed Name, Commission Seal and Term Expiration Date

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 Vendor agrees that this Statement of Qualifications is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a Statement of Qualification for the same purpose and that the Statement of Qualifications is in all respects fair and without collusion or fraud.

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

IT IS AGREED BY THE UNDERSIGNED VENDOR THAT THE SIGNING AND DELIVERY OF THE STATEMENT OF QUALIFICATIONS REPRESENTS THE VENDOR'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 VENDOR 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 Statement of Qualifications may be withdrawn for a period of one hundred and twenty (120) days subsequent to the submittal of the Statement of Qualifications, 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 – AUTHORIZED SIGNATURES/NEGOTIATORS

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

Name _____	Title _____	Phone # _____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Authorized Signature)

This document must be completed and returned with your Submittal

FORM 9.8 - VENDOR APPLICATION

**City of Port Orange
Vendor Application**

City of Port Orange
Attn: Purchasing Division
(386) 506-5718
purchdiv@port-orange.org
1000 City Center Circle
Port Orange, FL 32129

Date: _____

FIRM NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

If remittance payment address is different than application or W9 please fill out below:

ADDRESS: _____

TEL. # (including area code): _____ FAX.# _____

SIGNATURE PERSON FILING APPLICATION: _____

PRINTED NAME: _____

TITLE: _____

FEDERAL I.D. (F.E.I.N.) # _____

E-MAIL ADDRESS: _____

(Authorized Company Representative)

COMPANY STATUS:

INCORPORATED: ☐ Y ☐ N State Incorporated: _____ Year: _____

TYPE OF ORGANIZATION: ☐ Indiv. ☐ Partnership ☐ Corp. ☐ Non-Profit ☐ LLC

ATTORNEY TRUST ACCOUNT NAME: _____

INSURANCE: Proof of adequate coverage for professional general liability, errors and omissions and workers' compensation may be required for certain types of procurements.

☐ Check this box to waive insurance requirements **only** if you are providing goods for F.O.B destination with no installation services.

*** NOTE TO VENDORS***

The City of Port Orange, Florida does not maintain a prospective vendor's list, classified by commodities for the purpose of inviting sealed bids and quotation.

The City utilizes DemandStar www.demandstar.com to release Bids/RFP's and quotes. While the City advertises the Invitation to Bid in the local newspaper (Daytona News Journal) only in rare cases does the City mail out announcement notices to vendors. Vendors interested in becoming a member of DemandStar may visit their web site at: www.demandstar.com or by calling them at 1-800-711-1712.

Vendors will automatically receive notice of request for Bids/RFP's or quotes after they sign up on DemandStar. It is important that vendors sign, complete and return this application. Also include the W-9 and insurance information requirements in order for the City to assign a vendor number on our computer system.

It is also the vendor's responsibility to keep the Purchasing Division informed as to any change of address or insurance that may occur.

If your company is interested in bidding on commodities/services in addition to those specified, on any specific article related to the main category, insert the type of those materials on the blank space provided for each category group. Attorney services are secured by direct telephone quotes or written price inquiries.

Drug Free Workplace: A statement as to whether or not your firm has implemented a drug-free workplace program, as described in Section 287.087 of the Florida Statutes should be noted. Failure to respond in affirmative to this request will not disqualify you from consideration. Preference will be given to firms which have implemented a drug-free workplace program in the case where the City has received two or more bids what are equal with respect to price, quality, and service.

Equal Employment Opportunity (EEO). All vendors will be required to make an affirmative statement as to their support of all applicable equal opportunity affirmative actions requirements. A copy of the City's Equal Employment Opportunity statement (EEO) will be available to the vendor upon request.

I **certify** that the information supplied herein is correct and that neither the applicant nor any person (or concern) in any connection with the applicant as a principal or officer, so far as is known, is now disqualified from the public contracting and purchasing process by any agency of the federal government, the State of Florida or the City of Port Orange.

Signature of Person Completing Form: _____

Printed/Types Name: _____ Title: _____

Commodity/Services _____

This document must be completed and returned with your Submittal

W-9 Form

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

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

Print or type See Specific Instructions on page 2	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) _____ ☐ Other (see instructions) _____	
	☐ Exempt payee	
	Address (number, street, and apt. or suite no.) City, state, and ZIP code List account number(s) here (optional)	Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								

Employer identification number								

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).
4. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person

Date

This document must be completed and returned with your Submittal

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

Exhibit “2”

Sample Task Authorization

(Exhibit “2” includes a total of 3 pages)

TASK AUTHORIZATION NO. ____
Master Contract for Architectural Services dated ____
Between the City of Port Orange, Florida and DJ Design Services, Inc.

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **DJ DESIGN SERVICES, INC.**, a Florida corporation with its principal place of business at 913 North Nova Road, Holly Hill, Florida 32117 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract for Architectural Services dated _____, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

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

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

Witnesses:

DJ DESIGN SERVICES, INC.

By: _____
James M. Wachtel, 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: _____

Witnesses:

CITY OF PORT ORANGE

By: _____
Printed Name: _____ Michael H. Johansson, City Manager

Date: _____
Printed Name: _____

Witnesses:

ATTEST:

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

Date: _____
Printed Name: _____

[CA 5524]



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:

- ☒ ^{Master} Standard Contract for Service CA No. 5524 Term: Jan. 24, 2019 - Jan 24, 2020
w/ 2 Additional 1 year terms
- ☐ Piggyback Agreement CA No. _____
- ☐ Purchase Order No. _____

Term From: Jan. 24, 2020

To: Jan 24, 2021

Attached:

- ☐ Updated Bond ^{need} ☒ Insurance Certificate/City as additional insured

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

Verify your records by providing the following information:

Name of Company / Organization: DJ Design Services, Inc

Name of Contact Person: James M. Wachtel, President - Dana M Smith VP

Mailing Address: 913 North Nova Road, Holly Hill, FL 32117

Email Contact Address: Dsmith@djdesigninc.com

Phone: 386-355-6987

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: James M. Wachtel

Signature

Date: 8-20-19

For City Use Only:

Department completes the following:

- ☐ Renewal Accepted ☐ Bond attached
☐ Insurance attached OR ☐ Insurance waived per Agreement

Agreement Expiration: _____

City Manager: M. H. J.

Date: 10-3-19

Please return to the City of Port Orange as follows:

Department: Parks & Recreation Telephone: 386-506-5852

Contact: Sandy Woodman

Fax: _____

Email: swoodman@port-orange.org

Original Signed Form Must Be Returned to the City Clerk



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:

- ☒ Master Contract for Service CA No. 5524 * Final Term 2 of 2*
- ☐ Piggyback Agreement CA No. _____
- ☐ Purchase Order No. _____

Term From: Jan. 24, 2021 To: Jan. 23, 2022

Provided to City: Please attach current COI

- ☐ 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: DJ Design Services, Inc.

Name of Contact Person: James M. Wachtel - President , Dana M. Smith - Vice President

Mailing Address: 913 North Nova Road, Holly Hill, FL 32117

Email Contact Address: dsmith@djdesigninc.com

Phone: 386-255-6987 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: James M. Wachtel Date: 11-15-2020
Signature

For City Use Only:

Department completes the following:

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

Agreement Expiration: _____

City Manager: [Signature] Date: 11.4.2020

Please return to the City of Port Orange as follows:

Department: Parks & Recreation Telephone: 386-506-5852

Contact: Sandy Woodman Email: slwoodman@port-orange.org

Original Signed Form Must Be Returned to the City Clerk

Revised 4/1/2020



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/18/2021

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

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

PRODUCER Iron Ridge Insurance 4971 Royal Gulf Circle Fort Myers FL 33966	CONTACT NAME: Karen Brinkley PHONE (A/C, No, Ext): (800) 775-8526 FAX (A/C, No): (239) 288-7544 E-MAIL ADDRESS: kbrinkley@ironridgeinsurance.com
INSURED DJ Design Services, Inc 913 North Nova Rd Holly Hill FL 32117	INSURER(S) AFFORDING COVERAGE INSURER A: Phoenix Insurance Company INSURER B: Travelers Casualty & Surety Company INSURER C: Liberty Insurance Underwriters, Inc INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** CL212805748**REVISION NUMBER:**

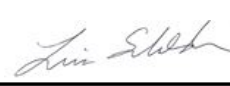
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	680-9H146786-21	03/26/2021	03/26/2022	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
	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	Y	680-9H146786-21	03/26/2021	03/26/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	Y	UB0K857594-21	03/26/2021	03/26/2022
C	Professional Liability			AEXNYAB4HR9001	11/01/2020	11/01/2021	Per Claim \$1,000,000 Aggregate \$3,000,000

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

Master Contract CA#5524 City Hall Remodeling
City of Port Orange is an additional insured with respect to General Liability and Auto Liability. Waiver of Subrogation included in the Workers Compensation in favor of City of Port Orange. 30 days notice of cancellation except 10 days for non-payment.

CERTIFICATE HOLDER**CANCELLATION**

City of Port Orange 1000 City Center Circle Port Orange FL 32129	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

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CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 3/16/2021

Consent item: Yes

SUBJECT: (C10f) Approval of Amendment No. 1 to Contract No. CA7156 with McMaster Lawn and Pest Services LLC

DEPARTMENT: Public Works

GOAL:

RECOMMENDED MOTION: Move to approve Amendment No. 1 to the contract (CA7156) with McMaster Lawn and Pest Services LLC to remove a portion of the Dunlawton 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 March 3, 2020, the City entered a Standard Contract for Services (CA7156) with McMaster Lawn & Pest Services LLC in response to RFQ#JC 20-02, Herbicide, Pesticide Treatment for Major Thoroughfares. Total annual cost for services is \$24,704.84.

A portion of this contract includes the Dunlawton medians, from Spruce Creek Road, west, to I-95. These medians were recently improved under the Dunlawton Avenue Median Landscape Beautification project (ITB #19-15) which was awarded to Verdego LLC and the bid award included a maintenance contract with pest control services.

Amendment No. 1 to the contract with McMaster Lawn & Pest Services is requested to remove the Dunlawton medians, from Spruce Creek Road to I-95, as the herbicide and pesticide treatments since these areas will now be under a new contract.

Amendment No. 1 will reduce the annual cost under McMaster's contract by \$12,600.00. Total revised annual cost is \$12,193.92.

Project No.: Funding Account No.:

Presenter: Lynn Stevens

ATTACHMENTS:

1.	McMaster Lawn and Pest Services, LLC Amendment No 1 to Standard Contract for Services Dated March 3, 2020	McMaster Amendment 1.pdf
2.	Justification Memo AMENDMENT NO 1 CA7156 McMaster Lawn and Pest RFQ	Justification Memo AMENDMENT NO 1 CA7156 McMaster Lawn and Pest RFQ

	20 02 Herbicide Pesticid Major Thoroughfares remove portion of Dun Ave Medians	20 02 Herbicide Pesticid Major Thoroughfares remove portion of Dun Ave Medians.docx
3.	EXECUTED RENEWAL FORM CA7156 McMaster Lawn and Pet Services thoroughfare herbicide pesticide	EXECUTED RENEWAL FORM CA7156 McMaster Lawn and Pet Services thoroughfare herbicide pesticide.pdf
4.	EXECUTED McMaster Lawn Pest Services LLC CA7156 eff 3 3 2020 to 3 2 2021 with renewal option RFQ 20 02 Herbicide Pesticide major thoroughfares	EXECUTED McMaster Lawn Pest Services LLC CA7156 eff 3 3 2020 to 3 2 2021 with renewal option RFQ 20 02 Herbicide Pesticide major thoroughfares.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 **McMASTER LAWN & PEST SERVICES, LLC** ("Contractor"), a Florida limited liability corporation whose principal address is 5316 New Jersey Avenue, DeLeon Springs, Florida 32130. The City and Contractor are collectively referred to herein as the "Parties."

WHEREAS, on the 3rd day of March 2020, City and Contractor entered into Contract for Herbicide, Pesticide Treatment for Major Thoroughfares, pursuant to Request for Qualification # JC 20-02 (the "Contract"), and provides for an initial one-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, on the 13th day of January 2021, the Parties utilized the first renewal option of the Contract, extending Contract services for a period commencing March 3, 2021 and continuing until March 2, 2022; and

WHEREAS, Contract includes herbicide, pesticide treatment 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 herbicide, pesticide treatment 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 herbicide, pesticide treatment 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:

McMASTER LAWN & PEST SERVICES, LLC

Jessie M. McCormick
Printed Name: Jessie M. McCormick

Cassandra Woodward
Printed Name: Cassandra Woodward

By: Lauren V. McMaster
Lauren V. McMaster, 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.

Date: 3.9.21

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this 9th day of March, 2021, by Lauren V. McMaster, as Managing Member of McMaster Lawn & Pest Services, LLC, a Florida limited liability corporation. She is ___ personally known or ___ produced Florida Driver License as identification.



Gary E. Morin
Notary Public
State of Florida
Comm# HH022885
Expires 7/22/2024

Gary E. Morin
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:
Gary E. Morin

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. 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 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 CA7156, McMaster Lawn & Pest Services LLC (RFQ JC 20-02, Herbicide, Pesticide Treatment for Major Thoroughfares)

REQUEST:

The Public Works & Utilities Department is requesting City Council approve Amendment No. 1 to remove herbicide and pesticide treatments for the Dunlawton Avenue medians, from Spruce Creek Road, west, to I-95, from the current contract (CA7156) with McMaster Lawn & Pest Services LLC.

PURPOSE:

The purpose of this request is to reduce a portion of the herbicide and pesticide treatment services required under the existing contract with McMaster Lawn & Pest 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. This maintenance contract requires the contractor treat the growth on these medians with herbicides and pesticides as needed to maintain healthy growth and eliminate pests and weeds.

McMaster Lawn & Pest Services LLC currently has a Standard Contract for Services (CA7156) with the City that was awarded pursuant to RFQ#JC 20-02, Herbicide, Pesticide Treatment for Major Thoroughfares, and a portion of this contract includes medians that were improved under the beautification project.

These medians, from Spruce Creek Road, west, to I-95, need to be removed from the current contract with McMaster Lawn & Pest as services will be performed under the newly executed contract with Verdego, CA6963.

The current annual cost for herbicide and pesticide treatments under contract CA7156 with McMaster Lawn and Pest is \$24,794.84. Amendment No. 1 will revise/reduce the total annual cost by \$12,600.92 for a revised total annual cost of \$12,193.92.

FUNDING:

Fund: 001

Fund Name: General Fund

Cost Center: Public Works

Program: Grounds Maintenance

Spend Category: Grounds Maintenance

Budget: \$24,794.84 (for this contract only)

Actual (revised post Amend.No1): \$12,193.92 (for this contract only)

RECOMMENDATION:

The Public Works & Utilities Department recommends City Council approve Amendment No. 1 to the contract (CA7156) with McMaster Lawn & Pest Services, 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 CA7156 with McMaster Lawn & Pest



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. CA7156

☐ Piggyback Agreement CA No. _____

☐ Purchase Order No. _____

Term From: 3/3/2021

To: 3/2/2022

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: McMaster Lawn & Pest Services, LLC

Name of Contact Person: Lauren V. McMaster, Managing Member

Mailing Address: P.O. Box 5050, DeLeon Springs, FL 32130

Email Contact Address: lauren@mcmpest.com

Phone: (386) 985-4343

Fax: _____

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

Contractor's Authorized Representative: _____

Signature

Date: 11-24-20

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: 3/2/2022

City Manager: _____

Date: 1-13-2021

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



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this 3rd day of March, 2020, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **McMASTER LAWN & PEST SERVICES, LLC** ("Contractor"), a Florida corporation whose principal address is 5316 New Jersey Avenue, DeLeon Springs, Florida 32130. The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

(a) The Contractor hereby agrees to provide services for herbicide and pesticide treatment applications to maintain all trees, palms, shrubs, groundcovers and turf grass in good health, appearance and color, and as more specifically described in Request for Quotation # JC 20-02 ("RFQ # JC 20-02"), which is made a part hereof by reference. Scope of Work, Specifications, and Contractor's Pricing Form referenced in RFQ # JC 20-02 is attached hereto as Exhibit "1," and made a part hereof by reference. A complete copy of RFQ # JC 20-02 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 one-year (the "Initial Term").

Renewals: Upon written agreement of the Parties, this Contract may be renewed for up to two (2) one-year periods, subject to review and approval of the City Manager and budget appropriation.

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

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

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

2. City Obligations. In return for the services identified above, the City agrees to compensate the Contractor at the prices set forth in Exhibit "1," in an annual amount not to exceed Twenty-Four Thousand Seven Hundred Ninety-Four and 40/100 Dollars (\$24,794.40). All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

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

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

5. Termination for Convenience of the City

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

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

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

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

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

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

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

- (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - (1) the cost of work performed or supplies delivered;
 - (2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;
 - (3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.

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

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

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

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

8. Examination of Records

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

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

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

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

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

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

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

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

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

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

10. Termination for Non-Appropriation of Funds

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

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

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

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

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

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

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

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

13. Modifications or Changes to this Contract

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

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

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

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

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

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

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

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

17. **Inspection**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City:	City of Port Orange Attention: City Manager 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5501
Copy to:	City of Port Orange Attention: Lynn Stevens, Public Works and Utilities Director 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5575
Contractor:	McMaster Lawn & Pest Services, LLC Attention: Lauren V. McMaster, Managing Member P.O. Box 505 DeLeon Springs, Florida 32130 5316 New Jersey Avenue DeLeon Springs, Florida 32130 (386) 985-4343 – Telephone info@mcmpest.com

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

27. Contract Construction

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

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

[Remainder of this page intentionally left blank]

Witnesses:

Margilyn Rumer
Printed Name: Margilyn Rumer

James Naylor
Printed Name: James Naylor

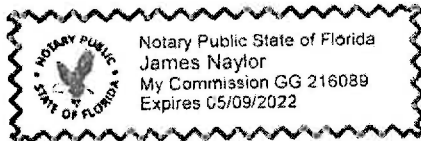
STATE OF FLORIDA
COUNTY OF VOLUSIA

McMASTER LAWN & PEST SERVICES, LLC

By: Lauren V. McMaster
Lauren V. McMaster, 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: 2-24-20

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ___ online notarization, this 24 day of Feb., 2020, by Lauren V. McMaster, as Managing Member of McMaster Lawn & Pest Services, LLC, a Florida corporation. She is ___ personally known or ___ produced Florida Drivers License as identification.



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

Witnesses:

CITY OF PORT ORANGE

Cynthia K Rivera
Printed Name: Cynthia K Rivera

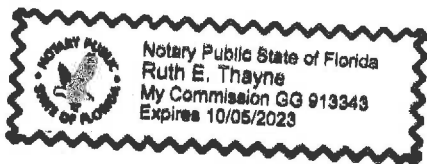
By: M.H. Johansson
M.H. Johansson, City Manager

Shelby Field
Printed Name: Shelby Field

Date: 3/3/2020

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of X physical presence or ___ online notarization, this 3rd day of March, 2020, by M.H. Johansson, as City Manager of the City of Port Orange, a Florida municipal corporation, on behalf of the city. He is X personally known or ___ produced ___ as identification.



Ruth E. Thayne

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

Witnesses:

ATTEST:

Shelby Field
Printed Name: Shelby Field

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

Ruth E. Thayne
Printed Name: RUTH E. THAYNE

Date: 3/3/2020

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of X physical presence or ___ online notarization, this 3 day of March, 2020, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city. She is X personally known or ___ produced ___ as identification.



SHELBY FIELD
Commission # GG 274489
Expires November 5, 2022
Bonded Thru Budget Notary Services

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

RFI 02 ATTACHMENT 1 PRICING FORM
P, PESTICIDE TREATMENT FOR MAJOR THOROUGHFA

REF ID	02 ATTACHMENT 1 PRICING FORM	2025 PESTICIDE TREATMENT FOR MAJOR THOROUGHFARE	TURF MAINTENANCE											
			GRANULAR FERTILIZER			PESTICIDE TREATMENT			HERBICIDE TREATMENT			ANNUAL APPLICATION COST		
			ESTIMATED #ACRES	LOCATION	COST PER APPLICATION	TOTAL ANNUAL COST	Number of Times Per Year	COST PER APPLICATION	TOTAL ANNUAL COST	Number of Times Per Year	COST PER APPLICATION		TOTAL ANNUAL COST	
1		Chickadee and High Rise Bridge	0.72		\$96.80	4	\$386.40	\$84.53	4	\$338.10	\$78.49	4	\$313.95	\$1,038.45
2		Ridgewood Avenue Medians	3.23											
		North City Limits to Ocean Ave			\$32.78	4	\$131.12	\$29.56	4	\$118.23	\$27.45	4	\$109.79	\$363.14
		Ocean Ave to Herbert St			\$39.90	4	\$159.60	\$48.82	4	\$195.28	\$22.42	4	\$89.68	\$428.97
		Herbert St to Dunlawton Ave			\$0.00	N/A	\$0.00	\$0.00	N/A	\$0.00	\$0.00	N/A	\$0.00	N/A
		Dunlawton Ave to Meeker Place			\$39.97	4	\$159.88	\$34.97	4	\$139.88	\$22.47	4	\$89.88	\$429.66
		Meeker Place to Oak St			\$42.90	4	\$171.60	\$37.54	4	\$150.16	\$24.86	4	\$99.42	\$463.38
		Oak St to Fox Place			\$29.22	4	\$116.88	\$25.56	4	\$102.24	\$23.74	4	\$94.95	\$314.07
		Fox Place to White St			\$31.06	4	\$124.24	\$27.17	4	\$108.70	\$25.23	4	\$100.93	\$333.85
		White St to Fleming Ave			\$0.00	N/A	\$0.00	\$0.00	N/A	\$0.00	\$0.00	N/A	\$0.00	N/A
		Fleming Ave to Norman St			\$22.44	4	\$89.76	\$19.64	4	\$78.56	\$18.23	4	\$72.92	\$241.71
		Norman St to Rogers Place			\$12.51	4	\$50.05	\$10.95	4	\$43.79	\$10.17	4	\$40.66	\$134.50
		Rogers Place to Howes St			\$22.66	4	\$90.64	\$19.82	4	\$79.28	\$18.41	4	\$73.63	\$243.55
		Howes St to Clark Place			\$0.00	N/A	\$0.00	\$0.00	N/A	\$0.00	\$0.00	N/A	\$0.00	N/A
		Clark Place to Fitzgerald Place			\$34.68	4	\$138.72	\$30.35	4	\$121.39	\$28.18	4	\$112.72	\$372.85
		Fitzgerald Place to Niver St			\$22.30	4	\$89.20	\$19.51	4	\$78.05	\$18.12	4	\$73.34	\$239.73
		Niver St to Kiep Dr			\$16.16	4	\$64.64	\$14.14	4	\$56.56	\$13.13	4	\$52.52	\$173.72
		Kiep Dr to 55th S. Ridgewood			\$17.12	4	\$68.48	\$14.98	4	\$59.92	\$13.91	4	\$55.64	\$184.04
		55th S. Ridgewood to Farmbrook Rd			\$68.13	4	\$272.52	\$59.62	4	\$238.46	\$55.36	4	\$221.63	\$732.42
		Farmbrook Rd to E. Bayshore Dr			\$28.80	4	\$115.20	\$25.20	4	\$100.80	\$23.40	4	\$93.60	\$306.60
		E. Bayshore Dr to Nova Rd			\$56.24	4	\$224.96	\$49.21	4	\$196.84	\$45.70	4	\$182.78	\$604.50
		Nova Rd (Triangles) to South City Limits (Rose Bay			\$82.22	4	\$328.88	\$71.95	4	\$287.76	\$65.81	4	\$263.23	\$883.91
3		Dunlawton Avenue Medians	7.78											
		Summit Street to L-95 - Triangles			\$44.66	4	\$178.64	\$39.08	4	\$156.32	\$36.29	4	\$145.15	\$480.10
		L-95 to 178th Dunlawton Ave - and Triangle			\$142.14	4	\$568.56	\$124.37	4	\$497.48	\$115.49	4	\$461.96	\$1,528.01
		178th Dunlawton to Yorktown Blvd			\$51.62	4	\$206.50	\$45.17	4	\$180.68	\$41.94	4	\$167.78	\$554.96
		Yorktown Blvd to Clyde Morris Blvd			\$77.98	4	\$311.92	\$68.23	4	\$272.93	\$63.36	4	\$253.44	\$838.79
		Clyde Morris Blvd to Victoria Garden/City Center Plw.			\$140.14	4	\$560.56	\$122.62	4	\$490.08	\$113.86	4	\$455.44	\$1,506.46
		Victoria Garden/City Center Plw. to N. Swallow Tail Village			\$185.86	4	\$743.46	\$162.83	4	\$650.52	\$151.01	4	\$601.66	\$1,988.04
		N. Swallow Tail Village Trail to S. Swallow Tail Dr			\$127.44	4	\$509.76	\$111.51	4	\$446.04	\$103.55	4	\$414.19	\$1,368.96
		S. Swallow Tail Dr to Jackson St			\$88.42	4	\$353.68	\$89.86	4	\$359.46	\$55.59	4	\$222.35	\$735.47
		Jackson St. to Dunlawton Hills Subdivision			\$132.17	4	\$528.67	\$115.65	4	\$462.59	\$107.39	4	\$426.35	\$1,409.81
		Dunlawton Hills Subdivision to Oak St			\$230.62	4	\$922.48	\$114.30	4	\$457.20	\$106.13	4	\$424.52	\$1,409.81
		Oak St to Spruce Creek Rd			\$115.75	4	\$463.00	\$101.28	4	\$405.12	\$94.05	4	\$376.16	\$1,244.29
		Spruce Creek Rd to RR Crossing			\$16.82	4	\$67.28	\$14.72	4	\$58.87	\$13.67	4	\$54.67	\$180.82
		RR Crossing to US I			\$16.62	4	\$66.48	\$14.54	4	\$58.17	\$13.50	4	\$54.02	\$178.67
4		Nova Road Medians	2.07											
		Isabelle Ave to Regency Blvd			\$29.39	4	\$117.55	\$25.71	4	\$102.86	\$23.88	4	\$95.51	\$315.92
		Regency Blvd to Wood St			\$32.91	4	\$131.65	\$28.80	4	\$115.19	\$26.74	4	\$106.96	\$353.90
		Wood St to Durant Dr			\$54.74	4	\$218.96	\$47.90	4	\$191.59	\$44.48	4	\$177.91	\$588.46
		Durant Dr to Spruce Creek Rd			\$12.19	4	\$48.77	\$10.67	4	\$42.67	\$9.91	4	\$39.62	\$131.06
		Spruce Creek Rd to Miles Dr			\$40.25	4	\$160.99	\$35.13	4	\$140.52	\$32.61	4	\$130.49	\$437.63
		Miles Dr to Tree Garden Dr			\$108.00	4	\$432.00	\$94.50	4	\$378.00	\$87.75	4	\$351.00	\$1,161.00
		Tree Garden Dr to Village Trl			\$55.35	4	\$221.40	\$46.43	4	\$185.73	\$44.97	4	\$179.88	\$595.09
		Village Trl to Dunlawton Ave			\$10.55	4	\$42.21	\$9.23	4	\$36.93	\$8.57	4	\$34.29	\$113.43
		Dunlawton Ave to Eagle Lake Trl			\$16.23	4	\$64.93	\$14.20	4	\$56.81	\$13.19	4	\$57.75	\$174.48

TOTAL AMOUNT

PURPOSE:

The City of Port Orange is soliciting quotations for herbicide and pesticide treatment applications to maintain all trees, palms, shrubs, groundcovers and turf grass in good, health appearance and color.

SCOPE OF WORK:

FERTILIZATION, DISEASE, AND INSECT CONTROLS: All landscaped areas shall be treated as outlined below to maintain all trees, palms, shrubs, groundcovers, and turf grass in good, healthy appearance and color. An application schedule along with the specified products with detailed formulation must be submitted and approved by the City prior to the applications. The City of Port Orange requires full Compliance with Volusia County's Fertilizer Ordinance (attached as **exhibit D**) This includes no fertilizer application within 15 feet of waterway or wetland and the required training and licensing of applicators. The contractor shall be familiar with and responsible for compliance with this ordinance.

- **TURF GRASS, PALMS AND, SHRUBS WITH GROUNDCOVER, FERTILIZATION:** All contracted areas of sod, palms shrubs and ground cover shall receive ONE AND ONE HALF (1.5) pounds of the specified fertilizer (**see Exhibit C**) per 1,000 square feet in four applications per year: The applications shall occur in FEBRUARY, MAY, AUGUST AND NOVEMBER. A growing season application of a trace element fertilizer formula as specified in exhibit C containing no nitrogen or phosphorus shall be made in AUGUST. The contractor shall provide 24 hours notification to the City for each area prior to servicing.
 - Turf Grass, tree rings shrubs and ground cover should remain free of all unwanted plant materials including but not limited to dollar weeds, broadleaf, thistle, button weed, chick weed and crab grass and invasive species.
 - Soil Test – The City will conduct an annual soil test of the contracted areas to determine the soil Phosphorus levels. If phosphorus is needed in the fertilizer formulation the contractor will be notified by January 30 of each year to adjust the fertilization formula to contain $2P_2O_5$
- **DISEASE & INSECT CONTROL:** Contractor shall be responsible for the immediate control and identification of any insect or disease-causing organisms that may arise in any landscape or turf grass area. Upon confirmation of a specific problem requiring treatment, pesticides shall be applied as needed on a spot treatment basis, whenever possible using the least toxic, effective pesticide. All applications of pesticides and fertilizations shall be performed when temperatures are below 90 degrees and wind drift is negligible. All applicators shall have a State licensed, certified, operator on staff or use a City approved sub-contractor that is licensed and certified for pest control. Also, the contractor shall provide 24 hours notification to the City for each area prior to servicing.
 - Records shall be kept on pests identified and treatment(s) rendered for control, shall be submitted to the City.

AREAS OF SERVICE

All areas of service per the scope of work are included in **Exhibit A**. All service costs related to pest control are to be included in **Attachment 1 Pricing Form**. The Contractor or subcontractor shall be in strict accordance with all state and local regulations concerning licensing and safety requirements and be registered with the City of Port Orange. **Map showing each area to be serviced is included in Exhibit B.**

ESTIMATED QUANTITIES

Please note, while the City has provided the acre measurements on each area covered under this solicitation, these measurements are ESTIMATES only. The awarded Contractor shall be responsible for all maintenance required in each respective area. All estimated quantiles are listed in the Exhibit A and Attachment 1 Pricing Form.

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1 inch equals 1,000 feet
0 1,000 2,000 3,000 4,000

City of Port Orange Public Works Major Medians

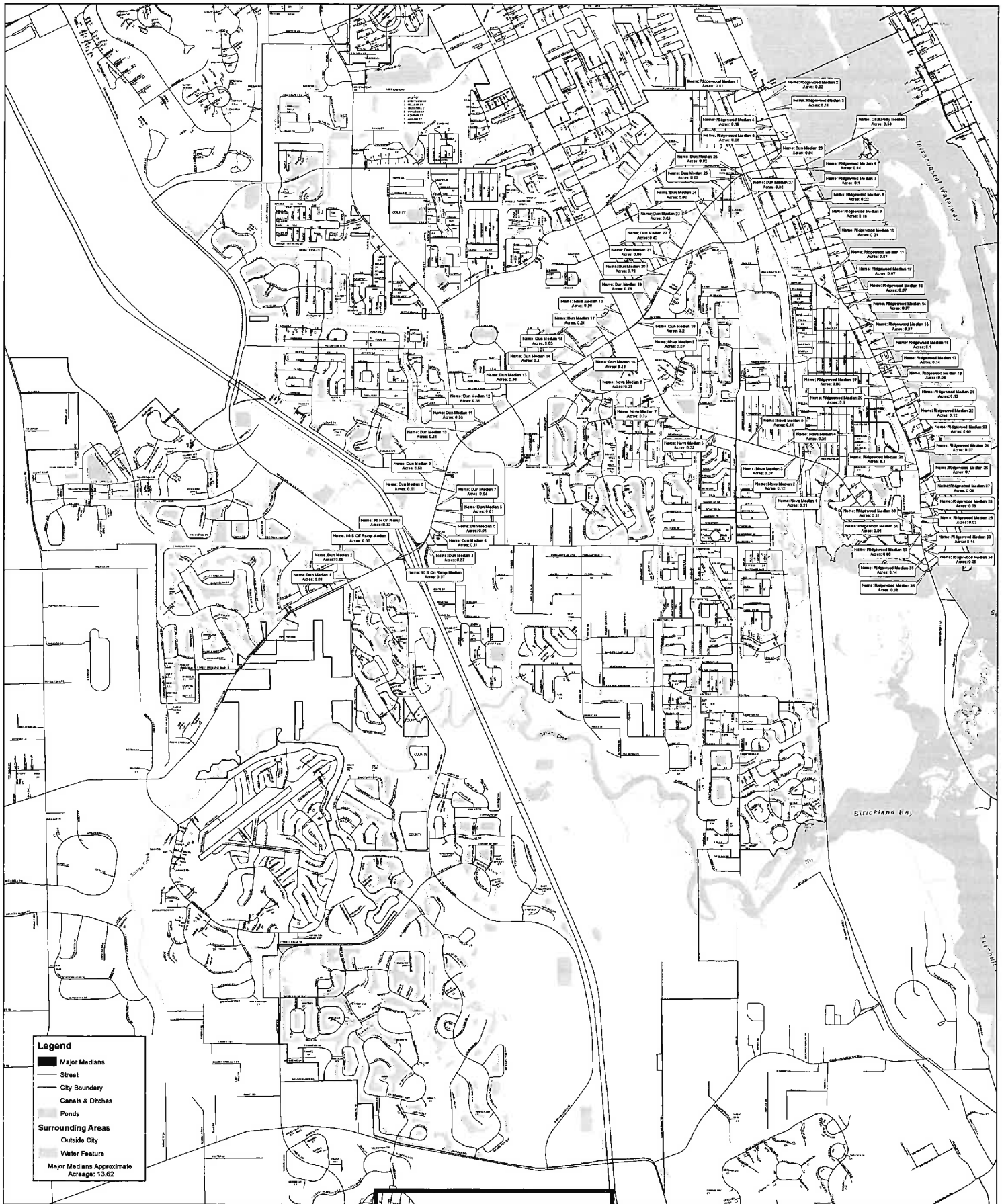


EXHIBIT "1"

FERTILIZER SPECIFICATIONS

Standard formulation

8N-0P₂O₅-12K₂O+4Mg + approved micronutrients

Formula with required phosphorus (P)

8N-2P₂O₅-12K₂O+4Mg

Trace element formula

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VOLUSIA COUNTY FERTILIZER ORDANCE

ARTICLE VIII. - FLORIDA-FRIENDLY FERTILIZER USE

Sec. 50-520. - Findings.

As a result of impairment to surface waters caused by excessive nutrients, and as a result of increasing levels of nitrogen in the surface and ground water within the aquifers and springs, the county council hereby determines that the use of fertilizers creates a risk to contributing to adverse effects on surface and groundwater. Accordingly, the county council hereby finds that management measures contained in the most recent edition of the Florida-Friendly Best Management Practices for Protection of Water Resources by the Green Industries are required.

(Ord. No. 2014-06, § II, 4-3-14)

Sec. 50-521. - Purpose and intent.

This article regulates the proper use of fertilizers by any applicator; requires proper training of commercial and institutional fertilizer applicators; establishes training and licensing requirements; establishes a prohibited application period; and specifies allowable fertilizer application rates and methods, fertilizer-free zones, low maintenance zones, and exemptions. This article requires the use of best management practices, which provide specific management guidelines to minimize negative secondary and cumulative environmental effects associated with the misuse of fertilizers. These secondary and cumulative effects have been observed in and on natural and constructed stormwater conveyances, rivers, creeks, canals, springs, lakes, estuaries and other waterbodies. Collectively, these waterbodies are an asset critical to the environmental, recreational, cultural and economic well-being of county residents and the health of the public in general. Overgrowth of algae and vegetation hinder the effectiveness of flood attenuation provided by natural and constructed stormwater conveyances. Regulation of nutrients, including both nitrogen and phosphorus contained in fertilizer, will help improve and maintain water and habitat quality.

(Ord. No. 2014-06, § II, 4-3-14)

Sec. 50-522. - Definitions.

For the purposes of this article, the following terms shall have the meanings set forth in this section words used in the singular shall include plural, and the plural, singular; words used in the present tense shall include future tense. The word "shall" is mandatory and not discretionary. The word "may" is permissive. Words not defined herein shall have the meaning given in other sections of this Code and if not therein, shall have the meaning given by common and ordinary use:

Administrator means the county manager, or an administrative official designated by the county manager to administer and enforce the provisions of this article.

Application or *apply* means the actual physical deposit of fertilizer to turf and/or landscape plants.

Applicator means any person who applies fertilizer on turf and/or landscape plants.

Approved best management practices training program means a training program approved

pursuant to F.S. § 403.9338, or any more stringent requirements set forth in this article that includes the most current version of the Florida Department of Environmental Protection's Florida-Friendly Best Management Practices for Protection of Water Resources, by the Green Industries, as may be amended.

Best management practices means turf and landscape practices or a combination of practices based on research, field-testing, and expert review determined to be the most effective and practicable on-location means, including economic and technological considerations, for improving water quality, conserving water supplies and protecting natural resources.

Code enforcement officer, official or inspector means any, designated employee or agent whose duty it is to enforce codes and ordinances.

Commercial fertilizer applicator, except as provided in F.S. § 482.1562(9), means any person who applies fertilizer for payment or other consideration to property not owned by the person or firm applying the fertilizer or the employer of the applicator.

Fertilize means the act of applying fertilizer to turf, specialized turf, or landscape plants.

Fertilizer means any substance or mixture of substances that contains one or more recognized plant nutrients and promotes plant growth, or controls soil acidity or alkalinity, or provides other soil enrichment, or provides other corrective measures to the soil. Fertilizer does not include unmanipulated peat or compost which make no claims as described in the preceding sentence.

Guaranteed analysis means the percentage of plant nutrients or measures of neutralizing capability claimed to be present in a fertilizer.

Institutional fertilizer applicator means any person, other than a private, noncommercial or a commercial fertilizer applicator (unless such definitions also apply under the circumstances), that applies fertilizer for the purpose of maintaining turf and/or landscape plants. Institutional fertilizer applicators shall include, but shall not be limited to, owners, managers or employees of public lands, schools, parks, religious institutions, utilities, industrial or business sites and any residential properties maintained in condominium and/or common ownership.

Landscape plant means any native or exotic tree, shrub, or groundcover (excluding turf).

Low maintenance zone means an area a minimum of ten feet wide adjacent to watercourses which is planted and managed in order to minimize the need for fertilization, watering, mowing, etc.

Person means any natural person, business, corporation, limited liability company, partnership, limited partnership, association, club, organization, and/or any group of people acting as an organized entity.

Prohibited application period means the time period during which a flood watch or warning, or a tropical storm watch or warning, or a hurricane watch or warning is in effect for any portion of the county, issued by the National Weather Service, or if heavy rain, as defined by the World Meteorological Organization, as rainfall greater than or equal to two inches in a 24-hour period is likely.

Saturated soil means a soil in which the voids are filled with water. Saturation does not require flow. For the purposes of this article, soils shall be considered saturated if standing water is present or the pressure of a person standing on the soil causes the release of free water.

Slow release, controlled release, timed release, slowly available, or water insoluble nitrogen

means nitrogen in a form which delays its availability for plant uptake and use after application, or which extends its availability to the plant longer than a reference rapid or quick-release product.

Turf, sod or lawn means a piece of grass-covered soil held together by the roots of the grass.

(Ord. No. 2014-06, § II, 4-3-14; Ord. No. 2014-09, § II, 7-17-14)

Sec. 50-523. - Applicability.

This article shall apply and regulate any and all applicators of fertilizer and areas of application of fertilizer within the incorporated and unincorporated areas of the county, unless such applicator is specifically exempted by the terms of this article. This article shall be prospective only, and shall not impair any existing contracts.

(Ord. No. 2014-06, § II, 4-3-14)

Sec. 50-524. - Timing of fertilizer application.

- (a) No applicator shall apply fertilizers containing nitrogen and/or phosphorus to turf and/or landscape plants during the prohibited application period, or to saturated soils.
- (b) Fertilizer containing nitrogen or phosphorus shall not be applied before seeding or sodding a site, and shall not be applied for the first 30 days after seeding or sodding, except when hydro-seeding for temporary or permanent erosion control in an emergency situation, or in accordance with an adopted stormwater pollution prevention plan for that site.
- (c) Fertilizer containing nitrogen or phosphorus shall not be applied to turf or landscape plants June 1 through September 30 of each year.

(Ord. No. 2014-06, § II, 4-3-14; Ord. No. 2014-09, § II, 7-17-14)

Sec. 50-525. - Fertilizer-free zones.

Fertilizer shall not be applied within 15 feet of any pond, stream, watercourse, lake, canal, or wetland, as defined by the Florida Department of Environmental Protection Rule 62-340, Florida Administrative Code, or from the top of a seawall. Newly planted turf and/or landscape plants may be fertilized in this zone only for a 60-day period beginning 30 days after planting if needed to allow the plants to become well established. Caution shall be used to prevent direct deposition of nutrients into the water.

(Ord. No. 2014-06, § II, 4-3-14; Ord. No. 2014-09, § II, 7-17-14)

Sec. 50-526. - Low maintenance zones.

A voluntary ten-foot low maintenance zone is strongly recommended, but not mandated, from any pond, stream, watercourse, lake, wetland or from the top of a seawall. A swale/berm system is recommended for installation at the landward edge of this low maintenance zone to capture and filter runoff. No mowed or cut vegetative material may be deposited or left remaining in this zone or deposited in the water. Care should be taken, to prevent the over-

spray of aquatic weed products in this zone.

(Ord. No. 2014-06, § II, 4-3-14)

Sec. 50-527. - Fertilizer content and application rates.

- (a) Fertilizers applied to turf shall be applied in accordance with requirements and directions provided by Rule 5E-1.003, Florida Administrative Code, "Fertilizer Label Requirements for Urban Turf, Sports Turf or Lawns."
- (b) Nitrogen or phosphorus fertilizer shall not be applied to turf or landscape plants except as provided in subsection (a) for turf, or in the University of Florida/IFAS recommendations for landscape plants, vegetable gardens, and fruit trees and shrubs, unless a soil or tissue deficiency has been verified by an approved test.
- (c) Fertilizers containing phosphorus shall not be applied to turf, sod, lawns or landscape plants in Volusia County. No fertilizer containing phosphorus shall be applied to turf, sod, lawns or landscape plants unless a soil or plant tissue deficiency is verified by a testing methodology approved by the University of Florida, Institute of Food and Agricultural Sciences. If a deficiency is verified, the application of fertilizer containing phosphorus shall adhere to the rates and directions for the appropriate region of Florida, as adopted by Florida Administrative Code Rule. This subsection supersedes any inconsistent provisions in subsections (a) and (b) regarding phosphorus.
- (d) Fertilizers containing nitrogen applied to turf or landscaping plants within Volusia County shall contain no less than 50 percent slow release nitrogen per guaranteed analysis label. This subsection supersedes any inconsistent provisions in subsections (a) and (b) regarding nitrogen.

(Ord. No. 2014-06, § II, 4-3-14; Ord. No. 2014-09, § II, 7-17-14)

Sec. 50-528. - Application practices.

- (a) Spreader deflector shields are required when fertilizing via rotary (broadcast) spreaders. Deflectors must be positioned such that fertilizer granules are deflected away from all impervious surfaces, fertilizer-free zones and waterbodies, including wetlands.
- (b) Fertilizer shall not be applied, spilled, or otherwise deposited on any impervious surfaces.
- (c) Any fertilizer applied, spilled, or deposited, either intentionally or accidentally, on any impervious surface shall be immediately and completely removed to the greatest extent practicable.
- (d) Fertilizer released on an impervious surface must be immediately contained and either legally applied to turf or any other legal site, or returned to the original or other appropriate container.
- (e) In no case shall fertilizer be washed, swept, or blown off impervious surfaces into stormwater drains, ditches, conveyances, or waterbodies.

(Ord. No. 2014-06, § II, 4-3-14)

Sec. 50-529. - Management of grass clippings and vegetative matter.

In no case shall grass clippings, vegetative material, and/or vegetative debris be washed, swept, or blown off into stormwater drains, ditches, conveyances,

waterbodies, wetlands, or sidewalks or roadways. Any material that is accidentally so deposited shall be immediately removed to the maximum extent practicable.

(Ord. No. 2014-06, § II, 4-3-14)

Sec. 50-530. - Exemptions.

This article shall not apply to:

- (1) Bona fide farm operations as defined in F.S. § 823.14, "Florida Right to Farm Act."
- (2) Other properties not subject to or covered under subsection (a) that have pastures used for grazing livestock.
- (3) Any lands used for bona fide scientific research, including, but not limited to, research on the effects of fertilizer use on stormwater, water quality, agronomics, or horticulture.
- (4) Golf courses, athletic fields and turf managed for active recreation, whose owners implement best management practices as described in Rule 5E-1.003(2)(d). Florida Administrative Code, "Fertilizers Labeled, for Sports Turf at Golf Courses, Parks and Athletic Fields."

(Ord. No. 2014-06, § II, 4-3-14)

Sec. 50-531. - Training.

- (a) All commercial and institutional fertilizer applicators shall abide by and successfully complete the six-hour training program in the Florida-Friendly Best Management Practices for Protection of Water Resources, by the Green Industries offered by the Florida Department of Environmental Protection through the University of Florida/IFAS Florida-Friendly Landscapes Program, or an approved equivalent.
- (b) Private, noncommercial applicators are encouraged to follow the recommendations of the University of Florida/IFAS Florida Yards and Neighborhoods Program when applying fertilizers.

(Ord. No. 2014-06, § II, 4-3-14)

Sec. 50-532. - Licensing of commercial fertilizer applicators.

- (a) By September 30, 2014, all commercial fertilizer applicators shall abide by and successfully complete training and continuing education requirements in the Florida-Friendly Best Management Practices for Protection of Water Resources by the Green Industries, offered by the Florida Department of Environmental Protection through the University of Florida/IFAS Florida-Friendly Landscapes Program, or an approved equivalent program. Commercial fertilizer applicators shall provide proof of completion of the program prior to obtaining a new local business tax receipt for any category of occupation which may apply any fertilizer to turf and/or landscape plants. Commercial fertilizer applicators with an existing local business tax receipt for any category of occupation which may apply any fertilizer to turf and/or landscape plants shall provide proof of completion of the program within 30 days after completing the program and prior to September 30, 2014.
- (b) After September 30, 2014, all commercial fertilizer applicators shall have and carry in their possession at all times when applying fertilizer, evidence of certification by the Florida Department of Agriculture and Consumer Services, as a commercial fertilizer applicator pursuant to Rule 5E-14.117(18), Florida Administrative Code.

- (c) By September 30, 2014, all businesses applying fertilizer to turf and/or landscape plants (including, but not limited to, residential lawns, commercial properties, and multifamily and condominium properties) shall ensure that at least one employee has a Florida-Friendly Best Management Practices for Protection of Water Resources by the Green Industries training certificate. Business owners for any category of occupation which may apply any fertilizer to turf and/or landscape plants shall provide proof of completion of the program by at least one employee prior to the business owner obtaining a new local business tax receipt. Business owners for any category of occupation which may apply any fertilizer to turf and/or landscape plants with an existing local business tax receipt shall provide proof of completion of the program by at least one employee within 30 days after completing the program and prior to September 30, 2014.

(Ord. No. 2014-06, § II, 4-3-14) Sec. 50-533. - Enforcement; declaration.

The county council hereby finds and declares that a violation of this article presents a serious threat to the public health, safety and welfare and is irreparable or irreversible in nature. No violator of this article shall be entitled to an opportunity to correct a violation prior to the levy of a civil penalty in accordance with any of the enforcement methods prescribed in sections 1-7 and 2-392, or other applicable section of this Code. The civil penalty shall be \$50.00 for each violation. However, if the person has been previously found through a code enforcement board or any other quasi-judicial or judicial process to have violated, or who has admitted violating, this article within five years prior to the violation, the civil penalty shall be \$100.00 for a second violation, \$250.00 for a third violation and \$500.00 for a fourth or subsequent violation, notwithstanding the violations occurring at different locations.

(Ord. No. 2014-06, § II, 4-3-14)

END OF SCOPE OF WORK

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CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 3/16/2021

Consent item: Yes

SUBJECT: (C11) Resolution No. 21-12 - Budget Appropriations for Water and Sewer R&R for Howes Street and Orange Avenue Watermain and Drainage Improvements DIP069

DEPARTMENT: Public Utilities

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Budget Resolution No 21-12 to transfer \$655,000 from 401 Fund Balance to the 403 Fund Water and Sewer R&R to provide funding for the utility portion of Howes Street and Orange Avenue Watermain and Drainage Improvements DIP069.

SUMMARY: The Public Works & Utilities Department is requesting City Council approve Budget Resolution No 21-12 to transfer \$655,000 from 401 Fund Balance to the 403 Fund Water and Sewer R&R to provide funding for the utility portion of Howes Street and Orange Avenue Watermain and Drainage Improvements DIP069 construction project.

On February 11, 2021, the Purchase Department received nine (9) bid submittals for ITB 21-02 Howes Street and Orange Avenue Watermain and Drainage Improvements. During design, it was discovered that improvements to water mains in the same area needed to be done. In an effort to be more efficient and minimize interruption to the neighborhood, the work was added to the scope. The utility portion of the bid of the project will be \$601,675.50, with an additional \$50,000 for unforeseen conditions.

The Public Works and Utilities Department is requesting a budget resolution be processed for the amount of \$655,000 be transferred from 401 fund balance to 403 Water and Sewer R&R.

Project Funding Account No.: Fund: 403 - Water and Sewer R&R, Cost Center:
No.: DIP Water and Sewer, Program: W/S Distribution, Spend Category: Water-
069 Capital, Additional Work Tag: DIP069

Presenter: Lynn Stevens

ATTACHMENTS:

1.	Budget Resolution No. 21-12 with exhibit	Bud Reso 21-12-Howes St (DIP069) - CC Mtg 3-16-21 (2).pdf
2.	Department Justification Memo - Budget Resol Request Howes Street	Department Justification Memo - Budget Resol Request Howes Street (1) (1).docx

	(1) (1)	
3.	Howes and Orange DIP069 Funding	Howes and Orange DIP069 Funding.pdf

Julia Wiggins	Created/Initiated - 2/21/2021
Kynah Cockcroft	Approved - 2/22/2021
Junos Reed	Approved - 2/22/2021
Steve Parnell	Approved - 2/22/2021
Lynn Stevens	Approved - 3/1/2021
Lupe Reyna-Coffin	Approved - 3/4/2021
Scott Neils	Approved - 3/4/2021
Matthew Jones	Approved - 3/5/2021
Jamie Miller	Approved - 3/8/2021
Robin Fenwick	Final Approval - 3/8/2021

RESOLUTION NO. 21-12

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROPRIATING CAPITAL FUNDS FOR THE FISCAL YEAR 2021 BUDGET; TO DESIGNATE FUND BALANCE IN THE AMOUNT \$655,000 IN THE WATER AND SEWER FUND (401) AND APPROPRIATE TO WATER AND SEWER R&R FUND (403), CAPITAL OUTLAY FOR PROJECT HOWES ST & ORANGE AVE DRAINAGE IMPROVEMENTS (DIP069); AND SETTING FORTH REVENUES AND EXPENDITURES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City Council desires to designate and appropriate fund balance in the amount of \$655,000 in the Water and Sewer Fund (401) to the Water and Sewer R&R Fund (403), Capital Outlay - Cost Center Water and Sewer, Program Water and Sewer Distribution, to provide funding for the utility portion of Howes Street and Orange Avenue Watermain and Drainage Improvements Project (DIP069).
and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The funds for the City operating items are hereby appropriated as set forth in Composite Exhibit A, attached hereto, which reflects revenues and corresponding expenditures for the designated expenditures.

Section 2. The Budget item adopted in the preceding section shall govern the expenditures relating to such operations for the City during the current fiscal year effective October 1, 2020 through September 30, 2021.

Section 3. Supplemental appropriations, reductions of appropriations, emergency appropriations, and interdepartmental transfers of appropriations may be effected by the City Council and the City Manager as deemed necessary in strict

compliance with the procedures specified in Chapter 2, Article VI, Division 3, Code of Ordinances, City of Port Orange, Florida.

Section 4. This resolution shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC City Clerk

Adopted on the _____ day of _____

Reviewed and Approved: _____
Matthew J. Jones, City Attorney

FY2021 Water and Sewer Fund 401
 Prepared: February 22, 2021
 Finance: Finance Staff

		Budget Increase / (Decrease)
Revenues:		
Appropriated Equity		655,000
	Total Revenues:	\$ 655,000
Expenditures:		
Interfund Transfer Expense		655,000
	Total Expenditures:	\$ 655,000

To budget for transfer to Water and Sewer R&R Fund (403) to provide funding to cover the utility portion of Howes Street and Orange Avenue
 Watermain and Drainage Improvements (DIP069)
 ITB 21-02 -

FY2021 Water and Sewer R&R Fund 403
Prepared: February 22, 2021
Finance: Finance Staff

		<u>Budget Increase / (Decrease)</u>
<u>Revenues:</u>		
Interfund Transfer Revenue		655,000
	Total Revenues:	<u><u>\$ 655,000</u></u>
<u>Expenditures:</u>		
Capital Outlay - Water Capital Project DIP069		655,000
	Total Expenditures:	<u><u>\$ 655,000</u></u>

To budget for funding, from Fund 401 to cover the utility portion of Howes Street and Orange Avenue Watermain and Drainage Improvements (DIP069)
ITB 21-02 -



City of Port Orange Public Works & Utilities Department

TO: Jamie Miller, Interim City Manager

THRU: Lynn Stevens, Public Works & Utilities Director
Steve Parnell, Deputy Director of Public Utilities
Junos Reed, Engineer and Construction Manager

FROM: Julia Wiggins, Public Works & Utilities Business Manager

DATE: February 18, 2021

SUBJECT: Budget Resolution Request- Howes Street and Orange Avenue
Watermain and Drainage Improvements DIP069

REQUEST:

The Public Works & Utilities Department is requesting City Council to approve Budget Resolution No 21-12 to transfer \$655,000 from 401 Fund Balance to the 403 Fund Water and Sewer R&R to provide funding for the utility portion of Howes Street and Orange Avenue Watermain and Drainage Improvements DIP069.

PURPOSE:

The purpose of this request is to move funds from fund balance to Capital Improvement Project Budget in order to complete the project.

CONSIDERATION:

On February 11, 2021, the Purchasing Department received nine (9) bid submittals for ITB 21-02 Howes Street and Orange Avenue Watermain and Drainage Improvements. On March 16, 2021, the department will request City Council award the project to GPS Civil Construction, Inc. as the lowest, responsive bidder.

During design of the stormwater project, it was discovered that aging water main infrastructure needed to be replaced. It was decided that it was in the best interest of the City to include the water pipeline replacement during the stormwater pipe replacement project to save money and reduce impact to the neighborhood. The utility portion of the bid of the project will be \$601,675.50, with an additional \$50,000 for unforeseen conditions.

The Public Works and Utilities Department is requesting a budget resolution for the amount of \$655,000.00 and transfer funds from 401 fund balance to 403 Water and Sewer R&R.

BUDGET RESOLUTION AMOUNT:

Fund: 403

Fund Name: Water and Sewer R&R

Cost Center: Water and Sewer

Program: W/S Distribution

Spend Category: Water-Capital

Additional Work Tag: DIP069

RECOMMENDATION:

The Public Works & Utilities Department recommending City Council approve Budget Resolution No 21-12 to transfer \$655,000 from 401 Fund Balance to the 403 Fund Water and Sewer R&R to provide funding for the utility portion of Howes Street and Orange Avenue Watermain and Drainage Improvements DIP069.

ANTICIPATED SCHEDULE:

a.) Council to approve: March 16, 2021

b.) Processed Budget Amendment: March 29, 2021

ATTACHMENTS:

CC: Scott Neils, CEO

Summary Project Balances - DIP069 Howes Street / Orange Avenue Watermain and Drainage Improvements

FUND	SPEND CATEGORY	UNENCUMBERED BALANCE	OBLIGATIONS		FY20 CARRYFORWARD
			ENCUMBRANCES		
110	Water - Capital	\$ 277,785.00	\$ -	\$	277,785.00
	Envro Review	\$ (10,000.00)	\$ -	\$	(10,000.00)
	TOTAL FUND	\$ 267,785.00	\$ -	\$	267,785.00
403	Water - Capital	\$ -	\$ -	\$	-
		\$ -	\$ -	\$	-
	TOTAL FUND	\$ -	\$ -	\$	-
412	Drainage - Capital	\$ 1,066,942.00	\$ -	\$	1,066,942.00
		\$ -	\$ -	\$	-
	TOTAL FUND	\$ 1,066,942.00	\$ -	\$	1,066,942.00
TOTAL PROJECT		\$ 1,334,727.00	\$ -	\$	1,334,727.00

Detail of Open Obligations / Encumbrances - included in Carryforward

<u>PO#</u>	<u>Vendor Name</u>	<u>Remaining Balance</u>	<u>Spend Category</u>	<u>Spend Category</u>		
			Water - Capital	Drainage - Capital		
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		FY21 ACTIVITY							PROJECT BUDGET	
FUND SPEND CATEGORY		BUDGET	YTD ACTUALS	Pending Req COMMITMENTS	OBLIGATIONS	TOTAL ACTUALS & OBLIGATIONS	Pending Budget Items	WD BALANCE	REMAINING	
110	Water - Capital	\$ -	\$ -	\$ 267,785.00	\$ -	267,785.00	-	(267,785.00)	\$	10,000.00
	Enviro Review	\$ -	\$ -	\$ -	\$ -	-	-	-	\$	(10,000.00)
	TOTAL FUND	\$ -	-	267,785.00	-	267,785.00	-	(267,785.00)	\$	-
403	Water - Capital	\$ -	\$ -	\$ 651,675.50	\$ -	651,675.50	655,000.00	3,324.50	\$	3,324.50
		\$ -	\$ -	\$ -	\$ -	-	-	-	\$	-
	TOTAL FUND	\$ -	-	651,675.50	-	651,675.50	655,000.00	3,324.50	\$	3,324.50
412	Drainage - Capital	\$ -	\$ -	\$ 241,315.50	\$ 60,696.00	302,011.50	-	(302,011.50)	\$	764,930.50
		\$ -	\$ -	\$ -	\$ -	-	-	-	\$	-
	TOTAL FUND	\$ -	-	241,315.50	60,696.00	302,011.50	-	(302,011.50)	\$	764,930.50
TOTAL PROJECT		\$ -	\$ -	\$ 1,160,776.00	\$ 60,696.00	\$ 1,221,472.00	\$ 655,000.00	\$ (566,472.00)	\$	768,255.00



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 3/16/2021

Consent item: Yes

SUBJECT: (C12) Resolution No. 21-13 - Budget Appropriation for Additional Funding for Fire Training Tower (Project FIR027)

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION: Move to approve Resolution No. 21-13.

SUMMARY: In the FY20 Capital Improvement Program for the Fire Training Tower (FIR027), there was identified a requirement for \$108,000 in funding for the project. This funding was originally planned for the General Fund Capital Projects Fund 317 as a contingent FEMA reimbursement and was recorded as unfunded. (See Capital Improvement Program sheets)

A review of the Fire Impact Fee Fund showed that there was a sufficient balance for this requirement. The \$108,000 was included in the FY20 carry forward for the project, but was inadvertently missed when the FY21 Capital Improvement Plan appropriation was made.

This appropriation provides that funding.

Project No.: Funding Account No.:

Presenter: Scott Neils

ATTACHMENTS:

1.	Budget Resolution No. 21-13 with exhibit	Bud Reso 21-XX - Fund 311 for Fire Training Tower -FIR027 - CC Mtg 3-16-2021 (1).pdf
2.	CIP Pages - Project FIR027 for FY20 and FY21	CIP Pages - Project FIR027 for FY20 and FY21.pdf

Shelby Field
Lupe Reyna-Coffin
Scott Neils
Matthew Jones
Jamie Miller
Robin Fenwick

Created/Initiated - 3/4/2021
Approved - 3/4/2021
Approved - 3/4/2021
Approved - 3/5/2021
Approved - 3/8/2021
Final Approval - 3/8/2021

RESOLUTION NO. 21-13

A RESOLUTION OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, APPROPRIATING
OPERATING FUNDS FOR THE FISCAL YEAR 2021
BUDGET; TO APPROPRIATE TO THE FIRE IMPACT
FEE FUND (311) CAPITAL FOR THE FIRE TRAINING
TOWER (PROJECT FIR027) AND; SETTING FORTH
REVENUES AND EXPENDITURES; AND PROVIDING
AN EFFECTIVE DATE.

WHEREAS, The City Council desires to designate and appropriate funds in
the amount of \$108,000 from the Fire Impact Fee Fund (311) to provide funding for the
Fire Training Tower (Project FIR027); and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The funds for the City operating items are hereby appropriated as
set forth in Composite Exhibit A, attached hereto, which reflects revenues and
corresponding expenditures for the designated expenditures.

Section 2. The Budget item adopted in the preceding section shall govern the
expenditures relating to such operations for the City during the current fiscal year effective
October 1, 2020 through September 30, 2021.

Section 3. Supplemental appropriations, reductions of appropriations,
emergency appropriations, and interdepartmental transfers of appropriations may be
effected by the City Council and the City Manager as deemed necessary in strict
compliance with the procedures specified in Chapter 2, Article VI, Division 3, Code of
Ordinances, City of Port Orange, Florida.

Section 4. This resolution shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC City Clerk

Adopted on the _____ day of _____

Reviewed and Approved: _____
Matthew J. Jones, City Attorney

FY2021 Fire Impact Fee Fund - 311
Prepared: March 3, 2021
Finance: Finance Staff

		<u>Budget Increase / (Decrease)</u>
<u>Revenues:</u>		
Appropriated Equity		108,000
	Total Revenues:	<u><u>\$ 108,000</u></u>
<u>Expenditures:</u>		
Capital Outlay - Buildings		108,000
	Total Expenditures:	<u><u>\$ 108,000</u></u>

To budget for appropriation of additional capital to complet the Fire Training Tower (Project FIR027). These funds were in the Capital Improvement Program Budget, but inadvertantly not included in the FY21 Budget appropriation.

CAPITAL IMPROVEMENT PROGRAM DETAIL

PROJECT #

201838

Project Name:	Training Facility/Tower	Project Manager:	Ken Fustin
Department:	Fire Rescue	Original Plan Date:	02/01/17
Location:	Fire Stations	Concurrency Requirement:	

Goal / Objective: **Goal 1 Objective 2**

Priority III: **IMPORTANT (Could-Do)**

DESCRIPTION / JUSTIFICATION:

Currently Fire Rescue does not have an easily accessible training ground available on a regular basis within the City Limits. Requesting to build a new training facility to include a burn building, smoke/high rise tower, and the installation of piping to carry LP gases, air, and water for simulated hazardous materials incidents. Facilities are also required to ensure personnel can meet the training requirements established by OSHA for confined space training. Renovations at the former facility, located at 5839 Trailwood Drive, have been proposed for many years. Due to Fire Station #72's relocation and subsequent use as a drainage/retention area, it is necessary to construct a new and possibly joint training facility. The requested funding is based on estimates from vendors and conversations with Fire professionals that are currently working on similar projects. Staff is including a new SCBA fill station and various training props including: confined space maze, propane fed car fire simulator, propane tank simulator, computer driving simulator.

Note: Project FIR027 was established in FY19 with \$75,000 budgeted in the Fire Impact Fee Fund 311.

PROJECT EXPENDITURES / FUNDING SOURCES:

PROJECT COSTS:	PRIOR YEARS	FY20	FY21	FY22	FY23	FY24	FY25	TOTAL
Engineering & Planning	75,000	-	-	-	-	-	-	75,000
Construction	-	575,000	-	-	-	-	-	575,000
Equipment - SCBA fill station	-	45,000	-	-	-	-	-	45,000
Equipment - Various props	-	35,000	-	-	-	-	-	35,000
TOTAL PROJECT COSTS	75,000	655,000	-	-	-	-	-	730,000
SOURCES OF FUNDS:	PRIOR YEARS	FY20	FY21	FY22	FY23	FY24	FY25	TOTAL
General Capital Rplcmnt Fund 317	-	-	-	-	-	-	-	-
Fire Impact Fee Fund 311	75,000	547,000	-	-	-	-	-	622,000
General Capital Fund 317-Unfunded	-	108,000	-	-	-	-	-	108,000
***Contingent of FEMA Reimb	-	-	-	-	-	-	-	-
TOTAL PROJECT REVENUE	75,000	655,000	-	-	-	-	-	730,000

OPERATIONAL IMPACT

Additional annual operating costs will include general maintenance and repairs, utilities, insurance, and operating supplies. Some of these costs may be offset by new revenue generated from renting the training facility to other agencies.

OPERATIONAL IMPACT	PRIOR YEARS	FY20	FY21	FY22	FY23	FY24	FY25	TOTAL
Additional Revenues								
Charges for Services - CIAA	-	-	40,000	40,000	40,000	40,000	-	160,000
Other Revenues	-	-	-	-	-	-	-	-
Less Additional Expenditures								
New Personnel	-	-	-	-	-	-	-	-
Maintenance and Other Operating	-	-	-	2,000	2,000	2,000	2,000	8,000
Non Operating (Debt Service)	-	-	-	-	-	-	-	-
Net Annual Impact on Operations	-	-	(40,000)	(38,000)	(38,000)	(38,000)	2,000	(152,000)
FUNDING SOURCES	PRIOR YEARS	FY20	FY21	FY22	FY23	FY24	FY25	TOTAL
General Fund 001	-	-	-	2,000	2,000	2,000	2,000	8,000
Total	-	-	-	2,000	2,000	2,000	2,000	8,000

CAPITAL IMPROVEMENT PROGRAM DETAIL

PROJECT #

201838

Project Name: Training Facility/Tower

Project Manager: Ken Fustin

Department: Fire Rescue

Original Plan Date: 02/01/17

Location: Fire Stations

Concurrency Requirement:

Goal / Objective: Goal 1 Objective 2

Priority III: IMPORTANT (Could-Do)

DESCRIPTION / JUSTIFICATION:

Currently Fire Rescue does not have an easily accessible training ground available on a regular basis within the City Limits. Requesting to build a new training facility to include a burn building, smoke/high rise tower, and the installation of piping to carry LP gases, air, and water for simulated hazardous materials incidents. Facilities are also required to ensure personnel can meet the training requirements established by OSHA for confined space training. Renovations at the former facility, located at 5839 Trailwood Drive, have been proposed for many years. Due to Fire Station #72's relocation and subsequent use as a drainage/retention area, it is necessary to construct a new and possibly joint training facility. The requested funding is based on estimates from vendors and conversations with Fire professionals that are currently working on similar projects. Staff is including a new SCBA fill station and various training props including: confined space maze, propane fed car fire simulator, propane tank simulator, computer driving simulator.

Note: Project FIR027 was established in FY19 with \$75,000 budgeted in the Fire Impact Fee Fund 311.

PROJECT EXPENDITURES / FUNDING SOURCES:

PROJECT COSTS:	PRIOR YEARS	FY21	FY22	FY23	FY24	FY25	FY26	TOTAL
Engineering & Planning		75,000	-	-	-	-	-	75,000
Construction		575,000	100,000	-	-	-	-	675,000
Equipment - SCBA fill station		45,000	-	-	-	-	-	45,000
Equipment - Various props		35,000	-	-	-	-	-	35,000
TOTAL PROJECT COSTS		730,000	100,000	-	-	-	-	830,000
SOURCES OF FUNDS:	PRIOR YEARS	FY21	FY22	FY23	FY24	FY25	FY26	TOTAL
General Capital Fund 317		-	-	-	-	-	-	-
Fire Impact Fee Fund 311		730,000	100,000	-	-	-	-	830,000
TOTAL PROJECT REVENUE		730,000	100,000	-	-	-	-	830,000

OPERATIONAL IMPACT

Additional annual operating costs will include general maintenance and repairs, utilities, insurance, and operating supplies. Some of these costs may be offset by new revenue generated from renting the training facility to other agencies.

OPERATIONAL IMPACT	PRIOR YEARS	FY21	FY22	FY23	FY24	FY25	FY26	TOTAL
Additional Revenues								
Charges for Services - CIAA	-	-	40,000	40,000	40,000	-	-	120,000
Other Revenues	-	-	-	-	-	-	-	-
Less Additional Expenditures								
New Personnel	-	-	-	-	-	-	-	-
Maintenance and Other Operating	-	-	2,000	2,000	2,000	2,000	2,000	10,000
Non Operating (Debt Service)	-	-	-	-	-	-	-	-
Net Annual Impact on Operations	-	-	(38,000)	(38,000)	(38,000)	2,000	2,000	(110,000)
FUNDING SOURCES	PRIOR YEARS	FY21	FY22	FY23	FY24	FY25	FY26	TOTAL
General Fund 001		-	-	2,000	2,000	2,000	2,000	10,000
Total	-	-	2,000	2,000	2,000	2,000	2,000	10,000



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 3/16/2021

Consent item: Yes

SUBJECT: (C13) Resolution No. 21-14 - Budget Appropriation of funds for Project QPC046 Veterans Park Benches and Bricks

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION: Move to approve Resolution No. 21-14.

SUMMARY: Appropriation of \$5,791 in Private Contribution received for Parks and Recreation Project QPC046 – Veterans Parks Benches and Bricks as follows;

FY19 \$1,672

FY20 \$4,119

Project No.: Funding Account No.:

Presenter: Scott Neils

ATTACHMENTS:

1.	Budget Resolution No. 21-14 with exhibit	Bud Reso 21-14 - GF Private Donations (QPC046) CC 03-16-21.pdf
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Scott Neils

Created/Initiated - 2/12/2021

Scott Neils

Approved - 2/12/2021

Lupe Reyna-Coffin

Approved - 2/19/2021

Scott Neils

Approved - 2/22/2021

Matthew Jones

Approved - 3/8/2021

Jamie Miller

Approved - 3/8/2021

Robin Fenwick

Final Approval - 3/8/2021

RESOLUTION NO. 21-14

A RESOLUTION OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, APPROPRIATING
OPERATING FUNDS FOR THE FISCAL YEAR 2021
BUDGET; TO APPROPRIATE FUND BALANCE OF
\$5,791 IN THE GENERAL FUND (001) FOR PRIVATE
CONTRIBUTIONS RECEIVED IN PRIOR YEARS FOR
THE VETERAN'S PARK BENCHES AND BRICKS
PROGRAM AND ; SETTING FORTH REVENUES AND
EXPENDITURES; AND PROVIDING AN EFFECTIVE
DATE.

WHEREAS, the City Council desires to designate and appropriate fund balance in the General Fund (001) for private contributions received in prior years, \$1,672 in FY2019 and \$4,118 in FY2020 to be used for operating expenses as deemed necessary for the Memorial Benches and Bricks Program (Project QPC046);

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The funds for the City capital items are hereby appropriated as set forth in Composite Exhibit A, attached hereto, which reflects revenues and corresponding expenditures for the designated projects.

Section 2. The Budget item adopted in the preceding section shall govern the expenditures relating to such operations for the City during the current fiscal year effective October 1, 2020 through September 30, 2021.

Section 3. Supplemental appropriations, reductions of appropriations, emergency appropriations, and interdepartmental transfers of appropriations may be effected by the City Council and the City Manager as deemed necessary in strict

compliance with the procedures specified in Chapter 2, Article VI, Division 3, Code of Ordinances, City of Port Orange, Florida.

Section 4. This resolution shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC City Clerk

Adopted on the _____ day of

Reviewed and Approved: _____
Matthew J. Jones, City Attorney

COMPOSITE EXHIBIT A**Resolution No. 21-14**

FY2021 **General Fund (001)**
PREPARED: **February 16, 2021**
FINANCE: **Finance Staff**

	BUDGET
	INCREASE (DECREASE)
<u>REVENUES:</u>	
Appropriated Fund Balance	5,791
FY2019 - \$1,672	
FY2020 - \$4,119	
TOTAL REVENUES:	5,791

EXPENDITURES:

EXPENDITURES	5,791
TOTAL EXPENDITURES:	5,791

***To budget for Appropriated Fund Balance (Private Contributions received in FY2019 and FY2020 for Veterans Benches and Brick Program - (Project QPC046)**



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 3/16/2021

Consent item: Yes

SUBJECT: (C14) Approval of CDBG Program Year 2019 Consolidated Annual Performance and Evaluation Report (CAPER)

DEPARTMENT: Finance

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve the Consolidated Annual Performance and Evaluation Report for Plan Year 2019, subject to the inclusion of any public comments received during the comment period.

SUMMARY: Staff is presenting the required Consolidated Annual Performance and Evaluation Report (CAPER). The Plan Year 2019 CAPER provides the public with full disclosure of the City's CDBG program. Plan Year 2019 ended September 30, 2020 and the CAPER includes the status of projects funded with CDBG monies and the amount of funds expended.

In compliance with the City's CDBG Citizen Participation Policy staff provided Public Notice in the Daytona Beach-News Journal and on the City's HUD CDBG website. Staff also held a Public Hearing at 5:30 pm in Council Chambers on Monday, March 15, 2021 to seek public comment regarding amending the Plan Year 2019 CAPER. All public comments received will be included with the final 2019 CAPER submitted to HUD.

Project No.: Funding Account No.:

Presenter: Amanda Lasecki

ATTACHMENTS:

1.	Draft Port Orange 2019 CAPER	Draft Port Orange 2019 CAPER.docx
----	------------------------------	-----------------------------------

Amanda Lasecki	Created/Initiated - 2/23/2021
Amanda Lasecki	Approved - 2/24/2021
Alison Sylvester	Approved - 3/1/2021
Scott Neils	Approved - 3/1/2021
Lupe Reyna-Coffin	Approved - 3/4/2021
Linda Truitt	Approved - 3/5/2021
Matthew Jones	Approved - 3/5/2021
Jamie Miller	Approved - 3/5/2021

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

Year four of the Consolidated Plan saw progress improving infrastructure in the approved CDBG census tracts. The number one identified goal in the 2016-2020 Consolidated Plan was to make infrastructure improvements. The infrastructure activities in this plan year were the Virginia Avenue and Monroe Street Drainage Improvements, Canal View and Spruce Creek Curb and Guardrail Replacement and Howes Street Stormwater Improvements Project. Significant progress was made in LMI neighborhoods towards the Virginia Avenue and Monroe Street Drainage Improvements to help alleviate flooding and Canal View and Spruce Curb and Guardrail Replacement. Funds not utilized in this plan year will be utilized in Plan Year 2020. Increasing the quality of infrastructure in these areas increases the values of homes as well as allows for economic development by encouraging businesses to locate in these areas.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Improve and expand economic development activities	Non-Housing Community Development	CDBG: \$	Businesses assisted	Businesses Assisted	2	0	0.00%			

Improve Public Infrastructure	Non-Housing Community Development	CDBG: \$288,118	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	6000	9435	157.25%	1200	1395	116.25%
Planning and Administration	Administration	CDBG: \$15,198	Other	Other	1	1	100.00%			
Provide housing and services for homeless persons	Homeless	CDBG: \$	Overnight/Emergency Shelter/Transitional Housing Beds added	Beds	90	0	0.00%			

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction’s use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

Table 1 emphasizes the continued prioritization of utilizing CDBG funds to improve public infrastructure. This focus aligns with the number one priority identified in the five-year Consolidated Plan, public infrastructure improvements. Progress made on the Virginia Avenue and Monroe Street Drainage Improvements activity met this priority by alleviating flooding in an LMI neighborhood. Funds not utilized in this plan year will be utilized in Plan Year 2020. For this plan year the expected impact of infrastructure projects was to assist 1,200 residents. The actual number of residents served in Plan Year 2019 was 1,395 residents which exceeded the objective.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG
White	0
Black or African American	0
Asian	0
American Indian or American Native	0
Native Hawaiian or Other Pacific Islander	0
Total	0
Hispanic	0
Not Hispanic	0

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

The Community Development Block Grant Program asks that direct benefit activities report on racial and ethnic composition of beneficiaries. During the 2019 Plan Year the City proposed only to benefit low to moderate income areas for CDBG funded projects and did not provide any direct benefit activities or programs.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	347,231	303,316

Table 3 - Resources Made Available

Narrative

The City expended \$202,773 in CDBG funds during the 2019 Plan Year on the Virginia Avenue and Monroe Street Drainage Improvement Project and \$85,345 on the Canal View and Spruce Creek Curb and Guardrail Replacement. The use of this funding on public infrastructure projects provided a 100 percent benefit of CDBG funds on persons of low to moderate income. This exceeds the CDBG requirement of serving 70 percent of residents that are low to moderate income. The City expended \$15,198 on Planning and Administration. As indicated in the 2019 Action Plan the City did not anticipate nor receive program income during the year.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
Citywide		0	Citywide
LMI Area	100	100	Other

Table 4 – Identify the geographic distribution and location of investments

Narrative

The infrastructure projects that utilized CDBG funding in Plan Year 2019 were located in LMI Census Tracts/Block Groups that were identified in the Consolidated Plan: Virginia Avenue and Monroe Street Drainage improvements- Census Tract: 825.11 Block Group 1 and Canal View and Spruce Creek Curb & Guardrail Replacement- Census Tract: 825.03 Block Group 2.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The infrastructure needs of the City far outweigh the CDBG allocation and projects where CDBG funding is invested. Projects are often partially funded from other sources to make the project financially feasible. The source of these additional funds will depend on the nature of the project and in some cases the location.

The City received several external funding sources to assist with the Virginia Avenue and Monroe Street Drainage Improvement Project. The Florida Department of Environmental Protection awarded \$1,500,000 to the project. The City also received a \$644,250 grant for this project from the Federal Emergency Management Agency's Hazard Mitigation Program. The City also committed funds totaling \$670,348 for the project. The Canal View and Spruce Creek Curb and Guardrail Project received \$44,488.80 in private funds from Florida Power and Light Company for Phase I. Entering into a cost participation agreement assisted in ensuring the success of the project.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	0	0
Number of Special-Needs households to be provided affordable housing units	0	0
Total	0	0

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	0	0

	One-Year Goal	Actual
Number of households supported through Acquisition of Existing Units	0	0
Total	0	0

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The City of Port Orange has no plans for funding any affordable housing activities using CDBG funds. Due to the limited CDBG resources, the funds will be used for public infrastructure projects that will have a greater impact on LMI residents of the City. Affordable housing goals will continue to be addressed by the Volusia County Community Assistance Division through their allocation of SHIP funds and any other funding sources that become available that can be used countywide including municipalities within the County.

Discuss how these outcomes will impact future annual action plans.

See comment above.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	0	0
Low-income	0	0
Moderate-income	0	0
Total	0	0

Table 7 – Number of Households Served

Narrative Information

The City does not utilize CDBG funds for Affordable Housing. Volusia County continues to annually monitor households that receive no-interest loans for housing down payment assistance or housing rehabilitation under the State Housing Initiatives Partnership (SHIP) program. All reporting is handled by Volusia County Community Assistance Division.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

No actions were planned for the current program year.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City's position is that it may utilize general funds to continue to address the housing and supportive needs of the homeless population in Port Orange. The City previously contributed funding to the creation of the First Step Shelter in nearby Daytona Beach, FL. This homeless shelter serves homeless residents throughout Volusia County. The County considers the creation of this shelter a long-term solution to support a regional homelessness need.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

No actions were planning for the current program year.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

No actions were planning for the current program year.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

There are currently no public housing units managed in the City of Port Orange. The public housing needs in Port Orange are served by the County of Volusia Department of Community Services (VDCS).

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

There are currently no public housing units managed by the City of Port Orange. The VDCS provides opportunities using public meetings to inform citizens of engagement opportunities and review issues presented by the County's Human Services Advisory Board.

Actions taken to provide assistance to troubled PHAs

Not applicable.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The City has established affordable housing policies found in the City of Port Orange Comprehensive Plan and associated land development regulations. Steps taken in the 2019 Plan Year from those policies to continue addressing this issue included the following:

- Staff continues to maintain a working relationship with area developers and homebuilders and review local codes and ordinances about restrictive requirements that add to the cost of housing.
- Mobile home development is still allowed in the Land Development Code and Official Zoning Map.
- Staff continues to maintain a variety of residential densities on the Future Land Use Map to ensure a sufficient number of affordable housing sites and allow modular housing that meets applicable building code regulations in residentially zoned areas.
- The City will continue to work with private and non-profit groups for the development of adult care and handicapped housing facilities.
- The City will utilize public works and public utility projects as opportunities to improve the condition and appearance of older, declining neighborhoods through sensitive and appropriate design and retrofit.
- The City shall adhere to state and federal accessibility standards for barrier-free multi-family living environments needed by physically handicapped persons. This is completed during site plan and building permit review.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The City continues to work with current partnerships (social services, health services, elderly/disabled services) and pursue new partnerships to meet needs of the underserved (low income & minorities). As previously mentioned the City provided funding to assist in the building of a regional, long-term solution for the homeless.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

Lead-based paint hazards are addressed by Volusia County where regulations require. The Florida Department of Health also reduces lead-based paint hazards through its Lead Poisoning Prevention program.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

According to the 2012 American Community Survey, the poverty-rate in Port Orange is 10.5% as compared to a 16% poverty-rate in Volusia County. The City's anti-poverty strategy is that the best approach to reducing poverty is to attract and encourage commercial investment in affected neighborhoods. CDBG funds provide an important resource magnet by strengthening low/moderate income areas. This promotes improved resident involvement that can deter crime and become more attractive to commercial activity.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The Grants Manager, located within the Finance Department, currently coordinates with City departments and Volusia County to meet the goals and objectives of the Consolidated Plan. During Plan Year 2019 the City continues to work with other municipalities and the County on the creation of a regional homeless shelter, transitional housing, and programs aimed at reducing the impact of homelessness.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

As mentioned previously, affordable housing programs are handled by Volusia County. The City provided funding to assist with the creation of a regional homeless shelter to help pay for Port Orange homeless residents. The City was not able to utilize CDBG funds for that project as the current records kept by the non-profit are not sufficient enough for Port Orange to submit to HUD CDBG funds for those services.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The City's most recently concluded Analysis of Impediments (AI) included seven (7) recommended actions. The City will continue to pursue these actions via partnerships with Volusia County and other entitlements to offset costs and maximize resources.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

Port Orange continually monitored the grant program during Plan Year 2019 in accordance with the local program policies and procedures and federal regulations. The City has a full time Grants Manager, located within the Finance Department. This Grants Manager handles the monitoring and administration of the CDBG program. The City's Finance Department also has a Grants Accountant to coordinate and assist with all financial reporting. The City's external auditors also reviewed all grant expenditures for compliance with federal regulations. The Purchasing Department monitors and tracks minority business suppliers.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

The City adopted a Citizen Participation Plan and Anti-Displacement Plan that meets HUD requirements. The City maintains a CDBG page on its website. This page allows interested parties to review current CDBG documents. All public hearing announcements and opportunities for public input are advertised on the CDBG page of the City's website.

The City provides a minimum fifteen (15) day comment period on the CAPER. A Public Notice for the Public Hearing was advertised in the local newspaper (Daytona-Beach News Journal) before the meeting occurred. The Public Notice for the Public Hearing was published in the Daytona Beach-News Journal. The Public Notice was also provided on the CDBG website and included contact information for public comments on the draft CAPER. The Public Hearing was held on ----- in City Hall Council Chambers. The public was also allowed participation at the publicly advertised City Council Meeting held on Tuesday, March 16, 2021 at 6:30pm in City Hall Council Chambers. The City had no public response to the CAPER via email, phone, or the Public Hearings.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

Not applicable

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

Attachments:

Legal Notice of Public Hearing

Website Notice of Public Hearing

Agenda of March 16, 2021 City Council Meeting

CDBG PY2019 Financial Summary PR26

CDBG PY2019 Activity Summary Report



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 3/16/2021

Consent item: Yes

SUBJECT: (C15) Approval of Subordination Agreement for SHIP Down Payment Assistance Second Mortgage (Said & Boghdadi)

DEPARTMENT: City Attorney

GOAL:

RECOMMENDED MOTION: Move to approve the attached Subordination Agreement and authorize the Mayor and City Clerk to execute a Subordination Agreement regarding the SHIP down payment assistance second mortgage for the property located at 827 Little Town Rd.

SUMMARY: The purpose of the subordination request is to allow the Owners (Tharwat M. Said and Eman E. Boghdadi) to refinance their first mortgage and reduce the monthly principal and interest payments for the home located at 827 Little Town Rd., Port Orange, FL 32127.

On July 21, 2008, the Owners executed a first mortgage in the amount of \$88,000 with Bank of America and the City of Port Orange issued a second mortgage and note in the amount of \$60,000 to assist in the purchase of a home located at 827 Little Town Rd. The City of Port Orange's down payment assistance is a deferred loan and encumbers the homeowner's property as a second mortgage.

Owners requested that the City subordinate its second mortgage in favor of a new first mortgage provided by Trustco Bank. This proposed new mortgage lowers the current interest rate on the first mortgage from 6.875% to 2.625%. This decrease in interest rate provides monthly savings for the mortgage payment (from \$ 578.10/month for principal and interest to \$521.62/month for principal and interest). Additionally, the Owners currently have 17 years left under the terms of their first mortgage (maturity date of August 1, 2038). The new proposed mortgage would reduce the term to 10 years (approximate maturity date, depending on final closing date, of April 1, 2031).

The refinancing has been structured to include some of the closing costs, however there will be no cash out to the Owners as a result of this transaction.

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

1.	Subordination Agreement	Subordination Agreement rev.pdf
----	-------------------------	---------------------------------

Robin Fenwick	Created/Initiated - 2/24/2021
Shannon Balmer	Approved - 3/5/2021
Jamie Miller	Approved - 3/5/2021
Robin Fenwick	Final Approval - 3/5/2021

This Document Prepared by:

Shannon K. Balmer, Assistant City Attorney
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

SUBORDINATION OF MORTGAGE AGREEMENT

This subordination agreement is made this ____ day of March, 2021, between **Trustco Bank**, a Federal Savings Bank, its successors and/or assigns, 1030 North Ronald Regan Blvd., Longwood, FL 32750 ("Lender"), and the **City of Port Orange**, a chartered municipal corporation located at 1000 City Center Circle, Port Orange, Florida 32129 ("Mortgagee").

Mortgagee is present legal holder and owner of that certain second mortgage, dated July 21, 2008, in the amount of SIXTY THOUSAND and 00/100 dollars (\$60,000.00), executed by Tharwat M. Said and Eman E. Boghdadi ("Owner"), in favor of the Mortgagee, recorded on July 28, 2008, in Official Record Book 6259, Page 2444 of the Public Records of Volusia County, Florida, concerning the real property located in the County of Volusia, State of Florida described below:

Legal Description

Lot 33 of LITTLE TOWN VILLAGE, PHASE I, PARTIAL REPLAT, according to the plat thereof as recorded in Map Book 44, Page 190, of the Public Records of Volusia County, Florida.

Parcel ID: 6309-32-00-0330

Street Address: 827 Little Town Rd., Port Orange, FL 32127

Owner desires to refinance that certain mortgage and note held by Bank of America, N.A., dated July 21, 2008, executed by Owner, in favor of Bank of America, N.A., recorded on July 28, 2008, in Official Record Book 6259, Page 2427 of the Public Records of Volusia County, Florida securing payment in the amount of EIGHTY-EIGHT THOUSAND and 00/100 dollars (\$88,000.00), by a new mortgage and note in favor of Lender dated March 29, 2021 in the principal amount of FIFTY-FIVE THOUSAND and

00/100 dollars (\$55,000.00) with interest from the date thereof on unpaid principal at the rate of 2.625% per annum, payable in monthly installments and continuing for a period of ten years.

Mortgagee recognizes that Lender will not close on its mortgage loan and disburse the proceeds thereof unless the existing second mortgage is subordinated in priority to the Lender mortgage.

This Subordination Agreement shall inure to the benefit of Lender, its successors and assigns, and shall be binding upon the undersigned and the undersigned's successors and assigns.

Lender, in consideration of Mortgagee's subordination of its interest, makes the following representations:

- a. The interest rate of the loan is lower than the interest rate on the current loan on the subject property;
- b. An overall savings to the Owner results, taking closing costs and principal and interest payments into consideration;
- c. The Owner has the funds to pay for closing costs not included in the refinancing or not permitted to be included in the refinance by the Mortgagee;
- d. No cash out or check payable to the Owner was paid at closing;
- e. The Owner refinanced only the payoff of the existing mortgage and applicable closing costs.

Mortgagee hereby consents that the lien of the second mortgage first above described be taken as second and inferior to the mortgage last above described, under the aforesaid representations and in reliance thereon.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Witness Signature

TRUSTCO BANK,
a Federal Savings Bank

By: _____

Printed Name

Its: _____
Print Name and Title

Printed Name

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn to and acknowledged before me by means of _____ physical presence or _____ online notarization, this _____ day of _____, 2021, by _____, the _____ of Trustco Bank, a Federal Savings Bank, on behalf of said company. He/she is personally known to me or has produced _____ (type of identification) 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 via personal appearance 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, and who is personally known to me.

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 via personal appearance 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, and who is personally known to me.

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



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 3/16/2021

Consent item: No

SUBJECT: (D17) Fire Pension Board (Fifth Member)

DEPARTMENT: City Clerk

GOAL:

RECOMMENDED MOTION: Move to confirm the appointment of Chris Taylor as the fifth member of the Fire Pension Board as appointed by the members on February 16, 2021.

SUMMARY: The Fire Pension Board appointed Chris Taylor as fifth member at the 2/16/21 meeting for an additional term expiring 12/31/24. Council is asked to confirm the appointment as a ministerial duty.

Project No.: Funding Account No.:

Presenter: Robin Fenwick

ATTACHMENTS:

Robin Fenwick
Jamie Miller
Robin Fenwick

Created/Initiated - 2/18/2021
Approved - 2/18/2021
Final Approval - 3/5/2021



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 3/16/2021

Consent item: No

SUBJECT: (D18) Town Center CRA Board Appointment

DEPARTMENT: City Clerk

GOAL:

RECOMMENDED MOTION: Move to nominate Michael Benedict to the Town Center CRA Board.

SUMMARY: Michael Benedict has submitted his application to serve on the Town Center CRA Board to fill the vacant term. The appointment is a 4-year term that will expire in March 2025. Mr. Benedict's application is attached for your consideration.

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

1.	Benedict, Michael	Benedict, Michael.pdf
----	-------------------	-----------------------

Robin Fenwick
Jamie Miller
Robin Fenwick

Created/Initiated - 3/5/2021
Approved - 3/5/2021
Final Approval - 3/5/2021

From: noreply@civicplus.com
To: [CityClerk](#)
Subject: [EXT] Online Form Submittal: Advisory Boards and Commissions Volunteer Application
Date: Monday, February 22, 2021 10:16:20 AM

Advisory Boards and Commissions Volunteer Application

Step 1

Thank you for your interest in serving the City of Port Orange. Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration for your appointment.

Please choose the Board(s) / Commission(s) for which you wish to apply. If applying for more than one Board / Commission, indicate the order of preference in the space below the list.

Check the boards you wish to apply for	Town Center Community Redevelopment Agency
--	--

Pension Boards*	Field not completed.
-----------------	----------------------

Order of Preference	Field not completed.
---------------------	----------------------

All of the above boards / commissions are subject to the "Sunshine Law"

** Members of these boards / commissions are required to file financial disclosures within 30 days of date of appointment.*

Personal Information

First Name	Michael
------------	---------

Last Name	Benedict
-----------	----------

Date of Birth	2/7/1976
---------------	----------

Telephone	386-547-6530
-----------	--------------

Email Address	michael@benedictad.com
---------------	------------------------

Business Telephone	386-255-1222
--------------------	--------------

Are you a registered voter in Port Orange?	No
--	----

Address	316 Ocean Dunes Road, Daytona Beach, FL 32118
---------	---

City Council District	na
How long have you been a resident of Port Orange?	na
Are you currently serving on a City Board?	No
If yes, when and which board?	<i>Field not completed.</i>
References	
Please list three references (business and / or personal)	
Reference 1	Robert Zitzka, 4620 City Center Drive, PO, FL 32127 407-448-8734
Reference 2	Jose Cifuentes, 65 Dunlawton Ave, Port Orange, FL 32127 907-887-4711
Reference 3	Jack White, 208 Wall Street, Daytona Beach, FL 32114 386-627-7777
Education	
High School	Seabreeze High School
Date Graduated High School	5/25/1994
College	University of Florida
Date Graduated College	12/15/1999
Degree	Bachelor of Science in Advertising, Outside Concentration in Travel & Tourism
Additional Information	
Work Experience	CEO of Benedict Advertising since 1999 Managing Partner, EMBE Holdings, 2020 Partner, Jimmy Hulas Franchises 2016
Interests / Activities	Outdoor activities, boating, being with family, traveling
Community Involvement	Co-founder of Daytona Beach Young Professional Group Former president of American Advertising Federation

Why do you desire to serve on these boards? I own businesses in the area and want to have a voice for the area

Resume / Additional Information *Field not completed.*

I understand the responsibilities associated with being a board member, and I have adequate time to serve if appointed.

Type your name to sign Michael J Benedict

Date 2/22/2021

Note: If you have questions concerning the duties and responsibilities of any of the above Boards / Commissions, please contact the City Clerk's Office at 386-506-5563.

Email not displaying correctly? [View it in your browser.](#)



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 3/16/2021

Consent item: No

SUBJECT: (I20) First Reading - Ordinance No. 2021-9 - Pre-Employment Screening

DEPARTMENT: Administrative Services

GOAL:

RECOMMENDED MOTION: Move to approve Ordinance No. 2021-9.

SUMMARY: In 1981, the City adopted Section 2.2 in the Code of Ordinances regarding Fingerprinting and other identification of officers and employees. This ordinance required that persons employed by or who are elected or appointed to hold office in the City shall register their fingerprints with the police department.

Since the inception of this ordinance over 30 years ago, many changes have occurred in the field of security checks. The preemployment security screenings now employed and outlined in General Administrative Policy include a number of standard screenings, and then based on the specifics for a position, additional background check parameters are utilized.

A comprehensive background screening is performed on all City employees prior to employment. The background screening includes a national criminal history check, sexual offender registry check, motor vehicle registration search, social security verification and address trace. The cost for this screening is approximately \$27.50 per individual. The policy also addresses additional mechanisms of a background check such as employment history, references, educational verification, etc.

Beyond what is required by the City, several regulatory agencies, such as the Department of Children and Family Services, have mandates based on position, such as fingerprinting for certain classes of employees per Florida Statute. The City has made the necessary changes in order to be in compliance with the law and perform a Level II background fingerprint screening which is through Florida Department of Law Enforcement and Federal Bureau of Investigation databases for all summer camp counselor positions or other similarly required positions. In this same group are sworn law enforcement officers who are mandated by FDLE to have the same Level II state and national fingerprint verification.

Furthermore, in 2011 Florida Governor Rick Scott mandated all State agencies to implement the U.S. Citizenship and Immigration Services' E-Verify system to check the legal work authorization of employees. The City of Port Orange has followed suit and does the same for all new hires. E-Verify is an internet-based system that compares information from an employee's Form I-9, Employment Eligibility Verification, to data from U.S. Department of Homeland Security and Social Security Administration records

to confirm employment eligibility.

Staff is recommending an amendment to this section of the ordinance to be more reflective of current practice.

Project No.: Funding Account No.:

Presenter: Jamie Miller

ATTACHMENTS:

1.	Ord. No. 2021-9 - Background Screening	Ord. No. 2021-9 - Background Screening.pdf
2.	POLICY 1-55 PRE-EMPLOYMENT SECURITY SCREENINGS	POLICY 1-55 PRE-EMPLOYMENT SECURITY SCREENINGS.pdf

Jamie Miller	Created/Initiated - 11/11/2019
Jamie Miller	Approved - 3/1/2021
Matthew Jones	Approved - 3/8/2021
Jamie Miller	Approved - 3/8/2021
Robin Fenwick	Final Approval - 3/8/2021

ORDINANCE NO. 2021-9

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 2, ARTICLE I, SECTION 2-2 OF THE CODE OF ORDINANCES RELATING TO FINGERPRINTING OF EMPLOYEES; PROVIDING FOR A CLARIFICATION OF PRE-EMPLOYMENT SCREENING; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port Orange recognizes the importance of thorough background screening of candidates for employment with the City; especially for those positions determined to be critical to security and public safety; and

WHEREAS, the City of Port Orange utilizes numerous resources to complete thorough pre-employment background screening; and

WHEREAS, the current ordinance requiring fingerprinting of all employees has become outdated and is in need of revision.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA AS FOLLOWS:

Section 1. The City Council of the City of Port Orange hereby amends the Code of Ordinances, Chapter 2, Administration, Article I, In General, Section 2-2, amending as follows:

~~Sec. 2-2. —Fingerprinting, other identification of officers and employees.~~

~~(a) All persons employed by the city or who hold any official position with the city shall, within 30 days after such employment or appointment or election to any office in the city, register their fingerprints with the police department and furnish such additional means of identification to the police department as may be required from time to time.~~

~~(b) Any employee of the city who fails or refuses to register his fingerprints within the time specified in subsection (a) of this section shall be subject to dismissal or removal from employment, in the discretion of the city manager, and the manager shall have the right to withhold any compensation due such employee until his fingerprints have been registered as set forth in subsection (a) of this section, or such other means of identification furnished as may be required.~~

Sec 2.2 – Pre-Employment Screening

(a) Purpose and intent.

- (1) The purpose of this section is to implement the provisions of § 166.0442, Florida Statutes, and to otherwise provide for appropriate pre-employment screening by the city.
- (2) It is not the intent of this section to constrain the reasonable administrative requirements relating to the pre-screening of candidates for employment with the city or to otherwise limit the actions of the city relating to the maintenance of the security of its structures and facilities or with regard to ensuring the public, insofar as practicable, that the employees of the city are performing their jobs in accordance with the public interest and with regard to protecting the public health, safety, morals and welfare.

(b) Screening of employees, appointees and contractors, etc.

- (1) All persons employed by the city shall undergo a pre-employment screening in accordance with policy and as required law. Certain positions within the organization may require additional screening including but not limited to an in-depth criminal background screening. Each person applying for, or continuing employment in, any position that is found by the city manager to be critical to security or public safety shall be fingerprinted.
- (2) The fingerprints obtained pursuant to subsection (b)(1) shall be submitted to the Florida Department of Law Enforcement for a state criminal history record check and to the Federal Bureau of Investigation for a national criminal history record check.
- (3) The information obtained from the criminal history record checks conducted pursuant to this section may be used by the city to determine an applicant's eligibility for employment or appointment, to determine an employee's eligibility for continued employment, or to determine a person's access to a public facility under the control of the city.
- (4) Any other background screening, including, but not limited to, criminal history background checks, which the city may lawfully undertake are not prohibited by this supplemental grant and implementation of authority.

Section 3. Specific authority is hereby granted to codify and incorporate this Ordinance in the existing Code of Ordinances of the City of Port Orange.

Section 4. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 5. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provision or applications of this ordinance which can be given effect without the invalid provision or application, and to this and the provisions of this Ordinance are declared severable.

Section 6. This Ordinance amendment shall take effect 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: _____
Matthew Jones, City Attorney

**GENERAL ADMINISTRATION POLICY
PORT ORANGE, FLORIDA**



TITLE:	Pre-Employment Security Screenings
NUMBER:	01-55
EFFECTIVE:	February 2021
SUPERSEDES:	December 2019

STATEMENT OF POLICY

The City of Port Orange is committed to providing a safe and secure environment for the employees, residents, and visitors of the City, and to protecting its funds, property, and other assets. Well-informed hiring decisions contribute to this effort. Pre-employment security checks are conducted to ensure that individuals joining the City's workforce are well qualified, have a strong potential to be productive and successful, and have honestly presented their backgrounds and qualifications as outlined in their application materials.

Best practices standards will be utilized and will include:

- Identifying relevance for screening for criminal convictions
- Review only convictions where permitted
- Utilizing a reasonable "look back" period
- Use of an experienced Consumer Reporting Agency
- Full name and other identifiers utilized in reporting convictions

All charges related to a single incident shall be considered as a single entry.

APPLICABILITY

It is the policy of the City that as a condition of employment, all prospective and returning employees (full and part time), volunteers, and interns shall successfully complete pre-employment security checks. The City reserves the right to conduct security checks on current employees. A comprehensive pre-employment security checks is conducted on selected candidates as appropriate for the position. New hires shall not start work before all pre-employment security checks have been successfully completed.

Pre-employment security checks shall be conducted in compliance with all applicable Federal and State laws, including §112.011, Ch. 435, §166.0442, and §440.102 of the Florida Statutes and the Fair Credit Reporting Act (FCRA). The information received will be treated as confidential, to the extent provided for by law. Failure of any portion of the

pre-employment security checks will result in an immediate rescission of the employment offer for no less than one calendar year. Refusal to submit to pre-employment security checks is considered a presumptive failure and shall result in a rescinding of employment offer for no less than one calendar year.

Having a criminal history, criminal conviction, or a motor vehicle violation does not necessarily preclude the applicant from all employment at the City. The nature of the offense, the circumstances surrounding it, and its relevance to a particular position are evaluated on a case-by-case basis by Human Resources. An evaluation may include the Administrative Services Director, Department Head, Risk Manager, City Manager, and Legal Counsel, if necessary. Records that have been expunged by a court of competent jurisdiction do not appear on an individual's criminal record and will not be included in information in the criminal records check.

Pre-employment security checks for Police Department new hires and volunteers shall be administered by the Police Department. Pre-employment security checks for the Parks and Recreation Department volunteers shall be administered by the Parks and Recreation Department. No other departments are authorized to complete pre-employment checks except to the extent provided herein.

POLICY PROCEDURE

The City of Port Orange incorporates the following steps into their hiring process:

- **Level of Screening** – The Human Resources Division shall designate the level of pre-employment security checks required for each position prior to announcing a vacancy and posting a job opening. Those employees in positions required by law to undergo Level 1 or Level 2 employment screening in accordance with Chapter 435 of the Florida Statutes shall be screened in accordance with the applicable standards of law.
- **Offering a Position** – Once a candidate has been identified for hire, a conditional offer is made contingent upon successful completion of applicable pre-employment security checks. A conditional offer of employment may be rescinded based upon information obtained as a result of the pre-employment security check. If an offer of employment is withdrawn based upon the results of a pre-employment security check, the City will notify the candidate in compliance with the FCRA.
- **Consent Form** – Prior to conducting the pre-employment security checks, the candidate must sign or complete electronically all required consent forms. An individual who declines to sign the consent forms shall no longer be considered as a candidate for the vacancy.

- **Pre-employment Security Check** – Pre-employment security checks are completed by a third-party vendor and at a minimum shall include, but are not limited to, the following:
 - Local and National Criminal Records
 - Sex Offender Registry Check
 - Address Check
 - Social Security Number Verification

Based on the position, additional checks may also be conducted which include the following:

- Motor Vehicle Check
- Drug Testing
- Department of Transportation (DOT) Employment Verification
- Credit Checks
- Psychiatric Evaluation
- Fingerprints

It is the responsibility of the hiring manager to verify the accuracy of information provided by candidates. Departments will be responsible for completing the following:

- Reference Check
- Employment History
- Educational Verification
- License and/or Certification Verification

Documents obtained during the department's collection and review of these items shall be forwarded to Human Resources.

- **Review** –A designated Human Resources representative shall review all results in order to clear a candidate for employment. If the candidate is not cleared for hire, the Administrative Services Director (or designee) shall consult with the hiring Department Head to determine a course of action. If it is deemed appropriate to rescind the conditional offer of employment, Human Resources shall provide notice to the candidate and complete all necessary FCRA requirements.

The City of Port Orange is an EEOC compliant employer and remains committed to non-discriminatory hiring practices. To determine whether past convictions may preclude employment at the City, the Administrative Services Director shall determine whether the criminal record of the prospective employee, if any, has a substantial relationship to the position for which he or she is applying. To determine if there is a relationship, the

Administrative Services Director shall review the circumstances surrounding a conviction and compare them to the position requirements.

In assessing the results of pre-employment security checks, the Administrative Services Department shall review each candidate on a case-by-case basis in order to determine whether there is a substantial relationship between a conviction and the position applied for and whether the applicant should be further considered for the position.

The duties, responsibilities and circumstances of the position applied for are an important factor during a pre-employment security check. Factors to be considered include, but are not limited to:

- The nature and scope of the position
- Access to residential facilities
- Access to keys or other methods of entry to secure facilities
- Access to cash or items of high value
- Access to vulnerable populations including minor children and the elderly
- The nature and scope of the position's autonomy and discretionary authority
- The amount and type of supervision received in the position or provided to subordinate staff
- The sensitive nature of the data or records maintained or to which the position has access
- The opportunity presented for the commission of additional offenses, such as theft of equipment
- Operation of City vehicle or other equipment
- Licensing requirements that could be compromised

Following the consideration and analysis of these and other appropriate factors, and following appropriate consultation with other offices or individuals, the Administrative Services Director shall make a determination on whether to approve the appointment or to remove the candidate from consideration on the basis of the results of any items in the pre-employment security check.

ADVERSE RESULTS

Each case shall be reviewed on a case by case basis to consider factors such as the crime of other offenses and their relevance to the position sought, time since conviction, age of the candidate at time of the offense, seriousness and specific circumstances of the offense, whether there is evidence that the individual has performed the same type of work, post-conviction, with the same or different employer, without incidents of criminal

conduct, whether the applicant has pending charges, and whether there is relevant evidence of rehabilitation or lack thereof. All standards will be applied consistently, regardless of race, national origin, color, sex, religion, disability, genetic information, age, or any characteristic protected by law.

The following circumstances will generally result in an adverse determination as they are directly related to all positions within the City:

1. False statements or omissions of material facts in the job application process.
2. Any person found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to:
 - a. A felony offense within the seven (7) years prior to the date of application.
 - b. First-degree misdemeanor drug offenses within the seven (7) years prior to the date of application.
 - c. First-degree misdemeanor violent crimes within the seven (7) years prior to the date of application.
 - d. Felony or first-degree misdemeanor crime involving moral turpitude, fraud, dishonesty, embezzlement, or violence in the workplace within the seven (7) years prior to the date of application.
 - e. Felony or first-degree misdemeanor crime against law enforcement/fire rescue during the seven (7) years prior to the date of application.
3. Candidate is wanted by a state or federal authority or has outstanding warrants by a state or federal authority.
4. Job applicant is classified as a sexual offender/predator.
5. Job applicant has current arrests and/or pending charges. At such time that the current arrests and/or pending charges are cleared, the applicant may be eligible for reconsideration.
6. The City has determined or discovered any additional information, circumstances, or factors, which may negatively impact the City and/or the applicant's job performance and which the City is permitted to consider in accordance with applicable law.

The following circumstances will generally result in an adverse determination if they are directly related to the position of employment sought:

1. The following driving related offenses for those positions requiring use of city vehicles or heavy equipment:
 - a. Suspended or revoked driver's license.
 - b. Conviction of Driving While Intoxicated (DWI), refusal to submit to a breathalyzer, or reckless driving within the five (5) years prior to the date of application

- c. Driver's license suspended or revoked more than once for traffic violations during the five (5) years prior to the date of the application.
 - d. Accumulation of more than ten (10) points on a driver's license during the five (5) years prior to the date of application
 - e. Three (3) or more moving violations, or one or more serious criminal traffic violations within the last three (3) years.
 - f. At fault in a fatal accident within the past seven (7) years.
 - g. Leaving the scene of an accident within the last seven (7) years.
 - h. A driving record during the seven (7) years prior to the date of accident that demonstrates repeated offenses and flagrant disregard for traffic laws.
 - i. Using a Commercial Motor Vehicle (CMV) to commit a felony.
7. A positive drug/alcohol test result from (for applicable positions):
- a. A previous Department of Transportation (DOT) regulated employer during the five (5) years prior to the date of application.
 - b. A position classified as Safety Sensitive or a "Mandatory Testing Position" which means a job assignment that requires the employee to carry a firearm, work closely with an employee who carries a firearm, perform life-threatening procedures, work with heavy or dangerous machinery, work as a safety inspector, work with children, work with confidential information or documents pertaining to criminal investigations, work with controlled substances, or a job that requires a pre-employment security check, pursuant to F.S. Section 110.1127, as amended, or a job assignment in which a momentary lapse in attention could result in injury or death to another person.
 - c. An applicant who is selected for a position that requires a CDL but do not hold a CDL at the time of selection. The applicant will have a DOT pre-employment drug test as soon as they successfully pass the DOT driver's permit test.
 - d. A failure shall include a refusal to test, not submitting to a test within 72-hours' notice of the Human Resources Division, an adulterated test, or a non-negative test (a negative-dilute test shall require an immediate retest. A second dilute shall fail the applicant for a minimum of six months).
8. Concerns relating to the results of a consumer credit check for applicable positions. The report shall be reviewed for any concerns related to the total value of accounts in debt collection, current outstanding judgements, and high debt to income ratio.

Job Specific Disqualifications for Positions Critical to Security or Public Safety:

1. All employees who have the potential for close contact with any vulnerable person (as defined in Section 435.02(6) of the Florida Statutes) during their job assignment shall be disqualified from employment if they have pled guilty or nolo contender or been adjudicated guilty of any of the crimes listed in Section 435.04, also listed on Exhibit "A" attached.

2. Any employee who may, as part of their job duties, be required to go into a private home or business shall be disqualified from employment if they have pled guilty or nolo contender or been adjudicated guilty of any of the crimes listed in Section 435.04, also listed on Exhibit "A" attached.
3. All employees who are responsible for the protection and security of City property or people who provide crowd management services shall be disqualified from employment if they have been convicted of the following types of crimes: violent crimes, sale, trafficking in, or conspiracy to sell or traffic in a controlled substance under Chapter 893, possession of a controlled substances, theft, robbery, fraud, embezzlement.
4. Positions that handle or collect City funds/money shall be disqualified from employment if they have been convicted of the following types of crimes: sale, trafficking in, or conspiracy to sell or traffic in a controlled substance under Chapter 893, possession of a controlled substance, theft, robbery, fraud, embezzlement, any other felony or misdemeanor evidencing dishonesty.

CANDIDATE NOTIFICATION PROCEDURE

If during the pre-employment security checks, information is identified that may result in disqualification of the candidate, the Administrative Services Department will send the candidate a pre-adverse action letter via certified mail indicating the preliminary findings and give the individual an opportunity to respond before a final decision is made. The candidate will be provided with a copy of the report from the third-party reporting agency.

The candidate will have five (5) business days from the mailing of the pre-adverse action letter to respond and refute disputed information from the third-party reporting agency.

The candidate's response will be reviewed by the Administrative Services Director, appointing authority or legal counsel.

RECORDKEEPING

Records gathered or created for an outside applicant as a result of the pre-employment security check process will be kept by Administrative Services in a confidential file. These documents will be maintained separately from an employee's general personnel file. These records should include:

- Disclosure and Consent Forms
- Information collected from the criminal record check
- Information collected from the driver's record check
- Information collected from the credit record check, if applicable
- Information collected from the pre-employment drug screen

- Correspondence related to all the above

If a candidate is denied employment based on the results of the City's comprehensive pre-employment security checks, the records will be securely maintained in accordance with the Florida Public Records Act. In the case of a hired candidate, the records will be maintained in accordance with the applicable retention schedule for employee personnel files.



Jamie Miller
Interim City Manager

Date 2/22/2021

EXHIBIT A – Chapter 435.04

- (a) Section [393.135](#), relating to sexual misconduct with certain developmentally disabled clients and reporting of such sexual misconduct.
- (b) Section [394.4593](#), relating to sexual misconduct with certain mental health patients and reporting of such sexual misconduct.
- (c) Section [415.111](#), relating to adult abuse, neglect, or exploitation of aged persons or disabled adults.
- (d) Section [777.04](#), relating to attempts, solicitation, and conspiracy to commit an offense listed in this subsection.
- (e) Section [782.04](#), relating to murder.
- (f) Section [782.07](#), relating to manslaughter, aggravated manslaughter of an elderly person or disabled adult, or aggravated manslaughter of a child.
- (g) Section [782.071](#), relating to vehicular homicide.
- (h) Section [782.09](#), relating to killing of an unborn child by injury to the mother.
- (i) Chapter 784, relating to assault, battery, and culpable negligence, if the offense was a felony.
- (j) Section [784.011](#), relating to assault, if the victim of the offense was a minor.
- (k) Section [784.03](#), relating to battery, if the victim of the offense was a minor.
- (l) Section [787.01](#), relating to kidnapping.
- (m) Section [787.02](#), relating to false imprisonment.
- (n) Section [787.025](#), relating to luring or enticing a child.
- (o) Section [787.04](#)(2), relating to taking, enticing, or removing a child beyond the state limits with criminal intent pending custody proceedings.
- (p) Section [787.04](#)(3), relating to carrying a child beyond the state lines with criminal intent to avoid producing a child at a custody hearing or delivering the child to the designated person.
- (q) Section [790.115](#)(1), relating to exhibiting firearms or weapons within 1,000 feet of a school.
- (r) Section [790.115](#)(2)(b), relating to possessing an electric weapon or device, destructive device, or other weapon on school property.
- (s) Section [794.011](#), relating to sexual battery.
- (t) Former s. [794.041](#), relating to prohibited acts of persons in familial or custodial authority.
- (u) Section [794.05](#), relating to unlawful sexual activity with certain minors.
- (v) Chapter 796, relating to prostitution.
- (w) Section [798.02](#), relating to lewd and lascivious behavior.
- (x) Chapter 800, relating to lewdness and indecent exposure.
- (y) Section [806.01](#), relating to arson.
- (z) Section [810.02](#), relating to burglary.
- (aa) Section [810.14](#), relating to voyeurism, if the offense is a felony.
- (bb) Section [810.145](#), relating to video voyeurism, if the offense is a felony.
- (cc) Chapter 812, relating to theft, robbery, and related crimes, if the offense is a felony.
- (dd) Section [817.563](#), relating to fraudulent sale of controlled substances, only if the offense was a felony.
- (ee) Section [825.102](#), relating to abuse, aggravated abuse, or neglect of an elderly person or disabled adult.
- (ff) Section [825.1025](#), relating to lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult.
- (gg) Section [825.103](#), relating to exploitation of an elderly person or disabled adult, if the offense was a felony.
- (hh) Section [826.04](#), relating to incest.
- (ii) Section [827.03](#), relating to child abuse, aggravated child abuse, or neglect of a child.
- (jj) Section [827.04](#), relating to contributing to the delinquency or dependency of a child.
- (kk) Former s. [827.05](#), relating to negligent treatment of children.
- (ll) Section [827.071](#), relating to sexual performance by a child.
- (mm) Section [843.01](#), relating to resisting arrest with violence.
- (nn) Section [843.025](#), relating to depriving a law enforcement, correctional, or correctional probation officer means of protection or communication.
- (oo) Section [843.12](#), relating to aiding in an escape.
- (pp) Section [843.13](#), relating to aiding in the escape of juvenile inmates in correctional institutions.
- (qq) Chapter 847, relating to obscene literature.
- (rr) Section [874.05](#), relating to encouraging or recruiting another to join a criminal gang.
- (ss) Chapter 893, relating to drug abuse prevention and control, only if the offense was a felony or if any other person involved in the offense was a minor.
- (tt) Section [916.1075](#), relating to sexual misconduct with certain forensic clients and reporting of such sexual misconduct.
- (uu) Section [944.35](#)(3), relating to inflicting cruel or inhuman treatment on an inmate resulting in great bodily harm.
- (vv) Section [944.40](#), relating to escape.
- (ww) Section [944.46](#), relating to harboring, concealing, or aiding an escaped prisoner.
- (xx) Section [944.47](#), relating to introduction of contraband into a correctional facility.
- (yy) Section [985.701](#), relating to sexual misconduct in juvenile justice programs.
- (zz) Section [985.711](#), relating to contraband introduced into detention facilities.