



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

MARCH 15, 2016

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. Pledge of Allegiance
2. Invocation - Pastor Scott Kirschner of Christ the King Community Church
3. Roll Call
4. Rules of Procedure

B. AGENDA APPROVAL

C. BOARD APPOINTMENTS, INTERVIEWS, REPORTS

5. Citizen Advisory Committee for TPO
6. Youth Advisory Board Appointment

D. SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

7. Fire Pension Plan Actuarial Report - Patrick Donlan
8. Police Pension Plan Actuarial Report - Chad Little
9. General Employees' Pension Plan Actuarial Report - David Leonard
10. Special Recognition: Matthew Petkus.

E. PUBLIC HEARING

11. Second Reading - Ordinance No. 2016-2 - Update Chapter 50 Code of Ordinances- Parks & Recreation
12. First Reading - Ordinance No. 2016-3 - Second Amendment to the Riverwalk Marina and Riverboat Master Development Agreement

F. TOWN CENTER CRA MEETING

G. EASTPORT CRA MEETING

H. CITIZEN PARTICIPATION (Non-Agenda – 15 minutes)

I. COUNCIL COMMENTS

13. Comments/Concerns from Council Members

J. CONSENT AGENDA

14. Approval of Minutes

a. March 1, 2016 - Regular City Council Meeting

15. Resolution No. 16-14 - FDEP Grant Acceptance for White Acres Utilities Improvements.

16. Resolution No. 16-15 - Causeway Park Dock/Fishing Pier (West) FIND Grant Application.

17. Resolution No. 16-16 - Budget Appropriation

18. License Agreement – Lot 4, Sugar Grove Subdivision; 870 Sugar Grove Court

19. Bid Awards and Contract Items

a. Extension of the Standard Contract for Services with Applied Aquatic Management, Inc.

b. Amendment 3 to Volusia County School agreement

c. Body Cameras and Electronic Control Devices (Tasers)

d. First Amendment and Renewal to the Hunting Lease for Smokey Hunt Club, Inc.

e. Amendment #1 to Interlocal Agreement for Jointly Owned Property

K. REGULAR AGENDA

20. Award bid for RFP #16-11 Insurance Brokerage Services

21. Proposed projects for the River to Sea TPO 2016 Transportation Improvement Program Priority List

22. Task Authorization No. 5 to the Master Contract for Engineering Services dated March 17, 2015 between the City of Port Orange Quentin L. Hampton, Inc.

23. Waiver of Bid Irregularity and award of Bid #16-04 Professional Landscape Maintenance Services, Scope D Class G and H only to Alland, Inc. for \$40,687.96; Award of Bid #16-04, Scope A to Tif-Jen, Inc. for \$337,846.00, Bid #16-04, Scope C to Yellowstone Landscape for \$533,076.00 and Rejection of all bids for Scope B.

24. Authorization to Apply for Riverwalk Development Applications

L. COMMENTS

25. City Attorney Comments

26. City Manager Comments

M. COUNCIL COMMITTEE REPORTS

27. City Council Committee Reports

a. Arthaus

b. Chamber of Commerce

c. Roundtable of Elected Officials

d. Library Advisory Board

N. ADJOURNMENT

ANY PERSON WHO DECIDES TO APPEAL ANY DECISION MADE BY THE CITY COUNCIL WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE HE OR SHE MAY NEED TO ENSURE AT HIS OR HER OWN EXPENSE FOR THE TAKING AND PREPARATION OF A VERBATIM RECORD OF ALL TESTIMONY AND EVIDENCE OF THE PROCEEDINGS UPON WHICH THE APPEAL IS TO BE BASED.

NOTE: IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS ANY ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT THE CITY CLERK FOR THE CITY OF PORT ORANGE, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129, TELEPHONE NUMBER 386-506-5563, WITHIN 2 WORKING DAYS OF YOUR RECEIPT OF THIS NOTICE OR 5 DAYS PRIOR TO THE MEETING DATE; IF YOU ARE HEARING OR VOICE IMPAIRED, CONTACT THE RELAY OPERATOR AT 1-800-955-8771.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 03/15/2016

Consent item: No

SUBJECT: Youth Advisory Board Appointment

DEPARTMENT: City Clerk

GOAL:

OBJECTIVE:

RECOMMENDED MOTION: Move to nominate Colin Johansson to the Youth Advisory Board.

SUMMARY: Colin Johansson has applied to serve on the Youth Advisory Board. There are several openings on the Board. Colin's is the only application received at this time.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Colin Johansson Application	Colin YAC application.pdf
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Fenwick, Robin

Created/Initiated - 03/01/2016

CITY OF PORT ORANGE ADVISORY BOARDS AND COMMISSIONS

VOLUNTEER APPLICATIONS

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, please number in the order of preference.

☐ Environmental Advisory Board	☐ Library Advisory Board
☐ Construction Regulation Board*	☐ Parks and Recreation Board
☐ Code Enforcement Board*	☐ Planning Commission*
☐ Charter Review Board	☐ City Manager Selection Committee
☐ Civil Service Board	☒ Audit & Budget Advisory Board
☐ Districting Commission	☐ Youth Advisory Board

CRA Boards

☐ Eastport Community Redevelopment Agency*
☐ Town Center Community Redevelopment Agency*

Pension Boards

☐ General Employees*
☐ Police*
☐ Fire*

ALL OF THE ABOVE ARE SUBJECT TO THE "SUNSHINE LAW"

MEMBERS OF THE BOARDS/COMMISSIONS WITH AN ASTERIK ARE REQUIRED TO FILE FINANCIAL DISCLOSURES WITHIN 30 DAYS OF DATE OF APPOINTMENT.

1. PERSONAL

Name Colin Johansson Date of Birth 8-12-01

Address 6611 Merryvale Lane Port Orange 32128

Home Telephone 386-872-3262

E-Mail Address colinjohansson7@gmail.com

~~Business~~ ^{Personal} Telephone 757-285-8112

Are you a registered voter in Port Orange? ☐ Yes ☒ No

City Council District 5

How long have you been a resident of Port Orange? 6 months

Are you currently serving on a City Board? No

Have you ever served on a City Board? No

If yes, when and which Board? _____

2. **REFERENCES** – Please list three references (business and/or personal)

Christy Grusauskas, 801 Taylor Rd., 386-322-6272
Name, address, and telephone number

Sheila Farrell, 801 Taylor Rd., 386-322-6272
Name, address, and telephone number

Tony Sorrell, 305 Dunlawton Ave., 386-767-6461
Name, address, and telephone number

3. **EDUCATION**

High School Spruce Creek High Date Graduated '19

College _____ Date Graduated _____ Degree _____

4. **WORK EXPERIENCE**

Lawn mowing and baby sitting.

5. **INTERESTS/ACTIVITIES**

Spruce Creek High JV baseball,
Port Orange Rec. baseball, First United Methodist
Church youth.

6. **COMMUNITY INVOLVEMENT**

Volunteer Assistant Coach for
Port Orange Rec. baseball, various community events
through FUMC.

7. **WHY DO YOU DESIRE TO SERVE ON THIS/THESE BOARDS?**

I would like to be a voice for the youth of
Port Orange and help improve our community.

8. **A resume or separate sheet with additional information should be included.**

I understand the responsibilities associated with being a board member, and I have adequate time to serve if appointed.

Colin Johansson
Signature

2-29-16
Date

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 506-5563.

Return this form to: **Robin Fenwick, CMC, City Clerk,**
1000 City Center Circle
Port Orange, Florida 32129

CITY OF PORT ORANGE
FIRE AND RESCUE PENSION FUND

ACTUARIAL VALUATION REPORT
AS OF OCTOBER 1, 2015

CONTRIBUTIONS APPLICABLE TO THE PLAN/
FISCAL YEAR ENDED SEPTEMBER 30, 2017



February 16, 2016

Ms. Sheila Hutcheson
Plan Administrator
City of Port Orange
Fire and Rescue Pension Fund
3860 Grantline Road
Mims, FL 32754

Re: Fire and Rescue Pension Fund

Dear Sheila:

We are pleased to present to the Board this report of the annual actuarial valuation of the City of Port Orange Fire and Rescue Pension Fund. The valuation was performed to determine whether the assets and contributions are sufficient to provide the prescribed benefits and to develop the appropriate funding requirements for the applicable plan year. Please note that this valuation may not be applicable for any other purposes.

The valuation has been conducted in accordance with generally accepted actuarial principles and practices, including the applicable Actuarial Standards of Practice as issued by the Actuarial Standards Board, and reflects laws and regulations issued to date pursuant to the provisions of Chapters 112 and 175, Florida Statutes, as well as applicable federal laws and regulations. In our opinion, the assumptions used in this valuation, as adopted by the Board of Trustees, represent reasonable expectations of anticipated plan experience. Future actuarial measurements may differ significantly from the current measurements presented in this report for a variety of reasons including: changes in applicable laws, changes in plan provisions, changes in assumptions, or plan experience differing from expectations.

In conducting the valuation, we have relied on personnel, plan design, and asset information supplied by the Board of Trustees, financial reports prepared by the custodian bank, and the actuarial assumptions and methods described in the Actuarial Assumptions section of this report. While we cannot verify the accuracy of all this information, the supplied information was reviewed for consistency and reasonableness. As a result of this review, we have no reason to doubt the substantial accuracy of the information and believe that it has produced appropriate results. This information, along with any adjustments or modifications, is summarized in various sections of this report.

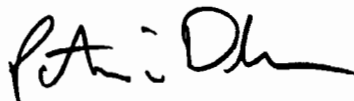
The undersigned is familiar with the immediate and long-term aspects of pension valuations, and meets the Qualification Standards of the American Academy of Actuaries necessary to render the actuarial opinions contained herein. All of the sections of this report are considered an integral part of the actuarial opinions.

To our knowledge, no associate of Foster & Foster, Inc. working on valuations of the program has any direct financial interest or indirect material interest in the City of Port Orange, nor does anyone at Foster & Foster, Inc. act as a member of the Board of Trustees of the City of Port Orange Fire and Rescue Pension Fund. Thus, there is no relationship existing that might affect our capacity to prepare and certify this actuarial report.

If there are any questions, concerns, or comments about any of the items contained in this report, please contact me at 239-433-5500.

Respectfully submitted,

Foster & Foster, Inc.



By: _____

Patrick T. Donlan, M.A.A.A., A.S.A.
Enrolled Actuary #14-6595

PTD\lke
Enclosures

TABLE OF CONTENTS

Section	Title	Page
I	Introduction	
	a. Summary of Report	5
	b. Changes Since Prior Valuation	7
	c. Comparative Summary of Principal Valuation Results	8
II	Valuation Information	
	a. Derivation of Unfunded Actuarial Accrued Liability	13
	b. Detailed Actuarial (Gain)/Loss Analysis	14
	c. Actuarial Assumptions and Methods	15
	d. Valuation Notes	17
	e. Partial History of Premium Tax Refunds	18
III	Trust Fund	19
IV	Member Statistics	
	a. Statistical Data	25
	b. Age and Service Distribution	26
	c. Member Reconciliation	27
V	Summary of Plan Provisions	28

SUMMARY OF REPORT

The regular annual actuarial valuation of the City of Port Orange Fire and Rescue Pension Fund, performed as of October 1, 2015, has been completed, and the results are presented in this Report. The contribution amounts developed in this valuation are applicable to the plan/fiscal year ended September 30, 2017.

The contribution requirements, compared with those developed in the October 1, 2014 actuarial valuation report, are as follows:

Valuation Date	10/1/2014	10/1/2015
Applicable Plan/Fiscal Year End	<u>9/30/2016</u>	<u>9/30/2017</u>
Total Required Contribution		
% of Total Annual Payroll	109.9%	109.0%
Less Member Contrib's (Estimated)		
% of Total Annual Payroll	7.6%	7.6%
Equals Required City & State		
% of Total Annual Payroll	102.3%	101.4%
Estimated State Contribution ¹	391,117	391,117
% of Total Annual Payroll	15.5%	15.5%
Balance from City ²		
% of Total Annual Payroll	86.8%	85.9%

¹ Amount shown is actual State contribution received during the calendar year ended December 31, 2015. Please note that the City's ability to utilize these monies to offset their funding requirements is dependent upon the use of the "Naples Interpretation" of Chapter 99-1, Florida Statutes.

²As requested by the Division of Retirement, the required contribution from the combination of City and State sources for the year ending September 30, 2017, is 101.4% of the actual non-DROP payroll realized in that year. The City and State requirement for fiscal 2015 is also 102.3% of non-DROP payroll. Note, the extra City contributions made during fiscal 2015 were applied to help pay down the Unfunded Actuarial Accrued Liability and are not being carried as a prepaid contribution available as of September 30, 2015.

As can be seen, the Total Required Contribution has remained relatively stable as a percentage of Projected Annual Payroll. The reason the costs went down this year is that the City made additional

contributions of \$145,944.05 to help pay down the Unfunded Actuarial Accrued Liability. During the past year there was net favorable actuarial experience. The principal components of favorable experience included average increases in pensionable compensation that were less than the assumed rate and an 8.59% investment return (Actuarial Asset basis). These gains were partially offset by the effect of no employee or retirement turnover. More detail on the sources of gain and loss can be found on page 14. The reason that the costs did not decrease more when expressed as a percentage of payroll, even with the favorable experience, is that the Board authorized a reduction in the investment return assumption, in conjunction with this valuation, from 7.90% to 7.80%, net of investment related expenses.

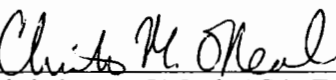
If we expressed the required contributions as a percentage of the approximate payroll of the department including those members in the DROP, then the City requirement would be approximately 78.5% of payroll for fiscal 2017. This is for illustration purposes only. The requirements are those outlined on the previous page.

The balance of this Report presents additional details of the actuarial valuation and the general operation of the Fund. The undersigned would be pleased to meet with the Board of Trustees in order to discuss the Report and any pending questions concerning its contents.

Respectfully submitted,

FOSTER & FOSTER, INC.

By: 
Patrick T. Donlan, ASA, EA, MAAA

By: 
Christine M. O'Neal, ASA, EA, MAAA

CHANGES SINCE PRIOR VALUATION

Plan Changes

The following ordinances were adopted since the prior valuation:

1. Ordinance 2015-1 amended the plan to fix the grandfathering of Early Retirement for certain members.
2. Ordinance 2015-7 amended the plan to be in compliance with recent changes to the Internal Revenue Code.

Actuarial Assumption/Method Change

The investment return assumption was decreased from 7.90% to 7.80%, net of investment related expenses. The impact of this change can be seen in the Comparative Summary of Principal Valuation Results that follows.

COMPARATIVE SUMMARY OF PRINCIPAL VALUATION RESULTS

	New Assump <u>10/1/2015</u>	Old Assump <u>10/1/2015</u>	<u>10/1/2014</u>
A. Participant Data			
Number Included			
Actives	53	53	53
Service Retirees	46	46	44
DROP Retirees	3	3	3
Beneficiaries	2	2	2
Terminated Vested	0	0	3
Disability Retirees	<u>2</u>	<u>2</u>	<u>2</u>
Total	106	106	107
Total Annual Payroll	\$2,522,043	\$2,522,043	\$2,505,491
Payroll Under Assumed Ret. Age	2,522,043	2,522,043	2,505,491
Annual Rate of Payments to:			
Service Retirees	2,138,229	2,138,229	2,057,571
DROP Plan Members	154,062	154,062	152,545
Beneficiaries	36,530	36,530	35,526
Terminated Vested	0	0	41,034
Disability Retirees	29,853	29,853	29,557
B. Assets			
Actuarial Value ¹	24,231,950	24,231,950	21,559,328
Market Value ¹	23,201,184	23,201,184	22,195,274
C. Liabilities			
Present Value of Benefits			
Active Members			
Retirement Benefits	8,348,959	8,203,675	7,568,629
Disability Benefits	341,579	336,387	337,148
Death Benefits	63,216	62,426	61,153
Vested Benefits	805,026	788,075	843,620
Refund of Contributions	111,145	110,800	107,653
Service Retirees	29,426,117	29,132,909	28,550,484
DROP Plan Members ¹	3,138,376	3,112,809	2,888,998
Beneficiaries	401,522	398,374	398,287
Terminated Vested	0	0	379,470
Disability Retirees	329,282	326,586	329,342
Excess State Monies Reserve	<u>0</u>	<u>0</u>	<u>0</u>
Total	42,965,222	42,472,041	41,464,784

C. Liabilities - (Continued)	New Assump <u>10/1/2015</u>	Old Assump <u>10/1/2015</u>	<u>10/1/2014</u>
Present Value of Future Salaries	19,301,011	19,202,531	20,059,814
Present Value of Future Member Contributions	1,481,893	1,474,271	1,537,978
EAN Normal Cost (Retirement)	307,072	300,379	301,498
EAN Normal Cost (Disability)	31,986	31,566	31,566
EAN Normal Cost (Death)	3,315	3,265	3,206
EAN Normal Cost (Vesting)	67,842	66,257	64,145
EAN Normal Cost (Refunds)	<u>11,710</u>	<u>11,737</u>	<u>11,581</u>
Total Normal Cost (Entry Age Method)	421,925	413,204	411,996
Present Value of Future Normal Costs (Entry Age)	2,931,120	2,856,722	3,000,906
Accrued Liability (Retirement)	6,232,105	6,143,359	5,389,880
Accrued Liability (Disability)	122,580	121,338	113,018
Accrued Liability (Death)	39,379	39,071	36,758
Accrued Liability (Vesting)	344,741	340,873	377,641
Accrued Liability (Refunds)	0	0	0
Accrued Liability (Inactives) ¹	<u>33,295,297</u>	<u>32,970,678</u>	<u>32,546,581</u>
Total Actuarial Accrued Liability	40,034,102	39,615,319	38,463,878
Unfunded Actuarial Accrued Liability (UAAL)	15,802,152	15,383,369	16,904,550
D. Actuarial Present Value of Accrued Benefits			
Vested Accrued Benefits			
Inactives ¹	33,295,297	32,970,678	32,546,581
Actives	4,525,638	4,446,583	3,763,386
Member Contributions	<u>765,824</u>	<u>765,824</u>	<u>577,542</u>
Total	38,586,759	38,183,085	36,887,509
Non-vested Accrued Benefits	<u>932,732</u>	<u>915,914</u>	<u>1,072,736</u>
Total Present Value Accrued Benefits	39,519,491	39,098,999	37,960,245
Increase (Decrease) in Present Value of Accrued Benefits Attributable to:			
Plan Amendments	0	0	
Assumption Changes	420,492	0	
New Accrued Benefits	0	379,779	
Benefits Paid	0	(2,154,771)	
Interest	0	2,913,746	
Other	<u>0</u>	<u>0</u>	
	420,492	1,138,754	

Valuation Date Applicable to Fiscal Year Ending	New Assump 10/1/2015 <u>9/30/2017</u>	Old Assump 10/1/2015 <u>9/30/2017</u>	10/1/2014 <u>9/30/2016</u>
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E. Pension Cost

Normal Cost (with interest) ² % of Total Annual Payroll	17.4	17.0	17.1
Administrative Expenses (with interest) ² % of Total Annual Payroll	3.2	3.2	2.2
Payment Required to Amortize Unfunded Actuarial Accrued Liability over 27 years ² (as of 10/1/2015) % of Total Annual Payroll	88.4	87.2	90.6
Total Required Contribution % of Total Annual Payroll	109.0	107.4	109.9
Expected Member Contributions ² % of Total Annual Payroll	7.6	7.6	7.6
Expected City & State Contribution % of Total Annual Payroll	101.4	99.8	102.3

F. Past Contributions

Plan Years Ending:	<u>9/30/2015</u>
Total Required Contribution	2,873,438
City and State Requirement	2,691,757
Actual Contributions Made:	
Members	182,394
City	2,446,583
State	<u>391,117</u>
Total	3,020,094

G. Net Actuarial Gain (Loss) 212,997

¹The asset values and liabilities for DROP Members include accumulated DROP Balances as of 9/30/2015 and 9/30/2014.

² Contributions developed as of 10/1/2015 are expressed as a percentage of total annual payroll at 10/1/2015 of \$2,522,043.

H. Schedule Illustrating the Amortization of the Total Unfunded Actuarial Accrued Liability
as of:

<u>Year</u>	<u>Projected Unfunded Accrued Liability</u>
2015	\$15,802,152
2016	14,721,592
2017	13,556,745
2020	11,004,558
2025	6,708,601
2035	(400,160)
2042	0

I. (i) 3 Year Comparison of Actual and Assumed Salary Increases

		<u>Actual</u>	<u>Assumed</u> ¹
Year Ended	9/30/2015	0.38%	5.63%
Year Ended	9/30/2014	1.86%	5.70%
Year Ended	9/30/2013	-2.50%	5.70%

(ii) 3 Year Comparison of Investment Return on Actuarial Value

		<u>Actual</u>	<u>Assumed</u>
Year Ended	9/30/2015	8.59%	7.90%
Year Ended	9/30/2014	8.00%	8.00%
Year Ended	9/30/2013	8.07%	8.00%

(iii) Average Annual Payroll Growth

(a) Payroll as of:	10/1/2015	\$2,758,559 ²
	10/1/2005	3,172,722 ²³
(b) Total Increase		-13.05%
(c) Number of Years		10.00
(d) Average Annual Rate		-1.39%

¹ Weighted average shown. Actual assumed increases are graded based upon length of service. For details see page 16.

² Includes payroll for DROP Participants.

³ Because Ordinance 2012-19 changed the definition of pensionable compensation, the payroll from 10 years ago was adjusted appropriately for comparison.

STATEMENT BY ENROLLED ACTUARY

This actuarial valuation was prepared and completed by me or under my direct supervision, and I acknowledge responsibility for the results. To the best of my knowledge, the results are complete and accurate, and in my opinion, the techniques and assumptions used are reasonable and meet the requirements and intent of Part VII, Chapter 112, Florida Statutes. There is no benefit or expense to be provided by the plan and/or paid from the plan's assets for which liabilities or current costs have not been established or otherwise taken into account in the valuation. All known events or trends which may require a material increase in plan costs or required contribution rates have been taken into account in the valuation.


 Patrick T. Donlan, EA, ASA, MAAA
 Enrolled Actuary #14-6595

Please let us know when the report is approved by the Board and unless otherwise directed we will provide copies of the report to the following offices to comply with Chapter 112 Florida Statutes:

Mr. Keith Brinkman
 Bureau of Local
 Retirement Systems
 Post Office Box 9000
 Tallahassee, FL 32315-9000

Ms. Sarah Carr
 Municipal Police and Fire
 Pension Trust Funds
 Division of Retirement
 Post Office Box 3010
 Tallahassee, FL 32315-3010

RECONCILIATION OF UNFUNDED ACTUARIAL ACCRUED LIABILITIES

(1)	Unfunded Actuarial Accrued Liability as of October 1, 2014	\$16,904,550
(2)	City and State Normal Cost developed as of October 1, 2014	220,827
(3)	Expected administrative expenses for the year ended September 30, 2015	53,503
(4)	Expected interest on (1), (2) and (3)	1,355,018
(5)	Sponsor contributions to the System during the year ended September 30, 2015	2,837,700
(6)	Expected interest on (5)	99,832
(7)	Expected Unfunded Actuarial Accrued Liability as of October 1, 2015 (1)+(2)+(3)+(4)-(5)-(6)	15,596,366
(8)	Change to UAAL due to Assumption Change	418,783
(9)	Change to UAAL due to Experience Loss (Gain)	(212,997)
(10)	Unfunded Accrued Liability as of October 1, 2015	15,802,152

	<u>Date</u> <u>Established</u>	<u>Years</u> <u>Remaining</u>	<u>10/1/2015</u> <u>Amount</u>	<u>Amortization</u> <u>Amount</u>
Method	10/1/2001	16	\$2,471,059	\$255,671
Loss ¹	10/1/2001	13	2,321,901	269,525
Loss	10/1/2002	2	454,323	235,688
Loss	10/1/2003	3	44,160	15,838
Benefit	10/1/2003	18	4,669,955	455,845
Loss	10/1/2004	13	2,289,003	265,706
Loss	10/1/2005	13	535,784	62,193
Loss	10/1/2006	13	425,832	49,430
Benefit	10/1/2006	21	126,764	11,560
Gain	10/1/2007	13	(841,525)	(97,684)
Loss	10/1/2008	3	591,237	212,052
Method	10/1/2008	13	(96,128)	(11,158)
Benefit	10/1/2008	23	506,334	44,555
Loss	10/1/2009	4	607,790	169,470
Loss	10/1/2010	5	130,921	30,257
Assum	10/1/2010	15	2,352,473	251,847
Loss	10/1/2011	6	117,687	23,472
Benefit	10/1/2011	26	(1,088,071)	(91,745)
Gain	10/1/2012	7	(98,547)	(17,439)
Benefit	10/1/2012	27	(161,235)	(13,434)
Gain	10/1/2013	8	(7,575)	(1,214)
Assum	10/1/2014	19	392,670	37,385
Gain	10/1/2014	9	(148,446)	(21,861)
Assum	10/1/2015	20	418,783	38,981
Gain	10/1/2015	10	<u>(212,997)</u>	<u>(29,181)</u>
			15,802,152	2,145,759

¹ It is assumed that 50% of the base for the original method change in 2001 was attributable prior actuarial losses.

DETAILED ACTUARIAL (GAIN)/LOSS ANALYSIS

(1) Unfunded Actuarial Accrued Liability (UAAL) as of October 1, 2014	\$16,904,550
(2) Expected UAAL as of October 1, 2015	15,596,366
(3) Summary of Actuarial (Gain)/Loss, by component:	
Investment Return (Actuarial Asset Basis)	(150,524)
Salary Increases	(190,670)
Active Decrements	5,966
Inactive Mortality	134,899
Other	<u>(12,668)</u>
Increase in UAAL due to (Gain)/Loss	(212,997)
Increase in UAAL due to Assumption Change	418,783
(4) Actual UAAL as of October 1, 2015	\$15,802,152

ACTUARIAL ASSUMPTIONS AND METHODS

<u>Mortality Rate</u>	RP-2000 Table with no projection (disabled lives set forward 5 years). Based upon other studies of municipal Firefighters, we feel this assumption sufficiently accommodates future mortality improvements.	
<u>Termination Rate</u>	See Tables below (1304A). Based upon other studies of municipal Firefighters, we feel this assumption is reasonable.	
<u>Disability Rate</u>	See Tables below (1207). It is assumed that 75% of disablements are service related. Based upon other studies of municipal Firefighters, we feel this assumption is reasonable.	
<u>Retirement Rates</u>		
“Frozen Benefit”	Old Normal Retirement Date	30%
	Old Normal Retirement Date + 1	15%
	Old Normal Retirement Date + 2	15%
	Old Normal Retirement Date + 3	15%
	Old Normal Retirement Date + 4	15%
	Old Normal Retirement Date + 5	100%
Benefits accrued after 9/25/2012	New Normal Retirement Date	100%
	Based upon other studies of municipal Firefighters, we feel this assumption is reasonable.	
<u>Interest Rate</u>	7.80% (in 2014 valuation, 7.90%) per year compounded annually, net of investment related expenses.	
<u>Salary Increases</u>	<u>Years of Service</u>	<u>Rate</u>
	Under 5	7.00%
	5 to 9	6.00%
	10 to 14	5.00%
	15 or more	4.00%
	Based upon other studies of municipal Firefighters, we feel this assumption is reasonable.	
<u>Payroll Growth</u>	None.	

Cost-of-Living Increase

“Frozen Benefit”

At least 20 years at retirement: 3.00% per year beginning 5 years after retirement. Otherwise, 1.00% per year beginning 1 year after retirement.

“Future Service Piece”

At least 25 years at retirement (or 20 years if first eligible for Normal Retirement at 55 & 10): 2.50% per year beginning in 2026 and the later of 8 years after retirement and age 59.5.

Hired after 12/4/2012

No cost-of-living adjustment.

Administrative Expenses

Prior year actual expenses (\$77,530 for 2015).

Actuarial Cost Method

Entry Age Normal.

Asset Valuation Method

Each year, the prior Actuarial Value of Assets is brought forward utilizing the historical geometric 4-year average Market Value return. It is possible that over time this technique will produce an insignificant bias above or below Market Value.

<u>Age</u>	<u>% Becoming Disabled During the Year</u>	<u>% Terminating During the Year</u>	<u>Current Salary as a % of Salary at Age 50</u>
20	0.07%	9.30%	25.9%
30	0.11%	7.88%	40.7%
40	0.19%	4.28%	63.8%
50	0.51%	1.13%	100.0%

VALUATION NOTES

Total Annual Payroll is the annual rate of pay for the fiscal year following the valuation date of all covered Members.

Present Value of Benefits is the single sum value on the valuation date of all future benefits to be paid to current Members, Retirees, Beneficiaries, Disability Retirees and Vested Terminations.

Total Required Contribution is equal to the Normal Cost plus an amount sufficient to amortize the Unfunded Accrued Liability over no more than 30 years. The required amount is adjusted for interest according to the timing of contributions during the year.

Entry Age Normal Cost Method - Under this method, the normal cost is the sum of the individual normal costs for all active participants. For an active participant, the normal cost is the participant's normal cost accrual rate, multiplied by the participant's current compensation.

(a) The normal cost accrual rate equals

(i) the present value of future benefits for the participant, determined as of the participant's entry age, divided by

(ii) the present value of the compensation expected to be paid to the participant for each year of the participant's anticipated future service, determined as of the participant's entry age.

(b) In calculating the present value of future compensation, the salary scale is applied both retrospectively and prospectively to estimate compensation in years prior to and subsequent to the valuation year based on the compensation used for the valuation.

(c) The accrued liability is the sum of the individual accrued liabilities for all participants and beneficiaries. A participant's accrued liability equals the present value, at the participant's attained age, of future benefits less the present value at the participant's attained age of the individual normal costs payable in the future. A beneficiary's accrued liability equals the present value, at the beneficiary's attained age, of future benefits. The unfunded accrued liability equals the total accrued liability less the actuarial value of assets.

(d) Under this method, the entry age used for each active participant is the participant's age at the time he or she would have commenced participation if the plan had always been in existence under current terms, or the age as of which he or she first earns service credits for purposes of benefit accrual under the current terms of the plan.

PARTIAL HISTORY OF PREMIUM TAX REFUNDS

<u>Received During Fiscal Year</u>	<u>Amount</u>	<u>Increase from Previous Year</u>
1998	97,374.33	_____%
1999	104,739.59	7.6%
2000	109,913.52	4.9%
2001	108,754.92	-1.1%
2002	136,209.21	25.2%
2003	152,744.75	12.1%
2004	171,721.39	12.4%
2005	196,706.89	14.6%
2006	229,953.17	16.9%
2007	238,954.78	3.9%
2008	319,511.54	33.7%
2009	385,770.84	20.7%
2010	360,581.06	-6.5%
2011	290,460.26	-19.4%
2012	299,411.50	3.1%
2013	362,213.01	21.0%
2014	386,195.01	6.6%
2015	391,117.16	1.3%

STATEMENT OF FIDUCIARY NET POSITION
SEPTEMBER 30, 2015

<u>ASSETS</u>	COST VALUE	MARKET VALUE
Cash and Cash Equivalents:		
Money Market	1,044,927.75	1,044,927.75
Total Cash and Equivalents	1,044,927.75	1,044,927.75
Receivables:		
City Contributions	125,361.00	125,361.00
State Contributions	459.24	459.24
From Broker for Investments Sold	291,403.54	291,403.54
Investment Income	60,855.53	60,855.53
Total Receivable	478,079.31	478,079.31
Investments:		
U. S. Bonds and Bills	3,566,177.80	3,565,241.70
Federal Agency Guaranteed Securities	711,710.20	741,404.87
Corporate Bonds	4,021,684.19	4,119,695.71
Stocks	5,607,290.06	5,950,831.85
Mutual Funds:		
Equity	5,359,181.14	6,498,327.66
Pooled/Common/Commingled Funds:		
Real Estate	1,046,328.81	1,124,122.46
Total Investments	20,312,372.20	21,999,624.25
Total Assets	21,835,379.26	23,522,631.31
<u>LIABILITIES</u>		
Payables:		
To Broker for Investments Purchased	321,447.33	321,447.33
Total Liabilities	321,447.33	321,447.33
NET POSITION RESTRICTED FOR PENSIONS	21,513,931.93	23,201,183.98

STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
FOR THE YEAR ENDED SEPTEMBER 30, 2015
Market Value Basis

ADDITIONS

Contributions:

Member	182,393.90
City	2,446,583.47
State	391,117.16

Total Contributions	3,020,094.53
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Investment Income:

Net Realized Gain (Loss)	542,714.52
Unrealized Gain (Loss)	(763,827.36)
Net Increase in Fair Value of Investments	(221,112.84)
Interest & Dividends	574,215.62
Less Investment Expense ¹	(134,985.95)

Net Investment Income	218,116.83
-----------------------	------------

Total Additions	3,238,211.36
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DEDUCTIONS

Distributions to Members:

Benefit Payments	2,149,660.83
Lump Sum DROP Distributions	0.00
Refunds of Member Contributions	5,110.01

Total Distributions	2,154,770.84
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Administrative Expense	77,530.46
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Total Deductions	2,232,301.30
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Net Increase in Net Position	1,005,910.06
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NET POSITION RESTRICTED FOR PENSIONS

Beginning of the Year	22,195,273.92
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End of the Year	23,201,183.98
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¹Investment related expenses include investment advisory, custodial and performance monitoring fees.

ACTUARIAL ASSET VALUATION
SEPTEMBER 30, 2015

Actuarial Assets for funding purposes are developed by increasing the Actuarial Assets used in the most recent actuarial valuation of the Fund by the average annual market value rate of return (net of investment related expenses) for the past four years. Actuarial Assets shall not be less than 80% nor greater than 120% of Market Value of Assets.

Details of the derivation are set forth as follows:

Plan Year End	Rate of Return*	
09/30/2012	16.77%	
09/30/2013	8.63%	
09/30/2014	8.54%	
09/30/2015	0.98%	
Annualized Rate of Return for prior four (4) years:		8.59%
(A) 10/01/2014 Actuarial Assets:		\$21,559,327.97
(I) Net Investment Income:		
1. Interest and Dividends	574,215.62	
2. Realized Gains (Losses)	542,714.52	
3. Change in Actuarial Value	902,884.73	
4. Investment Related Expenses	(134,985.95)	
Total		1,884,828.92
(B) 10/01/2015 Actuarial Assets:		\$24,231,950.12
Actuarial Asset Rate of Return = $2I/(A+B-I)$:		8.59%
10/01/2015 Limited Actuarial Assets:		\$24,231,950.12
10/01/2015 Market Value of Assets:		\$23,201,183.98
Actuarial Gain/(Loss) due to Investment Return (Actuarial Asset Basis)		\$150,524.18

*Market Value Basis, net of investment related expenses.

CHANGES IN NET ASSETS AVAILABLE FOR BENEFITS
SEPTEMBER 30, 2015
Actuarial Asset Basis

REVENUES

Contributions:		
Member	182,393.90	
City	2,446,583.47	
State	391,117.16	
Total Contributions		3,020,094.53
Earnings from Investments:		
Interest & Dividends	574,215.62	
Net Realized Gain (Loss)	542,714.52	
Change in Actuarial Value	902,884.73	
Total Earnings and Investment Gains		2,019,814.87

EXPENDITURES

Distributions to Members:		
Benefit Payments	2,149,660.83	
Lump Sum DROP Distributions	0.00	
Refunds of Member Contributions	5,110.01	
Total Distributions		2,154,770.84
Expenses:		
Investment related ¹	134,985.95	
Administrative	77,530.46	
Total Expenses		212,516.41
Change in Net Assets for the Year		2,672,622.15
Net Assets Beginning of the Year		21,559,327.97
Net Assets End of the Year ²		24,231,950.12

¹Investment related expenses include investment advisory, custodial and performance monitoring fees.

²Net Assets may be limited for actuarial consideration.

DEFERRED RETIREMENT OPTION PLAN ACTIVITY
October 1, 2014 to September 30, 2015

Beginning of the Year Balance	613,152.21
Plus Additions	152,544.84
Investment Return Earned	45,174.04
Less Distributions	0.00
End of the Year Balance	810,871.09

STATISTICAL DATA *

	<u>10/1/2012</u>	<u>10/1/2013</u>	<u>10/1/2014</u>	<u>10/1/2015</u>
Number	37	49	53	53
Average Current Age	38.8	37.8	37.1	38.1
Average Age at Employment	29.0	28.8	29.1	29.1
Average Past Service	9.8	9.0	8.0	9.0
Average Annual Salary	\$53,104	\$47,599	\$47,273	\$47,586

* Prior to 10/1/2014, averages were salary weighted.

AGE AND SERVICE DISTRIBUTION

PAST SERVICE

AGE	0	1	2	3	4	5-9	10-14	15-19	20-24	25-29	30+	Total
15 - 19	0	0	0	0	0	0	0	0	0	0	0	0
20 - 24	0	3	3	0	0	0	0	0	0	0	0	6
25 - 29	0	0	4	0	0	2	0	0	0	0	0	6
30 - 34	0	1	2	0	0	2	1	0	0	0	0	6
35 - 39	0	1	1	0	0	5	1	2	0	0	0	10
40 - 44	0	0	1	0	0	2	3	4	0	0	0	10
45 - 49	0	1	1	0	0	1	3	5	0	0	0	11
50 - 54	0	0	0	0	0	1	1	1	0	0	0	3
55 - 59	0	0	0	0	0	0	1	0	0	0	0	1
60 - 64	0	0	0	0	0	0	0	0	0	0	0	0
65+	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	6	12	0	0	13	10	12	0	0	0	53

VALUATION PARTICIPANT RECONCILIATION

1. Active lives

a. Number in prior valuation 10/1/2014	53
b. Terminations	
i. Vested (partial or full) with deferred benefits	0
ii. Non-vested or full lump sum distribution received	0
c. Deaths	
i. Beneficiary receiving benefits	0
ii. No future benefits payable	0
d. Disabled	0
e. Retired	0
f. DROP	0
g. Voluntary withdrawal	0
h. Continuing participants	53
i. New entrants	0
j. Total active life participants in valuation	53

2. Non-Active lives (including beneficiaries receiving benefits)

	Service Retirees, Vested Receiving <u>Benefits</u>	DROP <u>Benefits</u>	Receiving Death <u>Benefits</u>	Receiving Disability <u>Benefits</u>	Vested <u>Deferred</u>	<u>Total</u>
a. Number prior valuation	44	3	2	2	3	54
Retired	2	0	0	0	(2)	0
DROP	0	0	0	0	0	0
Vested Deferred	0	0	0	0	0	0
Death, With Survivor	0	0	0	0	0	0
Death, No Survivor	0	0	0	0	0	0
Disabled	0	0	0	0	0	0
Refund of Contributions	0	0	0	0	(1)	(1)
Benefit Expired	0	0	0	0	0	0
Rehires	0	0	0	0	0	0
Data Corrections	0	0	0	0	0	0
b. Number current valuation	46	3	2	2	0	53

SUMMARY OF PLAN PROVISIONS
(Through Ordinance No. 2015-7)

CREDITED SERVICE

Years and fractional parts of years of service with the City as a Firefighter. Service as a volunteer firefighter shall be credited at one month of credited service for each complete year of volunteer service.

SALARY

Prior to 9/25/2012

Fixed monthly compensation (base pay) for services rendered to the City as a Firefighter, plus overtime and all tax-deferred, tax sheltered and tax-exempt items of income. Base pay includes education pay and specialty pay, but excludes lump sum payments of annual leave, sick leave, and compensation leave and other non-regular compensation.

On and After 9/25/2012

The same as above except excluding overtime and incentive pay.

AVERAGE FINAL COMPENSATION

Prior to 9/25/2012

Average Salary paid during the three (3) best years of the last ten (10).

On and After 9/25/2012

Average Salary paid during the five (5) best years of the last (10), provided in no event shall this be less than the average final compensation through 9/25/2012.

NORMAL RETIREMENT

Eligibility

Prior to 9/25/2012

Earlier of: 1) Age 50 and 10 years of Credited Service, or 2) the completion of 20 years of Credited Service, regardless of age.

On and After 9/25/2012

Earlier of 1) Age 55 and 10 years of Credited Service, or 2) the completion of 25 years of Credited Service, regardless of age. Benefits accrued prior to 9/25/2012 will utilize the prior Normal Retirement eligibility criteria.

Hired after 12/4/2012

Earlier of 1) Age 55 and 10 years of Credited Service, or 2) Age 52 and 25 years of Credited Service.

Benefit Amount

Hired before 12/4/2012

3.00% of Average Final Compensation times Credited Service. The maximum benefit (including any supplement) is the lesser of 90% of Average Final Compensation and \$95,000.

Hired after 12/4/2012

2.50% of Average Final Compensation times Credited Service. The maximum benefit is the lesser of 80% of Average Final Compensation and \$95,000.

In no event shall the benefit be less than 2.00% of Average Final Compensation times Credited Service.

Form of Benefit

Ten Year Certain and Life Annuity (options available).

EARLY RETIREMENT

Eligibility

Age 50 and 10 years of Credited Service. Members who attained 40 and 10 as of September 25, 2012 are also eligible.

Benefit Amount

Benefit determined as for Normal Retirement actuarially reduced to reflect early payment.

Form of Benefit

Ten Year Certain and Life Annuity (options available).

SUPPLEMENTAL BENEFIT

Normal and Early service retirees after September 25, 2012, who have completed at least 25 years of Credited Service, receive an additional \$20 monthly benefit for each year of service, to a maximum of \$500.

COST-OF-LIVING ADJUSTMENT

Effective October 1, 2003, all current and future retirees receiving benefits, including disability retirees and terminated vested persons and their beneficiaries or joint annuitants, will receive an annual increase in benefits (excluding the Supplemental Benefit) as follows:

Benefits accrued prior to 1/1/2013:

- a) For retirees who retired before October 1, 2003 and completed at least 19 years of Credited Service, the annual increase will be 3.00% commencing upon the 61st month following retirement.
- b) For retirees who retire on or after October 1, 2003 and complete at least 20 years of Credited Service, the annual increase will be 3.00% commencing upon the 61st month following retirement.
- c) For all other current and future retirees not described in (a) or (b) above, the annual increase shall be 1.00% and shall begin on the January 1st following one full year of retirement.

Benefits accrued on or after 1/1/2013:

For retirees who completed at least 25 years of Credited Service (or 20 years of Credited Service if first eligible for Normal Retirement at age 55 and 10 years of service), the annual increase shall be the lesser of 3.00% or the amount granted for Social Security benefits. The COLA would only be given in years that the Plan met or exceeded the actuarial assumptions, and also only when the GASB 25 Funded Ratio is above 80.00%. The COLA begins the later of 8 years after retirement and age 59.5.

Members hired after 12/4/2012

None.

DISABILITY

Eligibility

a) 10 years of contributing service for non-service related; coverage from date of hire for service-incurred.

b) Total and permanent disability as determined by the Board.

Benefit Amount

Non-Service Connected

Benefit computed as for Normal Retirement.

Service Connected

Benefit computed as for Normal Retirement, but not less than 42% of Average Final Compensation.

VESTING (TERMINATION)

Less than 10 years - Refund of Accumulated Member Contributions.

10 or more years - Accrued benefit payable at the otherwise Normal Retirement Date, or Refund of Member Contributions.

DEATH

Pre-Retirement

Vested or eligible for retirement: Beneficiary receives accrued pension payable for 10 years at otherwise Early or Normal Retirement Date (or actuarially reduced benefit payable for 10 years at the option of the Beneficiary).

Non-vested: Refund of Accumulated Member Contributions.

Post-Retirement

According to optional form of payment selected at retirement.

CONTRIBUTIONS

Employee	7.50% of Salary. 8.00% of Salary for Members hired after 12/4/2012.
Premium Tax	1.85% tax on applicable insurance policies.
City	Remaining amount necessary for payment of Normal (current year's) Cost and amortization of the accrued past service as provided by Chapter 112, Part VII, <u>Florida Statutes</u> .

BOARD OF TRUSTEES

- a) Two City Council appointees,
- b) Two Members of the Plan elected by a majority of the other covered Firefighters, and
- c) A fifth Member elected by the other 4 and appointed by the City Council.

DEFERRED RETIREMENT OPTION PLAN

Eligibility	Satisfaction of Normal Retirement requirements provided that the election to participate in the DROP is made within 12 months following the date on which the Member first became eligible for Normal Retirement. Members hired after 12/4/2012 are not eligible.
Participation	Not more than 60 months.
Rate of Return	Actual net rate of investment return.
Form of Distribution	Cash lump sum (options available).

STATEMENT OF FIDUCIARY NET POSITION
SEPTEMBER 30, 2015

<u>ASSETS</u>	MARKET VALUE
Cash and Cash Equivalents:	
Money Market	1,044,928
Total Cash and Equivalents	1,044,928
Receivables:	
State Contributions	459
From Broker for Investments Sold	291,404
Investment Income	60,855
Total Receivable	352,718
Investments:	
U. S. Bonds and Bills	3,565,242
Federal Agency Guaranteed Securities	741,405
Corporate Bonds	4,119,696
Stocks	5,950,832
Mutual Funds:	
Equity	6,498,327
Pooled/Common/Commingled Funds:	
Real Estate	1,124,122
Total Investments	21,999,624
Total Assets	23,397,270
<u>LIABILITIES</u>	
Payables:	
To Broker for Investments Purchased	321,447
Total Liabilities	321,447
NET POSITION RESTRICTED FOR PENSIONS	23,075,823

STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
FOR THE YEAR ENDED SEPTEMBER 30, 2015
Market Value Basis

ADDITIONS

Contributions:

Member	182,394	
City	2,321,223	
State	391,117	
Total Contributions		2,894,734
Investment Income:		
Net Increase in Fair Value of Investments	(221,115)	
Interest & Dividends	574,216	
Less Investment Expense ¹	(134,986)	
Net Investment Income		218,115
Total Additions		3,112,849

DEDUCTIONS

Distributions to Members:

Benefit Payments	2,149,661	
Lump Sum DROP Distributions	0	
Refunds of Member Contributions	5,110	
Total Distributions		2,154,771
Administrative Expense		77,530
Total Deductions		2,232,301
Net Increase in Net Position		880,548
NET POSITION RESTRICTED FOR PENSIONS		
Beginning of the Year		22,195,275
End of the Year		23,075,823

¹Investment related expenses include investment advisory, custodial and performance monitoring fees.

NOTES TO THE FINANCIAL STATEMENTS

(For the Year Ended September 30, 2015)

Plan Description

Plan Administration

The Plan is a single-employer defined benefit pension plan administered by the Plan's Board of Trustees comprised of:

- a) Two City Council appointees,
- b) Two Members of the Plan elected by a majority of the other covered Firefighters, and
- c) A fifth Member elected by the other 4 and appointed by the City Council.

Plan Membership as of October 1, 2014:

Inactive Plan Members or Beneficiaries Currently Receiving Benefits	51
Inactive Plan Members Entitled to But Not Yet Receiving Benefits	3
Active Plan Members	53
	107

Benefits Provided

The Plan provides retirement, termination, disability and death benefits.

Normal Retirement:

Eligibility: Prior to 9/25/2012: Earlier of: 1) Age 50 and 10 years of Credited Service, or 2) the completion of 20 years of Credited Service, regardless of age.

Eligibility: On and After 9/25/2012: Earlier of 1) Age 55 and 10 years of Credited Service, or 2) the completion of 25 years of Credited Service, regardless of age. Benefits accrued prior to 9/25/2012 will utilize the prior Normal Retirement eligibility criteria.

Eligibility: Hired after 12/4/2012: Earlier of 1) Age 55 and 10 years of Credited Service, or 2) Age 52 and 25 years of Credited Service.

Benefit Amount: Hired before 12/4/2012: 3.00% of Average Final Compensation times Credited Service. The maximum benefit (including any supplement) is the lesser of 90% of Average Final Compensation and \$95,000.

Benefit: Hired after 12/4/2012: 2.50% of Average Final Compensation times Credited Service. The maximum benefit is the lesser of 80% of Average Final Compensation and \$95,000. In no event shall the benefit be less than 2.00% of Average Final Compensation times Credit Service.

Early Retirement:

Eligibility: Age 50 and 10 years of Credited Service.

Benefit Amount: Benefit determined as for Normal Retirement actuarially reduced to reflect early payment.

Supplemental Benefit:

Normal and Early service retirees after September 25, 2012, who have completed at least 25 years of Credited Service, receive an additional \$20 monthly benefit for each year of service, to a maximum of \$500.

Cost of Living Adjustment:

Effective October 1, 2003, all current and future retirees receiving benefits, including disability retirees and terminated vested persons and their beneficiaries or joint annuitants, will receive an annual increase in benefits (excluding the Supplemental Benefit) as follows:

Benefits accrued prior to 1/1/2013:

- a) For retirees who retired before October 1, 2003 and completed at least 19 years of Credited Service, the annual increase will be 3.00% commencing upon the 61st month following retirement.
- b) For retirees who retire on or after October 1, 2003 and complete at least 20 years of Credited Service, the annual increase will be 3.00% commencing upon the 61st month following retirement.
- c) For all other current and future retirees not described in (a) or (b) above, the annual increase shall be 1.00% and shall begin on the January 1st following one full year of retirement.

Benefits accrued on or after 1/1/2013:

For retirees who completed at least 25 years of Credited Service (or 20 years of Credited Service if first eligible for Normal Retirement at age 55 and 10 years of service), the annual increase shall be the lesser of 3.00% or the amount granted for Social Security benefits. The COLA would only be given in years that the Plan met or exceeded the actuarial assumptions, and also only when the GASB 25 Funded Ratio is above 80.00%. The COLA begins the later of 8 years after retirement and age 59.5.

Members hired after 12/4/12: None.

Disability:

Eligibility:

- a) 10 years of contributing service for non-service related; coverage from date of hire for service-incurred.
- b) Total and permanent disability as determined by the Board.

Benefit Amount Non-Service connected: Benefit computed as for Normal Retirement.

Benefit Amount Service Connected: Benefit computed as for Normal Retirement, but not less than 42% of Average Final Compensation.

Vesting (Termination):

Less than 10 years - Refund of Accumulated Member Contributions.

10 or more years - Accrued benefit payable at the otherwise Normal Retirement Date, or Refund of Member Contributions.

Pre-Retirement Death Benefits:

Vested or eligible for retirement: Beneficiary receives accrued pension payable for 10 years at otherwise Early or Normal Retirement Date (or actuarially reduced benefit payable for 10 years at the option of the Beneficiary).

Non-vested: Refund of Accumulated Member Contributions.

Contributions

Employee: 7.50% of Salary. 8.00% of Salary for Members hired after 12/4/2012.

Premium Tax: 1.85% tax on applicable insurance policies.

City: Remaining amount necessary for payment of Normal (current year's) Cost and amortization of the accrued past service as provided by Chapter 112, Part VII, Florida Statutes.

Investments

Investment Policy:

The following was the Board's adopted asset allocation policy as of September 30, 2015:

<u>Asset Class</u>	<u>Target Allocation</u>
Domestic Equity	35%
International Equity	15%
Bonds	30%
Convertibles	10%
Private Real Estate	5%
REITS	5%
Total	100%

Concentrations:

The Plan did not hold investments in any one organization that represent 5 percent or more of the Pension Plan's Fiduciary Net Position.

Rate of Return:

For the year ended September 30, 2015, the annual money-weighted rate of return on Pension Plan investments, net of Pension Plan investment expense, was 0.98 percent.

The money-weighted rate of return expresses investment performance, net of investment expense, adjusted for the changing amounts actually invested.

GASB 67

Deferred Retirement Option Program

Eligibility: Satisfaction of Normal Retirement requirements provided that the election to participate in the DROP is made within 12 months following the date on which the Member first became eligible for Normal Retirement. Members hired after 12/4/2012 are not eligible.

Participation: Not to exceed 60 months.

Rate of Return: Actual net rate of investment return.

The DROP balance as September 30, 2015 is \$810,871.

NET PENSION LIABILITY OF THE SPONSOR

The components of the Net Pension Liability of the Sponsor on September 30, 2015 were as follows:

Total Pension Liability	\$ 40,127,193
Plan Fiduciary Net Position	\$ (23,075,823)
Sponsor's Net Pension Liability	<u>\$ 17,051,370</u>
Plan Fiduciary Net Position as a percentage of Total Pension Liability	57.51%

Actuarial Assumptions:

The Total Pension Liability was determined by an actuarial valuation as of October 1, 2014 updated to September 30, 2015 using the following actuarial assumptions:

Inflation	3.50%
Salary Increases	4.00% - 7.00%
Discount Rate	7.80%
Investment Rate of Return	7.80%

Mortality Rate: RP-2000 Table with no projection. Disabled lives set forward 5 years. Based upon other studies of municipal Firefighters, we feel this assumption sufficiently accommodates future mortality improvements.

The Long-Term Expected Rate of Return on Pension Plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of Pension Plan investment expenses and inflation) are developed for each major asset class.

These ranges are combined to produce the Long-Term Expected Rate of Return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

Best estimates of arithmetic real rates of return for each major asset class included in the Pension Plan's target asset allocation as of September 30, 2015 are summarized in the following table:

Asset Class	Long Term Expected Real Rate of Return
Domestic Equity	8.0%
International Equity	3.0%
Bonds	4.4%
Convertibles	6.4%
Private Real Estate	4.6%
REITS	7.0%

Discount Rate:

The Discount Rate used to measure the Total Pension Liability was 7.80 percent.

The projection of cash flows used to determine the Discount Rate assumed that Plan Member contributions will be made at the current contribution rate and that Sponsor contributions will be made at rates equal to the difference between actuarially determined contribution rates and the Member rate. Based on those assumptions, the Pension Plan's Fiduciary Net Position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the Long-Term Expected Rate of Return on Pension Plan investments was applied to all periods of projected benefit payments to determine the Total Pension Liability.

	1% Decrease 6.80%	Current Discount Rate 7.80%	1% Increase 8.80%
Sponsor's Net Pension Liability	\$ 21,710,299	\$ 17,051,370	\$ 13,164,662

GASB 67

SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS
Last 10 Fiscal Years

	<u>09/30/2015</u>	<u>09/30/2014</u>	<u>09/30/2013</u>
Total Pension Liability			
Service Cost	411,997	379,866	352,054
Interest	2,987,593	2,934,569	2,906,978
Changes of benefit terms	-	-	-
Differences between Expected and Actual Experience	(20,660)	-	-
Changes of assumptions	420,007	-	-
Benefit Payments, including Refunds of Employee Contributions	<u>(2,154,771)</u>	<u>(3,195,972)</u>	<u>(2,679,197)</u>
Net Change in Total Pension Liability	1,644,166	118,463	579,834
Total Pension Liability - Beginning	<u>38,483,027</u>	<u>38,364,564</u>	<u>37,784,730</u>
Total Pension Liability - Ending (a)	<u><u>\$ 40,127,193</u></u>	<u><u>\$ 38,483,027</u></u>	<u><u>\$ 38,364,564</u></u>
Plan Fiduciary Net Position			
Contributions - Employer	2,321,223	2,911,058	2,147,607
Contributions - State	391,117	386,195	362,213
Contributions - Employee	182,394	176,907	126,353
Net Investment Income	218,115	1,715,914	1,612,796
Benefit Payments, including Refunds of Employee Contributions	(2,154,771)	(3,195,972)	(2,679,197)
Administrative Expense	<u>(77,530)</u>	<u>(53,503)</u>	<u>(54,796)</u>
Net Change in Plan Fiduciary Net Position	880,548	1,940,599	1,514,976
Plan Fiduciary Net Position - Beginning	<u>22,195,275</u>	<u>20,254,676</u>	<u>18,739,700</u>
Plan Fiduciary Net Position - Ending (b)	<u><u>\$ 23,075,823</u></u>	<u><u>\$ 22,195,275</u></u>	<u><u>\$ 20,254,676</u></u>
Net Pension Liability - Ending (a) - (b)	<u><u>\$ 17,051,370</u></u>	<u><u>\$ 16,287,752</u></u>	<u><u>\$ 18,109,888</u></u>
Plan Fiduciary Net Position as a percentage of the Total Pension Liability	57.51%	57.68%	52.80%
Covered Employee Payroll*	\$ 2,571,913	\$ 2,247,991	\$ 2,092,775
Net Pension Liability as a percentage of Covered Employee Payroll	662.98%	724.55%	865.35%

Notes to Schedule:*Changes of assumptions:*

For fiscal year 2015, amounts reported as changes of assumptions were resulted from lowering the investment rate of return from 7.9% to 7.8%.

* For the 2013 and 2014 Fiscal years, the Covered Employee Payroll figures were based on Pensionable Salary.

SCHEDULE OF CONTRIBUTIONS

Last 10 Fiscal Years

	09/30/2015	09/30/2014	09/30/2013
Actuarially Determined Contribution	2,691,757	2,888,498	2,303,358
Contributions in relation to the Actuarially			
Determined Contributions	2,712,340	3,190,654	2,303,358
Contribution Deficiency (Excess)	\$ (20,583)	\$ (302,156)	\$ -
Covered Employee Payroll*	\$ 2,571,913	\$ 2,247,991	\$ 2,092,775
Contributions as a percentage of Covered			
Employee Payroll	105.46%	141.93%	110.06%

* For the 2013 and 2014 Fiscal years, the Covered Employee Payroll figures were based on Pensionable Salary.

Notes to Schedule

Valuation Date: 10/01/2013

Actuarially determined contribution rates are calculated as of October 1, two years prior to the end of the fiscal year in which contributions are reported.

Methods and assumptions used to determine contribution rates:

Actuarial Cost Method: Entry Age Normal.
Amortization Method: Level Percentage of Pay, Closed.
Remaining Amortization Period: 29 Years (as of 10/01/2013).
Mortality: RP-2000 Table with no projection. Based on a study of over 650 public safety funds, this table reflects a 10% margin for future mortality improvements. (Disabled lives set forward 5 years).
Termination Rates: See table on following page (1304A).
Disability Rates: See table on following page (1207). It is assumed that 75% of disablements are service related.

Retirement Rates "Frozen Benefit":
Old Normal Retirement Date 30%
Old Normal Retirement Date + 1 15%
Old Normal Retirement Date + 2 15%
Old Normal Retirement Date + 3 15%
Old Normal Retirement Date + 4 15%
Old Normal Retirement Date + 5 100%

Retirement Rates Benefits accrued after 09/25/12: New Normal Retirement Date 100%.
Interest Rate: 8.0% per year compounded annually, net of investment related expenses.
Inflation: 3.5% per year.

Salary Increases:	Years of Service	Rate
	Under 5	7.00%
	5 to 9	6.00%
	10 to 14	5.00%
	15 or more	4.00%

Payroll Growth: 5% per year. (0.27% for 10/1/12).

Cost-of-Living Increase "Frozen Benefit": At least 20 years at retirement: 3% per year beginning 5 years after retirement. Otherwise, 1% per year beginning 1 year after retirement.

Cost-of-Living Increase "Future Service Piece": At least 25 years at retirement (or 20 years if first eligible for Normal Retirement at 55 & 10): 2.5% per year beginning in 2026 and the later of 8 years after retirement and age 59.5.

Cost-of-Living Increase "Hired after 12/4/12": No cost-of-living adjustment.

GASB 67

Asset Valuation Method:

Each year, the prior Actuarial Value of Assets is brought forward utilizing the historical geometric 4-year average Market Value return. It is possible that over time this technique will produce an insignificant bias above or below Market Value.

Termination and Disability Rate Table:

Age	% Becoming Disabled During the Year	% Terminating During the Year
20	0.07%	9.30%
30	0.11%	7.88%
40	0.19%	4.28%
50	0.51%	1.13%

SCHEDULE OF INVESTMENT RETURNS
Last 10 Fiscal Years

	<u>09/30/2015</u>	<u>09/30/2014</u>	<u>09/30/2013</u>
Annual Money-Weighted Rate of Return Net of Investment Expense	0.98%	8.54%	8.63%

NOTES TO THE FINANCIAL STATEMENTS

(For the Year Ended September 30, 2016)

General Information about the Pension Plan

Plan Description

The Plan is a single-employer defined benefit pension plan administered by the Plan's Board of Trustees comprised of:

- a) Two City Council appointees,
- b) Two Members of the Plan elected by a majority of the other covered Firefighters, and
- c) A fifth Member elected by the other 4 and appointed by the City Council.

Each person employed by the City Fire Department as a full-time Firefighter (including volunteer Firefighters) becomes a member of the System as a condition of his employment. All Firefighters are therefore eligible for plan benefits as provided for in the plan document and by applicable law.

Plan Membership as of October 1, 2014:

Inactive Plan Members or Beneficiaries Currently Receiving Benefits	51
Inactive Plan Members Entitled to But Not Yet Receiving Benefits	3
Active Plan Members	53
	107

Benefits Provided

The Plan provides retirement, termination, disability and death benefits.

Normal Retirement:

Eligibility: Prior to 9/25/2012: Earlier of: 1) Age 50 and 10 years of Credited Service, or 2) the completion of 20 years of Credited Service, regardless of age.

Eligibility: On and After 9/25/2012: Earlier of 1) Age 55 and 10 years of Credited Service, or 2) the completion of 25 years of Credited Service, regardless of age. Benefits accrued prior to 9/25/2012 will utilize the prior Normal Retirement eligibility criteria.

Eligibility: Hired after 12/4/2012: Earlier of 1) Age 55 and 10 years of Credited Service, or 2) Age 52 and 25 years of Credited Service.

Benefit Amount: Hired before 12/4/2012: 3.00% of Average Final Compensation times Credited Service. The maximum benefit (including any supplement) is the lesser of 90% of Average Final Compensation and \$95,000.

Benefit: Hired after 12/4/2012: 2.50% of Average Final Compensation times Credited Service. The maximum benefit is the lesser of 80% of Average Final Compensation and \$95,000. In no event shall the benefit be less than 2.00% of Average Final Compensation times Credit Service.

Early Retirement:

Eligibility: Age 50 and 10 years of Credited Service.

Benefit Amount: Benefit determined as for Normal Retirement actuarially reduced to reflect early payment.

Supplemental Benefit:

Normal and Early service retirees after September 25, 2012, who have completed at least 25 years of Credited Service, receive an additional \$20 monthly benefit for each year of service, to a maximum of \$500.

Cost of Living Adjustment:

Effective October 1, 2003, all current and future retirees receiving benefits, including disability retirees and terminated vested persons and their beneficiaries or joint annuitants, will receive an annual increase in benefits (excluding the Supplemental Benefit) as follows:

Benefits accrued prior to 1/1/2013:

- a) For retirees who retired before October 1, 2003 and completed at least 19 years of Credited Service, the annual increase will be 3.00% commencing upon the 61st month following retirement.
- b) For retirees who retire on or after October 1, 2003 and complete at least 20 years of Credited Service, the annual increase will be 3.00% commencing upon the 61st month following retirement.
- c) For all other current and future retirees not described in (a) or (b) above, the annual increase shall be 1.00% and shall begin on the January 1st following one full year of retirement.

Benefits accrued on or after 1/1/2013:

For retirees who completed at least 25 years of Credited Service (or 20 years of Credited Service if first eligible for Normal Retirement at age 55 and 10 years of service), the annual increase shall be the lesser of 3.00% or the amount granted for Social Security benefits. The COLA would only be given in years that the Plan met or exceeded the actuarial assumptions, and also only when the GASB 25 Funded Ratio is above 80.00%. The COLA begins the later of 8 years after retirement and age 59.5.

Members hired after 12/4/12: None.

Disability:

Eligibility:

- a) 10 years of contributing service for non-service related; coverage from date of hire for service-incurred.
- b) Total and permanent disability as determined by the Board.

Benefit Amount Non-Service connected: Benefit computed as for Normal Retirement.

Benefit Amount Service Connected: Benefit computed as for Normal Retirement, but not less than 42% of Average Final Compensation.

Vesting (Termination):

Less than 10 years - Refund of Accumulated Member Contributions.

10 or more years - Accrued benefit payable at the otherwise Normal Retirement Date, or Refund of Member Contributions.

Pre-Retirement Death Benefits:

Vested or eligible for retirement: Beneficiary receives accrued pension payable for 10 years at otherwise Early or Normal Retirement Date (or actuarially reduced benefit payable for 10 years at the option of the Beneficiary).

Non-vested: Refund of Accumulated Member Contributions.

Contributions

Employee: 7.50% of Salary. 8.00% of Salary for Members hired after 12/4/2012.

Premium Tax: 1.85% tax on applicable insurance policies.

City: Remaining amount necessary for payment of Normal (current year's) Cost and amortization of the accrued past service as provided by Chapter 112, Part VII, Florida Statutes.

GASB 68

Net Pension Liability

The measurement date is September 30, 2015.

The measurement period for the pension expense was October 1, 2014 to September 30, 2015.

The reporting period is October 1, 2015 through September 30, 2016.

The Sponsor's Net Pension Liability was measured as of September 30, 2015.

The Total Pension Liability used to calculate the Net Pension Liability was determined as of that date.

Actuarial Assumptions:

The Total Pension Liability was determined by an actuarial valuation as of October 1, 2014 updated to September 30, 2015 using the following actuarial assumptions:

Inflation	3.50%
Salary Increases	4.00% - 7.00%
Discount Rate	7.80%
Investment Rate of Return	7.80%

Mortality Rate: RP-2000 Table with no projection. Disabled lives set forward 5 years. Based upon other studies of municipal Firefighters, we feel this assumption sufficiently accommodates future mortality improvements.

The Long-Term Expected Rate of Return on Pension Plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, Net of Pension Plan investment expenses and inflation) are developed for each major asset class.

These ranges are combined to produce the Long-Term Expected Rate of Return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

Best estimates of arithmetic real rates of return for each major asset class included in the Pension Plan's target asset allocation as of September 30, 2015 are summarized in the following table:

Asset Class	Target Allocation	Long Term Expected Real Rate of Return
Domestic Equity	35%	8.0%
International Equity	15%	3.0%
Bonds	30%	4.4%
Convertibles	10%	6.4%
Private Real Estate	5%	4.6%
REITS	5%	7.0%
Total	100%	

Discount Rate:

The Discount Rate used to measure the Total Pension Liability was 7.80 percent.

The projection of cash flows used to determine the Discount Rate assumed that Plan Member contributions will be made at the current contribution rate and that Sponsor contributions will be made at rates equal to the difference between actuarially determined contribution rates and the Member rate. Based on those assumptions, the Pension Plan's Fiduciary Net Position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the Long-Term Expected Rate of Return on Pension Plan investments was applied to all periods of projected benefit payments to determine the Total Pension Liability.

CHANGES IN NET PENSION LIABILITY

	Increase (Decrease)		
	Total Pension Liability	Plan Fiduciary Net Position	Net Pension Liability
	(a)	(b)	(a)-(b)
Reporting Period Ending September 30, 2015	\$ 38,483,027	\$ 22,195,275	\$ 16,287,752
Changes for a Year:			
Service Cost	411,997	-	411,997
Interest	2,987,593	-	2,987,593
Differences between Expected and Actual Experience	(20,660)	-	(20,660)
Changes of assumptions	420,007	-	420,007
Changes of benefit terms	-	-	-
Contributions - Employer	-	2,321,223	(2,321,223)
Contributions - State	-	391,117	(391,117)
Contributions - Employee	-	182,394	(182,394)
Net Investment Income	-	218,115	(218,115)
Benefit Payments, including Refunds of Employee Contributions	(2,154,771)	(2,154,771)	-
Administrative Expense	-	(77,530)	77,530
Net Changes	1,644,166	880,548	763,618
Reporting Period Ending September 30, 2016	\$ 40,127,193	\$ 23,075,823	\$ 17,051,370

Sensitivity of the Net Pension Liability to changes in the Discount Rate.

	Current Discount		
	1% Decrease	Rate	1% Increase
	6.80%	7.80%	8.80%
Sponsor's Net Pension Liability	\$ 21,710,299	\$ 17,051,370	\$ 13,164,662

Pension Plan Fiduciary Net Position.

Detailed information about the pension Plan's Fiduciary Net Position is available in a separately issued Plan financial report.

PENSION EXPENSE AND DEFERRED OUTFLOWS OF RESOURCES AND DEFERRED INFLOWS OF RESOURCES RELATED TO PENSIONS

For the year ended September 30, 2016, the Sponsor will recognize a Pension Expense of \$1,885,914.

On September 30, 2016, the Sponsor reported Deferred Outflows of Resources and Deferred Inflows of Resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between Expected and Actual Experience	-	16,528
Changes of assumptions	336,005	-
Net difference between Projected and Actual Earnings on Pension Plan investments	1,185,031	-
Employer and State Contributions subsequent to the measurement date	-	-
Total	<u>\$ 1,521,036</u>	<u>\$ 16,528</u>

The outcome of the Deferred Outflows of resources related to pensions resulting from Employer and State Contributions subsequent to the measurement date will be recognized as a reduction of the net Pension Liability in the year ended September 30, 2016.

Other amounts reported as Deferred Outflows of Resources and Deferred Inflows of Resources related to pensions will be recognized in Pension Expense as follows:

Year ended September 30:	
2017	\$ 370,781
2018	\$ 370,781
2019	\$ 370,781
2020	\$ 392,165
2021	\$ -
Thereafter	\$ -

GASB 68

SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS

Last 10 Fiscal Years

Reporting Period Ending Measurement Date	09/30/2016 09/30/2015	09/30/2015 09/30/2014	09/30/2014 09/30/2013
Total Pension Liability			
Service Cost	411,997	379,866	352,054
Interest	2,987,593	2,934,569	2,906,978
Changes of benefit terms	-	-	-
Differences between Expected and Actual Experience	(20,660)	-	-
Changes of assumptions	420,007	-	-
Benefit Payments, including Refunds of Employee Contributions	(2,154,771)	(3,195,972)	(2,679,197)
Net Change in Total Pension Liability	1,644,166	118,463	579,834
Total Pension Liability - Beginning	38,483,027	38,364,564	37,784,730
Total Pension Liability - Ending (a)	<u>\$ 40,127,193</u>	<u>\$ 38,483,027</u>	<u>\$ 38,364,564</u>
Plan Fiduciary Net Position			
Contributions - Employer	2,321,223	2,911,058	2,147,607
Contributions - State	391,117	386,195	362,213
Contributions - Employee	182,394	176,907	126,353
Net Investment Income	218,115	1,715,914	1,612,796
Benefit Payments, including Refunds of Employee Contributions	(2,154,771)	(3,195,972)	(2,679,197)
Administrative Expense	(77,530)	(53,503)	(54,796)
Net Change in Plan Fiduciary Net Position	880,548	1,940,599	1,514,976
Plan Fiduciary Net Position - Beginning	22,195,275	20,254,676	18,739,700
Plan Fiduciary Net Position - Ending (b)	<u>\$ 23,075,823</u>	<u>\$ 22,195,275</u>	<u>\$ 20,254,676</u>
Net Pension Liability - Ending (a) - (b)	<u>\$ 17,051,370</u>	<u>\$ 16,287,752</u>	<u>\$ 18,109,888</u>
Plan Fiduciary Net Position as a percentage of the Total Pension Liability	57.51%	57.68%	52.80%
Covered Employee Payroll*	\$ 2,571,913	\$ 2,247,991	\$ 2,092,775
Net Pension Liability as a percentage of Covered Employee Payroll	662.98%	724.55%	865.35%

Notes to Schedule:*Changes of assumptions:*

For Reporting Period Ending year 2016, amounts reported as changes of assumptions were resulted from lowering the investment rate of return from 7.9% to 7.8%.

* For the 2014 and 2015 Reporting Period Ending years, the Covered Employee Payroll figures were based on Pensionable Salary.

SCHEDULE OF CONTRIBUTIONS

Last 10 Fiscal Years

Reporting Period Ending	09/30/2016	09/30/2015	09/30/2014
Measurement Date	09/30/2015	09/30/2014	09/30/2013
Actuarially Determined Contribution	2,691,757	2,888,498	2,303,358
Contributions in relation to the Actuarially Determined Contributions	2,712,340	3,190,654	2,303,358
Contribution Deficiency (Excess)	\$ (20,583)	\$ (302,156)	\$ -
Covered Employee Payroll	\$ 2,571,913	\$ 2,247,991 *	\$ 2,092,775 *
Contributions as a percentage of Covered Employee Payroll	105.46%	141.93%	110.06%

* For the 2013 and 2014 Fiscal years, the Covered Employee Payroll figures were based on Pensionable Salary.

Notes to Schedule

Valuation Date: 10/01/2013
Actuarially determined contribution rates are calculated as of October 1, two years prior to the end of the fiscal year in which contributions are reported.

Methods and assumptions used to determine contribution rates:

Actuarial Cost Method:	Entry Age Normal.												
Amortization Method:	Level Percentage of Pay, Closed.												
Remaining Amortization Period:	29 Years (as of 10/01/2013).												
Mortality:	RP-2000 Table with no projection. Based on a study of over 650 public safety funds, this table reflects a 10% margin for future mortality improvements. (Disabled lives set forward 5 years).												
Termination Rates:	See table on following page (1304A).												
Disability Rates:	See table on following page (1207). It is assumed that 75% of disablements are service related.												
Retirement Rates "Frozen Benefit":	<table> <tr> <td>Old Normal Retirement Date</td><td>30%</td></tr> <tr> <td>Old Normal Retirement Date + 1</td><td>15%</td></tr> <tr> <td>Old Normal Retirement Date + 2</td><td>15%</td></tr> <tr> <td>Old Normal Retirement Date + 3</td><td>15%</td></tr> <tr> <td>Old Normal Retirement Date + 4</td><td>15%</td></tr> <tr> <td>Old Normal Retirement Date + 5</td><td>100%</td></tr> </table>	Old Normal Retirement Date	30%	Old Normal Retirement Date + 1	15%	Old Normal Retirement Date + 2	15%	Old Normal Retirement Date + 3	15%	Old Normal Retirement Date + 4	15%	Old Normal Retirement Date + 5	100%
Old Normal Retirement Date	30%												
Old Normal Retirement Date + 1	15%												
Old Normal Retirement Date + 2	15%												
Old Normal Retirement Date + 3	15%												
Old Normal Retirement Date + 4	15%												
Old Normal Retirement Date + 5	100%												
Retirement Rates Benefits accrued after 09/25/12:	New Normal Retirement Date 100%.												
Interest Rate:	8.0% per year compounded annually, net of investment related expenses.												
Inflation:	3.5% per year.												
Salary Increases:	<table> <tr> <th>Years of Service</th><th>Rate</th></tr> <tr> <td>Under 5</td><td>7.00%</td></tr> <tr> <td>5 to 9</td><td>6.00%</td></tr> <tr> <td>10 to 14</td><td>5.00%</td></tr> <tr> <td>15 or more</td><td>4.00%</td></tr> </table>	Years of Service	Rate	Under 5	7.00%	5 to 9	6.00%	10 to 14	5.00%	15 or more	4.00%		
Years of Service	Rate												
Under 5	7.00%												
5 to 9	6.00%												
10 to 14	5.00%												
15 or more	4.00%												
Payroll Growth:	5% per year. (0.27% for 10/1/12).												

GASB 68

Cost-of-Living Increase "Frozen Benefit":	At least 20 years at retirement: 3% per year beginning 5 years after retirement. Otherwise, 1% per year beginning 1 year after retirement.
Cost-of-Living Increase "Future Service Piece":	At least 25 years at retirement (or 20 years if first eligible for Normal Retirement at 55 & 10): 2.5% per year beginning in 2026 and the later of 8 years after retirement and age 59.5.
Cost-of-Living Increase "Hired after 12/4/12":	No cost-of-living adjustment.
Asset Valuation Method:	Each year, the prior Actuarial Value of Assets is brought forward utilizing the historical geometric 4-year average Market Value return. It is possible that over time this technique will produce an insignificant bias above or below Market Value.

Termination and Disability Rate Table:

Age	% Becoming Disabled During the Year	% Terminating During the Year
20	0.07%	9.30%
30	0.11%	7.88%
40	0.19%	4.28%
50	0.51%	1.13%

FINAL COMPONENTS OF PENSION EXPENSE
FISCAL YEAR SEPTEMBER 30, 2015

	Net Pension Liability	Deferred Inflows	Deferred Outflows	Pension Expense
Beginning balance	\$ 18,109,888	\$ -	\$ 3,297,253	\$ -
Employer and State Contributions made after 09/30/2014	-	-	2,712,340	-
Total Pension Liability Factors:				
Service Cost	379,866	-	-	379,866
Interest	2,934,569	-	-	2,934,569
Changes in benefit terms	-	-	-	-
Differences between Expected and Actual Experience with regard to economic or demographic assumptions	-	-	-	-
Current year amortization of experience difference	-	-	-	-
Change in assumptions about future economic or demographic factors or other inputs	-	-	-	-
Current year amortization of change in assumptions	-	-	-	-
Benefit Payments	(3,195,972)	-	-	(3,195,972)
Net change	118,463	-	2,712,340	118,463
Plan Fiduciary Net Position:				
Contributions - Employer	2,911,058	-	(2,911,058)	-
Contributions - State	386,195	-	(386,195)	-
Contributions - Employee	176,907	-	-	(176,907)
Net Investment Income	1,608,994	-	-	(1,608,994)
Difference between projected and actual earnings on Pension Plan investments	106,920	106,920	-	-
Current year amortization	-	(21,384)	-	(21,384)
Benefit Payments	(3,195,972)	-	-	3,195,972
Administrative Expenses	(53,503)	-	-	53,503
Net change	1,940,599	85,536	(3,297,253)	1,442,190
Ending Balance	\$ 16,287,752	\$ 85,536	\$ 2,712,340	\$ 1,560,653

PRELIMINARY COMPONENTS OF PENSION EXPENSE
FISCAL YEAR SEPTEMBER 30, 2016

	Net Pension Liability	Deferred Inflows	Deferred Outflows	Pension Expense
Beginning balance	\$ 16,287,752	\$ 85,536	\$ 2,712,340	\$ -
Employer and State Contributions made after 09/30/2015	-	-	TBD*	-
Total Pension Liability Factors:				
Service Cost	411,997	-	-	411,997
Interest	2,987,593	-	-	2,987,593
Changes in benefit terms	-	-	-	-
Differences between Expected and Actual Experience with regard to economic or demographic assumptions	(20,660)	20,660	-	-
Current year amortization of experience difference	-	(4,132)	-	(4,132)
Change in assumptions about future economic or demographic factors or other inputs	420,007	-	420,007	-
Current year amortization of change in assumptions	-	-	(84,002)	84,002
Benefit Payments	(2,154,771)	-	-	(2,154,771)
Net change	<u>1,644,166</u>	<u>16,528</u>	<u>336,005</u>	<u>1,324,689</u>
Plan Fiduciary Net Position:				
Contributions - Employer	2,321,223	-	(2,321,223)	-
Contributions - State	391,117	-	(391,117)	-
Contributions - Employee	182,394	-	-	(182,394)
Net Investment Income	1,779,593	-	-	(1,779,593)
Difference between projected and actual earnings on Pension Plan investments	(1,561,478)	-	1,561,478	-
Current year amortization	-	(21,384)	(312,295)	290,911
Benefit Payments	(2,154,771)	-	-	2,154,771
Administrative Expenses	(77,530)	-	-	77,530
Net change	<u>880,548</u>	<u>(21,384)</u>	<u>(1,463,157)</u>	<u>561,225</u>
Ending Balance	<u>\$ 17,051,370</u>	<u>\$ 80,680</u>	<u>TBD</u>	<u>\$ 1,885,914</u>

* Employer Contributions subsequent to the measurement date made after September 30, 2015 but made on or before September 30, 2016 needs to be added.



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City of Port Orange

Police Pension Fund

Actuarial Valuation as of October 1, 2015



February 11, 2016

REPORT TO DETERMINE MINIMUM FUNDING REQUIREMENTS
FOR THE PLAN AND FISCAL YEAR
ENDING SEPTEMBER 30, 2017

DRAFT



February 11, 2016

Board of Trustees
City of Port Orange Police Pension Fund
Port Orange, Florida

RE: Actuarial Valuation as of October 1, 2015

Dear Board Members:

We are pleased to present the actuarial valuation as of October 1, 2015 for the City of Port Orange Police Pension Fund (the Plan). This report provides a review of the current funded status of the Plan, establishes the minimum funding requirements for the fiscal year ending September 30, 2017 and provides an analysis of experience since the last valuation. In addition to providing the summary and derivation of actuarial findings, this report describes the data, assumptions, and methods used to create these results.

Statement by Enrolled Actuary:

"This actuarial valuation and/or cost determination was prepared and completed by me or under my direct supervision, and I acknowledge responsibility for the results. To the best of my knowledge, the results are complete and accurate, and in my opinion, the techniques and assumptions used are reasonable and meet the requirements and intent of Part VII, Chapter 112, Florida Statutes. There is no benefit or expense to be provided by the plan and/or paid from the plan's assets for which liabilities or current costs have not been established or otherwise taken into account in the valuation. All known events or trends which may require a material increase in plan costs or required contribution rates have been taken into account in the valuation."

We look forward to the presentation of these results to you in person and we are always available to answer any questions you may have.

Sincerely,

A handwritten signature in black ink, appearing to read "Chad M. Little".

Chad M. Little, ASA, EA
Partner, Consulting Actuary
Enrollment Number 14-6619

A handwritten signature in black ink, appearing to read "Paula C. Freiman".

Paula C. Freiman, ASA, EA
Partner, Consulting Actuary
Enrollment Number 14-5796

DRAFT

Table of Contents

Board Summary	1
Summary of Principal Valuation Results	1
Summary of Significant Events	2
Results Derivation	5
Financial Information	5
Present Value of Benefits	10
Accrued Liability	11
Normal Cost – Entry Age Normal	12
Unfunded Accrued Liability	13
Minimum Funding Requirements	16
Reconciliation of Unfunded Accrued Liability	17
Reconciliation of City Minimum Required Contribution	18
Accounting Information	19
Information Required by GASB 67/68	19
Statement of Accumulated Plan Benefits (FASB 35)	20
Other Disclosures Required by the State of Florida	20
Required Disclosure Under F.S. 112.664(1)	21
Required Disclosure Under F.S. 112.664(2)(b)2.	22
Supplementary Information	23
Summary of Participant Data	23
Outline of Plan Provisions	27
Description of Assumptions and Methods	31
Glossary of Actuarial Terms	33

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Section

1

Board Summary

This report presents the results of the October 1, 2015 actuarial valuation of the City of Port Orange Police Pension Fund (the Plan).

Summary of Principal Valuation Results

A summary of the key valuation findings as of October 1, 2015 are compared with the results of the prior valuation below.

Fiscal Year Ending September 30,	2016	2017
Total Minimum Funding Requirement (City plus State)	\$3,054,694	\$3,214,965
As a Percent of Payroll	69.17%	66.03%
Estimated State Contribution	\$331,402	\$345,822
As a Percent of Payroll	7.50%	7.10%
Estimated Minimum Required City Contribution	\$2,723,292	\$2,869,143
As a Percent of Payroll	61.67%	58.93%
Valuation Date October 1,	2014	2015
Accrued Liability (AL)	\$43,053,514	\$44,875,797
Actuarial Value of Assets	<u>27,496,457</u>	<u>29,301,979</u>
Unfunded Accrued Liability (UAL)	\$15,557,057	\$15,573,818
Funded Percentage	63.87%	65.30%
Valuation Date October 1,	2014	2015
Assumed Rate of Investment Return	7.75%	7.65%
Individual Salary Increases	7.5 %	7.5 %
Long-term Payroll Inflation	3.5 %	3.5 %
Payroll Inflation for Amortization of Unfunded	1.0 %	1.0 %
Funding Method	Entry Age	Entry Age

Note: We recommend the deposit of at least the minimum required contributions as a dollar amount shown above.

Summary of Significant Events

Determination of the funded status of the Plan and minimum funding requirements are based on participant data, asset information, Plan provisions, actuarial methods and assumptions, as well as contributions made to the Plan by the State of Florida. Any significant events associated with these items are discussed in the following.

Participant Data

The number of active members increased from 80 to 85 with an increase of 10% in the payroll expected for the 12 month period beginning on the valuation date, in comparison to the 1% payroll growth used to amortize the unfunded accrued liability in the prior valuation and the 3.5% inflation expected in total payroll to the next valuation date. The average annual payroll growth for the last ten years is shown below.

Valuation Date	Payroll Increase
10/01/2006	8 %
10/01/2007	2 %
10/01/2008	0 %
10/01/2009	8 %
10/01/2010	(19)%
10/01/2011	(3)%
10/01/2012	11 %
10/01/2013	10 %
10/01/2014	5 %
10/01/2015	10 %
10-Year Average	3 %

There was a demographic loss on the actuarial accrued liability. As a result of a payroll audit, we have noted that while corrected pay has been used in this valuation, any employee contributions due to the Plan have not yet been accounted for in the valuation.

The following table provides the details of actuarial gains and losses by source since October 1, 2006, the date of the last experience review of the Plan. We recommend an experience review be performed. In general, should a pattern of consistent gains or losses develop, assumptions may require revision.

Valuation Date		Total	Investment Related	Demographic
10/01/2007	Actuarial Loss	1,227,859	(278,370)	1,506,229
10/01/2008	Actuarial Loss	2,599,494	2,579,310	20,184
10/01/2009	Actuarial Loss	1,538,368	661,567	880,810
10/01/2010	Actuarial Loss	121,763	591,163	(469,400)
10/01/2011	Actuarial Loss	190,481	805,498	(615,017)
10/01/2012	Actuarial Loss	680,484	578,926	101,558
10/01/2013	Actuarial Gain	(181,623)	(255,604)	73,981
10/01/2014	Actuarial Loss	278,366	(279,250)	557,616
10/01/2015	Actuarial Loss	801,046	191,273	609,773

The City will providing adjusted service dates in the future to reflect the dates that contributions began for active members. These dates have not yet been received and will be incorporated in a future valuation.

Assets

Whereas the assets were assumed to achieve a 7.75% investment return net of expenses, the return on the market value of assets was (0.1)% producing a loss on a market value basis. Due to the smoothing method used to produce the actuarial value of assets which recognizes market value gains and losses over a five year period, a 7.0% return was achieved on the actuarial value of assets such that an actuarial investment related loss was experienced for the year ended September 30, 2015. The following provides a summary of the actual return on investments for the 12 month periods ending on the date specified.

	Year Ended 9/30	Market Investment Return	Actuarial Investment Return	Assumed Net Return
1	1996	13.1 %	13.1 %	8.50%
2	1997	18.4 %	18.4 %	8.50%
3	1998	3.7 %	3.7 %	8.50%
4	1999	8.2 %	8.2 %	8.50%
5	2000	11.4 %	11.4 %	8.50%
6	2001	(11.3)%	(11.3)%	8.50%
7	2002	(7.3)%	(7.3)%	8.50%
8	2003	21.0 %	21.0 %	8.50%
9	2004	8.1 %	8.1 %	8.50%
10	2005	7.7 %	7.7 %	8.50%
11	2006	6.2 %	6.2 %	8.50%
12	2007	10.6 %	10.6 %	8.00%
13	2008	(12.1)%	(12.1)%	8.00%
14	2009	8.2 %	3.3 %	8.00%
15	2010	8.4 %	4.2 %	8.00%
16	2011	(0.6)%	3.4 %	8.00%
17	2012	17.5 %	5.0 %	8.00%
18	2013	11.1 %	8.9 %	7.75%
19	2014	7.6 %	8.8 %	7.75%
20	2015	(0.1)%	7.0 %	7.75%
20-Year Average		6.1 %	5.6 %	8.24 %
10-Year Average		5.4 %	4.3 %	7.97 %

The average return on the Market Value of Assets has been 6.1%, when looking over the last 20 valuations performed and 5.4% over the last 10 years, as shown above.

Net investment returns less than the assumed rate of return result in increased annual minimum required contributions. The net assumed investment return was revised to 7.65% for the October 1, 2015 actuarial valuation of the Plan.

Plan Provisions

Ordinance No. 2015-32 was adopted effective September 22, 2015 allows for the police chief to opt out of the Plan by written election within 30 days following employment. The impact statement dated

September 8, 2015 indicated as the proposed change only affects future hires, the total amount of benefits payable under the Plan to current members is not anticipated to be affected by this change in Plan provisions such that there is no material impact to the cost of Plan.

Ordinance No. 2015-38 was adopted effective December 1, 2015 to re-insert the \$95,000 annual benefit limit to reflect the actual plan provisions. The impact statement dated July 23, 2015 indicated that the \$95,000 annual benefit limit was put in place in 2011 and has been included in the determination of Plan liabilities since that time although it had been inadvertently removed from the code by a subsequent ordinance. There is no change in liability for this ordinance.

Methods

There have been no changes in methods since the prior valuation of the Plan.

Whereas unfunded accrued liability which arises from changes in Plan provisions, actuarial assumptions, or changes in methods were amortized over 30 years and unfunded accrued liability which arises from actuarial gains or losses was amortized over 15 years in the actuarial valuation as of October 1, 2014, all new unfunded accrued liability bases are amortized over a 25 year period effective with the October 1, 2015 actuarial valuation.

Assumptions

The mortality table continues to be the RP-2000 Combined Mortality Table. Scale AA has been applied to reflect mortality improvements to the valuation year.

The net assumed investment return was revised from 7.75% used in the October 1, 2014 actuarial valuation to 7.65% for the October 1, 2015 actuarial valuation of the Plan.

State Contributions

The Estimated Minimum Required City Contribution assumes that the premium tax money received from the State will be in the same amount received in the prior year. Should the amount received in the fiscal years ending September 30, 2016 and 2017 be less than expected, the City will need to contribute any potential shortfall to the Plan.

Section

2

Results Derivation

In this section, the assets and liabilities of the Plan are shown in detail. Assets and liabilities are then compared to determine the funded status and minimum funding requirements. Finally, analysis is performed to explain movement in results from the prior valuation.

While asset information is based on the fair market value of assets, along with any techniques used to smooth out market fluctuations, liabilities are determined through a combination of the benefit provisions, participant census data which contains information for the members who will receive those benefits, and the methods and assumptions used with regard to how benefits will be paid to members. A summary of participant data, an outline of the benefit provisions, and a description of the methods and assumptions used in this valuation are described in Section 4.

Financial Information

Over the life of the Plan, the majority of assets are typically generated from investment return. In this section, we describe how the assets of the Plan are invested, show how the actuarial value of assets is derived, and review the investment results since the prior valuation.

Investment Allocation

Valuation Date	October 1, 2014		October 1, 2015	
Government agency obligations	\$3,882,735	14%	\$4,361,574	15%
Corporate and municipal debt obligations	3,051,605	11%	2,953,713	10%
Corporate equity securities	15,062,297	53%	14,096,648	51%
Partnership securities	2,755,879	10%	2,668,971	9%
Mutual funds	1,264,813	4%	1,553,545	6%
Real estate investments	1,672,729	6%	1,983,716	7%
Cash and cash equivalents	586,319	2%	31,709	0%
Net receivables	<u>18,523</u>	<u>0%</u>	<u>507,522</u>	<u>2%</u>
Fair Market Value of Assets	\$28,294,900	100%	\$28,157,398	100%

Reconciliation of Market Value of Assets

Year Ending September 30,	2014	2015
1. Market Value of Assets Beginning of Year		
a. Market Value Prior Year Ending Balance	\$25,322,725	\$28,294,900
b. Adjustment to Beginning Value	<u>125,255</u>	<u>0</u>
c. Market Value of Assets Beginning of Year	\$25,447,980	\$28,294,900
2. Contributions		
a. City	\$2,670,260	\$2,731,326
b. State	331,402	345,822
c. Plan Members	<u>301,375</u>	<u>326,566</u>
d. Total Contributions	\$3,303,037	\$3,403,714
3. Investment earnings		
a. Realized gains and (losses)	\$390,911	\$6,368
b. Unrealized gains and (losses)	1,172,266	(227,483)
c. Interest and dividends	463,533	441,227
d. Investment expense	<u>(213,951)</u>	<u>(241,340)</u>
e. Net investment income	\$1,812,759	\$(21,228)
4. Deductions		
a. Regular pension benefits	\$(1,656,761)	\$(1,871,864)
b. DROP distributions	(487,506)	(1,508,592)
c. Contribution refunds	(21,298)	(35,256)
d. Administrative expenses	<u>(103,311)</u>	<u>(104,276)</u>
e. Total Deductions	\$(2,268,876)	\$(3,519,988)
5. Net Increase	<u>\$2,846,920</u>	<u>\$(137,502)</u>
6. Market Value of Assets End of Year	\$28,294,900	\$28,157,398
7. Actual Return on Market Value of Assets		
a. Beginning Value	\$25,322,725	\$28,294,900
b. Ending Value	28,294,900	28,157,398
c. Contributions	3,303,037	3,403,714
d. Benefits Paid	(2,165,565)	(3,415,712)
e. Administrative Expenses	(103,311)	(104,276)
f. Investment Income	1,938,014	(21,228)
g. Actual Return on Market Value of Assets	7.55 %	(0.08)%

Development of Actuarial Value of Assets

The market value of assets is adjusted to recognize gains and losses over a five-year period. However, the Actuarial Value of Assets is limited to no more than 120% or less than 80% of the market value of assets.

1.	Market Value of Assets as of October 1, 2015			\$28,157,398
2.	Phase-In Gains (Losses) Over Five Year Period			
		Original Gain (Loss)	Percent Unrecognized	Unrecognized Gain (Loss)
a.	Year Ending 9/30/2015	\$(2,196,177)	80%	\$(1,756,942)
b.	Year Ending 9/30/2014	(51,729)	60%	(31,037)
c.	Year Ending 9/30/2013	739,748	40%	295,899
d.	Year Ending 9/30/2012	1,701,535	20%	<u>340,307</u>
e.	Total			\$(1,151,773)
3.	Preliminary Actuarial Value of Assets as of October 1, 2015			\$29,309,171
4.	Corridor Around Market Value			
a.	Minimum = 80% of Market Value of Assets			\$22,525,918
b.	Maximum = 120% of Market Value of Assets			\$33,788,878
c.	Corridor Adjustment to Preliminary Actuarial Value			\$0
5.	Cumulative Balance of State Funding Available for Benefit Improvements			\$7,192
6.	Actuarial Value of Assets as of October 1, 2015 (3. + 4.c. - 5.)			\$29,301,979

Development of Historical Gain or Loss on Market Value of Assets

	2015	2014
1. Market Value of Assets - Beginning of Year	\$28,294,900	\$25,322,725
2. Contributions	3,403,714	3,303,037
3. Benefit Payments	(3,415,712)	(2,165,565)
4. Administrative Expenses	(104,276)	(103,311)
5. Expected Return on Assets	<u>2,174,949</u>	<u>1,989,743</u>
6. Expected Value of Assets at End of Year	\$30,353,575	\$28,346,629
7. Market Value of Assets - End of Year	\$28,157,398	\$28,294,900
8. Gain (Loss) for Plan Year = (7) - (6)	\$(2,196,177)	\$(51,729)
	2013	2012
1. Market Value of Assets - Beginning of Year	\$21,378,509	\$17,733,946
2. Contributions	3,086,847	2,655,001
3. Benefit Payments	(1,489,851)	(2,057,209)
4. Administrative Expenses	(95,305)	(81,565)
5. Expected Return on Assets	<u>1,702,777</u>	<u>1,426,801</u>
6. Expected Value of Assets at End of Year	\$24,582,977	\$19,676,974
7. Market Value of Assets - End of Year	\$25,322,725	\$21,378,509
8. Gain (Loss) for Plan Year = (7) - (6)	\$739,748	\$1,701,535

State Contributions

Year Ending September 30	State Contributions	Recurring Cost Benefit Improvements	Base Plus Benefit Improvements	Recognized State Funding	Cumulative Balance Available Upon Benefit Improvement
2015	\$345,822	\$0	\$699,961	\$345,822	\$7,192
2014	331,402	0	699,961	331,402	7,192
2013	316,074	0	699,961	316,074	7,192
2012	314,094	0	699,961	314,094	7,192
2011	303,356	0	699,961	303,356	7,192
2010	302,888	0	699,961	302,888	7,192
2009	314,162	0	699,961	314,162	7,192
2008	293,562	0	699,961	293,562	7,192
2007	296,758	0	699,961	296,758	7,192
2006	279,159	0	699,961	279,159	7,192
2005	267,203	0	699,961	267,203	7,192
2004	245,105	0	699,961	245,105	7,192
2003	198,169	454,127	699,961	198,169	7,192
2002	165,823	0	245,834	165,823	7,192
2001	135,870	121,320	245,834	135,870	7,192
2000	121,555	0	124,514	121,555	7,192
1999	131,706	0	124,514	124,514	7,192
1998	124,514	0	124,514	124,514	0

Present Value of Benefits

Valuation as of October 1,	2014	2015
1. Active Members		
a. Retirement Benefits	\$15,792,021	\$18,588,947
b. Deferred Benefits	2,105,589	2,256,484
c. Survivor Benefits	133,570	148,783
d. Disability Retirement	<u>456,464</u>	<u>500,768</u>
e. Total	\$18,487,644	\$21,494,982
2. Inactive Members		
a. Retirement and DROP	\$27,008,315	\$26,107,734
b. Terminated Vested	709,206	777,558
c. Beneficiaries	671,564	870,311
d. Disability Retirement	<u>2,191,790</u>	<u>2,202,068</u>
e. Total	\$30,580,875	\$29,957,671
3. Present Value of Benefits (PVB)	<u>\$49,068,519</u>	<u>\$51,452,653</u>

Accrued Liability

Valuation as of October 1,	2014	2015
1. Active Members		
a. Retirement Benefits	\$11,466,078	\$13,865,980
b. Deferred Benefits	795,922	801,884
c. Survivor Benefits	90,295	102,075
d. Disability Retirement	<u>120,344</u>	<u>148,187</u>
e. Total	\$12,472,639	\$14,918,126
3. Inactive Members		
a. Retirement and DROP	\$27,008,315	\$26,107,734
b. Terminated Vested	709,206	777,558
c. Beneficiaries	671,564	870,311
d. Disability Retirement	<u>2,191,790</u>	<u>2,202,068</u>
e. Total	\$30,580,875	\$29,957,671
3. Accrued Liability (AL)	<u>\$43,053,514</u>	<u>\$44,875,797</u>

Normal Cost – Entry Age Normal

Valuation as of October 1,	2014	2015
1. Preliminary Normal Cost		
a. Retirement Benefits	\$577,576	\$638,193
b. Deferred Benefits	172,733	193,472
c. Survivor Benefits	5,566	6,126
d. Disability Retirement	<u>45,910</u>	<u>47,659</u>
e. Total	\$801,785	\$885,450
2. Total Normal Cost		
a. Preliminary Normal Cost	\$801,785	\$885,450
b. Estimated Administrative Expense	<u>103,311</u>	<u>104,276</u>
c. Total Normal Cost	\$905,096	\$989,726
d. Total Normal Cost as a % of Pay	21.2 %	21.0 %
3. Normal Cost Net of Actual Employee Contributions		
a. Preliminary Normal Cost	\$801,785	
b. Actual Administrative Expense	104,276	
c. Actual Employee Contributions	<u>(326,566)</u>	
d. Actual Employer Normal Cost	\$579,495	
4. Valuation Payroll	\$4,266,912	\$4,704,236

Unfunded Accrued Liability

Valuation as of October 1,

2015

Unfunded Actuarial Liability

1. Accrued Liability	\$44,875,797
2. Actuarial Value of Assets	<u>29,301,979</u>
3. Unfunded Accrued Liability	\$15,573,818

Determination of Expected Unfunded Accrued Liability

1. Unfunded Accrued Liability as of Prior Year	\$15,557,057
2. Normal Cost (Net of Employee Contributions)	579,495
3. Interest on UAL and NC	1,250,583
4. Contributions	
a. City	\$(2,731,326)
b. State of Florida	<u>(345,822)</u>
c. Total	\$(3,077,148)
5. Interest on Contribution for Time on Deposit	(105,839)
6. Change in Plan, Methods or Assumptions	<u>568,624</u>
7. Expected UAL as of Current Year	\$14,772,772

Calculation of (Gain) or Loss

1. Actual Unfunded Accrued Liability	\$15,573,818
2. Expected UAL	<u>14,772,772</u>
3. Total (Gain) or Loss	\$801,046
4. Breakdown of (Gain) or Loss	
a. Investment Experience	\$191,273
b. Demographic Experience	<u>609,773</u>
c. Total (Gain) or Loss	\$801,046

Calculation of Actuarial Asset Gain or (Loss)

1. Actuarial Value of Assets - Beginning of Year	\$27,496,457
2. Expected Interest on Assets	2,130,975
3. Contributions	3,403,714
4. Benefit Payments	(3,415,712)
5. Administrative Expenses	(104,276)
6. Interest on items (3), (4) and (5)	<u>(17,906)</u>
7. Expected Value of Assets at End of Year	\$29,493,252
8. Actuarial Value of Assets - End of Year	\$29,301,979
9. Gain (Loss) for Plan Year = (8) - (7)	\$(191,273)
10. Actual Investment Income	\$1,921,796
11. Actual % Return	7.00%

Amortization of Unfunded Liability

The Unfunded Actuarial Accrued Liability is being amortized as a level percentage of payroll based on the interest and payroll growth assumptions. In the October 1, 2014 valuation, unfunded accrued liability from changes in Plan provisions, actuarial assumptions, or changes in methods was amortized over 30 years and unfunded accrued liability from actuarial gains or losses was amortized over 15 years. For the October 1, 2015 actuarial valuation all new bases are amortized over 25 years.

Amortization Bases

Date	Source	Remaining Balance	Remaining Balance Adjusted for Actual Contributions	Years Remaining	Amortization
10/01/2002	Fresh Start	\$1,995,873	\$1,975,505	7	\$338,947
10/01/2002	Actuarial Loss	445,695	441,147	2	227,604
10/01/2002	Plan Amendment	2,185,005	2,162,708	17	201,885
10/01/2003	Actuarial Loss	225,895	223,590	3	79,330
10/01/2004	Actuarial Loss	965,090	955,242	4	262,114
10/01/2005	Actuarial Loss	345,065	341,544	5	77,285
10/01/2005	Plan Amendment	365,171	361,445	20	30,983
10/01/2006	Actuarial Loss	548,793	543,193	6	105,551
10/01/2006	Method Change	822,843	814,446	21	68,182
10/01/2006	Assumption Change	2,815,782	2,787,049	21	233,319
10/01/2007	Actuarial Loss	835,649	827,122	7	141,914
10/01/2007	Method Change	605,463	599,285	22	49,092
10/01/2008	Actuarial Loss	1,891,907	1,872,601	8	289,504
10/01/2008	Method Change	(2,012,572)	(1,992,035)	23	(159,961)
10/01/2009	Actuarial Loss	1,197,907	1,185,683	9	167,736
10/01/2010	Actuarial Loss	98,837	97,828	10	12,818
10/01/2010	Plan Amendment	(2,035,405)	(2,014,635)	25	(156,168)
10/01/2011	Actuarial Loss	161,970	160,317	11	19,645
10/01/2012	Actuarial Loss	603,256	597,100	12	68,977
10/01/2012	Plan Amendment	598,001	591,899	27	44,524
10/01/2012	Assumption Change	1,479,609	1,464,511	27	110,163
10/01/2013	Actuarial Gain	(168,220)	(166,503)	13	(18,253)
10/01/2013	Assumption Change	52,476	51,941	28	3,855
10/01/2014	Actuarial Loss	269,685	266,933	14	27,927
10/01/2014	Assumption Change	56,812	56,232	29	4,122
10/01/2015	Actuarial Loss	801,046	801,046	25	62,095
10/01/2015	Assumption Change	568,624	<u>568,624</u>	25	<u>44,078</u>

Scheduled Amortization Payment

\$2,337,268

Unfunded Accrued Liability

\$15,573,818

Projected Unfunded Accrued Liability and Amortization Payments

Valuation as of October 1,	Unfunded Accrued Liability	Amortization Payment
2015	\$15,573,818	\$2,337,268
2016	14,249,146	2,360,639
2017	12,797,978	2,152,068
2018	11,460,322	2,091,855
2019	10,085,155	1,840,017
2020	8,875,890	1,777,190
2021	7,641,751	1,682,917
2022	6,414,685	1,184,198
2023	5,630,619	882,549
2024	5,111,298	707,924
2025	4,740,232	700,844
2026	4,348,402	685,935
2027	3,942,646	615,069
2028	3,582,137	641,994
2029	3,165,064	616,312
2030	2,743,732	622,475
2031	2,283,533	628,700
2032	1,781,427	395,893
2033	1,491,527	399,852
2034	1,175,188	403,851
2035	830,345	370,084
2036	495,471	2,218
2037	530,987	(58,866)
2038	634,977	141,643
2039	531,074	143,059
2040	417,698	208,606
2041	225,087	210,692
2042	15,496	10,437
2043	5,447	5,447
2044	0	0

Actions Taken to Reduce Unfunded Actuarial Accrued Liability

The required contributions calculated each year include a payment for the amortization of the unfunded accrued liability. This payment is designed to reduce the unfunded accrued liability in an orderly fashion. The Unfunded Actuarial Accrued Liability is being amortized as a level percentage of payroll based on the interest and payroll growth assumptions. In the October 1, 2014 valuation, unfunded accrued liability from changes in Plan provisions, actuarial assumptions, or changes in methods was amortized over 30 years and unfunded accrued liability from actuarial gains or losses was amortized over 15 years. For the October 1, 2015 actuarial valuation all new bases are amortized over 25 years.

Minimum Funding Requirements

Valuation as of October 1, Required Contribution for FYE September 30,	2014 2016	2015 2017
1. Normal Cost	\$905,096	\$989,726
2. Amortization of Unfunded Actuarial Liability	<u>2,238,647</u>	<u>2,337,268</u>
3. Minimum Required Contribution at Valuation Date [1. + 2.]	\$3,143,743	\$3,326,994
4. Minimum Required Contribution Projected to Beginning of Budget Year	\$3,253,774	\$3,443,439
5. Interest for Periodic Payments	<u>138,926</u>	<u>144,939</u>
6. Minimum Required Contribution Adjusted for Periodic Payments [4. + 5.]	\$3,392,700	\$3,588,378
7. Expected Employee Contributions	\$338,006	\$373,413
8. Expected State Contribution	331,402	345,822
9. Estimated City Contribution	<u>2,723,292</u>	<u>2,869,143</u>
10. Minimum Required Contribution for Funding Year	\$3,392,700	\$3,588,378
11. City Plus State Contribution	\$3,054,694	\$3,214,965
12. Expected Employee Contribution Rate	7.65%	7.67%
13. Expected State Contribution Rate	7.50%	7.10%
14. Estimated City Contribution Rate	<u>61.67%</u>	<u>58.93%</u>
15. Minimum Required Contribution Rate	76.82%	73.70%
16. City Plus State Contribution Rate	69.17%	66.03%
17. Payroll		
a. Valuation Payroll	\$4,266,912	\$4,704,236
b. Projected Valuation Payroll	\$4,416,254	\$4,868,884
c. Hired < January 31, 2011	3,058,776	3,219,473
d. Hired > January 31, 2011	1,357,478	1,649,411
18. Assumptions		
a. Net Assumed Investment Return	7.75%	7.65%
b. Contribution Projected to Next FY	3.5%	3.5%
c. Total Payroll Inflation	3.5%	3.5%
d. Payroll Inflation for Amortization of UAL	1.0%	1.0%

Reconciliation of Unfunded Accrued Liability

	Unfunded Accrued Liability	Funded Percentage	Change in Unfunded Accrued Liability	Change in Funded Percentage
As of October 1, 2014:	\$15,557,057	63.87 %		
Changes due to:				
Normal Operation of Plan	\$14,204,148	67.49 %	\$(1,352,909)	3.62 %
Investment Experience	14,395,421	67.06 %	191,273	(0.43)%
Demographic Experience	15,005,194	66.13 %	609,773	(0.93)%
Assumption Change	15,573,818	65.30 %	<u>568,624</u>	<u>(0.83)%</u>
Total			\$16,761	1.43 %
As of October 1, 2015:	\$15,573,818	65.30 %		

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Reconciliation of City Minimum Required Contribution

	Dollar Amount	Percent of Pay
For Fiscal Year Ending September 30, 2016:	\$2,723,292	61.67 %
Changes due to:		
Normal Operation of Plan	\$46,847	(1.06)%
Administrative Expense Change	1,038	0.02 %
State Contribution Increase	(13,862)	(0.31)%
Investment Experience	16,072	0.35 %
Demographic Experience	37,513	(2.94)%
Assumption Change	<u>58,243</u>	<u>1.20 %</u>
Total	\$145,851	(2.74)%
For Fiscal Year Ending September 30, 2017:	\$2,869,143	58.93 %

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Section
3

Accounting Information

Information Required by GASB 67/68

A supplemental report provides information under the Governmental Accounting Standards Board No. 67/68.

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Statement of Accumulated Plan Benefits (FASB 35)

The following table is based on prior accounting standards and is required by the State. The actuarial present value of accumulated plan benefits is an estimate of the liability for all benefits accrued to date.

Year Beginning October 1,	2014	2015
1. Actuarial present value of accumulated plan benefits		
a. Participants currently receiving benefits	\$29,871,669	\$29,180,113
b. Other participants	<u>6,399,465</u>	<u>8,322,792</u>
c. Total vested plan benefits	\$36,271,134	\$37,502,905
d. Total non-vested plan benefits	<u>1,612,205</u>	<u>1,492,268</u>
e. Total accumulated plan benefits	\$37,883,339	\$38,995,173
2. Change in present value of accumulated plan benefits		
a. Accumulated plan benefits beginning of year		\$37,883,339
b. Increase (decrease) during year due to:		
i. Plan amendment		\$0
ii. Change in assumptions or methods		487,270
iii. Increase for interest and probability of payment due to decrease in discount period and benefits accrued		4,040,276
iv. Benefits paid		(3,415,712)
v. Other changes		<u>0</u>
vi. Net increase (decrease)		\$1,111,834
c. Accumulated plan benefits end of year		\$38,995,173

Other Disclosures Required by the State of Florida

Year Beginning October 1,	2014	2015
Present value of active member:		
Future salaries (attained age)	\$32,763,860	\$35,888,415
Future contributions (attained age)	\$2,509,462	\$2,757,198
Active Member accumulated contributions	\$1,103,166	\$1,408,208

Required Disclosure Under F.S. 112.664(1)

- (a) Total pension liability calculated assuming mortality under the RP-2000 Combined Mortality Table for healthy participants (by gender) with fully generational projection using Scale AA.
- (b) Total pension liability calculated using an assumed interest rate that is 200 basis points lower than that assumed in the valuation of the Plan.
- (c) Determination of the number of months or years for which the current market value of assets is adequate to sustain the payment of expected retirement benefits.
- (d) Recommended contribution to the Plan using the most recent valuation and the contributions necessary prepared pursuant to (a) and (b) stated as a dollar amount and % of payroll.

	RP-2000 Fully Generational Using Scale AA			Actual Valuation Results - 7.65% and RP-2000 Projected to 2015 Using Scale AA
	2% Decrease	Current Discount Rate	2% Increase	
	(5.65%)	(7.65%)	(9.65%)	
Total pension liability	\$59,106,226	\$45,870,332	\$36,840,643	\$44,875,797
Plan fiduciary net position	<u>(28,157,398)</u>	<u>(28,157,398)</u>	<u>(28,157,398)</u>	<u>(28,157,398)</u>
Net pension liability	<u>\$30,948,828</u>	<u>\$17,712,934</u>	<u>\$8,683,245</u>	<u>\$16,718,399</u>
Plan fiduciary net position as a percentage of the total pension liability	47.64%	61.38%	76.43%	62.75%
Years of benefit payments:				
Expected for current members:	98	98	98	97
Paid for with current assets:	11.38	13.04	15.51	13.07
City Plus State Contribution Requirement, Plus Employee Contributions				
Dollar Amount	\$4,944,002	\$3,691,561	\$2,696,971	\$3,588,378
Percent of Payroll	101.54%	75.82%	55.39%	73.70%

Required Disclosure Under F.S. 112.664(2)(b)2.

F.S. Section 112.664(2)(b)2. - For the previous five years, beginning with 2013, a side-by-side comparison of the plan's assumed rate of return compared to the actual rate of return, as well as the percentages of cash, equity, bond and alternative investments in the plan portfolio. The actual rate of return is as provided by the investment monitor.

Year Ending September 30,	2015	2014	2013	2012	2011	2010
Assumed rate of return	7.75%	7.75%	7.75%	8.00%	8.00%	8.00%
Actual rate of return	(0.08%)	7.55%	11.12%	17.54%	(0.64%)	8.42%
Percentages of assets in:						
Cash	0%	2%	7%	7%	10%	5%
Equity	57%	57%	59%	57%	53%	58%
Bond	25%	25%	28%	28%	37%	36%
Alternative	18%	16%	6%	8%	0%	1%
Total	100%	100%	100%	100%	100%	100%

Section

4

Supplementary
Information

Summary of Participant Data

Member Statistics

Year Beginning October 1,	2014	2015
<u>Active Participants</u>		
Number	80	85
Average Age	36.0	35.9
Average Credited Service	7.5	7.9
Percent Male	91.3	89.4
Average Valuation Salary	\$54,013	\$56,017
Total Valuation Salary	\$4,321,061	\$4,761,444
Payroll Covered in Valuation	\$4,266,912	\$4,704,236
<u>Terminated With Rights to Deferred Benefits</u>		
Number	5	5
Average Age	40.6	41.6
Percent Male	100.0	100.0
Average Monthly Benefit (Estimate)	\$1,709	\$1,709
<u>DROP</u>		
Number	7	3
Average Age	58.0	61.8
Percent Male	100.0	100.0
Average Monthly Benefit	\$4,899	\$4,172
DROP Balances	\$2,001,773	\$872,497
<u>Service Retirements</u>		
Number	35	38
Average Age	59.3	60.2
Percent Male	94.3	97.4
Average Monthly Benefit	\$3,532	\$3,874
<u>Beneficiaries</u>		
Number	1	2
Average Age	63.2	62.7
Percent Male	0.0	50.0
Average Monthly Benefit	\$4,237	\$2,940
<u>Disability Retirements</u>		
Number	5	5
Average Age	49.5	50.5
Percent Male	100.0	100.0
Average Monthly Benefit	\$2,988	\$2,996

Number of Active Members by Age and Service as of October 1, 2015

Age	Service						Total
	< 1	< 5	< 10	< 15	< 20	< 25	
< 20							
< 25	5	4					9
< 30		13	2				15
< 35	2	8	3	3			16
< 40		4	4	9	1		18
< 45			5	6	3		14
< 50	1			5	2	3	11
< 55		1					1
< 60				1			1
60+							
Total	8	30	14	24	6	3	85

Active Valuation Pay by Age and Service as of October 1, 2015

Age	Service						Total
	< 1	< 5	< 10	< 15	< 20	< 25	
< 20							
< 25	37,873	45,767					41,381
< 30		44,034	56,461				45,690
< 35	44,763	43,207	51,590	63,333			48,747
< 40		44,291	60,721	65,355	79,521		60,432
< 45			59,517	71,439	78,527		68,700
< 50	36,416			63,864	79,908	82,448	69,354
< 55		54,026					54,026
< 60				57,208			57,208
60+							
Total	39,413	44,412	57,726	65,973	79,153	82,448	56,017

Reconciliation of Plan Participants

	Active	Vested Term	DROP	Retired	Survivor	Disability
As of October 1, 2011	63	3	12	29	1	4
Retired			(3)	3		
Nonvested Termination	(5)					
New Hires	11					
As of October 1, 2012	69	3	9	32	1	4
Retired	(1)			1		
Nonvested Termination	(2)					
New Hires	12					
As of October 1, 2013	78	3	9	33	1	4
Retired			(2)	2		
Disability Retirement	(1)					1
Vested Termination	(2)	2				
Nonvested Termination	(3)					
New Hires	8					
As of October 1, 2014	80	5	7	35	1	5
Nonvested Termination	(3)					
Death With Survivor				(1)	1	
Retired			(4)	4		
New Hires	8					
As of October 1, 2015	85	5	3	38	2	5

Reconciliation of DROP Account Balances

1.	Beginning Balance as of October 1, 2014	\$2,001,773
2.	Monthly Benefit Additions	272,054
3.	Interest Earned	107,262
4.	Distributions	<u>(1,508,592)</u>
5.	Ending Balance as of September 30, 2015	\$872,497

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Outline of Plan Provisions

Effective Date: The Plan was originally effective September 28, 1993. Prior to the Effective Date, Members were part of a "Chapter Plan" where a slightly different level of benefits was effective. The most recent amendment to the Plan was Ordinance No. 2015-38 effective December 1, 2015.

Plan Year: The 12-month period from October 1st to the following September 30th.

Member: Full-time employees who satisfy the definition of a police officer in F.S. Section 185.02(11) become Member's immediately upon hire.

Credited Service: Years and completed months of full-time employment as a police officer of the city during which a person contributes to the Plan. Credited Service also includes certain military service. Additional Credited Service may be purchased at full actuarial cost. Credited Service purchased after January 31, 2011 is not counted towards vesting.

Vesting: 100% upon earning ten years of Credited Service.

Compensation: Prior to Ordinance No. 2012-4, Monthly salary paid for work performed including overtime payments from a salary fund up to 300 hours in a calendar year, 50% of accumulated sick and annual leave payouts, amounts withheld for tax sheltered annuities, tax deferred compensation, and payments in addition to the employee's base rate of pay if the payments are paid according to a formal written policy that applies to all eligible employee equally, payments are paid for as long as the employee continues employment, and payments are paid at least annually.

Effective with Ordinance No. 2012-4, Monthly salary paid for work performed including overtime payments from a salary fund up to 300 hours in a calendar year, lump sum payments for accumulated sick and annual leave for employees hired on or before January 31, 2011 (but not to exceed the hours of sick and annual leave accumulated as of March 1, 2011 plus 50% of the hours of sick and annual leave accumulated between March 1, 2011 and March 1, 2012, and excluding lump sum payments for accumulated sick and annual leave accumulated on or after March 1, 2012), amounts withheld for tax sheltered annuities, tax deferred compensation, and payments in addition to the employee's base rate of pay if the payments are paid according to a formal written policy that applies to all eligible employee equally, payments are paid for as long as the employee continues employment, and payments are paid at least annually.

Employee Contributions: 7.5% of Compensation for members hired on or before January 31, 2011 and 8.0% for members hired after that date. A Member who terminates non-vested is entitled to refund of accumulated Employee Contributions without interest. Contributions may be repaid with interest upon reentry into the Plan due to rehire.

Average Final Compensation: For members hired on or before January 31, 2011, one-twelfth the average of Compensation for the three highest years of Credited Service. For members hired after January 31, 2011, one-twelfth of the average of Compensation for the five highest years of Credited Service.

Normal Retirement Date: For members hired on or before January 31, 2011, the first day of the month coincident with or next following the earlier of (i) age 48 and ten years of Credited Service, or (ii) age 45 and 25 years of Credited Service. For members hired after January 31, 2011, the Normal Retirement Date is the first day of the month coincident with or next following the date the member attains age 48 and ten years of Credited Service.

Accrued Benefit (for Members Hired On or Before January 31, 2011): $3\% \times \text{Average Final Compensation} \times \text{Credited Service}$, plus, for Members who retire (i) with ten years of Credited Service prior to October 1, 2002, (ii) after having attained age 50 with ten years of Credited Service by October 1, 2002, (iii) with 20 years of Credited Service between October 1, 2002 and January 31, 2011, or (iv) with 25 years of Credited Service after January 31, 2011, a Supplemental Benefit (commonly referred to as a "health subsidy") is payable as follows:

- (a) \$200 per month
- (b) $\$20 \times \text{Credited Service Over 10 Years}$ (Maximum \$400) per month
- (c) Where (a) plus (b) is not more than \$600 per month

For Members who retired prior to October 1, 1993 the monthly benefit was defined as $2\% \times \text{Average Final Compensation} \times \text{Credited Service}$ (hereafter referred to as the "2% Multiplier Formula") plus the Supplemental Benefit defined above (the lesser of \$600 and $\$200 + (\$20 \times \text{Credited Service Over 10, but no more than } \$400)$). A cost-of-living adjustment (CPI COLA) is payable annually effective January 1, 1994 on the portion of the benefit determined under the 2% Multiplier Formula. The amount of the CPI COLA is the increase in the Consumer Price Index (urban wage earner as calculated by the United States Department of Labor) between July of the immediately preceding year as compared to July of the prior year. The CPI COLA is granted until the participant's benefit determined under the 2% Multiplier Formula reaches the benefit amount provided for members who retire after October 1, 1993 ($3\% \times \text{Average Final Compensation} \times \text{Credited Service}$) plus the Supplemental Benefit (the lesser of \$600 and $\$200 + (\$20 \times \text{Credited Service Over 10, but no more than } \$400)$). This portion of Plan provisions was applicable to only one Member of the Plan. The last time the CPI COLA was paid was on January 1, 2006. The Plan provision defining the CPI COLA will not apply to Plan participants after January 1, 2006.

Effective October 1, 2001, Members who retired prior to October 1, 2002 (including disability retirees) are granted a 1% cost-of-living adjustment annually commencing the January 1 following the first anniversary of retirement annuity commencement (1% COLA). For a DROP retiree, the 1% COLA is granted commencing on the January 1 following the first anniversary of actual annuity commencement after the end of the DROP period. The 1% COLA is not payable to any participant eligible to receive the 3% COLA, as described in the following.

Effective October 1, 2002, retirees are granted a deferred annual 3% cost-of-living adjustment (3% COLA) as follows: (i) Members who are retired on October 1, 2002 and had earned at least 20 years of Credited Service, (ii) Members who are actively employed on October 1, 2002 and had attained age 50 with ten years of Credited Service at that date, (iii) Members who are actively employed on October 1, 2002 with 20 years of Credited Service at that date, (iv) Members who attain 20 years of Credited Service after October 1, 2002 and who retire or enter the DROP by January 31, 2011, and (v) Members who attain 25 years of Credited Service after January 31, 2011. The deferred 3% COLA is payable annually commencing as specified in the following:

- (a) 5 years after retirement (or DROP) for participants who retire (or DROP) on or before January 31, 2011 upon attaining age 45 and 25 years of Credited Service or age 50 and 20 Years of Credited Service.
- (b) The later of 5 years after retirement (or DROP) or age 59 for participants who were hired prior to January 1, 2003 and who retire (or DROP) on or before January 31, 2011 upon attaining age 48 and 20 years of Credited Service.
- (c) On the first day of the month coincident with or next following attainment of age 59

- a. for participants who were hired prior to January 1, 2003 and who separate employment on or before January 31, 2011 with 20 years of Credited Service but before reaching age 48.
- b. for participants hired on or after January 1, 2003 who retire (or DROP) on or before January 31, 2011 with at least 20 years of Credited Service (but prior to age 45 and 25 Years of Credited Service and prior to age 50).
- c. for participants who retire after January 31, 2011.
- (d) 5 years after commencement of disability benefits on or before January 31, 2011 if 20 years of Credited Service have been earned during employment.

For members actively employed on January 31, 2011, in no event will the annual benefit payable exceed \$95,000, inclusive of any COLAs to which the member may be entitled.

Accrued Benefit (for Members Hired After January 31, 2011): $3\% \times \text{Average Final Compensation} \times \text{Credited Service}$, plus a Supplemental Benefit (commonly referred to as a "health subsidy") is payable as follows:

- (a) \$100 per month
- (b) $\$10 \times \text{Credited Service Over 10 Years}$ (Maximum \$100) per month
- (c) Where (a) plus (b) is not more than \$200 per month

No COLA is payable for members hired after January 31, 2011.

In no event will the annual benefit exceed \$95,000.

Late Retirement Benefit: The higher of the benefit determined using the Average Final Compensation and Credited Service at the actual date of retirement from employment, or the benefit that would have been paid had the Member retired at the Normal Retirement Date increased actuarially from the Normal Retirement Date to the actual date of retirement.

Early Retirement Date: The first day of the month coincident with or next following the date the Member earns ten years of Credited Service and attains age 45.

Early Retirement Benefit: The Accrued Benefit reduced by 3% for each year the Member is younger than the Normal Retirement Date.

Disability Benefits: Members are eligible for service-connected Disability Benefits immediately upon hire. The monthly service-connected Disability Benefit is the greater of (i) the Accrued Benefit and (ii) 51% of average monthly compensation for the most recent 12 months of full-time employment. Members are eligible for a non-service-connected Disability Benefit after earning at least ten years of Credited Service. The monthly non-service-connected disability benefit is the greater of (i) the Accrued Benefit and (ii) 25% of average monthly compensation for the most recent 12 months of full-time employment. Disability Benefits are offset by disability income received from workers' compensation only to the extent by which the total of the workers' compensation benefit plus the Disability Benefit payable exceeds the employee's average monthly compensation at disability. However, any offset for workers' compensation will not result in less than 42% of average monthly compensation, in the event of service-connected disability, or in less than 25% of average monthly compensation, in the event of non-service-connected disability.

Pre-Retirement Survivor Benefits: Vested Members who die prior to the commencement of benefits shall have a survivor benefit payable on their behalf. The amount of the monthly income payable is the (i) Accrued Benefit at the date of death payable at the Normal Retirement Date, or (2) the actuarial equivalent of this Accrued Benefit payable on the first day of the month following death, as elected by the designated beneficiary.

Optional Forms of Benefit: Pension benefits described above are payable in the form of a 10 year certain and continuous annuity. Members may optionally choose an actuarially equivalent single life annuity, or joint and survivor annuity (with 50%, 66 2/3, 75%, or 100% continuance). Actuarial equivalence for healthy lives is determined based the RP-2000 mortality table projected using Scale AA to 2010 (50% male blend) and an 8.0% annual interest assumption. The RP-2000 mortality table for disabled retirees projected using Scale AA to 2010 (50% male blend) is used for disabled lives.

Deferred Retirement Option Plan (DROP): Members hired on or before January 31, 2011 are eligible to enter the DROP upon earning 25 years of Credited Service. The Accrued Benefit is frozen and no further Employee Contributions are payable at DROP entry. The Accrued Benefit accumulates with interest at the fund's assumed rate of investment return in the DROP account (credited quarterly) and is payable as a single-lump sum within 60 days following DROP exit. The maximum DROP participation duration is 60 months. DROP participants are not eligible for pre-retirement death or disability benefits. No DROP is available to members hired after January 31, 2011.

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Description of Assumptions and Methods

Assumed Rate of Investment Return: 7.65% per year net of investment expenses (7.75% in the prior valuation)

Inflation: 2.0% per year

Salary Increase – Total Payroll: 3.5% per year

The payroll growth assumption used to amortize unfunded accrued liability as a level percent of payroll is 1.0%.

Salary Increase – Individual: 7.5% per year

Members hired after January 31, 2011 are assumed to have no payout for accrued hours includable in their pension.

For Members hired on or before January 31, 2011 the final year of Salary is increased to account for the number of accrued hours available at March 1, 2011 plus half of the number of accrued hours between March 1, 2011 and March 1, 2012, assuming members typically work 2,184 hours in a year.

Mortality: In the current valuation mortality is based on the RP-2000 Combined Mortality Table projected to the valuation year using Scale AA.

Retirement: Unisex rates, as follows:

Members Hired Before January 31, 2011:

Age	Service		
	<10	10-24	25+
<=44	0.0%	0.0%	0.0%
45-51	0.0%	0.0%	100.0%
52+	0.0%	100.0%	100.0%

Members Hired After January 31, 2011: 100% at Age 48 and 10 Years of Service

Termination: In the current valuation the following unisex rates are assumed:

Service	Rate
0-2	23.0%
3-9	8.0%
10	30.0%
11-12	5.0%
13-14	4.0%
15-16	3.0%
17-18	2.0%
19	1.0%
20+	0.0%

Disability: Unisex rates, as follows:

<u>Age</u>	<u>Rate</u>	<u>Age</u>	<u>Rate</u>	<u>Age</u>	<u>Rate</u>	<u>Age</u>	<u>Rate</u>
15	0.050%	29	0.106%	43	0.186%	57	0.704%
16	0.054%	30	0.110%	44	0.193%	58	0.746%
17	0.058%	31	0.114%	45	0.200%	59	0.788%
18	0.062%	32	0.118%	46	0.242%	60	0.830%
19	0.066%	33	0.122%	47	0.284%	61	0.872%
20	0.070%	34	0.126%	48	0.326%	62	0.914%
21	0.074%	35	0.130%	49	0.368%	63	0.956%
22	0.078%	36	0.137%	50	0.410%	64	0.998%
23	0.082%	37	0.144%	51	0.452%	65	1.040%
24	0.086%	38	0.151%	52	0.494%	66	1.082%
25	0.090%	39	0.158%	53	0.536%	67	1.124%
26	0.094%	40	0.165%	54	0.578%	68	1.166%
27	0.098%	41	0.172%	55	0.620%	69	1.208%
28	0.102%	42	0.179%	56	0.662%	70+	1.250%

100% of disabilities are assumed to be service connected.

Plan Expenses: The prior year administrative expense is added to the normal cost.

Marital Assumption: Husbands are assumed to be three years older than wives.

Funding Method: Entry Age (level percent of salary)

Glossary of Actuarial Terms

Present Value of Benefits (PVB): The present value, as of the valuation date, of all benefits that will become payable by the Plan for the current group of members in the census.

Normal Cost (NC): The value of the portion of the total benefit for active members which accrues in the year following the valuation date. Under the Entry Age Normal (Level Percent of Salary) funding method, the NC is a constant fraction of salary from the member's date of entry into the Plan to the member's assumed date of termination, retirement, disability or death.

Accrued Liability (AL): This is the portion of the PVB attributable to the past at the valuation date. For active members, AL is the annual NC accumulated from date of entry to the valuation date for each member. For retired and terminated members, the PVB and the AL are equal. The AL is the estimated liability owed by the pension fund at the valuation date.

Unfunded Accrued Liability (UAL): Any excess of the Accrued Liability over the fund assets. A negative UAL indicates fund assets are greater than the Accrued Liability, otherwise known as a surplus.

Actuarial Value of Assets: The market value of assets is adjusted to recognize gains and losses over a five-year period. The Actuarial Value of Assets shall not be more than 120% or less than 80% of the market value of assets.

DRAFT



RETIREMENT. DEFINED.

City of Port Orange
General Employees Retirement Committee
Attn: Kent Donohue, Chairman
1000 City Center Circle
Port Orange, FL 32129

February 8, 2016

Re: City of Port Orange General Employees
Defined Benefit Retirement Plan
Our File No. FL113

Dear Kent:

We are pleased to enclose the "Draft" Annual Valuation Report for the above plan as of October 1, 2015. Our report contains a review of the plan operations for the 2014-2015 plan year as well as a look forward for the 2015-2016 plan year.

The City's recommended contribution as produced by the valuation results is 15.5% of covered compensation. Please see the General Comments section within the report for additional information concerning the current status of the plan's funding.

I plan on presenting the results of the requested review of a potential change in the assumed interest rate from 7.5% to 7.0% at the February 22nd board meeting.

Individual certificates of participation have been prepared and delivered separately from this report.

This is a draft report in that the final report is subject to an actuarial peer review, to be performed by Lawrence Deustch, E.A., M.A.A.A., M.S.P.A.. As such, we are delivering this version as an electronic file only. Hard copies of the final actuarial report will be prepared following the review.

Please see the General Comments section inside the report for important commentary on the current status of the plan.

If you have any questions or comments concerning this report, please feel free to give me a call at 386-206-8932.

Sincerely,

David G. Leonard, A.S.A.
Enrolled Actuary 14-03604

**City of Port Orange General Employees
Defined Benefit Retirement Plan**

ACTUARIAL CERTIFICATION

The October 1, 2015 draft report has been prepared in accordance with generally accepted actuarial standards and procedures and conforms to the Guidelines for Professional Conduct of the American Academy of Actuaries.

The valuation is based on employee and plan financial data which were provided by the Plan Administrator, Plan Trustee, and various financial institutions. All information submitted to us has been reviewed for reasonableness and consistency, but has otherwise been accepted and relied upon without audit. The plan provisions and other material assumptions are disclosed in report in their respective sections.

To the best of our knowledge, the information supplied in this report is complete and accurate. There have been no events since the retirement date that we have not considered or changes in circumstances that would lead us to believe that the trends assumed as part of the valuation process will not continue.

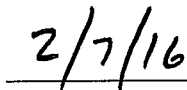
Future actuarial measurements may differ significantly from the current measurement presented in this report due to such factors as the following: plan experience differing from that anticipated; changes in economic or demographic assumptions; increases or decreases expected as part of the natural operation of the methodology used for these measurements (such as the end of an amortization period or additional cost or contribution requirements based on the plan's funded status); and changes in plan provisions or applicable law.

I, David G. Leonard, A.S.A., E.A., am a member of the Society of Actuaries and meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion contained here



David G. Leonard, A.S.A.

Enrollment #14-03604



Date

(DRAFT) ANNUAL VALUATION REPORT
FOR
CITY OF PORT ORANGE GENERAL EMPLOYEES
DEFINED BENEFIT RETIREMENT PLAN
AS OF OCTOBER 1, 2015

Prepared by:
David G. Leonard, A.S.A.

CITY OF PORT ORANGE GENERAL EMPLOYEES
DEFINED BENEFIT RETIREMENT PLAN

TABLE OF CONTENTS

	PAGE
I. HIGHLIGHTS	1
II. GENERAL COMMENTS	2
III. ASSET SUMMARY - Includes Smoothed Asset Valuation Calculation	3 - 5
IV. PLAN COSTS FOR THE PLAN YEAR TO END SEPTEMBER 30, 2016 - Recommended Contribution - Minimum Contribution including Funding Standards Account	6 - 7
V. GASB STATEMENT 5 / FASB STATEMENT 35/36 INFO.	8
VI. CURRENT YEAR MEMBERSHIP SUMMARY BY GROUP	9
VII. HISTORY OF PLAN CONTRIBUTIONS	10
IX. RETIREMENT STATUS REPORT	11 - 15
 APPENDIX	
A. PENSION TRUST SUMMARY	16 - 18
B. ACTUARIAL ASSUMPTIONS	19
C. EMPLOYEE STATUS REPORT	20 – 24
D. BENEFIT STATUS REPORT	25 – 29
E. SUPPLEMENTAL INFORMATION (See separate contents listing) - To be completed with Final Valuation report.	n/a

CITY OF PORT ORANGE GENERAL EMPLOYEES
DEFINED BENEFIT RETIREMENT PLAN

I. HIGHLIGHTS

This section of the report summarizes the results of the October 1, 2015 actuarial valuation and provides a comparison with the results of the prior revised valuation. The development of these items for the current valuation is shown in the remaining sections of the report, along with a breakdown by employment division. The percentages in parenthesis express each amount as a percentage of covered payroll for the upcoming year, with no increase assumed for 2015-16.

	Current Valuation (10/1/15)		Prior Valuation (10/1/14)	
1. a. Recommended Employer Contribution	\$788,781	(15.5%)	\$810,606	(15.7%)
b. Minimum Employer Contribution	\$465,527	(9.2%)	\$335,679	(6.5%)
2. Actual Contribution	-----		-----	
3. Covered Payroll of Participants - Actual Proceeding Fiscal Year	\$5,086,853		\$5,170,450	
4. Gross Normal Cost	\$1,099,214	(21.6%)	\$1,125,717	(21.8%)
5. Assets at Market Value (DB only) (including accrued contributions)	\$27,330,202		\$27,474,544	
6. Actuarial Value of Vested Accrued Benefits - valued at 7.5%				
a. Active Participants	\$9,483,480		\$9,395,660	
b. Retired / Disabled	18,425,332		16,579,486	
c. Terminated Vested	<u>486,722</u>		<u>771,521</u>	
d. Total Value of Vested Accrued Benefits	\$28,395,534		\$26,746,667	
e. Value of Non-Vested Accrued Benefits for Active Participants	607,617		644,076	
f. Assets in Excess of Vested Benefits (5 minus 6d)	(\$1,065,332)		\$727,876	
7. Number of Participants				
a. Active Participants	131		128	
b. Late Retirements	1		3	
c. Retired & Disabled Participants and Beneficiaries Receiving Payments	77		71	
d. Terminated Vested Participants Not Yet Receiving Payments	24		23	
e. Total	233		225	

CITY OF PORT ORANGE GENERAL EMPLOYEES
DEFINED BENEFIT RETIREMENT PLAN

II. GENERAL COMMENTS

The October 1, 2015 valuation was prepared on a group of 132 active members. This is an increase of one (1) active members over 2014, however there was a decided shift in the concentration between the prior plan and the “new” plan formula. The pre-2012 plan lost ten (10) actives down to 114, while the new plan gained a net of 11 actives, and now stands at 18.

The total membership increased by eight (8), as the retiree and terminated populations both grew along with the active membership. There was a continued shift in liabilities from active members to terminated and retired. Active members now represent 35% of the total accrued benefits of the plan, which is a 2% decrease from last year. The average age of active plan members has held steady at 50 thanks to the infusion of 12 new active members.

The recommended contribution level this year is 15.5% of compensation, which is a decrease of 0.2% from 2014. The actual 2014-15 contribution by the City at 13.25% was less than our recommendation by about \$137,000, so even though the recommended amount for this year has decreased slightly we are a little concerned that the plan’s funded levels may start to drop if the City does not follow our recommendations going forward.

The 2014-15 trust asset return was just 2.2%. Thanks to the smoothed valuation asset calculation, the valuation yield for the year was about 6.5%. This produced manageable actuarial losses of just over \$100,000, which increased the recommended contribution by about \$10,000 (or about 0.2% of payroll).

Through December 31, 2015 the trust had gained about 4%, but in general January 2016 was a very bad month for investments. As the year goes on it will become clearer whether additional contributions should be planned to help offset further losses on asset performance.

The participants’ plan experience during the 2014-15 plan year was mildly positive, meaning that the overall effect of things like salary increases, early retirements, terminations, deaths and new hires helped reduce the recommended contribution rate, by about 0.4% of salaries.

Salaries did increase slightly more than our 4% assumption, and there were some high profile early retirees at subsidized rates. On the other hand one participant retired and died shortly thereafter, creating a sizable actuarial gain, and the “new blood” coming into the plan at a very low cost to the City helped offset the “increasing cost” factors mentioned.

We had previously indicated that we were going to recommend the new, more aggressive RP-2014/MP-2014 mortality table this year. However a couple of factors have led us to determine that no change in the mortality assumptions should be made – at least not for 2015. The first is that additional studies from the same researchers at the Society of Actuaries have found that the mortality improvements projected in MP-2014 are significantly overstated. The other is that the State of Florida has changed their mortality assumption to RP-2000/Scale BB, which is what we used in 2014. Given these factors, we recommend to not to change the assumption at this time.

Finally, we will present the results of our study to change the assumed interest rate from 7.5% to 7.0% in a separate report.

CITY OF PORT ORANGE GENERAL EMPLOYEES
DEFINED BENEFIT RETIREMENT PLAN

III. PLAN ASSETS

Beginning of Year <u>10/01/2014</u>		End of Year <u>09/30/2015</u>
\$ 705,404.83	Cash	\$ 919,871.11
0.00	Receivable Contributions	0.00
7,934,761.28	Fixed Income Securities	5,614,856.18
14,129,621.24	Equities - HCC / Bost.	13,638,839.74
2,730,783.61	Intl. Equity Mutual Fund	2,608,135.67
1,366,394.84	Principal Real Estate Trust	3,694,053.98
2,066,387.07	Florida Muni. Inv. Trust	2,262,462.29
43,322.94	Accrued Interest	58,201.15
<u>6,538.20</u>	Accrued Dividends	<u>9,597.37</u>
 \$ <u>28,983,214.01</u>	 TOTAL (Market Value)	 \$ <u>28,806,017.49</u>

RECEIPTS

Employer Contribution	\$ 673,300.09
Mandatory Employee Contributions	397,523.14
Voluntary Employee Contributions	41,486.20
Other Income - Misc. Credits	1,224.54
Investment Earnings (incl. chg. accrued)	477,643.10
Realized Gains/(Losses)	<u>1,982,428.69</u>

TOTAL INCOME \$ 3,573,605.76

DISBURSEMENTS

Benefit Payments	\$ 1,908,897.08
Investment Fees	119,694.26
Administrative Expenses	<u>77,956.56</u>

TOTAL EXPENSES \$ 2,106,547.90

NET INCOME \$ 1,467,057.86

CHANGE IN NET ASSETS

Unrealized appreciation (depreciation) in assets:	\$ (1,644,254.38)
Net Income:	<u>1,467,057.86</u>
Net increase (decrease) in net assets for the year:	(177,196.52)
Net assets at beginning of year:	\$ <u>28,983,214.01</u>
Net assets at end of year:	\$ 28,806,017.49

CITY OF PORT ORANGE GENERAL EMPLOYEES
DEFINED BENEFIT RETIREMENT PLAN

III. PLAN ASSETS (Continued)

Asset Recap as of September 30, 2015:

	<u>Cost Value</u>	<u>Market Value</u>
Cash:	\$919,871.11	\$919,871.11
Bonds:		
US Government Obligations	\$904,501.96	\$933,994.50
Mortgage Backed Securities	1,073,881.34	1,068,973.73
Collateralized Mtg. Obligations	66,713.13	68,642.52
Municipal Obligations	427,973.80	430,951.35
Corp. & Foreign Bonds	<u>3,191,348.64</u>	<u>3,112,294.08</u>
Total Bonds	\$5,664,418.87	\$5,614,856.18
Equities:	\$13,010,699.32	\$13,638,839.74
International Equity Fund:	\$2,207,999.48	\$2,608,135.67
Real Estate Trust Account	\$3,200,000.00	\$3,694,053.98
Florida Municipal Inv. Trust	\$2,000,000.00	\$2,262,462.29
Receivable Contributions	\$0.00	\$0.00
Accrued Dividends:	\$9,597.37	\$9,597.37
Accrued Interest:	\$58,201.15	\$58,201.15
Trust Totals	\$27,070,787.30	\$28,806,017.49

Assets Available for Defined Benefit Plan:

Total Market Value Assets (from above)	\$28,806,017.49
Less: Defined Contribution Accts.	(86,449.25)
Voluntary Contrib. Accts.	(1,389,366.15)
Net Assets Available for Defined Benefit Plan:	\$27,330,202.09

Breakdown of Distributions from Trust Account

Defined Benefit Payments	
- Monthly Benefits to Retirees and Beneficiaries	\$1,671,090.31
- Refunds of Prior Roll-In accounts and EE Cons.	<u>127,684.11</u>
Total Payments From Defined Benefit Plan	1,798,774.42
Payments To MPP Retirees and Terminées	11,422.00
Distributions of Voluntary Accounts	<u>98,700.66</u>
Total Distributions for the September 30, 2015 P.Y.	\$1,908,897.08

CITY OF PORT ORANGE GENERAL EMPLOYEES DBPP

III. PLAN ASSETS

Smoothed Valuation Asset Calculation - for 10/01/2015

Beginning of Year	10/01/2014	10/01/2013
End of Year	09/30/2015	09/30/2014
(1) Actuarial Value of Assets - BOY	\$26,826,123	\$25,413,508
(2) Contributions for year made in year *	1,070,823	1,108,168
(3) Disbursements & non-investment exp. *	(1,872,737)	(1,739,978)
(4) Assumed interest at valuation rate - 7.50%	<u>1,981,887</u>	<u>1,882,320</u>
(5) Preliminary Value of Assets - EOY	\$28,006,097	\$26,664,018
(6) Market Value of Assets - EOY *	27,330,202	27,474,544
(7) Market Value less Preliminary Value	(675,895)	810,526
(8) Prior Unrecognized Gains/(Losses)	648,420	0
(9) Current Year's Gains/(Losses)	(1,324,315)	810,526
(10) Adjustment - 20% of (9)	(264,863)	162,105
(11) Prior Years Bases to Recognize In Current Yr.	162,105	0
(12) Actuarial Value of Assets, EOY, before accrued contributions (5) + (10) + (11)	27,903,339	26,826,123
(13) Accrued contributions for year	0	0
(14) 80% of Market Value w/ (13)	21,864,162	21,979,635
(15) 120% of Market Value w/ (13)	32,796,242	32,969,452
(16) Actuarial Value of Assets, EOY, (12) + (13) but not less than (14) or greater than (15)	27,903,339	26,826,123
(17) Market Value of Assets	27,330,202	27,474,544
(18) Current Cushion (Unrec. gains/(losses))	(573,137)	648,420
(19) Earnings on Valuation Assets	\$1,717,024	\$2,044,425
(20) Valuation Yield	6.498%	8.146%

* Excludes MP Plan market value, contributions and distributions,
and accrued contributions. Includes EE Contributions, less receivables.

CITY OF PORT ORANGE GENERAL EMPLOYEES
DEFINED BENEFIT RETIREMENT PLAN

IV. PLAN COSTS FOR THE PLAN YEAR TO END SEPTEMBER 30, 2016

(a) RECOMMENDED CONTRIBUTION

Based on the participants and salaries reported on the Employee Status Report in Section IX of this report, the following is a calculation of the plan's Recommended Contribution for the plan year to end September 30, 2015. The Aggregate Funding Method is being used for these calculations. The actuarial assumptions employed in the calculations are shown in Appendix B.

1. Present Value of Benefits:	
a. Active Participants	\$19,788,460
b. Retired	18,425,332
c. Terminated Vested/Refunds Due	<u>486,722</u>
Total Present Value of Benefits - 10/01/15	\$38,700,514
2. Assets - October 1, 2015 (Smoothed Valuation Basis):	\$27,903,339
3. Present Value of Future Normal Costs (1 minus 2):	\$10,797,175
4. Present Value of Future Covered Payroll:	\$49,966,284
5. Normal Cost Percentage (3 divided by 4):	21.61%
6. Covered Annual Payroll:	\$5,086,853
7. Normal Cost (5 times 6):	\$1,099,214
8. Expected Employee Contributions (7.5% of 6 plus 4%):	\$396,775
9. Expected Administrative Expenses:	\$60,000
10. Interest (3.75% on net Employer Cost):	\$26,341
11. Net Employer Contribution (7 minus 8 plus 9 plus 10)	\$788,781
Unadjusted Contribution percentage:	15.51%

CITY OF PORT ORANGE GENERAL EMPLOYEES
DEFINED BENEFIT RETIREMENT PLAN

IV. PLAN COSTS FOR THE PLAN YEAR TO END SEPTEMBER 30, 2016

(b) MINIMUM "REQUIRED" CONTRIBUTION

This page uses the same liabilities as page 6, however the assets and contribution requirement are adjusted for the theoretical "Credit Balance".

The resulting calculation produces what we call the "Minimum Required Calculation", however in light of GASB reporting requirements we do not feel this amount would be adequate for the long term funding needs of the plan.

1. Present Value of Benefits:	
a. Active Participants	\$19,788,460
b. Retired	18,425,332
c. Terminated Vested/Refunds Due	<u>486,722</u>
Total Present Value of Benefits - 10/01/15	\$38,700,514
2. Valuation Assets - 10/1/15 (Smoothed basis less credit balance):	\$27,556,454
3. Present Value of Future Normal Costs (1 minus 2):	\$11,144,059
4. Present Value of Future Covered Payroll:	\$49,966,284
5. Normal Cost Percentage (3 divided by 4):	22.30%
6. Covered Annual Payroll:	\$5,086,853
7. Normal Cost (5 times 6):	\$1,134,529
8. Expected Employee Contributions (7.5% of 6):	\$396,775
9. Expected Administrative Expenses:	\$60,000
10. Interest (3.75% on net Employer Cost):	\$27,666
11. Employer Contribution (7 minus 8 plus 9 plus 10) - Maximum	\$825,420
12. Less Funding Standard Account Credit Balance with 3.75% Interest	\$359,893
13. Minimum Required Employer Contribution (11 less 12)	\$465,527
Adjusted minimum contribution percentage:	9.15%

Funding Standard Account for September 30, 2015:

a. Prior FSA Credit Balance as of 10/01/2014:	\$509,491
b. Total Charges (Net Normal Cost plus Interest):	(\$897,263)
c. Credits for Contributions plus interest:	\$734,657
d. FSA Credit Balance as of 9/30/2015:	\$346,885

CITY OF PORT ORANGE GENERAL EMPLOYEES
DEFINED BENEFIT RETIREMENT PLAN

V. ANNUAL VALUATION - OCTOBER 1, 2015

GASB Statement 67 and FASB
Statement 35/36 Information

I. PENSION BENEFIT OBLIGATION (Accd. Liability) - GAS-67

a. Retirees/Benefic./Terminated	\$18,912,054
b. Current Employees	
i. EE Contr. & Intr.	3,642,523
ii. ER Financed Vested	9,843,551
iii. ER Financed Non-Vested	985,805
c. TOTALS	33,383,933
d. ASSETS - Market Value	27,330,202
e. FUNDED RATIO (10/1/2015)	81.87%
f. FUNDED RATIO (10/1/2014)	83.18%

*Note: Above calculations have been based on Entry Age
Accrued Liability Per GAS-67. Please see full GAS report.
- Based on 7.5% Interest - RP-2000/Proj. BB Mortality*

II. PRESENT VALUE OF ACCRUED BENEFITS (PVAB) (FAS-35)

a. Retirees/Benefic./Terminated	\$18,912,054
b. Current Employees	
i. EE Contr. & Intr.	3,642,523
ii. ER Financed Vested	5,840,957
iii. ER Financed Non-Vested*	607,617
c. TOTALS	29,003,151
d. ASSETS - Market Value	27,330,202
e. FUNDED RATIO (10/1/2015)	94.23%
f. FUNDED RATIO (10/1/2014)	100.31%

* Breakdown of Non-Vested PVAB:

- Basic Benefit	\$99,237
- Supl. Benefit	508,380

*- Based on 7.5% Interest - RP-2000/Proj. BB Mortality
- Note PVAB does not take into account potential ER Subsidies.*

CITY OF PORT ORANGE GENERAL EMPLOYEES
DEFINED BENEFIT PENSION PLAN

VI. CURRENT YEAR MEMBERSHIP SUMMARY

The total number of active plan participants as of the current valuation date is reconciled with the total number as of the prior valuation date as follows:

	Avg. Age	Ave. Svc.	
Number of Active Participants			
as of October 1, 2014:	50.3	14.6	124 - prior plan
	41.7	1.3	<u>7</u> - new plan
	49.9	13.8	131 - total

Decreases:

Non-Vested Terminations (includes new and terminated in current FY): (2)

Vested Terminations: (4)

Retirements: (6)

Deaths, Withdrawals: 0

Total Increases/(Decreases): (12)

New Entrants during 2014-15: 13

Net Change: 1

	Avg. Age	Ave. Svc.	
Number of Active* Participants			
as of October 1, 2015:	51.6	15.4	114 - prior plan
	41.6	1.1	<u>18</u> - new plan
	50.2	13.5	132 - total

Also as of October 1, 2015:

Total Vested Terminated (includes 14 refunds only due): 24

Total Retired**: 77

TOTAL PARTICIPANTS: 233

* Active participants include 1 member beyond their Normal Retirement Dates.

** Retired participants include disabled and beneficiaries of deceased participants.

CITY OF PORT ORANGE GENERAL EMPLOYEES
DEFINED BENEFIT RETIREMENT PLAN

VII. HISTORICAL INFORMATION

Plan Year Beginning	Participants Act. - Ret - Tm.			Compensation*	Present Val. of Projected Benefits	Market Val. Assets+	Recommended Employer Contribution	(**)	Actual Contribution
10/01/2003	182	0	0	6,246,033	22,424,281	8,394,944	686,325	(10.99%)	752,491
10/01/2006	198	8	11	7,151,729	29,389,441	14,074,164	944,216	(13.20%)	1,023,333
10/01/2007	192	17	15	7,417,659	32,839,507	16,989,913	1,058,002	(14.26%)	1,009,205
10/01/2008	187	30	14	7,275,289	36,406,576	15,617,889	1,291,191	(17.75%)	1,199,567
10/01/2009	186	32	16	7,599,335	36,178,600	16,608,447	1,021,870	(13.45%)	1,005,433
10/01/2010	184	39	12	7,320,768	35,183,356	18,666,356	782,046	(10.68%)	992,875
10/01/2011	171	50	13	6,768,699	35,015,658	18,446,045	779,345	(11.51%)	912,160
10/01/2012	166	51	15	6,507,751	35,596,456	21,929,057	753,666	(11.58%)	936,378
10/01/2013	142	66	20	5,495,483	35,975,969	25,412,531	695,221	(12.65%)	702,741
10/01/2014	131	71	23	5,170,450	37,913,315	27,474,544	810,606	(15.68%)	673,300
10/01/2015	132	77	24	5,086,853	38,700,514	27,330,202	788,781	(15.51%)	-----

NOTE: VALUES PRIOR TO 10/01/2005 WERE PREPARED BY PRIOR ACTUARY

* Compensation shown is actual for the fiscal year preceeding the valuation date for active members only (beg. with 10/1/05 - previously projected compensation was used)
New members have annualized salary included for accurate benefit and cost projections.

+ Assets are Defined Benefit Plan only, and are not reduced by the Credit Balance.

** Figures in parenthesis are Recommended Contribution as a percentage of prior year's compensation.

CITY OF PORT ORANGE GENERAL EMPLOYEES
DEFINED BENEFIT RETIREMENT PLAN

IX. RETIREMENT STATUS

A. ACTIVE PARTICIPANTS ELIGIBLE TO RETIRE WITHIN THE NEXT FIVE YEARS

<u>Name</u>	<u>Normal Retire. Date*</u>	<u>Early Retire. Date*</u>	<u>Projected Benefit</u>	<u>Accrued Benefit</u>
<i>- Eligible for Normal Retirement within 5 years.</i>			<i>(benefits do not include Supplemental)</i>	
Betty Ceribelli	10/01/2015	10/01/2015	1,145.58	1,145.58
+ Richard Towey	10/01/2015	10/01/2015	3,477.32	3,477.32
+ Thomas Troutman	10/01/2015	10/01/2015	3,078.82	3,078.82
+ Christopher Kucera	11/01/2015	10/01/2015	2,801.81	2,758.89
Daniel Hill	12/01/2015	10/01/2015	2,149.33	2,093.32
Deborah Faircloth	07/01/2016	10/01/2015	1,457.65	1,386.01
Roger Kishmaul	03/01/2017	03/01/2017	409.02	345.72
+ Bruce Beckman	04/01/2017	10/01/2015	3,563.10	3,379.34
Barbara Reed	01/01/2018	10/01/2015	749.91	620.29
Michael Scharf	08/01/2018	10/01/2015	1,617.30	1,371.53
Harold Michaels	09/01/2018	10/01/2015	842.44	624.59
Joseph Bizub	04/01/2019	12/01/2015	721.91	510.19
Linda Johnson	09/01/2019	10/01/2015	1,825.73	1,390.90
Carmen Miller	05/01/2020	10/01/2015	1,568.78	1,191.41
Jeffrey Dyer	06/01/2020	10/01/2015	1,065.94	775.37
<i>- Eligible for Immediate Early Retirement with 25 years of service (under age 60)</i>				
+ Robert Solana	12/01/2020	10/01/2015	3,277.31	2,742.05
+ Mary Parker	03/01/2021	10/01/2015	2,439.02	1,975.57
+ Robert Matassa	03/01/2021	10/01/2015	2,523.23	2,007.33
+ Deborah Culpepper	08/01/2021	10/01/2015	3,036.73	2,387.58
+ Robert Lavender	12/01/2021	10/01/2015	2,901.11	2,260.39
+ Billy Barnes	04/01/2023	10/01/2015	4,303.08	3,220.37
+ Joaquin De Sousa	04/01/2023	10/01/2015	3,314.09	2,522.75
+ Paul Riley	04/01/2023	10/01/2015	3,954.30	3,124.18
+ Kenneth Wolf	07/01/2023	10/01/2015	4,346.26	3,536.82
+ Paul Lockaby	08/01/2025	10/01/2015	2,887.33	2,047.45

* Note 10/1/15 date indicates eligible for immediate Normal or Early Retirement

+ Has already attained 25 years of service.

CITY OF PORT ORANGE GENERAL EMPLOYEES
DEFINED BENEFIT RETIREMENT PLAN

IX. RETIREMENT STATUS (Con't)

A. ACTIVE PARTICIPANTS ELIGIBLE TO RETIRE WITHIN THE NEXT FIVE YEARS

- *Eligible for Early Retirement with 25 years of service within 2 years.*

Rigoberto Camacho	Debbie Grabowski	+ Nancy Zuber
+ Chapman Glor	+ Mitchell Thomas	

+ Has already attained 25 years of service.

* Currently eligible for Early Retirement with less than 25 years of service..

- *Others Eligible for Immediate Early Retirement (less than 25 yrs, no supplemental benefit)*

Catherine Campbell	Iwona Kalisiak	Peggy Munroe
William Geno	Pok-Yen Leong	Paul Solerno
Deborah Hupf	Michael Madorma	Thomas Zuber

B. TERMINATED/INACTIVE with REFUNDS of CONTRIBUTIONS DUE

<u>Name</u>	<u>Termination Date</u>	<u>Refund Due</u>
Amado Cotto	02/26/2014	\$517.42
Eleanor Coyne	11/05/2004	778.37
Joshua Eddy	contrib. in error	88.02
Stephen Edwards	09/22/2011	20.45
William Farley	10/14/2004	858.50
David Ferguson	05/11/2007	2,442.25
Randy Forbes	07/10/2015	577.26
Charles Garay	07/12/2013	997.44
Michael Leissler	07/14/2014	2,558.15
William McCord	03/21/2014	22,155.26
Lee McFarland	08/28/2008	58.85
Peter Petillo	05/01/2015	1,732.96
Chase Route	07/18/2014	4,161.80
Jeffrey Starr	11/05/2004	<u>556.24</u>
Totals		\$37,502.97
Additional second payments due:		<u>535.55</u>
Grand Total:		\$38,038.52

CITY OF PORT ORANGE GENERAL EMPLOYEES
DEFINED BENEFIT RETIREMENT PLAN

IX. RETIREMENT STATUS (Cont.)

C. Terminated Participants Eligible For Future Benefits

<u>Name</u>	<u>Termination Date</u>	<u>Normal Retirement Date</u>	<u>Monthly Benefit at NRD</u>	<u>Present Value * of Benefits (October 1, 2015)</u>
J. Dombrowski	01/02/2013	07/01/2029	\$121.38	\$12,979 ++
D. Foster	06/14/2013	09/01/2035	908.31	43,730 ++
R. Jacquish	02/17/2006	02/01/2029	476.78	23,932
M. Kronenberg	06/08/2007	12/01/2026	976.10	56,316
K. Mouyard	04/05/2006	10/01/2026	189.53	13,195 ++
R. Smith	03/08/2013	01/01/2028	2,788.24	144,498
M. Stefanik	09/29/2008	12/01/2015	56.05	7,391 ++
D. Thames*	10/23/2013	02/01/2024	1,026.98	104,710
D. Trainor	02/18/2015	09/01/2027	419.24	31,266
F. Yacek	09/30/2013	10/01/2020	94.01	<u>10,667</u> ++

* *Eligible for immediate early retirement.*

\$448,684

D. Retired and Disabled Participants Receiving Monthly Benefits

<u>Retired/ Deceased</u>		<u>Actual Retirement Date</u>	<u>Option Chosen</u>	<u>Monthly Pension</u>	<u>Present Value* of Benefits (October 1, 2015)</u>
<u>Name</u>	<u>Age</u>				
Eliz. Barnhart	60	01/01/2013	Life	\$3,758.64	\$507,851
William Blackey	66	08/01/2011	J & 100%	492.27	69,384
Thomas Bliven	72	10/01/2011	10 Yr. Only	1,184.26	70,243
Janet Bowey	73	03/01/2011	Life	169.24	17,805
Robert Breaks	73	07/01/2008	Life	708.87	68,852
Anna Cady	61	01/01/2011	10 C&L	2,808.30	376,759
Kath. Chamberlain	64	12/01/2014	Life	803.75	102,346
James Conforti	72	04/01/2014	J & 100%	611.91	78,755
Walter Cooper	67	09/01/2013	Life	1,453.46	166,606
Robert Day	64	11/01/2012	J & 100%	2,633.89	369,312
Dennis Dearborn	72	07/01/2008	Life	1,409.73	141,335
Ellis, benef. of Ruben	76	10/01/2006	10 C&L	893.52	86,174
Cindy Findley (ben)	56	11/01/2004	Life	423.80	58,296
James Foster	72	04/01/2011	Life	4,032.48	404,283
James Franklin	64	07/01/2013	J & 50%	3,805.31	505,897

Note: Monthly Amounts include Supplemental Retirement Benefits where applicable.

The Supplemental benefits are Life Only (thus not subject to selected option shown).

* Using PR-2000 Mortality with Scale BB proj. and 7.5% interest.

++ Value shown is eligible refund, as this is more than actuarial value of benefit.

CITY OF PORT ORANGE GENERAL EMPLOYEES
DEFINED BENEFIT RETIREMENT PLAN

IX. RETIREMENT STATUS (Cont.)

D. Retired and Disabled Participants Receiving Monthly Benefits (continued)

<u>Name</u>	<u>Age</u>	<u>Actual Retirement Date</u>	<u>Option Chosen</u>	<u>Monthly Pension</u>	<u>Present Value* of Benefits (October 1, 2015)</u>
Frank Fuhrman	69	05/01/2013	Life	3,320.02	363,652
Fred Griffith	58	09/01/2015	Life	4,543.01	609,421
Sandra Grimm	77	01/01/2004	10 C&L	1,428.58	132,949
Rebecca Groom	65	10/01/2010	J & 100%	2,457.09	335,115
William Groom	67	01/01/2008	J & 100%	2,253.96	302,226
Stella Gurnee	61	08/01/2014	J & 75%	1,321.01	188,180
Hacker (ben. Vail.)	43	11/01/2010	Life	395.50	61,466
Elizabeth Hammons	69	02/01/2013	Life	1,596.60	184,740
K. Hopkins-Peace	61	09/01/2013	10 C&L	1,586.62	214,364
Steven Hunt	65	10/01/2010	J & 100%	2,793.36	391,959
Margaret Kelley	81	07/01/2007	Life	832.60	66,877
Shirley Kelly	68	10/01/2010	Life	3,469.66	410,152
Kathryn Kincaid	77	10/01/2008	10 C&L	1,377.13	129,502
Frank Klimek	77	05/01/2004	10 C&L	1,802.47	151,569
Mike Koch	62	03/01/2013	J & 50%	3,530.36	489,815
Chris. Kosuta	57	11/01/2013	J & 50%	1,851.28	262,474
Glenda Leftwich	70	01/01/2011	10 C&L	1,033.35	118,246
Steven Levine	57	06/01/2013	J & 100%	2,579.16	389,281
Ray Mac Duffie	69	09/01/2011	Life	625.21	68,247
Roger May (bene)	62	03/01/2011	Life	775.98	98,135
Dennis McCurry	61	07/01/2011	Life	2,517.57	357,144
John McNulty	72	07/01/2008	J & 50%	980.89	73,206
Nan Milhollen	65	10/01/2008	10 C&L	3,050.53	383,687
Lee Miller	69	08/01/2015	J & 100%	505.28	67,799
Wm. Monning (ben.)	75	10/01/2007	Life	1,445.22	126,938
G. Norris (bene.)	74	09/01/2008	Life	2,155.45	219,911
William Oddie	67	04/01/2014	Life	2,726.69	313,515
Roberta Palmer	71	10/01/2010	Life	3,673.00	406,763
Ken Parker	69	10/01/2012	J & 100%	5,508.77	686,575
Janice Parsons	64	10/01/2011	J & 100%	3,909.02	544,793

Note: Monthly Amounts include Supplemental Retirement Benefits where applicable.
The Supplemental benefits are Life Only (thus not subject to selected option shown).

* Using PR-2000 Mortality with Scale BB proj. and 7.5% interest.

CITY OF PORT ORANGE GENERAL EMPLOYEES
DEFINED BENEFIT RETIREMENT PLAN

IX. RETIREMENT STATUS (Cont.)

D. Retired and Disabled Participants Receiving Monthly Benefits (continued)

<u>Name</u>	<u>Age</u>	<u>Actual Retirement Date</u>	<u>Option Chosen</u>	<u>Monthly Pension</u>	<u>Present Value* of Benefits (October 1, 2015)</u>
Michael Peace	57	03/01/2013	J & 50%	\$3,140.90	\$431,580
Warren Pike	56	02/01/2015	10 C&L	3,721.69	518,883
Wilford Potts	76	10/01/2008	Life	1,040.28	90,932
Rosemary Redfield	65	01/01/2013	10 C&L	593.38	75,508
Veronica Roberts	69	02/01/2007	Life	1,015.38	117,488
Steve Rorem	66	08/01/2014	Life	1,648.52	193,205
Schulz, Shari (bene.)	59	02/01/2006	Life	739.04	97,829
Henrica Sheffield	65	11/01/2013	Life	2,288.10	286,430
John Shelley	58	03/01/2013	J & 75%	4,595.68	668,198
Linda Sheridan	62	07/01/2008	10 C&L	2,173.28	286,126
Thomas Sheward	63	10/01/2008	10 C&L	2,202.38	274,557
Terry Shroyer	65	12/01/2005	J & 100%	1,203.68	161,138
Thomas Simmons	68	10/01/2010	Life	2,507.28	280,687
Richard Skeens (ben)	63	07/01/2008	Life	1,763.20	210,998
Glenn Smith	64	02/01/2007	10 C&L	1,906.95	232,803
Margaret Sneddon	72	10/01/2007	10 C&L	1,904.74	205,687
Donna Steinebach	55	08/01/2015	J & 50%	4,907.78	720,305
Donald Stuhr	69	06/01/2013	J & 100%	1,249.53	161,654
Robert Sutton	69	05/01/2013	Life	596.47	65,110
Shirley Treon	58	02/01/2013	Life	2,416.28	334,694
Larry Turner	65	07/01/2008	Life	1,463.71	175,159
Wayne Van Arsdale	68	02/01/2010	Life	491.09	53,791
Glen Walker	69	10/01/2007	10 C&L	3,477.10	380,615
Russell Walker	64	05/01/2014	J & 100%	518.96	73,027
Dorothy Whitmarsh	71	06/01/2005	J&50%S	1,415.50	165,353
Judith Wilson	71	03/01/2010	Life	2,506.31	276,809
Steven Wilson (ben)	64	08/01/2015	Life	157.09	20,328
Steven Wolf	59	08/01/2011	Life	2,679.15	354,648
Marceda Zurawski	63	02/01/2015	Life	1,455.77	188,720
<u>Disabled</u>					
J. Briguglio (ben.)	x	09/01/2006	10 Yr. Only	\$399.90	4,399
Brian Cover (ben.)	64	02/01/2007	10 Yr. Only	756.57	19,847
Gerald Taylor	70	08/01/2004	10 C&L	<u>1,187.68</u>	<u>126,226</u>
Totals				\$149,358.17	\$18,425,332

Note: Monthly Amounts include Supplemental Retirement Benefits where applicable.

The Supplemental benefits are Life Only (thus not subject to selected option shown).

* Using PR-2000 Mortality with Scale BB proj. and 7.5% interest.

CITY OF PORT ORANGE GENERAL EMPLOYEES
DEFINED BENEFIT RETIREMENT PLAN

APPENDIX A

PENSION TRUST SUMMARY

PLAN SPONSOR: CITY OF PORT ORANGE
TRUSTEE(S): SALEM TRUST
EFFECTIVE DATE: OCTOBER 1, 2003 (Restated as Defined Benefit)
ANNIVERSARY DATE: OCTOBER 1 OF EACH YEAR

DEFINITIONS

Compensation: Basic annual income excluding overtime, commissions and bonuses, but including all tax deferred or tax exempt items of compensation.

The normal retirement benefit shall be determined based on average compensation over the highest five consecutive years within the final ten years prior to retirement or termination. ("Modified" benefit participants are averaged over the highest consecutive eight years – see below regarding who is a Modified benefit participant.)

Accrued Benefit: The normal retirement benefit based on completed years of Credited Service at the time of the calculation.

Credited Service: Service as measured in full years and completed months from date of employment to date of retirement or termination.

Retirement Dates: Normal: A participant shall retire on the first day of the month coinciding with or next following his 65th birthday or 10th year of service, whichever is later.

 Early: A participant who has attained age 55 and completed 10 years of credited service may elect to retire before his normal retirement date.

 Disability: Any participant who becomes totally and permanently disabled shall be entitled to monthly payments.

Eligibility: An employee who is not age 60 as of his Date of Employment shall be eligible to participate in the plan on that date. Effective 10/01/2010, new non-union (civil service) employees are not eligible to participate in this plan. New Participants after January 1, 2012 will earn benefits under new "Modified" provisions, which are specified below.

CITY OF PORT ORANGE GENERAL EMPLOYEES
DEFINED BENEFIT RETIREMENT PLAN

PENSION TRUST SUMMARY (Continued)

Normal: Retirement Benefit:	Upon retirement, a participant shall be entitled to a monthly pension equal to 2.00% (2.12% for years up to 9/30/09) of his average monthly compensation for each year of Credited Service at his normal retirement date. The Normal Form of benefit is Life Only.
Modified Normal: Retirement Benefit:	Upon retirement, a participant shall be entitled to a monthly pension equal to 1.60% of his average monthly compensation for each year of Credited Service at his normal retirement date. The Normal Form of benefit is Life Only.
Supplemental Retirement Benefit:	Upon retirement at Normal Retirement date or later, or Early Retirement with 25 years of Service, a Participant will be eligible for a Supplemental benefit equal to \$16 per year of Service completed prior to September 30, 2009.
Early Retirement Benefit:	Upon retirement at his early retirement date, a participant shall receive his accrued benefit reduced 1/4 of 1% for each month by which his commencement of benefits precedes his normal retirement date. A Participant with 25 or 30 years of Service at his Early Retirement is guaranteed a monthly benefit equal to an unreduced benefit based on their 25 years of service (or 30 year, if applicable) benefit credits. This benefit is in addition to his Supplemental Retirement Benefit, which is subject to the standard Early Retirement reduction factors.
Modified Early: Retirement Benefit:	In addition to the standard early retirement reductions listed above, a Participant with 33 or more years of Service at his Early Retirement is entitled to receive his accrued benefit unreduced for Early Retirement. The 25 and 30 year guaranteed benefits do not apply in the case of the Modified benefit structure.
Disability Benefits:	Different disability benefit levels are provided based on years of service and whether the disability was suffered in the line of duty.
Deferred Retirement Benefit:	A participant who remains in the employment of the City after his normal retirement date shall receive the greater of the normal retirement benefit actuarially increased to his date of retirement, or the benefit based on the normal retirement benefit formula reflecting final average annual salary and service at actual retirement date.

CITY OF PORT ORANGE GENERAL EMPLOYEES
DEFINED BENEFIT RETIREMENT PLAN

PENSION TRUST SUMMARY (Continued)

Death Benefits: Prior to Retirement: The named beneficiary of a deceased participant will receive a monthly annuity payable for life with 10 years certain. The amount will be determined based on the participant's actuarial present value of his accrued benefit, with a minimum of 2 times his salary and a maximum of 100 times his anticipated normal retirement benefit.

Employee Contrib.: Employees are required to contribute 7.5% of basic salary (eff. 10/5/09)

Vesting: A participant shall have a right to his accrued benefit as follows:

<u>Years of Serv.</u>	<u>Vesting</u>	<u>Years of Serv.</u>	<u>Vesting</u>
Less than 5 yrs.	0%	8 years	70%
5 years	25%	9 years	85%
6 years	40%	10 years	100%
7 years	55%		

CITY OF PORT ORANGE GENERAL EMPLOYEES
DEFINED BENEFIT RETIREMENT PLAN

APPENDIX B

ACTUARIAL ASSUMPTIONS

FUNDING METHOD

Aggregate Actuarial Cost Method – A net normal cost is developed by subtracting the Valuation Assets from the PV of Future Benefits, and multiplying that by the ratio of current salaries to the present value of future salaries. The expected employee contributions are subtracted from this amount, and it is adjusted for interest.

Valuation Assets – Smoothed with 5 year recognition of actuarial gains and losses. The method was modified as of 2015 to amortize each year's gain or loss over a closed five year period, rather than on a rolling aggregate basis. This was done to conform the method with ERISA requirements.

INTEREST ASSUMPTION – Funding and FAS-35

Pre-Retirement: 7.5% Compounded Annually

Post-Retirement: 7.5% Compounded Annually

MORTALITY ASSUMPTION – Post Retirement Only

For Funding and FAS-35: RP-2000 Mortality Tables Projected by Scale BB

TURNOVER

None assumed

SALARY SCALE

Salaries are assumed to increase at 4% per year, to the extent limited by law

EARLY RETIREMENT

Participants are assumed to retire early according to the following table:

<u>Age</u>	<u>Rate of Retirement</u>	<u>Age</u>	<u>Rate of Retirement</u>
55	5%	60	5%
56	3%	61	5%
57	3%	62	10%
58	3%	63	5%
59	3%	64	5%

CITY OF PORT ORANGE
GENERAL EMPLOYEES
PENSION PLAN

EMPLOYEE STATUS REPORT
FOR PLAN YEAR BEGINNING OCTOBER 1, 2015

NAME	SEX	ATT YRS TO		ANNUAL	-----DATES-----				STATUS
		AGE	RETIRE		SALARY	BIRTH	EMPLOY	PARTIC	
ALLMAN, SCOTT	M	50	15	\$55,603	05/27/65	01/07/85	10/01/03	06/01/2030	ACTIVE
BALDWIN, ANDREW R	M	51	14	\$30,693	07/11/64	09/24/07	09/24/07	08/01/2029	ACTIVE
BARNES, BILLY C	M	58	8	\$60,278	03/02/58	12/23/81	10/01/03	04/01/2023	ACTIVE
BECKMAN, BRUCE	M	64	2	\$59,429	03/30/52	08/31/81	10/01/03	04/01/2017	ACTIVE
BIZUB, JOSEPH P	M	62	4	\$32,124	03/29/54	11/28/05	11/28/05	04/01/2019	ACTIVE
BONIN, AMANDA L	F	29	36	\$34,774	04/13/86	12/18/06	12/18/06	05/01/2051	ACTIVE
BROWN, DOUGLAS G	M	58	7	\$27,830	06/14/57	05/22/06	05/22/06	07/01/2022	ACTIVE
BRYANT, ROBERT S	M	41	24	\$30,619	06/07/74	09/13/04	09/13/04	07/01/2039	ACTIVE
CAMACHO, RIGOBERTO L	M	57	9	\$41,246	03/05/59	07/13/92	10/01/03	04/01/2024	ACTIVE
CAMPBELL, CATHERINE	F	55	10	\$35,113	08/06/60	03/10/03	10/01/03	09/01/2025	ACTIVE
CARRIZALES, HEATHER	F	39	26	\$46,939	11/01/76	02/04/08	02/04/08	12/01/2041	ACTIVE
CERIBELLI, BETTY G	F	71	0	\$51,288	09/25/44	03/15/04	03/15/04	04/01/2014	ACTIVE
CLOER, CHARLES S	M	47	18	\$31,436	02/11/69	05/09/11	05/09/11	03/01/2034	ACTIVE
COCKCROFT, KYNAH R	F	53	12	\$47,635	11/29/62	12/02/91	10/01/03	12/01/2027	ACTIVE
CONLEY, DENNIS	M	49	16	\$23,724	01/31/67	10/03/11	10/03/11	02/01/2032	ACTIVE
CROMIE, MICHAEL C	M	48	17	\$42,027	05/21/67	05/15/00	10/01/03	06/01/2032	ACTIVE
CULPEPPER, DEBORAH L	F	59	6	\$53,296	07/08/56	07/11/88	10/01/03	08/01/2021	ACTIVE
DE SOUSA, JOAQUIN	M	58	8	\$54,388	03/05/58	11/30/87	10/01/03	04/01/2023	ACTIVE
DESAULNIERS, CHRIS R	M	45	20	\$29,926	04/30/70	11/11/02	10/01/03	05/01/2035	ACTIVE
DESSOYE, DERICK J	M	35	30	\$31,398	01/04/81	03/31/03	10/01/03	02/01/2046	ACTIVE
DIXON, TRAVIS S	M	41	24	\$39,846	01/11/75	12/04/00	10/01/03	02/01/2040	ACTIVE
DONAHUE, KENT E	M	49	17	\$63,689	03/06/67	04/27/98	10/01/03	04/01/2032	ACTIVE
DOUD, MARK J	M	51	14	\$35,505	06/24/64	03/09/98	10/01/03	07/01/2029	ACTIVE
DRIVER, STEPHEN P	M	52	13	\$50,007	06/29/63	01/03/89	10/01/03	07/01/2028	ACTIVE
DYER, JEFFREY J	M	60	5	\$32,947	05/31/55	06/04/01	10/01/03	06/01/2020	ACTIVE
EISENMAN, SHAWN	M	42	23	\$26,603	11/10/73	09/20/10	09/20/10	12/01/2038	ACTIVE
FAIRCLOTH, DEBORAH J	F	64	1	\$48,098	06/06/51	05/18/98	10/01/03	07/01/2016	ACTIVE
FERGUSON, BRUCE	M	52	13	\$58,249	08/07/63	05/22/89	10/01/03	09/01/2028	ACTIVE
FERRARA-DALY, LISA M	F	46	19	\$32,782	09/19/69	08/20/01	10/01/03	10/01/2034	ACTIVE
FERREIRA, PETER M	M	31	34	\$47,447	07/18/84	01/08/07	12/31/06	08/01/2049	ACTIVE

CITY OF PORT ORANGE
GENERAL EMPLOYEES
PENSION PLAN

EMPLOYEE STATUS REPORT
FOR PLAN YEAR BEGINNING OCTOBER 1, 2015

NAME	SEX	ATT YRS TO		ANNUAL	-----DATES-----				STATUS
		AGE	RETIRE		SALARY	BIRTH	EMPLOY	PARTIC	
FRANKLIN, DONALD	M	33	32	\$52,041	06/12/82	12/28/09	12/28/09	07/01/2047	ACTIVE
FRAZIER, ROBERT A	M	55	10	\$29,054	07/15/60	05/15/06	05/15/06	08/01/2025	ACTIVE
GAINES, DENNIS L	M	53	13	\$29,015	03/08/63	10/20/08	10/20/08	04/01/2028	ACTIVE
GENO, WILLIAM J	M	56	9	\$41,828	07/29/59	10/06/97	10/01/03	08/01/2024	ACTIVE
GLOR, CHAPMAN K	M	54	11	\$65,957	12/27/61	08/03/87	10/01/03	01/01/2027	ACTIVE
GRABOWSKI, DEBBIE G	F	60	5	\$47,662	01/17/56	09/21/92	10/01/03	02/01/2021	ACTIVE
GRASSO, DARREN J	M	49	16	\$32,634	05/12/66	01/17/05	01/17/05	06/01/2031	ACTIVE
GREEN, CHRISTOPHER B	M	47	18	\$39,532	02/28/69	02/17/97	10/01/03	03/01/2034	ACTIVE
GREEN, JOHNNIE M	M	57	8	\$57,516	09/24/58	04/10/06	04/10/06	10/01/2023	ACTIVE
GUENTHER, JEFFREY S	M	55	10	\$40,476	02/26/61	11/21/94	10/01/03	03/01/2026	ACTIVE
GUNNLAUGSSON, JULIE	F	55	10	\$27,373	08/20/60	10/24/05	10/24/05	09/01/2025	ACTIVE
HALL, JOHN L	M	50	15	\$46,332	11/12/65	10/04/93	10/01/03	12/01/2030	ACTIVE
HENDRIETH, IZELL A	M	58	7	\$21,041	07/21/57	08/25/08	08/25/08	08/01/2022	ACTIVE
HICKS, MELISSA A	F	32	33	\$40,768	11/19/83	01/10/05	01/10/05	12/01/2048	ACTIVE
HILL, DANIEL T	M	65	0	\$53,598	11/11/50	10/28/91	10/01/03	12/01/2015	ACTIVE
HOOD, LEWIS J	M	53	12	\$34,669	07/15/62	08/23/99	10/01/03	08/01/2027	ACTIVE
HUPF, DEBORAH K	F	58	7	\$22,206	07/28/57	10/04/04	10/04/04	08/01/2022	ACTIVE
JOHNSON, LINDA D	F	61	4	\$56,301	08/28/54	09/01/00	10/01/03	09/01/2019	ACTIVE
JOSEPH, DENA M	F	47	18	\$42,115	02/14/69	11/27/95	10/01/03	03/01/2034	ACTIVE
JOWERS, JEFFREY R	M	45	20	\$26,270	05/26/70	09/10/07	09/10/07	06/01/2035	ACTIVE
KALISIAK, IWONA M	F	57	8	\$28,052	11/13/58	08/09/04	08/09/04	12/01/2023	ACTIVE
KINGSBURY, COREY	M	40	25	\$40,798	06/06/75	06/07/10	06/07/10	07/01/2040	ACTIVE
KOSKO, MARK M	M	47	18	\$32,947	01/22/69	06/18/01	10/01/03	02/01/2034	ACTIVE
KUCERA, CHRISTOPHER	M	65	0	\$54,849	10/14/50	08/19/85	10/01/03	11/01/2015	ACTIVE
KUSHMAUL, ROGER N	M	64	1	\$25,097	10/07/51	03/05/07	02/28/07	03/01/2017	ACTIVE
LANGDON, RICHARD	M	41	24	\$31,977	09/25/74	03/21/11	03/21/11	10/01/2039	ACTIVE
LANNI, DEBORAH M	F	57	8	\$28,770	02/10/59	12/18/06	12/18/06	03/01/2024	ACTIVE
LAVENDER, ROBERT L	M	59	6	\$53,724	11/10/56	07/18/90	10/01/03	12/01/2021	ACTIVE
LE CLAIR, ROBERT G	M	59	6	\$26,942	10/10/56	09/17/07	09/17/07	11/01/2021	ACTIVE
LEE, LIT Y	M	45	20	\$27,052	12/13/70	12/20/04	12/20/04	01/01/2036	ACTIVE

CITY OF PORT ORANGE
GENERAL EMPLOYEES
PENSION PLAN

EMPLOYEE STATUS REPORT
FOR PLAN YEAR BEGINNING OCTOBER 1, 2015

NAME	SEX	ATT YRS TO		ANNUAL	-----DATES-----				STATUS
		AGE	RETIRE		SALARY	BIRTH	EMPLOY	PARTIC	
LENARCIC, ANDREW M	M	40	25	\$26,282	02/14/76	01/08/07	01/08/07	03/01/2041	ACTIVE
LEONG, VINSON P	M	58	7	\$32,580	01/11/58	08/07/00	10/01/03	02/01/2023	ACTIVE
LEUZINGER, KERRY A	M	54	11	\$83,345	08/01/61	10/27/03	10/27/03	09/01/2026	ACTIVE
LOCKABY, PAUL M	M	55	10	\$42,244	07/30/60	12/16/85	10/01/03	08/01/2025	ACTIVE
LONDON, TRACY M	F	42	23	\$35,841	04/12/73	03/31/03	10/01/03	05/01/2038	ACTIVE
LOVALLO, SUSAN L	F	46	19	\$95,840	10/24/69	01/13/03	10/01/03	11/01/2034	ACTIVE
MACKEY, JOHN A	M	55	10	\$29,154	11/12/60	08/22/11	08/22/11	12/01/2025	ACTIVE
MADORMA, MICHAEL	M	56	9	\$34,798	09/20/59	05/20/02	10/01/03	10/01/2024	ACTIVE
MATASSA, ROBERT T	M	60	5	\$46,416	02/29/56	09/11/89	10/01/03	03/01/2021	ACTIVE
MATTER, BRETT J	M	36	30	\$34,465	03/13/80	04/24/00	10/01/03	04/01/2045	ACTIVE
MCDONALD, HEATHER	F	45	20	\$34,988	06/17/70	09/28/08	09/28/08	07/01/2035	ACTIVE
MEADOWS, RICHARD T	M	52	13	\$35,252	07/26/63	07/10/06	07/10/06	08/01/2028	ACTIVE
MICHAELS, HAROLD R	M	62	3	\$41,676	08/19/53	07/31/06	07/31/06	09/01/2018	ACTIVE
MILLER, CARMEN L	F	60	5	\$42,149	04/04/55	08/03/98	10/01/03	05/01/2020	ACTIVE
MUNROE, PEGGY A	F	56	9	\$34,531	08/20/59	05/10/99	10/01/03	09/01/2024	ACTIVE
PALLANTE, LISA A	F	53	12	\$56,804	10/10/62	07/07/08	07/07/08	11/01/2027	ACTIVE
PARKER, MARY E	F	60	5	\$41,391	02/18/56	02/09/87	10/01/03	03/01/2021	ACTIVE
PISKURA, JAMES	M	58	7	\$23,733	07/10/57	11/30/09	11/30/09	08/01/2022	ACTIVE
REED, BARBARA J	F	63	2	\$30,080	12/30/52	02/10/03	10/01/03	01/01/2018	ACTIVE
REED, BRENT A	M	44	21	\$31,512	12/06/71	01/10/05	01/10/05	01/01/2037	ACTIVE
RILEY, PAUL E	M	58	8	\$54,834	03/10/58	08/03/81	10/01/03	04/01/2023	ACTIVE
RIVERA, CYNTHIA K	F	47	18	\$34,545	05/19/68	06/30/05	06/30/05	06/01/2033	ACTIVE
ROWLES, COMMODORE P	M	53	12	\$28,010	08/30/62	04/26/10	04/26/10	09/01/2027	ACTIVE
ROWLEY, JANOS Y	M	34	31	\$24,970	07/16/81	11/14/11	11/14/11	08/01/2046	ACTIVE
RUBIN, HEATHER R	F	43	22	\$29,703	11/04/72	05/02/05	05/02/05	12/01/2037	ACTIVE
SALERNO, PAUL	M	58	7	\$61,130	06/26/57	05/08/95	10/01/03	07/01/2022	ACTIVE
SCHARF, MICHAEL J	M	62	3	\$40,902	07/27/53	07/17/95	10/01/03	08/01/2018	ACTIVE
SICOWITZ JR, CHARLES	M	30	36	\$27,511	03/06/86	07/26/11	07/26/11	04/01/2051	ACTIVE
SISK, JENNIFER L	F	42	23	\$39,908	08/20/73	12/04/06	12/04/06	09/01/2038	ACTIVE
SITES, CARL E	M	54	12	\$28,184	03/10/62	01/07/08	01/07/08	04/01/2027	ACTIVE

CITY OF PORT ORANGE
GENERAL EMPLOYEES
PENSION PLAN

EMPLOYEE STATUS REPORT
FOR PLAN YEAR BEGINNING OCTOBER 1, 2015

NAME	SEX	ATT YRS TO		ANNUAL	-----DATES-----				STATUS
		AGE	RETIRE		SALARY	BIRTH	EMPLOY	PARTIC	
SMIDDY, MICHAEL	M	55	10	\$23,603	07/28/60	03/14/11	03/14/11	08/01/2025	ACTIVE
SMITH, MICHAEL R	M	37	28	\$27,795	01/21/79	11/15/04	11/15/04	02/01/2044	ACTIVE
SMITH, RICHARD W	M	59	7	\$34,340	03/25/57	07/10/06	07/10/06	04/01/2022	ACTIVE
SOLANA, ROBERT W	M	60	5	\$51,002	11/05/55	10/31/83	10/01/03	12/01/2020	ACTIVE
SOLANA, SHERILYN S	F	39	26	\$29,698	10/02/76	10/04/04	10/04/04	11/01/2041	ACTIVE
TALIAFERRO, TROY P	M	39	26	\$32,546	07/23/76	08/03/05	08/03/05	08/01/2041	ACTIVE
THOMAS, BROCK A	M	29	36	\$27,781	01/21/87	06/26/06	06/26/06	02/01/2052	ACTIVE
THOMAS, MITCHELL A	M	54	11	\$56,279	09/03/61	05/07/90	10/01/03	10/01/2026	ACTIVE
TISCHLER, ALLAN H	M	51	14	\$70,416	09/21/64	04/12/04	04/12/04	10/01/2029	ACTIVE
TOWEY, RICHARD	M	66	0	\$51,198	03/23/50	09/23/77	10/01/03	04/01/2015	ACTIVE
TROUTMAN, THOMAS C	M	65	0	\$69,284	09/05/50	01/03/89	10/01/03	10/01/2015	ACTIVE
VANTHOFF, DAVID K	M	55	11	\$34,447	03/06/61	01/16/06	01/16/06	04/01/2026	ACTIVE
WESTBERRY-MILLER, CO	F	25	40	\$33,557	11/18/90	05/16/11	05/16/11	12/01/2055	ACTIVE
WHELDON, MICHAEL F	M	48	17	\$35,688	07/17/67	02/08/99	10/01/03	08/01/2032	ACTIVE
WIEDEL, CHERYL V	F	51	14	\$44,184	11/07/64	08/17/98	10/01/03	12/01/2029	ACTIVE
WIGGINS, JULIA L	F	46	19	\$61,234	07/14/69	01/30/89	10/01/03	08/01/2034	ACTIVE
WIGGINS, ROBERT H	M	50	15	\$29,473	01/21/66	05/17/04	05/17/04	02/01/2031	ACTIVE
WILLIAMS, DERRICK R	M	52	13	\$42,848	10/25/63	09/11/89	10/01/03	11/01/2028	ACTIVE
WILSON, ADAM B	M	39	26	\$28,832	09/07/76	03/28/05	03/28/05	10/01/2041	ACTIVE
WILSON, RICK T	M	52	13	\$78,992	10/23/63	01/25/88	10/01/03	11/01/2028	ACTIVE
WOLF, KENNETH R	M	57	8	\$53,998	06/05/58	01/27/77	10/01/03	07/01/2023	ACTIVE
YOUNG, LORI A	F	53	12	\$42,367	12/25/62	05/12/97	10/01/03	01/01/2028	ACTIVE
ZUBER, NANCY D	F	55	10	\$54,854	02/23/61	01/19/87	10/01/03	03/01/2026	ACTIVE
ZUBER, THOMAS M	M	60	5	\$30,201	11/14/55	10/27/03	10/27/03	12/01/2020	ACTIVE

CITY OF PORT ORANGE
GENERAL EMPLOYEES
PENSION PLAN

EMPLOYEE STATUS REPORT
FOR PLAN YEAR BEGINNING OCTOBER 1, 2015

NAME	SEX	ATT YRS TO		ANNUAL	-----DATES-----				STATUS
		AGE	RETIRE		SALARY	BIRTH	EMPLOY	PARTIC	
BARNETT, ROBBIE	M	47	18	\$21,051	02/15/69	10/06/14	10/06/14	03/01/2034	NEW PAR
CROXFORD, RONALD	M	45	20	\$21,387	06/17/70	10/06/14	10/06/14	07/01/2035	NEW PAR
CURRY, EDWARD	M	47	18	\$31,616	12/04/68	07/20/15	07/20/15	01/01/2034	NEW PAR
DILLON, JAMES	M	56	9	\$25,230	04/02/59	09/03/12	09/03/12	05/01/2024	ACTIVE
FINDLEY, DAVID G	M	37	28	\$25,295	06/09/78	02/27/12	02/27/12	07/01/2043	ACTIVE
GLOVER, DONNY	M	40	25	\$16,761	09/29/75	04/21/14	04/21/14	10/01/2040	NEW PAR
HAHN, MICHAEL B	M	27	38	\$25,313	05/22/88	04/20/15	04/20/15	06/01/2053	NEW PAR
HAMPTON, JOHN R	M	45	20	\$25,313	08/20/70	07/20/15	07/20/15	09/01/2035	NEW PAR
KREINER, JOSEPH W	M	56	10	\$27,081	03/24/60	04/06/15	04/06/15	05/01/2025	NEW PAR
LEMAY, WILLIAM T	M	38	27	\$30,161	04/12/77	10/06/14	10/06/14	05/01/2042	NEW PAR
MAYE, SHANE R	M	20	45	\$22,261	07/16/95	03/24/14	03/24/14	08/01/2060	ACTIVE
MCGEACHY, MICHAEL F	M	56	9	\$26,707	06/11/59	05/12/14	05/12/14	07/01/2024	ACTIVE
NELSON, KEITH A	M	55	11	\$10,844	03/20/61	09/08/14	09/08/14	04/01/2026	NEW PAR
OWEN, SHAWN T	M	39	26	\$25,094	12/27/76	07/15/13	07/15/13	01/01/2042	ACTIVE
QUARTARARO, SETH	M	24	41	\$23,649	04/10/91	04/06/15	04/06/15	05/01/2056	NEW PAR
REPYNECK, ERIK L	M	41	24	\$30,572	01/09/75	06/03/13	06/03/13	02/01/2040	ACTIVE
TRAYER, DALLAS C	M	35	30	\$15,876	02/24/81	08/17/15	08/17/15	03/01/2046	NEW PAR
WHITE, TRAVES	M	32	33	\$23,650	01/15/84	09/08/15	09/08/15	02/01/2049	NEW PAR

CITY OF PORT ORANGE
GENERAL EMPLOYEES
PENSION PLAN

BENEFIT STATUS REPORT
FOR PLAN YEAR BEGINNING OCTOBER 1, 2015

PARTICIPANT	SEX	AA	RA	MONTHLY COMP.	MONTHLY BENEFIT	ACCRUED BENEFIT	----- VESTED ----- PCT	BENEFIT	PRES. VAL.
ALLMAN, SCOTT	M	50	65	4634	4338.29	2,852.21	100	2852.21	95,778
BALDWIN, ANDREW R	M	51	65	2558	1118.78	371.65	70	260.16	9,346
BARNES, BILLY C	M	58	65	5023	4303.08	3,220.37	100	3220.37	188,701
BECKMAN, BRUCE	M	64	65	4952	3563.10	3,379.34	100	3379.34	312,411
BIZUB, JOSEPH P	M	62	65	2677	721.91	510.19	85	433.66	34,378
BONIN, AMANDA L	F	29	65	2898	2575.35	493.53	70	345.47	2,648
BROWN, DOUGLAS G	M	58	65	2319	751.42	422.85	85	359.42	22,256
BRYANT, ROBERT S	M	41	65	2552	1784.46	552.51	100	552.51	9,260
CAMACHO, RIGOBERTO L	M	57	65	3437	2241.98	1,589.67	100	1589.67	86,195
CAMPBELL, CATHERINE	F	55	65	2926	1329.81	629.52	100	629.52	34,834
CARRIZALES, HEATHER	F	39	65	3912	2641.24	510.58	55	280.82	4,454
CERIBELLI, BETTY G	F	71	69	4274	1145.58	1,145.58	100	1145.58	118,384
CLOER, CHARLES S	M	47	65	2620	1191.97	212.66	0	0.00	0
COCKCROFT, KYNAH R	F	53	65	3970	2936.08	1,880.01	100	1880.01	87,072
CONLEY, DENNIS	M	49	65	1977	800.71	144.98	0	0.00	0
CROMIE, MICHAEL C	M	48	65	3502	2280.67	1,032.26	100	1032.26	29,755
CULPEPPER, DEBORAH L	F	59	65	4441	3036.73	2,387.58	100	2387.58	180,821
DE SOUSA, JOAQUIN	M	58	65	4532	3314.09	2,522.75	100	2522.75	147,731
DESAULNIERS, CHRIS R	M	45	65	2494	1637.32	610.93	100	610.93	14,043
DESSOYE, DERICK J	M	35	65	2617	2257.54	643.93	100	643.93	6,507
DIXON, TRAVIS S	M	41	65	3321	2630.41	966.88	100	966.88	15,481
DONAHUE, KENT E	M	49	65	5307	3664.11	1,834.95	100	1834.95	53,743
DOUD, MARK J	M	51	65	2959	1890.07	1,029.04	100	1029.04	37,104
DRIVER, STEPHEN P	M	52	65	4167	3388.55	2,230.78	100	2230.78	86,781
DYER, JEFFREY J	M	60	65	2746	1065.94	775.37	100	775.37	56,166
EISENMAN, SHAWN	M	42	65	2217	1245.19	209.32	25	52.33	917
FAIRCLOTH, DEBORAH J	F	64	65	4008	1457.65	1,386.01	100	1386.01	155,289
FERGUSON, BRUCE	M	52	65	4854	3920.82	2,421.06	100	2421.06	93,407
FERRARA-DALY, LISA M	F	46	65	2732	1829.52	765.70	100	765.70	21,003
FERREIRA, PETER M	M	31	65	3954	3373.52	555.22	70	388.65	2,991

CITY OF PORT ORANGE
GENERAL EMPLOYEES
PENSION PLAN

BENEFIT STATUS REPORT
FOR PLAN YEAR BEGINNING OCTOBER 1, 2015

PARTICIPANT	SEX	AA	RA	MONTHLY COMP.	MONTHLY BENEFIT	ACCRUED BENEFIT	----- VESTED ----- PCT	BENEFIT	----- PRES. VAL.
FRANKLIN, DONALD	M	33	65	4337	3245.36	445.55	25	111.39	1,008
FRAZIER, ROBERT A	M	55	65	2421	937.81	440.26	85	374.22	18,274
GAINES, DENNIS L	M	53	65	2418	937.61	322.52	40	129.01	5,138
GENO, WILLIAM J	M	56	65	3486	1914.70	1,242.37	100	1242.37	65,332
GLOR, CHAPMAN K	M	54	65	5496	4469.51	3,087.81	100	3087.81	134,875
GRABOWSKI, DEBBIE G	F	60	65	3972	2325.15	1,820.46	100	1820.46	143,013
GRASSO, DARREN J	M	49	65	2720	1443.00	559.76	100	559.76	17,459
GREEN, CHRISTOPHER B	M	47	65	3294	2487.57	1,186.68	100	1186.68	29,853
GREEN, JOHNNIE M	M	57	65	4793	1689.21	856.25	85	727.81	40,851
GUENTHER, JEFFREY S	M	55	65	3373	2168.19	1,401.68	100	1401.68	65,294
GUNNLAUGSSON, JULIE	F	55	65	2281	911.75	442.51	85	376.13	20,753
HALL, JOHN L	M	50	65	3861	2937.34	1,696.60	100	1696.60	54,992
HENDRIETH, IZELL A	M	58	65	1753	487.39	238.83	55	131.36	8,070
HICKS, MELISSA A	F	32	65	3397	2997.37	709.77	100	709.77	6,544
HILL, DANIEL T	M	65	65	4467	2149.33	2,093.32	100	2093.32	215,279
HOOD, LEWIS J	M	53	65	2889	1643.25	921.04	100	921.04	38,560
HUPF, DEBORAH K	F	58	65	1851	667.87	368.85	100	368.85	25,759
JOHNSON, LINDA D	F	61	65	4692	1825.73	1,390.90	100	1390.90	121,577
JOSEPH, DENA M	F	47	65	3510	2737.24	1,498.68	100	1498.68	43,041
JOWERS, JEFFREY R	M	45	65	2189	1216.60	333.53	70	233.47	5,337
KALISIAK, IWONA M	F	57	65	2338	914.29	508.63	100	508.63	32,156
KINGSBURY, COREY	M	40	65	3400	2034.25	339.80	25	84.95	1,319
KOSKO, MARK M	M	47	65	2746	1816.41	773.96	100	773.96	19,620
KUCERA, CHRISTOPHER	M	65	65	4571	2801.81	2,758.89	100	2758.89	285,375
KUSHMAUL, ROGER N	M	64	65	2091	409.02	345.72	70	242.00	22,526
LANGDON, RICHARD	M	41	65	2665	1518.91	209.29	0	0.00	0
LANNI, DEBORAH M	F	57	65	2398	827.07	403.48	70	282.44	17,526
LAVENDER, ROBERT L	M	59	65	4477	2901.11	2,260.39	100	2260.39	146,520
LE CLAIR, ROBERT G	M	59	65	2245	634.04	344.15	70	240.91	15,716
LEE, LIT Y	M	45	65	2254	1406.82	475.58	100	475.58	10,422

CITY OF PORT ORANGE
GENERAL EMPLOYEES
PENSION PLAN

BENEFIT STATUS REPORT
FOR PLAN YEAR BEGINNING OCTOBER 1, 2015

PARTICIPANT	SEX	AA	RA	MONTHLY COMP.	MONTHLY BENEFIT	ACCRUED BENEFIT	----- VESTED ----- PCT	BENEFIT	PRES. VAL.
LENARCIC, ANDREW M	M	40	65	2190	1500.02	362.40	70	253.68	3,735
LEONG, VINSON P	M	58	65	2715	1246.82	811.32	100	811.32	48,064
LEUZINGER, KERRY A	M	54	65	6945	3209.49	1,627.85	100	1627.85	73,346
LOCKABY, PAUL M	M	55	65	3520	2887.33	2,047.45	100	2047.45	99,673
LONDON, TRACY M	F	42	65	2987	2114.06	731.20	100	731.20	15,245
LOVALLO, SUSAN L	F	46	65	7987	5135.46	1,913.47	100	1913.47	52,097
MACKEY, JOHN A	M	55	65	2430	688.38	175.40	0	0.00	0
MADORMA, MICHAEL	M	56	65	2900	1320.78	763.84	100	763.84	39,730
MATASSA, ROBERT T	M	60	65	3868	2523.23	2,007.33	100	2007.33	137,336
MATTER, BRETT J	M	36	65	2872	2607.82	861.03	100	861.03	9,259
MCDONALD, HEATHER	F	45	65	2916	1558.54	327.74	55	180.26	4,669
MEADOWS, RICHARD T	M	52	65	2938	1303.75	525.14	85	446.37	17,264
MICHAELS, HAROLD R	M	62	65	3473	842.44	624.59	85	530.90	44,111
MILLER, CARMEN L	F	60	65	3512	1568.78	1,191.41	100	1191.41	99,424
MUNROE, PEGGY A	F	56	65	2878	1488.90	931.54	100	931.54	55,508
PALLANTE, LISA A	F	53	65	4734	1829.10	632.85	55	348.07	16,288
PARKER, MARY E	F	60	65	3449	2439.02	1,975.57	100	1975.57	154,174
PISKURA, JAMES	M	58	65	1978	497.74	221.36	25	55.34	3,408
REED, BARBARA J	F	63	65	2507	749.91	620.29	100	620.29	61,614
REED, BRENT A	M	44	65	2626	1686.61	549.88	100	549.88	11,174
RILEY, PAUL E	M	58	65	4570	3954.30	3,124.18	100	3124.18	182,762
RIVERA, CYNTHIA K	F	47	65	2879	1617.21	578.00	100	578.00	17,568
ROWLES, COMMODORE P	M	53	65	2334	809.18	221.69	25	55.42	2,298
ROWLEY, JANOS Y	M	34	65	2081	1442.75	145.82	0	0.00	0
RUBIN, HEATHER R	F	43	65	2475	1621.82	500.87	100	500.87	10,801
SALERNO, PAUL	M	58	65	5094	2847.00	1,965.83	100	1965.83	121,430
SCHARF, MICHAEL J	M	62	65	3409	1617.30	1,371.53	100	1371.53	114,500
SICOWITZ JR, CHARLES	M	30	65	2293	1814.99	175.21	0	0.00	0
SISK, JENNIFER L	F	42	65	3326	2117.25	553.91	70	387.74	7,866
SITES, CARL E	M	54	65	2349	905.04	345.31	55	189.92	8,166

CITY OF PORT ORANGE
GENERAL EMPLOYEES
PENSION PLAN

BENEFIT STATUS REPORT
FOR PLAN YEAR BEGINNING OCTOBER 1, 2015

PARTICIPANT	SEX	AA	RA	MONTHLY COMP.	MONTHLY BENEFIT	ACCRUED BENEFIT	----- VESTED ----- PCT	BENEFIT	PRES. VAL.
SMIDDY, MICHAEL	M	55	65	1967	563.87	168.74	0	0.00	0
SMITH, MICHAEL R	M	37	65	2316	1827.83	481.77	100	481.77	5,658
SMITH, RICHARD W	M	59	65	2862	907.56	511.36	85	434.66	27,376
SOLANA, ROBERT W	M	60	65	4250	3277.31	2,742.05	100	2742.05	192,160
SOLANA, SHERILYN S	F	39	65	2475	1841.90	529.95	100	529.95	8,457
TALIAFERRO, TROY P	M	39	65	2712	1961.55	524.42	100	524.42	7,463
THOMAS, BROCK A	M	29	65	2315	2115.81	418.77	85	355.95	2,258
THOMAS, MITCHELL A	M	54	65	4690	3509.05	2,377.58	100	2377.58	106,397
TISCHLER, ALLAN H	M	51	65	5868	3021.05	1,288.49	100	1288.49	45,602
TOWEY, RICHARD	M	66	65	4267	3477.32	3,477.32	100	3477.32	351,940
TROUTMAN, THOMAS C	M	65	65	5774	3078.82	3,078.82	100	3078.82	319,458
VANTHOFF, DAVID K	M	55	65	2871	1165.65	540.61	85	459.52	21,357
WESTBERRY-MILLER, CO	F	25	65	2796	2488.83	208.98	0	0.00	0
WHELDON, MICHAEL F	M	48	65	2974	2025.44	983.09	100	983.09	28,000
WIEDEL, CHERYL V	F	51	65	3682	2344.09	1,219.80	100	1219.80	48,656
WIGGINS, JULIA L	F	46	65	5103	4761.69	2,719.74	100	2719.74	75,643
WIGGINS, ROBERT H	M	50	65	2456	1325.67	547.44	100	547.44	17,485
WILLIAMS, DERRICK R	M	52	65	3571	2876.77	1,817.04	100	1817.04	68,952
WILSON, ADAM B	M	39	65	2403	1762.95	482.38	100	482.38	6,799
WILSON, RICK T	M	52	65	6583	5525.11	3,382.51	100	3382.51	128,411
WOLF, KENNETH R	M	57	65	4500	4346.26	3,536.82	100	3536.82	203,168
YOUNG, LORI A	F	53	65	3531	2211.83	1,299.92	100	1299.92	59,870
ZUBER, NANCY D	F	55	65	4571	3697.53	2,635.39	100	2635.39	139,829
ZUBER, THOMAS M	M	60	65	2517	873.59	595.03	100	595.03	41,621

CITY OF PORT ORANGE
GENERAL EMPLOYEES
PENSION PLAN

BENEFIT STATUS REPORT
FOR PLAN YEAR BEGINNING OCTOBER 1, 2015

PARTICIPANT	SEX	AA	RA	MONTHLY COMP.	MONTHLY BENEFIT	ACCRUED BENEFIT	PCT	----- VESTED ----- BENEFIT	PRES. VAL.
BARNETT, ROBBIE	M	47	65	1754	542.65	25.73	0	0.00	0
CROXFORD, RONALD	M	45	65	1782	589.35	26.14	0	0.00	0
CURRY, EDWARD	M	47	65	2635	772.84	7.03	0	0.00	0
DILLON, JAMES	M	56	65	2103	386.87	92.41	0	0.00	0
FINDLEY, DAVID G	M	37	65	2108	1053.98	118.93	0	0.00	0
GLOVER, DONNY	M	40	65	1397	590.38	31.66	0	0.00	0
HAHN, MICHAEL B	M	27	65	2109	1285.34	14.06	0	0.00	0
HAMPTON, JOHN R	M	45	65	2109	677.83	5.63	0	0.00	0
KREINER, JOSEPH W	M	56	65	2257	361.08	15.05	0	0.00	0
LEMAY, WILLIAM T	M	38	65	2513	1105.94	36.86	0	0.00	0
MAYE, SHANE R	M	20	65	1855	1372.80	41.95	0	0.00	0
MCGEACHY, MICHAEL F	M	56	65	2226	356.10	40.73	0	0.00	0
NELSON, KEITH A	M	55	65	904	166.28	14.46	0	0.00	0
OWEN, SHAWN T	M	39	65	2091	950.81	65.59	0	0.00	0
QUARTARARO, SETH	M	24	65	1971	1292.81	13.14	0	0.00	0
REPYNECK, ERIK L	M	41	65	2548	1083.61	77.68	0	0.00	0
TRAYER, DALLAS C	M	35	65	1323	645.62	1.76	0	0.00	0
WHITE, TRAVES	M	32	65	1971	1051.11	0.00	0	0.00	0



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 03/15/2016

Consent item: No

SUBJECT: Special Recognition: Matthew Petkus.

DEPARTMENT: City Manager

GOAL:

OBJECTIVE:

RECOMMENDED MOTION:

SUMMARY: Recently, Mr. Petkus saved the life of a local resident by performing CPR. We would like to recognize those citizens that show their Port Orange Pride. The attached article provides the details and the two men have maintained a relationship since the event.

Also attached is a letter of recognition.

Staff recommends reading the Letter of Recognition and providing a photo opportunity for Council and Mr. Petkus in the Council chambers for inclusion our social media outlets.

Project Funding Account
No.: No.:

ATTACHMENTS:

1.	Proclamation	Proclamation - Matt Petkus.docx
2.	News-Journal Article Mr. Petkus	N-J Matt Petkus Article 2016.pdf

Donahue, Kent
Johansson, M. Jake

Created/Initiated - 03/01/2016
Final Approval - 03/04/2016

Proclamation

WHEREAS, Matt Petkus, a manager of cardiac services at Halifax Health Medical Center, was heading inside the Malibu Beach Grill, a Port Orange restaurant with his wife at the same time Richard Kirk was hurrying past them in the parking lot; and

WHEREAS, Matt Petkus heard a ‘horrible thud’ and noticed that Richard Kirk was face down on the pavement and immediately put his training and practice to test by quickly responding to a life threatening emergency; and

WHEREAS, Matt quickly turned Richard Kirk over and realized Richard had no pulse and was not breathing, and started CPR, applying two to three inch chest compressions with no successful pulse after one minute, and

WHEREAS, Matt, running out of choices, performed the precordial thump – a closed-fist wallop to the chest that restarts the heart similar to a defibrillator – on Richard Kirk, and within moments checked Rick and found a pulse; and

WHEREAS, Matt Petkus deserves our sincere thanks, recognition and praise for his quick and brave response, excellent judgment and professionalism.

NOW, THEREFORE, I, Allen Green, Mayor of Port Orange, in recognition of his dedication to the medical field and service as a Manager of Cardiac Services at Halifax Health Medical Center, commend

MATT PETKUS

for his outstanding accomplishments, and sincerely thank him for his lifesaving efforts and his service to our community.

On behalf of the City Council, City Staff, and citizens of this community, thank you for all you have done to make Port Orange a better place.

Mayor Allen Green
March 15, 2016

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HEART ATTACK, NO PULSE

In Port Orange, a chance encounter, a life saved

Hospital employee uses 'last resort' CPR fist thump

By Michael Finch II

mike.finch@news-jrn.com

Published: Saturday, January 30, 2016 at 3:30 p.m.

Sitting down inside the Malibu Beach Grill, Richard and Diane Kirk ordered drinks — an unsweetened iced tea and a glass of water — and glanced over the menus for a moment. But Rick couldn't see.

"Just use mine," Diane said, offering him her glasses. Rick decided to run out to the car to get his own. "I'll be back in 38 seconds," Rick said. He went out the door.

From the corner of his eye, Matt Petkus remembers only a flash of the man who ran past him into the Malibu's parking lot. But he won't forget the "horrible thud" that followed.

Petkus was headed inside the Port Orange restaurant with his wife on a recent Saturday when he heard it. Almost in the door, they turned around and the guy was face down on the pavement.

He wasn't breathing. No pulse.

Petkus turned him over and checked his radial artery, feeling for a sign of life. Sensing nothing, he started giving the man CPR. Two- to three-inch chest compressions for what felt like 60 seconds.

Another man had knelt down beside him to check the other wrist. "Do you feel anything?" Petkus asked him. Nothing. There was one other thing, Petkus thought, that might save him: a closed-fist wallop to the chest.

Petkus, a manager of cardiac services at Halifax Health Medical Center, had seen it done before in the hospital.

Physicians sometimes turn to the precordial thump when they want to restart the heart. It acts similar to a defibrillator, sending as many as 15 joules of energy into the organ.

Administering CPR he knew. But the thump he had only witnessed twice from a distance. The American Heart Association recommends it as a last resort. And research on its success rate is unsettled.

What did he have to lose?



Matthew Petkus, a Halifax Health Medical Center employee, left, performed two rounds of CPR on Richard Kirk, who went into cardiac arrest in a restaurant parking lot recently. Kirk didn't know who saved him until Petkus stopped by the hospital the next day. "You were dead when I found you," he told Kirk. News-Journal/JIM TILLER

One minute turned into three. So Diane, still seated inside, walked out to find Rick. And when she did, he still lay on the ground.

A few seconds had passed after Petkus thumped him. Rick's face had turned pallid. Petkus picked up his arm and checked his pulse again. "I think I've got a pulse," he said. He raised his head to open up Rick's air passage and felt him start to breathe again.

Fearing him dead, Diane became distraught.

"I lost it," she recalled later. The medics had arrived by then. They wouldn't let her touch him.

It was cardiac arrest, doctors later said.

A nurse at EmployMed, a clinic in the Halifax Health system, Diane knew he had heart problems. He'd been going to a heart specialist regularly in recent months, she said.

After the episode, Rick, 56, of Port Orange, had surgery at Halifax last week, an aortic valve replacement. It turns out he had three cracked ribs, too, on account of the pressure from the CPR.

The next day, Petkus returned to the hospital to see if Rick was OK and to let him know what had happened. He found him in a room down the hall from his office.

He didn't remember who Petkus was.

"That was you?" Rick said.

So he told him what had occurred; how he fell, glasses still clenched in his hand, in the parking lot; the unsuccessful CPR and the thump.

"You were dead when I got to you," Petkus told him.

With his heart pumping properly again, Rick's facial wounds from the fall were now visible, and his upper body ached.

Joking, Rick said to Petkus, "You really beat the (expletive) out of me."

A small price to pay for life.

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"That was you?" Rick said.

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A small price to pay for life.

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CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 03/15/2016

Consent item: No

SUBJECT: Second Reading - Ordinance No. 2016-2 - Update Chapter 50 Code of Ordinances- Parks & Recreation

DEPARTMENT: Parks & Recreation

GOAL:

OBJECTIVE:

RECOMMENDED MOTION: Move to approve Ordinance No. 2016-2.

SUMMARY: Chapter 50 of the Code of Ordinances relating to Parks and Recreation has not been comprehensively updated since its adoption in 1981. Most changes are simply clean ups in the code and combining sections that were duplicated. These changes are shown by striking out what was eliminated and underlining what was added. The changes reflect one of three categories; Administrative changes that will clean up the code to meet the current practices and delete any duplication, Enforcement that will strengthen our code to make infractions more enforceable and Regulatory which will align our code with State and County regulations. The Parks and Recreation advisory board held a special meeting on February 16, 2016 to discuss the proposed changes. The Board moved to accept the changes and asked for an alternative sign to be used in place of the no smoking signs.

Project Funding Account
No.: No.:

ATTACHMENTS:

1.	Ordinance No. 2016-2	Parks and Rec Code MJ 3.2.16.2ndreading.pdf
2.	Staff report second reading	Staffreportcodes2ndreading.pdf
3.	Alternative sign	SIGN.pdf

Fenwick, Robin

Created/Initiated - 03/01/2016

ORDINANCE NO. 2016-2

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 50, ARTICLE I, SECTION 50-1 PROVIDING FOR DEFINITIONS; AMENDING SECTION 50-2 RELATING TO USE OF PARK PROPERTY AND EQUIPMENT; AMENDING SECTION 50-5 RELATING TO ANIMAL REGULATIONS AT RECREATIONAL FACILITIES; CREATING A NEW SECTION 50-6 ESTABLISHING PARK HOURS; AND SECTION 50-7 REGULATING CAMPING; AMENDING ARTICLE II, SECTION 50-31 RELATING TO PARKS AND RECREATION FACILITY USE; SECTION 50-32 RELATING TO ATHLETIC FACILITY USE; SECTION 50-33 RELATING TO PARKS AND RECREATION PARTNERS APPLICATIONS AND REVIEW; REPEALING SECTION 50-34 RELATING TO FACILITY USE CATEGORIES; SECTION 50-35 RELATING TO RENTAL FEES FOR ATHLETIC FACILITIES; SECTION 50-36 COMMUNITY CENTER RULES OF USE; SECTION 50-37 RELATING TO ATHLETIC FACILITY RULES OF USE; SECTION 50-38 RELATING TO NON-RESIDENT FEES; SECTION 50-39 RELATING TO KENNETH W. PARKER AMPHITHEATER AND COMMUNITY CENTERS USE POLICIES; AND SECTION 50-40 RELATED TO PROHIBITING TOBACCO USE AT YOUTH ATHLETIC ACTIVITIES; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 50 of the Code of Ordinances relating to Parks and Recreation has not been comprehensively updated since its adoption in 1981; and

WHEREAS, amendments to Chapter 50 of the Code of Ordinances are necessary to maintain consistency with current policies and procedures; and

WHEREAS, the Parks and Recreation Board has reviewed and approved the proposed amendments contained herein; and

WHEREAS, for purposes of this Ordinance text with underlined (underlined) type shall constitute additions to the original text and text with strike-through (~~strike-through~~) type shall constitute deletions to the original text;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

SECTION 1. The City Council of the City of Port Orange, Florida hereby amends Section 50-1 of the Code of Ordinances to read as follows:

Sec. 50-1. - ~~Property and equipment~~—Use of Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Athletic facility means a field, court or gymnasium owned and operated by the city, including but not limited to the field/court of play, sidelines and bleachers, where sporting events, practices and games are routinely held.

Parks and recreation partner means a non-profit organization dedicated to extending physical, cultural or social activities to the community while utilizing recreation facilities or athletic facilities in accordance with a written agreement approved by the city manager.

Permit means the approved application returned to the applicant or other instrument prepared by the recreation department indicating the applicant has successfully applied and been granted limited use of an athletic or recreation facility.

Recreation department means the parks and recreation department in and for the City of Port Orange.

Recreation facility means a building, park or amphitheater owned and operated by the city and primarily used for recreational activities, community gatherings and special events.

Service animal means a dog of any breed that is individually trained to do work or perform tasks for people with disabilities.

~~It shall be unlawful for any person to use or occupy buildings, tables, chairs, or other property situated in or on the public parks owned by the city, other than for the purposes for which the property was constructed and placed in, and intended to be used in the parks.~~

SECTION 2. The City Council of the City of Port Orange, Florida hereby amends Section 50-2 of the Code of Ordinances to read as follows:

Sec. 50-2. – ~~Same-Injuring~~ Property and equipment.

(a) ~~It shall be unlawful for any person to use or occupy buildings, tables, chairs, or other property situated in or on any athletic or recreation facility, other than for the purposes for which the property was constructed and placed in, and intended to be used at the facility.~~

(b) It shall be unlawful to injure or destroy any of the buildings, tables, chairs or other property owned by the city and situated in or on any athletic or recreation facility ~~the public parks.~~

SECTION 3. The City Council of the City of Port Orange, Florida hereby amends Section 50-5 of the Code of Ordinances to read as follows:

Sec. 50-5. - Animals prohibited.

(a) ~~The terms used in this section, other than those defined in section 50-1, shall have the same meaning as set forth in section 10-3 of this Code.~~

(b) ~~No person having charge, care, custody or control of any domestic animal or wildlife shall permit any such animal to be at large upon any public property (except in the case of dogs for city established and approved off-leash dog parks). Provided however, no domestic animal or wildlife shall be allowed indoors at any~~

city facility or onto any athletic field, splash pad or playground. This section shall not apply to police K-9 units used for law enforcement, or service animals.

(c) Any violation of this section shall be addressed in accordance with section 10-17 of this Code, and shall be punishable as provided in section 10-18 of this Code.

~~It shall be unlawful to bring dogs, cats or other pets, or other animals, upon the parks, playgrounds, recreational facilities or other similar city property except for approved permitted animal shows, K-9 dogs used for law enforcement, and Seeing Eye dogs.~~

SECTION 4. The City Council of the City of Port Orange, Florida hereby amends Chapter 50, Article I of the Code of Ordinance to establish a new Section 50-6 to read as follows:

Sec. 50-6. – Park hours.

(a) Athletic and recreation facilities shall be open to the public as indicated by the established hours posted on buildings or entrance areas.

(b) Any section or part of any athletic or recreation facility may be declared closed to the public at any time or limited to certain users or times as public interests demand or safety and security indicates. In addition, all or part of an athletic or recreation facility may be closed to the general public during the use of the facility for city sponsored programs or events and the parameters and times of closure is posted at the facility.

(c) It shall be unlawful to enter any athletic or recreation facility or remain therein:

(1) Beyond the established facility hours as posted; or

(2) During a temporary closure as set forth in subsection (b) above.

SECTION 5. The City Council of the City of Port Orange, Florida hereby amends Chapter 50, Article I of the Code of Ordinance to establish a new Section 50-7 to read as follows:

Sec. 50-7. – Camping; exception.

(1) For the purpose of this section, the term “camping” means:

- (a) Sleeping or otherwise being in a temporary shelter out-of-doors; or
 - (b) Sleeping out-of-doors; or
 - (c) Cooking over an open flame or fire out-of-doors.
- (2) No person shall engage in camping on public property except as may be specifically authorized by the appropriate governmental authority by ordinance, rule, regulation or permit.
- (3) The act of sleeping while on public property in and of itself shall not provide a basis for a violation of this section. In order to find a violation of this section, an officer shall determine, at a minimum, that:
 - (a) The person is occupying public property, to wit, property either deeded, or dedicated to or leased by a governmental agency or unity, and
 - (b) The violator is inside a tent or sleeping bag, or is covered by materials such as blankets, newspapers, cardboard, or is inside some form of temporary shelter, or
 - (c) The violator has built a campfire, or
 - (d) The violator is asleep and when awakened he/she volunteers that he/she has no home or other permanent shelter.
- (4) Prior to citing an individual for a violation of this section, if such person is homeless he/she shall be given an opportunity to enter a homeless shelter or alternative shelter, if available. If no such shelter is available, no citation shall be issued. If such shelter is available, and the violator refuses to relocate to an available shelter, a citation may be issued for violation of this section.

SECTION 6. The City Council of the City of Port Orange, Florida hereby amends

Section 50-31 of the Code of Ordinances to read as follows:

Sec. 50-31. - ~~Community centers; objects, permits, restrictions.~~ Recreation facilities.

- (a) Recreation facilities shall be used primarily for physical, social and cultural activities for youths and adults directly under the operating responsibility of the recreation department. Recognizing that suitable indoor facilities for meetings and activities are extremely limited in the city, these facilities may be made available when not in conflict with the department's activities to help ensure that the facilities

are fully utilized. The recreation facilities are designed for multi-purpose use and not as a designated permanent site for continuous rentals by any single individual, group or organization. The recreation department encourages facility use according to the following priority:

- (1) Recreation department operations.
- (2) Parks and recreation partners.
- (3) Non-profit organizations (i.e Scouts) open to citywide membership, without regard to religious or other membership requirements, aimed at promoting and facilitating physical, social or cultural activities for the community.
- (4) Private individuals, groups or organizations utilizing the facility for a non-profit-generating recreational or social activity.
- (5) Private individuals, groups or organizations utilizing the facility for a profit-generating activity (i.e. personal trainers or instructors).

~~The object of the facility policies related herein is to define the purpose for which the recreation facilities under the jurisdiction of the recreation department may be used and the organized groups which may use the facilities.~~

- (b) Recreation facility use for organized activities and events requires a permit. Application for any recreation facility use permit shall be made with the recreation department.
- (c)(b) All permits for use of the facilities will shall be restricted to responsible individuals, groups or organizations and recognized organizations under the provisions outlined in this policy section.
- (d)(c) Applicants for facility use permits shall be must satisfy the issuing office of the recreation department that they will be personally responsible for proper use of the facility or that they represent local organizations that will be responsible for the proper use of the facility, and applicants shall further will guarantee orderly behavior at the facility, and will shall assume strict liability for any damage to city property arising out of their use of the facility.
- (e)(d) Applicants shall be responsible for any negligent acts arising out of their use of the facility and liability will shall be assumed by the recipient of the permit in regard to any such personal injury or property damage claims.

- (f) Permits are not transferable to any other individual, group or organization.
- (g) Rental fees and charges for recreation facilities shall be established by resolution of the city council. All rental rates are subject to state tax. Rental rates may include fees for city staff (including, but not limited to the following personnel: parks and recreation, police, fire, and public works), city services and city contractors. Rental times shall include the time necessary for set-up and clean-up.
- (h)(e) Facilities may be reserved no more than 12 months in advance of the scheduled use and shall require the applicant to place a deposit in an amount established by resolution of city council.
- (i) Any individual, group or organization desiring to use any facility shall not be allowed to rent the facility if, at the time of application, such person or organization is delinquent in payment of any money due to the city.
- (j)(f) Payment of all rental fees and charges for use of facilities, less any deposited amount, shall be made at the issuing office prior to issuance of the permit ~~at the time the permit is issued~~, and shall be at least 14 days ~~48 hours before~~ prior to the scheduled use. ~~Permits not called for at least 48 hours before scheduled use will be void.~~
- (k)(g) Cancellations may be initiated by renter party 30 days ~~48 hours~~ prior to scheduled use with a full refund of the deposit ~~without liability~~. Cancellations made by the renter within 30 days of the scheduled use shall result in forfeiture of the entire deposited amount. The department will issue notices as far in advance as possible, but reserves the right to make later cancellations in the case of extreme necessity or unforeseen circumstances. Notwithstanding the foregoing, the city's liability for cancellation of any facility use shall be limited to the return of deposited funds along with any other applicable rental fees and charges paid by the applicant in anticipation of the use.
- (l) Upon approval of an application for facility use and prior to use of the facility, a facility use agreement shall be signed by the applicant. The facility use agreement shall not be deemed to be a lease. The city does not relinquish the right to control the management of the facility, or to enforce all necessary laws, rules and regulations. Duly authorized representatives of the city may enter the premises at

any time, and all areas shall be under the control of the city. The city retains the right to cause the interruption or termination of any performance or event in the interest of public safety and likewise cause the termination of any performance or event when in the sole judgment of the city any federal, state or local law has been or is likely to be violated, or such termination is otherwise necessary to protect public interest.

(m) The facility use agreement shall require the applicant to:

- (1) Provide a deposit in an amount established by resolution of the city council;
- (2) Provide insurance with the city named as additional insured, with the amount of coverage acceptable to the city, which shall be in a minimum amount of \$1,000,000.00 for bodily injury and \$500,000.00 for property damage; provided, however, that the city's risk manager may require these amounts to be increased for activities involving greater risk;
- (3) Indemnify the city;
- (4) Refrain from making alterations to the electrical, lighting, sound and structural components of the facility without prior written consent of the facility supervisor; and
- (5) Comply with the requirements of this section and the policies and procedures implementing this section promulgated by the city council and recreation department.

(n) No admission charges shall be permissible at any recreation facility except as expressly authorized by the city council.

~~(o)(h)~~ Any activity in which the department's facilities are utilized ~~will~~ shall be conducted according to law and will conform with the lawful standards of the city. ~~No meetings or entertainment will be held for the purpose of advancing any doctrine or theory subversive to the United States or for any immoral or illegal purpose.~~

~~(p)(i)~~ Alcoholic beverages shall not be possessed or consumed in or on any of the municipal facilities operated by the parks and recreation department, unless expressly permitted in accordance with section 6-3 of the Code.

~~(j) Application for a permit for use of the various facilities shall be made at the recreation department main office.~~

SECTION 7. The City Council of the City of Port Orange, Florida hereby amends Section 50-32 of the Code of Ordinances to read as follows:

Sec. 50-32. - Athletics/sports.

- (a) As a matter of policy, athletic facilities ~~athletic and sports fields~~ under the operating responsibility of the recreation department are intended primarily for public recreation use in connection with the recreation department's programs. The athletic facilities are not intended to be used as a designated permanent site for continuous rentals by any single individual, group or organization. ~~When these facilities are not in use for these activities, the~~ The recreation department encourages use of the athletic facilities ~~fields~~ according to the following priority:
- (1) Recreation department operations.
 - (2) ~~Co-sponsored programs~~ Parks and recreation partners.
 - (3) Non-profit organizations (i.e. Scouts) open to citywide membership, without regard to religious or other membership requirements, aimed at promoting and facilitating physical, social or cultural activities for the community.
~~Community, semipublic agency programs such as Scouts and other groups open to citywide membership without regard to religious or other membership requirements; civic and other community organizations.~~
 - (4) Private individuals, groups or organizations utilizing the facility for a non-profit-generating recreational, social or cultural activity.
 - (5) Private individuals, groups or organizations utilizing the facility for a profit-generating activity (i.e. personal trainers or instructors).
- (b) Athletic facility use for organized activities and events requires a permit. Application for any athletic facility permit shall be made with the recreation department.
~~All athletic/sport facilities under the jurisdiction of the department will be scheduled on a permit basis by contacting the athletic office.~~
- (c) Athletic facilities shall be used for games, sports and other athletic activities. Those requesting a facility for other uses must obtain written permission from the parks and recreation department.

- (d) Rules and regulations adopted by the recreation department shall be adhered to at all times, and any infraction of these rules or city ordinances may cause cancellation of the event in-progress as well as hinder the ability to obtain permits for future events.
- (e) No admission charges shall be permissible at any recreation facility except as expressly authorized by the city council.
- ~~(f)(e)~~ The following regulations apply to the rental of athletic and sport facilities:
- (1) Reservation of fields or courts and payment of the applicable fees shall be made in person at the recreation department and must be at least 5 days in advance of and no earlier than six months prior to the scheduled athletic activity ~~athletic office.~~
 - (2) For regular practice sessions ~~without lights~~, reservation of fields or courts shall be made on a first-come, first-served basis. ~~Reservations open each Monday for the week.~~
 - ~~(3) For practice sessions with lights, reservation of fields shall be made as follows:~~
 - ~~a. No later than noon on the day of the practice session.~~
 - ~~b. No later than 3:00 p.m. on Friday preceding any weekend practice session.~~
 - ~~(43)~~ In the event of rain during a reserved time, the recreation department ~~athletic office~~ may:
 - a. Issue a new reservation upon presentation of the original permit; or
 - b. Refund the rental fee for the unused field or court.
 - ~~(54)~~ For a reservation to be effective, the permit shall be in the possession of an individual or team at the field or court during the time of use.
 - ~~(65)~~ Reserved field rentals do not include field preparation ~~bases, lines or maintenance.~~ Field preparation services may be requested upon payment of the corresponding fee established by resolution of the city council.
 - ~~(76)~~ No refund or credit shall be allowed for field preparation once the labor has been completed.

- (7) No signs shall be erected without written permission from the recreation department.
- (8) Individuals, groups or organizations holding permits shall assume full responsibility for any damage to properties of the city and for the negligent conduct of those in the group or organization using the athletic facility.
- (9) Rental fees, charges and deposits for athletic facilities shall be established by resolution of the city council, and shall be paid at least 5 days prior to the rental date.
- (10) A facility use agreement shall be required for any athletic facility rental that is open to the public. The facility use agreement shall require the applicant to:
 - a. Provide insurance with the city named as additional insured, with the amount of coverage acceptable to the city, which shall be in a minimum amount of \$1,000,000.00 for bodily injury and \$500,000.00 for property damage; provided, however, that the city's risk manager may require these amounts to be increased for activities involving greater risk;
 - b. Indemnify the city;
 - c. Refrain from making alterations to the electrical, lighting, sound and structural components of the facility center without prior written consent of the facility supervisor; and
 - d. Comply with the requirements of this section and the policies and procedures implementing this section promulgated by the city council and recreation department.

~~(g)(d)~~ The following additional regulations apply to the rental of athletic facilities for tournaments and all-day use:

- ~~(1) Facilities may not be used for private tournaments organized for private financial gain.~~
- ~~(2) Facilities may be used for tournaments planned for the financial benefit of nonprofit charitable organizations.~~

- (13) A request for each tournament shall be submitted in writing to the recreation department director prior to the reservation of any dates.
- (24) The request shall include the following information:
- a. Purpose of the tournament.
 - b. Names and telephone numbers of the organizers.
 - c. Prospective dates of the tournament.
 - d. Name and address of the ~~benefitting~~ sponsoring organization.
- (35) If the organizers are not employees of the ~~benefitting~~ sponsoring organization, the request shall include a letter of acknowledgment and approval from the organization.
- (46) A facility use agreement shall be executed and submitted to the recreation department athletic office at least 30 days ~~two weeks~~ prior to the anticipated dates.
- (5) The facility use agreement shall require the following from the applicant:
- a. Provide a deposit in an amount established by resolution of the city council;
 - b. Provide insurance with the city named as additional insured, with the amount of coverage acceptable to the city, which shall be in a minimum amount of \$1,000,000.00 for bodily injury and \$500,000.00 for property damage; provided, however, that the city's risk manager may require these amounts to be increased for activities involving greater risk;
 - c. Indemnify the city;
 - d. Refrain from making alterations to the electrical, lighting, sound and structural components of the facility center without prior written consent of the facility supervisor; and
 - e. Comply with the requirements of this section and the policies and procedures implementing this section promulgated by the city council and recreation department.
- (6) Cancellations may be initiated by renter party 14 days prior to scheduled use with a full refund of the deposit. Cancellations made by the renter within

14 days of the scheduled use shall result in forfeiture of the entire deposited amount. The recreation department will issue notices as far in advance as possible, but reserves the right to make later cancellations in the case of extreme necessity or unforeseen circumstances. Notwithstanding the foregoing, the city's liability for cancellation of any athletic facility use shall be limited to the return of deposited funds along with any other applicable rental fees and charges paid by the applicant in anticipation of the use.

~~A nonrefundable deposit equal to one-half of the total fees due shall be paid at the time the facility use agreement is submitted. The balance of all fees due shall be paid prior to the issuance a reservation contract.~~

- (78) No dates shall be reserved prior to the execution of the facility use agreement.
- (89) Field rentals for tournaments do not include ~~bases, lines~~ field preparation or maintenance. Field preparation services may be requested upon payment of the corresponding fee established by resolution of the city council.

~~(e) The following regulations apply to the rental of athletic and sport equipment:~~

- ~~(1) Rental of equipment shall be approved in conjunction with rental of a field where appropriate.~~
- ~~(2) No rental of equipment shall exceed two days use.~~
- ~~(3) All equipment shall be rented from and returned to the athletic office weekdays during normal business hours.~~
- ~~(4) Any equipment rented shall require a security deposit and rental fee for each item.~~
- ~~(5) Failure to return equipment within the time specified shall result in forfeiture of the security deposit as follows:
 - ~~a. Ten dollars of the deposit on the first day late.~~
 - ~~b. The balance of the deposit on the second day late.~~~~
- ~~(6) The cost of repair or replacement of equipment that is returned broken shall be deducted from the security deposit.~~
- ~~(7) At the time the equipment is rented, the person renting the equipment shall:
 - ~~a. Present a valid Florida driver's license; and~~~~

~~b. — Pay all applicable deposits and rental fees.~~

~~(8) — No refund shall be allowed for loss of use of equipment due to unfavorable weather conditions. The athletic office may issue a credit for future use of the equipment.~~

SECTION 8. The City Council of the City of Port Orange, Florida hereby amends Section 50-33 of the Code of Ordinances to read as follows:

Sec. 50-33. - ~~Special interest club co-sponsorship groups~~ Parks and recreation partners policies.

(a) Any organization seeking to become a parks and recreation partner shall apply to the recreation department and shall meet the following minimum eligibility requirements:

(1) Must be a non-profit organization registered with the Florida Department of State, Division of Corporations.

(2) Must undergo background screening for all adults who will be working with children in the organization in accordance with Sections 934.0438, 435.03, and 435.04, Florida Statutes, as may be amended from time to time.

(3) Must offer physical, social or cultural activities for the community.

(4) Must have city residents for at least 50 percent of its participants.

~~Misunderstandings and conflicts often develop in the sponsorship relationship between recreation departments and special interest clubs when there is only an oral discussion between the staff member and the club president or representative. To offset this possibility, it behooves the department to develop a written policy of understanding, with a copy to be inserted in the minutes of the club meeting.~~

(b) The following factors shall be considered in determining whether to approve or deny a parks and recreation partner request:

~~The city may sponsor certain recreation organizations on the following considerations:~~

~~(1) There is an existing~~ The existing need for the services offered by the applicant organization and its services.

- (2) The services offered by the applicant do not result in the unnecessary duplication of services already being offered by the recreation department or others. Duplication of services may be acceptable depending on supply and demand for a particular service.

~~Consideration will be given as to possible duplication of the organization's services with other services offered by other local organizations, and with similar activities conducted by the department.~~

- (3) The quality of services offered ~~organization membership must be open to residents of the city.~~

(c) Applications for parks and recreation partners shall be processed as follows:

- (1) Applicant for parks and recreation partner shall submit an application, in writing, to the recreation department.
- (2) The parks and recreation director, or his or her designee, shall review the application for completeness and minimum eligibility requirements, and may reject any applications which are incomplete or do not meet the minimum eligibility requirements.
- (3) The parks and recreation director shall forward those completed applications which meet the minimum eligibility requirements to the Parks and Recreation Advisory Board with a recommendation of approval or denial.
- (4) The Parks and Recreation Advisory Board shall review the application and the recommendation from the recreation director, and hear the presentation of the applicant at a regularly scheduled meeting.
- (5) The Parks and Recreation Advisory Board shall make a recommendation to the city manager of approval or denial based on the criteria set forth in subsection (b).
- (6) Prior to review by the city manager, the applicant shall execute the parks and recreation partner agreement which shall become effective upon approval by the city manager.
- (7) The city manager shall either approve or deny the application, in writing, upon consideration of the recommendations of the recreation director and

Parks and Recreation Advisory Board, and based on review of the criterion set forth in subsection (b).

- (8) The applicant may appeal a denial by the city manager to the city council by filing written notice of appeal with the city clerk within 10 days of the city manager's written denial. Such notice shall detail the grounds for appeal. Upon receiving a notice of appeal, the city clerk shall schedule the item for city council review on the next regularly scheduled meeting of city council. The decision of city council shall be final.

~~(c)(d)~~ For clarification Upon approval of a parks and recreation partner and in accordance with the parks and recreation partner agreement, the department shall provide the following assistance services without charge to parks and recreation partners sponsored groups:

- (1) Provide facilities for activity on a first-priority use basis, other than when the facility is used by the department for its programs.
- ~~(2) Provide leadership assistance and clerical service in photocopying announcements and material.~~
- ~~(2)(3)~~ Assist in promoting and publicizing the organization's ~~club's~~ program; this includes listing the activities in brochures, announcements, releases to the press, etc.
- ~~(3)(4)~~ Provide leadership assistance, consultation and other aid as needed₇, ~~insofar as possible.~~

(d) ~~It is expected that the sponsored organization will~~ Parks and recreation partners shall adhere to the department's policies and procedures, as follows:

- (1) Provide open membership to the public and give this membership priority to city residents.
- (2) Promote the parks and recreation partner and its services to the best interest of the partner, the city, the department and the public.
- (3) Follow the rules and regulations outlined in the parks and recreation partner agreement with the recreation department. ~~Seek advice and consultation of~~

~~the department relative to preparation of the organization's constitution and bylaws, which must be given final approval by the department.~~

SECTION 9. The City Council of the City of Port Orange, Florida hereby repeals Section 50-34 of the Code of Ordinances in its entirety.

~~Sec. 50-34. Facility use categories—Recreation facilities.~~

- ~~(a) Community centers will be used primarily for physical, social and cultural activities for youth and adults directly under the operating responsibility of the recreation department. Recognizing that suitable indoor facilities for meetings and activities for established recreation groups are extremely limited in the city, these centers may be made available to recognized self-governed recreation groups and community service organizations when not in conflict with the department's activities to help ensure that the facilities are fully utilized.~~
- ~~(b) Rental fees and charges for recreation facilities and equipment shall be established by resolution of the city council based on the following categories:~~
 - ~~(1) Category I.~~
 - ~~a. Recognized youth sports organizations cosponsored by the recreation department using the facilities for business meetings, registration and other activities directly related to their primary purpose.~~
 - ~~b. Volusia County school board programs and activities outlined in the joint use agreement.~~
 - ~~c. Homeowners organizations within the city using the facilities for meetings and activities directly related to their primary purpose.~~
 - ~~d. Crime watch organizations within the city using the facilities for meetings and activities directly related to their primary purpose.~~
 - ~~(2) Category II. Any individual residing in the city or nonprofit charitable or civic organization located in the city using the facilities to conduct a public community service activity for which no admission is charged or donation accepted.~~

- (3) ~~Category III. Any individual residing in the city or nonprofit charitable, civic or fraternal organization, including churches, located in the city using the facilities to conduct a private function or an activity to gain monetary benefits for charity or to maintain a nonprofit organization.~~
- (4) ~~Category IV. Any individual residing in the city or commercial or business organization located in the city using the facilities to conduct an activity to gain monetary benefits for noncharitable purposes or to obtain publicity or advertising.~~
- (5) ~~Category V. Any individual not residing in the city or organization not located in the city.~~
- (c) ~~Category I shall be exempt from rental fees and charges for facilities and equipment. Category I shall be charged cleaning deposits and staff time if the facility is used weekdays during normal business hours.~~
- (d) ~~Category IV may be charged 15 percent of the gross monetary benefits, if such amount exceeds the rental fee for the facility.~~
- (e) ~~Category V shall be charged the rental fee for the facility applicable to category II, III or IV plus an additional 30 percent.~~

SECTION 10. The City Council of the City of Port Orange, Florida hereby repeals Section 50-35 of the Code of Ordinances in its entirety:

~~Sec. 50-35. Same—Athletics/sports.~~

- (a) ~~Rental fees and charges and security deposits for athletic and sport facilities and equipment shall be established by resolution of the city council.~~
- (b) ~~Any individual not residing in the city or organization not located in the city shall be charged the rental fee for the facility or equipment plus an additional 30 percent.~~

SECTION 11. The City Council of the City of Port Orange, Florida hereby repeals Section 50-36 of the Code of Ordinances in its entirety:

~~Sec. 50-36. General rules and regulations—Community centers. Modified~~

- (a) ~~Permits for groups composed of minors will be issued only to adults who accept responsibility for supervising them throughout the period covered by the permit.~~

- ~~(b) — No tickets are to be sold at the door or no admission charges, donations or other money-raising methods shall be made except as expressly authorized by the director of recreation and the city manager or so noted on the permit.~~
- ~~(c) — Use of the kitchen and/or serving of food for the function shall be authorized and approved on the permit.~~
- ~~(d) — No group shall conduct any activity causing undue extra work for the custodian unless previous agreement has been made for work reimbursement.~~
- ~~(e) — Decorations shall not be installed in any manner or form without the approval of the center director.~~
- ~~(f) — Alcoholic beverages shall not be possessed or consumed in or on any of the municipal facilities operated by the parks and recreation department, unless expressly permitted in accordance with section 6-3 of the Code.~~
- ~~(g) — Control of the lights, thermostats, equipment and the locking or unlocking of doors of the centers are the responsibilities of the staff member assigned to the facility at the time of the function.~~
- ~~(h) — Chairs, tables and other furnishings or building equipment may not be removed from the building except with approval of the staff member.~~
- ~~(i) — Permits are not transferable to another party, individual or group.~~

SECTION 12. The City Council of the City of Port Orange, Florida hereby repeals Section 50-36 of the Code of Ordinances in its entirety:

Sec. 50-37. — Same — Athletics/sports.

- ~~(a) — Persons or groups holding permits shall assume full responsibility for any breakage or damage to properties of the city and for the negligent conduct of those in the group using the facility.~~
- ~~(b) — Rules and regulations adopted by the recreation department shall be adhered to, and any infraction of these rules or city ordinances will cause cancellation of the event in progress as well as permits for future events.~~
- ~~(c) — Public facilities administered by the department may not be used for private instruction or financial gain.~~

- ~~(d) Distribution of pamphlets, sales education articles, promotional campaign material or commercial demonstrations for monetary gain in any way shall not be permitted.~~
- ~~(e) Lights are not to be turned on until needed and are to be turned off ten minutes after the last game of the evening is over.~~
- ~~(f) No signs are to be erected without departmental permission.~~
- ~~(g) The city manager or his designee will consider requests for animal shows and similar activities and shall issue a permit to conduct such activity. Fees for the use of the recreation facility for approved animal shows and similar activities shall be as set forth in the appropriate user fee resolution.~~
- ~~(h) Athletic/sports facilities shall be used for games, sports and other recreational activities. Those requesting a facility for other uses must obtain written permission from the city's recreation director and the city manager.~~

SECTION 13. The City Council of the City of Port Orange, Florida hereby repeals Section 50-38 of the Code of Ordinances in its entirety:

Sec. 50-38. – Nonresident fees; waiver of fees.

- ~~(a) Due to rising maintenance costs, it has become necessary to charge fees to those people using facilities and athletic fields and who do not reside, own property, or operate a business within the corporate limits of the city.~~
- ~~(b) Non-residency fees shall be charged for each specific activity for only the duration of the class/activity with no use privileges of other facilities.~~
- ~~(c) The city manager is hereby authorized to waive non-resident fees for city employees and their families.~~
- ~~(d) All fees provided for or required under this article shall be in amounts as established by resolution of the city council.~~

SECTION 14. The City Council of the City of Port Orange, Florida hereby repeals Section 50-39 of the Code of Ordinances in its entirety:

Sec. 50-39. – Kenneth W. Parker Performing Arts Center use policies and procedures.

- ~~(a) The object of this section is to establish policies and procedures for use of the Kenneth W. Parker Performing Arts Center by private persons or groups of persons.~~

~~(b) — Restrictions on center use shall be as follows:~~

- ~~(1) — Programs must be open to the public with no admission charge.~~
- ~~(2) — The center is designed for multi-purpose use and not as a designated permanent site for continuous or frequent rentals, i.e., more than once a month.~~
- ~~(3) — Rental rates shall be established by resolution of the city council. All rental rates are subject to state sales tax. Rental rates do not include fees for city staff (including, but not limited to, police, fire and public works), city services and city contractors. Rental times shall include set up and clean up time.~~
- ~~(4) — A person or an organization desiring to use the center shall not be allowed to rent the center if, at the time of application, such person or organization is delinquent in payment of any money due to the city.~~
- ~~(5) — Cancellation of the event by the person or organization responsible for the event (event producer) for reasons other than inclement weather shall require no less than seven days notice prior to the event. Upon cancellation of the event based on such notice, or if the city manager or his designee agrees that inclement weather prevents safe use of the center, the event producer shall be entitled to a return of all monies paid less the nonrefundable deposit, if the event cannot be rescheduled to the mutual satisfaction of the event producer and the city.~~
- ~~(6) — The event producer shall obtain all necessary licenses and permits and shall comply with all applicable city ordinances, including Chapter 42 of this Code relating to noise.~~
- ~~(7) — Performance hours shall be between 7 a.m. and 10 p.m., unless specifically waived by the city council. The event producer shall ensure that the noise level from the event does not exceed 65 decibels as measured at Clyde Morris Boulevard, at the north entrance of the parking lot of the church adjacent to the center.~~
- ~~(8) — No items may be sold without the prior approval of the city manager or his designee. Promotional distribution of free merchandise in sample amounts may be permitted; however, items will not be approved for sale or~~

~~distribution unless they are related to the event on stage, all concession and vending permits are obtained and fees are paid as required, and the event producer has provided an open application period for local vendors as specified in subsection (c) of this section.~~

- ~~(9) No cooking/warming of food is allowed within the confines of the center's seating/stage area under any circumstances. The city manager or his designee shall have final approval as to the location of any cooking/warming of food.~~
- ~~(10) The event producer shall not have paid radio or television broadcasting facilities, films, recordings or video tapes made of the event or any performance during the event located on the center premises without prior written permission by the city manager or his designee.~~
- ~~(11) The event producer's conduct is specifically governed by the provisions of F.S. § 847.013, relating to the exposure of minors to harmful motion pictures, exhibitions, shows, presentations or representations.~~
- ~~(12) The event producer shall be required to execute and comply with the terms and conditions of the center use agreement, as further described in subsection (d) of this section.~~
- ~~(13) The city council may waive one or more of the requirements listed above if the city council cosponsors the event as further described in subsection (h) of this section.~~
- ~~(c) All event producers having vending as part of the event shall be required to provide an open application period to allow merchants licensed within the city an equal opportunity to apply to the event producer to supply vending services for the event. This shall be implemented by posting a notice in the parks and recreation department administration office and the city clerk's office no later than 90 days before the event.~~
- ~~(d) The event producer shall be required to provide a signed copy of the center use agreement available at the parks and recreation department administration office and the city clerk's office and, unless waived by the city due to city cosponsorship, a rent deposit of 20 percent of the minimum rent required in order to reserve a firm~~

~~date for the center. The rent deposit shall not be refundable. The city shall not accept a signed center use agreement form or rent deposit for use of the center from any event producer who is prohibited from using the center for the reasons described above, or whenever the center is already reserved for use on that date/time. The center use agreement form, in addition to requiring payment of rent, shall require the event producer to:~~

- ~~(1) — Provide a damage deposit in an amount established by resolution of the city council;~~
- ~~(2) — Provide insurance with the city named as co-insured, with the amount of coverage acceptable to the city, which shall be in a minimum amount of \$500,000.00 for bodily injury and \$100,000.00 for property damage; provided, however, that the city's risk manager may require these amounts to be increased for activities involving greater risk;~~
- ~~(3) — Indemnify the city;~~
- ~~(4) — Refrain from making alterations to the electrical, lighting, sound and structural components of the center without prior written consent of the facility supervisor; and~~
- ~~(5) — Comply with the requirements of this section and the policies and procedures implementing this section promulgated by the city manager or his designee.~~

~~The event producer shall provide the balance of the rent, the insurance required, and the damage deposit as specified in the center use agreement no later than seven days before the event.~~

- ~~(e) — The center use agreement shall not be deemed to be a lease. The city does not relinquish the right to control the management of the center, or to enforce all necessary laws, rules and regulations. Duly authorized representatives of the city may enter the premises at any time, and all areas shall be under the control of the city. The city retains the right to cause the interruption or termination of any performance in the interest of public safety and likewise cause the termination of any performance when in the sole judgment of the city such act is necessary to protect public interest.~~

- ~~(f) — The city may cancel a center use agreement if use of the center shall in any way conflict with federal, state or local laws; if the event shall operate to discredit the city; or if the event producer is in default of the center use agreement. An event producer shall be in default of the center use agreement if the event producer:~~
- ~~(1) — Supplies false or misleading information;~~
 - ~~(2) — Fails to complete the application or to supply other required information or documents by the time required;~~
 - ~~(3) — Demonstrates inability to comply with terms or conditions contained in the center use agreement;~~
 - ~~(4) — Dissolves or ceases doing business as a going concern or becomes insolvent or bankrupt;~~
 - ~~(5) — Fails to pay any amounts due to the city for the event or for a previous event;~~
 - ~~(6) — Breaches any provision of the center use agreement; or~~
 - ~~(7) — Violates any applicable laws or ordinances, including this section, or the policies and procedures implementing this section, during use of the center.~~
- ~~(g) — No revisions or adjustments to the center use agreement or related items may be made without prior written notification to and written approval from the city manager or his designee with written notice to the city council. The event producer may file a written request to appeal any ruling canceling the center use agreement or finding the event producer in default by submitting such request in writing to the city manager within three working days of such ruling. The city manager shall schedule the appeal for review by the city council at the next appropriate city council meeting after receipt of the request. The city council may reverse, modify or sustain the ruling. The decision of the city council shall be deemed to be final administrative action. However, in any event, such decision shall be at the sole discretion of the city. In such cases, the event producer's only legal remedy shall be for a refund of the rental fees.~~
- ~~(h) — City cosponsored center events are community-based and not for profit events held at the center which are free to the public, appeal to the broadest segment of the community, and which, at the time that cosponsorship is applied for, have involved significant use of city personnel or resources. Examples include center~~

~~events held in conjunction with Port Orange Family Days, Fourth of July, and holiday craft shows.~~

- ~~(1) — Application for cosponsorship must be made to the city manager in writing at least 90 days before the event date. The application letter shall set forth justification for cosponsorship based on the criteria set forth above, and shall detail the requirements imposed by this section for which waivers are sought. The city manager shall review the application and schedule it, along with his recommendations, for city council review at the next appropriate city council meeting.~~
- ~~(2) — The city council shall have discretion whether to cosponsor a center event. If the city council cosponsors a center event, the city council may waive one or more of the requirements set forth in this section.~~
- ~~(3) — Cosponsorship shall allow the city to actively participate in the decision-making on all phases of the cosponsored center event. Any use of official city identification on advertising, marketing or public relations materials for a cosponsored event must be approved by the city prior to distribution. The city seal shall not be used on such publications. The event producer shall be required to submit copies of all such materials and all media clippings to the city manager or his designee no later than 30 days after the event date.~~

SECTION 15. The City Council of the City of Port Orange, Florida hereby repeals Section 50-40 of the Code of Ordinances in its entirety:

~~Sec. 50-40. — Prohibiting smoking tobacco at publicly owned parks and youth athletic activities.~~

- ~~(a) — *Definitions.* For purposes of this section the terms listed shall have the following meaning:~~

~~*Youth athletic activity* shall mean any event, game or other activity with participants who are less than 17 years of age, and shall include 15 minutes before and after the activity.~~

~~*Public property* shall mean all land, bleachers, seating, all recreational facilities and structures, parking lot, and playing area owned by the city or the Volusia County School District.~~

~~(b) — It shall be unlawful for any person to possess any ignited tobacco product or to consume by smoking any tobacco product on any portion of the public property in the city described as follows:~~

~~(1) — Kenneth W. Parker Amphitheater - City Center Circle.~~

~~(2) — Spruce Creek Road Park, including All Children's park, pavilion and picnic facilities.~~

~~(3) — Airport Road Park.~~

~~(4) — City of Port Orange Skate Board Park.~~

~~(5) — Port Orange Gymnasium, and all property and parking facilities within 300 feet.~~

~~(6) — Volusia County School District Schools and Recreational Facilities.~~

~~(c) — It shall be unlawful for any person at a youth athletic activity to possess any ignited tobacco product or to consume by smoking any tobacco product on any portion of the public property where the youth athletic activities occur in the city described as follows:~~

~~(1) — City Center Sports Complex.~~

~~(2) — Southwinds Soccer Complex.~~

~~(3) — Willow Run Park Facilities.~~

~~(4) — Spruce Creek Road Park, including Fields and Courts.~~

~~(5) — White Place Fields and Facilities.~~

~~(6) — Allen Green Civic Center Fields and Spectator Facilities.~~

~~(d) — The director of the parks and recreation department for the city shall display one or more signs prohibiting smoking at the parks and youth athletic fields as specified in this section.~~

SECTION 16. The provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Port Orange and the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

SECTION 17. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 18. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 19. This ordinance shall become effective immediately upon final passage by the City Council.

MAYOR ALLEN GREEN

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the day of _____, 2016

Passed and adopted on second and final reading on the day of _____, 2016

Reviewed and Approved: _____
Deputy City Attorney



Staff Report

Request:	Update Chapter 50 of the Code of Ordinances relating to Parks & Recreation- Second Reading
Applicant:	City of Port Orange Parks & Recreation
Staff Recommendation:	Discussion
Staff Contact:	Susan L. Lovallo, Parks & Recreation Director
City Council Date:	March 15, 2016

Introduction: Chapter 50 of the Code of Ordinances relating to Parks and Recreation has not been comprehensively updated since its adoption in 1981. Most changes are simply clean ups in the code and combining sections that were duplicated. These changes are shown by striking out what was eliminated and underlining what was added. The changes reflect one of three categories; **Administrative changes (A)** that will clean up the code to meet the current practices and delete any duplication, **Enforcement (E)** that will strengthen our code to make infractions more enforceable and **Regulatory (R)** aligns our code with State and County regulations.

Discussion:

Section:

- (A) 50-1 Definitions this section is new and was added to provide definitions of terms used throughout the code.
- (E) 50-2 Property and Equipment This was added to ensure enforcement
- (A) 50-5 Animals Prohibited Code clean up- current code states pets are not allowed in any parks. Current practice; we allow pets in all parks on leash. Only prohibition is splash pads, playgrounds and athletic facilities.
- (E) 50-6 Park hours This was added to ensure enforcement.
- (E) 50-7 Camping This section was added to ensure enforcement.
- (A) 50-31 Recreation Facilities

- a. Change community center to Recreation facility and moved from section 50-34 to combine community centers and Recreation facilities. Created use priorities to mimic 50-32.
- b. Requires a permit for reservation
 - c-g. Clean up and section transfer.
 - h. Extended reservation time.
 - i-j. Code clean up
 - k-l. Code clean and section transfer.
- (A) 50-32 Athletics/sports
 - a. 1-5 code clean up. Developed priorities for use.
 - b. Requires a permit for reservation.
 - c. Added to require users to abide by department policies.
 - d. 1-7 clean up to meet current practices.
 - e-g. Added to meet current practices.
 - h. 1-9 code clean up to meet current practices.
 - Old e. eliminated. We do not rent sports equipment to public.
- (A) 50-33 Parks and Recreation partners Changed Co- sponsor group to Park and Recreation Partner to include not just sport groups and be more uniformed throughout department; Code clean up.
- (A) 50-34 Facility use deleted from this section and pertinent items combined with section 50-31
 - a. deleted from this section and pertinent items combined with section 50-31
 - b. 1-5 eliminated does not meet current fee structures.
 - c-e eliminated.
- (A) 50-35 Athletic/ Sports deleted was duplicated with section 50-32
- (A) 50-36 General rules and regulations- Community Centers pertinent sections combined with 50-31
- (A) 50-37 Athletic /sports deleted was duplicated with section 50-32
- (R) 50-38 **Re numbered 50-34 Nonresident fees; waiver of fees.**

The city has traditionally charged these fees for programs and rentals to people who reside outside the city limits. It has been brought to staffs attention recently that part of the agreement to accept Volusia ECHO dollars for renovating and building new facilities we are prohibited from charging these fees. Staff needs council's direction on how to proceed with updating this section. **Option one:** strike through this entire section and delete the fee. **Option two:** update this section to reflect that we will only charge the differential fee to people who reside outside of Volusia County. **Option Three:** Keep section as is and charge the fee for programs and facilities that have not received Volusia ECHO dollars for renovations or construction. **Staff recommends either option one or two due to management of the code. Council provided direction that this section would be struck through and appealed.**
- (A) 50-39 Kenneth W. Parker Amphitheater policies deleted this section and

pertinent items combined with section 50-31

(R) 50-40 Prohibiting smoking tobacco at parks and youth activities

The regulation of smoking tobacco is preempted by the state. This section
Has been deleted.

Recommendation: Discussion item



PLEASE BE
COURTEOUS,
YOUNG LUNGS
AT PLAY



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 03/15/2016

Consent item: No

SUBJECT: First Reading - Ordinance No. 2016-3 - Second Amendment to the Riverwalk Marina and Riverboat Master Development Agreement

DEPARTMENT: Community Development

GOAL: 3 - Economic Development

OBJECTIVE: 1 - Continue the implementation of Riverwalk

RECOMMENDED MOTION: Move to approve Ordinance No. 2016-3, the Second Amendment to the Riverwalk Marina and Riverboat Master Development Agreement.

SUMMARY: Planning Commission Action (2/25/16): Recommended Approval

The applicant is requesting approval of the 2nd amendment to the Riverwalk Marina and Riverboat Master Development Agreement (MDA) to add twenty (20) months to the timeframe permitting the existing temporary parking lot and drop-off drive. The requested extension would also defer construction of certain site improvements (permanent gravel parking lots, landscaping, and 10' sidewalk) indicated in the original MDA and Conceptual Development Plan (CDP). The extension would move the expiration date from April 2016 to January 2018.

According to the applicant, the additional twenty months will allow the developer to process plans for the proposed restaurant and residential condominium project in the same area that would require many of the improvements in the original MDA and CDP to be demolished.

The applicant has also proposed removing the requirement to dedicate 5 feet of land along each side of Halifax Drive at two locations. According to the applicant, there are ongoing discussions with the City about transferring ownership of the Cardwell Funeral Home property (3571 Ridgewood Avenue) to the applicant, and in return, the City would be granted an easement over a linear park with a 20' pedestrian trail in the general area of the existing Halifax Drive. According to the applicant, the 20' pedestrian trail would be constructed as part of the initial phase of the proposed restaurant and residential condominium project and maintained by the property owner. If the transfer agreement is approved by Council, the dedication of the additional land would not be necessary because the entire area would be privately owned with a public easement over the linear park.

Project Funding Account
No.: No.:

ATTACHMENTS:

1.	Ord. No. 2016-3	Ord. No. 2016-3.pdf
2.	Staff Report	Staff Report.pdf

Schmotzer, Melanie	Created/Initiated - 03/03/2016
Clark, Wayne	Approved - 03/03/2016
Roberts, Margaret	Approved - 03/09/2016
Johansson, M. Jake	Final Approval - 03/09/2016

ORDINANCE NO. 2016-3

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROVING THE SECOND AMENDMENT TO THE TO THE RIVERWALK MARINA AND RIVERBOAT MASTER DEVELOPMENT AGREEMENT; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City and Developer desire to further amend the Riverwalk Marina and Riverboat Master Development Agreement (“MDA”) recorded in Official Records Book 6786 Page 1099, and the First Amendment to the Riverwalk Marina and Riverboat Master Development Agreement (“First Amendment”) recorded in Official Records Book 6978 Page 2478, the Public Records of Volusia County, Florida; and

WHEREAS, the City and Developer desire to enter into the Second Amendment to the Riverwalk Marina and Riverboat Master Development Agreement (hereinafter referred to as the (“Second Amendment”)); and

WHEREAS, the Developer submitted a request to the Planning Commission to approve the Second Amendment; and

WHEREAS, a public hearing was held following public notice as prescribed by ordinance; and

WHEREAS, the Planning Commission has by unanimous vote recommended approval of the proposed Second Amendment; and

WHEREAS, the City Council has approved by a majority vote of the members present the approval of the Second Amendment.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The City Council of the City of Port Orange does hereby approve the Second Amendment to the Riverwalk Marina and Riverboat Master Development Agreement (attached hereto as **Exhibit “1”**).

Section 2. The Mayor and City Clerk are hereby authorized to execute said Second Amendment.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 4. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

Section 5. This ordinance shall become effective immediately upon adoption.

MAYOR ALLEN GREEN

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on second reading on the day of _____, 2016

Passed and adopted on second and final reading on the day of _____, 2016

Reviewed and Approved: _____
Margaret T. Roberts, City Attorney

Prepared By:
Jeffrey P. Brock, Esq
Smith Hood Bigman
444 Seabreeze Blvd. – Suite 900
Daytona Beach, FL 32118

EXHIBIT 1

Return Recorded Document to:
Records Clerk
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

**SECOND AMENDMENT TO THE RIVERWALK MARINA AND
RIVERBOAT MASTER DEVELOPMENT AGREEMENT**

THIS SECOND AMENDMENT TO THE MASTER DEVELOPMENT AGREEMENT FOR RIVERWALK MARINA AND RIVERBOAT (the “Second Amendment”), is entered into by and between RIVERWALK MARINA, LLC, a Florida limited liability company, E. V. LaCour, Manager, having a mailing address of 220 Charles St., Port Orange, FL 32129 (the “Developer”); HALIFAX RIVER PARTNERS, LLC, a Florida limited liability company, Josif Atanasoski, Manager, having a mailing address of 1800 No. U.S. Highway 1, Ormond Beach, FL 32174 (the “Owner”); and the CITY OF PORT ORANGE, a Florida municipal corporation, having a mailing address of 1000 City Center Circle, Port Orange, FL 32129 (the “City”), (collectively the “Parties”), who hereby agree and covenant as follows:

WHEREAS, the Parties previously entered into that certain Master Development Agreement for the Riverwalk Marina and Riverboat dated November 13, 2012 and recorded in Official Records Book 6786, Page 1099, Public Records of Volusia County, Florida (the “MDA”); and

WHEREAS, the Parties entered into that certain First Amendment To The Riverwalk Marina And Riverboat Master Development Agreement having an effective date of April 14, 2014 and recorded in Official Records Book 6978, Page 2478, Public Records of Volusia County Florida ("First Amendment"); and

WHEREAS, the Parties desire to further amend the MDA to extend the 24 month interim development plan for the development as defined in the First Amendment (the “Interim Conceptual Development Plan”) for an additional 20 months.

NOW THEREFORE, the Parties hereby agree as follows;

1. The recitals stated above are true and correct and are incorporated herein by reference.

2. Paragraph 2 of the MDA, "Development Plan" is hereby further amended to revise subparagraph (p) as follows:

(p) The ten (10) foot sidewalk required by Paragraph 2(i) shall not be required to be installed during the first 44 months of the Interim Conceptual Development Plan period.

3. Paragraph 6 of the MDA, "Landscaping" is hereby further amended to revise subparagraph (f) as follows:

(f) The landscaping specified in Paragraph 6 (b) and (c) of the MDA shall not be required to be installed during the first 44 months of the Interim Conceptual Development Plan period, because future development may require this landscaping to be removed or relocated. The landscaping to be initially installed will be as depicted and described on the Interim Conceptual Development Plan and the Supplemental Site Plan, including but not limited to a continuous hedge and one (1) tree per 25 feet adjoining the east side of Halifax Drive.

4. Paragraph 9 of the MDA, "Parking" is hereby further amended to revise subparagraph (e) as follows:

(e) The parking lot design specified in Paragraph 9 (d) of the MDA shall not be required to be installed during the first 44 months of the Interim Conceptual Development Plan period. A temporary stabilized surface shall be utilized for the required drop off driveway, the 65 standard parking spaces, and 3 paved handicapped spaces shall be constructed as depicted and described on the Interim Conceptual Development Plan and Supplemental Site Plan.

5. Paragraphs 9 and 10 of the First Amendment to the Riverwalk Marina and Riverboat Master Development Agreement are hereby deleted in their entirety.

6. Paragraph 8 of the First Amendment to Riverwalk Marina and Riverboat Master Development Agreement is hereby amended to read as follows:

The Interim Conceptual Development Plan shall expire January 1, 2018 (44 months from the effective date of the First Amendment). Thereafter, the original terms and conditions of the MDA recorded in Book 6786, Page 1099, in the Public Records of Volusia County, Florida shall control the Original Project Area Property. Unless the MDA, as amended, is subsequently further amended by the Parties to accommodate the development of the proposed riverfront park improvements and residential condominiums, all the improvements and design requirements specified in the MDA and described on the Conceptual Development Plan shall be constructed by the expiration of the 44 month Interim Conceptual Development Plan period. In the event that the Owners fail to construct the required improvements by the expiration of the 44 month Interim Conceptual Development Plan period, then the Owners and the Original Project Area Property shall not be in compliance with the zoning laws of the City of Port Orange; shall not

have the required parking and shall not be entitled to operate the marina and riverboat until the required parking and other required improvements are fully in compliance with the MDA.

8. This Second Amendment shall be effective upon recording in the public records of Volusia County, Florida.

9. All the provisions of the MDA as amended by the First Amendment not in conflict herewith shall remain in full force and effect and shall be supplemented for the matters specifically amended herein by this Second Amendment. The MDA shall survive the execution of this Second Amendment.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the Parties have executed this Second Amendment to the Riverwalk Marina and Riverboat Master Development Agreement, by and through their duly authorized representatives, on the respective dates shown below.

WITNESSES (as to both):

**CITY OF PORT ORANGE, FLORIDA,
a chartered municipal corporation**

Signature

By: _____
Allen Green, Mayor

Printed Name

Signature

Attest: _____
Robin L. Fenwick, CMC, City Clerk

Printed Name:

Date: _____, 2016

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Allen Green as Mayor, of the **City of Port Orange, Florida**, a chartered municipal corporation, on behalf of the city. They are personally known to me.

Notary Public, State of Florida at Large
My Commission expires:

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Robin Fenwick as City Clerk, of the **City of Port Orange, Florida**, a chartered municipal corporation, on behalf of the city. They are personally known to me.

Notary Public, State of Florida at Large
My Commission expires:

RIVERWALK MARINA, LLC

WITNESSES:

Signature

Printed Name

Signature

Printed Name

By: _____
E.V. LaCour, Manager

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by E. V. LACOUR, Manager of RIVERWALK MARINA, LLC. He is personally known to me or has produced _____ as identification.

Notary Public, State of Florida at Large

My Commission Expires:

HALIFAX RIVER PARTNERS, LLC

WITNESSES:

Signature

Printed Name

Signature

Printed Name

By: _____
Josif Atanasoski, Manager

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by JOSIF ATANASOSKI, Manager of HALIFAX RIVER PARTNERS, LLC. He is personally known to me or has produced _____ as identification.

Notary Public, State of Florida at Large

My Commission Expires:



STAFF REPORT

2nd Amendment to the Riverwalk Marina and Riverboat Master Development Agreement CASE NO. 16-40000001

REQUEST:	To approve the 2 nd Amendment to the Riverwalk Marina and Riverboat Master Development Agreement (MDA)
APPLICANT:	E.V. LaCour, Riverwalk Marina, LLC.
PROPERTY OWNER:	Halifax River Partners LLC.
LOCATION:	East side of Halifax Drive, north of Dunlawton Avenue
STAFF CONTACT:	Tim Burman, Planning Manager (386) 506-5675
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION RECOMMENDATION:	Approval
TOWN CENTER CRA DATE:	March 15, 2016
CITY COUNCIL DATE:	March 15, 2016

DEVELOPMENT PROPOSAL

The proposed 2nd amendment to the Riverwalk Marina and Riverboat Master Development Agreement (MDA) would add twenty (20) months to the timeframe permitting the existing temporary parking lot and drop-off drive. The requested extension would also defer construction of certain site improvements (permanent gravel parking lots, landscaping, and 10' sidewalk) indicated in the original MDA and CDP. The extension would move the expiration date from April 2016 to January 2018.

According to the applicant, the additional twenty months will allow the developer to process plans for the proposed restaurant and residential condominium project that would require a majority of the improvements in the original MDA and CDP to be demolished.

The applicant has also proposed removing the requirement to dedicate 5 feet of land along each side of Halifax Drive at two locations (Figure 1 – Page 2). According to the applicant, there are ongoing discussions with the City about transferring ownership of the Cardwell Funeral Home property (3571 Ridgewood Avenue) to the applicant, and in return, the City would be granted an easement over a linear park with a 20' pedestrian trail in the general area of the existing Halifax Drive. According to the applicant, the 20' pedestrian trail would be constructed as part of the initial phase of the proposed restaurant and residential condominium project and maintained by the property owner. If the transfer agreement is approved by Council, the dedication of the additional land would not be necessary because the entire area would be privately owned with a public easement over the linear park.

If approved the proposed 2nd Amendment will expire on January 1, 2018 and the applicant would be required to construct all site improvements described in the original MDA unless the MDA is amended to accommodate the development of the proposed restaurant and residential condominium project or extended again.

If approved, the proposed 2nd Amendment (Exhibit A) will provide for the following:

- Allow for the continued use of the existing temporary stabilized parking lot on the east side of Halifax Drive and drop-off area;
- Defer the construction of the 10' multi-purpose trail, marina service building, crosswalk on Halifax Drive, and installation of permanent landscape buffers; and
- Removal of the language to dedicate 5-feet of land along each side of Halifax Drive at 3512 and 3664 Halifax Drive (Figure 1).

Figure 1. – Dedication of Land along Halifax Drive



General Site Layout:

The development is accessed from Halifax Drive via Dunlawton Avenue and Ridgewood Avenue. The site consists of two primary uses (marina and riverboat restaurant) as described in the original MDA, and a parking lot designed for temporary use while plans are being developed for the restaurant and residential condominium project (see Figure 2 – Page 3).

Figure 2. Interim Conceptual Development Plan (ICDP)



If the requested extension is granted, the following site improvements will not have to be completed until January 2018:

1. Parking Lot and Drop-off Driveway: The original MDA requires the parking lot to be constructed with a minimum of 6" of shell or similar material on a compact base and the drop-off driveway to be constructed with concrete and pavers.
2. Sidewalk: The original MDA requires a 10' multi-purpose trail/sidewalk along the east side of Halifax Drive.
3. Landscape Buffer along the East Side Halifax Drive: The original MDA requires a 10' right-of-way landscape buffer along the east side of Halifax Drive, as required by the Land Development Code.

RECOMMENDATION:

Approval of the 2nd Amendment to the Riverwalk Marina & Riverboat Master Development Agreement, subject to the review and approval by the City Attorney's Office for legal form and content.

ATTACHMENTS:

1. Exhibit "A" – See Ordinance No. 2016-3 for 2nd Amendment to the Riverwalk Marina & Riverboat Master Development Agreement .

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
MARCH 1, 2015

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

Pledge of Allegiance

Silent Invocation

Roll Call:	Present:	Councilman Bob Ford Councilman Donald Burnette Councilman Scott Stiltner Vice Mayor Drew Bastian Mayor Allen Green
	Also Present:	Jake Johansson, City Manager Margaret T. Roberts, City Attorney Robin Fenwick, City Clerk

Rules of Procedure as approved by City Council on December 2, 2014, specifically page 3, portions of letter (e) and #9 (a-e) were read by Robin Fenwick, City Clerk.

AGENDA APPROVAL

Mayor Green asked that the agenda be amended to include the report from KemperSports that was inadvertently omitted.

Motion to add KemperSports to the agenda was made by Vice Mayor Bastian, and Seconded by Councilman Burnette. Motion carried unanimously by voice vote.

Item(s) pulled: #13

Motion to approve the agenda as amended was made by Vice Mayor Bastian, and Seconded by Councilman Burnette. Motion carried unanimously by voice vote.

BOARD APPOINTMENTS, INTERVIEWS, REPORTS

Report from KemperSports on Cypress Head Golf Course

Bob Duquette, General Manager, provided details of the financial report from January 2016 and highlighted some of February 2016's numbers which look better than January. They are working on programs for youth.

Councilman Ford suggested analyzing the pro shop. The Board will also be recommending to Council that an advisory board be established.

Vice Mayor Bastian asked about the possibility of fling golf. Mr. Duquette said they are looking into it and they are bringing back foot golf as well once the time changes.

Mayor Green asked about glow golfing. Mr. Duquette is looking into it as well.

5. Youth Advisory Board Appointment

Motion to nominate Michael Carll to the Youth Advisory Board was made by Councilman Burnette, and Seconded by Councilman Ford. Motion carried unanimously by voice vote.

6. Youth Advisory Board Report

Matthew Burnette, Chairman, provided details of the most recent Youth Advisory Board meetings. They will begin the Adopt A Road program soon. The Board recommended renaming the Coraci Sports Complex after Zachary Siegfried. Zachary loved baseball and the Youth Advisory Board would like to honor him. The Board's recommendation will go before the Parks & Recreation Advisory Board prior to the Council voting on same.

CITIZEN PARTICIPATION (Agenda)

7. Request by R. Anthony Tobie to waive the application and advertisement fees for a variance application and the fee for an after the fact building permit for a recently constructed 6' fence.

Anthony Tobie apologized for not pulling a permit prior to building a fence around his yard. He asked for a waiver of the fines.

Mayor Green asked what would have happened had it been done correctly.

Tim Burman, Planner, advised that a variance would have been needed to approve a six-foot fence at his residence, which would need to go before the Planning Commission and be advertised.

Councilman Stiltner asked if there is a visual issue with the fence. Mr. Burman said no.

Vice Mayor Bastian would be inclined to help.

Councilman Burnette agreed to providing help. He believes there should be a penalty though.

Councilman Ford is not opposed to a variance in this situation and would agree to a reduction in fines.

Wayne Clark, Community Development Director, explained that there are fixed costs to the City and suggested they consider the variance application and legal advertisements costs be paid by the applicant with the other indirect costs being waived.

Motion was made by Vice Mayor Bastian to require payment of the \$50 application fee as well as the total costs of legal advertisements, and Seconded by Councilman Burnette. Motion carried unanimously by roll call vote.

8. Tavern at Cypress Head

Tom Smith, Managing Member, provided Council with details of what is new at the Tavern.

CITIZEN PARTICIPATION (Non-Agenda – 15 minutes)

Ted Nofall, citizen, addressed Council regarding the stormwater ordinance and the fee generated from that ordinance. He asked if there is an accounting as to where the fee is going when collected. He also asked regarding the \$33 refund mentioned in the ordinance. Mayor Green asked the City Manager to look into it as time allows.

COUNCIL COMMENTS

9. Comments/Concerns from Council Members

Councilman Ford recommended using reserves to complete the Ryanwood bridge. He also suggested moving forward with the Pineland Avenue drainage ditch pipe repairs.

Motion made to fast track both projects as discussed was made by Councilman Ford.

Mayor Green would like to see the report from Pegasus showing the project rankings before Council makes a decision on which projects should move forward first.

Seconded by Vice Mayor Bastian.

Councilman Burnette said there is already funding planned in next year's CIP for Phase II anyway. He supported the projects moving forward now rather than waiting.

Councilman Stiltner would like to see a purchase of the Gradall machine to get the maintenance completed.

Above Motion amended to include the purchase of a Gradall machine was made by Councilman Ford, and
Seconded by Vice Mayor Bastian.

Mr. Johansson advised that he has directed the Public Works Staff to focus 90% of their work on District 1. He will be asking for money from reserves to fund flooding issues as directed by Council. He doesn't object to this move.

Mayor Green cautioned all that there has been no natural disaster to dip into the reserves.

Motion carried 4-1, with Mayor Green voting no.

Councilman Burnette asked if Code can site the County for the high weeds and grass on Clyde Morris Blvd.

Vice Mayor Bastian would like to see the neighborhood walls along Central Park Blvd. cleaned and painted. He also reminded all of Bike Week over the next two weeks.

Councilman Stiltner reminded all of the Family Days Spring Event this coming weekend.

CONSENT AGENDA

10. Approval of Minutes
 - a. February 16, 2016 - Regular City Council Meeting
 - b. February 23, 2016 - Council Workshop
11. Major Special Event Request - First Turn Steakhouse & Lounge, 5236 S. Ridgewood Ave., 5204 S. Ridgewood Ave., 5164 S. Ridgewood Ave.

12. Major Special Event Request - The Last Resort Bar at 5812 South Ridgewood Ave., Best Cars - 5816 S. Ridgewood Ave., and Hunt for Cars - 5796 S. Ridgewood Ave.

13. FY 16-17 Budget Calendar

Motion to approve Consent Agenda as amended was made by Vice Mayor Bastian, and Seconded by Councilman Burnette. Motion carried unanimously by voice vote.

Item #13 – FY 16-17 Budget Calendar

Mr. Nofall disagreed with the budget calendar. He doesn't believe it provides Council with enough time to review it. He wants to see a line item budget.

Council would like a transparent budget with specific details presented.

Motion to approve item #13 was made by Councilman Burnette, and Seconded by Vice Mayor Bastian. Motion carried unanimously by roll call vote.

REGULAR AGENDA

14. Parks & Recreation Code Discussion

Susan Lovallo, Parks & Recreation Director, discussed the need for the proposed code changes. Council supported the changes as presented.

Ms. Lovallo asked for direction on the non-resident fee collection. The requirements regarding the ECHO funded fields do not allow for the differential fees. Council agreed to discontinue the non-resident differential fee.

Dianne Gardner, citizen, is not pleased with the State Law regarding the smoking in parks. She asked that the lobbyist take up the issue with the legislators.

15. First Reading - Ordinance No. 2016-2 - Update Chapter 50 Code of Ordinances - Parks & Recreation

Mayor Green read Ordinance No. 2016-2.

ORDINANCE NO. 2016-2

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 50, ARTICLE I,

SECTION 50-1 PROVIDING FOR DEFINITIONS; AMENDING SECTION 50-2 RELATING TO USE OF PARK PROPERTY AND EQUIPMENT; AMENDING SECTION 50-5 RELATING TO ANIMAL REGULATIONS AT RECREATIONAL FACILITIES; CREATING A NEW SECTION 50-6 ESTABLISHING PARK HOURS; AND SECTION 50-7 REGULATING CAMPING; AMENDING ARTICLE II, SECTION 50-31 RELATING TO PARKS AND RECREATION FACILITY USE; SECTION 50-32 RELATING TO ATHLETIC FACILITY USE; SECTION 50-33 RELATING TO PARKS AND RECREATION PARTNERS APPLICATIONS AND REVIEW; SECTION 50-38 RELATING TO NON-RESIDENT FEES; REPEALING SECTION 50-34 RELATING TO FACILITY USE CATEGORIES; SECTION 50-35 RELATING TO RENTAL FEES FOR ATHLETIC FACILITIES; SECTION 50-36 COMMUNITY CENTER RULES OF USE; SECTION 50-37 RELATING TO ATHLETIC FACILITY RULES OF USE; SECTION 50-39 RELATING TO KENNETH W. PARKER AMPHITHEATER AND COMMUNITY CENTERS USE POLICIES; AND SECTION 50-40 RELATED TO PROHIBITING TOBACCO USE AT YOUTH ATHLETIC ACTIVITIES; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Ordinance No. 2016-2 on first reading was made by Vice Mayor Bastian, and Seconded by Councilman Burnette.

Ms. Lovallo asked that Section 50-38 be stricken pursuant to the direction to discontinue the non-resident fees.

Amended motion to approve with Section 50-38 stricken was made by Vice Mayor Bastian, and Seconded by Councilman Burnette.

Newton White, citizen, asked Council to consider non-smoking to include vaping as well when discussed with the lobbyist.

Motion carried unanimously by roll call vote.

COMMENTS

16. City Attorney Comments

There were no further comments by the City Attorney.

17. City Manager Comments

Mr. Johansson announced the Shade Meeting scheduled for Tuesday, March 8, 2016 at 4:30 p.m. in the City Manager's Conference Room.

COUNCIL COMMITTEE REPORTS

18. City Council Committee Reports

a. River to Sea TPO – Councilman Ford reported on the annual audit that was reviewed by the committee.

b. General Employee's Pension Plan – Councilman Stiltner reported on the recent meetings.

c. YMCA – Councilman Stiltner reported that there is some restructuring at the Volusia/Flagler YMCA. Lauren Kennedy is temporarily in charge and will meet with each board member.

ADJOURNMENT: 7:59 p.m.

Mayor Allen Green

Attest:

Robin Fenwick, CMC
City Clerk



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 03/15/2016

Consent item: Yes

SUBJECT: Resolution No. 16-14 - FDEP Grant Acceptance for White Acres Utilities Improvements.

DEPARTMENT: City Manager

GOAL:

OBJECTIVE:

RECOMMENDED MOTION: Move to approve Resolution No. 16-14, to accept the grant funds and authorize the Mayor and City Clerk to execute agreements or contracts necessary to implement this resolution.

SUMMARY: The City was awarded a Florida Department of Environmental Protection (FDEP) grant to install a gravity sanitary sewer collection system and a stormwater collection system with swales and ditch improvements to facilitate stormwater treatment and conveyance in the low and moderate income White Acres neighborhood. This project will achieve a city and county goal of improving drainage and the removal of septic tanks that impact local waterways. In this case the waterway is Spruce Creek, which is an Outstanding Florida Water as designated by FDEP.

This is third grant of three that will fund the utility improvements for this FY. The other two are the recently accepted and approved - St. Johns River Water Management District grant and the Community Development Block Grant.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Reso. No. 16-14	Reso. No. 16-14.pdf
2.	FDEP Grant Agreement S0865 White Acres	FDEP Grant White Acres Agreement S0865 with Attachments.pdf

Donahue, Kent
Johansson, M. Jake
Riehm, Tracey
Roberts, Margaret
Johansson, M. Jake

Created/Initiated - 02/17/2016
Approved - 03/04/2016
Approved - 03/07/2016
Approved - 03/08/2016
Final Approval - 03/08/2016

RESOLUTION NO. 16-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY MANAGER TO ACCEPT FINANCIAL GRANT ASSISTANCE FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE CONSTRUCTION OF THE WHITE ACRES UTILITIES IMPROVEMENTS; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AGREEMENTS OR CONTRACTS; AND PROVIDE AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Environmental Protection (FDEP) provides financial grant assistance for water quality, stormwater, and Total Maximum Daily Load (TMDL) improvements; and

WHEREAS, the City Council of the City of Port Orange proposes to install a gravity sanitary sewer collection system and a stormwater collection system with swales and ditch improvements to facilitate stormwater treatment and conveyance to improve the water quality of Spruce Creek; and

WHEREAS, the City Council of the City of Port Orange desires to accept the financial grant assistance from FDEP.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The Mayor and City Clerk of the City of Port Orange are hereby authorized to execute agreements or contracts necessary to implement this Resolution.

Section 2. The City accepts the Florida Department of Environmental Protection grant award in the amount of \$750,000.00.

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

MAYOR ALLEN GREEN

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Adopted on the _____ day of _____, 2016

Reviewed and Approved: _____
Margaret T. Roberts, City Attorney

DEP AGREEMENT NO. S0865

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF WATER RESTORATION ASSISTANCE
GRANT AGREEMENT
PURSUANT TO LINE ITEM 1662A OF THE FY15-16 GENERAL APPROPRIATIONS
ACT**

THIS AGREEMENT is entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department") and the CITY OF PORT ORANGE, whose address is 1000 City Center Circle, Port Orange, Florida 32129 (hereinafter referred to as "Grantee"), a local government, to provide financial assistance for the Port Orange White Acres Utilities Improvements project. Collectively, the Department and the Grantee shall be referred to as "Parties" or individually as a "Party".

In consideration of the mutual benefits to be derived herefrom, the Department and the Grantee do hereby agree as follows:

1. TERMS OF AGREEMENT:

The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A, Grant Work Plan**, and all attachments and exhibits named herein which are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Grantee" and "Recipient" are used interchangeably.

2. PERIOD OF AGREEMENT:

This Agreement shall begin upon execution by both parties and shall remain in effect until June 30, 2018, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after July 1, 2015 through the expiration date of this Agreement. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

3. FUNDING/CONSIDERATION/INVOICING:

- A. As consideration for the satisfactory completion of services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis up to a maximum of \$750,000. It is understood that any additional funds necessary for the completion of this project are the responsibility of the Grantee. The parties hereto understand and agree that this Agreement does not require a match on the part of the Grantee.
- B. Prior written approval from the Department's Grant Manager shall be required for changes to this Agreement. Changes to approved budget categories within a single

deliverable that are less than 10% of the total approved deliverable budget amount will require a formal Change Order to the Agreement. Changes that are 10% or greater of the total approved deliverable budget amount, or changes that transfer funds from one deliverable to another deliverable, or changes that increase or decrease the project's total funding amount will require a formal Amendment to the Agreement.

- C. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon the completion, submittal and approval of each deliverable identified in **Attachment A**, in accordance with the schedule therein. Reimbursement shall be requested utilizing **Attachment B, Payment Request Summary Form**. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: http://www.myfloridacfo.com/aadir/reference_guide/. All invoices for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final payment request should be submitted to the Department no later than sixty (60) calendar days following the completion date of the Agreement, to assure the availability of funds for payment. All work performed pursuant to **Attachment A** must be performed on or before the completion date of the Agreement, and the subsequent sixty-day period merely allows the Grantee to finalize invoices and backup documentation to support the final payment request.
- D. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. The Grantee shall comply with the minimum requirements set forth in **Attachment C, Contract Payment Requirements**. The Payment Request Summary Form shall be accompanied by supporting documentation and other requirements as follows for each deliverable:
- i. Contractual (Subcontractors) – Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the project. All multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. For fixed-price (vendor) subcontracts, the following provisions shall apply:
 - a. The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work

described in **Attachment A**. Invoices submitted to the Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (i.e., Invitation to Bid or Request for Proposals) resulting in the fixed-price subcontract.

- b. The Grantee may request approval from the Department to award a fixed-price subcontract resulting from procurement methods other than those identified in the paragraph above. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price negotiated by the Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the Department Grant Manager's approval of the fixed-price amount, the Grantee may proceed in finalizing the fixed-price subcontract.
 - c. All subcontracts are subject to the provisions of paragraph 12 and any other appropriate provisions of this Agreement which affect subcontracting activities.
- E. In addition to the invoicing requirements contained in paragraphs 3.C. and D. above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information, when requested, must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at http://www.myfloridacfo.com/aadir/reference_guide/.
- F.
 - i. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - ii. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon

such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.

- iii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.

4. ANNUAL APPROPRIATION:

The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and payment associated therewith may be rescinded with proper notice at the discretion of the Department if Legislative appropriations are reduced or eliminated.

5. REPORTS:

- A. The Grantee shall utilize **Attachment D, Progress Report Form**, to describe the work performed during the reporting period, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. Quarterly reports shall be submitted to the Department's Grant Manager no later than twenty (20) calendar days following the completion of the quarterly reporting period. It is hereby understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. The Department's Grant Manager shall have thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.
- B. As stated in the letter dated July 17, 2015 from the Office of the Governor, the Grantee will identify the return on investment for this project and provide quarterly updates to the Governor's Office of Policy and Budget.

6. RETAINAGE:

Retainage is not required under this Agreement.

7. **INDEMNIFICATION:**

Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract or this Agreement.

8. **DEFAULT/TERMINATION/FORCE MAJEURE:**

- A. The Department may terminate this Agreement at any time if any warranty or representation made by Grantee in this Agreement or in its application for funding shall at any time be false or misleading in any respect, or in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.
- B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar day's written notice. If the Department terminates the Agreement for convenience, the Department shall notify the Grantee of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated. If the Agreement is terminated before performance is completed, the Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated.
- C. Records made or received in conjunction with this Agreement are public records. This Agreement may be unilaterally canceled by the Department for unlawful refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement and subject to disclosure under Chapter 119, Florida Statutes (F.S.), and Section 24(a), Article I, Florida Constitution.
- D. If a force majeure occurs that causes delays or the reasonable likelihood of delay in the fulfillment of the requirements of this Agreement, the Grantee shall promptly notify the Department orally. Within seven (7) calendar days, the Grantee shall notify the Department in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and the Grantee's intended timetable for implementation of such measures. If the parties agree that the delay or anticipated delay was caused, or will be caused by a force majeure, the Department may, at its discretion, extend the time for performance under this Agreement for a period of time equal to the delay resulting from the force majeure upon execution of an amendment to this Agreement. Such agreement shall be confirmed by letter from the Department accepting, or if necessary, modifying the

extension. A force majeure shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive timely necessary third party approvals through no fault of the Grantee, and any other cause, whether of the kind specifically enumerated herein or otherwise, that is not reasonably within the control of the Grantee and/or the Department. The Grantee is responsible for the performance of all services issued under this Agreement. Failure to perform by the Grantee's consultant(s) or subcontractor(s) shall not constitute a force majeure event.

9. REMEDIES/FINANCIAL CONSEQUENCES:

No payment will be made for deliverables deemed unsatisfactory by the Department. In the event that a deliverable is deemed unsatisfactory by the Department, the Grantee shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department, within ten (10) calendar days of being notified of the unsatisfactory deliverable. If a satisfactory deliverable is not submitted within the specified timeframe, the Department may, in its sole discretion, either: 1) terminate this Agreement for failure to perform, or 2) the Department Grant Manager may, by letter specifying the failure of performance under this Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

- A. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the Department. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.
- B. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall preclude the Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.

- C. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the Department may result in termination of the Agreement.

The remedies set forth above are not exclusive and the Department reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by the Agreement.

10. RECORD KEEPING/AUDIT:

- A. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
- B. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subcontracts issued under this Grant, if any, impose this requirement, in writing, on its subcontractors.

11. SPECIAL AUDIT REQUIREMENTS:

- A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment E, Special Audit Requirements**, attached hereto and made a part hereof. **Exhibit 1** to **Attachment E** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment E**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grant Manager to request a copy of the updated information.
- B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment E, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section __.210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs. Vendor Determination" (form number

DFS-A2-NS) that can be found under the “Links/Forms” section appearing at the following website:

<https://apps.fldfs.com/fsaa>

The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

12. SUBCONTRACTS:

- A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to paragraph 3.D. of this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- B. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

13. PROHIBITED LOCAL GOVERNMENT CONSTRUCTION PREFERENCES:

- A. Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state, college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:
 - i. The contractor's maintaining an office or place of business within a particular local jurisdiction; or
 - ii. The contractor's hiring employees or subcontractors from within a particular local jurisdiction; or

- iii. The contractor's prior payment of local taxes, assessments, or duties within a particular local jurisdiction.
- B. For any competitive solicitation that meets the criteria in Paragraph A., a state college, county, municipality, school district, or other political subdivision of the state *shall disclose in the solicitation document* that any applicable local ordinance or regulation does not include any preference that is prohibited by Paragraph A.

14. LOBBYING PROHIBITION:

In accordance with Section 216.347, F.S., the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency. Further, in accordance with Section 11.062, F.S., no state funds, exclusive of salaries, travel expenses, and per diem, appropriated to, or otherwise available for use by, any executive, judicial, or quasi-judicial department shall be used by any state employee or other person for lobbying purposes.

15. COMPLIANCE WITH LAW:

The Grantee shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Agreement. The Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.

16. NOTICE:

All notices and written communication between the parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient.

17. CONTACTS:

The Department's Grant Manager (which may also be referred to as the Department's Project Manager) for this Agreement is identified below:

Pankaj Shah	
Florida Department of Environmental Protection	
Division of Water Restoration Assistance	
3900 Commonwealth Blvd., MS# 3505	
Tallahassee, Florida 32399	
Telephone No.:	(850) 245-2962
E-mail	Pankaj.Shah@dep.state.fl.us
Address:	

The Grantee's Grant Manager for this Agreement is identified below:

Kent Donahue	
City of Port Orange	
1000 City Center Circle	
Port Orange, Florida 32129	
Telephone No.:	(386) 506-5522
Fax No.:	(386) 756-5208
E-mail Address:	kdonahue@port-orange.org

18. INSURANCE:

To the extent required by law, the Grantee will secure and maintain insurance coverages in the amounts and categories specified below, during the life of this Agreement. The Grantee shall provide documentation of any private insurance or self-insurance, as may be applicable to governmental entities, to the Department's Grant Manager *prior to* performance of any work pursuant to this Agreement.

- A. The Grantee shall secure and maintain Workers' Compensation Insurance for all of its employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of its employees unless such employees are covered by the protection afforded by the Grantee. Any self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of its employees not otherwise protected.
- B. The Grantee shall secure and maintain, and ensure that any of its subcontractors similarly secure and maintain, Commercial General Liability insurance including bodily injury and property damage. The minimum limits of liability shall be \$200,000 each individual's claim and \$300,000 each occurrence. This insurance will provide coverage for all claims that may arise from the services and/or operations completed under this Agreement, whether such services and/or operations are by the Grantee or any of its subcontractors. Such insurance shall include the State of Florida, the Department, and the State of Florida Board of Trustees of the Internal Improvement Trust Fund, as Additional Insureds for the entire length of the Agreement.
- C. The Grantee shall secure and maintain, and ensure that any of its subcontractors similarly secure and maintain, Commercial Automobile Liability insurance for all claims which may arise from the services and/or operations under this Agreement,

whether such services and/or operations are by the Grantee or any of its subcontractors. Such insurance shall include the State of Florida, the Department, and the State of Florida Board of Trustees of the Internal Improvement Trust Fund, as Additional Insureds for the entire length of the Agreement. The minimum limits of liability shall be as follows:

\$300,000 Automobile Liability Combined Single Limit for Company-Owned Vehicles, if applicable

\$300,000 Hired and Non-owned Automobile Liability Coverage

- D. If any work proceeds over or adjacent to water, the Grantee shall secure and maintain, as applicable, any other type of required insurance, including but not limited to Jones Act, Longshoreman's and Harbormaster's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits of not less than \$300,000 each. In addition, the Grantee shall include these requirements in any sub grant or subcontract issued for the performance of the work specified in **Attachment A, Grant Work Plan**. Questions concerning required coverage should be directed to the U.S. Department of Labor (<http://www.dol.gov/owcp/dlhwc/lscntac.htm>) or to the parties' insurance carriers.
- E. All insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. The Grantee's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) calendar days' written notice (with the exception of non-payment of premium which requires a 10-calendar-day notice) to the Department's Procurement Administrator. In addition, the Grantee shall include these requirements in any sub grant or subcontract issued for the performance of the work specified in **Attachment A, Grant Work Plan**.
- F. If the Grantee is a Florida governmental entity that is self-funded for liability insurance, this paragraph 18.F. supersedes 18.A. through E., above.

Grantee warrants and represents that it is self-funded for liability insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee.

19. CONFLICT OF INTEREST:

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

20. EQUIPMENT:

Reimbursement for equipment purchases costing \$1,000 or more is not authorized under the terms and conditions of this Agreement.

21. CHANGE ORDERS:

The Department may at any time, by written Change Order, make any change in the Grant Manager information, task timelines within the current authorized Agreement period, or make changes that are less than 10% of the total approved deliverable budget (per Paragraph 3). All Change Orders are subject to the mutual agreement of both parties as evidenced in writing. Any change which causes an increase or decrease in the Agreement amount, expiration date of the Agreement, or deliverable costs that are equal to or greater than 10% of the total approved deliverable budget (per Paragraph 3), shall require formal Amendment to this Agreement.

22. UNAUTHORIZED EMPLOYMENT:

The employment of unauthorized aliens by any Grantee/subcontractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

23. RESERVED:

24. DISCRIMINATION:

- A. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- B. An entity or affiliate who has been placed on the discriminatory vendor list pursuant to section 287.134, F.S., may not submit a bid on a contract to provide 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 award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

25. **LAND ACQUISITION:**

Land acquisition is not authorized under the terms of this Agreement.

26. **PHYSICAL ACCESS AND INSPECTION:**

As applicable, Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, including by any of the following methods:

- A. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents; and
- B. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and
- C. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

27. **EXECUTION IN COUNTERPARTS:**

This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

28. **SEVERABILITY CLAUSE:**

This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

29. **ENTIRE AGREEMENT:**

This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, the day and year last written below.

CITY OF PORT ORANGE

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____
Mayor

By: _____
Secretary or Designee

Date: _____

Date: _____

FEID No.: 59-600412

Pankaj Shah, DEP Grant Manager

By: _____
DEP QC Reviewer

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
<u>Attachment</u>	<u>A</u>	<u>Grant Work Plan (4 Pages)</u>
<u>Attachment</u>	<u>B</u>	<u>Payment Request Summary Form (3 Pages)</u>
<u>Attachment</u>	<u>C</u>	<u>Contract Payment Requirements (1 Page)</u>
<u>Attachment</u>	<u>D</u>	<u>Progress Report Form (1 Page)</u>
<u>Attachment</u>	<u>E</u>	<u>Special Audit Requirements (5 Pages)</u>

ATTACHMENT A GRANT WORK PLAN

PROJECT TITLE: Port Orange White Acres Utilities Improvements

PROJECT AUTHORITY: The City of Port Orange (Grantee) received funding from the Florida Legislature in the amount of \$750,000 through Specific Appropriation Line Item No. 1662A, Fiscal Year (FY) 2015 - 2016, General Appropriations Act. The Grantee received this funding for the purpose of constructing utilities improvements. Authority for this Project is specified in Section 403.885, Florida Statutes. Monitoring and auditing guidelines, as related to the Florida Single Audit Act, are specified in the Florida Catalog of State Financial Assistance (CSFA), No. 37.039.

PROJECT LOCATION: This project is located within the Spruce Creek Drainage Basin. The White Acres Utilities Improvements project is found in the southeast corner of Volusia County, in the City of Port Orange, Florida. See page 4 for a location map.

PROJECT BACKGROUND: The White Acres project area is an established neighborhood comprised of a 47-acre low income mobile home neighborhood dating to the 1960s, and is located within a poorly drained area of Port Orange. Currently, the White Acres neighborhood is served by septic tanks and there are open ditches with no water quality treatment. Existing drainage ditches have been poorly maintained.

PROJECT DESCRIPTION: The Grantee will install a gravity sanitary sewer collection system and a stormwater collection system with swales and ditch improvements to facilitate stormwater treatment and conveyance. The improvements planned will partially fill the existing deep ditches, construct shallow swales and install stormwater pipes as well as stormwater collection structures. These improvements will assist in retaining, collecting and conveying excess stormwater run-off. Plans also include restoring the affected roadways and the surrounding area back to existing or better conditions.

TASKS and DELIVERABLES:

Task 1: Construction

Task Description: The Grantee will construct a sanitary sewer collection system and a stormwater collection system with 8 inch sanitary sewer mains within existing roadways, will extend sewer laterals to property boundaries, will install sanitary manholes approximately every 300 feet, will replace or extend waterlines as required, will install 18 inch to 36 inch storm water pipe and storm water structures, will fill deep ditches, and will grade and restore the roadway and right-of-way, in accordance with the final design(s) and required permits.

Payment Request Schedule: Grantee may submit a payment request for cost reimbursement no more frequently than once per month. The outlined Interim Deliverable(s) and/or Final Deliverable(s) must have been submitted and accepted in writing by the Department's Grant Manager prior to payment request submittal.

Deliverable 1a: 1) Signed acceptance of the completed work by the Grantee, 2) Contractor's Application and Certification for Payment, 3) dated color photographs of on-going work representing time period covered in payment request. These interim deliverables must be submitted 5 days prior to each payment request and may be submitted no more frequently than monthly.

Performance Standard: The Department's Grant Manager will review each submitted interim deliverable to verify that it meets the specifications in the Grant Work Plan and this task description and that work is being performed in accordance with the Grantee's construction contract documents. Upon review and

written acceptance of each interim deliverable submittal by the Department's Grant Manager, the Grantee may proceed with payment request submittal for costs associated with that submittal period under this task.

Contractor's Application and Certification for Payment should include the following supporting documentation:

1. An itemized summary of the materials, labor, and/or services utilized during the period for which payment is being requested.
2. The summary should identify the nature of the work performed; the amount expended for such work; the name of the person/entity providing the service or performing the work; proof of payment of the invoices; and evidence of all work conducted for which a request for payment is being made.
3. Evidence may include references to any drafts or partially-complete designs, surveys, environmental documents and/or permit applications, drawings, and specifications (which must be made available upon request); and documentation demonstrating partial completion of construction activities.

Deliverable 1b: A sanitary sewer collection system and a stormwater collection system will be constructed as described in this task, as evidenced by these final deliverables: 1) dated color photographs of the construction site(s) prior to, during, and immediately following completion of the construction task; 2) written verification that the Grantee has received record drawings and any required final inspection report(s) for the project; 3) signed acceptance of the completed work by the Grantee; and 4) signed statement from a Florida Licensed Professional Engineer indicating construction has been completed in accordance with the design.

Performance Standard: The Department's Grant Manager will review the final deliverables to verify that they meet the specifications in the Grant Work Plan and this task description and that work is being performed in accordance with the Grantee's construction contract documents. Upon review and written approval by the Department's Grant Manager of all final deliverables under this task, the Grantee may proceed with payment request submittal.

PROJECT TIMELINE: The tasks must be completed by the end of each task timeline and all deliverables must be received by the designated due date.

Task/ Deliverable No.	Task or Deliverable Title	Task Start Date	Task End Date	Deliverable Due Date/ Frequency
1	Construction	07/01/2015	6/30/2018	
1a	Interim deliverables			Not more than once monthly
1b	Final deliverables			6/30/2018

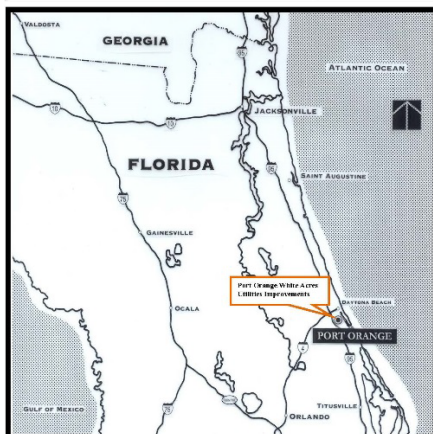
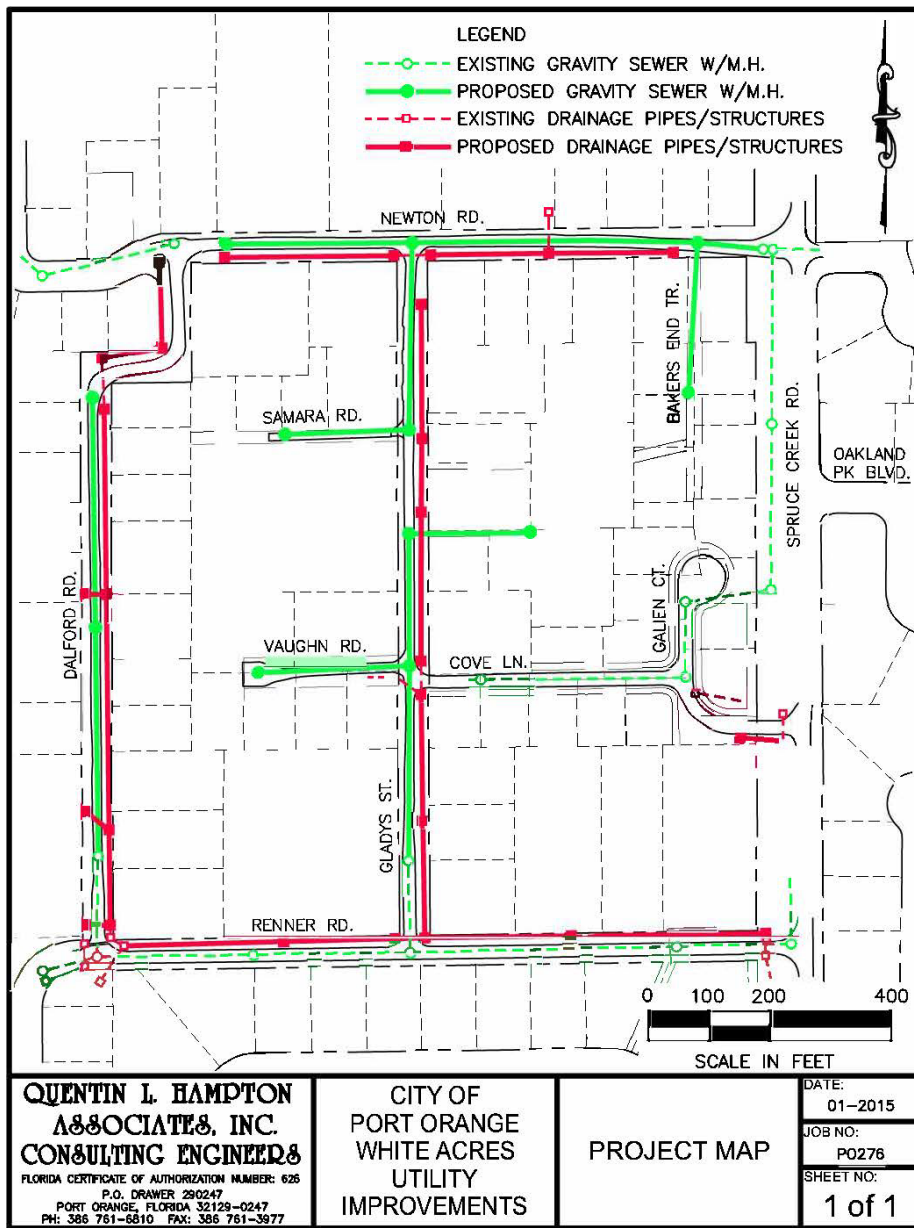
BUDGET DETAIL BY TASK:

Task No.	Budget Category	Budget Amount
1	Contractual Services	\$750,000

PROJECT BUDGET SUMMARY: Cost reimbursable grant funding must not exceed the category totals for the project as indicated below.

Category Totals	Grant Funding, Not to Exceed, \$750,000
Contractual Services Total	\$750,000
Total:	\$750,000

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ATTACHMENT B PAYMENT REQUEST SUMMARY FORM

DEP Agreement No.: _____ Agreement Effective Dates: _____

Grantee: _____ Grantee's Grant Manager: _____

Mailing Address: _____

Payment Request No. _____ Date of Payment Request: _____

Performance Period (*Start date – End date*): _____

Task/Deliverable No(s). _____ Task/Deliverable Amount Requested: \$ _____

GRANT EXPENDITURES SUMMARY SECTION

[Effective Date of Grant through End-of-Grant Period]

CATEGORY OF EXPENDITURE	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS FOR THIS REQUEST	TOTAL CUMULATIVE MATCHING FUNDS
Salaries/Wages	\$N/A	\$N/A	\$N/A	\$N/A
Overhead/Indirect/G&A Costs	\$N/A	\$N/A	\$N/A	\$N/A
Fringe Benefits	\$N/A	\$N/A	\$N/A	\$N/A
Indirect Cost	\$N/A	\$N/A	\$N/A	\$N/A
Contractual (Subcontractors)	\$	\$	\$	\$
Travel (if authorized)	\$N/A	\$N/A	\$N/A	\$N/A
Equipment Purchases (if authorized)	\$N/A	\$N/A	\$N/A	\$N/A
Rental/Lease of Equipment	\$N/A	\$N/A	\$N/A	\$N/A
Other Expenses	\$N/A	\$N/A	\$N/A	\$N/A
Land (if authorized)	\$N/A	\$N/A	\$N/A	\$N/A
TOTAL AMOUNT	\$	\$	\$	\$
TOTAL TASK/DELIVERABLE BUDGET AMOUNT	\$		\$	
Less Total Cumulative Payment Requests of:	\$		\$	
TOTAL REMAINING IN TASK	\$		\$	

GRANTEE CERTIFICATION

Complete Grantee's Certification of Payment Request on Page 2 to certify that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

Grantee's Certification of Payment Request

I, _____ ,

(Print name of Grantee's Grant Manager designated in the Agreement)

on behalf of _____, do hereby certify that:

(Print name of Grantee/Recipient)

- ☒ The disbursement amount requested is for allowable costs for the project described in Attachment A of the Agreement.
- ☒ All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.
- ☒ The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts.

Check all that apply:

- ☐ All permits and approvals required for the construction, which is underway, have been obtained.
- ☐ Construction up to the point of this disbursement is in compliance with the construction plans and permits.
- ☐ The Grantee's Grant Manager relied on certifications from the following professionals that provided services for this project during the time period covered by this Certification of Payment Request, and such certifications are included:

Professional Service Provider (Name / License No.) Period of Service (mm/dd/yy – mm/dd/yy)

_____	_____
_____	_____
_____	_____
_____	_____

Grantee's Grant Manager's Signature

Grantee's Fiscal Agent

Print Name

Print Name

Telephone Number

Telephone Number

INSTRUCTIONS FOR COMPLETING PAYMENT REQUEST SUMMARY FORM

DEP AGREEMENT NO.: This is the number on your grant agreement.

AGREEMENT EFFECTIVE DATES: Enter agreement execution date through end date.

GRANTEE: Enter the name of the grantee's agency.

GRANTEE'S GRANT MANAGER: This should be the person identified as grant manager in the grant Agreement.

MAILING ADDRESS: Enter the address that you want the state warrant sent.

PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.

DATE OF PAYMENT REQUEST: This is the date you are submitting the request.

PERFORMANCE PERIOD: This is the beginning and ending date of the performance period for the task/deliverable that the request is for (this must be within the timeline shown for the task/deliverable in the Agreement).

TASK/DELIVERABLE NO.: This is the number of the task/deliverable that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan).

TASK/DELIVERABLE AMOUNT REQUESTED: This should match the amount on the "TOTAL TASK/DELIVERABLE BUDGET AMOUNT" line for the "AMOUNT OF THIS REQUEST" column.

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter the amount that was expended for this task during the period for which you are requesting reimbursement for this task. This must agree with the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Grant Work Plan. Enter the column total on the "TOTAL AMOUNT" line. Enter the amount of the task on the "TOTAL TASK BUDGET AMOUNT" line. Enter the total cumulative amount of this request **and** all previous payments on the "LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF" line. Deduct the "LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF" from the "TOTAL TASK BUDGET AMOUNT" for the amount to enter on the "TOTAL REMAINING IN TASK" line.

"TOTAL CUMULATIVE PAYMENT REQUESTS" COLUMN: Enter the cumulative amounts that have been requested to date for reimbursement by budget category. The final request should show the total of all requests; first through the final request (this amount cannot exceed the approved budget amount for that budget category for the task you are reporting on). Enter the column total on the "TOTALS" line. **Do not enter anything in the shaded areas.**

"MATCHING FUNDS" COLUMN: Enter the amount to be claimed as match for the performance period for the task you are reporting on. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "TOTAL AMOUNT" line for this column. Enter the match budget amount on the "TOTAL TASK BUDGET AMOUNT" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "LESS TOTAL CUMULATIVE PAYMENTS OF" line for this column. Deduct the "LESS TOTAL CUMULATIVE PAYMENTS OF" from the "TOTAL TASK BUDGET AMOUNT" for the amount to enter on the "TOTAL REMAINING IN TASK" line.

"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN: Enter the cumulative amount you have claimed to date for match by budget category for the task. Put the total of all on the line titled "TOTALS." The final report should show the total of all claims, first claim through the final claim, etc. **Do not enter anything in the shaded areas.**

GRANTEE'S CERTIFICATION: Check all boxes that apply. Identify any licensed professional service providers that certified work or services completed during the period included in the request for payment. **Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.**

NOTES:

If claiming reimbursement for travel, you must include copies of receipts and a copy of the travel reimbursement form approved by the Department of Financial Services, Chief Financial Officer.

Documentation for match claims must meet the same requirements as those expenditures for reimbursement.

ATTACHMENT C

Contract Payment Requirements Florida Department of Financial Services, Reference Guide for State Expenditures Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements:

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm

ATTACHMENT D

PROGRESS REPORT FORM

DEP Agreement No.:			
Grantee Name:			
Grantee Address:			
Grantee's Grant Manager:		Telephone No.:	
Reporting Period:			
Project Number and Title:			
Provide the following information for all tasks and deliverables identified in the Grant Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task. NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan. <u>The following format should be followed:</u> Task 1: Progress for this reporting period: Identify any delays or problems encountered:			

This report is submitted in accordance with the reporting requirements of DEP Agreement No. _____ and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager

Date

ATTACHMENT E

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://12.46.245.173/cfda/cfda.html>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/fac/>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **5** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **3** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	General Appropriations, Line Item 1662A	2015-2016	37.039	Statewide Surface Water Restoration And Wastewater Projects	\$750,000.00	140047

				Total Award	\$750,000.00	
--	--	--	--	-------------	--------------	--

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 03/15/2016

Consent item: Yes

SUBJECT: Resolution No. 16-15 - Causeway Park Dock/Fishing Pier (West) FIND Grant Application.

DEPARTMENT: City Manager

GOAL:

OBJECTIVE:

RECOMMENDED MOTION:

Move to approve Resolution No. 16-15 authorizing the City Manager to submit a grant application to the Florida Inland Navigation District (FIND) grant program, provide a match, and authorize the Mayor and City Clerk to execute any agreements or contracts.

SUMMARY: The Causeway Park dock and pilings are in need of renovation. Constructed in 1990s, the dock is heavily used by the public, and according to the Parks and Recreation Department the marine environment has deteriorated the dock system. The project is in the approved FY2016 Capital Improvement Plan (#201270) The City seeks assistance from the Florida Inland Navigation District (FIND) grant program with the renovation of the Causeway west dock/pier.

The project costs associated with this project total \$350,000.00. The City is requesting \$175,000.00 from the FIND program and matches the request with \$175,000.00 in City funds. \$151,340 of City funds are budgeted with the project in FY16. The remaining \$23,660 will be included in the FY17 Capital Improvement Program request.

The FIND program specifically requires that attached Resolution (Attachment E-6) and its related language be approved.

Project No.: QPC062 Funding Account No.: 315-5100-572.63.97

ATTACHMENTS:

1.	Reso. No. 16-15	Reso. No. 16-15.pdf
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Donahue, Kent
Johansson, M. Jake
Riehm, Tracey
Roberts, Margaret

Created/Initiated - 02/25/2016
Approved - 03/07/2016
Approved - 03/07/2016
Approved - 03/08/2016

RESOLUTION NO. 16-15

**ATTACHMENT D-6
RESOLUTION FOR ASSISTANCE
UNDER THE FLORIDA INLAND NAVIGATION DISTRICT
COOPERATIVE ASSISTANCE PROGRAM**

WHEREAS, THE CITY OF PORT ORANGE is interested in carrying out the following described project for the enjoyment of the citizenry of VOLUSIA COUNTY and the State of Florida:

Project Title: Causeway Park Dock/Fishing Pier (West)

Total Estimated Cost: \$350,000

Brief Description of Project: Port Orange intends to renovate the Causeway Park dock/pier and pilings to provide public access to the Halifax River.

AND, Florida Inland Navigation District financial assistance is required for the program mentioned above.

NOW THEREFORE, be it resolved by the CITY OF PORT ORANGE that the project described above be authorized.

AND, be it further resolved that said CITY OF PORT ORANGE make application to the Florida Inland Navigation District in the amount of 50% of the actual cost of the project in behalf of said CITY OF PORT ORANGE.

AND, be it further resolved by the CITY OF PORT ORANGE that it certifies to the following:

1. That it will accept the terms and conditions set forth in FIND Rule 66B-1 F.A.C. and which will be a part of the Project Agreement for any assistance awarded under the attached proposal.

2. That it is in complete accord with the attached proposal and that it will carry out the Program in the manner described in the proposal and any plans and specifications attached thereto unless prior approval for any change has been received from the District.

3. That it has the ability and intention to finance its share of the cost of the project and that the project will be operated and maintained at the expense of said CITY OF PORT ORANGE for public use.

4. That it will not discriminate against any person on the basis of race, color or national origin in the use of any property or facility acquired or developed pursuant to this proposal, and shall comply with the terms and intent of the Title VI of the Civil Rights Act of 1964, P.L. 88-352 (1964) and design and construct all facilities to comply fully with statutes relating to accessibility by handicapped persons as well as other federal, state and local laws, rules and requirements.

5. That it will maintain adequate financial records on the proposed project to substantiate claims for reimbursement.

6. That it will make available to FIND if requested, a post-audit of expenses incurred on the project prior to, or in conjunction with, request for the final 10% of the funding agreed to by FIND.

This is to certify that the foregoing is a true and correct copy of a resolution duly and legally adopted by the PORT ORANGE CITY COUNCIL at a legal meeting held on this_____ day of _____ 2016.

MAYOR ALLEN GREEN

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Reviewd and Approved: _____
Margaret T. Roberts, City Attorney



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 03/15/2016

Consent item: Yes

SUBJECT: Resolution No. 16-16 - Budget Appropriation

DEPARTMENT: Finance

GOAL:

OBJECTIVE:

RECOMMENDED MOTION: Move to approve Resolution No. 16-16.

SUMMARY: Budget Appropriations for:

*\$19,000 Fund 001 - General Fund - For additional funds related to Professional Landscape Maintenance Services

*\$638,646 Fund 403 - Water/Sewer R&R Fund - For the St. Johns Water Management District Cost Share Agreement, Contract #28476

*\$345,000 Fund 412 - Drainage Construction Operating Fund - For the purchase of a Gradeall

*\$185,000 Fund 412 - Drainage Construction Operating Fund - For the replacement of the Culvert at Pineland, Niver, and Isabelle

*\$147,000 Fund 412 - Drainage Construction Operating Fund - Additional Funds for the replacement of the Culvert at Ryanwood

*\$20,000 Fund 608 - Police Property & Evidence Fund - For Retained Portion of Settlements

*\$70,000 Fund 625 - Police Federal Forfeiture Fund - For Body Cameras

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Reso. No. 16-16	Reso. No. 16-16.pdf
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Pallante, Lisa
Riehm, Tracey
Roberts, Margaret
Johansson, M. Jake

Created/Initiated - 03/09/2016
Approved - 03/09/2016
Approved - 03/09/2016
Final Approval - 03/09/2016

RESOLUTION NO. 16 -16

A RESOLUTION OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, APPROPRIATING
OPERATING FUNDS FOR PROFESSIONAL
LANDSCAPE MAINTENANCE SERVICES, THE
PURCHASE OF A GRADALL, REPLACEMENT OF
THE CULVERT AT PINELAND, NIVER, AND
ISABELLE, REPLACEMENT OF THE CULVERT AT
THE RYANWOOD ENTRANCE, THE ST. JOHNS
RIVER WATER MANAGEMENT DISTRICT COST
SHARE AGREEMENT, RETAINED AMOUNTS FROM
SETTLEMENTS OF FORFEITURE CASES IN THE
POLICE DEPARTMENT, AND PURCHASE OF BODY
CAMERAS FOR THE POLICE DEPARTMENT;
SETTING FORTH REVENUES AND EXPENDITURES;
AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to enter into contracts for services related to Professional Landscape Maintenance and an additional \$19,000 in funds is required to proceed with this contract; and

WHEREAS, the City Council desires to make drainage improvements that involve the purchase of a Gradall in the amount of \$345,000; and

WHEREAS, the City Council desires to make drainage improvements that involve the replacement of the Culvert at Pineland, Niver, and Isabelle which is estimated to have a cost of \$185,000; and

WHEREAS, the City Council desires to make drainage improvements that involve the replacement of the Culvert at the Ryanwood entrance which requires additional funds of \$155,000; and

WHEREAS, the City Council desires to be eligible to obtain funds from the St. Johns River Water Management District Cost Share Agreement, Contract # 28476, related to the White Acres Subdivision Utilities Improvement Project (#UET022); and

WHEREAS, the City periodically receives a retained amount from the settlement of various forfeiture cases for the Police Department; and

WHEREAS, the City Council desires to purchase Body Cameras for the Police Department and an additional \$70,000 is required to proceed with this purchase; and

WHEREAS, the City Council desires to appropriate the funds related to various operating and capital items, and to set forth, appropriate and change appropriations of certain revenues and expense.

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 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, 2015 through September 30, 2016.

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 ALLEN GREEN

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Adopted on the day of

Reviewed and Approved: _____
Margaret T. Roberts, City Attorney

COMPOSITE EXHIBIT A**Resolution No. 16 - 16**

FY2016 **General Fund (Fund 001)**
PREPARED: **March 8, 2016**
FINANCE: **Jamie Miller**

	BUDGET
	INCREASE(DECREASE)

REVENUES:

Appropriated Equity	696,000
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TOTAL REVENUES:	696,000
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EXPENDITURES:

Parks Maintenance	19,000
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Transfer to the 412 Drainage Fund	677,000
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TOTAL EXPENDITURES:	696,000
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*** To fund an additional \$19K in expenditures for Parks Maintenance related to the Bid #16-04, Professional Landscape Maintenance Services. To transfer funds to the 412 Drainage Fund for the purchase of a Gradall at \$345K, the replacement of the Culvert at Pineland, Niver, and Isabelle at \$185K, and for additional funds for the replacement of the Culvert at the Ryanwood entrance at \$147K. (Total estimated cost for the Ryanwood Culvert Replacement is \$389K, with Public Utilities 401 Fund funding \$20K and the Gas Tax 301 Fund funding \$169K.)**

COMPOSITE EXHIBIT A**Resolution No. 16 - 16****FY2016 Water/Sewer R&R Fund (Fund 403)****PREPARED: March 8, 2016****FINANCE: Jamie Miller**

	BUDGET INCREASE(DECREASE)
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REVENUES:

St. Johns River Water Management District (SJRWMD) Cost-Share Agreement (Contract 28476, Encumbrance #S008111)	638,646
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TOTAL REVENUES:	638,646
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EXPENDITURES:

Wastewater- Sewer Services	638,646
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TOTAL EXPENDITURES:	638,646
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*** To budget for the Cost Share Agreement between the St. Johns River Water Management District (SJRWMD) and the City of Port Orange. This is related to the SJRWMD Contract #28476, and Encumbrance #S008111 on the White Acres Subdivision Utilities Improvement Project, City Project # UET022.**

COMPOSITE EXHIBIT A**Resolution No. 16 - 16****FY2016 Drainage Construction Operating (Fund 412)****PREPARED: March 8, 2016****FINANCE: Jamie Miller**

	BUDGET INCREASE(DECREASE)
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REVENUES:

Transfer from General Fund (001)	677,000
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TOTAL REVENUES:	677,000
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EXPENDITURES:

Public Works- Drainage	677,000
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TOTAL EXPENDITURES:	677,000
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*** To fund the purchase of a Gradall at \$345K, the replacement of the Culvert at Pineland, Niver, and Isabelle at \$185K, and for additional funds for the replacement of the Culvert at the Ryanwood entrance at \$147K. (Total estimated cost for the Ryanwood Culvert Replacement is \$389K, with Public Utilities 401 Fund funding \$20K and the Gas Tax 301 Fund funding \$169K.)**

COMPOSITE EXHIBIT A**Resolution No. 16 - 16**

FY2016 **Police Forfeiture Trust (Fund 607)**
PREPARED: **March 8, 2016**
FINANCE: **Jamie Miller**

	BUDGET INCREASE(DECREASE)
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REVENUES:

Transfer From 608 Fund	1,369
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TOTAL REVENUES:	1,369
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EXPENDITURES:

Public Safety	1,369
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TOTAL EXPENDITURES:	1,369
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* To appropriate for proceeds from Police forfeiture settlements.

*The Police Property Evidence Trust Fund (608) is the fund used to track evidence currently in custody by the City. As funds become forfeited to the City, the amounts are transferred into the Police Forfeiture Trust Fund (607) to be spent as per State guidelines.

COMPOSITE EXHIBIT A**Resolution No. 16 - 16**

FY2016 **Police Property & Evidence (Fund 608)**
PREPARED: **March 8, 2016**
FINANCE: **Jamie Miller**

	BUDGET INCREASE(DECREASE)
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REVENUES:

Appropriated Equity	1,369
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TOTAL REVENUES:	1,369
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EXPENDITURES:

Public Safety- Transfer to 607 Fund	1,369
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TOTAL EXPENDITURES:	1,369
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*To appropriate for the transfer of proceeds from Police forfeiture settlements.

*Police Property Evidence Trust Fund (608) is the fund used to track evidence currently in custody by the City. As funds become forfeited to the City, the amounts are transferred into the Police Forfeiture Trust Fund (607) to be spent as per State guidelines.

COMPOSITE EXHIBIT A**Resolution No. 16 - 16**

FY2016 **Federal Police Forfeiture (Fund 625)**
PREPARED: **March 8, 2016**
FINANCE: **Jamie Miller**

	BUDGET INCREASE(DECREASE)
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REVENUES:

Appropriated Equity	70,000
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TOTAL REVENUES:	70,000
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EXPENDITURES:

Public Safety	70,000
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TOTAL EXPENDITURES:	70,000
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***To cover additional funding required to proceed with the Taser Axon Body Camera purchase for the Police Department.**

As funds are received by the City from Federal Forfeitures, these amounts are recorded in the Federal Police Forfeiture Trust Fund. These funds are subsequently spent as per federal guidelines.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 03/15/2016

Consent item: Yes

SUBJECT: License Agreement – Lot 4, Sugar Grove Subdivision; 870 Sugar Grove Court

DEPARTMENT: Community Development

GOAL: 2 - Quality of Life

OBJECTIVE: N/A

RECOMMENDED MOTION: Move to authorize the Mayor and City Clerk to act on behalf of the City to execute a License Agreement for Lot 4, Sugar Grove Subdivision.

SUMMARY: Staff has received a right-of-way License Agreement application for two portions of the Sugar Grove Court right-of-way frontage of Lot 4 of the Sugar Grove Subdivision. Serene Pavers and Stonescapes, the applicant on behalf of the property owners, has made this application in connection with a proposal to reconstruct two existing right-of-way driveway aprons and sidewalk with decorative pavers. A building permit application has been submitted for the proposal.

The applicant has been advised of applicable requirements and the License Agreement review process. The license agreement has the effect of requiring the property owners to maintain and if necessary, replace these improvements per the accepted standard construction requirements of the City. Further, should the property owners fail to abide by this requirement, it provides the City with the ability to take necessary corrective actions at the expense of the property owners. City liability concerns are addressed by an indemnity statement in the License Agreement document. The property owners executed the original License Agreement document prior to the City Council meeting.

The License Agreement application has been reviewed for completeness and accuracy. City staff has reviewed the application and the area has been inspected with respect to City Codes and possible effects to adjacent properties resulting in no concerns.

Project Funding Account
No.: No.:

ATTACHMENTS:

1.	License Agreement	License Agreement - Mott.pdf
2.	Lot drawing	sugargrove drawing.pdf
3.	Northerly photo	sugargrovephoto4.pdf
4.	Southerly photo	sugargrovephoto3.pdf

Glor, Chip
Clark, Wayne
Roberts, Margaret
Johansson, M. Jake

Created/Initiated - 02/23/2016
Approved - 02/23/2016
Approved - 03/08/2016
Final Approval - 03/08/2016

Return Recorded Document to:
Attention: Records Clerk
1000 City Center Circle
Port Orange FL 32129

This Document Prepared by:

Margaret T. Roberts
City Attorney
1000 City Center Circle
Port Orange, FL 32129

Parcel No.: 6337-13-00-0040

This Space Reserved for Recording Data

LICENSE AGREEMENT

THIS **LICENSE AGREEMENT** is made and entered into this ____ day of _____, 2016, by and between the City of Port Orange, Florida, a chartered municipal corporation ("City"), 1000 City Center Circle, Port Orange, FL 32129, ("Licensor"); and Donald E. Mott and Leila Mayo-Mott, husband and wife whose mailing address is 870 Sugar Grove Court, Port Orange, FL 32129, ("Licensees").

PREMISES

WHEREAS, the City Council of the City of Port Orange has adopted Resolution No. 95-64, which establishes City policy regarding improvements within City rights-of-way by private citizens, homeowners associations, and developers; and

WHEREAS, the City and the Licensees have agreed on an improvement plan and specifications, as described on **Exhibit "A,"** attached hereto and incorporated herein by reference; and

WHEREAS, the Licensees hereby warrant to the City that the Licensees have full power and authority to enter into this Agreement, and that the Licensees agree to be bound by the terms and conditions hereof is in compliance with and shall remain in compliance with any declaration of covenants and restrictions, as may exist and as may be amended from time to time; and

WHEREAS, the Licensees are the owners of real property located in the Sugar Grove subdivision, recorded in Map Book 7144 Page 163, Public Records of Volusia County, Florida, hereinafter the "Subject Property", described on **Exhibit "B;"**; and

WHEREAS, the Licensees hereby acknowledge that the City public utilities are located within the right-of-way, including but not limited to locations beneath the proposed Improvements.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree as follows:

1. The City hereby grants to the Licensees a license to enter upon and to utilize the right-of-way known as Sugar Grove Court located and situated in Port Orange, Volusia County, Florida, adjacent to the Subject Property, as depicted on **Exhibit "B"** for the purpose of placing decorative pavement over the driveway apron and sidewalk area adjoining the Subject Property (hereinafter "Improvements") approved by the City as depicted on **Exhibit "A."**

2. All improvements, uses and activities shall comply with the policies established in Resolution No. 95-64 and with the terms and conditions of this License Agreement and exhibits hereto.

3. The Licensees jointly and severally assume all responsibility for the maintenance and, if necessary, replacement of all Improvements depicted on **Exhibit "A."**

4. The Licensees agree, upon thirty (30) days written notice from the City, to maintain, repair or replace all Improvements which require maintenance, repair or replacement. If no remedy is made within the specified time, the City reserves the right to remove all Improvements without further notice to the Licensees and at the sole cost and expense of the Licensees.

5. The City reserves the right to request removal of the Improvements depicted on **Exhibit "A"** in the event that the City needs to utilize the property for City purposes, such as road, bike path, public utility installation or maintenance, drainage improvement or other public uses. The City shall endeavor to give at least thirty (30) days prior notice to the Licensees. If the Improvements are not removed within the time specified by the City or in cases where emergency work by the City becomes necessary the City may remove or cause to be removed the Improvements without any liability to the City or obligation to replace same upon completion of the City project. The Licensees may replace the Improvements after the City repair or maintenance; and the Licensees shall be responsible for any and all expenses of the replacement of Improvements.

6. The Licensees agree that no improvements shall be made or altered in the right-of-way except as depicted on **Exhibit "A"** or subsequently approved amendments thereto. However, the Improvements may be maintained, repaired, replaced and removed.

7. The license granted by this License Agreement shall be effective during the period from the date of execution by both parties until terminated in accordance with the provisions specified herein.

8. Any party may terminate this License Agreement upon giving thirty (30) days prior written notice to the other party, after which time this License Agreement shall be of no force and effect. Upon termination by any party, the City shall have the option of requiring all Improvements to be removed or abandoned in place by the Licensees or maintained in their present state by the City and without further right or obligation by the Licensees. If the Licensees terminate this Agreement or otherwise fail to remain in good standing and in compliance with this Agreement, the City may maintain and repair the Improvements and the City shall not be obligated to either maintain or repair the Improvements and the City shall not be liable for either undertaking or failing to maintain or repair the Improvements. All costs and expenses of the City resulting from maintenance or repair of the Improvements, including administrative expenses, attorney's fees and costs, and expenses incurred in establishing and operating a special district, shall be chargeable to and assessed by the City jointly and severally

against all lots located within the development, subdivision or project located within the property described in **Exhibit "B"**. The City shall have the right to enforce collection of assessments for such costs and expenses by a lien jointly and severally against the lots, which lien shall include interest at the then highest lawful rate of interest and attorneys' fees and costs for collection thereof. The City shall have the right to establish a special district and to utilize any methods or procedures provided by law or ordinance for imposition and collection of the assessments described herein.

9. This license is given to the Licensees as an accommodation to the Licensees without any consideration. The Licensees acknowledge the legal title of the City to the right-of-way property described herein and agree never to deny such title or to claim title in the Licensees' name.

10. The license is personal to the Licensees and shall not inure to the successors or assigns of the Licensees. The rights, privileges and permission granted herein shall not be assignable by the Licensees in whole or in part. Upon the sale or transfer by the Licensees of title to the real property adjoining the right-of-way upon which the Improvements are located, the City shall have the immediate right to remove the improvements for which this license is granted; subject, however, to application made by the successor property owner for and due diligence in obtaining approval by the City of a new license agreement for the existing Improvements to remain in the right-of-way.

11. The Licensees shall exercise the rights, privileges and permission granted herein at the Licensees own risk. Licensees shall make monthly inspections of the paver surface within the right-of-way, including the driveway apron and sidewalk areas; and shall immediately repair any deviation in the surface. The Licensees shall not claim any damages from the City for any injuries or damages in connection with or on account of the exercise of such rights, privileges or permission, the condition of the City's property, or the use of the property. Licensees agree to maintain homeowner's general liability insurance including contractual liability and having a minimum coverage of **Three Hundred Thousand Dollars (\$300,000.00)**. In the event that the Licensees allow the required general liability insurance to elapse or expire, the City may remove all Improvements after thirty (30) days prior written notice to Licensees that the insurance had elapsed or expired. Further, the Licensees shall indemnify and hold harmless the City, its officers, employees and agents, from and against all claims, damages, losses and expenses, attorneys' fees and costs, arising out of, resulting from, or in any way connected with the condition of the City's property, the use of the property by Licensees, their invitees and members of the public, the exercise of the license granted by this License Agreement, the failure on the part of the Licensees to comply with any of the provisions specified herein, or the City's removal of any improvements depicted in **Exhibit "A"** or otherwise permitted by this License Agreement. The City shall not be liable to the Licensees if for any reason the Licensees' use of the Subject Property is hindered or disturbed.

12. All notices required to be given by any party shall be in writing, addressed to all other parties, and delivered by certified mail, telegram or in person to: City Manager, City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, for the City; and to Donald E. Mott and Leila Mayo-Mott, 870 Sugar Grove Court, Port Orange, Florida 32129, for the Licensees, or as otherwise designated in writing to all respective parties.

13. This Agreement shall be recorded in the Public Records of Volusia County, Florida. Upon execution of this Agreement, the Licensees agree to pay the City an amount equal to the applicable cost of recording this Agreement in the Public Records of Volusia County, Florida.

14. This License Agreement constitutes the entire agreement between the parties. There are no further or other agreements or understandings, written or oral, in effect between the parties, relating to the subject matter hereof. This License Agreement may be amended or modified only by an instrument of equal formality signed by the respective parties.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement on the respective dates below.

WITNESSES:

LICENSOR:

Printed Name: _____

CITY OF PORT ORANGE, FLORIDA
a chartered municipal corporation

Printed Name: _____

By: _____
Allen Green, Mayor

Printed Name: _____

Attest: _____
Robin L. Fenwick, CMC, City Clerk

Printed Name: _____

(SEAL)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Allen Green, as Mayor of the City of Port Orange, Florida, who acknowledged that he is duly authorized to execute the foregoing LICENSE AGREEMENT on behalf of the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, and who ☐ is personally known to me, or ☐ has produced _____ as identification.

Notary Public, State of Florida at Large
Printed name, commission and expiration:

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Robin L. Fenwick, as the City Clerk of the City of Port Orange, Florida, who acknowledged that she is duly authorized to execute the foregoing LICENSE AGREEMENT on behalf of the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, and who ☐ is personally known to me, or ☐ has produced _____ as identification.

Notary Public, State of Florida at Large
Printed name, commission and expiration:

WITNESSES:

LICENSEES:

Printed Name: _____

Donald E. Mott

Printed Name: _____

Printed Name: _____

Leila Mayo-Mott

Printed Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, Donald E. Mott, who is authorized to execute the foregoing LICENSE AGREEMENT, and who ☐ is personally known to me, or ☐ has produced _____ as identification.

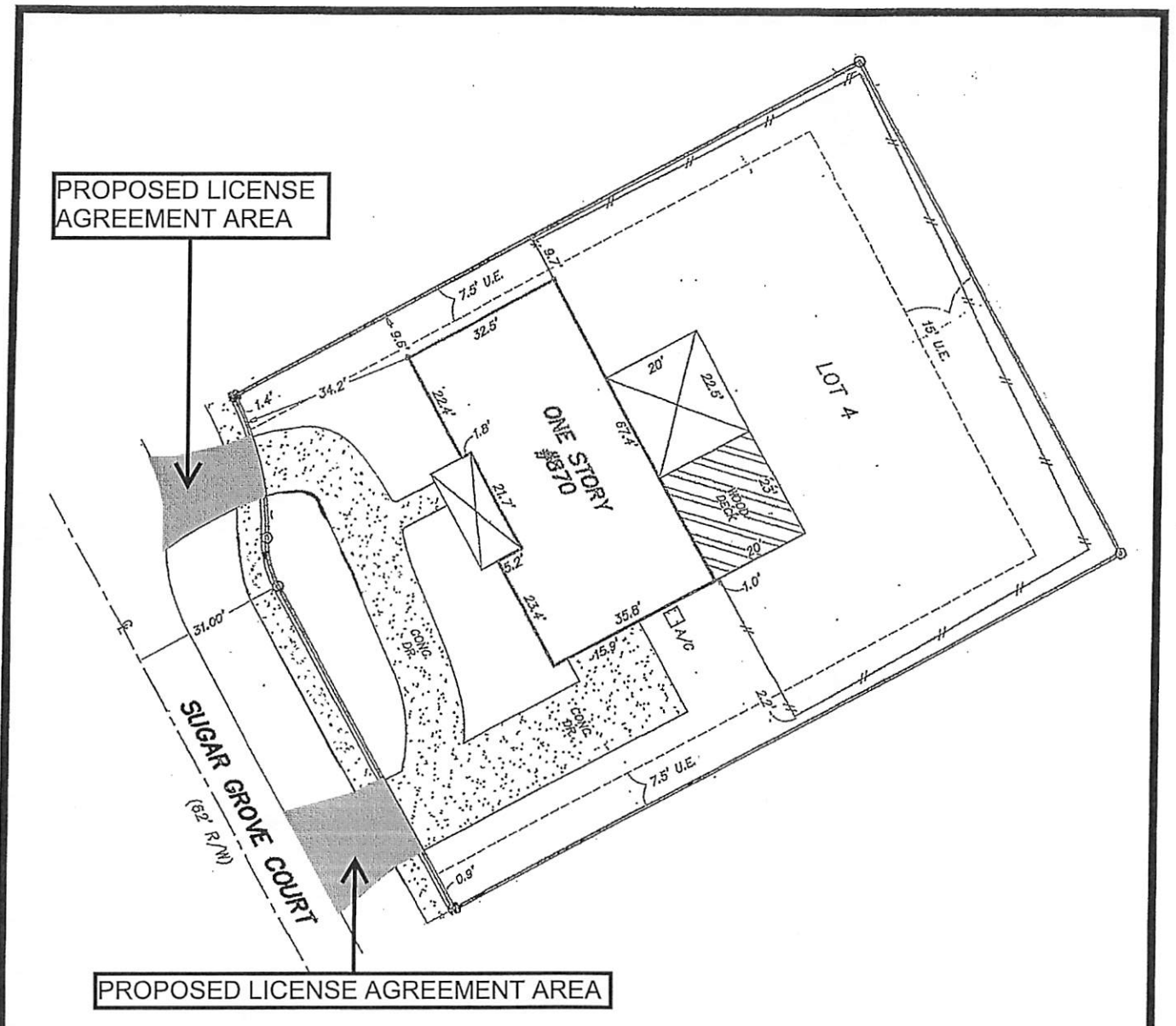
Notary Public, State of Florida at Large
Printed name, commission and expiration:

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, Leila Mayo-Mott, who is authorized to execute the foregoing LICENSE AGREEMENT, and who ☐ is personally known to me, or ☐ has produced _____ as identification.

Notary Public, State of Florida at Large
Printed name, commission and expiration:

EXHIBIT "A"



Case No.: 16-97500001

Applicant: Serene Pavers and Stonescapes on behalf of Leila Mayo-Mott, the property owner

Location: Lot 4, Sugar Grove Subdivision
870 Sugar Grove Court

Requested Action: To approve and authorize the execution of a right-of-way license agreement for the construction of two decorative paver driveway aprons and the included portions of sidewalk in the Sugar Grove Court right-of-way



Location Map CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT

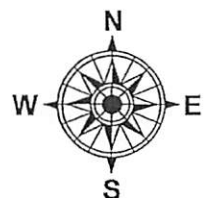


EXHIBIT "A"

PAVER MANUFACTURER SPECIFICATIONS (include color photo):

Manufacturer: Tremron

Paver Style Name: Old Town

Paver Block Dimensions: 6"x9", 6"x6", 6"x4"

Paver Block Color: Old Chicago

Paver Placement Pattern: Random Running

Paver Area Containment Border: 4' – 6" Concrete edge restraint

Paver Minimum Compressive Strength: 8500 p.s.i.

Paver Bedding and Joint Filler Material: Crushed concrete and Sand

Paver Base Material, Thickness, and Compaction Requirement: 2-3/8" Crushed Concrete
98% Max. density

Paver Subgrade Compaction Requirement: 95% Max. density

EXHIBIT "A"



EXHIBIT "B"

LEGAL DESCRIPTION

Lot 4, Sugar Grove, as per the plat thereof, as recorded in Map Book 37, Page 4, Public Records of Volusia County, Florida



NORTHERLY DRIVEWAY
APRON AND SIDEWALK AREA

02/01/2015

© 2015 Pictometry



SOUTHERLY
DRIVEWAY APRON
AND SIDEWALK

02/01/2015

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CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 03/15/2016

Consent item: Yes

SUBJECT: Extension of the Standard Contract for Services with Applied Aquatic Management, Inc.

DEPARTMENT: Public Works

GOAL: 2 - Quality of Life

OBJECTIVE: 1 - Maintain existing beautification efforts and implement phases not yet complete

RECOMMENDED MOTION: Move to approve the fourth renewal option to extend the standard contract for services with Applied Aquatic Management, Inc., from May 1, 2016, through April 30, 2017, for a total cost of \$40,212, and authorize the Mayor and City Clerk to execute all required documents.

SUMMARY: The standard contract for services for aquatic treatment of lakes, retention ponds, canals, and ditches was initially entered between the City of Port Orange and Applied Aquatic Management, Inc. on April 10, 2012.

The contract provided for an initial term of one year commencing on May 1, 2012, and continuing until April 30, 2013, with five optional one year renewals upon written agreement of the parties. There have been three renewals since, and the contract will expire on April 30, 2016.

Since contract award, Applied Aquatic Management, Inc. has provided superior services while maintaining the same prices for the past three years. The City's 87 retention ponds, lakes, ditches, and canals have been sprayed on schedule, monthly aquatic spray reports have been kept and provided to the City on time, and any customer service issues have been promptly addressed.

Because of the quality of services and stable prices, it is recommended that the City extend the contract for one more year. The City and Applied Aquatic Management, Inc. have both agreed to exercise a fourth renewal option subject to City Council's approval. Approval of the fourth renewal will extend the contract from May 1, 2016, through April 30, 2017, for a total cost of \$40,212.

Project No.: Funding Account No.: 41218005413414
 00144005723414

ATTACHMENTS:

1.	Bid No. 12-26 Treatment of Lakes,	12 26 Bid Treatment of Lakes Ponds
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	Retention Ponds, Canals & Ditches	Canals Ditches.pdf
2.	Applied Aquatic Insurance Certificate	Insurance Certificate thru 2017 Applied Aquatic.pdf
3.	Applied Aquatic Management Excel Spreadsheet Breakdown of Cost by Area	2016 SPREADSHEET APPLIED AQUATIC.xls
4.	Extension of Amended, Restated and Standard Contract for Services	Extension of Amended, Restated and Standard Contract for Services.pdf

Cockcroft, Kynah	Created/Initiated - 02/25/2016
Adumuah, Branford	Approved - 02/25/2016
Riehm, Tracey	Approved - 03/07/2016
Lovallo, Susan	Approved - 03/08/2016
Roberts, Margaret	Approved - 03/08/2016
Johansson, M. Jake	Final Approval - 03/08/2016

CITY OF PORT ORANGE, FLORIDA

**Treatment of Lakes, Retention Ponds,
Canals & Ditches**

BID NO. 12-26



Prepared by:
City of Port Orange Purchasing Division
March 2012

Bid release date: **March 12, 2012**
Bid (Mandatory) pre-submittal meeting date & time: **March 21, 2012 at 10 a.m.**
Bid last day for questions: **March 28, 2012 5 p.m.**
Bid due date and time Envelope #1 and Envelope #2: **April 3, 2012 at 10:00 a.m.**

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

Section 00020



Legal Notice

Notice to Bidders

Bid #12-26

Treatment of Lakes, Retention Ponds, Canals & Ditches

Notice is hereby given that the City of Port Orange is accepting bids for Treatment of lakes, retention ponds, canals & ditches. Bids will be accepted in the Purchasing Office, a division of the Finance Department, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida until **10:00 A.M., on April 3, 2012** or as addendum issued by the City. Two (2) envelopes, as described below, shall be submitted. Envelope #1 contains required forms, it will be evaluated and deemed responsive or non-responsive. All bids deemed non-responsive will be returned to the bidder and envelope #2 will not be opened. Envelope #2 contains technical and price information. Envelope #2 from all responsive bidders will be opened and read aloud at **2:00 P.M.**, the same day.

There will be a MANDATORY pre-bid meeting for the project at **10:00 A.M. (local time) on March 21, 2012**. The meeting will be held in the Council Chambers, located on the first floor of City Hall, 1000 City Center Circle, Port Orange, Florida. Attendance to the pre-bid meeting is mandatory.

DESCRIPTION: Treatment of Lakes, Retention Ponds, Canals & Ditches.

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, and at www.municode.com

Copies of the bid documents, requirement, 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 or from Tom Cinefro, Purchasing Coordinator, 500 Oak Street, Port Orange, Florida 32127 via email tcinefro@port-orange.org.

All questions should be directed **in writing** to the Purchasing Coordinator, Tom Cinefro, tcinefro@port-orange.org

A certified check or bank draft, payable to the City of Port Orange, Florida or a satisfactory bid bond executed by the Bidder and an acceptable surety, in an amount equal to five percent (5%) of the bid shall be submitted with each bid. **NO** bid shall be withdrawn for a period of ninety (90) days subsequent to the bid opening without the consent of the City of Port Orange, Florida. Upon award, the successful bidder will also be required to furnish and pay for a satisfactory contract one hundred percent (100%) Performance Bond to be recorded by the vendor, with the Clerk of the Circuit Court, Volusia County, Florida and to enter into a contract for services with the City of Port Orange.

All bidders are required to complete and submit an original or certified copy of Certificate of Liability Insurance, the Public Entity Crime Statement, the Anti-collusion Statement and the Drug Free Tie Bid Preference Statement.

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 addressed to Tom Cinefro, Purchasing Coordinator, Finance Department, City Hall, 1000 City Center Circle, Port Orange, Florida 32129 in **Two (2) SEALED ENVELOPES** plainly marked on the outside: **"Treatment of Lakes, Retention Ponds, Canals & Ditches, Bid No. 12-26."** -Envelope #1 and #2, respectively-

Tom Cinefro, Purchasing Coordinator

Legal Ad - One Time – **March 12, 2012**

SECTION 00025

TABLE OF CONTENTS CITY OF PORT ORANGE

BID NO. 12-26

<u>Section</u>	<u>Title</u>
00020	Invitation to Bid-Legal Advertisement (page 2)
00025	Table of Contents (page 3)
00030	Bidder Acknowledgement Form (page 4)
00040	Bidder's Checklist (page 5)
00050	Bidder's Submittal Checklist (page 6)
00060	Standard Purchase Definitions (page 7)
00070	General requirements for Bids (page 9)
00080	Special Conditions (page 21)
00090	Specifications/Requirements (page 23)
00120	Total Base Bid (page 30-32)
00130	Statement of Bidder's Qualifications (page 33)
00140	Listing of Previous Experience (page 35)
00150	Equipment List (page 36)
00155	Personnel List (page 37)
00160	Bid Bond (page 38)
00170	Sworn Statement on Public Entity Crimes (page 39)
00180	Anti-Collusion Statement (page 40)
00190	Drug Free/ Tie Preference Statement (page 41)
00200	Standard Contract for Services (page 42)
00210	Performance Bond (page 51)

SECTION 00030



City of Port Orange

Purchasing Division
1000 City Center Circle
Port Orange, Florida 32129
Telephone (386) 506-5704
Fax (386) 506-5711

BID 12-26

BIDDER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

BID TITLE: Treatment of Lakes, Retention Ponds, Canals & Ditches: Bid #12-26

BID RELEASE DATE: March 12, 2012

BID PRE-SUBMITTAL MEETING DATE & TIME: March 21, 2012 at 10 a.m. (MANDATORY) City Hall

BID DEADLINE FOR QUESTIONS: March 28, 2012 at 5 p.m.

BID DUE DATE & TIME, ENVELOPE #1 & #2: April 3, 2012 at 10:00 a.m.

Proposals Received After The Above Date And Time Will Not Be Accepted.

If returning as a "No Bid", please state reason (s): _____

BIDDER'S NAME: _____

BIDDER'S MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

PHONE NUMBER: _____ EMAIL: _____

ACKNOWLEDGMENT OF ADDENDA: (Must circle each addendum issued) 1 2 3 4 5 6 7

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. In submitting a bid to the City of Port Orange, the bidder offers and agrees that if the bid is accepted, the bidder will convey, 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 Antitrust 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 bidder.

X _____
AUTHORIZED SIGNATURE (MANUAL)

NAME (TYPED)

TITLE

DATED

SECTION 00040



City of Port Orange

Purchasing Division
1000 City Center Circle
Port Orange, Florida 32129
Telephone (386) 506-5704
Fax (386) 506-5711

BIDDER'S CHECKLIST

The 10 Most Critical Things to Keep in Mind When Responding to a Bid for the City of Port Orange

1. _____ **Read the entire document.** Note critical items such as: mandatory requirements; Supplies and/or services required; submittal dates; number of copies required for submittal; funding amount and source; contract requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
2. _____ **Note the Purchasing Coordinator's name, address, phone numbers and e-mail address.** This is the only person (or his designee) you are allowed to communicate with regarding the BID and is an excellent source of information for any questions you may have.
3. _____ **Attend the pre-bid conference** if one is offered. These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the City of any ambiguities, inconsistencies, or errors in the Bid.
4. _____ **Take advantage of the "question and answer" period.** Submit your questions to the Purchasing Coordinator by the due date listed in the Bid and view the answers given in the formal "addenda" issued for the bid. All addenda issued for a Bid are posted on www.demandstar.com website and will include all questions asked and answered concerning the bid. It is the bidder's responsibility to be sure all addenda were received.
5. _____ **Follow the format required in the Bid** when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.
6. _____ **Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don't assume the City or evaluator/evaluation ranking committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the City. The proposals are evaluated based solely on the information and materials provided in your response.
7. _____ **Use the forms provided**, i.e., cover page, bid acknowledgment form, exhibits, etc.
8. _____ **Check the website for Bid addenda's.** Before submitting your response, check the DemandStar website at www.demandstar.com to determine whether any addenda were issued for the Bid. If so, you must circle for each addenda issued on the "Bidder acknowledgement form".
9. _____ **Review and read the Bid document again** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete.
10. _____ **Submit your response on time.** Note all the dates and times listed in the Bid and within the document, and be sure to submit all required items on time. Late proposal responses are never accepted.

SECTION 00050

BIDDER'S SUBMITTAL CHECKLIST



City of Port Orange

Purchasing Division
1000 City Center Circle
Port Orange, Florida 32129
Telephone (386) 506-5704
Fax (386) 506-5711

This checklist is for the Bidder's use in preparing their Bid. It is not intended to include all details necessary to prepare a bid and it is not intended as a substitute for the requirements of the Specifications. Use of this checklist does not relieve the Bidder from the responsibility of meeting all requirements of the Specifications concerning the preparation of an acceptable bid.

Bidder's Submittal Checklist:

1. _____ **Envelope #1: "Forms"** (1) original and (2) copies of the bid (tabbed and indexed, must be in the following order)

Forms:

- ☐ 1: Bidder acknowledgement form: (Section 00030, page 4)
- ☐ 2: Insurance certificates: (Section 00090, page 25)
- ☐ 3: Bid Bond: (Section 00160, page 38)
- ☐ 4: List of chemicals: (Section 00090, page 23)
- ☐ 5: Statement of Bidder's qualifications (Section 00130, page 33)
- ☐ 6: Listing of previous experience: (Section 00140, page 35)
- ☐ 7: Equipment list: (Section 00150, page 36)
- ☐ 8: Personnel list: (Section 00155, page 37)
- ☐ 9: Anti-collusion statement (Section 00180, page 40)
- ☐ 10: Drug free/tie preference statement (Section 00190, page 41)
- ☐ 11: Public entity crime statement: (Section 00170, page 39)

2. _____ **Envelope #2: "Price"** (1) original and (2) copies of the bid (tabbed and indexed, must be in the following order)

Price:

- ☐ 1: Total base bid: (Section 00120, pages 30-32)

SECTION 00060

CITY OF PORT ORANGE PURCHASING DIVISION

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 means a written instrument issued by the Contract Awarding Authority that modifies or clarifies the Solicitation prior to the Due Date. "Addenda" is the plural form of the word.
2. Alternate Bid means multiple Bids with substantive variations from the same Bidder in response to a Solicitation.
3. 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.
4. Bid is a complete, properly signed response to an invitation for bid, which if accepted, would bind the Bidder to perform the resultant Contract.
5. Bidder is a person, firm, or entity that submits a Bid in response to a Solicitation. Any Bidder may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status.
6. Bid Guaranty guarantees that the Bidder (a) will not withdraw the Bid within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Bidder upon execution of a Contract
7. Bids are responses to an Invitation for Bids.
8. City means the City of Port Orange.
9. Construction means the construction, repair, rehabilitation, alteration, conversion or extension of building, parks, utilities, streets or other improvements or alterations to real property.
10. Contractor means the person, firm or entity selling goods or services to the City under a Contract.
11. Deliverables means the goods, products, materials, and/or services to be provided to the City by a Bidder.
12. Due Date means the date and time specified for receipt of Bids.
13. Goods are supplies, materials, or equipment.
14. Invitation for Bid (IFB) or Bid means a Solicitation requesting pricing for a specified Good or Service which has been advertised for Bid in a newspaper.

15. Lowest Responsible Bid means the Bid meeting all requirements of the specifications, terms, and conditions of the Invitation for 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.
16. Lowest Responsible Bidder means the Bidder submitting Lowest Responsible Bid.
17. Non-Professional Services are services performed that are not of a professional nature such as lawn care, security, janitorial, etc.
18. 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 for Bid, a proposal submitted in response to a Request for Proposal, a quote submitted in response to a Request for Quotation, or a statement of qualifications and interest submitted in response to a Request for Qualifications.
19. Pre-Bid Conference means a conference conducted by the Purchasing Office, held in order to allow Bidders to ask questions about the proposed Contract and particularly the Contract specifications.
20. Professional Services means services that use skills that are predominantly mental or intellectual, rather than physical or manual such as accounting, architecture, land surveying, law, medicine, optometry, professional engineering, etc.
21. 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.
22. Services include all work or labor performed for the City on an independent contractor basis other than construction.
23. Solicitation means, as applicable, an Invitation for Bid, Request for Proposal, Request for Qualifications or a Request for Quotation.
24. Subcontractor means a person, firm or entity providing goods or services to a Bidder to be used in the performance of the Bidder's obligations under the Contract.
25. 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.

SECTION 00070

CITY OF PORT ORANGE PURCHASING DIVISION

GENERAL REQUIREMENTS FOR BIDS

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 bids; however, these may be superseded, 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 bid 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. ADDENDA

When specifications are revised, the CITY of PORT ORANGE Purchasing Division will issue an addendum addressing the nature of the change. Bidders must acknowledge all addenda by circling the quantity of addenda received on the "bidder acknowledgment form" and include it in the returned bid package. It is the responsibility of the bidder to ensure all addenda have been received prior to submitting a bid. All Addenda shall be posted by the CITY on www.demandstar.com

3. ANTI-COLLUSION STATEMENT

By submitting this bid, the bidder affirms that this bid is without previous understanding, agreement, or connection with any person, business, or corporation submitting a bid for the same materials, supplies, or equipment, and that this bid is in all respects fair, and without collusion or fraud. Additionally, bidder agrees to abide by all conditions of this bid and certifies that they are authorized to sign this bid for the bidder. In submitting a bid to the City of Port Orange, the bidder offers and agrees that if the bid is accepted, the bidder will 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 bidder.

4. 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.

5. AWARD OF CONTRACT

Any acquisition above the \$25,000 level must be done through one of the formal competitive methods and/or must have City Council approval. Only the Purchasing Coordinator and/or City Manager, have the authority to obligate the City by entering into a 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 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.

6. BID FORM COMPLETION, SUBMISSION AND RECEIPT OF BIDS

Unless otherwise specified, Bidder's shall use the bid forms supplied by the Purchasing Division. Bids will be accepted in the Purchasing Office, a division of the Finance Department, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida until 10:00 A.M., on the date indicated in the bid documents or as addendum issued by the City. Two (2) envelopes, as described below, shall be submitted. Envelope #1 contains required forms, it will be evaluated and deemed responsive or non-responsive. All bids deemed non-responsive will be returned to the bidder and envelope #2 will not be opened. Envelope #2 contains technical and price information. Envelope #2 from all responsive bidders will be opened and read aloud at 2:00 P.M., the same day.

Bids (Envelope #1 and #2, respectively) shall contain one (1) original and two (2) copies, unless otherwise indicated in the legal advertisement and shall be addressed to Tom Cinefro, Purchasing Coordinator, Finance Department, City Hall, 1000 City Center Circle, Port Orange, Florida 32129 in Two (2) SEALED ENVELOPES. The envelopes shall be plainly marked on the outside to include the bid project name and bid number. Hand deliveries of envelopes shall be made to the Clerk's Office, 1st floor City Hall, City of Port Orange, 1000 City Center Circle, Port Orange, FL 32129.

Bidders shall use the forms furnished by the City. Bids having any erasures or corrections must be initialed by the bidder in ink. Bid shall be typewritten or filled in with pen and ink. Manual signature must be in ink. Bids transmitted by facsimile or email will not be accepted.

7. BID RETURNS

Bidders shall return all completed bids to the CITY of PORT ORANGE, Purchasing Division, 1000 City Center Circle, Port Orange, Florida 32129 the date and time specified. Late bids will not be accepted and shall be returned to Bidders unopened.

8. BID PROTEST

Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation of a bid or award of a contract may protest to the Purchasing Coordinator. The protest shall be submitted in writing within seventy-two (72) hours after such aggrieved person or firm knows or should have known of the facts thereto. The written protest included the name and address of the protestor, appropriate identification of the bid or contract, a statement of the reasons for the protest, and supporting exhibits (evidence or documents to prove any claims). To have it considered. The policy this City has established is as follows:

1. As soon as possible after receipt , the Purchasing Coordinator shall provide the written bid protest to City Manager or his written designee, City Attorney, Department Head involved and Supervisor directly involved in acquisition.
2. Purchasing Coordinator shall schedule an informal meeting with an appeals committee consisting of the above mentioned individuals 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 renders a decision.
3. If the protestor disagrees, the protestor may appeal to the City Council at a formal council meeting. After reviewing the evidence, the City Council shall issue its decision. The City Council's decision shall be final. The protestor may seek review of the decision in the Circuit Court by appeal the administrative order of City Council. Such appeal shall be filed within thirty (30) days of the Council's written decision.

9. BID TABULATION

Bidders who wish to receive a copy of the bid tabulation may obtain it via www.demandstar.com or by contacting the City of Port Orange, Purchasing Coordinator at tcinefro@port-orange.org

10. BONDS

If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable. When the Purchasing Coordinator deems it necessary, bid bond/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. If Performance and Materials Bonds are requested for construction projects over \$60,000 and are done so in the amount equal to one hundred percent (100%) of the total contract amount. Performance and Material Bond must also be recorded at the bidder'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 Invitation to Bid which appears in the newspaper. Unsuccessful bidders are entitled to the return of their surety where the Purchasing Coordinator has required such. A successful bidder shall forfeit any surety required by the Purchasing Coordinator upon failure on the bidder's part to enter into a contract within the time specified after the award of bid.

11. 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 orders will be made in writing by the City of Port Orange Purchasing Division.

12. CONFLICT OF INTEREST

For purposes of determining any possible conflict of interest, all bidders must disclose if any City of Port Orange employee is also an owner, corporate officer, or employee of their business.

13. CONFLICT OF INSTRUCTIONS

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

14. CONTRACT OBLIGATION

The CITY of PORT ORANGE City Council must award the contract and 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 bidders. Department heads are NOT authorized to sign agreements 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.

15. CONTRACT RENEWALS

Renewals may be made ONLY by written agreement between the CITY of PORT ORANGE and the bidder. Any price escalations are limited to those stated by the bidder on the original bid.

16. 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) would require council approval before the purchasing contracts are entered into. (Code 1981, § 8-33, Ord 1997-22, § 5)

17. COPYRIGHT AND PATENT RIGHTS

Bidder 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 bid, and successful bidder agrees to hold the City harmless from any and all liability, loss or expense by any such violation.

18. DEFAULT PROVISIONS

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

19 DELIVERY OF GOODS/SERVICES

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

19.2. 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 bidder will clearly state in the bid 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 bid. 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.

19.3. Upon award of a contract, the vendor is obligated to deliver the goods to the destination specified in the Invitation for Bids or the Purchase Order and bears the risk of loss until delivery. If this Invitation for Bids or Purchase Order does not contain delivery instructions, bidders shall request instructions in writing from the Purchasing Coordinator. If the delivery instructions contained in the Invitation for Bids allocate delivery costs and risks in a manner contrary to this section, the provisions of this Invitation for Bids shall prevail.

19.4. 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 as determined by the Purchasing Division.

20. DETERMINATION OF LOWEST AND BEST BIDDER

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

- (1) The ability, capacity and skill of the bidder to perform the contract.

- (2) Whether the bidder can perform the contract within the time specified, without delay or interference.
- (3) The character, integrity, reputation, judgment, experience, and efficiency of the bidder.
- (4) The quality of performance of previous contracts.
- (5) The previous and existing compliance by the bidder with laws and ordinances relating to the contract.
- (6) The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.
- (7) The quality, availability and adaptability of the supplies or contractual services to the particular use required.
- (8) The ability of the bidder to provide further maintenance and service for the use of the subject of the contract.
- (9) The number and scope of conditions attached to the bid.
- (10) Such other factors as appear to the city council to be pertinent to the bid or the contract under all of the circumstances involved.

21. DISQUALIFICATION OF BIDDER

The Purchasing Coordinator shall maintain a current listing of qualified bidders. The Purchasing Coordinator 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 bids. 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 bids may be rejected if the CITY believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

22. EVALUATION

Evaluation shall be used as a determinant as to which bid 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 bids are subject to tabulation by the CITY of PORT ORANGE Purchasing Division and recommendation to the governing body. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria for making a recommendation. The CITY of PORT ORANGE Purchasing Division reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.

23. EXCEPTIONS TO SPECIFICATIONS

For purposes of evaluation, bidder 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 bidder that are required to be signed by the City. If exceptions are not stated by the bidder, 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 bidder on an attachment included with his bid. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.

24. FACILITIES

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

25. FAILURE TO RESPOND

If you elect not to bid, please return enclosed "Bidder Acknowledgement Form" by the bid due date, and state your reason(s) for not bidding. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Bid" card, three (3) times, shall result in your name being removed from our mailing list.

26. 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.

27. GOVERNING LAW

Bidders shall comply with all applicable federal, state and local laws and regulations. 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, and at www.municode.com

The City of Port Orange is also governed by Florida Statutes 286.055 the Consultants Competitive Negotiations Act, as the method of selecting architects, engineers and land surveyors. The City has expanded the Act to include 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 Florida Statute Section 287.133 (3)(a). Every bid contains this State Form. Another State of Florida Form is the Drug Free Tie Bid Preference Form. This form is in accordance with Section 287.087, Florida Statutes.

28. 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.*

29. HIPAA COMPLIANCE

Bidder 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 Bidder uses, discloses or has access to protected health information as defined by HIPAA.

30. IDENTICAL TIE BIDS

In accordance with Section 287.087, State of Florida Statutes, 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 for the procurement of commodities or contractual service, 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.

31. INDEMNIFICATION

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.

32. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful vendor as 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 bid the City.

33. INSPECTIONS & 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 bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the CITY can reject the bid as inadequate.

34. INSURANCE

If required, specific insurance provisions will be included in bid specifications. An original or certified copy of an insurance certificate must be submitted in the bid. The successful vendor will be required to maintain, at all times during performance of the contract, the insurance detailed in bid specifications. Failure to provide this document may result in disqualification of bid.

35. INVOICES AND PAYMENTS

All invoices should be sent to: City of Port Orange, Accounts Payable, 1000 City Center Circle, 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 bidder offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Bidders should state any payment discount in space provided on Proposal form.

36. MAINTENANCE

Maintenance required for equipment bid should 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 should be priced accordingly.

37. 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. Bidders may offer items of equal stature and the burden of proof of such stature rests with bidders, unless otherwise specified by the CITY. The CITY of PORT ORANGE shall act as sole judge in determining equality and acceptability of products offered.

38. NON DISCRIMINATION

There shall be no discrimination as to race, color, religion, gender, 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.

39. 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.

40. OPTIONAL CONTRACT USAGE

As provided in Section 287.042(17), 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.

41. PATENTS/COPYRIGHTS

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

42. PRICING

Bidder certifies that prices, terms and conditions in the bid will be firm for acceptance for a period of sixty (60) days from the date of bid opening unless otherwise stated by the City. Bids may not be withdrawn before the expiration of sixty -(60) days. Prices shall be firm, with no escalator clauses unless specified by the City. Bids may be withdrawn after sixty- (60) 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, bidder 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.

43. PUBLIC ENTITY CRIMES

In accordance with Florida State Statute 287.133 (2)(a): 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 s. 287.017 for CATEGORY TWO for a period of 36 Months from the date of being placed on the convicted vendor list.

44. PUBLIC RECORDS EXEMPTION STATEMENT

Florida Statutes 119.071(1)(c) Any financial statement that an agency requires a prospective bidder 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 bidders 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 bidders, nor the public will be permitted to sit in on meetings 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 bidders, but the new law makes it more difficult to observe the entire decision making process until after the records become available for inspection and copying.

45. PURCHASE ORDER AND DELIVERY

The successful bidder 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 bidder. 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 must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will 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.

46. QUESTIONS, INTERPRETATIONS

Questions regarding interpretation of bids, bid results or bid awards shall be directed in writing to the Purchasing Division and referenced by bid number no later than the last day for questions as specified in the bid 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.

47. 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.

48. RECYCLED MATERIALS

CITY of PORT ORANGE encourages the use of products made of recycled materials.

49. REJECTING OF BIDS, REBIDDING

The City reserves the right to accept or reject any or all bids or parts of bids, 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 bids. If the lowest and best bid 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)

50. SAMPLES

Samples, when requested, must be furnished at, or before, bid 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 bidder's request, be returned within thirty (30) days of bid award at bidder's expense. If requested by the City, samples and/or inspection of like items are to be made available in the southeast Florida area.

51. 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.

52. SIGNATURE REQUIRED

All bids 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 BIDS WILL BE REJECTED.** All manual signatures must be original - no rubber stamp, photocopy, etc.

53. SIGNED BID CONSIDERED AN OFFER

This signed bid is considered an offer on the part of the bidder, which offer shall be considered accepted upon approval by the City Council City of Port Orange (if required). The City of Port Orange will issue a purchase order or a letter of authorization to the successful bidder, 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 bidder after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.

54. 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.

55. SUPPLEMENTAL MATERIALS

Bidders 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, which the bidder 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.

56. TAXES

The CITY of PORT ORANGE is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Tax Exemption Certificates will be furnished upon written request to the CITY of PORT ORANGE Purchasing Division.

57. TERM CONTRACTS

The CITY of PORT ORANGE acceptance of Bidder'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.

58. TERMINATION

The CITY of PORT ORANGE reserves the right to terminate the contract for default if bidder breaches any of the terms therein, including warranties of bidder or if the bidder 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.

59. 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.

60. 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. Bidders are 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.

61. VARIANCES

For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, contained in the bid. No variations or exceptions by a bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bid 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 bid, the City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.

62. WAIVER OF IRREGULARITIES

The city council shall have the authority to waive any and all non-substantial irregularities in any and all formal bids. (Code 1981, § 8-29)

63. WARRANTIES

Bidders shall furnish all data pertinent to warranties or guarantees which may apply to items in the bid. Bidders may not limit or exclude any implied warranties. Bidder 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 bidder's expense. If bidder fails to make the appropriate correction within a reasonable time, CITY of PORT ORANGE may correct at the bidder's expense.

SECTION 00080

CITY OF PORT ORANGE PURCHASING DIVISION

SPECIAL CONDITIONS

1.0 PURPOSE:

It is the intent of the City of Port Orange to solicit sealed competitive bids for treatment of lakes, retention ponds, canals and ditches.

2.0 AWARD:

2.1 All prices quoted will be firm. The contract will be awarded to the lowest responsive, responsible bidder.

2.2 In determining the lowest and best responsible bidder, in addition to price, there will be considered the following:

- (1) The ability, capacity and skill of the bidder to perform the contract.
- (2) Whether the bidder can perform the contract within the time specified, without delay or interference.
- (3) The character, integrity, reputation, judgment, experience, and efficiency of the bidder.
- (4) The quality of performance of previous contracts.
- (5) The previous and existing compliance by the bidder with laws and ordinances relating to the contract.
- (6) The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.
- (7) The quality, availability and adaptability of the supplies or contractual services to the particular use required.
- (8) The ability of the bidder to provide further maintenance and service for the use of the subject of the contract.
- (9) The number and scope of conditions attached to the bid.
- (10) Such other factors as appear to the city council to be pertinent to the bid or the contract under all of the circumstances involved.
- (11) Qualifications and certifications of the Company and its personnel.
- (12) Types of chemicals the Company proposes to use in the treatment of all areas covered under this contract.
- (13) Types of guarantees provided by each Company.
- (14) Past performance and years of experience with other contracts similar to this one, such as other municipalities with treatment areas comparable in size and type of areas treated.

2.3 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.

3.0 QUESTIONS/CLARIFICATIONS

3.1 Questions

All questions shall be directed to Tom Cinefro, Purchasing Coordinator (386) 506-5704. Bidders are encouraged to submit questions in writing only and no later than the last day for questions as specified in the bid documents. Send to the attention of Tom Cinefro, e-mail to tcinefro@port-orange.org

3.2 Addenda:

Any changes or supplemental instructions to this Invitation for Bid shall be in the form of written addenda. All addenda are downloadable from www.demandstar.com. Each bidder is responsible for determining that all addenda issued have been received and shall acknowledge receipt of all addenda in by circling the appropriate number in the "bidder acknowledgement form". Failure to acknowledge all addenda shall result in rejection of the bid. All addenda so issued shall become part of the IFB and any resulting contract documents.

4.0 PRICING:

4.1 Bidder warrants by virtue of bidding that prices, terms and conditions quoted in his bid will be firm for acceptance for a period of sixty (60) days from the date of bid opening.

4.2 Prices should be stated in units of quantity as specified in the bid form. In case of error in extension of prices in the bid, the unit price shall govern.

4.3 When a bid is for goods and/or services to be delivered on a one time only or staggered basis, only firm pricing shall be given consideration. General terms such as "price in effect at time of delivery" shall not be considered for award.

4.4 All prices bid shall be F.O.B. destination/delivered to the City of Port Orange, Florida.

5.0 CONFLICT IN TERMS:

Should there be any conflict between the Special Conditions and the Specifications, the Specifications shall prevail.

SECTION 00090

CITY OF PORT ORANGE PURCHASING DIVISION

SPECIFICATIONS / REQUIREMENTS

GENERAL DESCRIPTION:

The City of Port Orange is accepting bids for treatment of City lakes, canals, ditches and retention ponds. There is a **mandatory** pre-bid meeting for those submitting bids. All submittals will be reviewed and evaluated and a recommendation will be made to City Council for award of the contract.

ALL chemicals used to treat the retention areas under this contract **MUST** be registered and approved by the DEP. Each vendor must include a list of all chemicals they intend to use and where each will be applied in their treatment program.

Areas under contract are to be treated to control and maintain the undesirable (noxious) aquatic weeds and growth. Treatment methods that enhance conditions for diverse native plant growth must be implemented in mitigated areas and sites that contain desirable native plants. Tailored management plans, according to type of water-body, are required in order to control and maintain submersed weeds, floating and emersed plants and species including, but not limited to, plankton, blue green algae, bladderwort, cattails, water pennywort, chara, torpedo grass, bacopa, needle rush, primrose willows, duckweeds, hydrilla, southern naiad and shoreline grass.

There is a “minimum equipment” list; each vendor placing a bid shall possess *at minimum* the equipment listed in order to be eligible to bid on this contract.

Each vendor shall include a reference list of commercial clients (see form enclosed). List references that are able to attest to the quality of services provided and a description of services provided to them by your firm.

The vendor awarded this contract *shall submit a monthly report (City will provide form) that shows a summary of the condition of each lake, canal, ditch and retention pond covered under this contract and the date treatment was administered* (see “sample report” in bid package). Payment to the vendor for services provided under this contract will be made on a monthly basis; however payment will not be processed until the monthly report has been submitted by the vendor and reviewed by City staff.

Upon request by the City, the vendor awarded this contract must have tests for the following performed by an approved laboratory:

Dissolved oxygen	Temperature	Ammonia Nitrogen
Color	Alkalinity	Clarity
Chloride	Water level	pH level (units)
Phosphate	Nitrate	Hardness

The results of tests performed must be submitted to the City.

Should the City deem further testing necessary, the vendor shall be required to obtain State certified tests at their expense in order to diagnose the problem so that a remedy can be reached and exact knowledge of the cause can be ascertained.

CONTRACT TIME AND RENEWAL and CPI RATE INCREASE:

Contract will be for one (1) year (12 months from acceptance). Contract will be renewable for up to five (5) years, in annual increments, upon agreement of both parties.

If approved by Council, annual CPI rate increases will be applied October 1st of each year following the first year of the contract. The CPI rate increases will be adjusted by 75% of the Consumer Price Index of the Southern States multiplied by the previous year's contract price. This rate increase will be based on rates released in July by the United States Department of Labor, Bureau of Labor Statistics.

CONTRACT CANCELLATION:

The contractor 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.

PLEASE NOTE: The "approximate acreage" and "approximate feet" figures shown for each area on the bid submittal sheet **are approximations only**. It is recommended each vendor visit each location (maps to be provided at mandatory pre-bid) to be treated prior to submitting his or her bid. If any assistance is needed, please contact Chris Kucera, Public Works, (386) 506-5575.

CANAL SECTIONS:

AREA

LOCATION DESCRIPTION

B-19 Basin

Willow Run
Willow Run (north side)
Horizon Canal

South side of Willow Run Boulevard
From Chardonnay to B-19 Canal
South side of Willow Run I-95 to B-19 Canal

Cambridge Basin

Foxboro Canal
Cambridge Canal
Deep Forest Canal
Hensel Hill Canal

Foxboro Retention (Miles Drive to Taylor Road)
Taylor Road to Rose Bay
Nova Road to Timberwood Drive
Hensel Hill east to Taylor Road

Halifax Basin

Sleepy Hollow Canal Sleepy Hollow sub., north side (Publix to Shallowbrook)
Sanders Road Canal Spruce Creek Road to Halifax Canal
City Hall Pop-off canal, east of gymnasium

Reed Canal Basin

Madeline Ditch From Sugar House Drive to Nova Road (both sides of roadway).

Riverwood Basin

Spruce Creek Road Ditch From Cove Court to Golden Pond

Ditches along Newton Road, Gladys Street, Dalford Road and Renner Road

River Font Basin

Fox Place Canal

West end of Fleming to Public Works yard

MONTHLY REPORTS:

The contractor shall provide monthly reports to the City. See sample below.

City of Port Orange - Bid Sheet: Treatment for Lakes, Canals, Ditches and Retention Ponds

Lake Contract - Monthly Report (sample). City will provide form to contractor.

Treatment Month: May

Treatment Area	Treatment Schedule	Date of Treatment	Condition	Notes / Concerns
1. Autumn Trail / Brandy Hills subs.	Monthly except Dec./Feb.	05/09/11	Good	No notes of concern
2. Cross Creek sub., Secret River Trail	Monthly	05/09/11	Good	No notes of concern
2A Littoral Zone	May, July, Sept., Nov., Jan, March	05/09/11	Good	No notes of concern
3. Hidden Lakes sub., Hidden Lake Dr.	Monthly except Dec./Feb.	05/09/11	Fair	May need add'l visit (algae)
4. Willow Run sub., Thomasina Drive	Monthly excep Dec./Feb.	05/09/11	Good	No notes of concern
5. Willow Run sub., Tracy Drive	May, July, Sept., Nov., Jan, March	05/09/11	Good	Improved from last month (algae)
6. Willow Run sub., Harms Way	May, July, Sept., Nov., Jan, March	05/09/11	Good	No notes of concern

INSURANCE REQUIREMENTS:

An original or certified copy of an insurance certificate must be submitted in the bid. The successful vendor will be required to maintain, at all times during performance of the contract, the insurance detailed in bid specifications. Failure to provide this document may result in disqualification of bid.

The Contractor shall maintain insurance during the life of this agreement, and the City of Port Orange must 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 by A.M. Best's rating:

Insurance	Standards	Comments
Workers' Compensation <u>Limits:</u> Additional Coverage: Special Conditions:	Coverage A - Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation 30 days notice of cancellation to Governmental Entity, Waiver of subrogation in lieu of additional insured will suffice.	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
Comprehensive General Liability (including Completed Operations and Contractual Liability) <u>Limits:</u>	Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000. Aggregate	When the Contract work on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective

<u>Special Conditions:</u>	30 day notice to Governmental Entity, Additional Insured, City to be added as Additional Insured	liability and property damage insurance in amounts as requested by the Railroad.
<u>Comprehensive Limits:</u> Business, Automobile Liability to include all automobiles. <u>Additional Coverage:</u> <u>Special Conditions:</u>	Auto Liability Body Injury: \$100,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence. Non-Owned, Hired Car 30 days notice of cancellation to Governmental Entity.	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
Property Insurance <u>Limits:</u> Builders Risk. <u>Additional Coverage:</u> <u>Special Conditions:</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 30 days notice of cancellation to Owner, Additional insured.	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 Limits: (Errors & Omissions) <u>Special Conditions:</u>	Coverage- \$1,000,000.min. 30 days notice of cancellation to Owner, Additional insured.	

Policies other than Workers’ Compensation shall be issued only by companies authorized by subsisting certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a Best’s Rating of “A” or better accordingly to the A.M. Best Company. Policies for Workers’ Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.57

BID BONDS:

A certified check or bank draft, payable to the City of Port Orange, Florida or a satisfactory bid bond executed by the Bidder and an acceptable surety, in an amount equal to five percent (5%) of the bid shall be submitted with each bid. **NO** bid shall be withdrawn for a period of ninety (90) days subsequent to the bid opening without the consent of the City of Port Orange, Florida. Upon award, the successful bidder will also be required to furnish and pay for a satisfactory contract one hundred percent (100%) Performance Bond to be recorded by the vendor, with the Clerk of the Circuit Court, Volusia County, Florida and to enter into a contract for services with the City of Port Orange.

TIMELINE: The schedule for the bid is as follows:

Bid release date	March 12, 2012
------------------	----------------

Bid pre-submittal meeting (mandatory)	March 21, 2012 10:00 a.m.
Bid deadline for questions	March 28, 2012 5:00 p.m.
Bid due date and time, Envelope #1 & #2	April 3, 2012 10:00 a.m.

BID SUBMISSION AND WITHDRAWAL::

Bidders are required to submit one (1) original and two (2) copies of all documents, sealed and marked on the outside of the package, “**RFP 12-26, Treatment of Lakes, Retention Ponds, Lakes & Ditches**”, delivered to the City of Port Orange Purchasing Division, Att: Tom Cinefro, Finance Department, 1000 City Center Circle, Port Orange, FL 32129 on or before **10:00 a.m. on April 3, 2012**. Any proposal received after **10:00 a.m. (local time), April 3, 2012** will not be considered. Bids, once received, become the property of the City, cannot be withdrawn, and will not be returned to the proposers. Upon opening, Bids become subject to public disclosure in accordance with Chapter 119, Florida Statutes.

Unless otherwise specified, Bidder’s shall use the bid forms supplied by the Purchasing Division. Bids will be accepted in the Purchasing Office, a division of the Finance Department, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida until **10:00 A.M.**, on the date indicated in the bid documents or as addendum issued by the City. Two (2) envelopes, as described below, shall be submitted. Envelope #1 contains required forms, it will be evaluated and deemed responsive or non-responsive. All bids deemed non-responsive will be returned to the bidder and envelope #2 will not be opened. Envelope #2 contains technical and price information. Envelope #2 from all responsive bidders will be opened and read aloud at **2:00 P.M.**, the same day.

Bids (Envelope #1 and #2, respectively) shall contain one (1) original and two (2) copies, unless otherwise indicated in the legal advertisement and shall be addressed to Tom Cinefro, Purchasing Coordinator, Finance Department, City Hall, 1000 City Center Circle, Port Orange, Florida 32129 in Two (2) SEALED ENVELOPES. The envelopes shall be plainly marked on the outside to include the bid project name and bid number.

Hand deliveries of envelopes shall be made to the *Clerk’s Office*, 1st floor City Hall, City of Port Orange, 1000 City Center Circle, Port Orange, FL 32129 on or before the due date indicated in the legal advertisement.

Due to the timing of mail service, the City cautions Bidders to assure actual delivery of proposals to the City prior to the deadline set for receiving proposals. Proposals received after the established deadline shall not be considered.

The contents of each envelope is described below:

Envelope #1 (tabbed and indexed, must be in the following order; 1 original and 2 copies)

<u>Section</u>	<u>Title</u>
00030	Bidder acknowledgement form (page 4)
00090	Insurance certificates (page 25)
00160	Bid Bond (page 38)
00090	List of all chemicals (page 23)
00130	Statement of Bidder’s qualifications (page 33)
00140	Listing previous experience (page 35)
00150	Equipment list (page 36)

00155	Personnel list (page 37)
00180	Anti-Collusion Statement (page 40)
00190	Drug Free/Tie Preference Statement (page 41)
00170	Public Entity Crime Statement (page 39)

Envelope #2 (tabbed and indexed, must be in the following order; 1 original and 2 copies)

<u>Section</u>	<u>Title</u>
00120	Total base bid (pages 30-32)

BID SUBMITTAL REQUIREMENTS:

The following is required of all contractors submitting bids for consideration and shall be submitted with bid submittal:

1. Bidder acknowledgement form: Filled out, signed and acknowledgement of each addenda issued.
2. Insurance: Must submit and original or certified copy of Certificates of Insurance which meets or exceeds insurance requirements as stated in bid package.
3. Bid Bond: A certified check or bank draft, payable to the City of Port Orange, Florida or a satisfactory bid bond executed by the Bidder and an acceptable surety, in an amount equal to five percent (5%) of the bid shall be submitted with each bid. Upon award, the successful bidder will also be required to furnish and pay for a satisfactory contract one hundred percent (100%) Performance Bond to be recorded by the vendor, with the Clerk of the Circuit Court, Volusia County, Florida and to enter into a contract for services with the City of Port Orange.
4. List of all chemicals: List of all chemicals intent to use.
5. Statement of Bidder Qualifications. Answer all questions, must be notarized.
6. Listing of Previous Experience. Recent projects, similar in nature and size. Minimum of (3) projects.
7. Equipment List.
8. Personnel List.
9. Anti-Collusion Statement. Filled out and signed.
10. Drug Free/Tie Preference Statement. Filled out and signed.
11. Public Entity Crime Statement. Filled out, signed and notarized.
12. Total Base Bid. Total annual price for all areas.

ADDITIONAL INFORMATION/ADDENDA

All questions concerning this Bid shall be submitted in writing no later than **5:00 p.m. on March 28, 2012** to:

Tom Cinefro, Purchasing Coordinator
 1000 City Center Circle, Port Orange, FL 32129
tcinefro@port-orange.org

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. Bidders should not rely on any representations, statements or explanations other than those made in this Bid or in any addendum to this Bid. Where there appears to be a conflict between the Bid and any addenda issued, the last addendum issued will prevail.

It is the proposer's responsibility to be sure all addenda were received. The proposer should verify with the designated contact persons prior to submitting a proposal that all addenda have been received. Bidders are required to acknowledge the number of addenda received as part of their proposals.

It is the responsibility of the bidder 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 Demand Star website at:
www.demandstar.com

Section 00120
Lake Contract - 2012 Total Base Bid Submittal Sheet

Company Submitting Bid: _____

	Treatment Area	Approx. Acreage	Approx. Feet	Number of Annual Visits	Monthly Schedule	Unit Cost	Annual Cost
1	Autumn Trail / Brandy Hills subs.	1.15		10	No treatments Dec. or Feb.		
2	Cross Creek sub., Secret River Trail	1.42		12	Monthly		
3	Hidden Lakes sub., Hidden Lake Dr.	6.00		10	No treatments Dec. or Feb.		
4	Willow Run sub., Thomasina Drive	0.15		10	No treatments Dec. or Feb.		
5	Willow Run sub., Tracy Drive	0.10		6	May, July, Sept., Nov., Jan., March		
6	Willow Run sub., Harms Way	0.25		6	May, July, Sept., Nov., Jan., March		
7	South. Oaks sub., Squirrel Nest Ln.	0.10		16	Monthly; 2X in June, July, Aug., Sept.		
8	Gatewood sub., Oak Forest Circle	0.15		16	Monthly; 2X in June, July, Aug., Sept.		
9	Foxboro sub., Miles Drive	1.00		24	Twice monthly		
10	Deep Forest/Foxboro subs., Sandle Wood Dr.	1.20		24	Twice monthly		
11	Foxboro sub., Crown Lane	0.50		16	Monthly; 2X in June, July, Aug., Sept.		
12	The Settings sub., Alstrum Drive	0.40		12	Monthly		
13	Bent Oaks sub., Whippoorwill Drive	0.20		12	Monthly		
14	Lone Oak sub., Lone Oak Drive	3.00		12	Monthly		
15	Central Park sub., Central Park Blvd.	3.50		12	Monthly		
16	Winter Park sub., Pelham Drive	0.67		12	Monthly		
17	Falcon Crest sub., Champagne Circle	0.40		12	Monthly		
18	City Hall, City Center Circle	3.00		16	Monthly; 2X in June, July, Aug., Sept.		
19	Amber Village, Amber Circle	0.10		6	May, July, Sept., Nov., Jan., March		
20	Countryside sub., Country Lane*	2.90		12	Monthly		
21	Jackson Street Park	5.20		16	Monthly; 2X in June, July, Aug., Sept.		
22	Dagwood Circle	0.25		12	Monthly		
23	Monroe Street	0.25		12	Monthly		
24	Locust Street (2 areas - east side, west side - 1.5 acres each)	3.00		12	Monthly		
25	Baywood Avenue	1.00		12	Monthly		
26	Southwinds sub. (1 area, 4 acre pond)	4.00		12	Monthly		
27	Nixon Lane	1.00		12	Monthly		
28	Canal View Blvd.	2.00		12	Monthly		
29	Sugar Grove sub., Sugar Grove Court	1.00		12	Monthly		

Company Submitting Bid: _____

	Treatment Area	Approx. Acreage	Approx. Feet	Number of Annual Visits	Monthly Schedule	Unit Cost	Annual Cost
30	Buschman	5.40		12	Monthly		
31	Orange Boulevard	1.00		12	Monthly		
32	Spruce Creek Road (at Aoom Lane)	1.00		12	Monthly		
33	Fire Station #4 (Airport Road)	1.00		12	Monthly		
34	Commonwealth / Westridge	0.50		12	Monthly		
35	Nova Road Ponds #1 (2 ponds at this location)	0.50		12	Monthly		
36	Nova Road Pond #2 (south side Nova/w.of US1)	5.00		12	Monthly		
37	Nova Road Ponds #3 (behind Shell Station, 2 Ponds)	6.00		12	Monthly		
38	Nova Road Pond #4 (Woodlake)	12.00		12	Monthly		
39	Nova Road Pond #5 (Behind Auto Zone)	3.50		12	Monthly		
40	Hidden Village	0.15		12	Monthly		
41	Commonwealth / Frederick Retention Pond	0.50		12	Monthly		
42	Renegade Lane Ditch	0.30		12	Monthly		
43	Farmbrook Retention Pond (B-23/PhaseII)	0.70		12	Monthly		
44	Devon Street Retention Pond	0.33		12	Monthly		
45	Causeway Retention Pond	0.15		12	Monthly		
46	Sleepy Hollow Retention Pond	1.75		12	Monthly		
47	Southport Retention Pond	0.79		12	Monthly		
48	Summertrees Road Retention Pond	0.33		12	Monthly		
49	Airport Road Retention Pond	0.95		12	Monthly		
	Canal Sections (SEE "CANAL SECTIONS" list)			12	Monthly		
	Golf Course Lakes (17 areas)	20.00		24(each lake)	Twice monthly		
	D-1 Ditch at Golf Course		1,050	12	Monthly		
	State Certified Tests**	N/A	N/A	N/A	N/A		N/A

* Treatment area is approximately 1/2 of entire retention area.

** These tests are upon "City Request" only; bidders must enter a unit cost per test.

Total Annual Cost All Areas: \$ _____

Section 00120

TOTAL BASE BID

Treatment of lakes, retention ponds, canals & ditches - BID No. 12-26

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal, as principal or principals, Is or are named herein and that no other persons than herein mentioned has any interest in the Proposal or the Contract to which the work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties making a bid or proposal and that the Proposal is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and that from personal knowledge and experience, or that he/she has made sufficient other investigations to fully satisfy self that such site is a correct and suitable one for this work and he/she assumes full responsibility therefore; that he/she is familiar with all legal requirements (Federal, State and local laws, ordinances, rules and regulations) pertaining to the Work; that he/she has examined the Drawings And Specifications for the work and from his/her own experience or from professional advice that the specifications are sufficient for the work to be done and he/she has examined the other contract documents and all addenda relating thereto, and that he/she has satisfied himself/herself fully, relative to all matters and conditions with respect to the work to which this Proposal pertains.

The Bidder proposes and agrees, if this Proposal is accepted, to contract with the City of Port Orange, (Owner) in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, transportation, and labor and to perform all work necessary to complete the Work specified in the Proposal and other Contract Documents.

The undersigned offers to furnish all materials, equipment and labor for landscape maintenance for the City of Port Orange, Florida, complete in every respect in strict accordance with the specifications and any future changes therein. The Contractor shall perform these obligations for the prices listed attached and made a part of this Bid.

Company Name: _____

Submitted on: _____ / 2012

Contact Person / Title: _____

Mailing Address: _____ **State:** _____ **Zip:** _____

Phone: _____ **Fax:** _____ **E-mail:** _____

Signature: _____ **Title:** _____

TOTAL BASE BID ANNUAL COST FOR ALL AREAS:

(In Words)

Dollars \$ _____ **(In Figures)**

SECTION 00130

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information he desires.

- 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.⁽¹⁾ Have you ever failed to complete any work awarded to you? If so, where and why?
- H.⁽²⁾ Provide list of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome.
- 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.

Dated at _____ this _____ day of _____ 20____.

Name of Bidder

By: _____
Title

State of _____

County of _____

_____ being duly sworn deposes and says that
he is the _____ of _____ and that the
answers to the _____
Name of Organization

foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My commission expires:

SECTION 00140

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, aquatic treatment 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 must 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 – provide number of acres treated and the frequency of treatment (weekly, monthly, annual)
1					
2					
3					

SECTION 00150

EQUIPMENT LIST

Minimum Equipment List

<u>Type of Equipment</u>	<u>Minimum Required to Bid</u>
Spray Truck - 50 gallon	
Minimum spray container	3
Backpack sprayer	3
Spray Boat – 12 foot minimum length	1
Air Boat	1
All-Terrain Vehicles (Mule, Gator, etc.)	2

Contractor's submitting bids must provide a list of major equipment, owned or leased. Contractor's must own or lease AT MINIMUM the equipment shown above in order to be eligible to bid on this contract.

SECTION 00155

Personnel List

Company Name: _____

List all individuals who will be providing service under this contract if awarded bid.

[illegible]

SECTION 00160

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____ as Principal and _____ of the City of _____ State of _____, a corporation existing under the laws of the State of Florida, as Surety, are held and firmly bound unto the _____ hereinafter called the Owner, in the sum of _____ Dollars (\$_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. The condition of this obligation is such that whereas the Principal has submitted the accompanying Proposal or Bid, for the construction of:

12-26 Treatment of Lakes, retention Ponds, Canals & Ditches

NOW, THEREFORE, if the Principal shall not withdraw said Bid within **ninety (90)** days after the opening of the same and in the event of the acceptance of his proposal by the Owner, shall, within the period specified therefore, enter into a written contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, or in the event of the withdrawal of said Bid within the period specified, of the failure to enter into such contract and give bonds within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said Bid and the amount for which the Owner may procure the required work, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue. IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this ____ day of _____, 20____, the name and corporate seal of each corporate body being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

IN PRESENCE OF:

Witness

_____(Seal)

Name of Bidder

Signature of Officer

Corporate Principal

ATTEST:

President AFFIX
CORPORATE SEAL

By _____

AFFIX
CORPORATE SEAL

Corporate Surety

ATTEST:

Title

SECTION 00170

PUBLIC ENTITY CRIME STATEMENT

Any person or affiliate who has been placed on the convicted vendor list following a conviction to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor supplier, subcontractor or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

_____ Authorized Agent or Official for _____ by signing below hereby certifies that neither he/she nor the firm of _____ is or has been placed on the convicted vendor list, now or within the period of thirty-six (36) months.

Signed By: _____

President/Authorized Agent or Official

Witnessed By: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2012,

by _____, President, Authorized Agent or

Official of _____ a Florida Company, who is personally known to me or

who has produced _____ as identification and who did (did not) take an oath.

Notary Public, State of Florida

Commission No. _____

SECTION 00180

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 proposal for the same purpose and that the proposal is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned 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: _____

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. UMBER: _____

NO bid may be withdrawn for a period of sixty- (60) days subsequent to the submittal of the bids, without the consent of the City of Port Orange.

NO BID (REASON):

SECTION 00190

DRUG FREE/TIE BID PREFERENCE STATEMENT

In the event of a tie bid a preference is given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special conditions are as follow:

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision 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 this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

BIDDER'S SIGNATURE



SECTION 00200 CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Contract is entered into this _____ day of _____, 2012, by and between the **City of Port Orange, Florida**, or its authorized agents, located at 1000 City Center Circle, Port Orange, Florida 32129 and the Contractor identified below for materials and/or services identified herein, on the following terms and conditions.

1. Definitions.

(a) As used in this Contract, the term "City" shall mean the City of Port Orange, Florida.

(b) As used in this Contract, the term "Contractor" shall mean: _____.

2. Provision of Services.

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

(i) **Bid #12-26 Treatment of Lakes, retention ponds, canals & ditches**

(b) The time, manner and place for performance of such services shall be: As outlined in **Bid #12-26**.

Time: **90 days** from the date set out in paragraph 3 below or upon receipt of Notice to Proceed.

Manner and Place: As outlined in **Bid #12-26**, in accordance with Standard Construction Details as required on all City owned facilities and properties (i.e. rights-of-way) and in a manner as required by all current Federal, State, County, Fire, Building and Land Development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances.

(c) Contract Documents. The following forms are attached in **Section 00210** and must be completed, signed, witnessed and notarized as indicated, returned with the signed contract and the Payment and Performance Bond and are an integral part of this contract.

(1) Performance Bond

3. Time and Essence.

Commencement - On _____ /or upon receipt of an official "Notice to Proceed".

4. City Obligations.

In return for the services identified above, the City shall pay the Contractor the following: The sum of _____ as set forth in **Bid #12-26 award**.

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 20 of this contract concerning disputes.

6. When termination for the convenience of the City is a 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. 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.

10. The Contractor shall maintain insurance during the life of this agreement, and the City of Port Orange must be listed as additional insured on that insurance document, a waiver of subrogation on the workers compensation shall suffice in lieu of additional insured, in an amount and a form set forth herein, to insure against risks which are identified herein. Insurance companies shall be rated by A.M. Best A rating or better.

Insurance	Standards	Comments
Workers' Compensation <u>Limits:</u> Additional Coverage: Special Conditions:	Coverage A - Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation 30 days notice of cancellation to Governmental Entity, Waiver of subrogation in lieu of additional insured will suffice.	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
Comprehensive General Liability (including Completed Operations and Contractual Liability) <u>Limits:</u>	Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000. Aggregate	When the Contract work on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of

<u>Special Conditions:</u>	30 day notice to Governmental Entity, Additional Insured, City to be added as Additional Insured	the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
<u>Comprehensive Limits:</u> Business, Automobile Liability to include all automobiles. <u>Additional Coverage:</u> <u>Special Conditions:</u>	Auto Liability Body Injury: \$100,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence. Non-Owned, Hired Car 30 days notice of cancellation to Governmental Entity.	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
Property Insurance <u>Limits:</u> Builders Risk. <u>Additional Coverage:</u> <u>Special Conditions:</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 30 days notice of cancellation to Owner, Additional insured.	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 Limits: (Errors & Omissions) <u>Special Conditions:</u>	Coverage- \$1,000,000.min. 30 days notice of cancellation to Owner, Additional insured.	

Policies other than Workers’ Compensation shall be issued only by companies authorized by subsisting certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a Best’s Rating of “A” or better accordingly to the A.M. Best Company. Policies for Workers’ Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.57

11. 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.

12. Assignability of Contract:

Neither this contract, nor any part thereof, 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 Finance Director, with the concurrence of the City’s signatory to this Contract, 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; provided that no Contractor shall be excused from performance under the changed contract by failure to agree to such changes, and it is the express purpose of this provision to permit unilateral changes in the Contract subject to the conditions and limitations herein.

(b) If any change under this clause causes an increase or decrease in the contractor's cost of, or time required for the performance of the work hereunder, the 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. Failure to agree to any adjustment shall not excuse a contractor from proceeding with the contract as changed.

(c) The 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) The Contractor shall make a demand for payment for changed work within thirty (30) days of receipt of a change order, unless such time period is extended in writing, or unless the Finance Director requires submission of a cost proposal prior to the initiation of any changed work or supplies. Later notification shall not bar the honoring of such claim or demand unless the City is prejudiced by such delay.

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

14. Warranties:

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

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

15. 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.

16. Additional Bond Security:

If any surety bond furnished in connection with this Contract becomes unacceptable to the City, the 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.

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 case 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 the Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If the 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 the 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 the 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 the 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 the 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.

(d) Contract Administration--Delegation of Authority. **The Assistant Public Works Director** will perform contract administration of this Contract. The specific individual assigned to administer this contract is: **Mike Silvey, Assistant public Works Director**, City of Port Orange, Florida. See paragraph 23 for notice. The contract administrator is not authorized to approve changes to this contract unless such authority has been delegated to the contract administrator in writing and has been approved by the City's signatories to this Contract. The City will not be held liable for any changes, which have not been properly authorized and approved in accordance with this Contract.

18. Liability for Loss or Damage:

The Contractor shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of the Contractor, his 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 the Contractor his agents, servants and employees. The Contractor shall submit to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury, a full written report.

19. Non-discrimination:

During the performance of this Contract, Contractor agrees as follows:

(a) The 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 the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The Contractor agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

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

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

20. Disputes:

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

21. Additional Provisions.

As may have been outlined in: **Bid #12-26**, 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.

22. 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.

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

City of Port Orange
Kenneth W. Parker, City Manager
1000 City Center Circle
Port Orange, FL 32129

Copy to: City of Port Orange
Mike Silvey, Assistant Public Works Director
1000 City Center Circle
Port Orange, Florida 32129


Contractor

[remainder of this page left intentionally blank]

CITY OF PORT ORANGE, FLORIDA

By: _____
Allen Green, Mayor

Date: _____

Attest: _____
Kenneth W. Parker, City Manager

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by Allen Green, Mayor and by Kenneth W. Parker, City Manager, of the City of Port Orange, Florida, on behalf of the City. They are personally known to me and did not take an oath.

Notary Public, State of Florida

Commission No. _____

CONTRACTOR

_____.

BY: _____

Print name

Authorized Official or Company Representative

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by _____ Authorized Official or Authorized Representative of _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Notary Public, State of Florida

Commission No. _____

SECTION 00210
PERFORMANCE AND GUARANTEE BOND

KNOW ALL PERSONS BY THESE PRESENTS THAT

(Legal Title and Address of Contractor)

as Principal (hereinafter referred to as "Principal"), and

(Legal Title and Address of Surety)

as Surety (hereinafter referred to as "Surety"), are held and firmly bound unto the City of Port Orange as Obligor
(hereinafter referred to as "Obligor"), in the amount of _____

Dollars (\$ _____), to which payment Principal and Surety
(hereinafter referred to collectively as "Obligors") bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally,
firmly by these presents.

WHEREAS, Principal and Obligor have entered into a written agreement dated _____
(hereinafter referred to as the "Contract"), to perform certain work for _____

(Insert Name of Job/Project)
hereinafter referred to as the "Project"), as evidenced by the Agreement (Contract) between the parties incorporated therein, all of which is hereby referred
to and made a part hereof.

NOW, THEREFORE THE CONDITION OF THIS BOND is such that

1. Principal shall:
 - (a) Promptly and faithfully perform at the times and manner prescribed each and all of the terms, conditions, and provisions of the Contract, in strict accordance with its terms, as those terms may be modified or amended from time to time, and timely complete the Project in accordance with the terms thereof; and
 - (b) Indemnify, save and hold harmless Obligor and all of its officers, agents and employees from any and all losses, liability and damages, claims, judgments, liens, costs, and fees of every description, whether in contract or in tort, whether imposed by law or equity, which may be caused Obligor by reason of the failure or default on the part of Principal to perform any and all of the terms of the Contract, including all modifications and amendments thereto, and any warranties or guarantees required thereunder.
2. If all duties owing to Obligor under the Contract and the guarantees provided herein are not performed, which shall include, but not limited to, Principal's breach or default of the Contract, then, upon delivery of written notice from Obligor to Surety, Obligor shall be permitted to remedy the default or breach of Principal at the expense of the Surety, which expense shall be promptly paid or reimbursed by Surety to Obligor.
3. Surety shall not assert solvency of its Principal or its Principal's denial of default as justification for its failure to guarantee the obligations of the Principal, denying its liability to Obligor under this bond or for denying its liability for any portion of the damages claimed hereunder, including any delay damages.
4. Surety, for value received, hereby estimates and agrees that no changes, substitutions, extensions of time, alterations or additions to the terms of the Contract or to the work to be performed thereunder, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, substitutions, extensions of time, alterations or additions to the terms of the Contract or to work to be performed thereunder, and agrees that these changes, substitutions, and additions shall become provisions of the Contract. Surety further agrees that compliance and noncompliance with any formalities connected with the Contract or change does not affect the Surety's obligation under this bond.
5. Surety further agrees, as part of its obligation, to pay all damages of any kind that may result from a failure in any respect to perform and complete the Contract in a timely manner, including but not limited to, all delay damages, the Obligor shall be entitled to recover from Surety all attorney's and other legal fees and litigation costs, including the cost of any appeal, incurred by Obligor.

6. Surety agree that, other than as provided in this bond, it may not demand of Obligee that Obligee shall: (a) perform anything or act, (b) give any notice, (c) furnish any clerical assistance, (d) render any service, (e) furnish any papers or documents, or (f) take any action of any nature or description which is not required of Obligee to be done under the Contract or related documents.

This performance bond is a common law bond and the notice and time limits of § 95.11(2)(6), Florida Statute, apply to actions for performance of this contract. Contractor shall execute and provide one (1) of the following:

Signature, corporate seal, attesting secretary; or

Signature, two (2) witnesses; or

Signature, Notary.

_____	_____
Attest Secretary or Witness	Name of Firm
_____	_____ (SEAL)
Witness	President, Owner/Partner
_____	(Sign as on contract)
Witness	
State of _____	
County of _____	
On this _____ day of _____, 20____	_____
	Print name(s) of signers

Personally appeared before me, as the signer(s) of the attached instrument, and he/she/they signed the instrument voluntarily for the purpose expressed in it, who is personally known to me or has produced

_____	_____
Type of Identification ID/Expiration Date	Signature of Notary

	Printed Name of Notary
IN THE PRESCENCE OF	
_____	BY: _____
	Attorney-In-Fact
_____	_____
As to Surety	Florida Resident Agent
State of _____	
County of _____	
On this _____ day of _____, 20____	_____
	Print name(s) of signers

Personally appeared before me, as the signer(s) of the attached instrument, and he/she/they signed the instrument voluntarily for the purpose expressed in it, who is personally known to me or has produced

_____	_____
Type of Identification ID/Expiration Date	Signature of Notary

	Printed Name of Notary

NOTE: If both Principal and Surety are corporations, the respective corporate seals shall be affixed and attached. Power of Attorney to be attached.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/22/2016

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 James Knight CertiSure, Inc 1801 Hobbs Road Auburndale FL 33823 INSURED Applied Aquatic Management, Inc. 4305 Bomber Road Bartow FL 33830-9698	CONTACT NAME: Barbara Flowers PHONE (A/C, No, Ext): (863) 293-4653 FAX (A/C, No): (863) 293-5862 E-MAIL: bflowers@certigy.com ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Homeland Ins Co Of NY</td> <td></td> </tr> <tr> <td>INSURER B: Mapfre Insurance Co of Florida</td> <td>34932</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Homeland Ins Co Of NY		INSURER B: Mapfre Insurance Co of Florida	34932	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES
CERTIFICATE NUMBER: 16-17 C01
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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	X	793001892-0002	2/24/2016	2/24/2017	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:					PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY		4150160012481	2/24/2016	2/24/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO					BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS ☒ SCHEDULED AUTOS NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB ☒ OCCUR		793001893-0002	2/24/2016	2/24/2017	PIP-Basic \$ 10,000
	☒ EXCESS LIAB ☐ CLAIMS-MADE					EACH OCCURRENCE \$ 3,000,000
	DED ☒ RETENTION \$ 10,000					AGGREGATE \$ 3,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N N/A				PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
A	Pollution Liability		793001892-0002	2/24/2016	2/24/2017	Per Occurrence \$ 1,000,000
	Professional Liability		793001892-0002			Per Occurrence \$ 1,000,000

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

City of Port Orange is included under the blanket additional insured endorsement for general liability when required by written contract.

CERTIFICATE HOLDER
CANCELLATION

kcockcroft@port-orange.org

City of Port Orange
 1000 Citi 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

James Knight/BARBAR

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LAKE SPRAY CONTRACT
Aquatic Weed Control

2006 Contract

Area		Code	Per Visit Cost	May	June	July	August	September	October	November	December	January	February	March	April	Total Annual
1	Autumn Trail	1800	32.72	32.72	32.72	32.72	32.72	32.72	32.72	32.72	0.00	32.72	0.00	32.72	32.72	327.20
2	Cross Creek/Secret River Trail	1800	32.72	32.72	32.72	32.72	32.72	32.72	32.72	32.72	32.72	32.72	32.72	32.72	32.72	392.64
2A	Littoral Zone	1800	32.72	32.72	0.00	32.72	0.00	32.72	0.00	32.72	0.00	32.72	0.00	32.72	0.00	196.32
3	Hidden Lakes/Hidden Lakes Drive	1800	130.92	130.92	130.92	130.92	130.92	130.92	130.92	130.92	0.00	130.92	0.00	130.92	130.92	1,309.20
4	Willow Run sub./Thomasina Dr.	1800	32.72	32.72	32.72	32.72	32.72	32.72	32.72	32.72	0.00	32.72	0.00	32.72	32.72	327.20
5	Willow Run sub./Tracy Dr.	1800	27.28	27.28	0.00	27.28	0.00	27.28	0.00	27.28	0.00	27.28	0.00	27.28	0.00	163.68
6	Willow Run sub./Harms Way	1800	27.28	27.28	0.00	27.28	0.00	27.28	0.00	27.28	0.00	27.28	0.00	27.28	0.00	163.68
7	Southern Oaks/Squirrel Nest Lane	1800	27.28	27.28	54.56	54.56	54.56	54.56	27.28	27.28	27.28	27.28	27.28	27.28	27.28	436.48
8	Gatewood/Oak Forest Circle	1800	27.28	27.28	54.56	54.56	54.56	54.56	27.28	27.28	27.28	27.28	27.28	27.28	27.28	436.48
9	Foxboro/Miles Drive	1800	32.74	65.48	65.48	65.48	65.48	65.48	65.48	65.48	65.48	65.48	65.48	65.48	65.48	785.76
10	Deep Forest&Foxboro/Sandle Wood Dr.	1800	32.74	65.48	65.48	65.48	65.48	65.48	65.48	65.48	65.48	65.48	65.48	65.48	65.48	785.76
11	Foxboro/Crown Lane	1800	32.72	32.72	65.44	65.44	65.44	65.44	32.72	32.72	32.72	32.72	32.72	32.72	32.72	523.52
12	The Settings/Alstrum Drive	1800	38.18	38.18	38.18	38.18	38.18	38.18	38.18	38.18	38.18	38.18	38.18	38.18	38.18	458.16
13	Bent Oaks/Whippoorwill Drive	1800	27.28	27.28	27.28	27.28	27.28	27.28	27.28	27.28	27.28	27.28	27.28	27.28	27.28	327.36
14	Lone Oak/Lone Oak Drive	1800	109.10	109.10	109.10	109.10	109.10	109.10	109.10	109.10	109.10	109.10	109.10	109.10	109.10	1,309.20
15	Central Park/Central Park Blvd.	1800	109.10	109.10	109.10	109.10	109.10	109.10	109.10	109.10	109.10	109.10	109.10	109.10	109.10	1,309.20
16	Winter Park/Pelham Drive	1800	38.18	38.18	38.18	38.18	38.18	38.18	38.18	38.18	38.18	38.18	38.18	38.18	38.18	458.16
17	Falcon Crest/Champagne Circle	1800	32.72	32.72	32.72	32.72	32.72	32.72	32.72	32.72	32.72	32.72	32.72	32.72	32.72	392.64
18	City Hall / City Center Circle	1800	109.10	109.10	218.20	218.20	218.20	218.20	109.10	109.10	109.10	109.10	109.10	109.10	109.10	1,745.60
19	Amber Village/Amber Circle	1800	21.82	21.82	0.00	21.82	0.00	21.82	0.00	21.82	0.00	21.82	0.00	21.82	0.00	130.92
20	Countryside/Country Lane	1800	87.27	87.27	87.27	87.27	87.27	87.27	87.27	87.27	87.27	87.27	87.27	87.27	87.27	1,047.24
21	Jackson Street Park	1800	125.46	125.46	125.46	125.46	125.46	125.46	125.46	125.46	125.46	125.46	125.46	125.46	125.46	1,505.52
22	Pepper Hill	1800	32.72	32.72	0.00	32.72	0.00	32.72	0.00	32.72	0.00	32.72	0.00	32.72	0.00	196.32
23	Dagwood Circle	1800	27.28	27.28	27.28	27.28	27.28	27.28	27.28	27.28	27.28	27.28	27.28	27.28	27.28	327.36
24	Monroe Street	1800	21.82	21.82	21.82	21.82	21.82	21.82	21.82	21.82	21.82	21.82	21.82	21.82	21.82	261.84
25	Locust Street	1800	65.46	65.46	65.46	65.46	65.46	65.46	65.46	65.46	65.46	65.46	65.46	65.46	65.46	785.52
26	Baywood Avenue	1800	32.72	32.72	32.72	32.72	32.72	32.72	32.72	32.72	32.72	32.72	32.72	32.72	32.72	392.64
27	Southwinds	1800	109.10	109.10	109.10	109.10	109.10	109.10	109.10	109.10	109.10	109.10	109.10	109.10	109.10	1,309.20
28	Nixon Lane	1800	32.72	32.72	32.72	32.72	32.72	32.72	32.72	32.72	32.72	32.72	32.72	32.72	32.72	392.64
29	Canalview Blvd.	1800	54.55	54.55	54.55	54.55	54.55	54.55	54.55	54.55	54.55	54.55	54.55	54.55	54.55	654.60
30	Sugar Grove/Sugar Grove Court	1800	21.82	21.82	21.82	21.82	21.82	21.82	21.82	21.82	21.82	21.82	21.82	21.82	21.82	261.84
31	Buschman Park	1800	87.27	87.27	87.27	87.27	87.27	87.27	87.27	87.27	87.27	87.27	87.27	87.27	87.27	1,047.24
32	Orange Boulevard	1800	32.72	32.72	32.72	32.72	32.72	32.72	32.72	32.72	32.72	32.72	32.72	32.72	32.72	392.64
33	Airport Road	1800	54.55	54.55	54.55	54.55	54.55	54.55	54.55	54.55	54.55	54.55	54.55	54.55	54.55	654.60
34	Spruce Creek Rd. @ Acorn Ln.	1800	32.72	32.72	32.72	32.72	32.72	32.72	32.72	32.72	32.72	32.72	32.72	32.72	32.72	392.64
35*	Fire Station#4(Airport Rd.)	1800	57.82	57.82	57.82	57.82	57.82	57.82	57.82	57.82	57.82	57.82	57.82	57.82	57.82	693.84
36***	Commonwealth/Westridge	1800	37.44	37.44	37.44	37.44	37.44	37.44	37.44	37.44	37.44	37.44	37.44	37.44	37.44	449.28
37	Nova Road Pond #1	1800	103.23	103.23	103.23	103.23	103.23	103.23	103.23	103.23	103.23	103.23	103.23	103.23	103.23	1,238.76
38	Nova Road Pond #2	1800	118.71	118.71	118.71	118.71	118.71	118.71	118.71	118.71	118.71	118.71	118.71	118.71	118.71	1,424.52
39	Nova Road Pond #3	1800	87.75	87.75	87.75	87.75	87.75	87.75	87.75	87.75	87.75	87.75	87.75	87.75	87.75	1,053.00
40	Nova Road Pond #4	1800	149.68	149.68	149.68	149.68	149.68	149.68	149.68	149.68	149.68	149.68	149.68	149.68	149.68	1,796.16
41	Nova Road Pond #5	1800	92.91	92.91	92.91	92.91	92.91	92.91	92.91	92.91	92.91	92.91	92.91	92.91	92.91	1,114.92
42	Hidden Village	1800	36.13	36.13	36.13	36.13	36.13	36.13	36.13	36.13	36.13	36.13	36.13	36.13	36.13	433.56
43	Commonwealth / Frederick	1800	67.10	67.10	67.10	67.10	67.10	67.10	67.10	67.10	67.10	67.10	67.10	67.10	67.10	805.20
44	Renegade Lane Ditch	1800	86.71	86.71	86.71	86.71	86.71	86.71	86.71	86.71	86.71	86.71	86.71	86.71	86.71	1,040.52
45	Farmbrook Retention Pond	1800	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	720.00
	Canal Sections	1800	436.38	436.38	436.38	436.38	436.38	436.38	436.38	436.38	436.38	436.38	436.38	436.38	436.38	5,236.56
	Golf Course Lakes	0300	218.19	436.38	436.38	436.38	436.38	436.38	436.38	436.38	436.38	436.38	436.38	436.38	436.38	5,236.56
Change Order No.1(HMO side of lakes 15, 17, 29, 30)							370.00	370.00	370.00	370.00	370.00	370.00	370.00	370.00	370.00	3,330.00
	D-1 Ditch/Golf Course	0300	49.09	49.09	49.09	49.09	49.09	49.09	49.09	49.09	49.09	49.09	49.09	49.09	49.09	589.08
	State Tests \$225.00 ea															
Totals				3,657.59	3,712.15	3,853.97	4,082.15	4,223.97	3,885.77	4,027.59	3,689.41	4,027.59	3,689.41	4,027.59	3,885.77	46,762.96

Monthly (Public Works)	3,172.12	3,226.68	3,368.50	3,226.68	3,368.50	3,030.30	3,172.12	2,833.94	3,172.12	2,833.94	3,172.12	3,030.30	37,607.32
Monthly (Golf Course)	485.47	485.47	485.47	855.47	855.47	855.47	855.47	855.47	855.47	855.47	855.47	855.47	9,155.64
													46,762.96

May 2006 - Sept. 2006

Public Works 41218005413414	16,362.48
Golf Course 45054005793414	3,167.35
	19,529.83

October 2006 - April 2007

Public Works 41218005413414	21,244.84
Golf Course 45054005793414	5,988.29
	27,233.13

46,762.96

	Area	Code	Cost Per Visit	May	June	July	August	September	October	November	December	January	February	March	April	Total Annual
1	Autumn Trail	1800	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	0.00	40.00	0.00	40.00	40.00	400.00
2	Cross Creek/Secret River Trail	1800	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	480.00
2A	Littoral Zone	1800	50.00	50.00	0.00	50.00	0.00	50.00	0.00	50.00	0.00	50.00	0.00	50.00	0.00	300.00
3	Hidden Lakes/Hidden Lakes Drive	1800	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	0.00	100.00	0.00	100.00	100.00	1,000.00
4	Willow Run sub./Thomasina Dr.	1800	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	0.00	25.00	0.00	25.00	25.00	250.00
5	Willow Run sub./Tracy Dr.	1800	25.00	25.00	0.00	25.00	0.00	25.00	0.00	25.00	0.00	25.00	0.00	25.00	0.00	150.00
6	Willow Run sub./Harms Way	1800	25.00	25.00	0.00	25.00	0.00	25.00	0.00	25.00	0.00	25.00	0.00	25.00	0.00	150.00
7	Southern Oaks/Squirrel Nest Lane	1800	25.00	25.00	50.00	50.00	50.00	50.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	400.00
8	Gatewood/Oak Forest Circle	1800	25.00	25.00	50.00	50.00	50.00	50.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	400.00
9	Foxboro/Miles Drive	1800	40.00	80.00	80.00	80.00	80.00	80.00	80.00	80.00	80.00	80.00	80.00	80.00	80.00	960.00
10	Deep Forest&Foxboro/Sandle Wo	1800	40.00	80.00	80.00	80.00	80.00	80.00	80.00	80.00	80.00	80.00	80.00	80.00	80.00	960.00
11	Foxboro/Crown Lane	1800	40.00	40.00	80.00	80.00	80.00	80.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	640.00
12	The Settings/Alstrum Drive	1800	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	480.00
13	Bent Oaks/Whippoorwill Drive	1800	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	300.00
14	Lone Oak/Lone Oak Drive	1800	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	600.00
15	Central Park/Central Park Blvd.	1800	70.00	70.00	70.00	70.00	70.00	70.00	70.00	70.00	70.00	70.00	70.00	70.00	70.00	840.00
16	Winter Park/Pelham Drive	1800	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	480.00
17	Falcon Crest/Champagne Circle	1800	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	300.00
18	City Hall / City Center Circle	1800	100.00	100.00	200.00	200.00	200.00	200.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	1,600.00
19	Amber Village/Amber Circle	1800	20.00	20.00	0.00	20.00	0.00	20.00	0.00	20.00	0.00	20.00	0.00	20.00	0.00	120.00
20	Countryside/Country Lane	1800	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	1,200.00
21	Jackson Street Park	1800	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	1,200.00
22	Pepper Hill	1800	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
23	Dagwood Circle	1800	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	240.00
24	Monroe Street	1800	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	240.00
25	Locust Street	1800	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	1,200.00
26	Baywood Avenue	1800	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	300.00
27	Southwinds	1800	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	1,200.00
28	Nixon Lane	1800	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	300.00
29	Canalview Blvd.	1800	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	600.00
30	Sugar Grove/Sugar Grove Court	1800	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	600.00
31	Buschman Park	1800	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	1,800.00
32	Orange Boulevard	1800	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	300.00
33	Airport Road	1800	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	300.00
34	Spruce Creek Rd. @ Acorn Ln.	1800	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	300.00
35*	Fire Station#4(Airport Rd.)	1800	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	300.00
36***	Commonwealth/Westridge	1800	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	300.00
37	Nova Road Pond #1	1800	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	300.00
38	Nova Road Pond #2	1800	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	600.00
39	Nova Road Pond #3	1800	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	600.00
40	Nova Road Pond #4	1800	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	600.00
41	Nova Road Pond #5	1800	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	1,200.00
42	Hidden Village	1800	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	300.00
43	Commonwealth / Frederick	1800	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	300.00
44	Renegade Lane Ditch	1800	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	300.00
45	Farmbrook Retention Pond	1800	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	300.00
46	Devon Street Retention Pond	1800	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	300.00
	Canal Sections	1800	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	1,200.00
	Golf Course Lakes	0300	400.00	800.00	800.00	800.00	800.00	800.00	800.00	800.00	800.00	800.00	800.00	800.00	800.00	9,600.00
	D-1 Ditch/Golf Course	0300	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	300.00
	State Tests															
Monthly Totals				3,115.00	3,185.00	3,305.00	3,185.00	3,305.00	2,995.00	3,115.00	2,830.00	3,115.00	2,830.00	3,115.00	2,995.00	37,090.00

Effective May 1, 2007 thru April 30, 2008

Total Annual PW 27,190.00
Total Annual GC 9,900.00

Total Annual 37,090.00

May 2007 - Sept. 2007

Public Works 41218005413414 11,970.00
Golf Course 45054005793414 4,125.00
16,095.00

October 2007 - April 2008

Public Works 15,220.00
Golf Course 5,775.00
20,995.00

Monthly (Public Works)	2,290.00	2,360.00	2,480.00	2,360.00	2,480.00	2,170.00	2,290.00	2,005.00	2,290.00	2,005.00	2,290.00	2,170.00
Monthly (Golf Course)	825.00	825.00	825.00	825.00	825.00	825.00	825.00	825.00	825.00	825.00	825.00	825.00

	Area	Code	2008 Per Visit	2009 Cost Per Visit - 0.00%CPI	May	June	July	August	September	October	November	December	January	February	March	April	2009-2010 Total Annual
1	Autumn Trail	1800	41.46	41.46	41.46	41.46	41.46	41.46	41.46	41.46	41.46	0.00	41.46	0.00	41.46	41.46	414.60
2	Cross Creek/Secret River Trail	1800	41.46	41.46	41.46	41.46	41.46	41.46	41.46	41.46	41.46	41.46	41.46	41.46	41.46	41.46	497.52
2A	Littoral Zone	1800	51.83	51.83	51.83	0.00	51.83	0.00	51.83	0.00	51.83	0.00	51.83	0.00	51.83	0.00	310.95
3	Hidden Lakes/Hidden Lakes Drive	1800	103.65	103.65	103.65	103.65	103.65	103.65	103.65	103.65	103.65	0.00	103.65	0.00	103.65	103.65	1,036.50
4	Willow Run sub./Thomasina Dr.	1800	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	0.00	25.91	0.00	25.91	25.91	259.13
5	Willow Run sub./Tracy Dr.	1800	25.91	25.91	25.91	0.00	25.91	0.00	25.91	0.00	25.91	0.00	25.91	0.00	25.91	0.00	155.48
6	Willow Run sub./Harms Way	1800	25.91	25.91	25.91	0.00	25.91	0.00	25.91	0.00	25.91	0.00	25.91	0.00	25.91	0.00	155.48
7	Southern Oaks/Squirrel Nest Lane	1800	25.91	25.91	25.91	51.82	51.82	51.82	51.82	25.91	25.91	25.91	25.91	25.91	25.91	25.91	414.58
8	Gatewood/Oak Forest Circle	1800	25.91	25.91	25.91	51.83	51.83	51.83	51.83	25.91	25.91	25.91	25.91	25.91	25.91	25.91	414.60
9	Foxboro/Miles Drive	1800	41.46	41.46	82.92	82.92	82.92	82.92	82.92	82.92	82.92	82.92	82.92	82.92	82.92	82.92	995.04
10	Deep Forest&Foxboro/Sandle Wo	1800	41.46	41.46	82.92	82.92	82.92	82.92	82.92	82.92	82.92	82.92	82.92	82.92	82.92	82.92	995.04
11	Foxboro/Crown Lane	1800	41.46	41.46	41.46	82.92	82.92	82.92	82.92	41.46	41.46	41.46	41.46	41.46	41.46	41.46	663.36
12	The Settings/Alstrum Drive	1800	41.46	41.46	41.46	41.46	41.46	41.46	41.46	41.46	41.46	41.46	41.46	41.46	41.46	41.46	497.52
13	Bent Oaks/Whippoorwill Drive	1800	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	310.95
14	Lone Oak/Lone Oak Drive	1800	51.83	51.83	51.83	51.83	51.83	51.83	51.83	51.83	51.83	51.83	51.83	51.83	51.83	51.83	621.90
15	Central Park/Central Park Blvd.	1800	72.56	72.56	72.56	72.56	72.56	72.56	72.56	72.56	72.56	72.56	72.56	72.56	72.56	72.56	870.66
16	Winter Park/Pelham Drive	1800	41.46	41.46	41.46	41.46	41.46	41.46	41.46	41.46	41.46	41.46	41.46	41.46	41.46	41.46	497.52
17	Falcon Crest/Champagne Circle	1800	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	310.95
18	City Hall / City Center Circle	1800	103.65	103.65	103.65	207.30	207.30	207.30	207.30	103.65	103.65	103.65	103.65	103.65	103.65	103.65	1,658.40
19	Amber Village/Amber Circle	1800	20.73	20.73	20.73	0.00	20.73	0.00	20.73	0.00	20.73	0.00	20.73	0.00	20.73	0.00	124.38
20	Countryside/Country Lane	1800	103.65	103.65	103.65	103.65	103.65	103.65	103.65	103.65	103.65	103.65	103.65	103.65	103.65	103.65	1,243.80
21	Jackson Street Park	1800	103.65	103.65	103.65	207.30	207.30	207.30	207.30	103.65	103.65	103.65	103.65	103.65	103.65	103.65	1,658.40
22	Dagwood Circle	1800	20.73	20.73	20.73	20.73	20.73	20.73	20.73	20.73	20.73	20.73	20.73	20.73	20.73	20.73	248.76
23	Monroe Street	1800	20.73	20.73	20.73	20.73	20.73	20.73	20.73	20.73	20.73	20.73	20.73	20.73	20.73	20.73	248.76
24	Locust Street	1800	103.65	103.65	103.65	103.65	103.65	103.65	103.65	103.65	103.65	103.65	103.65	103.65	103.65	103.65	1,243.80
25	Baywood Avenue	1800	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	310.95
26	Southwinds	1800	103.65	103.65	103.65	103.65	103.65	103.65	103.65	103.65	103.65	103.65	103.65	103.65	103.65	103.65	1,243.80
27	Nixon Lane	1800	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	310.95
28	Canalview Blvd.	1800	51.83	51.83	51.83	51.83	51.83	51.83	51.83	51.83	51.83	51.83	51.83	51.83	51.83	51.83	621.90
29	Sugar Grove/Sugar Grove Court	1800	51.83	51.83	51.83	51.83	51.83	51.83	51.83	51.83	51.83	51.83	51.83	51.83	51.83	51.83	621.90
30	Buschman Park	1800	155.48	155.48	155.48	155.48	155.48	155.48	155.48	155.48	155.48	155.48	155.48	155.48	155.48	155.48	1,865.70
31	Orange Boulevard	1800	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	310.95
32	Spruce Creek Rd. @ Acorn Ln.	1800	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	310.95
33	Fire Station#4(Airport Rd.)	1800	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	310.95
34	Commonwealth/Westridge	1800	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	310.95
35	Nova Road Pond #1	1800	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	310.95
36	Nova Road Pond #2	1800	51.83	51.83	51.83	51.83	51.83	51.83	51.83	51.83	51.83	51.83	51.83	51.83	51.83	51.83	621.90
37	Nova Road Pond #3	1800	51.83	51.83	51.83	51.83	51.83	51.83	51.83	51.83	51.83	51.83	51.83	51.83	51.83	51.83	621.90
38	Nova Road Pond #4	1800	51.83	51.83	51.83	51.83	51.83	51.83	51.83	51.83	51.83	51.83	51.83	51.83	51.83	51.83	621.90
39	Nova Road Pond #5	1800	103.65	103.65	103.65	103.65	103.65	103.65	103.65	103.65	103.65	103.65	103.65	103.65	103.65	103.65	1,243.80
40	Hidden Village	1800	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	310.95
41	Commonwealth / Frederick	1800	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	310.95
42	Renegade Lane Ditch	1800	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	310.95
43	Farmbrook Retention Pond	1800	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	310.95
44	Devon Street Retention Pond	1800	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	310.95
45	Canal Sections	1800	103.65	103.65	103.65	103.65	103.65	103.65	103.65	103.65	103.65	103.65	103.65	103.65	103.65	103.65	1,243.80
46	Southport Retention (add 4/1/09)	1800	2,400.00	2,400.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	2,400.00
47	Causeway FDOT Pond	4400	600.00	600.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	600.00
	Golf Course Lakes	5400	414.60	414.60	829.20	829.20	829.20	829.20	829.20	829.20	829.20	829.20	829.20	829.20	829.20	829.20	9,950.40
	D-1 Ditch/Golf Course	5400	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	25.91	310.95
	State Tests																
Monthly Totals					3,452.79	3,628.99	3,753.37	3,628.99	3,753.37	3,328.41	3,452.79	3,157.38	3,452.79	3,157.38	3,452.79	3,328.41	41,547.42

	May	June	July	August	September	October	November	December	January	February	March	April	Totals
Monthly (Public Works)	2,547.67	2,723.87	2,848.25	2,723.87	2,848.25	2,423.29	2,547.67	2,252.27	2,547.67	2,252.27	2,547.67	2,423.29	30,686.07
Monthly (Golf Course)	855.11	855.11	855.11	855.11	855.11	855.11	855.11	855.11	855.11	855.11	855.11	855.11	10,261.35
Monthly (Parks Dept)	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	600.00

Effective May 1, 2009 thru April 30, 2010

Total Annual PW	30,686.07
Total Annual GC	10,261.35
Total Annual Parks Dept	600.00
Total Annual	41,547.42

May 2009 - Sept. 2009		
Public Works	41218005413414	13,691.92
Golf Course	45054005793414	4,275.56
Parks Dept	00144005723414	250.00
		18,217.49

October 2009 - April 2010		
Public Works		16,994.14
Golf Course		5,985.79
Parks Dept		350.00
		23,329.93

Notes: Airport Road pond removed 1/2009.
No CPI increase 5/1/09 (result was -.08%)
Southport Retention added 4/1/09

Pond added 5/1/08

Applied Aquatics

	Area	Code	2012 Bld Price	May	June	July	August	September	October	November	December	January	February	March	April	2012-2013 Total Annual
1	Autumn Trail	1800	28.00	28.00	28.00	28.00	28.00	28.00	28.00	28.00	0.00	28.00	0.00	28.00	28.00	280.00
2	Cross Creek/Secret River Trail	1800	34.00	34.00	34.00	34.00	34.00	34.00	34.00	34.00	34.00	34.00	34.00	34.00	34.00	408.00
3	Hidden Lakes/Hidden Lakes Drive	1800	146.00	146.00	146.00	146.00	146.00	146.00	146.00	146.00	0.00	146.00	0.00	146.00	146.00	1,460.00
4	Willow Run sub./Thomasina Dr.	1800	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	0.00	13.00	0.00	13.00	13.00	130.00
5	Willow Run sub./Tracy Dr.	1800	13.00	13.00	0.00	13.00	0.00	13.00	0.00	13.00	0.00	13.00	0.00	13.00	0.00	78.00
6	Willow Run sub./Harms Way	1800	13.00	13.00	0.00	13.00	0.00	13.00	0.00	13.00	0.00	13.00	0.00	13.00	0.00	78.00
7	Southern Oaks/Squirrel Nest Lane	1800	13.00	13.00	26.00	26.00	26.00	26.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	208.00
8	Gatewood/Oak Forest Circle	1800	13.00	13.00	26.00	26.00	26.00	26.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	208.00
9	Foxboro/Miles Drive	1800	24.00	48.00	48.00	48.00	48.00	48.00	48.00	48.00	48.00	48.00	48.00	48.00	48.00	576.00
10	Deep Forest&Foxboro/Sandle Wo	1800	29.00	58.00	58.00	58.00	58.00	58.00	58.00	58.00	58.00	58.00	58.00	58.00	58.00	696.00
11	Foxboro/Crown Lane	1800	13.00	13.00	26.00	26.00	26.00	26.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	208.00
12	The Settings/Alstrum Drive	1800	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	156.00
13	Bent Oaks/Whippoorwill Drive	1800	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	156.00
14	Lone Oak/Lone Oak Drive	1800	72.00	72.00	72.00	72.00	72.00	72.00	72.00	72.00	72.00	72.00	72.00	72.00	72.00	864.00
15	Central Park/Central Park Blvd.	1800	85.00	85.00	85.00	85.00	85.00	85.00	85.00	85.00	85.00	85.00	85.00	85.00	85.00	1,020.00
16	Winter Park/Pelham Drive	1800	21.00	21.00	21.00	21.00	21.00	21.00	21.00	21.00	21.00	21.00	21.00	21.00	21.00	252.00
17	Falcon Crest/Champagne Circle	1800	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	156.00
18	City Hall / City Center Circle	1800	73.00	73.00	146.00	146.00	146.00	146.00	73.00	73.00	73.00	73.00	73.00	73.00	73.00	1,168.00
19	Amber Village/Amber Circle	1800	13.00	13.00	0.00	13.00	0.00	13.00	0.00	13.00	0.00	13.00	0.00	13.00	0.00	78.00
20	Countryside/Country Lane	1800	70.00	70.00	70.00	70.00	70.00	70.00	70.00	70.00	70.00	70.00	70.00	70.00	70.00	840.00
21	Jackson Street Park	1800	127.00	127.00	254.00	254.00	254.00	254.00	127.00	127.00	127.00	127.00	127.00	127.00	127.00	2,032.00
22	Dagwood Circle	1800	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	156.00
23	Monroe Street	1800	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	156.00
24	Locust Street	1800	73.00	73.00	73.00	73.00	73.00	73.00	73.00	73.00	73.00	73.00	73.00	73.00	73.00	876.00
25	Baywood Avenue	1800	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	300.00
26	Southwinds	1800	97.00	97.00	97.00	97.00	97.00	97.00	97.00	97.00	97.00	97.00	97.00	97.00	97.00	1,164.00
27	Nixon Lane	1800	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	300.00
28	Canalview Blvd.	1800	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	600.00
29	Sugar Grove/Sugar Grove Court	1800	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	300.00
30	Buschman Park	1800	132.00	132.00	132.00	132.00	132.00	132.00	132.00	132.00	132.00	132.00	132.00	132.00	132.00	1,584.00
31	Orange Boulevard	1800	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	300.00
32	Spruce Creek Rd. @ Acorn Ln.	1800	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	300.00
33	Fire Station#4(Airport Rd.)	1800	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	300.00
34	Commonwealth/Westridge	1800	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	156.00
35	Nova Road Pond #1	1800	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	156.00
36	Nova Road Pond #2	1800	122.00	122.00	122.00	122.00	122.00	122.00	122.00	122.00	122.00	122.00	122.00	122.00	122.00	1,464.00
37	Nova Road Pond #3	1800	146.00	146.00	146.00	146.00	146.00	146.00	146.00	146.00	146.00	146.00	146.00	146.00	146.00	1,752.00
38	Nova Road Pond #4	1800	280.00	280.00	280.00	280.00	280.00	280.00	280.00	280.00	280.00	280.00	280.00	280.00	280.00	3,360.00
39	Nova Road Pond #5	1800	85.00	85.00	85.00	85.00	85.00	85.00	85.00	85.00	85.00	85.00	85.00	85.00	85.00	1,020.00
40	Hidden Village	1800	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	156.00
41	Commonwealth / Frederick	1800	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	156.00
42	Renegade Lane Ditch	1800	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	156.00
43	Farmbrook Retention Pond	1800	17.00	17.00	17.00	17.00	17.00	17.00	17.00	17.00	17.00	17.00	17.00	17.00	17.00	204.00
44	Devon Street Retention Pond	1800	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	156.00
45	Canal Sections	1800	220.00	220.00	220.00	220.00	220.00	220.00	220.00	220.00	220.00	220.00	220.00	220.00	220.00	2,640.00
46	Southport Retention (add 4/1/09)	1800	19.00	19.00	19.00	19.00	19.00	19.00	19.00	19.00	19.00	19.00	19.00	19.00	19.00	228.00
47	Sleepy Hollow Retention Pond	1800	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	516.00
48	Summertrees Road Retention Pond	1800	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	156.00
49	Airport Road Retention Pond	1800	23.00	23.00	23.00	23.00	23.00	23.00	23.00	23.00	23.00	23.00	23.00	23.00	23.00	276.00
50	Causeway FDOT Pond	4400	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	156.00
	Golf Course Lakes	5400	220.00	440.00	440.00	440.00	440.00	440.00	440.00	440.00	440.00	440.00	440.00	440.00	440.00	5,280.00
	D-1 Ditch/Golf Course	5400	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	420.00
	State Tests															
Monthly Totals				2,954.00	3,154.00	3,193.00	3,154.00	3,193.00	2,915.00	2,954.00	2,728.00	2,954.00	2,728.00	2,954.00	2,915.00	35,796.00

Effective May 1, 2012 thru April 30, 2013

Total Annual PW	29,940.00
Total Annual GC	5,700.00
Total Annual Parks	156.00
Total Annual	35,796.00

May 2012 - Sept. 2012

Public Works	41218005413414	13,208.00
Golf Course	45054005793414	2,375.00
Parks Dept	00144005723414	65.00
		15,648.00

October 2012 - April 2013

Public Works	16,732.00
Golf Course	3,325.00
Parks Dept	91.00
	20,148.00

35,796.00

Monthly (Public Works)	May 2,466.00	June 2,666.00	July 2,705.00	August 2,666.00	September 2,705.00	October 2,427.00	November 2,466.00	December 2,240.00	January 2,466.00	February 2,240.00	March 2,466.00	April 2,427.00	Totals 29,940.00
Monthly (Golf Course)	475.00	475.00	475.00	475.00	475.00	475.00	475.00	475.00	475.00	475.00	475.00	475.00	5,700.00
Monthly (Parks Dept)	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	156.00

EFFECTIVE OCTOBER 1, 2012 - ADD 2 PONDS and Ditch AT CORACCI SPORTS COMPLEX (PARKS FUND 4400); ADD FDOT POND AT DUN/SP CREEK(WEST SIDE) 1800 ACCT.																
	Area	Code	2012 Bid Price	May	June	July	August	September	October	November	December	January	February	March	April	2012-2013 Total Annual
1	Autumn Trail	1800	28.00	28.00	28.00	28.00	28.00	28.00	28.00	28.00	0.00	28.00	0.00	28.00	28.00	280.00
2	Cross Creek/Secret River Trail	1800	34.00	34.00	34.00	34.00	34.00	34.00	34.00	34.00	34.00	34.00	34.00	34.00	34.00	408.00
3	Hidden Lakes/Hidden Lakes Drive	1800	146.00	146.00	146.00	146.00	146.00	146.00	146.00	146.00	0.00	146.00	0.00	146.00	146.00	1,460.00
4	Willow Run sub./Thomasina Dr.	1800	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	0.00	13.00	0.00	13.00	13.00	130.00
5	Willow Run sub./Tracy Dr.	1800	13.00	13.00	0.00	13.00	0.00	13.00	0.00	13.00	0.00	13.00	0.00	13.00	0.00	78.00
6	Willow Run sub./Harms Way	1800	13.00	13.00	0.00	13.00	0.00	13.00	0.00	13.00	0.00	13.00	0.00	13.00	0.00	78.00
7	Southern Oaks/Squirrel Nest Lane	1800	13.00	13.00	26.00	26.00	26.00	26.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	208.00
8	Gatewood/Oak Forest Circle	1800	13.00	13.00	26.00	26.00	26.00	26.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	208.00
9	Foxboro/Miles Drive	1800	24.00	48.00	48.00	48.00	48.00	48.00	48.00	48.00	48.00	48.00	48.00	48.00	48.00	576.00
10	Deep Forest&Foxboro/Sandle Wood Dr.	1800	29.00	58.00	58.00	58.00	58.00	58.00	58.00	58.00	58.00	58.00	58.00	58.00	58.00	696.00
11	Foxboro/Crown Lane	1800	13.00	13.00	26.00	26.00	26.00	26.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	208.00
12	The Settings/Alstrum Drive	1800	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	156.00
13	Bent Oaks/Whippoorwill Drive	1800	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	156.00
14	Lone Oak/Lone Oak Drive	1800	72.00	72.00	72.00	72.00	72.00	72.00	72.00	72.00	72.00	72.00	72.00	72.00	72.00	864.00
15	Central Park/Central Park Blvd.	1800	85.00	85.00	85.00	85.00	85.00	85.00	85.00	85.00	85.00	85.00	85.00	85.00	85.00	1,020.00
16	Winter Park/Pelham Drive	1800	21.00	21.00	21.00	21.00	21.00	21.00	21.00	21.00	21.00	21.00	21.00	21.00	21.00	252.00
17	Falcon Crest/Champagne Circle	1800	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	156.00
18	City Hall / City Center Circle	1800	73.00	73.00	146.00	146.00	146.00	146.00	73.00	73.00	73.00	73.00	73.00	73.00	73.00	1,168.00
19	Amber Village/Amber Circle	1800	13.00	13.00	0.00	13.00	0.00	13.00	0.00	13.00	0.00	13.00	0.00	13.00	0.00	78.00
20	Countryside/Country Lane	1800	70.00	70.00	70.00	70.00	70.00	70.00	70.00	70.00	70.00	70.00	70.00	70.00	70.00	840.00
21	Jackson Street Park	1800	127.00	127.00	254.00	254.00	254.00	254.00	127.00	127.00	127.00	127.00	127.00	127.00	127.00	2,032.00
22	Dagwood Circle	1800	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	156.00
23	Monroe Street	1800	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	156.00
24	Locust Street	1800	73.00	73.00	73.00	73.00	73.00	73.00	73.00	73.00	73.00	73.00	73.00	73.00	73.00	876.00
25	Baywood Avenue	1800	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	300.00
26	Southwinds	1800	97.00	97.00	97.00	97.00	97.00	97.00	97.00	97.00	97.00	97.00	97.00	97.00	97.00	1,164.00
27	Nixon Lane	1800	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	300.00
28	Canalview Blvd.	1800	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	600.00
29	Sugar Grove/Sugar Grove Court	1800	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	300.00
30	Buschman Park	1800	132.00	132.00	132.00	132.00	132.00	132.00	132.00	132.00	132.00	132.00	132.00	132.00	132.00	1,584.00
31	Orange Boulevard	1800	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	300.00
32	Spruce Creek Rd. @ Acorn Ln.	1800	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	300.00
33	Fire Station#4(Airport Rd.)	1800	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	300.00
34	Commonwealth/Westridge	1800	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	156.00
35	Nova Road Pond #1	1800	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	156.00
36	Nova Road Pond #2	1800	122.00	122.00	122.00	122.00	122.00	122.00	122.00	122.00	122.00	122.00	122.00	122.00	122.00	1,464.00
37	Nova Road Pond #3	1800	146.00	146.00	146.00	146.00	146.00	146.00	146.00	146.00	146.00	146.00	146.00	146.00	146.00	1,752.00
38	Nova Road Pond #4	1800	280.00	280.00	280.00	280.00	280.00	280.00	280.00	280.00	280.00	280.00	280.00	280.00	280.00	3,360.00
39	Nova Road Pond #5	1800	85.00	85.00	85.00	85.00	85.00	85.00	85.00	85.00	85.00	85.00	85.00	85.00	85.00	1,020.00
40	Hidden Village	1800	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	156.00
41	Commonwealth / Frederick	1800	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	156.00
42	Renegade Lane Ditch	1800	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	156.00
43	Farmbrook Retention Pond	1800	17.00	17.00	17.00	17.00	17.00	17.00	17.00	17.00	17.00	17.00	17.00	17.00	17.00	204.00
44	Devon Street Retention Pond	1800	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	156.00
45	Canal Sections	1800	220.00	220.00	220.00	220.00	220.00	220.00	220.00	220.00	220.00	220.00	220.00	220.00	220.00	2,640.00
46	Southport Retention (add 4/1/09)	1800	19.00	19.00	19.00	19.00	19.00	19.00	19.00	19.00	19.00	19.00	19.00	19.00	19.00	228.00
47	Sleepy Hollow Retention Pond	1800	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	516.00
48	Summertrees Road Retention Pond	1800	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	156.00
49	Airport Road Retention Pond	1800	23.00	23.00	23.00	23.00	23.00	23.00	23.00	23.00	23.00	23.00	23.00	23.00	23.00	276.00
50	Dunlawton/Sp.Creek Rd FDOT Pond (west side of Sp.Creek Rd)	1800	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	180.00
51	West Bayshore Drive retention pond add 11/1/12	1800	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	360.00
52	Causeway FDOT Pond	4400	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	156.00
53	Coracci Sprt.Complex Pond #1	4400	56.00	56.00	56.00	56.00	56.00	56.00	56.00	56.00	56.00	56.00	56.00	56.00	56.00	672.00
54	Coracci Sprt.Complex Pond #2	4400	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	420.00
55	Coracci Sprt.Complex ditch	4400	120.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00	1,440.00
	Golf Course Lakes	5400	220.00	440.00	440.00	440.00	440.00	440.00	440.00	440.00	440.00	440.00	440.00	440.00	440.00	5,280.00
	D-1 Ditch/Golf Course	5400	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	420.00
Monthly Totals				3,210.00	3,410.00	3,449.00	3,410.00	3,449.00	3,171.00	3,210.00	2,984.00	3,210.00	2,984.00	3,210.00	3,171.00	38,868.00

	May	June	July	August	September	October	November	December	January	February	March	April	Totale
Monthly (Public Works)	2,511.00	2,711.00	2,750.00	2,711.00	2,750.00	2,472.00	2,511.00	2,285.00	2,511.00	2,285.00	2,511.00	2,472.00	30,120.00
Monthly (Golf Course)	475.00	475.00	475.00	475.00	475.00	475.00	475.00	475.00	475.00	475.00	475.00	475.00	5,700.00
Monthly (Parks Dept)	224.00	224.00	224.00	224.00	224.00	224.00	224.00	224.00	224.00	224.00	224.00	224.00	2,688.00

Effective May 1, 2012 thru April 30, 2013

Total Annual PW	30,480.00
Total Annual GC	5,700.00
Total Annual Parks	2,688.00
Total Annual	38,868.00

May 2012 - Sept. 2012

Public Works	41218005413414	13,433.00
Golf Course	45054005793414	2,375.00
Parks Dept	00144005723414	1,120.00
		16,928.00

October 2012 - April 2013

Public Works		17,047.00
Golf Course		3,325.00
Parks Dept		1,568.00
		21,940.00

38,868.00

38,508.00

Effective January 1, 2013 - remove Countryside/Country Lane (\$70.00/month)																
	Area	Code	2012 Bld Price	May	June	July	August	September	October	November	December	January	February	March	April	2012-2013 Total Annual
1	Autumn Trail	1800	28.00	28.00	28.00	28.00	28.00	28.00	28.00	28.00	0.00	28.00	0.00	28.00	28.00	280.00
2	Cross Creek/Secret River Trail	1800	34.00	34.00	34.00	34.00	34.00	34.00	34.00	34.00	34.00	34.00	34.00	34.00	34.00	408.00
3	Hidden Lakes/Hidden Lakes Drive	1800	146.00	146.00	146.00	146.00	146.00	146.00	146.00	146.00	0.00	146.00	0.00	146.00	146.00	1,460.00
4	Willow Run sub./Thomasina Dr.	1800	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	0.00	13.00	0.00	13.00	13.00	130.00
5	Willow Run sub./Tracy Dr.	1800	13.00	13.00	0.00	13.00	0.00	13.00	0.00	13.00	0.00	13.00	0.00	13.00	0.00	78.00
6	Willow Run sub./Harms Way	1800	13.00	13.00	0.00	13.00	0.00	13.00	0.00	13.00	0.00	13.00	0.00	13.00	0.00	78.00
7	Southern Oaks/Squirrel Nest Lane	1800	13.00	13.00	26.00	26.00	26.00	26.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	208.00
8	Gatewood/Oak Forest Circle	1800	13.00	13.00	26.00	26.00	26.00	26.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	208.00
9	Foxboro/Miles Drive	1800	24.00	48.00	48.00	48.00	48.00	48.00	48.00	48.00	48.00	48.00	48.00	48.00	48.00	576.00
10	Deep Forest&Foxboro/Sandle Wood Dr.	1800	29.00	58.00	58.00	58.00	58.00	58.00	58.00	58.00	58.00	58.00	58.00	58.00	58.00	696.00
11	Foxboro/Crown Lane	1800	13.00	13.00	26.00	26.00	26.00	26.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	208.00
12	The Settings/Alstrum Drive	1800	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	156.00
13	Bent Oaks/Whippoorwill Drive	1800	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	156.00
14	Lone Oak/Lone Oak Drive	1800	72.00	72.00	72.00	72.00	72.00	72.00	72.00	72.00	72.00	72.00	72.00	72.00	72.00	864.00
15	Central Park/Central Park Blvd.	1800	85.00	85.00	85.00	85.00	85.00	85.00	85.00	85.00	85.00	85.00	85.00	85.00	85.00	1,020.00
16	Winter Park/Pelham Drive	1800	21.00	21.00	21.00	21.00	21.00	21.00	21.00	21.00	21.00	21.00	21.00	21.00	21.00	252.00
17	Falcon Crest/Champagne Circle	1800	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	156.00
18	City Hall / City Center Circle	1800	73.00	73.00	146.00	146.00	146.00	146.00	73.00	73.00	73.00	73.00	73.00	73.00	73.00	1,168.00
19	Amber Village/Amber Circle	1800	13.00	13.00	0.00	13.00	0.00	13.00	0.00	13.00	0.00	13.00	0.00	13.00	0.00	78.00
20	Jackson Street Park	1800	127.00	127.00	254.00	254.00	254.00	254.00	127.00	127.00	127.00	127.00	127.00	127.00	127.00	2,032.00
21	Dagwood Circle	1800	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	156.00
22	Monroe Street	1800	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	156.00
23	Locust Street	1800	73.00	73.00	73.00	73.00	73.00	73.00	73.00	73.00	73.00	73.00	73.00	73.00	73.00	876.00
24	Baywood Avenue	1800	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	300.00
25	Southwinds	1800	97.00	97.00	97.00	97.00	97.00	97.00	97.00	97.00	97.00	97.00	97.00	97.00	97.00	1,164.00
26	Nixon Lane	1800	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	300.00
27	Canalview Blvd.	1800	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	600.00
28	Sugar Grove/Sugar Grove Court	1800	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	300.00
29	Buschman Park	1800	132.00	132.00	132.00	132.00	132.00	132.00	132.00	132.00	132.00	132.00	132.00	132.00	132.00	1,584.00
30	Orange Boulevard	1800	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	300.00
31	Spruce Creek Rd. @ Acorn Ln.	1800	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	300.00
32	Fire Station#4(Airport Rd.)	1800	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	300.00
33	Commonwealth/Westridge	1800	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	156.00
34	Nova Road Pond #1	1800	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	156.00
35	Nova Road Pond #2	1800	122.00	122.00	122.00	122.00	122.00	122.00	122.00	122.00	122.00	122.00	122.00	122.00	122.00	1,464.00
36	Nova Road Pond #3	1800	146.00	146.00	146.00	146.00	146.00	146.00	146.00	146.00	146.00	146.00	146.00	146.00	146.00	1,752.00
37	Nova Road Pond #4	1800	280.00	280.00	280.00	280.00	280.00	280.00	280.00	280.00	280.00	280.00	280.00	280.00	280.00	3,360.00
38	Nova Road Pond #5	1800	85.00	85.00	85.00	85.00	85.00	85.00	85.00	85.00	85.00	85.00	85.00	85.00	85.00	1,020.00
39	Hidden Village	1800	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	156.00
40	Commonwealth / Frederick	1800	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	156.00
41	Renegade Lane Ditch	1800	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	156.00
42	Farmbrook Retention Pond	1800	17.00	17.00	17.00	17.00	17.00	17.00	17.00	17.00	17.00	17.00	17.00	17.00	17.00	204.00
43	Devon Street Retention Pond	1800	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	156.00
44	Canal Sections	1800	220.00	220.00	220.00	220.00	220.00	220.00	220.00	220.00	220.00	220.00	220.00	220.00	220.00	2,640.00
45	Southport Retention (add 4/1/09)	1800	19.00	19.00	19.00	19.00	19.00	19.00	19.00	19.00	19.00	19.00	19.00	19.00	19.00	228.00
46	Sleepy Hollow Retention Pond	1800	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	516.00
47	Summertrees Road Retention Pond	1800	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	156.00
48	Airport Road Retention Pond	1800	23.00	23.00	23.00	23.00	23.00	23.00	23.00	23.00	23.00	23.00	23.00	23.00	23.00	276.00
49	Dunlawton/Sp.Creek Rd FDOT Pond (west side of Sp.Creek Rd)	1800	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	180.00
50	West Bayshore Drive retention pond add 11/1/12	1800	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	360.00
51	Causeway FDOT Pond	4400	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	156.00
52	Coracci Sprt.Complex Pond #1	4400	56.00	56.00	56.00	56.00	56.00	56.00	56.00	56.00	56.00	56.00	56.00	56.00	56.00	672.00
53	Coracci Sprt.Complex Pond #2	4400	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	420.00
54	Coracci Sprt.Complex ditch	4400	120.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00	1,440.00
	Golf Course Lakes	5400	220.00	440.00	440.00	440.00	440.00	440.00	440.00	440.00	440.00	440.00	440.00	440.00	440.00	5,280.00
	D-1 Ditch/Golf Course	5400	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	420.00
Monthly Totals				3,140.00	3,340.00	3,379.00	3,340.00	3,379.00	3,101.00	3,140.00	2,914.00	3,140.00	2,914.00	3,140.00	3,101.00	38,028.00

Monthly (Public Works)	May 2,441.00	June 2,641.00	July 2,680.00	August 2,641.00	September 2,680.00	October 2,402.00	November 2,441.00	December 2,215.00	January 2,441.00	February 2,215.00	March 2,441.00	April 2,402.00	Totals 29,280.00
Monthly (Golf Course)	475.00	475.00	475.00	475.00	475.00	475.00	475.00	475.00	475.00	475.00	475.00	475.00	5,700.00
Monthly (Parks Dept)	224.00	224.00	224.00	224.00	224.00	224.00	224.00	224.00	224.00	224.00	224.00	224.00	2,688.00

Effective May 1, 2012 thru April 30, 2013

Total Annual PW	29,640.00
Total Annual GC	5,700.00
Total Annual Parks	2,688.00
Total Annual	38,028.00

May 2012 - Sept. 2012

Public Works	41218005413414	13,083.00
Golf Course	45054005793414	2,375.00
Parks Dept	00144005723414	1,120.00
		16,578.00

October 2012 - April 2013

Public Works	16,557.00
Parks Dept	1,568.00
	18,125.00

34,703.00

37,668.00

May 1, 2016 - April 30, 2017

			May	June	July	August	Sept	Oct	Nov	Dec	Jan	Feb	March	April	Total Annual Cost
1	Autumn Trail	1800	28.00	28.00	28.00	28.00	28.00	28.00	28.00	0.00	28.00	0.00	28.00	28.00	280.00
2	Cross Creek/Secret River Trail	1800	34.00	34.00	34.00	34.00	34.00	34.00	34.00	34.00	34.00	34.00	34.00	34.00	408.00
3	Hidden Lakes/Hidden Lakes Drive	1800	146.00	146.00	146.00	146.00	146.00	146.00	146.00	0.00	146.00	0.00	146.00	146.00	1,460.00
4	Willow Run sub./Thomasina Dr.	1800	13.00	13.00	13.00	13.00	13.00	13.00	13.00	0.00	13.00	0.00	13.00	13.00	130.00
5	Willow Run sub./Tracy Dr.	1800	13.00	0.00	13.00	0.00	13.00	0.00	13.00	0.00	13.00	0.00	13.00	0.00	78.00
6	Willow Run sub./Harms Way	1800	13.00	0.00	13.00	0.00	13.00	0.00	13.00	0.00	13.00	0.00	13.00	0.00	78.00
7	Southern Oaks/Squirrel Nest Lane	1800	13.00	26.00	26.00	26.00	26.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	208.00
8	Gatewood/Oak Forest Circle	1800	13.00	26.00	26.00	26.00	26.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	208.00
9	Foxboro/Miles Drive	1800	48.00	48.00	48.00	48.00	48.00	48.00	48.00	48.00	48.00	48.00	48.00	48.00	576.00
10	Deep Forest&Foxboro/Sandle Wood Dr.	1800	58.00	58.00	58.00	58.00	58.00	58.00	58.00	58.00	58.00	58.00	58.00	58.00	696.00
11	Foxboro/Crown Lane	1800	13.00	26.00	26.00	26.00	26.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	208.00
12	The Settings/Alstrum Drive	1800	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	156.00
13	Bent Oaks/Whippoorwill Drive	1800	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	156.00
14	Lone Oak/Lone Oak Drive	1800	72.00	72.00	72.00	72.00	72.00	72.00	72.00	72.00	72.00	72.00	72.00	72.00	864.00
15	Central Park/Central Park Blvd.	1800	85.00	85.00	85.00	85.00	85.00	85.00	85.00	85.00	85.00	85.00	85.00	85.00	1,020.00
16	Winter Park/Pelham Drive	1800	21.00	21.00	21.00	21.00	21.00	21.00	21.00	21.00	21.00	21.00	21.00	21.00	252.00
17	Falcon Crest/Champagne Circle	1800	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	156.00
18	City Hall / City Center Circle	1800	73.00	146.00	146.00	146.00	146.00	73.00	73.00	73.00	73.00	73.00	73.00	73.00	1,168.00
19	Amber Village/Amber Circle	1800	13.00	0.00	13.00	0.00	13.00	0.00	13.00	0.00	13.00	0.00	13.00	0.00	78.00
20	Fire Station #5 (added 5/1/14)	1800	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	480.00
21	Jackson Street Park	1800	127.00	254.00	254.00	254.00	254.00	127.00	127.00	127.00	127.00	127.00	127.00	127.00	2,032.00
22	Fire Station #2 (added 5/1/14)	1800	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	600.00
23	Monroe Street	1800	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	156.00
24	Locust Street-revised 5/1/14 to include 3 pond areas all linked by pipe; Dagwood Cr,Locust and FDOT pond on Sp Creek Rd.	1800	178.00	178.00	178.00	178.00	178.00	178.00	178.00	178.00	178.00	178.00	178.00	178.00	2,136.00
25	Baywood Avenue	1800	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	300.00
26	Southwinds	1800	97.00	97.00	97.00	97.00	97.00	97.00	97.00	97.00	97.00	97.00	97.00	97.00	1,164.00
27	Nixon Lane	1800	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	300.00
28	Canalview Blvd.	1800	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	600.00
29	Sugar Grove/Sugar Grove Court	1800	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	300.00
30	Buschman Park	1800	132.00	132.00	132.00	132.00	132.00	132.00	132.00	132.00	132.00	132.00	132.00	132.00	1,584.00
31	Orange Boulevard	1800	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	300.00
32	Spruce Creek Rd. @ Acorn Ln.	1800	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	300.00
33	Fire Station#4(Airport Rd.)	1800	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	300.00
34	Commonwealth/Westridge	1800	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	156.00
35	Nova Road Pond #1	1800	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	156.00
36	Nova Road Pond #2	1800	122.00	122.00	122.00	122.00	122.00	122.00	122.00	122.00	122.00	122.00	122.00	122.00	1,464.00
37	Nova Road Pond #3	1800	146.00	146.00	146.00	146.00	146.00	146.00	146.00	146.00	146.00	146.00	146.00	146.00	1,752.00
38	Nova Road Pond #4	1800	280.00	280.00	280.00	280.00	280.00	280.00	280.00	280.00	280.00	280.00	280.00	280.00	3,360.00
39	Nova Road Pond #5	1800	85.00	85.00	85.00	85.00	85.00	85.00	85.00	85.00	85.00	85.00	85.00	85.00	1,020.00
40	Hidden Village	1800	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	156.00
41	Commonwealth / Frederick	1800	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	156.00
42	Renegade Lane Ditch	1800	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	156.00
43	Farmbrook Retention Pond	1800	17.00	17.00	17.00	17.00	17.00	17.00	17.00	17.00	17.00	17.00	17.00	17.00	204.00
44	Devon Street Retention Pond	1800	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	156.00
45	Canal Sections	1800	220.00	220.00	220.00	220.00	220.00	220.00	220.00	220.00	220.00	220.00	220.00	220.00	2,640.00
46	Southport Retention (add 4/1/09)	1800	19.00	19.00	19.00	19.00	19.00	19.00	19.00	19.00	19.00	19.00	19.00	19.00	228.00
47	Sleepy Hollow Retention Pond	1800	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	516.00
48	Summertrees Road Retention Pond	1800	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	156.00
49	Airport Road Retention Pond	1800	23.00	23.00	23.00	23.00	23.00	23.00	23.00	23.00	23.00	23.00	23.00	23.00	276.00
50	Dunlawton/Sp.Creek Rd FDOT Pond (west side of Sp.Creek Rd)	1800	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	180.00
51	West Bayshore Drive retention pond add 11/1/12	1800	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	360.00
52	Causeway FDOT Pond	4400	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	156.00
53	Coracci Sprt.Complex Pond #1	4400	56.00	56.00	56.00	56.00	56.00	56.00	56.00	56.00	56.00	56.00	56.00	56.00	672.00
54	Coracci Sprt.Complex Pond #2	4400	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	420.00
55	Coracci Sprt.Complex ditch	4400	120.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00	1,440.00
	Golf Course Lakes	1800	440.00	440.00	440.00	440.00	440.00	440.00	440.00	440.00	440.00	440.00	440.00	440.00	5,280.00
	D-1 Ditch/Golf Course	1800	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	420.00
	Monthly Totals		3,322.00	3,522.00	3,561.00	3,522.00	3,561.00	3,283.00	3,322.00	3,096.00	3,322.00	3,096.00	3,322.00	3,283.00	40,212.00

May 1, 2016 thru April 30, 2017

Total Annual PW	31,824.00
Total Annual GC	5,700.00
Total Annual Parks	2,688.00
Total Annual	40,212.00

May 2016 - September 2016

Public Works	41218005413414	13,993.00
Golf Course	41218005413414	2,375.00
Parks Dept	00144005723414	1,120.00
		17,488.00

October 2016 - April 2017

Public Works	41218005413414	17,831.00
Golf Course	41218005413414	3,325.00
Parks Dept	00144005723414	1,568.00
		22,724.00

Note: Golf Course portion of contract funded in Public Works account 41218005413414.

**EXTENSION OF
AMENDED, RESTATED AND STANDARD CONTRACT FOR SERVICES**

THIS EXTENSION OF AMENDED, RESTATED AND RENEWED STANDARD CONTRACT FOR SERVICES ("Extension") 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 **APPLIED AQUATIC MANAGEMENT, INC.**, a Florida corporation whose principal address is 4305 Bomber Road, Bartow, Florida 33830 (the "Contractor"). (The City and the Contractor are hereinafter collectively referred to as the "Parties.")

WHEREAS, the Parties entered into a Standard Contract for Services on April 10, 2012 and an Amended, Restated and Renewed Standard Contract for Services on April 23, 2014 (collectively the "Contract"); and

WHEREAS, the Contract provides for an initial term of one year commencing on May 1, 2012 and continuing until April 30, 2013, with five (5) optional one year renewals upon written agreement of the parties; and

WHEREAS, on April 23, 2013, the parties exercised the first option to renew the Contract for a one year period commencing on May 1, 2013 and continuing until April 30, 2014; and

WHEREAS, on April 15, 2014, the parties exercised the second option to renew the Contract for a one year period commencing on May 1, 2014 and continuing until April 30, 2015; and

WHEREAS, on April 7, 2015, the parties exercised the third option to renew the Contract for a one year period commencing on May 1, 2015 and continuing until April 30, 2016 and amended the Contract to provide for public records compliance pursuant to Florida Statute; and

WHEREAS, the parties desire to exercise the fourth option to renew the Contract for a one year period commencing on May 1, 2016 and continuing until April 30, 2017; and

WHEREAS, the Port Orange City Council has determined that the execution of this Extension 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. Term: The term of the Contract is hereby extended for one (1) year, commencing May 1, 2016, and continuing until April 30, 2017.

2. City Obligations. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Contractor's Total Base Bid submitted April 3, 2012, as amended by Exhibit "1" hereto, subject to a limit up to but not to exceed Forty Thousand, Two Hundred Twelve and 00/100 Dollars (\$40,212.00) during the period May 1, 2016 through April 30, 2017, subject to approval by City Council for the then-current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. Contract Construction. This Extension 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 Extension shall be deemed valid as if an original signature

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 Extension on the day and year stated hereinafter.

[remainder of page intentionally left blank]

Witnesses:

APPLIED AQUATIC MANAGEMENT, INC.

BP Carpenter
Printed Name: BP Carpenter

By: Linda W Myers
Linda W. Myers, President

Jamie Sellers
Printed Name: Jamie Sellers

Date: 02/15/16

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 15 day of February, 2016, by Linda W. Myers, as President of Applied Aquatic Management, Inc., a Florida corporation, and who:

[Notary: Please select one]

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



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

Witnesses:

CITY OF PORT ORANGE

By: _____
Printed Name: _____ Allen Green, Mayor

Attest:

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

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Allen Green and Robin L. Fenwick, as Mayor and City Clerk, respectively, of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who are personally known to me.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

May 1, 2016 - April 30, 2017

	May	June	July	August	Sept	Oct	Nov	Dec	Jan	Feb	March	April	Total Annual Cost
1 Autumn Trail	1500 28.00	28.00	28.00	28.00	28.00	28.00	28.00	0.00	28.00	0.00	28.00	28.00	280.00
2 Cross Creek/Secret River Trail	1500 34.00	34.00	34.00	34.00	34.00	34.00	34.00	34.00	34.00	34.00	34.00	34.00	408.00
3 Hidden Lakes/Hidden Lakes Drive	1500 146.00	146.00	146.00	146.00	146.00	146.00	146.00	0.00	146.00	0.00	146.00	146.00	1,460.00
4 Willow Run sub./Thomasina Dr.	1500 13.00	13.00	13.00	13.00	13.00	13.00	13.00	0.00	13.00	0.00	13.00	13.00	130.00
5 Willow Run sub./Tracy Dr.	1500 13.00	13.00	13.00	0.00	13.00	0.00	13.00	0.00	13.00	0.00	13.00	0.00	78.00
6 Willow Run sub./Harms Way	1500 13.00	13.00	13.00	0.00	13.00	0.00	13.00	0.00	13.00	0.00	13.00	0.00	78.00
7 Southern Oaks/Squirrel Nest Lane	1500 26.00	26.00	26.00	26.00	26.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	208.00
8 Gatewood/Oak Forest Circle	1500 13.00	26.00	26.00	26.00	26.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	208.00
9 Foboro/Miles Drive	1500 48.00	48.00	48.00	48.00	48.00	48.00	48.00	48.00	48.00	48.00	48.00	48.00	576.00
10 Drury Forest/Coxboro/Sandale Wood Dr.	1500 58.00	58.00	58.00	58.00	58.00	58.00	58.00	58.00	58.00	58.00	58.00	58.00	696.00
11 Foboro/Crown Lane	1500 13.00	26.00	26.00	26.00	26.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	208.00
12 The Settling/Alstrum Drive	1500 13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	156.00
13 Bent Oaks/Whippoorwill Drive	1500 13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	156.00
14 Lone Oak/Lone Oak Drive	1500 72.00	72.00	72.00	72.00	72.00	72.00	72.00	72.00	72.00	72.00	72.00	72.00	864.00
15 Central Park/Central Park Blvd.	1500 85.00	85.00	85.00	85.00	85.00	85.00	85.00	85.00	85.00	85.00	85.00	85.00	1,020.00
16 Winter Park/Pelham Drive	1500 21.00	21.00	21.00	21.00	21.00	21.00	21.00	21.00	21.00	21.00	21.00	21.00	252.00
17 Falcon Crest/Champagne Circle	1500 13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	156.00
18 City Hall / City Center Circle	1500 73.00	146.00	146.00	146.00	146.00	73.00	73.00	73.00	73.00	73.00	73.00	73.00	1,168.00
19 Amber Village/Amber Circle	1500 13.00	0.00	13.00	0.00	13.00	0.00	13.00	0.00	13.00	0.00	13.00	0.00	78.00
20 Fire Station #15 (added 5/1/14)	1500 40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	480.00
21 Jackson Street Park	1500 127.00	254.00	254.00	254.00	254.00	127.00	127.00	127.00	127.00	127.00	127.00	127.00	2,032.00
22 Fire Station #2 (added 5/1/14)	1500 50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	600.00
23 Monroe Street	1500 13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	156.00
Locust Street extended 5/1/14 to include 3 pond areas all linked by pipe: Diagonal C/Outlet and FDOT Pond on													
24 3rd Creek Rd.	1500 178.00	178.00	178.00	178.00	178.00	178.00	178.00	178.00	178.00	178.00	178.00	178.00	2,136.00
25 Baywood Avenue	1500 25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	300.00
26 Southwinds	1500 97.00	97.00	97.00	97.00	97.00	97.00	97.00	97.00	97.00	97.00	97.00	97.00	1,164.00
27 Nixon Lane	1500 25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	300.00
28 Canalview Blvd.	1500 50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	600.00
29 Sugar Grove/Sugar Grove Court	1500 25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	300.00
30 Buchanan Park	1500 132.00	132.00	132.00	132.00	132.00	132.00	132.00	132.00	132.00	132.00	132.00	132.00	1,584.00
31 Orange Boulevard	1500 25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	300.00
32 Spruce Creek Rd. @ Acorn Ln.	1500 25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	300.00
33 Fire Station #4 (Airport Rd.)	1500 25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	300.00
34 Commonwealth/Westridge	1500 13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	156.00
35 Nova Road Pond #1	1500 13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	156.00
36 Nova Road Pond #2	1500 122.00	122.00	122.00	122.00	122.00	122.00	122.00	122.00	122.00	122.00	122.00	122.00	1,464.00
37 Nova Road Pond #3	1500 146.00	146.00	146.00	146.00	146.00	146.00	146.00	146.00	146.00	146.00	146.00	146.00	1,752.00
38 Nova Road Pond #4	1500 280.00	280.00	280.00	280.00	280.00	280.00	280.00	280.00	280.00	280.00	280.00	280.00	3,360.00
39 Nova Road Pond #5	1500 85.00	85.00	85.00	85.00	85.00	85.00	85.00	85.00	85.00	85.00	85.00	85.00	1,020.00
40 Hidden Village	1500 13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	156.00
41 Commonwealth / Frederick	1500 13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	156.00
42 Renegade Lane Ditch	1500 13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	156.00
43 Farmbrook Retention Pond	1500 17.00	17.00	17.00	17.00	17.00	17.00	17.00	17.00	17.00	17.00	17.00	17.00	204.00
44 Devon Street Retention Pond	1500 13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	156.00
45 Canal Sections	1500 220.00	220.00	220.00	220.00	220.00	220.00	220.00	220.00	220.00	220.00	220.00	220.00	2,640.00
46 Southport Retention (add 4/1/09)	1500 19.00	19.00	19.00	19.00	19.00	19.00	19.00	19.00	19.00	19.00	19.00	19.00	228.00
47 Sleepy Hollow Retention Pond	1500 43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	516.00
48 Summer Trees Road Retention Pond	1500 13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	156.00
49 Airport Road Retention Pond	1500 23.00	23.00	23.00	23.00	23.00	23.00	23.00	23.00	23.00	23.00	23.00	23.00	276.00
(Duckwater/Creek Rd FDOT Pond (West side of 3rd Creek Rd.)													
50 3rd Creek Rd.	1500 15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	180.00
51 Main Branch Ditch extended and add 12/2/12	1500 30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	360.00
52 Causeway FDOT Pond	1500 13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	156.00
53 Coracci Sprt. Complex Pond #1	1500 56.00	56.00	56.00	56.00	56.00	56.00	56.00	56.00	56.00	56.00	56.00	56.00	672.00
54 Coracci Sprt. Complex Pond #2	1500 35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	420.00
55 Coracci Sprt. Complex ditch	1500 120.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00	1,440.00
Golf Course Lakes	1500 440.00	440.00	440.00	440.00	440.00	440.00	440.00	440.00	440.00	440.00	440.00	440.00	5,280.00
D-1 Ditch/Golf Course	1500 35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	420.00
Monthly Totals	3,322.00	3,522.00	3,561.00	3,522.00	3,561.00	3,283.00	3,322.00	3,096.00	3,322.00	3,096.00	3,322.00	3,283.00	40,212.00

May 1, 2016 thru April 30, 2017

Total Annual PW 31,824.00
Total Annual GC 5,700.00
Total Annual Parks 2,688.00
Total Annual 40,212.00

May 2016 - September 2016

Public Works 41218005413414
Golf Course 13,993.00
Parks Dept 2,375.00
1,120.00
17,488.00

October 2016 - April 2017

Public Works 41218005413414 17,831.00
Golf Course 3,325.00
Parks Dept 1,568.00
22,724.00

Note: Golf Course portion of contract funded in Public Works account 41218005413414.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 03/15/2016

Consent item: Yes

SUBJECT: Amendment 3 to Volusia County School agreement

DEPARTMENT: Parks & Recreation

GOAL:

OBJECTIVE:

RECOMMENDED MOTION: Move to approve amendment three to the inter local agreement and authorize the Mayor and City Manager to execute the associated documents.

SUMMARY: In 2010 the city entered into an inter local agreement for joint use of the two middle schools in Port Orange. The agreement allows for the city and its citizens to use the middle school grounds for the purpose of recreation after regular school hours. It also allows the city Parks and Recreation department use of some indoor space for leagues and programs at a utility rate only cost. In return the city Parks & Recreation Department maintains these grounds.

The second amendment was amended for one year only with all conditions remaining the same.

The third amendment will keep all terms the same, with the exception of the duration of the agreement. The third amendment will be for a five year term with a renewal option of an additional five years.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	amendment 3	3RDAmendment_ILA_CityofPortOrange.pdf
2.	amendment 2	2NDAmendment_VCSD_ILA_CityofPortOrange.pdf
3.	2010 agreement	executed agreement.pdf

Lovallo, Susan
Lovallo, Susan
Roberts, Margaret
Johansson, M. Jake

Created/Initiated - 02/22/2016
Approved - 02/22/2016
Approved - 03/08/2016
Final Approval - 03/08/2016

**THIRD AMENDMENT VOLUSIA COUNTY SCHOOL DISTRICT
INTERLOCAL AGREEMENT FOR
JOINT USE OF REAL PROPERTY**

THIS THIRD AMENDMENT TO THE INTERLOCAL AGREEMENT LAST AMENDED ON APRIL 28, 2015 is made and entered into this ____ day of _____, 2016, by and between the CITY OF PORT ORANGE, a political subdivision of the State of Florida, hereinafter referred to as the "CITY" and the SCHOOL BOARD OF VOLUSIA COUNTY, FLORIDA, a public agency of the State of Florida and the governing body of the school district of Volusia County, Florida, duly created in accordance with Article IX, Section 4(b) Florida Constitution, and Chapter 230, Florida Statutes, hereinafter referred to as the "SCHOOL BOARD."

WHEREAS, this Amendment is entered into for the purpose of continuing the CITY and SCHOOL BOARD joint use of school and public recreational facilities without impairing school facilities or disrupting the education process.

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the parties hereto do mutually agree as follows:

1. **TERM.** The term of this agreement is five years and may be renewed for an additional five years unless terminated as provided herein. This Agreement may be terminated by either party with 180 days written notice. In the event of termination under this provision, all permanent recreational facilities shall be the property of the SCHOOL BOARD.

2. All other terms and conditions of the Agreement dated June 8, 2010 shall continue to apply and be effective; and

IN WITNESS WHEREOF, this constitutes the entire AGREEMENT between the parties and the parties hereto have caused this AGREEMENT to be executed by their duly authorized officers and have set their hands and seals this _____ day of _____, 2016.

**SCHOOL BOARD OF VOLUSIA COUNTY SCHOOLS
VOLUSIA COUNTY, FLORIDA**

BY: _____
Mrs. Ida D. Wright, Chairman

ATTEST: _____
James T. Russell, Secretary

THE CITY OF PORT ORANGE, FLORIDA

BY: _____
Allen Green, Mayor

ATTEST: _____
Michael Johansson, City Manager

**SECOND AMENDMENT VOLUSIA COUNTY SCHOOL DISTRICT
INTERLOCAL AGREEMENT FOR
JOINT USE OF REAL PROPERTY**

THIS SECOND AMENDMENT TO THE INTERLOCAL AGREEMENT LAST AMENDED ON JUNE 8, 2010 is made and entered into this 28th day of April, 2015, by and between the CITY OF PORT ORANGE, a political subdivision of the State of Florida, hereinafter referred to as the "CITY" and the SCHOOL BOARD OF VOLUSIA COUNTY, FLORIDA, a public agency of the State of Florida and the governing body of the school district of Volusia County, Florida, duly created in accordance with Article IX, Section 4(b) Florida Constitution, and Chapter 230, Florida Statutes, hereinafter referred to as the "SCHOOL BOARD."

WHEREAS, this Amendment is entered into for the purpose of continuing the CITY and SCHOOL BOARD joint use of school and public recreational facilities without impairing school facilities or disrupting the education process.

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the parties hereto do mutually agree as follows:

1. **TERM.** The term of this agreement is one year and may be renewed on an annual basis up to three times, unless terminated as provided herein. This Agreement may be terminated by either party with 180 days written notice. In the event of termination under this provision, all permanent recreational facilities shall be the property of the SCHOOL BOARD.

2. All other terms and conditions of that Agreement dated June 8, 2010 shall continue to apply and be effective; and

IN WITNESS WHEREOF, this constitutes the entire AGREEMENT between the parties and the parties hereto have caused this AGREEMENT to be executed by their duly authorized officers and have set their hands and seals this 28th day of April, 2015.

**SCHOOL BOARD OF VOLUSIA COUNTY SCHOOLS
VOLUSIA COUNTY, FLORIDA**

BY: Linda Costello
Mrs. Linda Costello, Chairperson

ATTEST: James T. Russell
James T. Russell Secretary

THE CITY OF PORT ORANGE, FLORIDA

BY: _____
ALLEN GREEN, Mayor

ATTEST: _____
David Harden, City Manager

THE CITY OF PORT ORANGE, FLORIDA

BY: _____

ALLEN GREEN, Mayor

ATTEST: _____

Robin L. Fenwick, CMC, City Clerk

Date: _____

4/28/15

FIRST AMENDMENT OF INTERLOCAL AGREEMENT
FOR
JOINT USE OF REAL PROPERTY

THIS FIRST AMENDMENT OF INTERLOCAL AGREEMENT FOR JOINT USE OF REAL PROPERTY is made and entered into this 8th day of June, 2010, hereinafter referred to as "Interlocal Agreement" by and between the CITY OF PORT ORANGE, a political subdivision of the State of Florida, hereinafter referred to as the "CITY" and the SCHOOL BOARD OF VOLUSIA COUNTY, FLORIDA, a public agency of the State of Florida and the governing body of the school district of Volusia County, Florida, duly created in accordance with Article IX, Section 4(b) Florida Constitution, and Chapter 230, Florida Statutes, hereinafter referred to as the "SCHOOL BOARD."

WHEREAS, the SCHOOL BOARD and the CITY have a successful history of joint use dating back to 1981; and

WHEREAS, this Interlocal Agreement is entered into for the purpose of continuing the CITY and SCHOOL BOARD joint use of school and public recreational facilities without impairing school facilities or disrupting the education process; and

WHEREAS, the Lease/Agreement for Spruce Creek Elementary dated October 27, 1981 and the Lease/Agreement for Spruce Creek High School dated November 27, 1984 have expired and are no longer used by the CITY; and

WHEREAS Lease/Agreement for Silver Sands Middle School dated January 8, 1985 expires in 2010; and

WHEREAS, the Parties entered into an Interlocal Agreement for Joint Use of Real Property dated February 13, 2001; and

WHEREAS the Parties desire to include Creekside Middle School and Silver Sands Middle School under the terms of this Interlocal Agreement for Joint Use of Real Property; and

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the parties hereto do mutually agree as follows:

1. **FACILITY USAGE AND APPLICABLE FEES.** THE SCHOOL BOARD grants the CITY the non-exclusive right to use of the schools listed on Exhibit "A" jointly with the SCHOOL BOARD for recreational purposes in accordance with this Interlocal Agreement and subject to the limitations set forth herein. Exhibit "A" may be amended from time to time as other schools and/or responsibilities are amended and agreed upon by the parties' Superintendent/City Manager.

Use of educational facilities shall be governed by SCHOOL BOARD policy 705 (copy attached) except as provided herein.

Facility usage fees shall be based on actual energy and utility costs (as indicated on Exhibit "C") which shall be updated on an annual basis and provided to the CITY in May of each year for use during the following school year. The SCHOOL BOARD shall invoice the CITY and the fee shall be payable to the Volusia County School District.

Custodial services provided by the SCHOOL BOARD for CITY use of facilities shall require CITY payment based on the rate as established by SCHOOL BOARD policy 705. Paper supplies shall be provided at CITY's cost. Custodial services may be waived by the school Principal if alternative and acceptable arrangements are made in advance of usage.

In the event additional onsite SCHOOL BOARD personnel is required, the fee will be based on the rate as established by SCHOOL BOARD policy 705.

2. **HOURS OF OPERATION.** Facilities and improvements shall be for the exclusive use of the SCHOOL BOARD during all school hours and/or school activities, which may include summer school. The CITY shall have access to outside recreational areas as indicated on Exhibit "B" when school is not in session. Facilities may remain open until dusk or until 10:00 PM if lighting is available. The City is responsible for closing the gates unless other arrangements are made in advance with the Principal. If the CITY desires to use these areas and/or buildings during other times, requests shall be submitted in writing to the Principal for his/her consideration and approval.

3. **AUTHORIZATION.** In addition to this Interlocal Agreement, the parties intend and authorize their respective Superintendent/City Manager or their designees to enter into this Interlocal Agreement for each school or facility to be used by the CITY for recreational purposes which will supplement this Interlocal Agreement and outline the particulars of the SCHOOL BOARD's and the CITY's use of each school or facility. Each school as identified on Exhibit "A," as amended, will be subject to annual review by the parties and may be adjusted from time to time.

4. **RESPONSIBILITIES OF THE PARTIES.** The CITY agrees to participate in maintenance of the grounds and facilities and abide by the responsibilities as specified on Exhibit "A." A schedule to coordinate regular and periodic maintenance with school program schedules shall be part of the annual review. Maintenance shall not conflict with school activities unless agreed upon in advance by the Principal. The CITY agrees to

notify the Principal a minimum of 48-hours in advance of any authorized third party user and provide Principal with contact information of same.

The City Manager or Designee shall annually provide a list outlining the maintenance services for each school detailing the frequency of each item. This list shall be provided to both the Principal and the Facilities Services Department Designee.

5. IMPROVEMENTS/STRUCTURES. The design, and construction of any and all improvements to be located on School Board property shall be submitted to the Volusia County School District Facilities Department for approval prior to installation or construction. Such plans and construction shall meet all applicable codes and licensing requirements in order to be approved.

Each party recognizes that it is in the best interest of both parties to provide a safe recreational area and each party agrees to utilize its best efforts to provide proper supervision and safe conditions during their respective use of the facilities. In the event that either party becomes aware of an unsafe condition it will correct same or, if the correction of the condition is the responsibility of the other party, will notify the other party in writing of the hazard and the need for corrective action. The party responsible for maintaining the facility shall correct the condition immediately or take reasonable and proper precautions until corrective action can be taken. The parties recognize the right of School Board to correct safety deficiencies which may include removal and/or demolition of any improvements/structures without replacement.

6. ACCESS AND PARKING. The BOARD agrees to allow the CITY to use the parking areas applicable to each school as indicated on Exhibit "B". Parking provided for the general public during non-school hours shall only be in authorized

areas. The CITY shall be responsible for any damage to authorized areas including, but not limited to, athletic fields.

7. CONCESSIONS. Concessions may be operated or maintained by either party in conjunction with their respective use of the listed facilities subject to the provisions of any vendor contracts that the School Board may have regarding concessions.

8. ASSIGNMENT. This Interlocal Agreement may not be assigned. This provision is not intended to prevent or prohibit the CITY or the SCHOOL BOARD from charging a fee to third parties for the use of recreational facilities listed on Exhibit "A." The CITY reserves the right to schedule athletic playing fields and charge a fee as needed.

9. TERM. The term of this Interlocal Agreement is five (5) years unless terminated as provided herein with a one (1) time renewal of an additional five (5) year term. This Interlocal Agreement may be terminated by either party with one year's written notice. In the event of termination under this provision, all permanent recreational facilities shall be the property of the SCHOOL BOARD.

10. INSURANCE. Any third party shall at all times maintain liability insurance in amounts of \$1,000,000 per injury and \$2,000,000 aggregate, or such higher limits as may be imposed by SCHOOL BOARD policy 705. Such insurance may be provided by a self-insurance reserve program.

The CITY agrees to assume all risk and liability to itself, its agents or employees and shall be responsible to fully defend, indemnify and hold the SCHOOL BOARD harmless from and against any and all claims arising from or related to the CITY or the

use by any third parties authorized by the CITY's use of facilities listed on Exhibit "A" if such claims are caused by the act or acts, negligence or failure to exercise proper precautions of and by the CITY, its agents or employees. The SCHOOL BOARD agrees to assume all risk and liability to itself, its agents or employees and shall be responsible to fully defend, indemnify and hold the CITY harmless from and against any and all claims arising from or related to the SCHOOL BOARD's use of the listed facilities if such claims are caused by the act, acts, negligence or failure to exercise proper precautions of any by the SCHOOL BOARD its agents or employees. Each of the parties agree to provide the other with written notice of any claim subject to this provision within ten (10) days of its receipt of notice that a claim exists. The parties agree to cooperate fully in the defense of any such claim. Notice of claim shall be deemed to be given on the date of mailing thereof by U.S. Mail, First Class Delivery.

11. **SOVEREIGN IMMUNITY.** Nothing in this Interlocal Agreement shall be deemed as a waiver of sovereign immunity of either of the parties beyond any statutory limited waiver which may have been or may be adopted by the Florida Legislature and nothing in this Interlocal Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity.

12. **NOTICES.** Each party recognizes that it is in the best interest of both parties to provide a safe recreational area and each party agrees to utilize its best efforts to provide proper supervision and safe conditions during their respective use of the facilities. In the event that either party becomes aware of an unsafe condition it will

correct same or, if the correction of the condition is the responsibility of the other party, will notify the other party in writing of the hazard and the need for corrective action. The party responsible for maintaining the facility shall correct the condition immediately or take reasonable and proper precautions until corrective action can be taken.

In the event of a breach of any term of this Interlocal Agreement by a party hereto, the other party shall provide written notice of such breach and allow a reasonable period of time to cure the breach; the reasonableness of the time period being determined by the circumstances and nature of the breach.

All notices, demands, requests, consents, approvals, and other communications (collectively, "Notices"), required or permitted to be given hereunder, shall be in writing and sent by facsimile (or by e-mail or by similar device) or by either: (i) registered or certified air mail, postage prepaid, return receipt requested; or, (ii) special delivery service (e.g., Federal Express, UPS, etc.); addressed to the party to be so notified as follows:

Any notice required to be provided herein shall be directed to the parties' chief executive officers at the following addresses:

If to School Board, to: THE SCHOOL BOARD OF VOLUSIA
 COUNTY, FLORIDA
 Superintendent's Office
 200 North Clara Avenue
 DeLand, Florida 32721-2118

With copy to: School Board of Volusia County
 Director Facilities Services
 3750 Olson Drive
 Daytona Beach, FL 32124

Phone: (386) 947-8786
Fax: (386) 506-5056

If to City, to:

City of Port Orange
City Manager's Office
1000 City Center Circle
Port Orange, FL 32129
Phone: 386-506-5501
Fax: 386-756-5208

With copy to:

City of Port Orange
Director Parks and Recreation
1000 City Center Circle
Port Orange, FL 32129
Phone: 386-506-5850
Fax: 386-756-5351

The address or party to whom notice shall be sent may be changed at any time by either party by delivery of Notice to the other.

13. ENFORCEMENT. In the event it becomes necessary to institute legal action to enforce any of the terms of this Interlocal Agreement, the prevailing party shall be entitled to recover all out-of-pocket expenses and a reasonable attorney's fee from the date of filing until the termination of litigation.

14. EFFECTIVE DATE. This Interlocal Agreement shall take effect when adopted by the CITY OF PORT ORANGE and the SCHOOL BOARD OF VOLUSIA COUNTY, FLORIDA, and fully executed by their duly authorized representatives.

IN WITNESS WHEREOF, this First Amendment to the Interlocal Amendment for Joint Use constitutes the entire INTERLOCAL AGREEMENT between the parties and the parties hereto have caused this INTERLOCAL AGREEMENT to be executed by their duly

authorized officers and have set their hands and seals this 8th day of

June, 2010.

SCHOOL BOARD OF VOLUSIA COUNTY SCHOOLS
VOLUSIA COUNTY, FLORIDA

BY: Candace Lankford
Ms. Candace Lankford, Chairperson

ATTEST: Margaret A. Smith
Margaret A. Smith, D.Ed., Secretary

THE CITY OF PORT ORANGE, FLORIDA

BY: Allen Green
ALLEN GREEN, Mayor

ATTEST: Ken Parker
KEN PARKER, City Manager

EXHIBIT "A"
SCHOOLS AND APPLICABLE RESPONSIBILITIES

CREEKSIDE MIDDLE SCHOOL

CITY RESPONSIBILITIES:

- Provide schedule of usage and maintenance to Principal as required in Section 4 Interlocal Agreement.
- Participate in the maintenance of grounds and/or facilities as required in Section 4 of Interlocal Agreement, including but not limited to:
 - Mowing of the athletic ball fields 39 times per year.
 - Mowing of front retention ponds until June 30, 2010.
 - Maintenance of irrigation system and irrigation well.
 - Weed control, applications of herbicides, pesticides, insecticides, and fertilization of athletic ball fields and front retention ponds.
 - Litter pick up including emptying of trash receptacles on athletic ball fields after each use.
 - Maintenance of athletic ball fields and repair/replacement of backstop fencing.
- Restroom cleaning as required by Section 1 of Interlocal Agreement
- Repair any damage to school facilities or property and replace equipment damaged beyond repair when caused by CITY or its designee(s).

SILVER SANDS MIDDLE SCHOOL

CITY RESPONSIBILITIES:

- Provide schedule of usage and maintenance to Principal as provided in Section 4 of Interlocal Agreement.
- Participate in the maintenance of grounds and/or facilities as required in Section 4 of Interlocal Agreement, including but not limited to:
 - Mowing of the athletic ball fields and common area 39 times per year
 - Maintenance of irrigation system for the athletic ball fields and common area.
 - Weed control, application of herbicides, pesticides, insecticides, and fertilization of athletic ball fields and common area.
 - Litter pick up including emptying of trash receptacles on athletic ball fields, tennis courts, track and common area after each use.
 - Maintenance of all athletic ball fields.
 - Maintenance of court lighting (including utility bills) and repair/replacement of tennis nets.

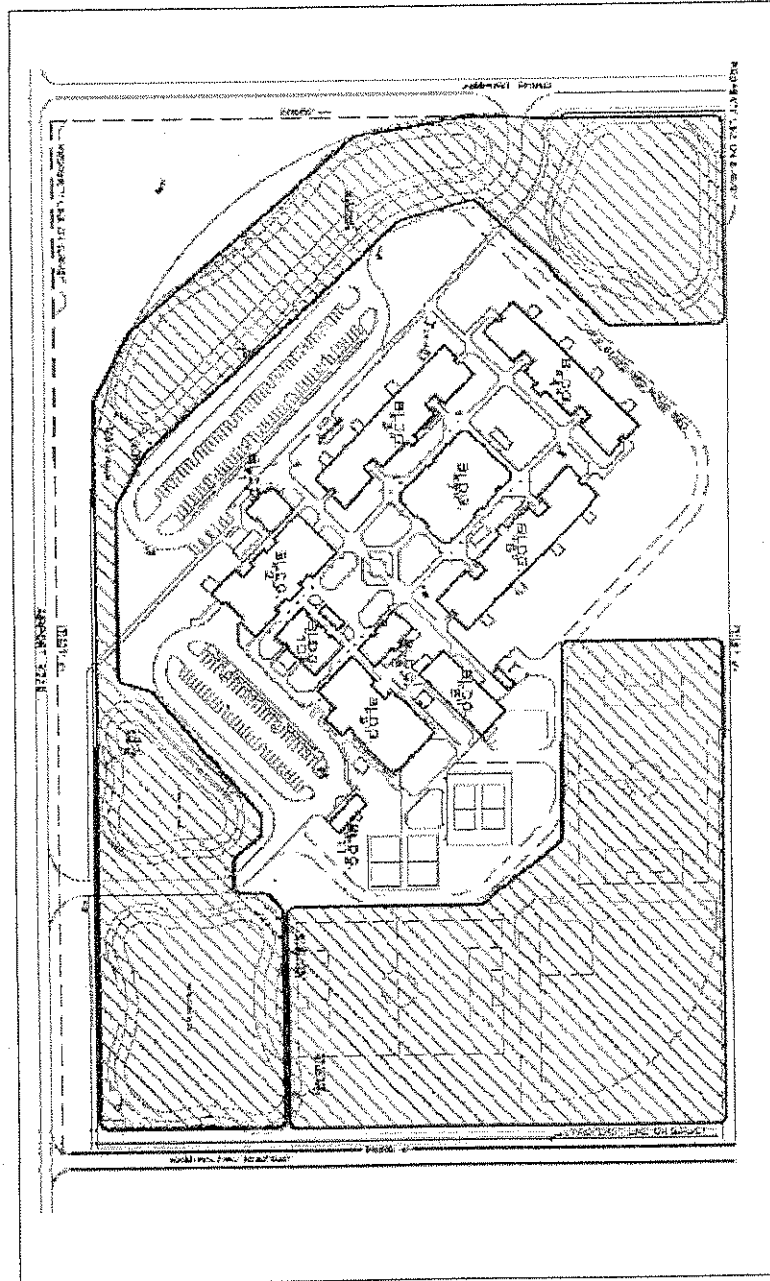
- Court resurfacing shall be the responsibility of City after such time that the existing courts are replaced.
 - Basketball net repair/replacement and striping/painting of courts.
 - Baseball field backstop repair/replacement and infield maintenance
 - Blow off tennis and basketball courts weekly.
- In the event the football field is used by City or a third party, it is the responsibility of that party to stripe and provide goal posts.
 - Renovation and maintenance of concession/storage building including but not limited to organization and clean-up of fenced area. CITY Parks and Recreation Director shall be responsible for minor repairs to building.

SCHOOL DISTRICT RESPONSIBILITIES

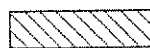
- In the event Creekside Middle School or Silver Sands Middle School is not available for the summer program, another site will be made available at the same price as provided for in Section 1 of the Interlocal Agreement.

EXHIBIT "B"

SCHOOL SITE PLANS
ATHLETIC FIELDS AND PARKING AREAS
CREEKSIDE MIDDLE SCHOOL



LEGEND

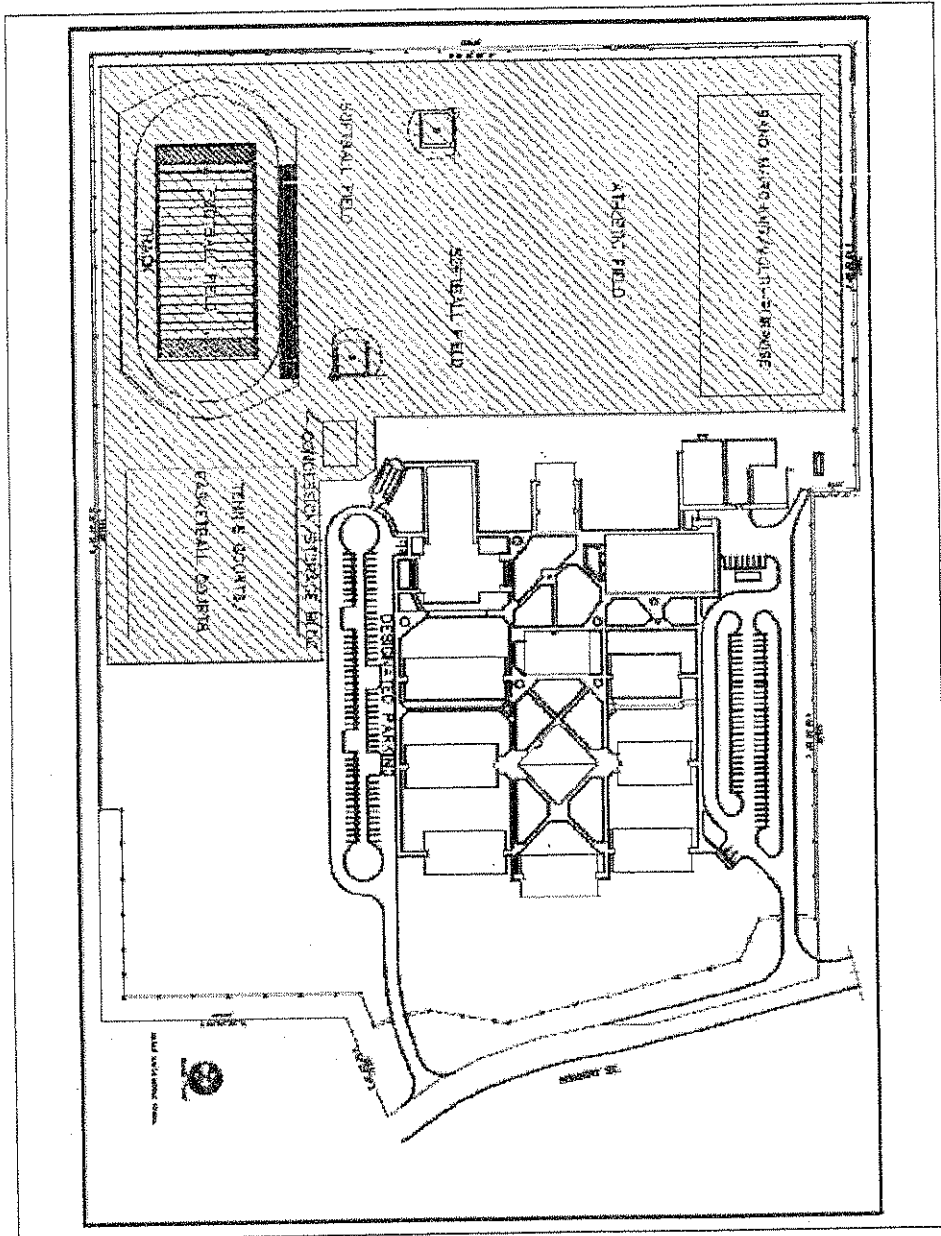


CITY MAINTAINED AREA

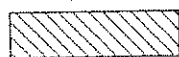
EXHIBIT "B"

SILVER SANDS MIDDLE SCHOOL

*** CITY DOES NOT MAINTAIN TRACK ***



LEGEND



CITY MAINTAINED AREA

EXHIBIT "C"
ENERGY FEES

Creekside Middle

GYM:

Electric	\$18.27/hr.
Water/Sewer	\$ 2.00/hr.

CAFETERIA:

Electric	\$ 9.24/hr.
Water/Sewer	\$ 2.00/hr.

Silver Sands Middle

GYM:

Electric	\$22.55/hr.
Water	\$ 2.00/hr.

CAFETERIA:

Electric	\$10.24/hr.
Water	\$ 2.00/hr.

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 03/15/2016

Consent item: Yes

SUBJECT: Body Cameras and Electronic Control Devices (Tasers)

DEPARTMENT: Police Services

GOAL: N/A

OBJECTIVE: N/A

RECOMMENDED MOTION: Move to approve the spending authority for the Police Department to purchase seventy (70) body cameras and seventy (70) replacement Tasers from Taser International Inc. in the amount of \$216,105.16, and authorize the Mayor and City Clerk to execute the necessary documents.

SUMMARY: The Port Orange Police Department has conducted research over the past year regarding body worn cameras and determined the cameras manufactured by Taser International, Inc. are the best product for our needs. Taser International offers unlimited cloud storage of all video/audio, a data management system, and Axon mobile application for IOS and Android devices. In addition to the body cameras, Taser International will replace the department's aging electronic control devices (Tasers) as part of the agreement. The total cost for year one is \$216,105.16.

A recurring cost of \$68,904 per year for five (5) years for digital storage and maintenance is part of the contract. The total contract price is \$491,747.83.

Funding for this project as follows:

General Funds - \$68,904 per year

Federal Forfeiture Funds - \$146,105.16- one time

Project No.: Funding Account No.: 001-3200-521.31-13
625-3200-521.64-15

ATTACHMENTS:

1.	Sole Source	Taser International Sole Source 2016.pdf
2.	Taser Agreement	Taser International Agreement.pdf
3.	Taser Quote	Taser International Quote.pdf

Grabowski, Debbie
Grimaldi, Thomas

Created/Initiated - 02/25/2016
Approved - 03/04/2016

Fye, Diana	Approved - 03/07/2016
Riehm, Tracey	Approved - 03/07/2016
Roberts, Margaret	Approved - 03/09/2016
Johansson, M. Jake	Final Approval - 03/09/2016



SOLE SOURCE JUSTIFICATION

(Waiver of Competitive Quotes / Bids)

DATE: 12-9-15

Vendor: Taser

Vendor Email: rharrell@taser.com

Commodity: Body Cameras & Electronic Control Devices (Tasers)

Fiscal year estimated expenditure for the above commodity or service: \$68904.00

Department: Police

Fiscal Year: 2016

City Contact Name: Lt. Aaron McIlrath

Phone Ext.: 5870

Check the entry below that applies to the proposed purchase. Attach a memorandum containing complete justification and support documentation.

SOLE SOURCE JUSTIFICATION

- 1) ☒ Proprietary/original manufacturer or authorized sole distributor is the only provider of parts, equipment, or service.
- A. Attach the proprietor or manufacturer's written certification that item is proprietary or OEM.
 - B. Attach the proprietor's or manufacturer's (not distributor's) written certification that no other distributor exists.
 - C. Attach a departmental memorandum (Justification of Request)
- 2) ☐ None of the above applies.
- A. Attach a departmental memorandum (Justification of Request)

JUSTIFICATION OF REQUEST: (Explain in a separate departmental memorandum).

Examples: Items are non-interchangeable

Only known source to meet department's specialized needs

Parts/equipment required for standardization

DEPARTMENT APPROVAL

The undersigned requests that competitive procurement be waived and that the vendor identified as the supplier of the service or material described in this sole source justification be authorized as a sole source for the service or material. Purchasing approval required prior to submitting for City Manager approval.

Department Head approval

Date: 1/11/16

IT approval (Software or hardware purchases only)

Date: _____

PURCHASING APPROVAL

Sole source requests shall be posted on Quote Wire for 7 business days by Purchasing. Prospective vendors shall provide information regarding their ability to supply the commodities or contractual services described. If no complaints or protests are received from vendors after seven days of posting, the sole source shall be deemed a valid request. Purchasing approval required prior to submitting for City Manager approval.

Quote Wire #: MN16-13

Date Posted: 1-12-16

Complaints/Protest (Yes/No) N

Verified by Purchasing: [Signature]

Date: 2/23/16

CITY MANAGER APPROVAL

City Manager approval

Date: 2-23-16



PORT ORANGE POLICE DEPARTMENT

Chief of Police Thomas R. Grimaldi

4545 Clyde Morris Blvd.

Port Orange, Florida 32129

ADMINISTRATIVE DIVISION

386-506-5870 Fax 386-756-5311



MEMORANDUM

To: Chief Thomas Grimaldi
From: Lt. Aaron McIlrath
Date: 12-09-15
CC:
Subject: Sole Source Justification
File: N/A

The Port Orange Police Department has conducted research over the past year concerning body worn cameras for our police officers. We have selected a camera and software product we feel best meets the needs of our officers, the city and the citizens, while protecting the interest of the Port Orange Police Department and the City of Port Orange. The quantities are not final, but the Port Orange Police Department is looking to order approximately seventy (70) Body Cameras and Electronic Control Devices.

The Port Orange Police Department believes that the Purchase of body worn cameras manufactured by Taser International is the best product for our needs. In addition to the body worn cameras, through negotiations, we were able to get Taser International to replace our aged Electronic Control Devices at a significant savings, as part of the overall contract. Taser International also has several other benefits that they offer which the other manufacturers do not offer, including unlimited Cloud storage of all video/audio, a data management system, and Axon Mobile Application for IOS and Android devices.

With that being said, the Port Orange Police Department has determined that it is neither practical nor advantageous to award the proposed contract by competitive sealed bids or proposals, and that this sole source selection is in the City of Port Orange's best interest.

First, there exists a need for body worn cameras to be implemented in a timely manner, which cannot be aptly met through a competitive bid proposal process. Second, there is only one vendor able to meet the specifications of the needed body worn cameras, related equipment, services, and Electronic Control Devices of the nature and specifications requested by the Port Orange Police Department. Thus pursuant to the purchasing policies and regulations of the city of Port Orange a sole source exemption is being requested for this purchase, to be awarded to Taser International.

Lieutenant Aaron McIlrath 2669



17800 N. 85th St., Scottsdale, Arizona 85255 * 480-991-0797 * Fax 480-991-0791 * www.TASER.com

October 13, 2015

To: United States federal, state, local and municipal law enforcement agencies

Re: Sole Source Letter for TASER International, Inc.'s Axon brand products and Evidence.com Data Management Solutions¹

A sole source justification exists because the following goods and services required to satisfy the agency's needs are only manufactured and available for purchase from TASER International.

TASER Digital Evidence Solution Description

Axon Flex Camera (DVR)

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 1 lux
- Audio tones to alert user of usage
- High, medium, and low quality recording available (customizable by the agency)
- 30-second buffering period to record footage before pressing record button
- Multiple mounting options using magnetic attachment: head, collar, shoulder, helmet, ball cap, car dash, and Oakley sunglass mounts available

Axon Flex Controller

- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- Tactical beveled button design for use in pocket

Axon Body Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 1 lux
- Audio tones to alert user of usage
- High, medium, and low quality recording available (customizable by the agency)
- 30-second buffering period to record footage before pressing record button
- Multiple mounting options using holster attachment: shirt, vest, belt, and dash mounts available
- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- Tactical beveled button design for use in pocket
- 130-degree lens

Evidence.com Dock

- Automated docking station uploads to Evidence.com services through Internet connection
- No computer necessary for secure upload to Evidence.com
- Charges and uploads simultaneously

Evidence.com Data Management System

- Software as a Service (SaaS) delivery model that allows agencies to manage and share digital evidence without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for

¹ TASER is also the sole developer and offeror of the Evidence.com data management services. Evidence.com is both a division of TASER and a data management product solution offered by TASER. Evidence.com is not a separate corporate entity.



- any local IT staff involvement
- Securely share digital evidence with other agencies or prosecutors without creating copies or requiring the data to leave your agency's domain of control
- Controlled access to evidence based on pre-defined roles and permissions and pre-defined individuals
- Password authentication includes customizable security parameters: customizable password complexity, IP-based access restrictions, and multi-factor authentication support
- Automated category-based evidence retention policies assists with efficient database management
- Ability to recover deleted evidence within 7 days of deletion
- Stores and supports all major digital file types: .mpeg, .doc, .pdf, .jpeg, etc.
- Requires NO proprietary file formats
- Ability to upload files directly from the computer to Evidence.com via an Internet browser
- Data Security: Robust Transport Layer Security (TLS) implementation for data in transit and 256-bit AES encryption for data in storage
- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least 4 redundant data centers in both the East and West regions of the United States
- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff
- Protection: With no on-site application, critical evidence stored in Evidence.com is protected from local malware that may penetrate agency infrastructure
- Stability: TASER International is a publicly traded company with stable finances and funding, reducing concerns of loss of application support or commercial viability
- Application and data protected by a CJIS and ISO 27001 compliant information security program
- Dedicated information security department that protects Evidence.com and data with security monitoring, centralized event log analysis and correlation, advanced threat and intrusion protection, and incident response capabilities
- Redact videos easily within the system, create tags, markers and clips, search 7 fields in addition to 5 category-based fields, create cases for multiple evidence files

Evidence.com for Prosecutors

- All the benefits of the standard Evidence.com services
- Ability to share information during the discovery process
- Standard licenses available for free to prosecutors working with agencies already using Evidence.com services
- Unlimited storage for data collected by Axon cameras and Evidence Mobile

Evidence Mobile Application

- Free app for IOS and Android mobile devices
- Allows users to capture videos, audio recordings, and photos and upload these files to their Evidence.com account from the field
- Allows adding metadata to these files, such as: Category, Title, Case ID, and GPS data

Axon Mobile Application

- Free app for IOS and Android mobile devices
- Allows user to view the camera feed from a paired Axon Body or Axon Flex camera in real-time
- Allows for playback of videos stored on a paired Axon Body or Axon Flex system
- Allows adding meta-data to videos, such as: Category, Title, Case ID, and GPS data

TASER Professional Services

- Dedicated implementation team
- Project management and deployment best practices aid
- Training and train-the-trainer sessions
- Integration services with other systems

TASER Customer Support

- Online and email-based support available 24/7
- Human phone-based support available Monday–Friday 7:00 AM–5:00 PM MST; support is located in Scottsdale, AZ, USA
- Library of webinars available 24/7
- Remote-location troubleshooting



TASER Axon Brand Model Numbers

1. Axon Body Camera Model: 73002 (Includes 73078, 73077, 73004)
2. Axon Body Camera Mounts:
 - Standard Alligator Clip Holster Model: 73075
 - Mini Alligator Clip Holster Model: 73076
 - Belt Clips Model: 73077
 - Bolted Z-Bracket Holster Model: 73078
 - VELCRO Z-Bracket Holster Model: 73079
 - Pocket Mount Holster Model: 73089
3. Axon Body camera full solution kit Model: 73066 (includes several Axon mounts and an iPod touch mobile digital device)
4. Axon Flex Kit Model: 73030 (Includes 73000, 73001, 73005, and 73004)
5. Axon Flex Controller Model: 73001
6. Axon Flex USB Sync Cable/Wall Charger Model: 73004
7. Axon Flex Controller Holsters:
 - Standard Uniform Clip Model: 7300
 - Mini Alligator Clip Model: 73035
 - Belt Clips Model: 73036
8. Axon Flex Camera Mounts:
 - Clip for Oakley Flak Jacket Glasses Model: 73008
 - Collar/Cap/Versatile Mount Model: 73009
 - Epaulette Mount Model: 73011
 - Helmet Mount Model: 73013
 - Low-rider Headband Medium Model: 73010
 - Low-rider Headband Large Model: 73058
 - Ballistics Vest Mount Model: 73059
 - Ratchet Collar Mount Model: 73088
 - Shoei Ratchet Helmet Mount Model: 73090
 - HJC Ratchet Helmet Mount Model: 73091
9. Axon Flex cables:
 - Straight To Right Angle 18" (45.7 cm) Model: 73022
 - Straight To Right Angle 36" (91.4 cm) Model: 73005
 - Straight To Right Angle 48" (122 cm) Model: 73023
 - Straight Angle to Right Angle 36" (91.4 cm) Coiled Model: 73067

- Straight Angle to Right Angle 48" (122 cm) Coiled Model: 73060
10. Evidence.com Dock Models:
- Evidence.com Dock – Individual Bay and Core Model: 70023
 - Evidence.com Dock – 6-Bay and Core Model: 70026
 - Core Model: 70027
 - Individual Bay Model: 70028
 - Wall Mount Bracket Assembly Model: 70033

TASER Product Packages

1. Officer Safety Plan: includes a CEW, Axon camera and Dock upgrade, and Evidence.com license and storage. See your Sales Representative for further details and Model numbers.
2. TASER Assurance Plan (TAP): Hardware extended coverage, Spare Products (for Axon cameras), and Upgrade Models, for the Axon Flex camera and controller, Axon Body camera, and Evidence.com Dock. (The TAP is available only through TASER International, Inc.)

SOLE AUTHORIZED DISTRIBUTOR FOR AXON BRAND PRODUCTS	SOLE AUTHORIZED REPAIR FACILITY FOR AXON BRAND PRODUCTS
TASER International, Inc. 17800 N. 85th Street, Scottsdale, AZ 85255 Phone: 480-905-2000 or 800-978-2737 Fax: 480-991-0791	TASER International, Inc. 17800 N. 85th Street, Scottsdale, AZ 85255 Phone: 480-905-2000 or 800-978-2737 Fax: 480-991-0791

Please contact your local TASER sales representative or call us at 1-800-978-2737 with any questions.

Sincerely,



Josh Isner
Executive Vice President, North American Sales
TASER International, Inc.

Android is a trademark of Google, Inc. Bluetooth is a trademark of the Bluetooth SIG. Flak Jacket is a trademark of Oakley, Inc. iPod Touch is a trademark of Apple Inc. IOS is a trademark of Cisco. VELCRO is a trademark of Velcro Industries, B.V.

▲ AXON and Evidence.com are trademarks of TASER International, Inc., and Axon, Axon Flex, TASER, and  are trademarks of TASER International, Inc., registered in the US and other countries. For more information, visit www.TASER.com/legal. All rights reserved. © 2015 TASER International, Inc.

User: Neals, Mick

Organization: City of Port Orange - Finance Department

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Quote Details

Quote Number MN16-18

Quote Name Taser-Axon-Evidence.com

Broadcast Date 1/12/2016 2:42:01 PM Eastern

Date Due 1/19/2016 1:00:00 PM Eastern

Delivery Requirements None specified

Shipping Notes None specified

Additional Specifications None specified

Insurance & Additional
Requirements

The Contractor shall maintain insurance during the life of this agreement and the City of Port Orange must 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 by A.M. Best's rating.

Terms & Conditions Net 30 upon receipt and approval.

Status Notes

Broadcast List
Filtered No

Commodity Codes View

Documents View

Suppliers

Line Items

0 Supplier(s) found.

Response Status:

Submitted Quote



Search

Supplier	City	Attributes	Programs	Response Status	Quote Total ▲	Delivery (days ARO)	Complete / Partial	Actions
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Subtotals will be rounded up to the nearest cent

<< Return



MASTER SERVICES AND PURCHASING AGREEMENT

between

TASER INTERNATIONAL, INC.

and

PORT ORANGE POLICE DEPARTMENT

TASER Agreement Number:

CITY Agreement Number:

Date:

MASTER SERVICES AND PURCHASING AGREEMENT

This Master Agreement (the **Agreement**) by and between TASER International, Inc., (**TASER**) a Delaware corporation having its principal place of business at 17800 N 85th Street, Scottsdale, Arizona, 85255, City of Port Orange, (**Agency**) a Florida municipal corporation, having its principal place of business at 1000 City Center Circle, Port Orange, FL 32129, is entered into as of this ____ day of _____, 2016 (**the Effective Date**).

This Agreement sets forth the ~~terms~~ and conditions for the purchase, delivery, use, and support of TASER products and services as detailed in Quote #4-44512-6 (the **Quote**), which is hereby incorporated by reference. It is the intent of the parties that this Agreement shall act as a master agreement governing all subsequent purchases by Agency of TASER Products and all subsequent quotes accepted by Agency pursuant to its established purchasing policy shall be also incorporated by reference as a Quote. In consideration of this Agreement the parties agree as follows:

1 **Term** This Agreement will commence on the Effective Date and will remain in full force and effect until terminated by either party. TASER services will not be authorized until a signed Quote or Purchase Order is received, whichever is first.

1.1 Evidence.com Subscription Term: The Initial Term of the Subscription services will begin after shipment of the Product. If shipped in 1st half of the month, the start date is on the 1st of the following month. If shipped in the last half of the month, the start date is on the 15th of the following month. Subscription Services will automatically renew for additional successive Terms of one (1) year after completion of your initial Term at the list price then in effect, unless you give us written notice of termination within sixty (60) days prior to the end of a one (1) year period.

1.2 Professional Services Term: Amounts pre-paid for professional services as outlined in the Quote and the Statement of Work in Appendix B must be used within 6 months of the Effective Date.

2 **Definitions**

"Business Day" means Monday through Friday, excluding holidays.

"Confidential Information" means all nonpublic information disclosed by us, our affiliates, business partners or our or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential.

"Documentation" means the (i) specifications, explanatory or informational materials, whether in paper or electronic form, that relate to the Services provided under this Agreement, or (ii) user manuals, technical manuals, training manuals, warnings, specification or other explanatory or informational materials, whether in paper or electronic form, that relate to the Products provided under this Agreement.

"Evidence.com Service" means our web services for Evidence.com, the Evidence.com site, EVIDENCE Sync software, EVIDENCE Mobile App, Axon® Mobile App, other software, maintenance, storage, and product or service provided by us under this Agreement for use with Evidence.com. This does not include any Third-Party Applications, hardware warranties, or the my.evidence.com services.

"Installation Site" means the location(s) where the Products are to be installed.

"Policies" means the Trademark Use Guidelines, all restrictions described on the Evidence.com site, and any other policy or terms referenced in or incorporated into this Agreement. Policies do not include whitepapers or other marketing materials.

"Products" means all TASER equipment, software, cloud based services, Documentation and software maintenance releases and updates provided by us under this Agreement.

"Quote" is an offer to sell, is valid only for products and services listed on the quote at prices on the quote. All Quotes referenced in this Agreement or issued and accepted after the Effective Date of this Agreement will be subject to the terms of this Agreement. Any terms and conditions contained within your purchase order in response to the Quote will be null and void and shall have no force or effect. We are not responsible for pricing, typographical, or other errors in any offer by us and reserve the right to cancel any orders resulting from such errors.

"Resolution Time" means the elapsed time between our acknowledgment of an issue until the problem in the Service Offerings has been resolved, which does not include time delays caused by you, your agency or by third parties outside of our reasonable control.

"Services" means the professional services provided by us pursuant to this Agreement.

"Your Content" means software, data, text, audio, video, images or other content you or any of your end users (a) run on the Evidence.com Services, (b) cause to interface with the Evidence.com Services, or (c) upload to the Evidence.com Services under your account or otherwise transfer, process, use or store in connection with your account.

- 3 **Payment Terms.** Invoices are due to be paid within 30 days of the date of invoice. All orders are subject to prior credit approval. Payment obligations are non-cancelable and fees paid are non-refundable and all amounts payable will be made without setoff, deduction, or withholding. If a delinquent account is sent to collections, you are responsible for all collection and attorneys' fees.
- 4 **Taxes.** Unless you provide us with a valid and correct tax exemption certificate applicable to your purchase and ship-to location, you are responsible for sales and other taxes associated with your order.
- 5 **Shipping; Title; Risk of Loss.** We reserve the right to make partial shipments and products may ship from multiple locations. All shipments are E.X.W. via common carrier and title and risk of loss pass to you upon delivery by the common carrier to you. Any loss or damage that occurs during shipment is TASER's responsibility. Shipping dates are estimates only.
- 6 **Returns.** All sales are final and no refunds or exchanges are allowed, except for warranty returns or as provided by state or federal law.

7 **Warranties**

7.1 Hardware Limited Warranty. TASER warrants that its law enforcement hardware products are free from defects in workmanship and materials for a period of ONE (1) YEAR from the date of receipt. Extended warranties run from the date of purchase of the extended warranty through the balance of the 1-year limited warranty term plus the term of the extended warranty measured after the expiration of the 1-year limited warranty. CEW cartridges and Smart cartridges that are expended are deemed to have operated properly. TASER-Manufactured Accessories are covered under a limited 90-DAY warranty from the date of receipt. Non-TASER manufactured accessories are covered under the manufacturer's warranty. If TASER determines that a valid warranty claim is received within the warranty period, TASER agrees to repair or replace the Product. TASER's sole responsibility under this warranty is to either repair or replace with the same or like Product, at TASER's option.

7.2 Warranty Limitations.

7.2.1 The warranties do not apply and TASER will not be responsible for any loss, data loss, damage, or other liabilities arising from: (a) damage from failure to follow instructions relating to the Product's use; (b) damage caused by use with non-TASER products or from the use of cartridges, batteries or other parts, components or accessories that are not manufactured or recommended by TASER; (c) damage caused by abuse, misuse, intentional or deliberate damage to the product, or force majeure; (d) damage to a Product or part that has been repaired or modified by persons other than TASER authorized personnel or without the written permission of TASER; or (e) if any TASER serial number has been removed or defaced.

7.2.2 **To the extent permitted by law, the warranties and the remedies set forth above are exclusive and TASER disclaims all other warranties, remedies, and conditions, whether oral or written, statutory, or implied, as permitted by applicable law. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this warranty document.**

7.2.3 **TASER's cumulative liability to any party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any TASER product will not exceed the purchase price paid to TASER for the product or if for services, the amount paid for such services over the prior 12 months preceding the claim. In no event will either party be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory**

7.3 **Warranty Returns.** If a valid warranty claim is received by TASER within the warranty period, TASER agrees to repair or replace the Product which TASER determines in its sole discretion to be defective under normal use, as defined in the Product instructions. TASER's sole responsibility under this warranty is to either repair or replace with the same or like Product, at TASER's option.

7.3.1 For warranty return and repair procedures, including troubleshooting guides, please go to TASER's websites www.taser.com/support or www.evidence.com, as indicated in the appropriate product user manual or quick start guide.

7.3.2 Before you deliver your product for warranty service, it is your responsibility to upload the data contained in the product to the EVIDENCE.com services or download the product data and keep a separate backup copy of the contents. TASER is not responsible for any loss of software programs, data, or other information contained on the storage media or any other part of the product services.

7.3.3 A replacement product will be new or like new and have the remaining warranty period of the original product or 90 days from the date of replacement or repair, whichever period is longer. When a product or part is exchanged, any replacement item becomes Purchaser's property and the replaced item becomes TASER's property.

8 **Product Warnings.** See our website at www.TASER.com for the most current product warnings.

9 **Design Changes.** We reserve the right to make changes in design of any of our products and services without incurring any obligation to notify you or to make the same change to products and services previously purchased.

10 **Insurance.** We will maintain at our own expense and in effect during the Term, Commercial General Liability Insurance, Workers' Compensation Insurance and Commercial Automobile Insurance and will furnish certificates of insurance or self-insurance upon your request.

- 11 Indemnification.** Except to the extent caused by the negligent acts, omissions or willful misconduct of you, we will indemnify, defend and hold you, your officers, directors, and employees (each Agency Indemnitee) harmless from and against all claims, demands, losses, liabilities, costs, expenses, and reasonable attorneys' fees, arising out of a claim by a third party against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct of TASER under or related to this Agreement.
- 12 Your Responsibilities.** You are responsible for (i) your or any of your end users' use of TASER Products (including any activities under your Evidence.com account and use by your employees and agents), (ii) breach of this Agreement or violation of applicable law by you or any of your end users, (iii) Your Content or the combination of Your Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third-party rights by Your Content or by the use of Your Content, (iv) a dispute between you and any third-party over your use of TASER products or the collection or use of Your Content, (v) any hardware or networks that you connect to the Evidence.com Services, and (vi) any security settings you establish to interact with or on the Evidence.com Services.
- 13 Termination**
- 13.1 By Either Party.** Either party may terminate for cause upon 30 days advance notice to the other party if there is any material default or breach of this Agreement by the other party, unless the defaulting party has cured the material default or breach within the 30-day notice period. In the event that you terminate this Agreement under this Section and we failed to cure the material breach or default, we will issue you a refund of any prepaid amounts on a prorated basis.
- 13.2 By Agency.** You are obligated to pay the fees under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during your then current fiscal year. In the event that sufficient funds will not be appropriated or are not otherwise legally available to pay the fees required under this Agreement, this Agreement may be terminated by you. You agree to deliver notice of termination under this Section at least 90 days prior to the end of the then current fiscal year.
- 13.3 Effect of Termination.** Upon any termination of this Agreement: (a) all your rights under this Agreement immediately terminate; (b) you remain responsible for all fees and charges you have incurred through the date of termination; and (c) Sections 3, 7, 8, 11, 12 and Exhibit A Sections 2, 6, 7, 9, 10 and 11 will continue to apply in accordance with their terms.
- 13.4 After Termination.** We will not delete any of Your Content as a result of a termination during the 180 days following termination. During this 180-day period you may retrieve Your Content only if you have paid all amounts due (there will be no application functionality of the Evidence.com Services during this 180-day period other than the ability for you to retrieve Your Content). You will not incur any additional fees if you download Your Content from the Evidence.com Services during this 180-day period. We have no obligation to maintain or provide any of Your Content after the 180-day period and will thereafter, unless legally prohibited, delete all of Your Content stored in the Evidence.com Services. Upon request, we will provide written proof that all of Your Content has been successfully deleted and fully removed from the Evidence.com Services.
- 13.5 Post-Termination Assistance.** We will provide you with the same post-termination data retrieval assistance that we generally make available to all customers. Requests that we provide additional assistance to you in downloading or transferring Your Content will result in additional fees from us and we will not warrant or guarantee data integrity or readability in the external system.

14 General.

- 14.1 Confidentiality.** Both parties will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of either parties Confidential Information. TASER shall notify you in writing which information, if any, it considers to be confidential. Except as required by applicable law, neither party will disclose either party's Confidential Information during the Term or at any time during the 5-year period following the end of the Term.
- 14.2 Excusable delays.** We will use commercially reasonable efforts to deliver all products and services ordered by you as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond our reasonable control we have the right to delay or terminate the delivery with reasonable notice to you.
- 14.3 Force Majeure.** Neither party will be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond the parties' reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.
- 14.4 Proprietary Information.** You agree that we have and claim various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute our products and services, and that you will not directly or indirectly cause any proprietary rights to be violated.
- 14.5 Independent Contractors.** The parties are independent contractors. Neither party, nor any of their respective affiliates, has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.
- 14.6 No Third-Party Beneficiaries.** This Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to this Agreement.
- 14.7 Non-discrimination and Equal Opportunity.** During the performance of this Agreement, we agree that neither we nor our employees will discriminate against any person, whether employed by us or otherwise, on the basis of basis of race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief. In all solicitations or advertisements for employees, agents, subcontractors or others to be engaged by us or placed by or on behalf of us, we will state all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief.
- 14.8 U.S. Government Rights.** The Evidence.com Services are provided to the U.S. Government as "commercial items," "commercial computer software," "commercial computer software documentation," and "technical data" with the same rights and restrictions generally applicable to the Evidence.com Services. If you are using the Evidence.com Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, you will immediately discontinue your use of the Evidence.com Services. The terms "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data" are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.

- 14.9 Import and Export Compliance.** In connection with this Agreement, each party will comply with all applicable import, re- import, export, and re-export control laws and regulations.
- 14.10 Assignment.** Neither party may assign or otherwise transfer this Agreement without the prior written approval of the other party. TASER may assign or otherwise transfer this Agreement or any of our rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of our assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the parties and their respective successors and assigns.
- 14.11 No Waivers.** The failure by either party to enforce any provision of this Agreement will not constitute a present or future waiver of the provision nor limit the party's right to enforce the provision at a later time.
- 14.12 Severability.** This Agreement is contractual and not a mere recital. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect.
- 14.13 Governing Law; Venue.** The laws of the state where you are physically located, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between the parties. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 14.14 Notices.** All communications and notices to be made or given pursuant to this Agreement must be in the English language. Notices provided by posting on your Evidence.com site will be effective upon posting and notices provided by email will be effective when the email was sent. Notices provided by personal delivery will be effective immediately. Contact information for notices:

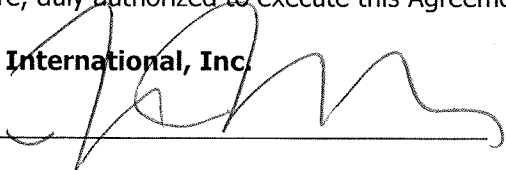
TASER: TASER International, Inc.
ATTN: Legal Department
17800 N. 85th Street
Scottsdale, Arizona 85255

AGENCY: Port Orange Police Dept.
ATTN: Chief of Police
Port Orange, FL 32129
4545 Clyde Morris Blvd.

- 14.15 Entire Agreement.** This Agreement, including the APPENDICES attached hereto, and the Policies and the quote provided by TASER, represents the entire agreement between you and TASER. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between you and TASER, whether written or verbal, regarding the subject matter of this Agreement. No modification or amendment of any portion of this Agreement will be effective unless in writing and signed by the parties to this Agreement. If we provide a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.
- 14.16 Counterparts.** If this Agreement form requires the signatures of the parties, then this Agreement may be executed by electronic signature in multiple counterparts, each of which is considered an original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed. Each party warrants and represents that its respective signatories whose signatures appear below have been and are, on the date of signature, duly authorized to execute this Agreement.

TASER International, Inc.

By: 

Name: Josh Isner

Title: EVP, Global Sales

Signature Date: 3/7/16

Address:
17800 N. 85th Street Scottsdale, AZ 85255
Attn: General Counsel
Email: legal@taser.com

Agency Name: City of Port Orange

By: _____

Name: Allen Green

Title: Mayor

Signature Date: _____

Address:
Port Orange Police Department
4545 Clyde Morris Blvd.
Port Orange, FL 32129

Attest: _____

Name: Robin L. Fenwick
Title: City Clerk

Signature Date: _____

APPENDIX A: Evidence.com Terms of Use

1. **Access Rights.** Upon the purchase or granting of a subscription from TASER and your opening of an Evidence.com account you will have access and use of the Evidence.com Services for the storage and management of and Your Content during the subscription term (**Term**). The Evidence.com Service and data storage are subject to usage limits. The Evidence.com Service may not be accessed by more than the number of end users specified in the Quote. If you become aware of any violation of this Agreement by an end user, you will immediately terminate that end user's access to Your Content and the Evidence.com Services.
2. **You Own Your Content.** You control and own all right, title, and interest in and to Your Content and we obtain no rights to Your Content. You are solely responsible for the uploading, sharing, withdrawal, management and deletion of Your Content. You consent to our limited access to Your Content solely for the purpose of providing and supporting the Evidence.com Services to you and your end users. You represent that you own Your Content; and that none of Your Content or your end users' use of Your Content or the Evidence.com Services will violate this Agreement or applicable laws.
3. **Evidence.com Data Security.**
 - 3.1. **Generally.** We will implement commercially reasonable and appropriate measures designed to secure Your Content against accidental or unlawful loss, access or disclosure and to protect against natural and man-made disasters. The physical environment in which Your Content is stored shall be a climate controlled facility. Your Content shall be backed-up and recoverable in the event that any single server or location is compromised. Your Content shall be retained in accordance with the Agency's retention schedule.
 - 3.2. We will maintain a comprehensive Information Security Program (**ISP**) that includes logical and physical access management, vulnerability management, configuration management, incident monitoring and response, encryption of digital evidence you upload, security education, risk management, and data protection. You are responsible for maintaining the security of your end user names and passwords and taking steps to maintain appropriate security and access by your end users to Your Content. Log-in credentials are for your internal use only and you may not sell, transfer, or sublicense them to any other entity or person. You agree to be responsible for all activities undertaken by you, your employees, your contractors or agents, and your end users which result in unauthorized access to your account or Your Content. Audit log tracking for the video data is an automatic feature of the Services which provides details as to who accesses the video data and may be downloaded by you at any time. You agree to contact us immediately if you believe an unauthorized third party may be using your account or Your Content or if your account information is lost or stolen.
 - 3.3. **FBI CJIS Security Addendum.** For customers based in the United States, we agree to the terms and requirements set forth in the Federal Bureau of Investigation (**FBI**) Criminal Justice Information Services (**CJIS**) Security Addendum for the Term of this Agreement.
4. **Service Commitment.** Apart from maintenance described in Section 5 below, TASER will use reasonable efforts to make the Evidence.com service available 99.9% of the time 7 days per week on a 24-hour basis. The Service Commitment does not apply to any unavailability, suspension or termination of the service, or any other Evidence.com performance issues: (a) caused by factors outside of our reasonable control, including any force majeure event, terrorism, sabotage, virus attacks, or Internet access or related problems beyond the demarcation point of the Service Offerings (including Domain Name Server issues

outside TASER's direct control); (b) that result from any actions or inactions of the Agency or any third party; (c) that result from the Agency's communication delays, including wrong, bad or missing data, improperly formatted, organized or transmitted data received, or any other data issues related to the communication or data received from or through the Agency; (d) that result from Agency equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within TASER's direct control); or (e) arising from TASER's suspension and termination of Agency's right to use the Service Offerings in accordance with this Agreement

5. Maintenance.

5.1. Scheduled maintenance will take place according to our prevailing routine maintenance schedule. Routine maintenance is currently scheduled on the fourth Tuesday of each month from 7:00 am to 8:00 pm Pacific Standard Time. Maintenance periods may periodically result in the service being unavailable. When possible, TASER will give notice 1 week prior to any changes to the maintenance schedule.

5.2. Emergency maintenance may have less than a 24-hour notification period. Emergency maintenance may be performed at any time, with or without notice as deemed necessary by TASER.

6. Our Support. We will make available to you updates as released by us to the Evidence.com Services. Updates may be provided electronically via the Internet. We will use reasonable efforts to continue supporting the previous version of any API or software for 6 months after the change (except if doing so (a) would pose a security or intellectual property issue, (b) is economically or technically burdensome, or (c) is needed to comply with the law or requests of governmental entities. You are responsible for maintaining the computer equipment and Internet connections necessary for your use of the Evidence.com Services.

7. Data Privacy. We will not disclose Your Content or any information about you except as compelled by a court or administrative body or required by any law or regulation. We will give you notice if any disclosure request is received for Your Content so you may file an objection with the court or administrative body. You agree to allow us access to certain information from you in order to: (a) perform troubleshooting services for your account at your request or as part of our regular diagnostic screenings; (b) enforce our agreements or policies governing your use of Evidence.com Services; or (c) perform analytic and diagnostic evaluations of the systems.

8. Public Records Compliance. We will 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 you in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that you 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 you, at no cost, all public records in possession of the TASER 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 you in a format that is compatible with your information technology systems.

If TASER does not comply with a public records request, you may enforce the contract provisions in accordance with this Agreement.

9. **Data Storage.** We will determine the locations of the data centers in which Your Content will be stored and accessible by your end users. For United States customers, we will ensure that all of Your Content stored in the Evidence.com Services remains within the United States including any backup data, replication sites, and disaster recovery sites. You consent to the transfer of Your Content to third parties for the purpose of storage of Your Content. Third party subcontractors responsible for storage of Your Content are contracted by us for data storage services. Ownership of Your Content remains with you.
10. **Fees and Payment.** Additional end users may be added during the Term at the pricing in effect at the time of purchase of additional end users, prorated for the duration of the Term. Additional end user accounts will terminate on the same date as the pre-existing subscriptions. We reserve the right to charge additional fees for you exceeding your purchased storage amounts or for TASER's assistance in the downloading or exporting of Your Content.
11. **Suspension of Evidence.com Services.** We may suspend your or any end user's right to access or use any portion or all of the Evidence.com Services immediately upon notice to you if we determine:
- 11.1. In accordance with the Termination provisions of the Master Service Agreement;
 - 11.2. Your or an end user's use of or registration for the Evidence.com Services (i) poses a security risk to the Evidence.com Services or any third party, (ii) may adversely impact the Evidence.com Services or the systems or content of any other customer, (iii) may subject us, our affiliates, or any third party to liability, or (iv) may be fraudulent;
 - 11.3. If we suspend your right to access or use any portion or all of the Evidence.com Services, you remain responsible for all fees and charges incurred through the date of suspension without any credits for any period of suspension. We will not delete any of Your Content on Evidence.com as a result of your suspension, except as specified elsewhere in this Agreement.
12. **Software Services Warranty.** We warrant that the Evidence.com Services will not infringe or misappropriate any patent, copyright, trademark, or trade secret rights of any third party. We disclaim any warranties or responsibility for data corruption or errors before the data is uploaded to the Evidence.com Services.
13. **IP Rights.** We own and reserve all right, title, and interest in and to the Evidence.com Services and related software and intellectual property rights. Subject to the terms of this Agreement, we grant you a limited, revocable, non-exclusive, non-sublicensable, non-transferrable license to access and use the Evidence.com Services solely in accordance with this Agreement during the Term. We own all right, title, and interest in and to any suggestions made to us and we have the right to use any suggestions without restriction.
14. **License Restrictions.** Neither you nor any of your end users may, or attempt to: (a) permit any third party to access the Evidence.com Services except as permitted in this Agreement; (b) modify, alter, tamper with, repair, or otherwise create derivative works of any of the Evidence.com Services; (c) reverse engineer, disassemble, or decompile the Evidence.com Services or apply any other process or procedure to derive the source code of any software included in the Evidence.com Services, or allow any others to do the same; (d) access or use the Evidence.com Services in a way intended to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas; (e) copy the Evidence.com Services in whole or part, except as expressly permitted in this Agreement; (f) use trade secret information contained in the Evidence.com Services, except as expressly permitted in this Agreement; (g) resell, rent, loan, or sublicense the Evidence.com Services; (h) access the Evidence.com Services in order to build a competitive product or service or copy any features, functions, or graphics of the Evidence.com Services; (i) remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of ours or our licensors on or within the Evidence.com Services or any copies of the Evidence.com Services; or (j)

use the Evidence.com Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, to store or transmit material in violation of third-party privacy rights, or to store or transmit malicious code. All licenses granted to you in this Agreement are conditional on your continued compliance this Agreement, and will immediately and automatically terminate if you do not comply with any term or condition of this Agreement. You may only use our trademarks in accordance with the TASER Trademark Use Guidelines (located at www.TASER.com).

APPENDIX B: Professional Services

- 1. Scope of Services.** The project scope will consist of the Services identified on your Quote.
- 1.1.** The Full-Service Package and Starter Package for the Axon and Evidence.com related Services are detailed below:

	Acceptance Checklist
System set up and configuration Setup Axon® Mobile on smart phones (if applicable). Configure categories & custom roles based on Agency need. Troubleshoot IT issues with Evidence.com and Evidence.com Dock (Dock) access. Work with IT to install EVIDENCE Sync software on locked-down computers (if applicable). One on-site session Included	
Dock installation Work with Agency to decide ideal location of Dock setup and set configurations on Dock if necessary. Authenticate Dock with Evidence.com using "admin" credentials from Agency. Work with Agency's IT to configure its network to allow for maximum bandwidth and proper operation within Agency's network environment. On site Assistance Included	
Dedicated Project Manager Assignment of a specific TASER representative for all aspects of planning the Product rollout (Project Manager). Ideally, the Project Manager will be assigned to the Agency 4–6 weeks prior to rollout.	
Weekly project planning meetings Project Manager will develop a Microsoft Project plan for the rollout of Axon camera units, Docks and Evidence.com account training based on size, timing of rollout and Agency's desired level of training. Up to 4 weekly meetings leading up to the Evidence.com Dock installation of not more than 30 minutes in length.	
Best practice implementation planning session—1 on-site session to: Provide considerations for establishment of video policy and system operations best practices based on TASER's observations with other agencies. Discuss importance of entering metadata in the field for organization purposes and other best practice for digital data management. Provide referrals of other agencies using the Axon camera products and Evidence.com services Create project plan for larger deployments. Recommend rollout plan based on review of shift schedules.	
System Admin and troubleshooting training sessions 2 on-site sessions—each providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Evidence.com.	
Axon instructor training Prior to general user training on Axon camera systems and Evidence.com services, TASER's on-site professional services team will provide training for instructors who can support the Agency's subsequent Axon camera and Evidence.com training needs.	
End user go live training and support sessions Provide individual device set up and configuration assistance; pairing with viewers when applicable; and training on device use, Evidence.com and EVIDENCE Sync.	
Implementation document packet Evidence.com administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide	
Post go live review session	

- 1.2.** Additional training days may be added on to any service package for additional fees set forth in

Title: Evidence.com Master Service Purchase Agreement with Exhibits
 Department: Legal
 Version: 1.13
 Release Date: 10/26/2015

your Quote.

2. **Out of Scope Services.** We are responsible to perform only the Services described on your Quote. Any additional services discussed or implied that are not defined explicitly by the Quote will be considered out of the scope.
3. **Delivery of Services.**
 - 3.1. **Hours and Travel.** Our personnel will work within normal business hours, Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays unless otherwise agreed in advance. All tasks on-site will be performed over a consecutive timeframe unless otherwise agreed to by the parties in advance. Travel time by our personnel to your premises will not be charged as work hours performed.
 - 3.2. **Changes to Services.** Changes to the scope of Services must be documented and agreed upon by the parties in a change order. Changes may require an equitable adjustment in the charges or schedule.
 - 3.3. **Delays.** If any delays are caused by you, you will be responsible for any costs incurred by us in preparing for the performance of the Services, and we will be entitled to recover these costs from you, including travel related costs. The non-performance or delay by us of our obligations under this Agreement will be excused if and to the extent the non-performance or delay results directly from the failure by you to perform your responsibilities. If any failure or delay by you to perform any of your responsibilities prevents or delays our performance of our obligations under this Agreement, we will be entitled to a reasonable extension of time to the applicable performance dates to reflect the extent of the impact of the failure or delay by you.
4. **Authorization to Access Computer Systems to Perform Services.** You authorize us to access your relevant computers and network systems solely for the purpose of performing the Services. We will work diligently to identify as soon as reasonably practicable the resources and information we expect to use, and will provide an initial itemized list to you. You are responsible for, and assume the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by you.
5. **Site Preparation and Installation.** Prior to delivering any Services, we will provide you with 1 copy of the then-current user documentation for the Services and related Products in paper or electronic form (**Product User Documentation**). The Product User Documentation will include all environmental specifications that must be met in order for the Services and related Products to operate in accordance with the Product User Documentation. Prior to the installation of Product (whether performed by you or TASER), you must prepare the Installation Site in accordance with the environmental specifications set forth in the Product User Documentation. Following the installation of the Products, you must maintain the Installation Site where the Products have been installed in accordance with the environmental specifications set forth in the Product User Documentation. In the event that there are any updates or modifications to the Product User Documentation for any Products provided by us under this Agreement, including the environmental specifications for the Products, we will provide the updates or modifications to you when they are generally released by us to our customers.
6. **Acceptance Checklist.** We will present you with an Acceptance Checklist (**Checklist**) upon our completion of the Services that will exactly mirror the description of services within this Section. You will sign the Checklist acknowledging completion of the Services once the on-site service session has been completed. If you reasonably believe that we did not complete the Services in substantial conformance with this Agreement, you must notify us in writing of your specific reasons for rejection of the Services within 7 calendar days from delivery of the Checklist to you. We will address your issues and then will re-

present the Checklist for your approval and signature. If we do not receive the signed Checklist or a written notification of the reasons for the rejection of the performance of the Services from you within 7 calendar days of delivery of the Checklist to you, the absence of your response will constitute your affirmative acceptance of the Services, and a waiver of any right of rejection.

7. **Liability for Loss or Corruption of Data.** You are responsible for: (i) instituting proper and timely backup procedures for your software and data; (ii) creating timely backup copies of any of your software or data that may be damaged, lost, or corrupted due to our provision of Services; and (iii) using backup copies to restore any of your software or data in the event of any loss of, damage to, or corruption of the operational version of your software or data, even if such damage, loss, or corruption is due to our negligence. However, regardless of any assistance provided by us: (i) we will in no way be liable for the accuracy, completeness, success, or results of your efforts to restore your software or data; (ii) any assistance provided by us under this Section is without warranty, express or implied; and (iii) in no event will we be liable for loss of, damage to, or corruption of your data from any cause.

APPENDIX C: TASER Assurance Plan

TAP has been purchased as part of the Quote attached to the Agreement. TAP's purchase price does not include any initial hardware, software and the Evidence.com services must be purchased separately. TAP provides you with hardware extended warranty coverage, Spare Products (for Axon cameras), and Upgrade Models at the end of the TAP Term. TAP only applies to the Axon flex camera and controller, Axon body camera, or Dock, depending on the plan purchased. TAP does not apply to software or services offered for, by, on, or through the TASER.com or Evidence.com websites.

- 1 **TAP Warranty Coverage.** TAP includes the extended warranty coverage described in the current hardware warranty. TAP for the Axon camera products also includes free replacement of the Axon flex controller battery and Axon body battery during the TAP Term.¹ TAP warranty coverage starts at the beginning of the TAP Term and continues as long as you continue to pay the required annual fees for TAP. You may not have both an optional extended warranty and TAP on the Axon camera/Dock product.
- 2 **TAP Term.** TAP Term start date is based upon the shipment date of the hardware covered under TAP. If the shipment of the hardware occurred in the first half of the month, then the Term starts on the 1st of the following month. If the shipment of the hardware occurred in the second half of the month, then the Term starts on the 15th of the following month.
- 3 **SPARE Axon cameras.** For TAP for Axon camera products, TASER will provide a predetermined number of spare Axon cameras (and controllers if applicable) (collectively the "Spare Products") to you to keep at your agency location to replace broken or non-functioning units in order to improve the availability of the units to officers in the field. You must return to TASER, through TASER's RMA process, any broken or non-functioning units for which a Spare Product is utilized, and TASER will repair or replace the non-functioning unit with a replacement product. TASER warrants it will repair or replace the unit which fails to function for any reason not excluded by the TAP warranty coverage, during the TAP Term with the same product or a like product, at TASER's sole option. You may not buy a new TAP for the replacement product or the Spare Product.
 - 3.1. Within 30 days of the end of the TAP Term you must return to TASER all Spare Products. You will be invoiced for and are obligated to pay to TASER the MSRP then in effect for all Spare Products not returned to TASER. If all the Spare Products are returned to TASER, then TASER will refresh your allotted number of Spare Products with Upgrade Models if you purchase a new TAP for the Upgrade Models.
- 4 **TAP Officer Safety Plan (OSP).** The Officer Safety Plan includes an Evidence.com Ultimate License, TAP for Evidence.com Dock, one TASER brand CEW with a 4-year Warranty, one CEW battery, and one CEW holster of your choice. At any time during the OSP term you may choose to receive the CEW, battery and holster by providing a \$0 purchase order. At the time you elect to receive the CEW, you may choose from any current CEW model offered. The OSP plan must be purchased for a period of 5 years. If the OSP is terminated before the end of the term and you do not receive your CEW, battery or holster, then we will have no obligation to reimburse you for those items not received. If OSP is terminated before the end of the term and you receive your CEW, battery and/or holster then (a) you will be invoiced for the remainder of the MSRP for the Products received and not already paid as part of the OSP before the termination date; or (b) only in the case of termination for non-appropriations, return the CEW, battery and holster to us within 30 days of the date of termination.

¹ Applies to replacement for batteries which fail to function for any reason not excluded by the Hardware Warranty.

- 5 **TAP Upgrade Models.** Upgrade Models to be provided as follows during and/or after the TAP Term: (i) after 3 years if you purchased 3 years of Evidence.com services/Ultimate Licenses/Unlimited Licenses and all TAP payments are made; or (ii) once after 2.5 years and once again after 5 years if you purchased 5 years of Evidence.com services/Ultimate Licenses/Unlimited Licenses/OSP and made all TAP payments. Any products replaced within the six months prior to the scheduled upgrade will be deemed the Upgrade Model. Thirty days after you receive the Upgrade Models, you must return the products to TASER or TASER will deactivate the serial numbers for the products for which you received Upgrade Models unless you purchase additional Evidence.com licenses for the Axon camera products you are keeping. You may buy a new TAP for any Upgraded Model.

5.1. TAP Axon Camera Upgrade Models.

- 5.1.1.** If you purchased TAP as a stand-alone service, then TASER will upgrade the Axon camera (and controller if applicable), free of charge, with a new on-officer video camera that is the same product or a like product, at TASER's sole option. TASER makes no guarantee that the Upgrade Model will utilize the same accessories or Dock. If you would like to change product models for the Upgrade Model, then you must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Upgrade Model and the MSRP for the model you desire to acquire. No refund will be provided if the MSRP of the new model is less than the MSRP of the offered Upgrade Model.
- 5.1.2.** If you purchased Ultimate License, Unlimited License or OSP, then TASER will upgrade the Axon camera (and controller if applicable), free of charge, with a new on-officer video camera of your choice.

- 5.2. TAP Dock Upgrade Models.** TASER will upgrade the Dock free of charge, with a new Dock with the same number of bays that is the same product or a like product, at TASER's sole option. If you would like to change product models for the Upgrade Model or add additional bays, then you must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Upgrade Model and the MSRP for the model you desire to acquire. No refund will be provided if the MSRP of the new model is less than the MSRP of the offered Upgrade Model.

- 6 **TAP Termination.** If an invoice for TAP is more than 30 days past due or your agency defaults on its payments for the Evidence.com services then TASER may terminate TAP and all outstanding Axon product related TAPs with your agency. TASER will provide notification to you that TAP coverage is terminated. Once TAP coverage is terminated, then:

- 6.1.** TAP coverage will terminate as of the date of termination and no refunds will be given.
- 6.2.** TASER will not and has no obligation to provide the free Upgrade Models.
- 6.3.** You will be invoiced for and are obligated to pay to TASER the MSRP then in effect for all Spare Products provided to you under TAP. If the Spare Products are returned within 30 days of the Spare Product invoice date, credit will be issued and applied against the Spare Product invoice.
- 6.4.** You will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TAP.

APPENDIX D: Axon Integration Services

- 1 **Term.** The term of this SOW commences on the Effective Date. The actual work to be performed by TASER is not authorized to begin until TASER receives the signed Quote or your purchase order for the Integration Services, whichever is first.
- 2 **Scope of Integration Services.** The project scope will consist of the development of an integration module that allows the EVIDENCE.com services to interact with the Agency's RMS so that Agency's licensees may use the integration module to automatically tag the AXON® recorded videos with a case ID, category, and location. The integration module will allow the Integration Module License holders to auto populate the AXON video meta-data saved to the EVIDENCE.com services based on data already maintained in the Agency's RMS. TASER is responsible to perform only the Integration Services described in this SOW and any additional services discussed or implied that are not defined explicitly by this SOW will be considered out of the scope and may result in additional fees.
- 3 **Pricing.** All Integration Services performed by TASER will be rendered in accordance with the fees and payment terms set forth in your Quote.
- 4 **Delivery of Integration Services.**
 - 4.1 **Support After Completion of the Integration Services.** After completion of the Integration Services and acceptance by the Agency, TASER will provide up to 5 hours of remote (phone or Web-based) support services at no additional charge to the Agency. TASER will also provide support services that result because of a change or modification in the EVIDENCE.com services at no additional charge as long as the Agency maintains EVIDENCE.com subscription licenses and Integration Module Licenses, and as long as the change is not required because the Agency changes its RMS. Thereafter, any additional support services provided to the Agency will be charged at TASER's then current standard professional services rate.
 - 4.2 **Changes to Services.** Changes to the scope of the Integration Services must be documented and agreed upon by the parties in a change order. If the changes cause an increase or decrease in any charges or cause a scheduling change from that originally agreed upon, an equitable adjustment in the charges or schedule will be agreed upon by the parties and included in the change order, signed by both parties.
 - 4.3 **Delays.** If any delays are caused by Agency, Agency will be responsible for any costs incurred by TASER in preparing for the performance of the Integration Services, and TASER will be entitled to recover these costs from Agency, including travel related costs. The non-performance or delay by TASER of its obligations under this SOW will be excused if and to the extent the non-performance or delay results directly from the failure by Agency to perform its responsibilities. If any failure or delay by Agency to perform any of its responsibilities prevents or delays TASER's performance of its obligations under this SOW, TASER will be entitled to a reasonable extension of time to the applicable performance dates to reflect the extent of the impact of the failure or delay by Agency.
 - 4.4 **Performance Warranty.** TASER warrants that it will perform the Integration Services in a good and workmanlike manner.
- 5 **Acceptance Checklist.** TASER will present Agency with an Acceptance Checklist (**Checklist**) upon TASER's completion of the Integration Services. Agency will sign the Checklist acknowledging completion

of the Integration Services. If Agency reasonably believes that TASER did not complete the Integration Services in substantial conformance with this SOW, Agency must notify TASER in writing of its specific reasons for rejection of the Integration Services within 7 calendar days from delivery of the Checklist to the Agency. TASER will address the Agency's issues and then will re-present the Checklist for the Agency's approval and signature. If TASER does not receive the signed Checklist or a written notification of the reasons for the rejection of the performance of the Integration Services from Agency within 7 calendar days of delivery of the Checklist to the Agency, the absence of a response will constitute Agency's affirmative acceptance of the Integration Services, and a waiver of any right of rejection.

6 Agency's Responsibilities. TASER's successful performance of the Integration Services depends upon the Agency's:

- 6.1** Making available its relevant systems, including its current RMS, for assessment by TASER (including making these systems available to TASER via remote access if possible);
- 6.2** Making any required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to TASER's performance of the Integration Services;
- 6.3** Providing access to the building facilities and where TASER is to perform the Integration Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to TASER representatives performing the Integration Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Integration Services);
- 6.4** Providing all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) necessary for TASER to provide the Integration Services;
- 6.5** Promptly installing and implementing any and all software updates provided by TASER;
- 6.6** Ensuring that all appropriate data backups are performed;
- 6.7** Providing to TASER the assistance, participation, review and approvals and participating in testing of the Integration Services as requested by TASER;
- 6.8** Providing TASER with remote access to the Agency's Evidence.com account when required for TASER to perform the Integration Services;
- 6.9** Notifying TASER of any network or machine maintenance that may impact the performance of the integration module at the Agency; and
- 6.10** Ensuring the reasonable availability by phone or email of knowledgeable staff and personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to TASER (these contacts are to provide background information and clarification of information required to perform the Integration Services).

7 Authorization to Access Computer Systems to Perform Services. Agency authorizes TASER to access Agency's relevant computers, network systems, and RMS solely for the purpose of performing the Integration Services. TASER will work diligently to identify as soon as reasonably practicable the resources and information TASER expects to use, and will provide an initial itemized list to Agency. Agency is responsible for, and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

8 Liability for Loss or Corruption of Data. Agency is responsible for: (a) instituting proper and timely backup procedures for its software and data contained in its RMS; (b) creating timely backup copies of any of its software or data in its RMS that may be damaged, lost, or corrupted due to TASER's provision of Integration Services; and (c) using backup copies to restore any of its software or data from its RMS in the event of any loss of, damage to, or corruption of the operational version of its software or data, even if such damage, loss, or corruption is due to TASER's negligence. The Section does not apply to Agency data stored on Evidence.com and covered by the MSA.

9 **Intellectual Property.** TASER owns all right, title and interest in all Product User Documentation and the software integration modules developed by TASER under this SOW. TASER grants to Agency, unless otherwise agreed in writing by the parties, a perpetual, non-revocable, royalty-free, non-exclusive, right and license to use, execute or copy, the software integration modules and Product User Documentation provided to Agency in connection with the delivery of Integration Services and in accordance with this SOW. Agency must not: (a) distribute, sell, lease, assign, license, convey, disclose, or in any other way transfer the Product User Documentation or software integration modules to any third party; (b) reproduce, modify, or use the Product User Documentation or software integration modules; or (c) reverse engineer, disassemble or otherwise de-compile any portion of the software integration modules. Except as expressly granted in this Section, no license of or right to the Product User Documentation or software integration modules is granted by TASER to the Agency directly or by implication, estoppel or otherwise.

14 **Definitions.**

"Integration Services" means the professional services provided by us pursuant to this SOW.

TASER International

Protect Life. Protect Truth.

17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737
Fax:



Aaron McIlrath

(386) 506-5814
(386) 756-5305
amcilrath@port-orange.org

Quotation

Quote: Q-44512-6
Date: 3/4/2016 9:52 AM
Quote Expiration: 3/31/2016
Contract Start Date*: 3/15/2016
Contract Term: 5 years

AX Account Number:
110634

Bill To:

Port Orange Police Department - FL
4545 South Clyde Morris Blvd
Port Orange, FL 32127
US

Ship To:

Aaron McIlrath
Port Orange Police Department - FL
1395 DUNLAWTON AVE.
Port Orange, FL 32127
US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Robert Harrell		rharrell@taser.com	Fedex - Ground	Net 30

*Note this will vary based on the shipment date of the product.

Year 1 with Hardware due net 30 days

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
70	74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	USD 399.00	USD 27,930.00	USD 27,930.00	USD 0.00
12	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	USD 35.00	USD 420.00	USD 420.00	USD 0.00
58	85130	OFFICER SAFETY PLAN YEAR 1 PAYMENT	USD 1,188.00	USD 68,904.00	USD 5,877.14	USD 63,026.86
2,320	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
70	11002	HANDLE, BLACK, CLASS III, X26P	USD 0.00	USD 0.00	USD 0.00	USD 0.00
70	11004	WARRANTY, 4 YEAR, X26P	USD 0.00	USD 0.00	USD 0.00	USD 0.00
70	11501	HOLSTER, BLACKHAWK, RIGHT, X26P	USD 0.00	USD 0.00	USD 0.00	USD 0.00
70	22010	PPM, BATTERY PACK, STANDARD, X2/ X26P	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1	85055	PREMIUM PLUS SERVICE	USD 15,000.00	USD 15,000.00	USD 75.00	USD 14,925.00
12	74008	AXON DOCK, 6 BAY + CORE, AXON BODY 2	USD 1,495.00	USD 17,940.00	USD 17,940.00	USD 0.00

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
2	74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	USD 0.00	USD 0.00	USD 0.00	USD 0.00
2	22013	KIT, DATAPORT DOWNLOAD, USB, X2/ X26P	USD 164.75	USD 329.50	USD 329.50	USD 0.00
70	44203	CARTRIDGE - 25' HYBRID	USD 27.35	USD 1,914.50	USD 9.80	USD 1,904.70
2	89005	PROFESSIONAL EVIDENCE.COM LICENSE: 5 YEAR	USD 2,340.00	USD 4,680.00	USD 702.00	USD 3,978.00
60	85114	EVIDENCE.COM INCLUDED STORAGE (GB)-5 YEAR CONTRACT	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1	88005	STANDARD EVIDENCE.COM LICENSE: 5 YEAR	USD 1,500.00	USD 1,500.00	USD 225.00	USD 1,275.00
20	85114	EVIDENCE.COM INCLUDED STORAGE (GB)-5 YEAR CONTRACT	USD 0.00	USD 0.00	USD 0.00	USD 0.00
12	85135	OFFICER SAFETY PLAN FIVE YEAR CONTRACT UPFRONT PAYMENT	USD 5,940.00	USD 71,280.00	USD 7,484.40	USD 63,795.60
480	85114	EVIDENCE.COM INCLUDED STORAGE (GB)-5 YEAR CONTRACT	USD 0.00	USD 0.00	USD 0.00	USD 0.00
70	85099	EVIDENCE.COM INTEGRATION LICENSE: 5 YEAR	USD 1,200.00	USD 84,000.00	USD 16,800.00	USD 67,200.00
Year 1 with Hardware due net 30 days Total Before Discounts:						USD 293,898.00
Year 1 with Hardware due net 30 days Discount:						USD 77,792.84
Year 1 with Hardware due net 30 days Net Amount Due:						USD 216,105.16

Year 2, due 2016

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
58	85131	OFFICER SAFETY PLAN YEAR 2 PAYMENT	USD 1,188.00	USD 68,904.00	USD 0.00	USD 68,904.00
2,320	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
Year 2, due 2016 Total Before Discounts:						USD 68,904.00
Year 2, due 2016 Net Amount Due:						USD 68,904.00

Year 3, due 2017

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
58	85132	OFFICER SAFETY PLAN YEAR 3 PAYMENT	USD 1,188.00	USD 68,904.00	USD 0.00	USD 68,904.00
2,320	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
Year 3, due 2017 Total Before Discounts:						USD 68,904.00
Year 3, due 2017 Net Amount Due:						USD 68,904.00

Year 4, due 2018

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
58	85133	OFFICER SAFETY PLAN YEAR 4 PAYMENT	USD 1,188.00	USD 68,904.00	USD 0.00	USD 68,904.00
2,320	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
Year 4, due 2018 Total Before Discounts:						USD 68,904.00
Year 4, due 2018 Net Amount Due:						USD 68,904.00

Year 5, due 2019

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
58	85134	OFFICER SAFETY PLAN YEAR 5 PAYMENT	USD 1,188.00	USD 68,904.00	USD 0.00	USD 68,904.00
2,320	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
Year 5, due 2019 Total Before Discounts:						USD 68,904.00
Year 5, due 2019 Net Amount Due:						USD 68,904.00
Subtotal						USD 491,721.16
Estimated Shipping & Handling Cost						USD 26.67
Grand Total						USD 491,747.83

Complimentary Evidence.com Tier Upgrade Through 3/31/2016

This quote contains a purchase of either the Basic or Standard Evidence.com license. You will temporarily receive the features available with the Professional license for the Basic and Standard licenses purchased until March 31, 2016. This is a free upgrade to your account so you can enjoy all the benefits of our most feature rich license tier. In April 2016 you will be prompted to select which users you would like to assign to each tier. This will have no impact on uploaded data.

Axon Pre-order

Thank you for your interest in Axon! This pre-order is a commitment to purchase Axon Body 2 and/or Axon Fleet. Axon Body 2 is available for delivery between 8-10 weeks after purchase date. Axon Fleet is available for delivery between August 1, 2016 and August 14, 2016. You will be notified if there are any delays. TASER reserves the right to make product changes without notice.

Officer Safety Plan Includes:

- Evidence.com Pro License
- Upgrades to your purchased AXON cameras and Docks at years 2.5 and 5 under TAP
- Extended warranties on AXON cameras and Docks for the duration of the Plan
- Unlimited Storage for your AXON devices and data from the Evidence Mobile App
- One TASER CEW of your choice with a 4 year extended warranty (5 years total of warranty coverage)
- One CEW holster and battery pack of your choice
- 20 GB of included storage for other digital media

Additional terms apply. Please refer to the Evidence.com Master Service Agreement for a full list of terms and conditions for the Officer Safety Plan.

TASER International, Inc.'s Sales Terms and Conditions for Direct Sales to End User Purchasers

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers or, in the alternative, TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers for Sales with Financing if your purchase involves financing with TASER. If your purchase includes the TASER Assurance Plan (TAP), then you are also agreeing to TASER's current Sales Terms and Conditions for the AXON Flex™ and AXON Body™ Cameras TASER Assurance Plan (U.S. Only) and/or Sales Terms and Conditions for the X2/X26P and TASER CAM HD Recorder TASER Assurance Plan (U.S. Only), as applicable to your product purchase. All of the sales terms and conditions, as well as, the TAP terms and conditions are posted at <http://www.taser.com/sales-terms-and-conditions>. If your purchase includes AXON hardware and/or EVIDENCE.com services you are also agreeing to the terms in the EVIDENCE.com Master Service Agreement posted at <https://www.taser.com/serviceagreement14>. If your purchase includes Professional Services, you are also agreeing to the terms in the Professional Service Agreement posted at <https://www.taser.com/professional-services-agreement>. If your purchase includes Integration Services, you are also agreeing to the terms in the SOW posted at <https://www.taser.com/integrationstatementofwork14>. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to TASER that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Signature: _____	Date: _____
Name (Print): _____	Title: _____
PO# (if needed): _____	

Quote: Q-44512-6

Please sign and email to Robert Harrell at rharrell@taser.com or fax to

THANK YOU FOR YOUR BUSINESS!

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CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 03/15/2016

Consent item: Yes

SUBJECT: First Amendment and Renewal to the Hunting Lease for Smokey Hunt Club, Inc.

DEPARTMENT: City Manager

GOAL: 1 - Infrastructure Preservation

OBJECTIVE: 1 - Develop shovel ready projects in preparation for funding opportunities

RECOMMENDED MOTION: Move to approve the First Amendment and Renewal to the Hunting Lease for Smokey Hunt Club, Inc.

SUMMARY: This hunting lease is an agreement between the City of Port Orange, the County of Volusia and the Smokey Hunt Club, Inc. The original lease was dated August, 2011 and the term was for 5 years, ending on July 31, 2016. The original agreement includes the ability to extend the agreement for 5, one year intervals.

The renewal and amendment include the following changes:

- Amendment
 - Effective March 31, 2016
 - Includes recognition of the Port Orange Police Department shooting range
 - Restricts hunting in the area near the shooting range during long range live fire training.
 - Establishes official lines of communication between the City, County and Hunt Club regarding the schedule of live fire trainings.
 - Removes areas from the lease that are no longer accessible for hunting by the Hunt Club.
 - Adds additional hunting area near the reclaimed lakes, and
 - Memorializes limitations on types of hunting certain locations.
 - Renewal
- Effective August 1, 2016 - July 31, 2017
 - Increases the rent per acre based on the language in the original lease agreement.

After the City has approved this amendment and renewal, staff will forward the signed copy to Volusia County who must approve as well.

Project No.: Funding Account No.: 420-0000-362.00-00

ATTACHMENTS:

1.	Hunt Club Lease	Hunt Club Lease.pdf
----	-----------------	---------------------

Rosen, Alan	Created/Initiated - 03/04/2016
Neff, Andrew	Approved - 03/08/2016
Johnson, Linda	Approved - 03/08/2016
Riehm, Tracey	Approved - 03/09/2016
Roberts, Margaret	Approved - 03/09/2016
Johansson, M. Jake	Final Approval - 03/09/2016

Prepared By:

Margaret T. Roberts, City Attorney
1000 City Center Circle
Port Orange, FL 32129

**FIRST AMENDMENT AND RENEWAL TO THE HUNTING LEASE
FOR SMOKEY HUNT CLUB, INC.**

THIS FIRST AMENDMENT TO THE HUNTING LEASE FOR SMOKEY HUNT CLUB, INC. ("First Amendment"), is entered into by and between the COUNTY OF VOLUSIA, a political subdivision of the State of Florida, having a mailing address of 123 W. Indiana Ave., DeLand, FL 32720, and the CITY OF PORT ORANGE, a Florida municipal corporation, having a mailing address of 1000 City Center Circle, Port Orange, FL 32129 (collectively sometimes referred to as the "Lessor" or "Managing Agencies"), and the SMOKEY HUNT CLUB, INC., a Florida corporation, whose principal address is 840 Gray Road, Cocoa, Florida 32926 ("Lessee"). The Managing Agencies and the Lessee are collectively referred to hereinafter as the "Parties."

WHEREAS, the Parties previously entered into that certain Hunting Lease dated August 4, 2011 (the "Lease"), whereby Lessee leased certain real property located in Volusia County, Florida for the purpose of hunting, picnicking and fishing recreation by its members and their guests; and

WHEREAS, the Parties desire to relocate the Port Orange Police Department Shooting Range ("POPD Shooting Range") within the leased lands ("Hunt Lease Area").

WHEREAS, it is the City's intent to keep the Hunt Lease Area accessible for lease purposes, except when the Port Orange Police Department is using the POPD Shooting Range with long range weapons.

WHEREAS, the Parties desire to renew the lease for an additional year commencing August 1, 2016.

NOW THEREFORE, the Parties hereby agree as follows:

1. The recitals stated above are true and correct and are incorporated herein by reference.
2. The POPD Shooting Range is hereby relocated to the area identified within the "Scheduled Hunt Areas" as the "POPD Shooting Range" on the attached **Exhibit "A."**
3. The City shall post the Hunt Lease Area with warning signs on the northern edge of the "Scheduled Hunt Area" within the shared city/county ownership as indicated as identified on the attached **Exhibit "A"**.
4. Once the POPD Shooting Range becomes operational, the area identified in Exhibit "A" as the Scheduled Hunt Area will be restricted periodically as identified in paragraph 5. Until the range becomes operational, the periodic restrictions in the Scheduled Hunt Area will not be implemented. It is the responsibility of the Port Orange Police Department Training Division Sergeant to email the President of the Smokey Hunt Club to inform the club as to when the range becomes operational and periodic restrictions begin. The President of the Smokey Hunt Club shall confirm receipt of the beginning of the operational period by sending a return

email confirmation to the Sergeant. The President of the Smokey Hunt Club shall notify all members that the operational period and thus periodic restrictions of hunting in the Scheduled Hunt Area have begun.

5. The Lessee shall not use or access the Scheduled Hunt Area after the operational period of the gun range begins except as specifically provided in this paragraph 5. The Lessee may conduct hunts in the Scheduled Hunt Area on Saturday, Sunday and on days when the POPD Shooting Range is not scheduled for long range firearms training based upon the Lessee's receipt of periodic written email schedules (the "Schedules") from the Port Orange Police Department Training Division Sergeant. The President of the Smokey Hunt Club shall confirm receipt of the Schedule by sending a return email confirmation to the Sergeant. The President of the Smokey Hunt Club shall coordinate and distribute the Schedule to all members for notice of the times for permitted use of the Scheduled Hunt Area. No hunting shall occur within the Scheduled Hunt Area except as authorized by this First Amendment and the Schedule. The Schedules shall be delivered in advance with at least two weeks of notice prior to implementation. The Scheduled Hunt Area shall be deemed fully restricted and closed Monday through Friday until the President receipts for each periodic email communicating the POPD Shooting Range Schedule.

6. The City shall add and remove the areas described in the attached **Exhibit "A"** to the Hunt Lease Area for hunting recreational activities. The Lessee's lease payment for all Hunt Lease Area as revised by this First Amendment is described in the attached **Exhibit "B"**.

7. The Lessee and its members shall comply with hunting restrictions as set forth in the attached **Exhibit "C"**.

8. The term of the Lease is renewed from August 1, 2016 to July 31, 2017.

9. This First Amendment shall become effective March 31, 2016, notwithstanding the date of execution by the Parties except that the new lessee's payment as described in **Exhibit "B"** shall not take effect until August 1, 2016.

10. 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
MJohansson@port-orange.org

Lessee: Smokey Hunt Club, Inc.
Robert B. Thomas, Sr., President
840 Gray Road
Cocoa, FL 32926
(407) 467-0087 (Mobile)
Patom@cfl.rr.com

Any notice or other communication given under the Lease will be in writing and delivered by hand, sent electronically (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.

11. All of the provisions of the Lease shall remain in full force and effect and shall be supplemented for the matters specifically amended herein by this First Amendment. The Lease shall survive the execution of this First Amendment.

IN WITNESS WHEREOF, the Parties have executed this First Amendment to the Hunting Lease for the Smokey Hunt Club, Inc., by and through their duly authorized representatives, on the respective dates shown below.

[THIS SPACE INTENTIONALLY LEFT BLANK]

WITNESSES:

CITY OF PORT ORANGE,
a Florida municipal corporation

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

By: _____
Allen Green, Mayor

Attest: _____
Robin L. Fenwick, CMC, City Clerk

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by ALLEN GREEN, Mayor of the CITY OF PORT ORANGE, FLORIDA, a Florida municipal corporation, and who: ☐ is personally known to me, or ☐ has produced _____ as identification.

Notary Public, State of Florida at Large
My Commission Expires:

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by ROBIN L. FENWICK, City Clerk of the CITY OF PORT ORANGE, FLORIDA, a Florida municipal corporation, and who: ☐ is personally known to me, or ☐ has produced _____ as identification.

Notary Public, State of Florida at Large
My Commission Expires:

WITNESSES:

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

COUNTY OF VOLUSIA,
a political subdivision

By: _____
Jason P. Davis, County Chair
Volusia County

Attest: _____
James Dinneen, County Manager

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by JASON P. DAVIS, as County Chair of the COUNTY OF VOLUSIA, a political subdivision, and who: ☐ is personally known to me, or ☐ has produced _____ as identification.

Notary Public, State of Florida at Large
My Commission Expires:

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by JAMES DINNEEN, as County Manager of the COUNTY OF VOLUSIA, a political subdivision, and who: ☐ is personally known to me, or ☐ has produced _____ as identification.

Notary Public, State of Florida at Large
My Commission Expires:

WITNESSES

Alan Rosen
Signature
ALAN ROSEN

Cynthia K Rivera
Signature
Cynthia K. Rivera
Printed Name

Alan Rosen
Signature
ALAN ROSEN
Printed Name

Cynthia K Rivera
Signature
Cynthia K. Rivera
Printed Name

SMOKEY HUNT CLUB, INC.,
a Florida corporation

By: Robert B Thomas
Robert B. Thomas, Sr., President

Attest: Patricia B Thomas
Patricia Thomas, Secretary/Treasurer

Date: 2/25/16

STATE OF FLORIDA
COUNTY OF VOLUSIA

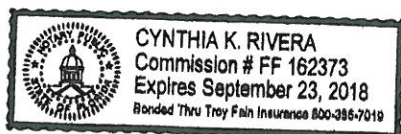
The foregoing instrument was acknowledged before me this 25 day of February, 2016, by ROBERT B. THOMAS, SR., as President of the SMOKEY HUNT CLUB, INC., a Florida corporation, and who: ☐ is personally known to me, or ☒ has produced FL Drivers License as identification.



Cynthia K Rivera
Notary Public, State of Florida at Large
My Commission Expires:

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 25 day of February, 2016, by PATRICIA THOMAS, as Secretary/Treasurer, of the SMOKEY HUNT CLUB, INC., a Florida corporation, and who: ☐ is personally known to me, or ☒ has produced FL Drivers License as identification.



Cynthia K Rivera
Notary Public, State of Florida at Large
My Commission Expires:

EXHIBIT "A"
POPD SHOOTING RANGE AND HUNT CLUB LEASE AREA

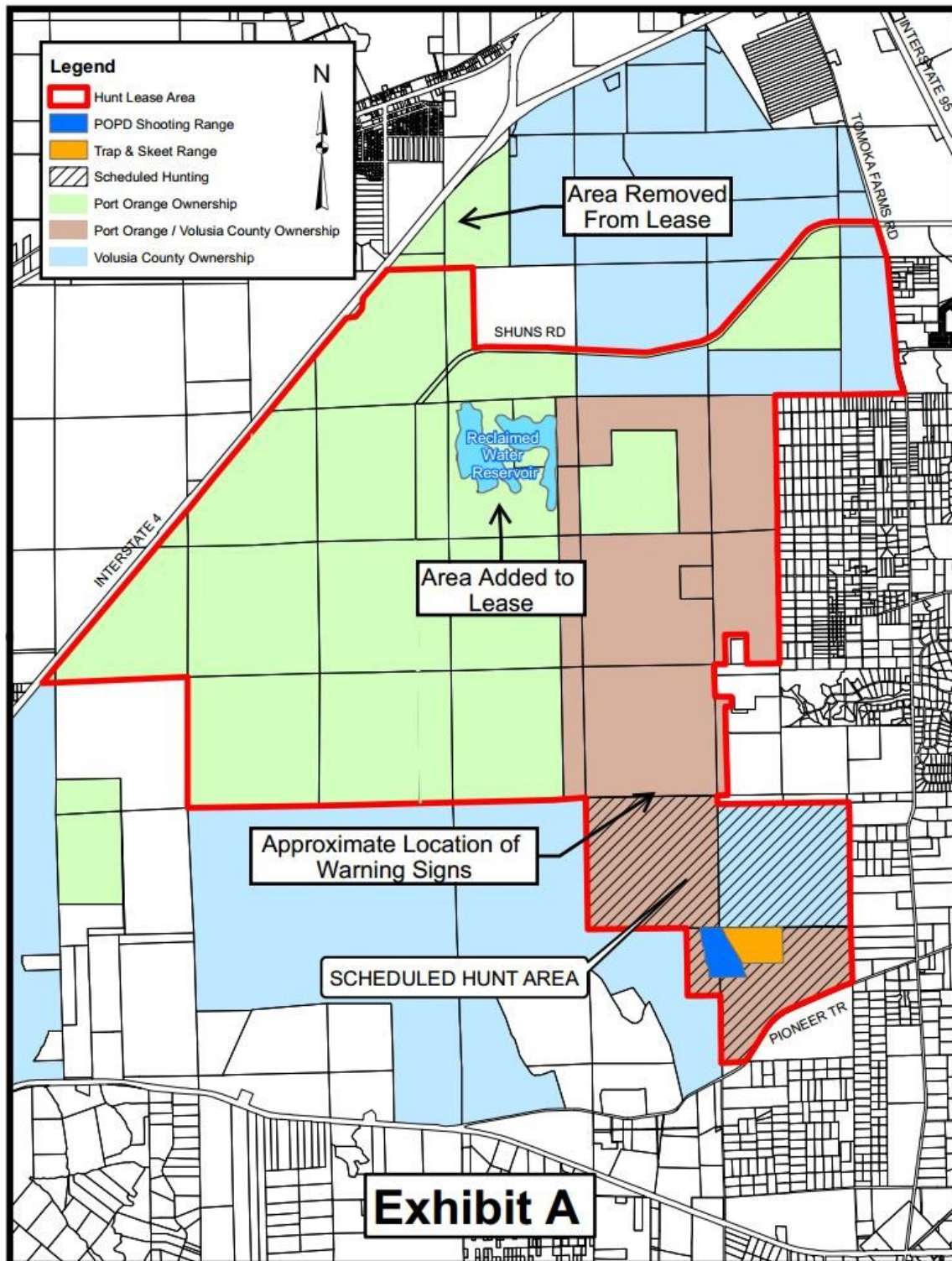


EXHIBIT “B”
FIRST AMENDMENT PAYMENT FOR LEASED HUNTING AREAS

	Wholly Owned City	City Portion of Joint	County Portion of Joint	Wholly County	Total
Acres	7,222	3,214	3,214	1,316	11,752
Cost per Acre	\$8.82	\$4.58	\$4.58	\$9.16	
Lease	\$63,683.88	\$14,724.94	\$14,724.94	\$12,058.51	\$105,192.27
Annual Lease Billed By City	\$78,408.83				
Annual Lease Billed by County	\$26,783.45				
Total Annual Lease	\$105,192.27				

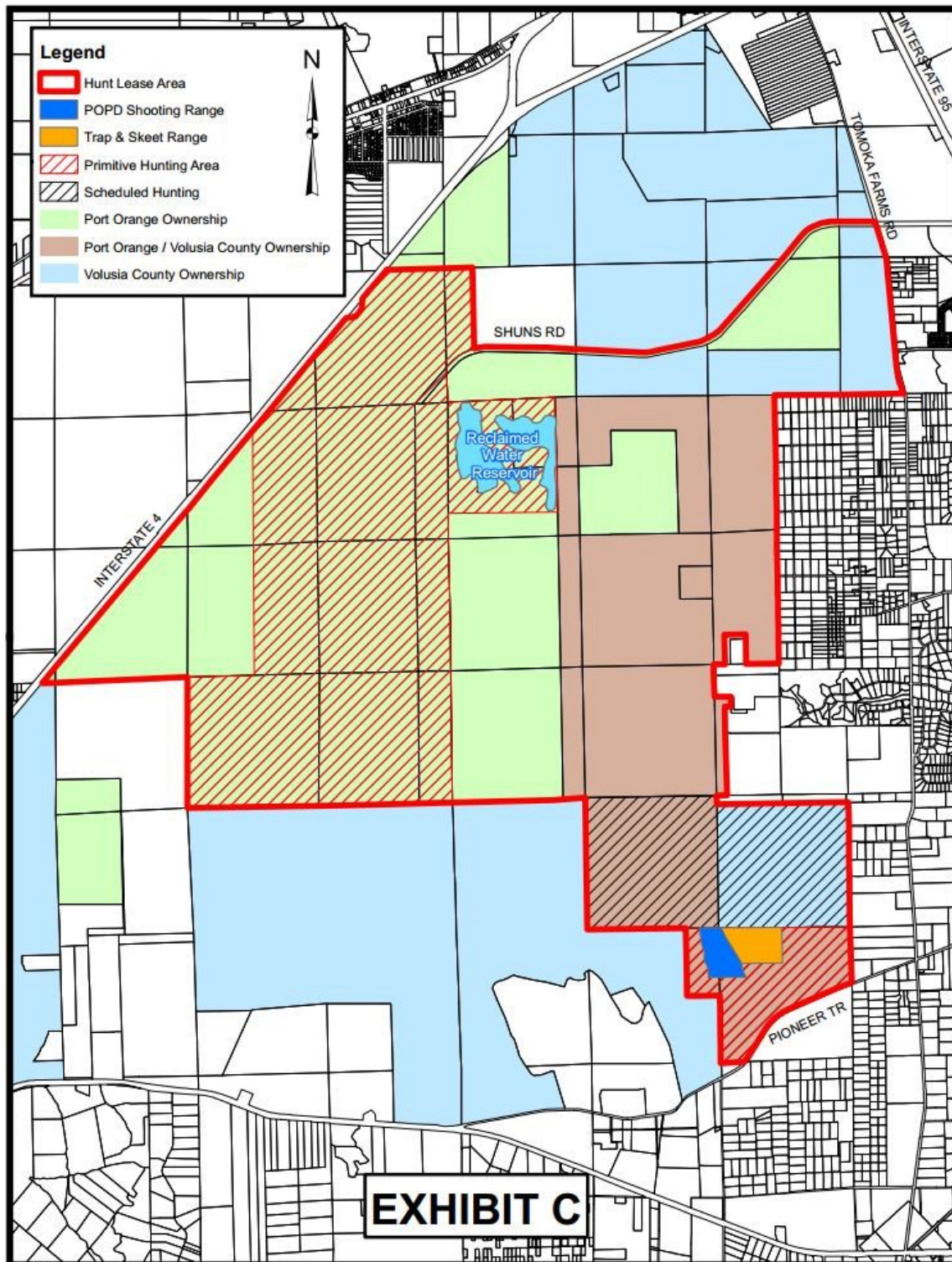
Note: These payments reflect a negotiated reduction in overall leased area in conjunction with an increased per acre cost of 7.8%. The increase of 7.8% per acre cost reflects the cumulative increase in CPI-U South Urban from January 2011 through December 2015 as allowed for in paragraph 2 of the original lease signed in 2011.

EXHIBIT "C"

HUNTING RESTRICTIONS

Hunting in the leased area is allowed to avoid starvation and parasite mortality of the wildlife and habitat degradation. The following hunting regulations are established:

1. No hunting or discharging of a firearm or primitive weapon on or across any road, or in the vicinity of any occupied premises AT ANY TIME; this includes any well building, utility pump house, storage facility, control unit, or any building or facility where City Employees or contractors might be working or might possibly be entering or exiting, any day of the week, at any time.
2. A portion of the leased land is limited to primitive weapons hunting only (archery and muzzle loaders, etc.); refer to areas identified as Primitive Hunt Areas in this Exhibit.
3. Hunting access will be by existing major roads within the Primitive Hunt Areas, Fire Lines and Trails are closed to vehicle access and ATV's are not permitted off the existing roads.
4. A buffer zone has been established within the outer boundaries of the leased land.
 - a. No Hunting within the first One Hundred yards (100 yards).
 - b. Primitive Weapons and Shot Guns only in the following One-quarter (1/4) mile. The FP&L easement closely defines the 100-yard primitive weapons/archery-only buffer zone on a portion of this property along the eastern boundary line for identification purposes.
5. Hunting season will coincide with the Florida Fish and Wildlife seasons. Harvesting records will be maintained noting kill date, weight, condition, and sex of each animal harvested. This data will be included with each annual report submitted to the City Forester. Should wildlife populations decrease, the allowable take will be adjusted to maintain healthy populations.
6. Feral Hog hunting will be open to take year round by trapping and modern gun; subject to hunting restrictions in areas identified in this Exhibit.
7. Hunting shall comply with all laws, rules, or regulations of the Florida Fish and Wildlife Conservation Commission unless more strict regulations are stated here.
8. The total number of hunt club members will be limited to a maximum of One (1) Member for every One Hundred Seventy (175) acres of leased land.





CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 03/15/2016

Consent item: Yes

SUBJECT: Amendment #1 to Interlocal Agreement for Jointly Owned Property

DEPARTMENT: City Manager

GOAL: 1 - Infrastructure Preservation

OBJECTIVE: 1 - Develop shovel ready projects in preparation for funding opportunities

RECOMMENDED MOTION: Move to approve Amendment #1 to Interlocal Agreement for Jointly Owned Property

SUMMARY: The City of Port Orange and the County of Volusia jointly own property as indicated by the peach colored areas on the map in Exhibit 3 of the attached amendment to the interlocal agreement. In July of 2006, the City and the County signed an interlocal agreement establishing the location of a future gun range for the City of Port Orange. However, based on the Smokey Hunt Club Lease that was signed in 2011, the location of the gun range was better suited in a slightly different location.

This amendment to the interlocal agreement establishes a new location for the Port Orange gun range. It establishes that the County will not be subjected to reduced revenue from the Smokey Hunt Club Lease due to the location and operations of the City's gun range. Finally it establishes communication protocols between the City and the County to ensure the safety of County and City personnel.

After the Council approves this amendment, staff will transmit the signed copy to Volusia County for their approval.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Amendment to Interlocal Agreement	Interloacal Agreement.pdf
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Rosen, Alan
Roberts, Margaret
Johansson, M. Jake

Created/Initiated - 03/04/2016
Approved - 03/09/2016
Final Approval - 03/09/2016

**Amendment No. 1 to Interlocal Agreement
For Jointly Owned Property**

This Amendment No. 1 to the Interlocal Agreement is made this ____ day of _____, 2016, by and between the CITY OF PORT ORANGE, a Florida municipal corporation, whose business address is: 1000 City Center Circle, Port Orange, Florida 32129, hereinafter referred to as “City,” and COUNTY OF VOLUSIA, a political subdivision, whose business address is: 123 West Indiana Avenue, Deland Florida 32720, hereinafter referred to as “County”.

WITNESSETH:

WHEREAS, pursuant to Section 163.01, Florida Statutes, the City and County have the authority to enter into interlocal agreements as local governmental units for the purpose of making the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage and provide services for the purposes set forth in the interlocal agreements; and

WHEREAS, the City and County executed an Interlocal Agreement dated July 20, 2006, providing for the use of jointly owned property for a City police gun range and for a County skeet and trap range; and

WHEREAS, the City and County executed a Hunting Lease Agreement dated August 4, 2011 with Smokey Hunt Club, Inc. (hereinafter referred to as “SHC”); and

WHEREAS, the City has commenced its design of the police gun range and has determined that for the safety of all persons accessing the jointly owned property, the City has requested an amendment to the Interlocal Agreement and the relocation of the police gun range as set forth hereinafter.

NOW, THEREFORE, for and in consideration of mutual covenants and agreements hereinafter contained, the City and County do hereby agree as follows:

1. The foregoing premises are true and correct and incorporated as if fully set forth herein.
2. Parcel B for the City police gun range shall be relocated to the west of the skeet and trap range as further defined in accordance with the current survey attached hereto as Exhibit “1.”

3. The city shall add lands solely owned by the city and to the Lease Agreement with SHC; said city lands shall be available to SHC for hunting recreational purposes.
4. The city and county agree to amend the lease with SHC to reflect the change in location for the city gun range and to provide additional lands to be governed by the lease agreement. The city and the county agree that the calculation for the lease revenue payable to the county shall not be adjusted as a result of the terms of this Amendment No. 1 or the amendment to the lease. The county shall continue to receive not less than the same revenue for its portion of the lease after execution of the Amendment No. 1 and the amendment to the lease.
5. All other terms and provisions of the Interlocal Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have set their hands and official seals to this Amendment No. 1 to Interlocal Agreement for Jointly Owned Property on this ____day of _____, 2016.

[THIS SPACE INTENTIONALLY LEFT BLANK]

WITNESSES (as to both):

CITY OF PORT ORANGE,
a Florida municipal corporation

Signature

By: _____
Allen Green, Mayor

Printed Name

Signature

Attest: _____
Robin L. Fenwick, CMC, City Clerk

Printed Name

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by ALLEN GREEN and ROBIN L. FENWICK, Mayor and City Clerk, respectively, of the CITY OF PORT ORANGE, FLORIDA, a Florida municipal corporation, and who: [] are personally known to me, or [] have produced _____ as identification.

Notary Public, State of Florida at Large
My Commission Expires:

COUNTY OF VOLUSIA,
a political subdivision

WITNESSES (as to both)

Signature

Printed Name

Signature

Printed Name

By: _____
Jason P. Davis, County Chair
Volusia County

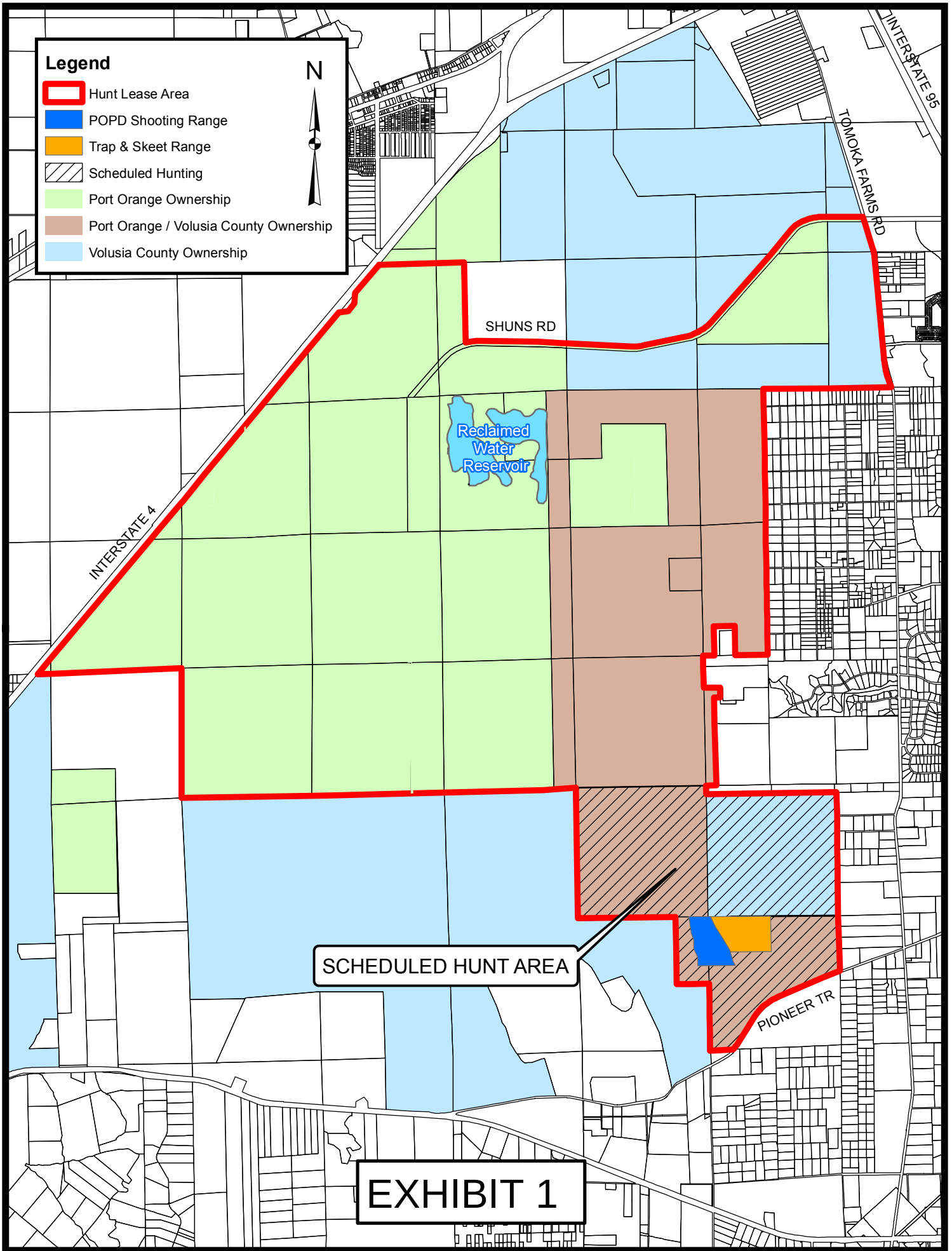
Attest: _____
James Dinneen, County Manager

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by JASON P. DAVIS and JAMES DINNEEN, as County Chair and County Manager, respectively, of the COUNTY OF VOLUSIA, a political subdivision, and who: [] are personally known to me, or [] have produced _____ as identification.

Notary Public, State of Florida at Large
My Commission Expires:





CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 03/15/2016

Consent item: No

SUBJECT: Award bid for RFP #16-11 Insurance Brokerage Services

DEPARTMENT: Administrative Services

GOAL:

OBJECTIVE:

RECOMMENDED MOTION: Move to approve the proposed agreement with brokerage firm as recommended by the committee subject to execution of a contract for services in a form approved by the city attorney.

SUMMARY:

Per the recommendation of the City Council during the April 21, 2015 City Council meeting, staff released a Request for Proposal for Insurance Brokerage Services to assist in negotiating the renewal for medical and dental insurances provided to employees by the City. The City received 8 proposals in total and a committee of 5 representatives from various departments was assembled to evaluate the proposals.

The committee conducted in depth deliberations in regard to the pricing of each proposal and how some were presented as a flat fee and others were presented as a range of commission percentages of premiums to be paid to the broker by the selected carriers. The committee decided to interview the top 2 firms as ranked by committee members. These firms were the second and third lowest bidders both of whom proposed a flat fee charge to the City. Arthur J. Gallagher & Co. at \$50,000 and Brown & Brown of Florida, Inc. at \$58,000.

The committee opted not to interview the lowest bidder, David Bishop of Assured Partners dba Dawson Companies, as the Account Executive "was actively seeking to build his new book of business". Request for a listing of previous experiences of similar engagements that the firm had performed within the last 3 years including date of project, contact person and phone number along with a brief description were not complied with in writing citing their clients' right to privacy is taken seriously and they do not release information without a client's consent. In addition, it was requested for the firm to provide their size and presence in total and as it operates in Central Florida. However, the company currently does not track or break out regional information and was only able to provide it at the state level.

After the in-person interview of Arthur J. Gallagher & Co. and Brown & Brown of Florida, Inc. the committee unanimously voted for Arthur J. Gallagher & Co. as their number 1 recommendation. They conveyed a team approach with individualized service for the uniqueness of Port Orange and were voted as one of the World's Most Ethical Companies by Ethics Sphere 4 years in a row. They are recognized in the upper 1% of

brokers and designated as a Blue Diamond Agent for Florida Blue (parent company of Florida Health Care) and have a demonstrated track record of providing cost savings plan alternatives and creative funding options. The committee considered local vendor preference however the local vendor was not within the required 8% of the lowest, most qualified bidder (Gallagher).

Staff recommends approval of a standard services agreement in the amount of \$50,000 for Employee Insurance Brokerage Services with Arthur J. Gallagher & Co. In addition, staff request that Council waive any and all bidding requirements for all lines of employee insurances in order to allow Arthur J. Gallagher & Co. to negotiate most effectively with carriers.

Project No.: Funding Account No.: 504-1000-519.31-13

ATTACHMENTS:

Carrizales, Heather	Created/Initiated - 03/01/2016
DePina, Cindy	Approved - 03/08/2016
Riehm, Tracey	Approved - 03/09/2016
Roberts, Margaret	Approved - 03/09/2016
Johansson, M. Jake	Final Approval - 03/09/2016



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 03/15/2016

Consent item: No

SUBJECT: Proposed projects for the River to Sea TPO 2016 Transportation Improvement Program Priority List

DEPARTMENT: Community Development

GOAL: 1 - Infrastructure Preservation

OBJECTIVE: 1 - Develop shovel ready projects in preparation for funding opportunities

RECOMMENDED MOTION:

Move to authorize staff to submit applications for the 2016 Priority Project ranking for transportation improvements to the River to Sea Transportation Planning Organization (TPO) as follows:

1. Yorktowne Boulevard extension from Hidden Lakes Drive to Willow Run Boulevard and intersection improvements at Willow Run Boulevard and Yorktowne Boulevard.
2. Halifax Linear Park (Multi-Purpose Trail) from Dunlawton Avenue to Commonwealth Boulevard
3. Eastbound Dunlawton Avenue right turn lane at Clyde Morris Boulevard;
4. Westbound Dunlawton Avenue right turn lane at Nova Road;
5. Riverwalk Linear Park (Multi-Purpose Trail) from Adult Activity Center Bldg. to Dunlawton Avenue
6. Improvements to the timing of the Dunlawton Avenue traffic signals from Summertrees Road to A1A (Application to be submitted by Volusia County)
7. Sidewalk Gap project to complete connectivity to schools, bus stops, parks, and retail areas along Clyde Morris Boulevard, Dunlawton Avenue, Taylor Road, and Herbert Street

SUMMARY:

Each year, the River to Sea Transportation Planning Organization (R2CTPO) issues a call to local governments to submit transportation projects, such as turn lanes, sidewalks, linear parks and traffic lights to be eligible for funding. If the projects are selected by the TPO and the City chooses to fund them, the projects will require a 10% local government match. The transportation projects submitted are to improve current roadways or sidewalk within the City. Projects previously completed under this program include the Spruce Creek Road/Dunlawton Intersection, Taylor Road/Devon Street signal, Dunlawton Avenue right turn lane at Village Trail, Herbert Street sidewalk, and Spruce Creek Trail south of Taylor Road.

The submittal of an application to the TPO is the first step for projects to be selected for the TPO's Transportation Improvement Program (TIP) and receive funding for design and construction.

Community Development staff requests City Council approval to submit applications for additional projects to be placed on the TPO's 2016 Project Priority List. This does not obligate the City to fund these projects, only to include them on the TPO priority list. Attached are maps for the projects listed below. (Exhibit A and B)

If these projects are selected and the City chooses to fund them, the projects will require up to a 10% local government match. With these projects, the City pays for the project up front and is then reimbursed. If these project are accepted, it is anticipated that the 301 Capital Projects Fund will be the initial funding source.

Yorktowne Boulevard Extension:

The project consists of constructing the Yorktowne Boulevard extension that is planned as a four-lane median divided road extending from Hidden Lakes Drive to Willow Run Boulevard including intersection improvements at the intersection with Willow Run Boulevard. The completion of Yorktowne Boulevard would provide an alternate route for vehicles to cross I-95 and relieve congestion at the I-95/ Dunlawton intersection.

There are two segments of Yorktowne Boulevard that remain to be constructed; the central segment and the north segment. The central segment is +/- 1,600 feet from Hidden Lakes Drive to the south end of the former Nautica Lakes development, along with 800' of improvements in the existing 2-3 lane section of Yorktowne Boulevard, south of Hidden Lakes Drive, including turn lanes and transition tapers in the existing section of Yorktowne Boulevard. The 100' right-of-way for this segment was dedicated to the City and the City has completed roadway design plans for this segment.

The north segment is +/- 2,000 feet from Willow Run Boulevard to the south side of the B-19 Tributary #1 crossing. The roadway design for this segment was completed in conjunction with the proposed Nautica Lakes development. The 100' right-of-way for this segment is not currently dedicated to the City.

As part of the planned Yorktowne Boulevard extension, improvements will also need to be made at the intersection with Willow Run Boulevard to accommodate the additional traffic. Staff will include this improvement in the application to the River to Sea TPO to determine if a signalized intersection, traffic circle, or other options at this intersection are feasible.

Halifax Linear Park (Multi-Purpose Trail) from Dunlawton Avenue to Commonwealth Boulevard:

The project consists of constructing a Linear Park within the existing Halifax Drive right-of-way from Dunlawton Avenue to Seminole Avenue or Main Street and parking facilities along the Linear Park.

The initial phase would begin at Dunlawton Avenue and end at Commonwealth Boulevard. The Linear Park would provide a safe multi-purpose trail for all residents to walk or bike along the Halifax River. The proposed bicycle/pedestrian path will expand

opportunities for residents to access existing parks located in the City and to the north (South Daytona Beach) and south (New Smyrna Beach) by bike or walking.

In the application, staff will request that multiple options be evaluated as part of the feasibility study:

1. Removal of the existing sidewalk along west side of Halifax Drive and construct a minimum 10' multi-purpose trail.
2. Removal of the existing sidewalk along west side of Halifax Drive, shift Halifax Drive to the west side of the right-of-way, and construct a minimum 10' multi-purpose trail along the east side of Halifax Drive adjacent to the Halifax River
3. Repurpose Halifax Drive to be one-way street and construct a minimum 10' multi-purpose trail adjacent to the Halifax River.

Parking facilities would also need to be identified and constructed to provide residents who want to drive to the Linear Park to walk or bike. As part of the application, staff will request the feasibility study look at constructing a parking lot at the former Dusk to Dawn property (4545 Ridgewood Ave.) and providing access from the parking lot to the Linear Park along Fox Place. After a Feasibility Study has been prepared, public meetings will be held to get input on the design alternatives prior to moving forward with project.

The Linear Park will be designed to serve as a local segment of the East Coast Greenway, a 3,000-mile multi-modal trail from Maine to the Florida Keys. This project will help complete the East Coast Greenway through Port Orange and Volusia County. The City is currently working on extending the East Coast Greenway Trail from South Daytona through the Riverwalk project and this application would continue it through the City. Eventually the Halifax Linear Park (Multi-Purpose Trail) will extend to the Rose Bay Bridge and into New Smyrna Beach.

Eastbound Dunlawton Avenue right turn lane at Clyde Morris Boulevard:

The project consists of constructing a right turn lane on eastbound Dunlawton Avenue at Clyde Morris Boulevard to improve movement through the intersection, specifically for vehicles turning right onto Clyde Morris Boulevard. Currently vehicles have to use a shared through/right lane when turning right onto Clyde Morris Boulevard. This intersection experiences congestion throughout the day, most notably in the morning and late afternoon. The proposed turn lane would segregate cars turning right onto Clyde Morris Boulevard from through traffic and assist in maintaining the functional capacity of Dunlawton Avenue.

Westbound Dunlawton Avenue right turn lane at Nova Road:

The project consists of constructing a right turn lane on westbound Dunlawton Avenue at Nova Road to improve movement through the intersection, specifically for vehicles turning right onto Nova Road. Currently vehicles have to use a shared through/right lane when turning right onto Nova Road. This intersection experiences congestion throughout the day, most notably in the morning and late afternoon. The proposed turn lane would segregate cars turning right onto Nova Road from through traffic and assist in maintaining the functional capacity of Dunlawton Avenue.

Riverwalk Linear Park (Multi-Purpose Trail) from Adult Activity Center to

Dunlawton Avenue:

Staff recommends withdrawal of the current Rivewalk Shared Use Path project from the TPO's Projects Ready for Funding List due to the recent changes in the desired width of the Linear Park and proposal by a private developer to construct a segment of the Linear Park. Currently, the City is in negotiations with the Riverwalk developer to construct a segment of the Linear Park between Ocean Avenue and the Adult Activity Center.

In 2014, the City submitted an application to construct a twelve (12) foot wide pedestrian trail from Riverwalk Park to Dunlawton Avenue. At the time this application was submitted, the width of the pedestrian trail was anticipated to be twelve (12) feet wide. Due to the changes to the length of the project and the increased size of the pedestrian trail, the City is required to submit a new application to be eligible for design and construction funding.

The revised project consists of constructing the southern segment of the Riverwalk Linear Park with a twenty (20) foot wide trail within the existing Halifax Drive right-of-way from Adult Activity Center Bldg. to Dunlawton Avenue.

The linear park will be designed to serve as a local segment of the East Coast Greenway, a 3,000-mile multi-modal trail from Maine to the Florida Keys. This project will help complete the East Coast Greenway through Port Orange and Volusia County.

Adaptive Traffic Signal System along Dunlawton from Summertrees Road to A1A:

This project will be submitted by Volusia County and will be for funding to purchase and install an adaptive traffic signal system along Dunlawton Avenue from A1A to Summertrees Road. An adaptive traffic signal system is a traffic management system that uses sensors strategically placed along the corridor to provide real time data to develop signal timing plans based on current traffic conditions.

Since this project is located within the City of Port Orange, Volusia County has requested the City adopt a resolution of support to be included in the application that will be submitted by Volusia County.

Sidewalk Gaps:

This project consists of filling sidewalk gaps along major roadways to enhance pedestrian connectivity to schools, bus stops, parks, and retail areas. These projects would not be submitted to the TPO as individual projects due to their small scope; therefore, they have been grouped, as a single project. Completing these gaps will improve the safety of pedestrians that walk along these major roadway corridors by eliminating the need to use the shoulder or roadway. The following sidewalk gaps have been identified to be included with this application (Exhibit B).

1. Clyde Morris Boulevard (west side) from Dunlawton Avenue to Walgreens driveway
2. Herbert Street (south side) from City Center Drive to Gulfstream Village Driveway
3. Taylor Road (north side) from Sweetwater Boulevard to Stewart Avenue
4. Taylor Road (west side) from Dunlawton Avenue to Journey's End Way.
5. Woodlake Drive (north and south side) 300' west of Clyde

Morris Boulevard

In addition to the proposed new projects, the City currently has the following projects on the TPO's 2016 Project Priority Lists.

1. Dunlawton Avenue walk light renovation and construction from Spruce Creek Road to Ridgewood Avenue
2. McDonald Road sidewalk (west side) from Sauls Street/Madeline Avenue to 6th Street
3. Victoria Gardens Boulevard sidewalk (east side) from Applevue Way to Clyde Morris Boulevard
4. Spruce Creek Road sidewalks (both sides) between Nova Road and Angelina Court
5. Riverwalk Shared Use Path
6. Dunlawton Avenue westbound right turn lane at City Center Parkway
7. Willow Run Boulevard Sidewalk (south side) from Clyde Morris Boulevard to Harms Way
8. US 1bike/pedestrian path, between the Port Orange Rose Bay Bridge and Art Center Avenue (New Smyrna Beach)
9. Herbert Street Sidewalk from Jackson Street to the FEC Railway

The following is a list of future projects staff is evaluating and plans to bring before City Council in upcoming years for approval to submit applications to the TPO. Projects recommend by the Parks and Recreation Board have been included in the list below.

Turn-Lane, Intersection, and Roadway Projects:

1. Right turn-lane addition on southbound Clyde Morris Boulevard at Willow Run Boulevard
2. Right turn-lane addition on eastbound Dunlawton Avenue at Victoria Gardens Boulevard
3. Left turn-lane on eastbound Herbert Street at Nova Road (right-of-way needed - from Giuseppe's Steel City Pizza property and residential property west of Giuseppe's)
4. Left turn-lane addition on westbound Herbert Street at City Center Drive
5. Right turn-lane on southbound Williamson Boulevard at Taylor Road
6. Modify the median on Yorktowne Boulevard between the Wawa access drive and Dunlawton Avenue to increase stacking room for the Yorktowne Boulevard northbound turn lane
7. Modify the median on Madeline Avenue between McDonald's access drive and Clyde Morris Boulevard to increase stacking room for the Madeline Avenue northbound turn lane

Sidewalks and Bike Paths:

1. Willow Run Boulevard (south side) from Tracy Drive to Chardonnay Drive
2. Willow Run Boulevard (south side) from Chardonnay Drive to Williamson Boulevard and east side of Williamson Boulevard from Willow Run Boulevard to Hockney Court including walklights
3. Commonwealth Boulevard (both sides) from Riverside Drive to Spruce Creek

Road

4. Madeline Avenue (north side) from Tradewinds Lane to Nova Road
5. Jackson Street (north or south side) from Spruce Creek Road to Dunlawton Avenue
6. Spruce Creek Road (west side) from Acorn Lane to Angelina Court
7. Spruce Creek Road (west side) from Dunlawton Avenue to Selin Circle
8. Oak Street (south side) from Dunlawton Avenue to Spruce Creek Road and Oak Street (north side) from Florida Health building to Spruce Creek Road.
9. Farmbrook Road (north or south) from Ridgewood Avenue to Nova Road
10. Williamson Boulevard (east side) from Willow Run Boulevard to Town Park subdivision and Willow Run Boulevard (north side) from Williamson Boulevard to Chardonnay Drive

Trails:

1. Halifax Linear Park (Multi-Purpose Trail), south on Riverside Drive from Commonwealth Boulevard to either Main Street or Seminole Avenue
2. Port Orange Cross Town Multi-Purpose Trail beginning at Riverwalk to west side of Port Orange

Traffic Safety Projects:

1. Traffic light at Victoria Gardens Boulevard and Clyde Morris Boulevard
2. Improving pedestrian access across the 6 current railroad crossings
3. Dunlawton Avenue walklights (replacement and fill gaps) west from Spruce Creek Road
4. Crosswalk bridge over Dunlawton Avenue (between Ridgewood Avenue and Halifax Drive) to connect the Riverwalk Linear Park (Multi-Purpose Trail) to the Halifax Linear Park (Multi-Purpose Trail)
5. Williamson Boulevard walklights from Taylor Road to I-95 overpass
6. Yorktowne Boulevard walklights from Dunlawton Avenue to Hidden Lakes Drive

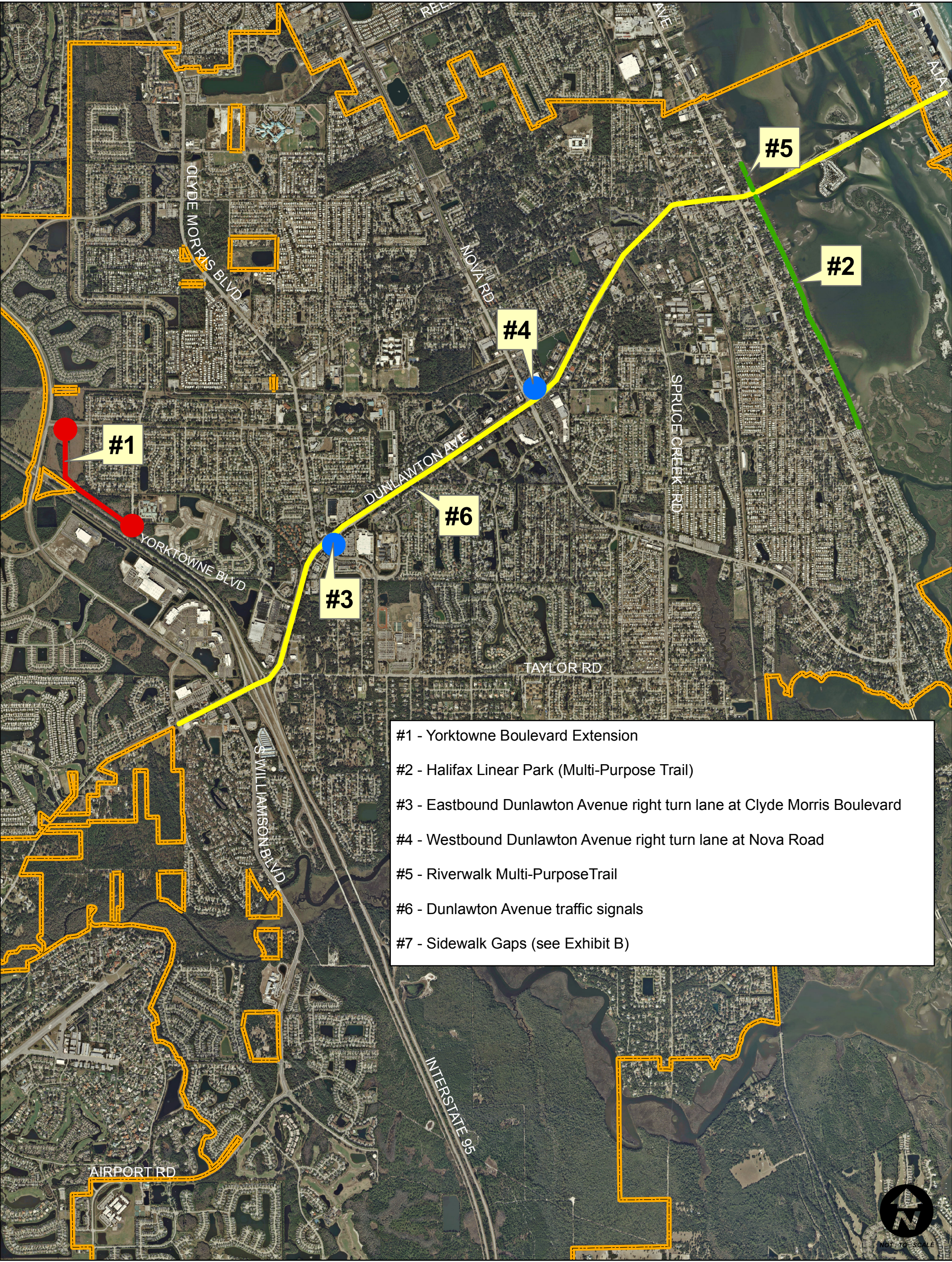
Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Exhibit A - 2016 Proposed Projects	Exhibit A.pdf
2.	Exhibit B	Exhibit B - Sidewalk_Gaps.pdf

Burman, Tim
Clark, Wayne
Johansson, M. Jake

Created/Initiated - 03/03/2016
Approved - 03/03/2016
Final Approval - 03/04/2016

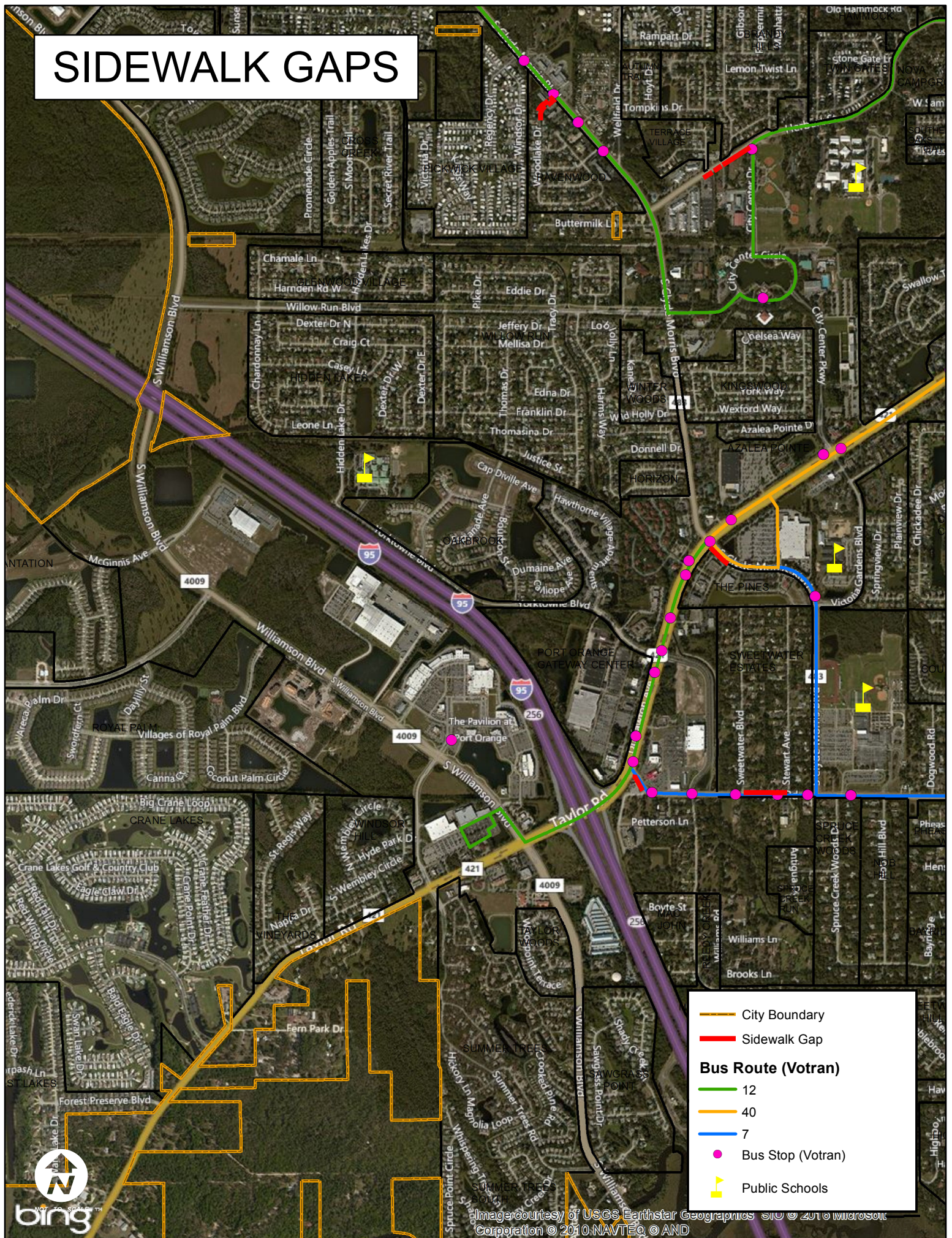


- #1 - Yorktowne Boulevard Extension
- #2 - Halifax Linear Park (Multi-Purpose Trail)
- #3 - Eastbound Dunlawton Avenue right turn lane at Clyde Morris Boulevard
- #4 - Westbound Dunlawton Avenue right turn lane at Nova Road
- #5 - Riverwalk Multi-Purpose Trail
- #6 - Dunlawton Avenue traffic signals
- #7 - Sidewalk Gaps (see Exhibit B)



NOT TO SCALE

SIDEWALK GAPS





CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 03/15/2016

Consent item: No

SUBJECT: Task Authorization No. 5 to the Master Contract for Engineering Services dated March 17, 2015 between the City of Port Orange Quentin L. Hampton, Inc.

DEPARTMENT: Public Utilities

GOAL: 1 - Infrastructure Preservation

OBJECTIVE: 4 - Enhance the infrastructure maintenance programs in order to extend the full life of capital investments

RECOMMENDED MOTION:

Move to approve Task Authorization No 5 to the Master Contract for Engineering Services with Quentin L Hampton for Engineer of Record and Design Services for the Garnsey Water Plant Sludge Feed Pumps and Filter Backwash Upgrades in an amount not to exceed \$63,820; and to authorize the Mayor and City Clerk to execute all required contract documents.

SUMMARY:

Quentin L Hampton, Inc. has prepared a scope of services and engineering fee estimate for the Garnsey Water Plant Sludge Feed Pumps and Filter Backwash Upgrades. This project replaces four (4) progressive cavity sludge feed pumps and provides for filter backwash upgrades. The backwash upgrades consist of installing two (2) centrifugal pumps with a slab enclosure for backwash water augmentation, replacing two (2) vertical turbine pumps to pump down the backwash recovery basin, and four (4) electric actuators on the existing 20" backwash interconnect valves.

The purpose of this project is to provide our operators improved filter backwash control and replace aging equipment.

This scope of services and fee estimate is based upon the established utilities contract. Allowances are included for electrical sub-consulting and printing.

This is an approved project in the CIP.

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

ATTACHMENTS:

1.	Task Authorization No 5 Documents	Task Authorization No 5 - QLH WTP Plant Upgrade.pdf
2.	Scope of Services	PO300 GWP Revised Scope of Services.pdf

Wiggins, Julia	Created/Initiated - 02/08/2016
Wiggins, Julia	Approved - 02/08/2016
Wilson, Rick	Approved - 02/08/2016
Neff, Andrew	Approved - 02/08/2016
Riehm, Tracey	Approved - 02/09/2016
Roberts, Margaret	Approved - 02/09/2016
Johansson, M. Jake	Final Approval - 03/04/2016

TASK AUTHORIZATION NO. 5
Master Contract for Engineering Services dated March 17, 2015
Between the City of Port Orange, Florida and 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 QUENTIN L. HAMPTON ASSOCIATES, INC., a Florida corporation with its principal place of business at 4401 Eastport Parkway, Port Orange, Florida 32177 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract for Engineering Services dated March 17, 2015, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services relating to the Engineer of Record and design of the Gamsey Water Plant Sludge Feed Pumps and Filter Backwash Upgrades as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization No 5 Exhibit "A."
3. Contractor shall complete the services to be provided herein within 300 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 "A" attached hereto and made a part hereof for all purposes, subject to a limit up to but not to exceed **Sixty-three Thousand Eight Hundred and Twenty dollars and no cents (\$63,820.00)**. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.
5. This Task Authorization may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Task Authorization.

[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:

QUENTIN L. HAMPTON ASSOCIATES, INC.


Printed Name: MARCIA TURNER

By: 
Brad T. Blais, President


Printed Name: Bernadette Fox

Date: 2/8/16

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____ By: _____
Allen Green, Mayor

Printed Name: _____ Date: _____

Witnesses:

ATTEST:

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

Printed Name: _____ Date: _____

[CA ____]

BRAD T. BLAIS, P.E.
DAVID A. KING, P.E.
ANDREW M. GIANNINI, P.E.
KEVIN A. LEE, P.E.

Quentin L. Hampton Associates, Inc.
Consulting Engineers
P.O. DRAWER 290247
PORT ORANGE, FLORIDA 32129-0247

TELEPHONE: (386) 761-6810
FAX: (386) 761-3977
EMAIL: qlha@qlha.com

January 27, 2016

Steve Miller
Chief Operator WTP
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

Email: stmiller@port-orange.org
Hard Copy Mailed Only on Request

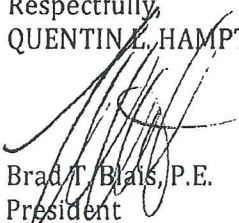
**CITY OF PORT ORANGE
GARNSEY WTP SLUDGE FEED PUMPS AND
FILTER BACKWASH UPGRADES
-REVISED-**

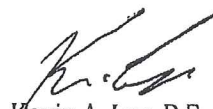
Dear Steve,

In accordance with your request, we are pleased to offer the enclosed scope of services and engineering fee estimate for the above referenced project. The design scope of this project includes civil, mechanical and electrical plans, specifications, and bidding assistance.

The enclosed engineering Scope of Services and fee estimate is based upon the established utilities contract. Allowances are included for electrical sub-consulting and printing. Thank you for this opportunity to continue to be of service. If you have additional questions, do not hesitate to call.

Respectfully,
QUENTIN L. HAMPTON ASSOCIATES, INC.


Brad T. Blais, P.E.
President


Kevin A. Lee, P.E.
Project Manager

BTB/KAL:bf

Enclosures

**SCOPE OF SERVICES
GARNSEY WTP SLUDGE FEED PUMPS AND
FILTER BACKWASH UPGRADES
CITY OF PORT ORANGE**

GENERAL:

The proposed scope of services to be provided by QLH is for design and bidding assistance for replacement of four (4) progressive cavity sludge feed pumps and filter backwash upgrades. The backwash upgrades consist of installing two (2) centrifugal pumps with a slab and enclosure for backwash water augmentation, two (2) vertical turbine pumps to pump down the backwash recovery basin installed in place of existing larger pumps, and four (4) electric actuators on existing 20" backwash interconnect valves. The construction cost estimate for this project is \$792,000.

Filter Backwash Upgrades: \$504,000 estimated construction cost.

- Install two (2) centrifugal pumps adjacent to the finish water GST to augment filter backwash. This will provide finish water from the GST instead of the distribution system.
- Install up to four (4) actuators on existing valves to direct augmentation water to each process train's clear well.
- Install two (2) vertical turbine pumps at the backwash recovery basin. Pumps will be powered by VFDs to allow process control of recovery water to minimize treatment plant flow variations.

Sludge Feed Pumps: \$288,000 estimated construction cost.

- Replace four (4) existing progressive cavity sludge feed pumps on the lower level of the sludge press building.
- Install new VFDs and pump controls.

Task A – Design Phase

During the design phase, QLH will complete the following work:

1. Preparation of design plans. Minimum plan requirements include: civil, mechanical, structural and electrical/instrumentation drawings, which accurately depict existing features and proposed improvements.
2. Preparation of Contract Documents. Contract Documents are defined in the City's General Conditions of the Construction Contract and include, but are not limited to, the Drawings, Specifications, and front-end documents (Bid Agreement, General Conditions, Supplementary Conditions and Post Bid Documentation).
3. A minimum of two review meetings with City Staff (one at approximately 60% design and one at 90% design completion).

4. Submittal of three (3) sets of plans and specifications to the City for review and comment at each of the above required design meetings.
5. Submittal of an Engineer's preliminary opinion of cost at each of the above required design meetings. Cost estimates shall be itemized with unit costs indicated as appropriate.
6. Incorporation of the City staff review comments in the Contract Documents.
7. Submittal of 90% plans to City Building Department for cursory review.
8. Prepare and submit VCHD permit application for the Public Water Supply permit. Permit fee to be paid by QLH (estimated \$1,000).
9. Furnish three sets and one electronic copy of Contract Documents to the City for staff use during construction.
10. Submit an Engineer's final estimate of cost.

Task B - Bidding Assistance

During the bidding phase, QLH will:

1. Prepare bid documents to City standards.
2. Provide plan and specification clarification, prepare and distribute addenda.
3. Attend the pre-bid meeting and prepare minutes and distribute.
4. Attend Bid Opening and collect a copy of each bid submitted.
5. Review and check the bids and prepare detailed bid tabulation.
6. Contact the low bidder and obtain references.
7. Prepare an award recommendation letter.

TASK C - ENGINEER OF RECORD

1. Review shop drawings and material certificates. Distribute reviewed shop drawings to the Contractor and the City.
2. Provide assistance on an as needed basis for significant conflict resolutions.
3. Attend monthly progress meetings.
4. Visit site as needed to address conflicts.
5. Review and answer Contractor's RFI's and change order requests.
6. Attend the substantial completion inspection.
7. Prepare final 'Certification of Completion' for FDEP.
8. Prepare construction record drawings incorporating all of the changes made during construction. Furnish City with an electronic copy of record drawings using AutoCAD format, and three (3) sets of prints.

COMPENSATION:

Task A -	Design Phase	\$47,620
Task B -	Bidding Assistance	\$4,460
Task C -	Engineer of Record	<u>\$11,740</u>
Total Tasks A-C		\$63,820

EXCLUSIONS:

This proposal excludes all laboratory testing, survey and/or expenses not specifically identified herein. Construction phase services for contract administration and inspection not included.

PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF QUENTIN L. HAMPTON ASSOCIATES, INC. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

Attachment 'A': Estimated Manhours and Fees
Project: Garnsey WTP Sludge Feed Pumps and Filter Backwash Upgrades
Date: 2/8/16

Person/Item	Hourly Rate	Project Design & Permitting		Bidding Assistance		Engineer of Record During Construction	
		Estimated Hours	Cost	Estimated Hours	Cost	Estimated Hours	Cost
Project Manager	\$ 175	24	\$ 4,200	8	\$ 1,400	0	\$ -
Project Engineer	\$ 140	80	\$ 11,200	12	\$ 1,680	40	\$ 5,600
Engineering Technician	\$ 85	40	\$ 3,400	0	\$ -	16	\$ 1,360
CADD Technician	\$ 85	200	\$ 17,000	0	\$ -	40	\$ 3,400
Administrative Aide	\$ 55	24	\$ 1,320	16	\$ 880	16	\$ 880
Construction Project Rep. (allowance)	\$ 62	0	\$ -	0	\$ -	0	\$ -
Subtotals		\$	37,120	\$	3,960	\$	11,240
Electrical Subconsultant Allowance	n/a	\$	6,000	\$	-	\$	-
Structural Subconsultant Allowance	n/a	\$	3,000	\$	-	\$	-
Permit Fee/Printing Allowance	n/a	\$	1,500	\$	500	\$	500
Subtotals		\$	10,500	\$	500	\$	500
Totals		\$	47,620	\$	4,460	\$	11,740
						\$	63,820

*Allowances will be billed at actual cost plus 10% administrative fee.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 03/15/2016

Consent item: No

SUBJECT: Waiver of Bid Irregularity and award of Bid #16-04 Professional Landscape Maintenance Services, Scope D Class G and H only to Alland, Inc. for \$40,687.96; Award of Bid #16-04, Scope A to Tif-Jen, Inc. for \$337,846.00, Bid #16-04, Scope C to Yellowstone Landscape for \$533,076.00 and Rejection of all bids for Scope B.

DEPARTMENT: Public Utilities

GOAL: 2 - Quality of Life

OBJECTIVE: 1 - Maintain existing beautification efforts and implement phases not yet complete

RECOMMENDED MOTION: Move to (1) waive bid irregularity by Alland, Inc. (2) approve the award of Professional Landscape Maintenance Services Bid #16-04 to Tif-Jen, Inc. for \$337,846.00, (3) approve award to Yellowstone Landscape for \$533,076.00, (4) approve award for Class G and H only to Alland, Inc. for \$40,687.96, and authorize the Mayor and City Clerk to execute all required documents.

SUMMARY: On February 11, 2016, the City received responses for Professional Landscape Maintenance Services Bid #16-04. Of the five bidders, Alland, Inc. was the only bidder on Scope D – Wellfield Site.

However, Alland, Inc. did not include the required bid bond in their submittal but provided the bid bond late. Accordingly, the City Council is requested to waive the bid irregularity and accept Alland, Inc.'s bid as responsive for evaluation purposes.

Based on funding availability, Scope B - Retention Ponds and Alternate Bid 1 - Palm Tree Pruning will not be awarded. Maintenance services will be provided in-house. City Council is requested to reject all bids for Scope B - Retention Ponds.

Therefore, based on bid evaluations, it is recommended that awards be made to Tif-Jen, Inc. for Scope A - Facilities for \$337,846.00, Yellowstone Landscape for Scope C - Rights of Way for \$533,076.00, and Alland, Inc. for Scope D - Wellfield Site Class G and H only for \$40,687.96, subject to the City Council's waiver of the bid irregularity stated above.

Although the total bid prices reflect one full fiscal year, available FY2016 budgeted funds will only cover services from April 1, 2016, through September 30, 2016, which will represent a projected 65% of the total bid prices. Funding will be requested in the FY2017 budget for anticipated maintenance services in FY2017. Contract documents are conditioned upon appropriation as for FY 2017 and subsequent years, if

any.

\$19,000 shortfall in Parks & Rec budget is requested from general fund reserve and is included in Budget Resolution 16-16. Although staff does not recommend using reserves for ongoing expenses as it is a violation of the fund balance policy, this use of the \$19,000 could be considered one-time funding if the Parks and Recreation budget is adopted for FY 2016-17 with a commensurate increase to cover this service. If the Council does not increase Parks and Recreation budget to cover this cost in FY 2016-17, these services will be brought back in-house and gains in efficiency of in-house staff will be lost.

Project No.: Funding Account No.: 001-4300-541.34-20
 412-1800-541.34-20
none 401-0400-535.34-20
EFM001 420-1000-536.34-20
 634-1000-580.34-20
 011-4400-572.34-20

ATTACHMENTS:

1.	Bid Package Bid 16 04 Professional Landscape Maintenance Services	Bid Package from DemandStar Bid 16-04.pdf
2.	Bid 16 04 Addendum 1	Addendum 1 Bid 16 04.pdf
3.	Bid 16 04 Addendum 2	Addendum 2 Bid 16 04.pdf
4.	Bid 16 04 Addendum 3	Addendum 3 Bid 16 04.pdf
5.	Intent to Award	ITB 16-04 Intent to Award.pdf
6.	ITB 16-04 BID Tabulation	ITB 16-04 Bid Tabulation.pdf
7.	Alland Inc Standard Contract for Services	Alland Inc Standard Contract for Services.pdf
8.	Yellowstone Landscaping-Southeast LLC Standard Contract for Services	Yellowstone Landscaping-Southeast LLC Standard Contract for Services.pdf
9.	Tif-Jen Inc Standard Contract for Services	Tif-Jen Inc Standard Contract for Services.pdf

Cockcroft, Kynah	Created/Initiated - 03/01/2016
Adumuah, Branford	Approved - 03/01/2016
Fye, Diana	Approved - 03/01/2016
Neff, Andrew	Approved - 03/04/2016
Wiggins, Julia	Approved - 03/04/2016
Wilson, Rick	Approved - 03/04/2016
Lovallo, Susan	Approved - 03/04/2016
Riehm, Tracey	Approved - 03/07/2016
Roberts, Margaret	Approved - 03/09/2016
Johansson, M. Jake	Final Approval - 03/09/2016

CITY OF PORT ORANGE, FLORIDA

**Professional Landscape Maintenance
Services
BID #16-04**



Prepared by:
City of Port Orange Purchasing Division
January 2016

Bid Release Date: January 7, 2016
Mandatory Pre-Bid Meeting Date & Time: January 22, 2016 **at 10:00 a.m.**
Last Day for Questions: January 29, 2016 **by 5:00 p.m.**
Bid Due Date & Time Envelope: February 11, 2016 **at 2:30 p.m.**

City of Port Orange, Florida
1000 City Center Circle

Port Orange, FL 32129
(386) 506-5718
dfye@port-orange.org
www.port-orange.org



SECTION 00020

Legal Notice to Bidders Bid #16-04 Professional Landscape Maintenance Services

Notice is hereby given that the City of Port Orange is accepting bids for Professional Landscape Maintenance Services. Bids will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida until **2:30 P.M. on February 11, 2016** which may be amended by addendum issued by the City. All untimely bids will not be considered and will be returned to the bidder unopened. All bids will be evaluated to ensure they contain all required forms in order to deem the bidder responsive or non-responsive. Bids will be opened and read aloud at 2:30 P.M. in council chambers.

There will be a Mandatory pre-bid meeting for the project at **10:00 A.M. (local time) on January 22, 2016** at City Hall, Council Chambers (1st floor) 1000 City Center Circle, Port Orange, Florida 32129. All bidders must attend. Failure to sign in and attend the entire mandatory pre-bid meeting shall result in disqualification of bid. The representative of each bidder shall be an authorized employee of the bidder and shall sign in accordingly. Only bidders attending a mandatory pre-bid meeting will be eligible to submit a bid.

DESCRIPTION: Grounds maintenance for Public Facilities, Rights- of -Way, Park Areas, Retention Ponds and Well Fields.

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, 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 Onvia (DemandStar) via their website at www.demandstar.com or from Diana M. Fye, CPPB, FCPA, Purchasing Manager, 1000 City Center Circle, Port Orange, Florida 32129 via email dfye@port-orange.org. All questions shall be directed **in writing** to the Purchasing Manager, Diana M. Fye, CPPB, FCPA, dfye@port-orange.org and reference "Questions on Bid #16-04 Professional Landscape Maintenance Services" in the subject line. Last day for questions will be January 29, 2016 at 5:00PM.

A certified check or bank draft, payable to the City of Port Orange, Florida or a satisfactory **bid bond** executed by the Bidder and an acceptable surety, in an amount equal to five percent (5%) of the bid shall be submitted with each bid.

NO bid shall be withdrawn for a period of ninety (90) days subsequent to the bid opening without the consent of the City of Port Orange, Florida. Upon award, the successful bidder will also be required to furnish and pay for a satisfactory contract one hundred percent (100%) Payment and Performance Bond to be recorded by the City, with the Clerk of the Circuit Court, Volusia County, Florida and to enter into a contract for services with the City of Port Orange. All bidders are required to complete and submit an original or certified copy of Certificate of Liability Insurance, the Public Entity Crime Statement, the Anti-Collusion Statement, the Drug Free Tie Bid Preference Statement, Trench Safety Affidavit, and any other document as requested in the solicitation.

No bids received after the time and date specified in the bid document 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, two (2) copies and one (1) digital (CD or flash drive) version, 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** plainly marked on the outside: "Bid #16-04 –Professional Landscape Maintenance Services".

Diana M. Fye, CPPB, FCPA, Purchasing Manager,
Legal Ad - First Time – **January 7, 2016**

SECTION 00025
TABLE OF CONTENTS
CITY OF PORT ORANGE
BID #16-04

<u>Section</u>	<u>Title</u>
00020	Invitation to Bid / Legal Notice to Bidders
00025	Table of Contents
00030	Bidder Acknowledgement Form
00040	Bidder's Checklist
00050	Bidder's Submittal Checklist
00060	Standard Purchase Definitions
00070	General Requirements for Bids
00080	Additional Information
00090	Specifications
00095	Schedule of Unit Prices
00100	Total Base Bid
00110	Local Business Affidavit
00120	Statement of Bidder's Qualifications
00130	Listing of Previous Experience
00140	Listing of Subcontractors
00150	Bid Bond
00160	Sworn Statement on Public Entity Crimes
00170	Anti-Collusion Statement
00180	Drug Free/ Tie Preference Statement
00190	Standard Contract for Services
00200	Payment & Performance Bond

SECTION 00030



City of Port Orange

Purchasing Division
1000 City Center Circle
Port Orange, Florida 32129
Telephone (386) 506-5718
Fax (386) 506-5711

BID #16-04

BIDDER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

BID TITLE: Professional Landscape Maintenance Services

BID RELEASE DATE: January 7, 2016

MANDATORY PRE-BID MEETING DATE & TIME: January 22, 2016 at 10:00 A.M. City Hall Chambers

BID DEADLINE FOR QUESTIONS: January 29, 2016 at 5:00 P.M.

BID DUE DATE & TIME: February 11, 2016 at 2:30 P.M. City Hall, City Clerk's Office

Bids Received After the Due Date And Time Will Not Be Accepted.

If returning as a "No Bid," please state reason (s): _____

BIDDER'S COMPANY NAME: _____

BIDDER'S COMPANY MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

PHONE NUMBER: _____ FEIN: _____

EMAIL: _____

ACKNOWLEDGMENT OF ADDENDA: (You must circle the correct # of addenda issued) 0 1 2 3 4 5

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. In submitting a bid to the City of Port Orange, the bidder offers and agrees that if the bid is accepted, the bidder will convey, 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 Antitrust 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 bidder.

X _____
AUTHORIZED SIGNATURE (MANUAL)

NAME (TYPED)

TITLE

DATED

SECTION 00040



City of Port Orange

Purchasing Division
1000 City Center Circle
Port Orange, Florida 32129
Telephone (386) 506-5718
Fax (386) 506-5711

BIDDER'S CHECKLIST

The 10 Most Critical Things to Keep in Mind When Responding to a Bid for the City of Port Orange

1. _____ **Read the entire document.** Note critical items such as: mandatory requirements; Supplies and/or services required; submittal dates; number of copies required for submittal; funding amount and source; contract requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
2. _____ **Note the Purchasing Manager's name, address, phone numbers and e-mail address.** This is the only person (or their designee) you are allowed to communicate with regarding the BID and is an excellent source of information for any questions you may have.
3. _____ **Attend the pre-bid conference** if one is offered. These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the City of any ambiguities, inconsistencies, or errors in the Bid.
4. _____ **Take advantage of the "question and answer" period.** Submit your questions to the Purchasing Manager by the due date listed in the Bid and view the answers given in the formal "addenda" issued for the bid. All addenda issued for a Bid are posted on www.demandstar.com website and will include all questions asked and answered concerning the bid. It is the bidder's responsibility to be sure all addenda were received.
5. _____ **Follow the format required in the Bid** when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.
6. _____ **Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don't assume the City or evaluator/evaluation ranking committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the City. The bids are evaluated based solely on the information and materials provided in your response.
7. _____ **Use the forms provided**, i.e., cover page, bid acknowledgment form, exhibits, etc.
8. _____ **Check the website for Bid addenda's.** Before submitting your response, check the DemandStar website at www.demandstar.com to determine whether any addenda were issued for the Bid. If so, you must circle for each addenda issued on the "Bidder acknowledgement form."
9. _____ **Review and read the Bid document again** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete.
10. _____ **Submit your response on time.** Note all the dates and times listed in the Bid and within the document, and be sure to submit all required items on time. Late bid responses are never accepted.

SECTION 00050

BIDDER'S SUBMITTAL CHECKLIST



City of Port Orange

Purchasing Division
1000 City Center Circle
Port Orange, Florida 32129
Telephone (386) 506-5718
Fax (386) 506-5711

This checklist is for the Bidder's use in preparing their Bid. It is not intended to include all details necessary to prepare a bid and it is not intended as a substitute for the requirements of the Specifications. Use of this checklist does not relieve the Bidder from the responsibility of meeting all requirements of the Specifications concerning the preparation of an acceptable bid.

Bidder's Submittal Checklist:

Envelope: (1) original, (2) copies and (1) digital (CD or flash drive) version of the bid (tabbed, indexed, and placed in the following order)

- ☐ 1. Table of Contents (Section 00025)
- ☐ 2. Bidder Acknowledgement Form: (Section 00030)
- ☐ 3. Insurance certificates: Submit a copy (Section 00080)
- ☐ 4. Statement of Bidder's Qualifications (Section 00120)
- ☐ 5. Listing of Previous Experience: (Section 00130)
- ☐ 6. Subcontractors List: (Section 00140)
- ☐ 7. Bid Bond (Section 00150)
- ☐ 8. Public Entity Crime Statement: (Section 00160)
- ☐ 9. Anti-Collusion Statement (Section 00170)
- ☐ 10. Drug Free/Tie Preference Statement (Section 00180)
- ☐ 11. License (Contractor, Sunbiz, etc)
- ☐ 12. Permits / FL Certified Contractor's License
- ☐ 13. Schedule of Unit Prices: (Section 00095)
- ☐ 14. Total Base Bid: (Section 00100)
- ☐ 15. Local Business Affidavit (Section 00110 -optional)

SECTION 00060

CITY OF PORT ORANGE PURCHASING DIVISION

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 means a written instrument issued by the Contract Awarding Authority that modifies or clarifies the Solicitation prior to the Due Date. "Addenda" is the plural form of the word.
2. Alternate Bid means multiple Bids with substantive variations from the same Bidder in response to a Solicitation.
3. 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.
4. Bid is a complete, properly signed response to an invitation for bid, which if accepted, would bind the Bidder to perform the resultant Contract.
5. Bidder is a person, firm, or entity that submits a Bid in response to a Solicitation. Any Bidder may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status.
6. Bid Guaranty guarantees that the Bidder (a) will not withdraw the Bid within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Bidder upon execution of a Contract.
7. Bids are responses to an Invitation for Bids.
8. City means the City of Port Orange.
9. Construction means the construction, repair, rehabilitation, alteration, conversion or extension of building, parks, utilities, streets or other improvements or alterations to real property.
10. Contractor means the person, firm or entity selling goods or services to the City under a Contract.
11. Deliverables means the goods, products, materials, and/or services to be provided to the City by a Bidder.
12. Due Date means the date and time specified for receipt of Bids.
13. Goods are supplies, materials, or equipment.
14. Invitation for Bid (IFB) or Bid means a Solicitation requesting pricing for a specified Good or Service which has been advertised for Bid in a newspaper.
15. Lowest Responsible Bid means the Bid meeting all requirements of the specifications, terms, and conditions of the Invitation for 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.
16. Lowest Responsible Bidder means the Bidder submitting Lowest Responsible Bid.
17. Non-Professional Services are services performed that are not of a professional nature such as lawn care, security, janitorial, etc.
18. 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 for Bid, a proposal submitted in response to a Request for Proposal, a quote submitted in response to a Request for Quotation, or a statement of qualifications and interest submitted in response to a Request for Qualifications.
19. Pre-Bid Conference means a conference conducted by the Purchasing Office, held in order to allow Bidders to ask questions about the proposed Contract and particularly the Contract specifications.
20. 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."
21. 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.
22. Services include all work or labor performed for the City on an independent contractor basis other than construction.
23. Solicitation means, as applicable, an Invitation for Bid, Request for Proposal, Request for Qualifications or a Request for Quotation.
24. Subcontractor means a person, firm or entity providing goods or services to a Bidder to be used in the performance of the Bidder's obligations under the Contract.
25. 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.

SECTION 00070

CITY OF PORT ORANGE PURCHASING DIVISION

GENERAL REQUIREMENTS FOR BID

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 bids; 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 bid 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. ADDENDA

When specifications are revised, the CITY of PORT ORANGE Purchasing Division will issue an addendum addressing the nature of the change. Bidders should acknowledge all addenda by circling the quantity of addenda received on the "bidder acknowledgment form" and include it in the returned bid package. Failure to acknowledge the correct number of addenda issued may result in rejection of the bid. It is the responsibility of the bidder 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 will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Proposal Due Date. Proposers should not rely on any representations, statements or explanations other than those made in this RFP or in any addendum to the BID/RFP. Where there appears to be a conflict between the BID/RFP and any addenda issued, the last addendum issued shall prevail.

3. ANTI-COLLUSION STATEMENT

By submitting this bid, the bidder affirms that this bid is without previous understanding, agreement, or connection with any person, business, or corporation submitting a bid for the same materials, supplies, or equipment, and that this bid is in all respects fair, and without collusion or fraud. Additionally, bidder agrees to abide by all conditions of this bid and certifies that they are authorized to sign this bid for the bidder. In submitting a bid to the City of Port Orange, the bidder offers and agrees that if the bid is accepted, the bidder will 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 bidder.

4. APPLICABLE LAWS

In connection with the furnishing of supplies or performance of work under the Contract, the Proposer agrees to comply with the Fair Labor Standard 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. 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 bids, and the City Manager may waive any and all non-substantial irregularity in bids received, whenever such waiver or rejection is in the best interest of the City.

7. BID FORM COMPLETION, SUBMISSION AND RECEIPT OF BIDS

Unless otherwise specified, Bidder's shall use the bid forms supplied by the Purchasing Division. Bids will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida until 2:30 P.M., on the date indicated in the bid documents or as addendum issued by the City.

Bids (Envelope) shall contain one (1) original, two (2) copies and (1) digital (CD or flash drive) version, unless otherwise indicated in the legal advertisement and shall be 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. The envelope shall be plainly marked on the outside to include the bid project name and bid number. Hand deliveries of envelopes shall be made to the Clerk's Office, 1st floor City Hall, City of Port Orange, 1000 City Center Circle, Port Orange, FL 32129.

Bidders shall use the forms furnished by the City. Bids having any erasures or corrections must be initialed by the bidder in ink. Bid shall be typewritten or filled in with pen and ink. Manual signature must be in ink. Bids transmitted by facsimile or email will not be accepted.

8. BID RETURNS

Bidders shall return all completed bids to the CITY of PORT ORANGE, Purchasing Division, 1000 City Center Circle, Port Orange, Florida 32129 by the date and time specified. Late bids will not be accepted and shall be returned to Bidders unopened.

9. BID PROTEST

Pursuant to City Code 2-277, 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 as set forth on a city council agenda item or other routinely used on-line government procurement service. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking bids, bids, 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 city 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 10 calendar 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.

- a) As soon as possible after receipt, the Purchasing Manager shall provide written bid protest to the City Manager, City Attorney, and Department Head involved and Supervisor directly involved in the acquisition.
- b) The Purchasing Manager shall schedule within 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 administrative decision to the Circuit Court in Volusia County, Florida within 30 days of the City Council's final decision. Decisions at all levels shall be in writing to the protestor.

10. BID TABULATION

Bidders who wish to receive a copy of the bid tabulation may obtain it via www.demandstar.com or by contacting Diana M. Fye, CPPB, FCPA, the City of Port Orange, Purchasing Manager at dfye@port-orange.org

11. BONDS

If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks shall be deemed non-responsive. When the Purchasing Manager deems it necessary, bid bond/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. Performance and Materials 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 bidder may also be required to furnish and pay for a satisfactory contract one hundred percent (100%) Payment & Performance Bond to be recorded by the City, with the Clerk of the Circuit Court, Volusia County, Florida and to enter into a contract for services with the City of Port Orange. After recording, the City will furnish to the contractor the recording information for the bond to evidence that the contractor has met the requirement of Florida law. The City will bill the cost of recording to the contractor. Performance and Material Bond shall also be recorded at the bidder'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 Invitation to Bid which appears in the newspaper. Unsuccessful bidders are entitled to the return of their surety where the Purchasing Manager has required such. A successful bidder shall forfeit any surety required by the Purchasing Manager upon failure on the bidder's part 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 orders will be made in writing by the City of Port Orange Purchasing Division.

14. CONFLICT OF INTEREST

For purposes of determining any possible conflict of interest, all bidders must disclose if any City of Port Orange employee is also an owner, corporate officer, or employee of their 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.

15. CONFLICT OF INSTRUCTIONS

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

16. 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 bidders. Department heads are NOT authorized to sign agreements 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.

17. CONTRACT RENEWALS

Renewals may be made ONLY by written agreement between the CITY of PORT ORANGE and the bidder. Any price escalations are limited to those stated by the bidder on the original bid.

18. 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) would require council approval before the purchasing contracts are entered into. (Code 1981, § 8-33, Ord. 1997-22, § 5.)

19. COPYRIGHT AND PATENT RIGHTS

Bidder 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 bid, and successful bidder agrees to hold the City harmless from any and all liability, loss or expense by any such violation.

20. COST INCURRED BY BIDDERS/PROPOSERS

All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection therewith shall be borne by the Bidder(s)/Proposer(s). No payment shall be made for any responses received, nor for any other effort required of or made by the Bidder(s)/Proposer(s) prior to commencement of work as defined by the contract approved by the City Council.

21. DEFAULT PROVISIONS

In the event of default by the bidder, 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. If a contractor defaults on a City contract the City Council may elect to refrain from doing business with the bidder as stipulated in City Code 2-276 Suspension and Debarment.

22. DELIVERY OF GOODS/SERVICES

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

2. 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 bidder will clearly state in the bid 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 bid. 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.

3. Upon approval of a contract, the vendor is obligated to deliver the goods to the destination specified in the Invitation for Bids or the Purchase

Order and bears the risk of loss until delivery. If this Invitation for Bids or Purchase Order does not contain delivery instructions, bidders shall request instructions in writing from the Purchasing Manager. If the delivery instructions contained in the Invitation for Bids allocate delivery costs and risks in a manner contrary to this section, the provisions of this Invitation for Bids shall prevail.

4. 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 as outlined in City Code 2-276 Suspension and Debarment.

23. DETERMINATION OF LOWEST AND BEST BIDDER

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

1. The ability, capacity and skill of the bidder to perform the contract.
2. Whether the bidder can perform the contract within the time specified, without delay or interference.
3. The character, integrity, reputation, judgment, experience, and efficiency of the bidder.
4. The quality of performance of previous contracts.
5. The previous and existing compliance by the bidder with laws and ordinances relating to the contract.
6. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.
7. The quality, availability and adaptability of the supplies or contractual services to the particular use required.
8. The ability of the bidder to provide further maintenance and service for the use of the subject of the contract.
9. The number and scope of conditions attached to the bid.
10. Such other factors as appear to the city council to be pertinent to the bid or the contract under all of the circumstances involved.

24. DISCLOSURE OF CONFLICTS

The award is subject to the provisions of Chapter 112, Florida Statutes. All proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of the City. Further, all Proposers must disclose the name of any employee who owns, directly or indirectly, an interest in the Proposer's firm or any of its branches. The proposer shall not compensate, in any manner, directly or indirectly, any officer, agent, or employee of the City for any act or service that he/she may do, or perform for, or on behalf of any officer, agent or employee of the Proposer. No officer, agent, or employee of the City shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made by anyone for, or on behalf of the City. The Proposer shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under the Bid/RFP.

25. DISQUALIFICATION OF BIDDER

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 bids. 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 bids may be rejected if the CITY believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

26. EVALUATION

Evaluation shall be used as a determinant as to which bid 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 bids are subject to tabulation by the CITY of PORT ORANGE Purchasing Division and recommendation to

the governing body. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria for making a recommendation. The CITY of PORT ORANGE Purchasing Division reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.

27. EVALUATING RFPs

The evaluation process is formally one conducted by a committee appointed by the Purchasing Manager as required by general law. The evaluation is based upon specific criteria outlined in the RFP. 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 RFP 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 RFP 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 RFP, one member of the Selection Committee is to consist of one (1) member from the City Council; and at least one member from the user department. Except as otherwise required by general law; the Selection Committee schedules oral presentations from the three 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 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.

28. EXCEPTIONS TO SPECIFICATIONS

For purposes of evaluation, bidder 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 bidder that are required to be signed by the City. If exceptions are not stated by the bidder, 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 bidder on an attachment included with his bid. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.

29. FACILITIES

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

30. FAILURE TO RESPOND

If you elect not to bid, please return enclosed "Bidder Acknowledgement Form" by the bid due date, and state your reason(s) for not bidding. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Bid" card, three (3) times, shall result in your name being removed from our mailing list.

31. 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.

32. GOVERNING LAW

Bidders shall comply with all applicable federal, state and local laws and regulations. All bids are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, 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 and at www.municode.com

The City of Port Orange is also governed by Florida Statutes 286.055 the Consultants Competitive Negotiations Act, as the method of selecting architects, engineers and land surveyors. The City has utilize 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 Florida Statute Section 287.133 (3)(a). Every bid contains this State Form. Another State of Florida Form is the Drug Free Tie Bid Preference Form. This form is in accordance with Section 287.087, Florida Statutes.

33. 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.*

34. HIPAA COMPLIANCE

Bidder 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 Bidder uses, discloses or has access to protected health information as defined by HIPAA.

35. IDENTICAL TIE BIDS

In accordance with Section 287.087, State of Florida Statutes, 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 for the procurement of commodities or contractual service, 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, as stipulated in City Code 2-267.

36. 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.

37. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful vendor as 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 Proposer 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 Proposer 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 fees); and damage of any kind related to such matters. The Proposer shall further understand that the City cannot save and hold harmless and or indemnify the Proposer and/or the Proposer's employees against any liability incurred or arising

as a result of any activity of the Proposer or any activity of the Proposer's employees performed in connection with the Contract.

38. INSPECTIONS & 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 bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the CITY can reject the bid as inadequate and non-responsive.

39. INSURANCE

Please submit a copy of your insurance certificate with your proposal. Upon execution of a contract, the Bidder 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 according to the A.M. Best Company.

40. INSURANCE CANCELLATION

No change or cancellation in insurance shall be made without thirty (30) days written notice by the proposer/bidder 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 of 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.

41. INVOICES AND PAYMENTS

All invoices should 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 bidder offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Bidders should state any payment discount in space provided on Proposal form for construction services.

42. IRREVOCABILITY OF PROPOSAL

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

43. LATE PROPOSALS, LATE MODIFICATIONS AND LATE WITHDRAWALS

Proposals received after the Proposal Due Date and time are late and shall not be considered. Modifications received after the Proposal Due Date are also late and shall not be considered. Letters of withdrawal received after the Proposal 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 bid proposal request.

44. 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 proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a response to Bid/RFP hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any Proposer shall not constitute a cognizable defense against the legal effect thereof.

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

members, officials, officers or employees. This Contract requirement shall be reflected in the insurance coverage certificate.

45. LICENSES, PERMITS AND TAXES

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

46. MAINTENANCE

Maintenance required for equipment bid 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.

47. 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. Bidders may offer items of equal stature and the burden of proof of such stature rests with bidders, unless otherwise specified by the CITY. The CITY of PORT ORANGE shall act as sole judge in determining equality and acceptability of products offered.

48. 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.

49. 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.

50. OPTIONAL CONTRACT USAGE

As provided in Section 287.042(17), 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.

51. PATENTS/COPYRIGHTS

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

52. PRE-BID MEETING or PRE-PROPOSAL MEETING

The Purchasing Manager shall determine if the pre-bid or pre-proposal meeting is mandatory and provide the date, time and location in the Bid/RFP legal advertisement and Bid/RFP specifications. The meeting 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 meeting is normally mandatory. Only Bidder's or Proposer's attending a mandatory pre-bid meeting will be eligible to submit a bid or RFP. The representative of each bidder shall be an authorized employee of the bidder and shall sign in accordingly.

53. PREPARATION OF PROPOSAL

In preparing Proposals 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/Tie Preference Statement, must be properly executed in ink.

Upon the prescribed Schedule of Unit Prices, all bid prices shall be 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 Bidder 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.

54. POSTPONEMENT / CANCELLATION / WAIVER OF IRREGULARITIES

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

55. PRICING

Bidder certifies that prices, terms and conditions in the bid will be firm for acceptance for a period of ninety (90) days from the date of bid opening unless otherwise stated by the City. Bids may not be withdrawn before the expiration of ninety (90) days. Prices shall be firm, with no escalator clauses unless specified by the City. Bids 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, bidder 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.

56. PROTECTION

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

57. PROPRIETY INFORMATION

Responses to this Request for Proposals, upon receipt by the City, become public records subject to the provisions of Chapter 119 F.S., Florida's Public Records Law. 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 bidder 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.

58. PUBLIC ENTITY CRIMES

In accordance with Florida State Statute 287.133 (2)(a): 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 s. 287.017 for CATEGORY TWO for a period of 36 Months from the date of being placed on the convicted vendor list.

59. PUBLIC RECORDS/PUBLIC MEETINGS EXEMPTION STATEMENT

Florida Statutes 119.071(1)(c) Any financial statement that an agency requires a prospective bidder 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 bidders 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 bidders, 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 bidders, but the new law limits public attendance to portions of such meetings.

60. PURCHASE ORDER AND DELIVERY

The successful bidder 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 bidder. 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.

61. QUESTIONS, INTERPRETATIONS

Questions regarding interpretation of bids, bid results or bid awards shall be directed in writing to the Purchasing Division and referenced by bid number no later than the last day for questions as specified in the bid 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.

62. 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.

63. RIGHT OF WITHDRAWAL RFP

A RFP proposal may not be withdrawn before the expiration of ninety (90) days from the proposal due date.

64. RIGHTS TO RFP SUBMITTED MATERIAL

All proposals, responses, inquiries, or correspondence relating to or in reference to an RFP, and all reports, charts, and other documentation submitted by Proposers shall become the property of the City when received.

65. RIGHT OF NEGOTIATION RFP

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

66. RECORDS/AUDIT

The proposer shall maintain records sufficient to document their completion of the scope of services as a public record and as a requirement of the Contract. These records unless exempt or confidential, shall be subject at all reasonable time to review, inspections, 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.

67. RECYCLED MATERIALS

CITY of PORT ORANGE encourages the use of products made of recycled materials.

68. REQUEST FOR ADDITIONAL INFORMATION

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

69. REJECTING OF BIDS, REBIDDING

The City reserves the right to accept or reject any or all bids or parts of bids, 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 bids. If the lowest and best bid 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)

70. REVIEW OF PROPOSALS

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

71. RULES, REGULATIONS AND LICENSING REQUIREMENT

The Proposer shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Proposers are presumed to be familiar with all Federal, State and local laws, ordinances, codes and regulations that may in any way affect the services offered. Bidders are responsible for bearing all costs of permits, licenses, etc.

72. SAMPLES

Samples, when requested, must be furnished at, or before, bid 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 bidder's

request, be returned within thirty (30) days of bid award at bidder's expense. If requested by the City, samples and/or inspection of like items are to be made available in the southeast Florida area.

73. SEPARATION AND DISTRIBUTION

The Bid/RFP 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 BIDS and RFP'S at: www.demandstar.com

In addition, vendors may obtain a PDF version of the RFP Proposal by submitting a request to the Purchasing Manager, e-mail: purchasing@port-orange.org.

74. 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.

75. SIGNATURE REQUIRED

All bids 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 BIDS WILL BE REJECTED.** All manual signatures must be original - no rubber stamp, photocopy, etc.

76. SIGNED BID CONSIDERED AN OFFER

This signed bid is considered an offer on the part of the bidder, which offer shall be considered accepted upon approval by the City Council City of Port Orange (if required). The City of Port Orange will issue a purchase order or a letter of authorization to the successful bidder, 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 bidder after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.

77. 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.

78. 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. The offeror shall have, prior to making this offer, 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 which evidence such qualifications with your response to the Bid/RFP; and, that the offeror shall provide follow-up evidence that the contractor maintains such credentials throughout the period of the agreement. A copy of a current certificate of authority from the Secretary of State authorizing your company 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 Bid/RFP. Information concerning certification with the Secretary of State can be obtained at <http://ccfcorp.dos.state.fl.us/index.html>. Contract documents shall be executed by an entities duly authorized officer as evidenced by entity records.

79. SUPPLEMENTAL MATERIALS

Bidders 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, which the bidder 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.

80. TAXES

The CITY of PORT ORANGE is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Tax Exemption Certificates will be furnished upon written request to the CITY of PORT ORANGE Purchasing Division.

81. TERM CONTRACTS

The CITY of PORT ORANGE acceptance of Bidder'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.

82. TERMINATION

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

83. 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.

84. 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. Bidders are 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.

85. USE OF PROPOSAL FORMS

Proposers should complete the appropriate Proposal Form(s) included in the RFP. All blanks on the Proposal Forms should 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 Proposal Forms. Failure to fully complete the appropriate Proposal Forms may result in disqualification of your proposal.

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

86. VARIANCES

For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, contained in the bid. No variations or exceptions by a bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bid 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 bid, the City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.

87. WAIVER OF IRREGULARITIES

The City of Port Orange reserves the right to waive and/or reject any non-substantial irregularity in the proposals received whenever such waiver or rejection is in the best interests of the City and/or it doesn't meet the minimum requirements set forth. All reasonably responsive proposals will be considered. However, the City reserves the right to waive formalities or informalities in proposals, to reject, with or without cause, any or all proposals or portions of proposals, or to interview or not interview individual Proposers, and to accept any proposal(s) or portions of proposals deemed to be in the best interest(s) of the City. The city council shall have the authority to waive any and all non-substantial irregularities in any and all formal bids. (Code 1981, § 8-29)

88. WARRANTIES

Bidders shall furnish all data pertinent to warranties or guarantees which may apply to items in the bid. Bidders may not limit or exclude any implied warranties. Bidder 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 bidder's expense. If bidder fails to make the appropriate correction within a reasonable time, CITY of PORT ORANGE may correct at the bidder's expense.

89. 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.

90. NON-EXCLUSIVITY:

The City of Port Orange reserves the right to procure items herein described in any manner it sees fit, including but not limited to: awarding of other contracts, the use of contracts awarded by GSA, federal agencies, the State of Florida, any county or municipality, or any authorized contract, whichever is considered in the best interest of the City.

91. LOCAL PREFERENCE:

In accordance with City Of Port Orange City Code 2-275, local businesses shall have **five 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.

In case of a tie between a local business and a non-local business, the local business shall prevail. In case of a tie between two or more local businesses, the following order of preference shall control: first priority to Port Orange Business, second priority to Volusia County Business, and third priority to Florida Business

The preference does not apply to goods or services exempted by statute or prohibited by Federal law, State law, or other funding source restrictions.

92. 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.

93. SOVERIGN 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.

SECTION 00080

ADDITIONAL INFORMATION

TIMELINE

The schedule for the bid is as follows:

Bid release date	January 7, 2016
Bid pre-bid meeting (mandatory)	January 22, 2016 at 10:00 a.m.
Bid deadline for questions	January 29, 2016 at 5:00 p.m.
Bid due date and time	February 11, 2016 at 2:30 P.M. at the City Clerk's Office

MANDATORY PRE-BID MEETING

There will be a MANDATORY pre-bid meeting for the project at **10: 00 A.M. (local time) on January 22, 2016**. All bidders must attend. Failure to sign in and attend the entire mandatory pre-bid meeting shall result in disqualification of bid. The Mandatory pre-bid shall require attendance at city hall. It is also recommended but not mandatory that all vendors conduct site visits. The representative of each bidder shall be an authorized employee of the bidder and shall sign in accordingly before and after the site visit. The meeting will be held in the council chambers located on the first floor of City Hall, 1000 City Center Circle, Port Orange, Florida. Only bidders attending a mandatory pre-bid meeting will be eligible to submit a bid.

BID SUBMISSION AND WITHDRAWAL

Unless otherwise specified, Bidder's shall use the bid 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 proposers. Upon opening, Bids become subject to public disclosure in accordance with Chapter 119, Florida Statutes.

Bidders are required to submit one (1) original, two (2) copies, and (1) digital (CD or flash drive) version of all documents, sealed and marked on the outside of the package, **"BID #16-04 , "Professional Landscape Maintenance Services"** with the firm's name, address, city, state and zip code plainly labeled on the outside. Packages must be 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, FL 32129 on or before **2:30 p.m. on February 11, 2016**.

Due to the timing of mail service, the City cautions Bidders to assure actual delivery of proposals to the City prior to the deadline set for receiving proposals. 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 until **2:30 p.m. (local time), February 11, 2016** or as amended by addendum issued by the City. Bids received after the established deadline shall not be considered.

The contents of the envelope are described below:

Envelope (tabbed, indexed and placed in the following order: 1 original, 2 copies and 1 digital (CD or flash drive) version

1. Bidder Acknowledgement Form: (Section 00030)
2. Insurance certificates: Submit a copy (Section 00080)
3. Statement of Bidder's Qualifications (Section 00120)
4. Listing of Previous Experience: (Section 00130)
5. Subcontractors List: (Section 00140)
6. Bid Bond (Section 00150)
7. Public Entity Crime Statement: (Section 00160)
8. Anti-Collusion Statement (Section 00170)

9. Drug Free/Tie Preference Statement (Section 00180)
10. License (Contractor, Sunbiz, etc.)
11. Schedule of Unit Prices: (Section 00095)
12. Total Base Bid: (Section 00100)
13. Local Business Affidavit (Section 00110 -optional)

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.

ADDITIONAL INFORMATION/ADDENDA

All questions shall reference “Questions on Bid #16-04 Professional Landscape Maintenance Services” in the subject line. All questions concerning this Bid shall be submitted in writing no later than **5:00 p.m. on January 29, 2016** to:

Diana M. Fye, CPPB, FCPA
Purchasing Manager
1000 City Center Circle
Port Orange, FL 32129
dfye@port-orange.org

Written responses, in the form of an addendum, will be provided via the Demand Star website at:
www.demandstar.com

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. Bidders should not rely on any representations, statements or explanations other than those made in this Bid or in any addendum to this Bid. Where there appears to be a conflict between the Bid and any addenda issued, the last addendum issued will prevail.

It is the proposer's responsibility to be sure all correct number of addenda was received. The Bidder should verify with the designated contact persons prior to submitting a proposal that all addenda have been received. Bidders should acknowledge the correct number of addenda received as part of their proposals. It is the responsibility of the bidder to ensure all addenda have been received prior to submitting a bid.

BID BONDS

A certified check or bank draft, payable to the City of Port Orange, Florida or a satisfactory bid bond executed by the Bidder and an acceptable surety, in an amount equal to five percent (5%) of the bid shall be submitted with each bid.

PAYMENT & PERFORMANCE BONDS

Upon award, the successful bidder will also be required to furnish and pay for a satisfactory contract one hundred percent (100%) Payment and Performance Bond to be recorded by the City, with the Clerk of the Circuit Court, Volusia County, Florida and to enter into a contract for services with the City of Port Orange. After recording, the City will furnish to the contractor the recording information for the bond to evidence that the contractor has met the requirement of Florida law. The City will bill the cost of recording to the contractor.

WITHDRAWAL AND AWARD

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

All prices and fees quoted will be firm. The contract will be awarded to the LOWEST responsive, responsible bidder.

The bid will be awarded to one primary and one alternate, responsive, responsible bidder. In the event of non-performance by the primary, the alternate will be contracted.

INSURANCE REQUIREMENTS

Please submit a copy of your insurance certificate with your proposal. Upon execution of a contract, the Bidder/Proposer shall maintain insurance during the life of the Contract. Bidder/Proposer shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the bidder's/proposer's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

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. Bidder/Proposer shall not commence work under the contract until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Bidder/Proposer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

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

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

SECTION 00090

SPECIFICATIONS

Professional Landscape Maintenance Services

SCOPE OF WORK AND SPECIFICATIONS

STATEMENT OF RESPONSIBILITIES: The Contractor shall be responsible for providing machinery, equipment, tools, materials, labor, supervision, transportation, supplies, insurance, proper safety measures and all incidentals necessary to provide and perform grounds maintenance services as described and requested in these specifications.

MAINTENANCE CLASSES: The City has designated each location within this bid as a "class." The more location visits performed, the higher the level of finish or service is expected for the location with that designation.

Please note, while the City has provided the square footage and acre measurements on each area covered under this contract, these measurements are APPROXIMATES only. Contractor awarded bid shall be responsible for all maintenance required in each respective area. It is highly recommended that any contractor submitting a bid *personally visit each site prior to submitting a bid*. **Maps showing each area will be provided to all interested parties at the mandatory pre-bid meeting.**

Each class typically represents the frequency of turf grass mowings / cuts and other landscape related maintenance tasks. Debris cleanup, edging, blowing, string trimming, weeding, removing or adjusting tree stake kits, and others must be performed with every scheduled visit.

Rights-of-Way, Facilities and Retention Ponds

Class "A" Maintenance

Number of Site Visits: A total of thirty-nine (39) maintenance visits shall be provided between January 1st and December 31st.

Maintenance Frequency: The first twenty-nine (29) visits of the season start April 1st thru October 31st. The final ten (10) visits start November 1st thru March 31st.

Class "B" Maintenance

Number of Site Visits: A total of thirty-six (36) maintenance visits shall be provided between January 1st and December 31st.

Maintenance Frequency: The first twenty-six (26) visits of the season start April 1st thru October 31st. The final ten (10) visits start November 1st thru March 31st.

Class "C" Maintenance

Number of Site Visits: A total of thirty-two (32) maintenance visits shall be provided between January 1st and December 31st.

Maintenance Frequency: The first twenty-three (23) visits of the season start April 1st thru October 31st. The final nine (9) visits start November 1st thru March 31st.

Class "D" Maintenance

Number of Visits: A total of twenty-four (24) maintenance visits shall be provided between January 1st and December 31st.

Maintenance Frequency: All twenty-four (24) visits of the season shall be scheduled at the rate of two (2) visits per month between January 1st and December 31st.

The following maintenance activities shall occur during each scheduled site visit:

TRASH / DEBRIS CLEANUP: The Contractor shall be responsible for removing all trash and debris, regardless of its source from all turf grass areas, parking areas, sidewalks, mulch landscape areas, and shorelines. This includes, but is not limited to paper, bottles, cans, palm fronds and tree limbs from all sites covered in this bid document. The Contractor is responsible for disposal of trash and debris in accordance with all federal, state, and local laws, rules and regulations.

MOWING OF TURF GRASS AREAS: All turf grass areas within specified facilities, parks, rights-of-way (medians and shoulders) including adjacent curb gutters shall be cleaned of all trash and/or debris prior to mowing. Mowing of trash and debris to shred into smaller pieces is not allowed.

All turf grass areas shall be mowed as specified in this document. No more than one-third (1/3) of the leaf blade should be removed per mowing. The grass shall not be cut so low as to damage or stress the grass and shall not be allowed to reach a height of six (6) inches or more unless otherwise requested by the City. The minimum turf grass mowing heights shall be as follows:

St. Augustine – 2.5 inches

Argentine Bahia – 3 inches

Areas where large mowers are impractical shall be serviced using small push mowers such as the narrow median tips along Dunlawton Avenue, US1 (Ridgewood Avenue) and Nova Road. Mowing of wet turf grass shall be avoided unless permission is authorized by the City. The Contractor shall leave surrounding areas in a clean condition free of accumulated debris, including but not limited to grass clippings, after each mowing. Large clump of clippings will be distributed by mechanical blowing or collected and removed. Materials removed from grounds shall be disposed of off-site by the Contractor in a lawful manner.

EDGING OF TURF GRASS: Contractor shall edge all appropriate surfaces with suitable mechanical equipment including, but not limited to roadways, driveways, curbs, parking areas, walkways, fences, plant beds and tree wells, so that no grass, ground covers or weeds are left extending beyond or over the surface being edged. This includes edging between adjoining beds of dissimilar ground cover types.

STRING TRIMMING OF TURF GRASS: Final string trimming around permanent objects such as metal posts and concrete curbing shall be accomplished with suitable mechanical equipment and at the same cutting heights as the rest of the turf areas. Where string trimming may damage wooden posts,

decorative light poles or other City property, other non-mechanical means must be performed.

BLOWING OF DEBRIS AND TURF GRASS CUTTINGS: Contractor shall blow all appropriate surfaces with suitable mechanical equipment including, but not limited to roadways, driveways, curbs, parking areas, walkways, turf grass areas, plant beds and tree wells as required to leave the area clean and free of debris. Grass clipping and other organic debris shall not be blown into the roadway or disposed of in storm sewer drains.

ADJUSTING AND REMOVING TREE STAKE KITS: Contractor is required to maintain all newly planted trees in a straight vertical position by adjusting tree stake kits as needed. The contractor shall also be responsible to completely remove all stake kits approximately six (6) months to one (1) year after initial planting.

PRUNING OF ORNAMENTAL SHRUBS AND GROUNDCOVERS: Contractor shall prune and shape all ornamental shrubs and ground cover to maintain the natural form of the plant material and maintain its growth within the limitations of the plant bed, to eliminate damaged or diseased wood, and to provide sight distance requirements.

All pruning shall be performed in accordance with the latest approved ANSI-A300 pruning standards.

CREPE MYRTLE TREES: Crepe Myrtle trees shall not be pruned. However, the Contractor shall be responsible to remove all crisscross, dead, or broken branches and Contractor shall remove all sucker growth that occurs between the root ball and bottom of the tree canopy to maintain a minimum clear truck height of 7 feet 6 inches where applicable. Crepe Myrtles shall not be cut back or tipped.

WEEDING OF LANDSCAPE PLANTING BEDS: Weeds, grasses, and other unwanted plant growth shall be removed from all mulched planting areas by hand pulling to remove the entire root system or by herbicide spraying to effectively kill the entire root system. Herbicide shall not be applied in close proximity to existing ornamental shrubs, groundcovers or near the root system of any palm tree, with no exceptions. Herbicides shall not be applied on windy days as the drift will likely kill untargeted plant materials or turf grasses. String trimming around tree trunks with mechanical devices is prohibited. Weeding of all planting beds (including pavement and sidewalk areas) shall take place during each and every scheduled service to ensure the overall aesthetics of the landscape is not adversely affected by weed growth.

REMOVING DEAD PLANT MATERIAL: Contractor shall remove and dispose of all dead ornamental trees, shrubs, and ground cover during each scheduled visit. The contractor is responsible to notify the City to determine if a replacement is necessary.

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 must be submitted and approved by the City prior to applications.

TURF GRASS FERTILIZATION: St Augustine turf grass and Argentine Bahia grass shall receive two (2) pounds of nitrogen per 1,000 square feet during the growing season. Turf grass shall be fertilized two (2) times per year and no more than one (1) pound of nitrogen per 1,000 square feet shall be applied during each scheduled visit. In addition, a complete fertilizer shall be granular in composition and contain thirty to fifty percent (30% - 50%) or more of the nitrogen in a slow release form. The ratio of nitrogen to potash shall be 1:1 or 2:1. A complete fertilizer shall be applied twice per year in March and October.

PALM TREE FERTILIZATION: All mature palms in the landscape shall receive a complete granular fertilizer formulated for palms ("palm special") two (2) times per year at a rate of eight (8) pounds per application. Fertilizer shall be applied in March and October. Fertilizer shall be broadcast under the canopy of the palm but not up against the trunk where newly emerging roots may be injured.

SHRUB AND GROUND COVER FERTILIZATION: All shrubs and ground covers plantings shall be fertilized one (1) time per year in March with a heavy application of a balanced, slow release fertilizer. Each planting bed shall receive one (1) pound of nitrogen per 1,000 square feet of bed area. The mulch is to be pulled back and the fertilizer shall be applied directly near the rootball of each plant. Broadcasting fertilizer on top of mulch is not allowed unless approved by the City.

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 area. Root drench and bud drench all Medjool Palms with City approved fungicide/insecticide at the rate recommended by the manufacturer up to two (2) times per year. 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.

Records shall be kept on pests identified and treatment(s) rendered for control, shall be submitted to the City. All service costs related to pest control are to be included in the "total cost", as listed in the Bid Schedule. 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.

HERBICIDES: Herbicide(s) shall be used only with the prior written approval of the City and only in those areas authorized by the City. Pre-emergence herbicide shall be applied for control of winter annual weeds and herbicide shall be applied when night-time temperatures drop to fifty-five to sixty degrees Fahrenheit for several consecutive days from late October 20th to early November 7th. Contractor shall be responsible for the identification of weeds and recommendations of appropriate selective herbicides. Selective herbicides shall be used to manage weed outbreaks throughout the growing season. All herbicide applicators must be licensed by the State of Florida to apply herbicides, and a copy of the State license shall be provided to the City.

LANDSCAPE PLANTING BED MULCHING: All mulched areas shall be replenished once a year between the winter months of November to March. The Contractor shall properly prepare all planting beds by cutting new bed edges, adjusting tree rings sizes, raking out or removing excess mulch, digging new edges along concrete curbs and sidewalks and removing all weeds and dead plant materials prior to top-coating existing mulch areas with the same type of mulch. Depth of mulch shall be a minimum of 3 inches and a maximum of 4 inches.

IRRIGATION SYSTEMS: Contractor shall be required to repair/replace any irrigation parts that are damaged due to contractor negligence. The City will be responsible for the costs to replace any irrigation parts that are stolen, damaged by acts of vandalism, vehicular damage or other unforeseen or unpreventable causes. All non-functional irrigation heads shall be reported to the City after each mow.

EROSION: If there is noticeable erosion at any site the Contractor shall immediately notify the City of its location. The Contractor shall be responsible for any erosion damage caused by contractor's equipment or performance of duties.

The following are additional requirements of this maintenance contract:

EQUIPMENT: The Contractor shall have on hand at all times and in good working order such equipment as shall permit the Contractor to adequately and efficiently perform its contractual duties. All equipment shall be kept in good repair, appearance, and in a sanitary and clean condition at all times.

Equipment shall have the name of the Contractor, business telephone number and the number of the vehicle in letters not less than three (3) inches high on each side of the vehicle. The contractor may also place its corporate logo on the vehicles; however, no other form of advertising shall be permitted on vehicles. The Contractor shall supply the City with a listing of the vehicle numbers normally assigned to performance of duties and shall keep the list current.

All equipment shall be kept in good safe operating condition with sharp blades and no leaking of oil and gasoline.

EQUIPMENT STORAGE: The Contractor shall be responsible for storing all equipment and supplies off site. The City will not provide any storage space for the Contractor.

EQUIPMENT FUELING AND LUBRICATING: Mowers and power equipment shall be fueled and lubricated using proper tools and equipment. Any fuel or oil spills are the sole responsibility of the Contractor to clean up and / or remove at the Contractor's expense. Any damage to median plant material by such fuel or oil spills shall be replaced within three (3) days by Contractor at the Contractor's expense.

CONTRACTOR SCHEDULE: Contractor shall submit a calendar schedule of all work, including a fertilizer timetable, specifying fertilizer manufacturer and formulary, to be performed for one (1) year. A copy of the yearly calendar shall be submitted to the City. Contractor shall update the schedule on a monthly basis as needed. The use of noise making equipment is restricted to the hours of 7:00 a.m. to 7:00 p.m. Monday through Saturday and from 10:00 a.m. to 6:00 p.m. on Sundays.

FREEZE DAMAGE: Any freeze damaged plant material shall have dead growth removed as soon as it is deemed safe by the Contractor through appropriate means.

REPLACEMENT OF PLANT MATERIALS: The City will be responsible to replace all plant materials that are frozen, stolen, vandalized, or otherwise destroyed by unforeseen or unpreventable circumstances. However, if the City determines that the poor condition of plant materials is due to improper maintenance, the Contractor shall be responsible for replacing such plant material at the Contractor's sole expense. The City shall be notified of plants or areas in distress. These areas need to be evaluated for plan of action and monitored by Contractor. No dead plant material shall remain in landscaping. All replacements shall be done within one (1) week of notification. The City shall approve all plant replacements, sizes and specifications.

TRAFFIC REGULATION: The Contractor shall conform to Florida Department of Transportation Manual on Traffic Controls and Safe Practices for street and highway construction, maintenance and utility operations.

The Contractor shall provide and maintain adequate barricades, construction signs, torches, flashers, guards and flagmen as required on pedestrian and vehicular traffic areas.

Lane closure to traffic is not permitted. Upon completion of work, contractor shall remove all debris, excess materials and barricades leaving medians and roadways clear of all obstructions.

EXTRAORDINARY OCCURRENCES: It is agreed that in no event shall the City or Contractor be liable or responsible to each other or any other person to perform work herein provided, where such stoppages or delays result from inclement weather, drought or excessive rain, acts of God, fire, or any other cause not within the control of the City and/or the Contractor.

CONTRACT PERFORMANCE: It is the intent of the City to ensure that the Contractor provides a quality level of landscape and ground maintenance services. All complaints will be reported to, and promptly resolved by the Contractor. The Contractor shall have twenty-four (24) hours to resolve any such complaints. The City may levy administrative charges for infractions by the Contractor at \$100.00 per day per incident. Such infractions shall include, but not be limited to:

- (a) Failure to resolve complaints within twenty-four (24) hour period.
- (b) Failure to provide safe equipment.
- (c) Failure to provide required documentation in a timely and accurate manner.
- (d) Failure to report damage to irrigation system(s).
- (e) Failure to report property damage or personal injury.
- (f) Failure to remove all trash from site(s).
- (g) Failure to perform scheduled service.
- (h) Landscape employees not adhering to uniform/protective clothing requirements.

For the purpose of this section, the City may deduct any charges from payments due to the Contractor. The City shall notify the Contractor in writing of any action to be taken. In the event the Contractor wishes to contest such assessment, the contractor shall submit a written protest within five (5) days after receiving such notice for an opportunity to be heard by the City and present a defense to such assessment. The City will notify the Contractor in writing of any action taken with respect to Contractor's claims. The decision of the City shall be final.

Based on limited funds, the City may eliminate certain contracted areas or groups in order to stay within the budget. Therefore, the City reserves the right to reject any and all the bids, eliminate areas from the contract and/or reduce maintenance to any given area when it is in the City's best interest.

SAFETY CONSIDERATIONS AND MAINTENANCE OF TRAFFIC (MOT): During mowing/maintenance operations, "MOWING" or "CAUTION MOWING OPERATIONS" signs must be placed on or near affected walkways and other traffic areas. All highway equipment used on right-of-ways must be properly signed and equipped with working safety lights. The Contractor is responsible for being in compliance with all FDOT and OSHA rules and regulations at all times. Within DOT rights-of-way, Maintenance of Traffic Plan (MOT) shall be prepared and implemented by the Contractor when required. All work shall be performed according to FDOT safety and signage recommendations as outlined in their Utility Accommodation Guide, Document Number 710-020-001-b

Contract Time and Renewal and CPI Rate Adjustment: Contract will be for two (2) years from date of acceptance. Contract will be renewable for up to 2 years in annual increments, upon agreement of both parties.

If approved by Council, an annual CPI rate increase will be applied October 1st of each year following the first year of the contract. The CPI rate increase will be adjusted by 75% of the Consumer Price Index of the Southern States multiplied by the previous year's contract price. This rate increase will be based on rates released in July by the United State Department of Labor, Bureau of Labor Statistics.

SUPERVISION: The Contractor shall be responsible for all personnel and supervision required in performing work in accordance with these specifications. Supervision will be required for all working hours of the contract.

The Contractor shall comply with all City regulations.

Contractor understands that all planning, coordinating, and implementation of the described services shall be done through personal contact between the Contractor and City. Contractor shall notify the City (via fax, e-mail or in person) when the specified scheduled services are fully completed. This is to allow the City to inspect for contract compliance and authorization for scheduled payments. City approved representatives of the Contractor shall be available to meet with the City as required to accomplish the City's objectives. All meetings with the City will be at no charge.

CONTACT PERSON: The Contractor shall provide the name and telephone number of a contact person in case of an emergency.

The Contractor shall provide the name and telephone number of a representative to meet periodically with the City.

The City reserves the right to accept or reject any employee of the Contractor.

All personnel must be visible as Contractor's employee(s) by uniform while on City property. The Contractor's work force shall be neat and clean in appearance and shall wear identification. Identification shall include the employee's name and company name.

City's Well Fields

Access, scheduling, maintenance activities, inspections and reporting shall be conducted through the City's Public Utilities Department.

Access is restricted based on U.S. Department of Homeland Security requirements. Prior to entering these areas, all persons must be pre-approved by the City of Port Orange Public Utilities Water Department. Contractor shall provide:

- Complete written list of all persons entering this area
- Color copy of each individual's driver's license or other government issued identification

Instruction for entering this City property will be provided from time to time as deemed appropriate.

Class "E" Maintenance

Number of Visits: A total of eighteen (18) maintenance visits shall be provided between January 1st and December 31st.

Maintenance Frequency: The first twelve (12) visits of the season start April 1st thru October 31st the final six (6) visits start November 1st thru March 31st.

Class "F" Maintenance

Number of Visits: A total of twelve (12) maintenance visits shall be provided between January 1st and December 31st.

Maintenance Frequency: All twelve (12) visits of the season start April 1st thru October 31st.

Class "G" Maintenance

Number of Visits: A total of six (6) maintenance visits shall be provided between January 1st and December 31st

Maintenance Frequency: All visits of the season start April 1st thru October 31st.

Class "H" Maintenance

Number of Visits: A total of four (4) maintenance visits shall be provided between January 1st and December 31st.

Maintenance Frequency: All visits of the season start April 1st thru October 31st.

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SECTION 95
SCHEDULE OF UNIT PRICES

FACILITIES MAINTENANCE LEVELS

[illegible]

NOTE: "N/A" indicates a specific task is NOT performed; therefore, no cost figure should be entered.

RETENTION PONDS MAINTENANCE LEVELS

TURF MAINTENANCE										TREE & SHRUB MAINTENANCE					PALM TREES								
Class "D" Maintenance										GRANULAR FERTILIZER		Turf	PESTICIDE TREATMENT	HERBICIDE TREATMENT	GRANULAR FERTILIZER		PESTICIDE TREATMENT	HERBICIDE TREATMENT	GRANULAR FERTILIZER		"PALM SPECIAL"	Palm Trees Fertilizer	Total Annual Cost
										MULCH	2X PER YEAR	Granular Fert.	TOTAL	TOTAL	TOTAL	1X PER YEAR	TOTAL	TOTAL	TOTAL	COST PER APPLICATION	TOTAL ANNUAL COST		
										SQUARE FOOTAGE	ACRES	COST PER MOW	of Mows Per Year	TOTAL ANNUAL COST	COST PER APPLICATION	COST PER APPLICATION	ANNUAL COST	ANNUAL COST	ANNUAL COST	ANNUAL COST	ANNUAL COST	ANNUAL COST	ANNUAL COST
NAME																							
1	Commonwealth Boulevard Retention Pond	30,488	0.7		24			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A				
2	Frederick Avenue Retention Pond	95,931	2.2		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A				
3	Westridge Avenue Retention Pond	42,821	0.98		24			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A				
4	Farmbrook Road Retention Pond	47,000	1.08		24			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A				
5	Nova Road Retention Pond #1	60,040	1.38		24			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A								
6	Nova Road Retention Pond #2	90,125	2.07		24			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A				
7	Nova Road Retention Pond #3 (2 Ponds)	125,200	2.87		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A				
8	Nova Road Retention Pond #4 (2 Ponds)	61,700	1.42		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A				
9	Nova Road Retention Pond #5	65,075	1.49		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A				
10	Whippoorwill Drive Retention Pond	61,348	1.41		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A				
11	Devon Street Retention Pond	47,060	1.08		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A				
12	Tumblebrook Drive Retention Ponds (2 Ponds)	23,258	0.53		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A				
13	Taylor Woods Retention Pond	125,550	2.88		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A				
14	Harms Way Retention Pond	25,000	0.57		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A				
15	Tompkins Drive Retention Pond	40,316	0.93		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A				
16	Squirrel Nest Lane Retention Pond	20,000	0.46		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A				
17	Canal View Boulevard Retention Pond	65,574	1.51		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A				
18	Ruth Street Retention Ponds (3 Ponds)	119,520	2.74		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A				
19	Causeway Retention Ponds (east end) (2 Ponds)	26,310	0.6		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A				
20	Causeway Retention Pond (west end)	4,784	0.11		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A				
21	Cambridge Pump Station Retention Pond	228,300	5.24		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A				
22	Spruce Creek Estates Swale Areas (2)	58,160	1.33		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A				
23	Public Utilities Easement	15,210	0.35		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A				
																GRAND TOTAL							

NOTE: "N/A" indicates a specific task is NOT performed; therefore, no cost figure should be entered.

RIGHTS OF WAY MAINTENANCE LEVELS

							TURF MAINTENANCE				TREE & SHRUB MAINTENANCE				PALM TREES		
Class "A" Maintenance							GRANULAR FERTILIZER 2X PER YEAR	Turf Granular Fertilization	PESTICIDE TREATMENT	HERBICIDE TREATMENT	GRANULAR FRETILIZER 1X PER YEAR	PESTICIDE TREATMENT	HERBICIDE TREATMENT	GRANULAR FERTILIZER "PALM SPECIAL" 2X PER YEAR	Palm Trees Fertilizer	Total	
ROAD NAME	SQUARE FOOTAGE	ACRES	COST PER MOW	Total Mows Per Year	TOTAL ANNUAL COST	MULCH COST PER APPLICATION	COST PER APPLICATION	TOTAL ANNUAL COST	TOTAL ANNUAL COST	TOTAL ANNUAL COST	TOTAL ANNUAL COST	TOTAL ANNUAL COST	TOTAL ANNUAL COST	TOTAL ANNUAL COST	TOTAL ANNUAL COST	Annual Cost ALL APPLICATIONS	
1 Causeway and High Rise Bridge	32,427	0.72		39													
2 Ridgewood AvenueMedians	140,852	3.23		39													
3 Ridgewood Avenue Roadsides	78,910	1.81		39		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
4 Dunlawton Avenue Medians	338,744	7.78		39													
5 Dunlawton Avenue Roadsides	791,044	18.16		39		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
6 Nova Road Medians	90,208	2.07		39													
7 Nova Road Roadsides	404,895	9.26		39		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
8 Hockney Court	69,200	1.44		39													
													Grand Total				

Note: "N/A" indicates a specific task is NOT performed; therefore, no cost figure should be entered.

RIGHTS OF WAY MAINTENANCE LEVELS

TURF MAINTENANCE										TREE & SHRUB MAINTENANCE				PALM TREES															
Class "C" Maintenance																													
										GRANULAR FERTILIZER		Turf Granular Fertilization		PESTICIDE TREATMENT		HERBICIDE TREATMENT		GRANULAR FRETILIZER 1X PER YEAR		PESTICIDE TREATMENT		HERBICIDE TREATMENT		GRANULAR FERTILIZER "PALM SPECIAL" 2X PER YEAR		Palm Trees Fertilizer		Total Annual Cost	
ROAD NAME		FOOTAGE	ACRES	MOW	Per Year	TOTAL ANNUAL COST	MULCH APPLICATION	GRANULAR FERTILIZER 2X PER YEAR APPLICATION	Turf Granular Fertilization TOTAL ANNUAL COST	PESTICIDE TREATMENT TOTAL ANNUAL COST	HERBICIDE TREATMENT TOTAL ANNUAL COST	GRANULAR FRETILIZER 1X PER YEAR TOTAL ANNUAL COST	PESTICIDE TREATMENT TOTAL ANNUAL COST	HERBICIDE TREATMENT TOTAL ANNUAL COST	GRANULAR FERTILIZER "PALM SPECIAL" 2X PER YEAR APPLICATION	Palm Trees Fertilizer TOTAL ANNUAL COST	ALL APPLICATIONS												
9	Williamson Boulevard Medians	154,138	3.54		32		N/A			N/A	N/A	N/A	N/A	N/A	N/A	N/A													
10	Williamson Boulevard Roadsides	705,673	16.2		32		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A													
11	Airport Road Medians	25,580	0.59		32		N/A			N/A	N/A	N/A	N/A	N/A	N/A	N/A													
12	Airport Road Roadsides	167,810	3.54		32		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A													
13	Summertrees Road Extention Medians	2,850	0.07		32		N/A			N/A	N/A	N/A	N/A	N/A	N/A	N/A													
14	Summertrees Road Extention Roadsides	83,900	1.93		32		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A													
15	Town West Boulevard Medians	92,095	2.11		32																								
16	Town West Boulevard Roadsides	481,310	11.05		32		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A													
17	Coraci Boulevard Medians	25,215	0.58		32																								
18	Coraci Boulevard Roadsides	129,600	2.98		32		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A													
19	McGinnis Avenue Medians	19,635	0.45		32																								
20	McGinnis Avenue Roadsides	94,286	2.16		32		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A													
21	Willow Run Boulevard Medians	11,410	0.26		32										N/A	N/A													
22	Willow Run Boulevard Roadsides	838,720	19.25		32		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A													
23	Peninsula Drive	15,000	0.34		32		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A													
24	Hills Boulevard	1,952	0.04		32		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A													
25	Fitzgerald Street Medians	9,072	0.21		32		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A													
26	Conrad Street Medians	9,960	0.23		32		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A													
27	Roberts Street Medians	3,878	0.09		32		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A													
28	Tree Garden Drive Median	7,250	0.17		32																								
29	Wiltshire Boulevard Medians	38,061	0.87		32			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A													
30	Countryside Drive Median	2,436	0.06		32			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A													
31	Merrinac Drive Medians	27,292	0.63		32		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A													
32	Kingswood Way Medians	8,700	0.2		32			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A													
33	Sugar House Bouelevard Medians	6,260	0.14		32			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A													
34	Coral Way Medians	2,500	0.06		32		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A													
35	Talo Circle Median	400	0.01		32		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A													
													Grand Total				24												

Note: "N/A" indicates a specific task is NOT performed; therefore, no cost figure should be entered.

Professional Landscape Maintenance Services Bid # 16-04

RIGHTS OF WAY MAINTENANCE LEVELS																
TURF MAINTENANCE										TREE & SHRUB MAINTENANCE				PALM TREE MAINTENANCE		
Class "D" Maintenance																
ROAD NAME	SQUARE FOOTAGE	ACRES	Total		TOTAL ANNUAL COST	MULCH COST PER APPLICATION	GRANULAR FERTILIZER	Turf Granular Fertilization	PESTICIDE TREATMENT	HERBICIDE TREATMENT	GRANULAR FERTILIZER	PESTICIDE TREATMENT	HERBICIDE TREATMENT	GRANULAR FRETILIZER	Palm Trees Fertilizer	Total Annual Cost
			Mows Per Year	COST PER MOW			2X PER YEAR COST PER APPLICATION	TOTAL ANNUAL COST	TOTAL ANNUAL COST	TOTAL ANNUAL COST	1X PER YEAR TOTAL ANNUAL COST	TOTAL ANNUAL COST	TOTAL ANNUAL COST	2X PER YEAR COST PER APPLICATION	TOTAL ANNUAL COST	All Applications
36	Taylor Road	233,277	5.35		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
37	Spruce Creek Road	558,400	12.81		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
38	Madeline Avenue	609,850	14		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
39	Canal View Boulevard	145,050	3.33		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
40	Central Park Boulevard	295,396	6.78		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
41	Clyde Morris Boulevard	203,940	4.68		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
42	Hensel Road	97,435	2.24		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
43	Yorktown Boulevard Median	1,290	0.03		24			N/A	N/A	N/A				N/A	N/A	
44	Yorktown Boulevard Roadsides	207,520	4.76		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
45	Avon Court Triangle Median	2,500	0.06		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
46	Herbert Street	155,611	3.57		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
47	Train Depot Building (Herbert Street)	41,725	0.96		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
48	Commonwealth Boulevard	41,285	0.95		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
49	Oak Street	33,678	0.77		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
50	Jackson Street	20,686	0.47		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
51	Victoria Gardens Boulevard Medians	1,240	0.03		24			N/A	N/A	N/A				N/A	N/A	
52	Victoria Gardens Boulevard Roadsides	28,510	0.65		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
53	Sweetwater Boulevard	23,010	0.53		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
54	Stewart Avenue	12,550	0.29		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
55	Hidden Lake Drive	12,736	0.29		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
56	Old Hammock Road	14,268	0.33		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
57	Pepper Hill Road	6,779	0.16		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
58	Highpoint Drive	8,000	0.18		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
59	Renner Road	4,272	0.1		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
60	Dalford Road	7,226	0.17		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
61	Gladys Street	4,610	0.11		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
62	Newton Road	6,336	0.15		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
63	Bay Ridge Lane Median	9,184	0.21		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
													Grand Total			

NOTE: "N/A" indicates a specific task is NOT performed; therefore, no cost figure should be entered.

WELLFIELD SITE MAINTENANCE

CLASS "E" MAINTENANCE

SITE DESCRIPTION			FROM	TO	SQUARE FOOTAGE	ACRES	Cost Per MOW	Number of Mows Per Yr	Total Annual Cost	STRING TRIMMING	EDGING	Total Annual Cost All Applications
1	Pumping Station & Tank Facility		South End of Bear Trail		94,525	2.17		18			N/A	
2	Maintenance Building		Shunz Road & Flow Way		9,893	0.23		18			N/A	
3	Well Buildings (27 Sites)		SEE MAP FOR LOCATIONS		59,475	1.37		18			N/A	
4	Generators (5)		Located at Well Buildings		10,890	0.25		18			N/A	

CLASS "F" MAINTENANCE

5	Solar Array		South Campsite Road		13,350	0.31		12			N/A	
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CLASS "G" MAINTENANCE

6	Reservoir Lake "A"		South End of Bear Trail		334,620	7.68		6		N/A	N/A	
7	Reservoir Lake "B"		East of Reservoir "A"		372,270	8.55		6		N/A	N/A	

WELLFIELD RIGHTS OF WAY

CLASS "H" MAINTENANCE

8	Shunz Road Right of Way		County Road 415	Flow Way	1,267,200	29.09		4		N/A	N/A	
9	Shunz Road Right of Way		Flow Way	Interstate 4 (I-4)	361,800	7.27		4		N/A	N/A	
10	Bear Trail Right of Way		Shunz Road (southeastward)	The Reclaimed Storage Tank	79,200	1.82		4		N/A	N/A	
11	Flow Way Right of Way		Shunz Road (southward)	Road End	79,200	1.82		4		N/A	N/A	
12	Campsite Road Right of Way		Shunz Road (northward)	Road End	20,400	0.47		4		N/A	N/A	
13	Campsite Road Right of Way		Shunz Road (southward)	Road End	950,400	21.82		4		N/A	N/A	
14	Harley Road Right of Way		Shunz Road (northward)	Road End	31,500	0.72		4		N/A	N/A	
15	Harley Road Right of Way		Shunz Road (southward)	Road End	221,760	5.09		4		N/A	N/A	
16	Artesian Drive Right of Way		Harley Road (southward)	Road End	205,800	4.72		4		N/A	N/A	
17	Puddle Lane Right of Way		Harley Road (westward)	Road End	79,200	1.82		4		N/A	N/A	
18	Drema Way Right of Way		Shunz Road (southward)	Puddle Lane	126,720	2.91		4		N/A	N/A	
19	Pasture around Dirt Stockpile Lot		Shunz Road (south side)		1,089,000	25		4		N/A	N/A	
									GRAND TOTAL			

NOTE: "N/A" indicates a specific task is NOT performed; therefore, no cost figure should be entered.

SECTION 00100

TOTAL BASE BID

BID #16-04 : Professional Landscape Maintenance Services

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal, as principal or principals, Is or are named herein and that no other persons than herein mentioned has any interest in the Proposal or the Contract to which the work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties making a bid or proposal and that the Proposal is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and that from personal knowledge and experience, or that he/she has made sufficient other investigations to fully satisfy self that such site is a correct and suitable one for this work and he/she assumes full responsibility therefore; that he/she is familiar with all legal requirements (Federal, State and local laws, ordinances, rules and regulations) pertaining to the Work; that he/she has examined the Drawings And Specifications for the work and from his/her own experience or from professional advice that the specifications are sufficient for the work to be done and he/she has examined the other contract documents and all addenda relating thereto, and that he/she has satisfied himself/herself fully, relative to all matters and conditions with respect to the work to which this Proposal pertains.

The Bidder proposes and agrees, if this Proposal is accepted, to contract with the City of Port Orange, (Owner) in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, transportation, and labor and to perform all work necessary to complete the Work specified in the Proposal and other Contract Documents.

The undersigned offers to furnish all materials, equipment and labor for the provision of **Professional Landscape Maintenance Services** for the City of Port Orange, Florida, complete in every respect in strict accordance with the specifications and any future changes therein. The Contractor shall perform these obligations for the prices listed attached and made a part of this Bid.

Company Name: _____

Contact Person / Title: _____

Mailing Address: _____ **State:** ____ **Zip:** _____

Phone: _____ **Fax:** _____ **E-Mail:** _____

Signature: _____ **Submitted on:** _____, 20__.

TOTAL BASE BID COST: _____
(In Words)

TOTAL BASE BID COST: _____(In Figures)

All bid prices shall be 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.

ALTERNATE BID # 1 - PALM TREE PRUNING

PALM TREES: Contractor shall be responsible to prune all palm trees at the sites as listed below. The Date Palms shall be pruned two times a year, spring and fall, to keep them free of seed pods and dead palm fronds. Mexican Fan Palms and Cabbage Palms shall be pruned one time per year to keep them free of seedpods and dead palm fronds. No green palm fronds shall be removed during any trimming.

FACILITIES		TOTAL ANNUAL COST
1	City Hall Building Site	
2	Gymnasium Site	
3	Amphitheater/Lakeside Community Center Site	
4	Old Police Department Site	
5	City Center Sports Complex	
6	Gateway park	
7	Public Works Facility Site	
8	Adult Activity Center Site	
9	Fire Station #71 Site	
10	Fire Station #72 Site	
11	Fire Station #75 Site	
12	Police Department Site	
13	Causeway Park	
14	Riverside Park/Chamber of Commerce	
15	Spruce Creek Recreational Facility	
16	Airport Road Park	
RETENTION PONDS		
17	Commonwealth Boulevard Retention Pond	
18	Westridge Avenue Retention Pond	
19	Farmbrook Road Retention Pond	
20	Nova Road Retention Pond #1	
21	Ruth Street Retention Ponds (3 Ponds)	
RIGHTS OF WAYS		

22	Causeway and High Rise Bridge	
23	Ridgewood Avenue Medians	
24	Dunlawton Avenue Medians	
25	Nova Road Medians	
26	Hockney Court	
27	Town West Boulevard Medians	
28	Coraci Boulevard Medians	
29	McGinnis Avenue Medians	
30	Tree Garden Drive Median	
31	Wiltshire Boulevard Medians	
32	Countryside Drive Median	
33	Coral Way Medians	
	GRAND TOTAL	

ALTERNATE #1 BID COST: (+/-) _____
(In Words)

Palm Tree Pruning.

ALTERNATE #1 BID COST: (+/-) _____ (In Figures)

Palm Tree Pruning.

SECTION 00110 (Optional)
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/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 Franchise

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

FEIN (Federal Employer Identification Number): _____

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

☐ Other (Specify): _____

PHONE NUMBER: _____ FAX: _____

EMAIL: _____

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

ATTESTATION – I understand that:

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

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

SWORN AND SUBSCRIBED BEFORE ME

SIGNATURE OF NOTARY PUBLIC

THIS _____ DAY OF _____, 20____

My Commission Expires: _____

NOTARY SEAL

SIGNATURE OF AFFIANT

DATE

PRINTED NAME OF AFFIANT / TITLE

COMPANY

SECTION 00120

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information he desires.

- 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.⁽¹⁾ Have you ever failed to complete any work awarded to you? If so, where and why?
- H.⁽²⁾ Provide list of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome.
- 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.

Dated this _____ day of _____, 20____.

Name of Bidder

By: _____
Title

State of _____

County of _____

_____ being duly sworn deposes and says that he is the
_____ of _____ and that the answers to the
_____ are true.
Name of Organization

Foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My commission expires:

SECTION 00130

LISTING OF PREVIOUS EXPERIENCE

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 **Professional Landscape Maintenance Services** equal or similar to those required under the City's contract and as outlined in this bid package. A minimum of three (3) projects shall be listed below in order to bid on this contract. The Owner reserves the right to check references and confirm information provided herein.

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

SECTION 00140

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 Engineer. Bidder shall attach additional sheets as necessary.

SUBCONTRACTOR	COMPANY NAME	REFERENCES
		1) 2) 3)
		1) 2) 3)
		1) 2) 3)
		1) 2) 3)
		1) 2) 3)

SECTION 150

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____ as Principal and _____ of the City of _____ State of _____, a corporation existing under the laws of the State of Florida, as Surety, are held and firmly bound unto the _____ hereinafter called the Owner, in the sum of _____ Dollars (\$_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. The condition of this obligation is such that whereas the Principal has submitted the accompanying Proposal or Bid, for the construction of:

BID #16-04 : Professional Landscape Maintenance Services

NOW, THEREFORE, if the Principal shall not withdraw said Bid within **ninety (90)** days after the opening of the same and in the event of the acceptance of his proposal by the Owner, shall, within the period specified therefore, enter into a written contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, or in the event of the withdrawal of said Bid within the period specified, of the failure to enter into such contract and give bonds within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said Bid and the amount for which the Owner may procure the required work, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue. IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this ____ day of _____, 20 __, the name and corporate seal of each corporate body being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

IN PRESENCE OF:

Witness

_____(Seal)
Name of Bidder

Signature of Officer

Corporate Principal

ATTEST:

President AFFIX
CORPORATE SEAL

By

AFFIX
CORPORATE SEAL

ATTEST:

Corporate Surety

Title

SECTION 00160

PUBLIC ENTITY CRIME STATEMENT

STATE OF FLORIDA §
COUNTY OF VOLUSIA §

Before me, the undersigned authority, personally appeared affiant _____, who being first duly sworn, deposes and says:

1. That the undersigned firm is furnishing this Public Entity Crime Statement pursuant to Section 287.133 of the Florida Statutes for the undersigned firm to receive a contract with the City of Port Orange, a public entity, for goods or services.
2. The firm acknowledges that “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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 in Section 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.”
3. The firm warrants that none of its employees or affiliates are on the convicted vendor list kept and published by the State Department of Management Services.

FURTHER AFFIANT SAYETH NAUGHT

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
Printed Name, Commission Seal and Term Expiration Date

SECTION 00170

ANTI-COLLUSION STATEMENT

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

SIGN in ink in the space provided below. Unsigned 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 BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FORGOING SPECIFICATIONS, PROPOSED CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN EACH OF THE GOVERNMENTAL PARTIES.

NAME OF FIRM: _____

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

TITLE: _____

ADDRESS: _____

CITY AND STATE: _____

TELEPHONE: _____

COMPLETION TIME: _____

F.E.I.N. NUMBER: _____

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

NO BID (REASON) _____

SECTION 00180

DRUG FREE PREFERENCE STATEMENT

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, 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
Printed Name, Commission Seal and Term Expiration Date



SECTION 00190 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 following equipment, materials, labor and other such related services to the City of Port Orange:

(i) _____

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

Term: The initial 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 _____ thereafter (the "Initial Term"). In addition to the Initial Term, this Contract may be renewed for up to ____ additional _____ term(s) upon written consent of the parties and appropriation by City Council.

Manner and Place: As outlined in _____, in accordance with Standard Construction Details as required on all City owned facilities and properties (i.e. rights-of-way) and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances. Contractor shall not deliver goods or services without a written purchase order, signed by an authorized agent of the City of Port Orange. *If the contract is for goods include the following:* Contractor shall cause goods to be delivered to the City in the most expedient, cost effective manner. All items shall be shipped to the City of Port Orange designated facility identified in each purchase order, FOB Inside Delivery. Contractor shall bear the risk of loss for goods delivered under this Contract from the time of shipping to the City until delivered at the destination specified by the City for delivery.

Time and Essence: _____ from the date set out in paragraph 3 below or upon receipt of Notice to Proceed.

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

3. Contract Documents. The following forms, attached as Exhibit "____," 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 _____ shall perform contract administration of this Contract. 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 22 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 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.

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

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 Agreement until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Contractor shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

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

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

Comprehensive Business, Automobile Liability to include all automobiles.	<u>Limits:</u>	Auto Liability Body 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	
Property Insurance Builders Risk.	<u>Limits:</u>	Buildings - Completed value of contract.	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.
<u>Additional Coverage:</u>		"All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	
Professional Liability (Errors & Omissions)	<u>Limits:</u>	Coverage- \$1,000,000 minimum	

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

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

14. Modifications or Changes to this Contract

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

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

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

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

15. Sovereign Immunity. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages

regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

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

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

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

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

19. Inspection

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor: _____
Attention: _____

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

28. Contract Construction

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

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

[Remainder of this page intentionally left blank]

Witnesses:

Printed Name: _____

By: _____

Printed Name: _____

Title: _____

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

Printed Name: _____

Date: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, as _____ of _____, a _____ corporation, and who:

[Notary: Please select one]

☐

is personally known to me; or

☐

has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Allen Green, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Allen Green, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me 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, and who is personally known to me.

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

[CA ____]

SECTION 00200

RETURN RECORDED DOCUMENT TO:

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

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

PAYMENT AND PERFORMANCE BOND

(Public Works)

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

BOND NO. _____

PRINCIPAL:

Developer or Contractor: _____

Principal Business Address: _____

Contact Person: _____

Phone Number: _____

SURETY:

Address: _____

Contact Person: _____

Phone Number: _____

OWNER:

City of Port Orange, Florida, a chartered municipal corporation
1000 City Center Circle
Port Orange, Florida 32129-4144

Contact Person: _____

Phone Number: _____

Amount: \$ _____

City Case/Project No. _____

Description of Work: _____

Project Location: _____

Port Orange, Volusia County, Florida

Legal Description: _____

Front Page

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

RETURN RECORDED DOCUMENT TO:

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

Professional Landscape Maintenance Services

Name of Project

City Project No. **16-04**

Bond No. _____

Space Reserved for Recording Data

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

per Section 255.05, Florida Statutes

Guaranty for Construction of Public Improvements

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

THE CONDITION OF THIS BOND is that if Principal:

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

Notice of Nonpayment and Time Limitations

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.02(2), (8) and (10), Florida Statutes.

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

IN WITNESS WHEREOF, this performance and payment bond is executed in duplicate originals, each of which shall be deemed an original, this _____, day of _____, 20__.

Attest:

(Name of Principal)

(As to Corporate Principal) Secretary

By: _____

Name/Title: _____

(Witness to Principal)

(Corporate Seal)

(Surety)

(Witness to Surety)

By: _____

Name: _____

(Attorney-in-Fact)

(Corporate Seal)

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

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



CITY OF PORT ORANGE

PURCHASING DIVISION
David Battaglia, Purchasing Agent
dbattaglia@port-orange.org
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5704
FAX 386-506-5711

ADDENDUM NO. 1

January 20, 2016

Professional landscape maintenance Services Bid 16-04

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 7, 2016 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.

Clarifications

Under section 00080 Withdraw and Awards Page 17-18 the following highlighted verbiage has been added

WITHDRAWAL AND AWARD

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

All prices and fees quoted will be firm. The contract will be awarded to the LOWEST responsive, responsible bidder.

The bid will be awarded to one primary and one alternate, responsive, responsible bidder. In the event of non-performance by the primary, the alternate will be contracted.

AWARDS: In the event of a conflict, the following statement shall take precedence over all other sections. 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 proposers; 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.

Under section 00090 Specifications Page 25 the following highlighted labeling has been added below as such.

Revised Section 00090 attached.

SCOPE A – FACILITIES MAINTENANCE LEVELS: Class “A”, Class “B”, and Class “C” maintenance will be provided for locations identified under Scope A – Facilities Maintenance Levels in Section 95 – Schedule of Unit Prices.

SCOPE B – RETENTION PONDS MAINTENANCE LEVELS: Class “D” maintenance will be provided for locations identified under Scope B – Retention Ponds Maintenance Levels in Section 95 – Schedule of Unit Prices.

SCOPE C – RIGHTS – RIGHTS OF WAY MAINTENANCE LEVELS: Class “A”, Class “C”, and Class “D” maintenance will be provided for locations identified under Scope B – Retention Ponds Maintenance Levels in Section 95 – Schedule of Unit Prices.

SCOPE D – WELLFIELD SITE MAINTENANCE: Class “E”, Class “F”, Class “G”, and Class “H” maintenance will be provided for locations identified under Scope B – Retention Ponds Maintenance Levels in Section 95 – Schedule of Unit Prices.

SECTION 00090

SPECIFICATIONS

Professional Landscape Maintenance Services

SCOPE OF WORK AND SPECIFICATIONS

STATEMENT OF RESPONSIBILITIES: The Contractor shall be responsible for providing machinery, equipment, tools, materials, labor, supervision, transportation, supplies, insurance, proper safety measures and all incidentals necessary to provide and perform grounds maintenance services as described and requested in these specifications.

MAINTENANCE CLASSES: The City has designated each location within this bid as a “class.” The more location visits performed, the higher the level of finish or service is expected for the location with that designation.

Please note, while the City has provided the square footage and acre measurements on each area covered under this contract, these measurements are APPROXIMATES only. Contractor awarded bid shall be responsible for all maintenance required in each respective area. It is highly recommended that any contractor submitting a bid *personally visit each site prior to submitting a bid*. **Maps showing each area will be provided to all interested parties at the mandatory pre-bid meeting.**

Each class typically represents the frequency of turf grass mowings / cuts and other landscape related maintenance tasks. Debris cleanup, edging, blowing, string trimming, weeding, removing or adjusting tree stake kits, and others must be performed with every scheduled visit.

Rights-of-Way, Facilities and Retention Ponds

Class “A” Maintenance

Number of Site Visits: A total of thirty-nine (39) maintenance visits shall be provided between January 1st and December 31st.

Maintenance Frequency: The first twenty-nine (29) visits of the season start April 1st thru October 31st. The final ten (10) visits start November 1st thru March 31st.

Class “B” Maintenance

Number of Site Visits: A total of thirty-six (36) maintenance visits shall be provided between January 1st and December 31st.

Maintenance Frequency: The first twenty-six (26) visits of the season start April 1st thru October 31st. The final ten (10) visits start November 1st thru March 31st.

Class “C” Maintenance

Number of Site Visits: A total of thirty-two (32) maintenance visits shall be provided between January 1st and December 31st.

Maintenance Frequency: The first twenty-three (23) visits of the season start April 1st thru October 31st. The final nine (9) visits start November 1st thru March 31st.

Class "D" Maintenance

Number of Visits: A total of twenty-four (24) maintenance visits shall be provided between January 1st and December 31st.

Maintenance Frequency: All twenty-four (24) visits of the season shall be scheduled at the rate of two (2) visits per month between January 1st and December 31st.

The following maintenance activities shall occur during each scheduled site visit:

TRASH / DEBRIS CLEANUP: The Contractor shall be responsible for removing all trash and debris, regardless of its source from all turf grass areas, parking areas, sidewalks, mulch landscape areas, and shorelines. This includes, but is not limited to paper, bottles, cans, palm fronds and tree limbs from all sites covered in this bid document. The Contractor is responsible for disposal of trash and debris in accordance with all federal, state, and local laws, rules and regulations.

MOWING OF TURF GRASS AREAS: All turf grass areas within specified facilities, parks, rights-of-way (medians and shoulders) including adjacent curb gutters shall be cleaned of all trash and/or debris prior to mowing. Mowing of trash and debris to shred into smaller pieces is not allowed.

All turf grass areas shall be mowed as specified in this document. No more than one-third (1/3) of the leaf blade should be removed per mowing. The grass shall not be cut so low as to damage or stress the grass and shall not be allowed to reach a height of six (6) inches or more unless otherwise requested by the City. The minimum turf grass mowing heights shall be as follows:

St. Augustine – 2.5 inches

Argentine Bahia – 3 inches

Areas where large mowers are impractical shall be serviced using small push mowers such as the narrow median tips along Dunlawton Avenue, US1 (Ridgewood Avenue) and Nova Road. Mowing of wet turf grass shall be avoided unless permission is authorized by the City. The Contractor shall leave surrounding areas in a clean condition free of accumulated debris, including but not limited to grass clippings, after each mowing. Large clump of clippings will be distributed by mechanical blowing or collected and removed. Materials removed from grounds shall be disposed of off-site by the Contractor in a lawful manner.

EDGING OF TURF GRASS: Contractor shall edge all appropriate surfaces with suitable mechanical equipment including, but not limited to roadways, driveways, curbs, parking areas, walkways, fences, plant beds and tree wells, so that no grass, ground covers or weeds are left extending beyond or over the surface being edged. This includes edging between adjoining beds of dissimilar ground cover types.

STRING TRIMMING OF TURF GRASS: Final string trimming around permanent objects such as metal posts and concrete curbing shall be accomplished with suitable mechanical equipment and at the same cutting heights as the rest of the turf areas. Where string trimming may damage wooden posts,

decorative light poles or other City property, other non-mechanical means must be performed.

BLOWING OF DEBRIS AND TURF GRASS CUTTINGS: Contractor shall blow all appropriate surfaces with suitable mechanical equipment including, but not limited to roadways, driveways, curbs, parking areas, walkways, turf grass areas, plant beds and tree wells as required to leave the area clean and free of debris. Grass clipping and other organic debris shall not be blown into the roadway or disposed of in storm sewer drains.

ADJUSTING AND REMOVING TREE STAKE KITS: Contractor is required to maintain all newly planted trees in a straight vertical position by adjusting tree stake kits as needed. The contractor shall also be responsible to completely remove all stake kits approximately six (6) months to one (1) year after initial planting.

PRUNING OF ORNAMENTAL SHRUBS AND GROUNDCOVERS: Contractor shall prune and shape all ornamental shrubs and ground cover to maintain the natural form of the plant material and maintain its growth within the limitations of the plant bed, to eliminate damaged or diseased wood, and to provide sight distance requirements.

All pruning shall be performed in accordance with the latest approved ANSI-A300 pruning standards.

CREPE MYRTLE TREES: Crepe Myrtle trees shall not be pruned. However, the Contractor shall be responsible to remove all crisscross, dead, or broken branches and Contractor shall remove all sucker growth that occurs between the root ball and bottom of the tree canopy to maintain a minimum clear truck height of 7 feet 6 inches where applicable. Crepe Myrtles shall not be cut back or tipped.

WEEDING OF LANDSCAPE PLANTING BEDS: Weeds, grasses, and other unwanted plant growth shall be removed from all mulched planting areas by hand pulling to remove the entire root system or by herbicide spraying to effectively kill the entire root system. Herbicide shall not be applied in close proximity to existing ornamental shrubs, groundcovers or near the root system of any palm tree, with no exceptions. Herbicides shall not be applied on windy days as the drift will likely kill untargeted plant materials or turf grasses. String trimming around tree trunks with mechanical devices is prohibited. Weeding of all planting beds (including pavement and sidewalk areas) shall take place during each and every scheduled service to ensure the overall aesthetics of the landscape is not adversely affected by weed growth.

REMOVING DEAD PLANT MATERIAL: Contractor shall remove and dispose of all dead ornamental trees, shrubs, and ground cover during each scheduled visit. The contractor is responsible to notify the City to determine if a replacement is necessary.

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 must be submitted and approved by the City prior to applications.

TURF GRASS FERTILIZATION: St Augustine turf grass and Argentine Bahia grass shall receive two (2) pounds of nitrogen per 1,000 square feet during the growing season. Turf grass shall be fertilized two (2) times per year and no more than one (1) pound of nitrogen per 1,000 square feet shall be applied during each scheduled visit. In addition, a complete fertilizer shall be granular in composition and contain thirty to fifty percent (30% - 50%) or more of the nitrogen in a slow release form. The ratio of nitrogen to potash shall be 1:1 or 2:1. A complete fertilizer shall be applied twice per year in March and October.

PALM TREE FERTILIZATION: All mature palms in the landscape shall receive a complete granular fertilizer formulated for palms ("palm special") two (2) times per year at a rate of eight (8) pounds per application. Fertilizer shall be applied in March and October. Fertilizer shall be broadcast under the canopy of the palm but not up against the trunk where newly emerging roots may be injured.

SHRUB AND GROUND COVER FERTILIZATION: All shrubs and ground covers plantings shall be fertilized one (1) time per year in March with a heavy application of a balanced, slow release fertilizer. Each planting bed shall receive one (1) pound of nitrogen per 1,000 square feet of bed area. The mulch is to be pulled back and the fertilizer shall be applied directly near the rootball of each plant. Broadcasting fertilizer on top of mulch is not allowed unless approved by the City.

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 area. Root drench and bud drench all Medjool Palms with City approved fungicide/insecticide at the rate recommended by the manufacturer up to two (2) times per year. 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.

Records shall be kept on pests identified and treatment(s) rendered for control, shall be submitted to the City. All service costs related to pest control are to be included in the "total cost", as listed in the Bid Schedule. 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.

HERBICIDES: Herbicide(s) shall be used only with the prior written approval of the City and only in those areas authorized by the City. Pre-emergence herbicide shall be applied for control of winter annual weeds and herbicide shall be applied when night-time temperatures drop to fifty-five to sixty degrees Fahrenheit for several consecutive days from late October 20th to early November 7th. Contractor shall be responsible for the identification of weeds and recommendations of appropriate selective herbicides. Selective herbicides shall be used to manage weed outbreaks throughout the growing season. All herbicide applicators must be licensed by the State of Florida to apply herbicides, and a copy of the State license shall be provided to the City.

LANDSCAPE PLANTING BED MULCHING: All mulched areas shall be replenished once a year between the winter months of November to March. The Contractor shall properly prepare all planting beds by cutting new bed edges, adjusting tree rings sizes, raking out or removing excess mulch, digging new edges along concrete curbs and sidewalks and removing all weeds and dead plant materials prior to top-coating existing mulch areas with the same type of mulch. Depth of mulch shall be a minimum of 3 inches and a maximum of 4 inches.

IRRIGATION SYSTEMS: Contractor shall be required to repair/replace any irrigation parts that are damaged due to contractor negligence. The City will be responsible for the costs to replace any irrigation parts that are stolen, damaged by acts of vandalism, vehicular damage or other unforeseen or unpreventable causes. All non-functional irrigation heads shall be reported to the City after each mow.

EROSION: If there is noticeable erosion at any site the Contractor shall immediately notify the City of its location. The Contractor shall be responsible for any erosion damage caused by contractor's equipment or performance of duties.

The following are additional requirements of this maintenance contract:

EQUIPMENT: The Contractor shall have on hand at all times and in good working order such equipment as shall permit the Contractor to adequately and efficiently perform its contractual duties. All equipment shall be kept in good repair, appearance, and in a sanitary and clean condition at all times.

Equipment shall have the name of the Contractor, business telephone number and the number of the vehicle in letters not less than three (3) inches high on each side of the vehicle. The contractor may also place its corporate logo on the vehicles; however, no other form of advertising shall be permitted on vehicles. The Contractor shall supply the City with a listing of the vehicle numbers normally assigned to performance of duties and shall keep the list current.

All equipment shall be kept in good safe operating condition with sharp blades and no leaking of oil and gasoline.

EQUIPMENT STORAGE: The Contractor shall be responsible for storing all equipment and supplies off site. The City will not provide any storage space for the Contractor.

EQUIPMENT FUELING AND LUBRICATING: Mowers and power equipment shall be fueled and lubricated using proper tools and equipment. Any fuel or oil spills are the sole responsibility of the Contractor to clean up and / or remove at the Contractor's expense. Any damage to median plant material by such fuel or oil spills shall be replaced within three (3) days by Contractor at the Contractor's expense.

CONTRACTOR SCHEDULE: Contractor shall submit a calendar schedule of all work, including a fertilizer timetable, specifying fertilizer manufacturer and formulary, to be performed for one (1) year. A copy of the yearly calendar shall be submitted to the City. Contractor shall update the schedule on a monthly basis as needed. The use of noise making equipment is restricted to the hours of 7:00 a.m. to 7:00 p.m. Monday through Saturday and from 10:00 a.m. to 6:00 p.m. on Sundays.

FREEZE DAMAGE: Any freeze damaged plant material shall have dead growth removed as soon as it is deemed safe by the Contractor through appropriate means.

REPLACEMENT OF PLANT MATERIALS: The City will be responsible to replace all plant materials that are frozen, stolen, vandalized, or otherwise destroyed by unforeseen or unpreventable circumstances. However, if the City determines that the poor condition of plant materials is due to improper maintenance, the Contractor shall be responsible for replacing such plant material at the Contractor's sole expense. The City shall be notified of plants or areas in distress. These areas need to be evaluated for plan of action and monitored by Contractor. No dead plant material shall remain in landscaping. All replacements shall be done within one (1) week of notification. The City shall approve all plant replacements, sizes and specifications.

TRAFFIC REGULATION: The Contractor shall conform to Florida Department of Transportation Manual on Traffic Controls and Safe Practices for street and highway construction, maintenance and utility operations.

The Contractor shall provide and maintain adequate barricades, construction signs, torches, flashers, guards and flagmen as required on pedestrian and vehicular traffic areas.

Lane closure to traffic is not permitted. Upon completion of work, contractor shall remove all debris, excess materials and barricades leaving medians and roadways clear of all obstructions.

EXTRAORDINARY OCCURRENCES: It is agreed that in no event shall the City or Contractor be liable or responsible to each other or any other person to perform work herein provided, where such stoppages or delays result from inclement weather, drought or excessive rain, acts of God, fire, or any other cause not within the control of the City and/or the Contractor.

CONTRACT PERFORMANCE: It is the intent of the City to ensure that the Contractor provides a quality level of landscape and ground maintenance services. All complaints will be reported to, and promptly resolved by the Contractor. The Contractor shall have twenty-four (24) hours to resolve any such complaints. The City may levy administrative charges for infractions by the Contractor at \$100.00 per day per incident. Such infractions shall include, but not be limited to:

- (a) Failure to resolve complaints within twenty-four (24) hour period.
- (b) Failure to provide safe equipment.
- (c) Failure to provide required documentation in a timely and accurate manner.
- (d) Failure to report damage to irrigation system(s).
- (e) Failure to report property damage or personal injury.
- (f) Failure to remove all trash from site(s).
- (g) Failure to perform scheduled service.
- (h) Landscape employees not adhering to uniform/protective clothing requirements.

For the purpose of this section, the City may deduct any charges from payments due to the Contractor. The City shall notify the Contractor in writing of any action to be taken. In the event the Contractor wishes to contest such assessment, the contractor shall submit a written protest within five (5) days after receiving such notice for an opportunity to be heard by the City and present a defense to such assessment. The City will notify the Contractor in writing of any action taken with respect to Contractor's claims. The decision of the City shall be final.

Based on limited funds, the City may eliminate certain contracted areas or groups in order to stay within the budget. Therefore, the City reserves the right to reject any and all the bids, eliminate areas from the contract and/or reduce maintenance to any given area when it is in the City's best interest.

SAFETY CONSIDERATIONS AND MAINTENANCE OF TRAFFIC (MOT): During mowing/maintenance operations, "MOWING" or "CAUTION MOWING OPERATIONS" signs must be placed on or near affected walkways and other traffic areas. All highway equipment used on right-of-ways must be properly signed and equipped with working safety lights. The Contractor is responsible for being in compliance with all FDOT and OSHA rules and regulations at all times. Within DOT rights-of-way, Maintenance of Traffic Plan (MOT) shall be prepared and implemented by the Contractor when required. All work shall be performed according to FDOT safety and signage recommendations as outlined in their Utility Accommodation Guide, Document Number 710-020-001-b

Contract Time and Renewal and CPI Rate Adjustment: Contract will be for two (2) years from date of acceptance. Contract will be renewable for up to 2 years in annual increments, upon agreement of both parties.

If approved by Council, an annual CPI rate increase will be applied October 1st of each year following the first year of the contract. The CPI rate increase will be adjusted by 75% of the Consumer Price Index of the Southern States multiplied by the previous year's contract price. This rate increase will be based on rates released in July by the United State Department of Labor, Bureau of Labor Statistics.

SUPERVISION: The Contractor shall be responsible for all personnel and supervision required in performing work in accordance with these specifications. Supervision will be required for all working hours of the contract.

The Contractor shall comply with all City regulations.

Contractor understands that all planning, coordinating, and implementation of the described services shall be done through personal contact between the Contractor and City. Contractor shall notify the City (via fax, e-mail or in person) when the specified scheduled services are fully completed. This is to allow the City to inspect for contract compliance and authorization for scheduled payments. City approved representatives of the Contractor shall be available to meet with the City as required to accomplish the City's objectives. All meetings with the City will be at no charge.

CONTACT PERSON: The Contractor shall provide the name and telephone number of a contact person in case of an emergency.

The Contractor shall provide the name and telephone number of a representative to meet periodically with the City.

The City reserves the right to accept or reject any employee of the Contractor

All personnel must be visible as Contractor's employee(s) by uniform while on City property. The Contractor's work force shall be neat and clean in appearance and shall wear identification. Identification shall include the employee's name and company name.

SCOPE A – FACILITIES MAINTENANCE LEVELS: Class "A", Class "B", and Class "C" maintenance will be provided for locations identified under Scope A – Facilities Maintenance Levels in Section 95 – Schedule of Unit Prices.

SCOPE B – RETENTION PONDS MAINTENANCE LEVELS: Class "D" maintenance will be provided for locations identified under Scope B – Retention Ponds Maintenance Levels in Section 95 – Schedule of Unit Prices.

SCOPE C – RIGHTS – RIGHTS OF WAY MAINTENANCE LEVELS: Class "A", Class "C", and Class "D" maintenance will be provided for locations identified under Scope B – Retention Ponds Maintenance Levels in Section 95 – Schedule of Unit Prices.

SCOPE D – WELLFIELD SITE MAINTENANCE: Class "E", Class "F", Class "G", and Class "H" maintenance will be provided for locations identified under Scope B – Retention Ponds Maintenance Levels in Section 95 – Schedule of Unit Prices.

City's Well Fields

Access, scheduling, maintenance activities, inspections and reporting shall be conducted through the City's Public Utilities Department.

Access is restricted based on U.S. Department of Homeland Security requirements. Prior to entering these areas, all persons must be pre-approved by the City of Port Orange Public Utilities Water Department. Contractor shall provide:

- Complete written list of all persons entering this area
- Color copy of each individual's driver's license or other government issued identification

Instruction for entering this City property will be provided from time to time as deemed appropriate.

Class "E" Maintenance

Number of Visits: A total of eighteen (18) maintenance visits shall be provided between January 1st and December 31st.

Maintenance Frequency: The first twelve (12) visits of the season start April 1st thru October 31st the final six (6) visits start November 1st thru March 31st.

Class "F" Maintenance

Number of Visits: A total of twelve (12) maintenance visits shall be provided between January 1st and December 31st.

Maintenance Frequency: All twelve (12) visits of the season start April 1st thru October 31st.

Class "G" Maintenance

Number of Visits: A total of six (6) maintenance visits shall be provided between January 1st and December 31st

Maintenance Frequency: All visits of the season start April 1st thru October 31st.

Class "H" Maintenance

Number of Visits: A total of four (4) maintenance visits shall be provided between January 1st and December 31st.

Maintenance Frequency: All visits of the season start April 1st thru October 31st.

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SECTION 95
SCHEDULE OF UNIT PRICES

SCOPE A

FACILITIES MAINTENANCE LEVELS			TURF MAINTENANCE								TREE & SHRUB MAINTENANCE			PALM TREE		Total Annual Cost ALL APPLICATIONS	
SITE	SQUARE FOOTAGE	ACRES	CLASS "A" MAINTENANCE		Mowing TOTAL ANNUAL COST	MULCH COST PER APPLICATION	GRANULAR FERTILIZER 2X PER YEAR COST PER APPLICATION	Granular Fertilizer TOTAL ANNUAL COST	PESTICIDE TREATMENT TOTAL ANNUAL COST	HERBICIDE TREATMENT TOTAL ANNUAL COST	GRANULAR FERTILIZER 1X PER YEAR TOTAL ANNUAL COST	PESTICIDE TREATMENT TOTAL ANNUAL COST	HERBICIDE TREATMENT TOTAL ANNUAL COST	Granular Fertilizer "PALM SPECIAL" 2X PER YEAR COST PER APPLICATION	Palm Tree Fertilizer TOTAL ANNUAL COST		
			COST PER MOW	Number of Mows Per Year													
1	City Hall Building Site	344,655	7.91		39												
2	Gymnasium Site	179,450	4.12		39												
3	Amphitheater/Lakeside Community Center Site	61,705	1.42		39												
4	Old Police Department Site	65,721	1.51		39												
5	Fire Station #73 Site	16,770	0.39		39									N/A	N/A		
6	City Center Sports Complex	578,082	13.27		39												
7	City Hall Access Rights of Way	183,345	4.2		39									N/A	N/A		
8	Gateway park	5,451	0.13		39												
9	Coraci Sports Fields	474,750	10.9		39									N/A	N/A		
10	Riverwalk Properties	589,335	13.53		39			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
CLASS "B" MAINTENANCE																	
11	Public Works Facility Site	48,561	1.11		36												
12	Adult Activity Center Site	51,172	1.17		36												
13	Fire Station #71 Site	30,204	0.69		36												
14	Parks Department Facility Site	37,902	0.87		36									N/A	N/A		
15	Fire Station #72 Site	55,124	1.27		36												
16	Fire Station #74 Site	18,635	0.43		36									N/A	N/A		
17	Fire Station #75 Site	50,979	1.17		36												
18	Police Department Site	138,140	3.17		36												
19	Causeway Park	293,290	7.48		36												
20	Riverside Park/Chamber of Commerce	95,438	2.19		36												
21	Bushman Park	235,675	5.41		36			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
22	Spruce Creek Recreational Facility	79,291	1.82		36												
23	Willow Run Park	26,481	0.61		36		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
24	Airport Road Park	87,064	2		36												
25	Memorial Park	54,150	1.24		36		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
CLASS "C" MAINTENANCE																	
26	Art Haus	23,467	0.54		32			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
27	White Place Baseball Field	81,771	1.88		32		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
28	Horizon Elementary Sports Field	195,624	4.49		32		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
29	Seminole Street Park	9,000	0.21		32		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
30	Oak Street Park	7,000	0.16		32		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
31	Main Street Park	6,000	0.14		32		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
32	Cedar Street Park	3,366	0.08		32		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
33	Riverside Drive Park	2,940	0.07		32		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
34	Cedar Street Median	6,104	0.14		32		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
35	Cedar Street Park (along canal)	17,075	0.39		32		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
36	East Bayshore Drive Park	32,880	0.75		32		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
37	Bretts Street Park	11,250	0.28		32		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
38	Harms Way Park	32,500	0.75		32		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
39	Southwinds Sports Fields	51,577	1.18		32		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
40	Devon Street Park	3,400	0.08		32		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
41	Dawnview Square	151,000	3.47		32		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
															GRAND TOTAL		
NOTE: "N/A" indicates a specific task is NOT performed; therefore, no cost figure should be entered.																	

SCOPE B

RETENTION PONDS MAINTENANCE LEVELS

		TURF MAINTENANCE								TREE & SHRUB MAINTENANCE					PALM TREES				
						GRANULAR FERTILIZER		Turf	PESTICIDE	HERBICIDE	GRANULAR FERTILIZER		PESTICIDE	HERBICIDE	GRANULAR FERTILIZER				
						MULCH	2X PER YEAR	Granular Fert.	TREATMENT	TREATMENT	TREATMENT	1X PER YEAR	TREATMENT	TREATMENT	"PALM SPECIAL"		Palm Trees		
		SQUARE	COST PER	of Mows	TOTAL	COST PER	COST PER	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL	COST PER	TOTAL	Total		
NAME		FOOTAGE	ACRES	MOW	Per Year	ANNUAL COST	APPLICATION	APPLICATION	ANNUAL COST	ANNUAL COST	ANNUAL COST	ANNUAL COST	ANNUAL COST	ANNUAL COST	APPLICATION	ANNUAL COST	Annual Cost		
1	Commonwealth Boulevard Retention Pond	30,488	0.7		24			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A			
2	Frederick Avenue Retention Pond	95,931	2.2		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A			
3	Westridge Avenue Retention Pond	42,821	0.98		24			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A			
4	Farmbrook Road Retention Pond	47,000	1.08		24			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A			
5	Nova Road Retention Pond #1	60,040	1.38		24			N/A	N/A	N/A	N/A	N/A	N/A	N/A					
6	Nova Road Retention Pond #2	90,125	2.07		24			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A			
7	Nova Road Retention Pond #3 (2 Ponds)	125,200	2.87		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A			
8	Nova Road Retention Pond #4 (2 Ponds)	61,700	1.42		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A			
9	Nova Road Retention Pond #5	65,075	1.49		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A			
10	Whippoorwill Drive Retention Pond	61,348	1.41		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A			
11	Devon Street Retention Pond	47,060	1.08		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A			
12	Tumblebrook Drive Retention Ponds (2 Ponds)	23,258	0.53		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A			
13	Taylor Woods Retention Pond	125,550	2.88		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A			
14	Harms Way Retention Pond	25,000	0.57		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A			
15	Tompkins Drive Retention Pond	40,316	0.93		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A			
16	Squirrel Nest Lane Retention Pond	20,000	0.46		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A			
17	Canal View Boulevard Retention Pond	65,574	1.51		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A			
18	Ruth Street Retention Ponds (3 Ponds)	119,520	2.74		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A			
19	Causeway Retention Ponds (east end) (2 Ponds)	26,310	0.6		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A			
20	Causeway Retention Pond (west end)	4,784	0.11		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A			
21	Cambridge Pump Station Retention Pond	228,300	5.24		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A			
22	Spruce Creek Estates Swale Areas (2)	58,160	1.33		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A			
23	Public Utilities Easement	15,210	0.35		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A			
															GRAND TOTAL				

NOTE: "N/A" indicates a specific task is NOT performed; therefore, no cost figure should be entered.

RIGHTS OF WAY MAINTENANCE LEVELS

TURF MAINTENANCE SCOPE C										TREE & SHRUB MAINTENANCE				PALM TREES					
Class "A" Maintenance										GRANULAR FERTILIZER 2X PER YEAR	Turf Granular Fertilization	PESTICIDE TREATMENT	HERBICIDE TREATMENT	GRANULAR FRETILIZER 1X PER YEAR	PESTICIDE TREATMENT	HERBICIDE TREATMENT	GRANULAR FERTILIZER "PALM SPECIAL" 2X PER YEAR	Palm Trees Fertilizer	Total Annual Cost
ROAD NAME	SQUARE FOOTAGE	ACRES	MOW	Total Mows Per Year	TOTAL ANNUAL COST	MULCH COST PER APPLICATION	COST PER APPLICATION	TOTAL ANNUAL COST	TOTAL ANNUAL COST	TOTAL ANNUAL COST	TOTAL ANNUAL COST	TOTAL ANNUAL COST	TOTAL ANNUAL COST	TOTAL ANNUAL COST	COST PER APPLICATION	TOTAL ANNUAL COST	ALL APPLICATIONS		
1 Causeway and High Rise Bridge	32,427	0.72		39															
2 Ridgewood AvenueMedians	140,852	3.23		39															
3 Ridgewood Avenue Roadsides	78,910	1.81		39		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A			
4 Dunlawton Avenue Medians	338,744	7.78		39															
5 Dunlawton Avenue Roadsides	791,044	18.16		39		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A			
6 Nova Road Medians	90,208	2.07		39															
7 Nova Road Roadsides	404,895	9.26		39		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A			
8 Hockney Court	69,200	1.44		39															
													Grand Total						

Note: "N/A" indicates a specific task is NOT performed; therefore, no cost figure should be entered.

RIGHTS OF WAY MAINTENANCE LEVELS							SCOPE C										
							TURF MAINTENANCE			TREE & SHRUB MAINTENANCE				PALM TREES			
Class "C" Maintenance							GRANULAR FERTILIZER	Turf Granular Fertilization	PESTICIDE TREATMENT	HERBICIDE TREATMENT	GRANULAR FRETILIZER	PESTICIDE TREATMENT	HERBICIDE TREATMENT	GRANULAR FERTILIZER "PALM SPECIAL"	Palm Trees Fertilizer	Total Annual Cost	
		SQUARE FOOTAGE	ACRES	COST PER MOW	Total Mows Per Year	TOTAL ANNUAL COST	MULCH COST PER APPLICATION	2X PER YEAR COST PER APPLICATION	TOTAL ANNUAL COST	TOTAL ANNUAL COST	TOTAL ANNUAL COST	TOTAL ANNUAL COST	TOTAL ANNUAL COST	TOTAL ANNUAL COST	2X PER YEAR COST PER APPLICATION	TOTAL ANNUAL COST	ALL APPLICATIONS
ROAD NAME		FOOTAGE	ACRES	MOW	Per Year	ANNUAL COST	APPLICATION	APPLICATION	ANNUAL COST	ANNUAL COST	ANNUAL COST	ANNUAL COST	ANNUAL COST	ANNUAL COST	APPLICATION	ANNUAL COST	
9	Williamson Boulevard Medians	154,138	3.54		32		N/A			N/A	N/A	N/A	N/A	N/A	N/A	N/A	
10	Williamson Boulevard Roadsides	705,673	16.2		32		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
11	Airport Road Medians	25,580	0.59		32		N/A			N/A	N/A	N/A	N/A	N/A	N/A	N/A	
12	Airport Road Roadsides	167,810	3.54		32		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
13	Summertrees Road Extention Medians	2,850	0.07		32		N/A			N/A	N/A	N/A	N/A	N/A	N/A	N/A	
14	Summertrees Road Extention Roadsides	83,900	1.93		32		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
15	Town West Boulevard Medians	92,095	2.11		32												
16	Town West Boulevard Roadsides	481,310	11.05		32		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
17	Coraci Boulevard Medians	25,215	0.58		32												
18	Coraci Boulevard Roadsides	129,600	2.98		32		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
19	McGinnis Avenue Medians	19,635	0.45		32												
20	McGinnis Avenue Roadsides	94,286	2.16		32		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
21	Willow Run Boulevard Medians	11,410	0.26		32										N/A	N/A	
22	Willow Run Boulevard Roadsides	838,720	19.25		32		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
23	Peninsula Drive	15,000	0.34		32		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
24	Hills Boulevard	1,952	0.04		32		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
25	Fitzgerald Street Medians	9,072	0.21		32		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
26	Conrad Street Medians	9,960	0.23		32		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
27	Roberts Street Medians	3,878	0.09		32		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
28	Tree Garden Drive Median	7,250	0.17		32												
29	Wiltshire Boulevard Medians	38,061	0.87		32			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
30	Countryside Drive Median	2,436	0.06		32			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
31	Merrinac Drive Medians	27,292	0.63		32		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
32	Kingswood Way Medians	8,700	0.2		32			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
33	Sugar House Bouevard Medians	6,260	0.14		32			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
34	Coral Way Medians	2,500	0.06		32		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
35	Talo Circle Median	400	0.01		32		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
													Grand Total			31	

Note: "N/A" indicates a specific task is NOT performed; therefore, no cost figure should be entered.
Professional Landscape Maintenance Services Bid # 16-04

RIGHTS OF WAY MAINTENANCE LEVELS																
SCOPE C																
TURF MAINTENANCE TREE & SHRUB MAINTENANCE PALM TREE MAINTENANCE																
Class "D" Maintenance GRANULAR FERTILIZER Turf Granular Fertilization PESTICIDE TREATMENT HERBICIDE TREATMENT GRANULAR FERTILIZER PESTICIDE TREATMENT HERBICIDE TREATMENT GRANULAR FRETILIZER "PALM SPECIAL" Palm Trees Fertilizer Total Annual Cost All Applications																
ROAD NAME	SQUARE FOOTAGE	ACRES	COST PER MOW	Total Mows Per Year	TOTAL ANNUAL COST	MULCH COST PER APPLICATION	GRANULAR FERTILIZER 2X PER YEAR COST PER APPLICATION	Turf Granular Fertilization TOTAL ANNUAL COST	PESTICIDE TREATMENT TOTAL ANNUAL COST	HERBICIDE TREATMENT TOTAL ANNUAL COST	GRANULAR FERTILIZER 1X PER YEAR ANNUAL COST	PESTICIDE TREATMENT ANNUAL COST	HERBICIDE TREATMENT ANNUAL COST	GRANULAR FRETILIZER "PALM SPECIAL" 2X PER YEAR COST PER APPLICATION	Palm Trees Fertilizer TOTAL ANNUAL COST	Total Annual Cost All Applications
36 Taylor Road	233,277	5.35		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
37 Spruce Creek Road	558,400	12.81		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
38 Madeline Avenue	609,850	14		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
39 Canal View Boulevard	145,050	3.33		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
40 Central Park Boulevard	295,396	6.78		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
41 Clyde Morris Boulevard	203,940	4.68		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
42 Hensel Road	97,435	2.24		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
43 Yorktown Boulevard Median	1,290	0.03		24			N/A	N/A	N/A	N/A				N/A	N/A	
44 Yorktown Boulevard Roadsides	207,520	4.76		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
45 Avon Court Triangle Median	2,500	0.06		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
46 Herbert Street	155,611	3.57		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
47 Train Depot Building (Herbert Street)	41,725	0.96		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
48 Commonwealth Boulevard	41,285	0.95		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
49 Oak Street	33,678	0.77		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
50 Jackson Street	20,686	0.47		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
51 Victoria Gardens Boulevard Medians	1,240	0.03		24			N/A	N/A	N/A	N/A				N/A	N/A	
52 Victoria Gardens Boulevard Roadsides	28,510	0.65		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
53 Sweetwater Boulevard	23,010	0.53		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
54 Stewart Avenue	12,550	0.29		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
55 Hidden Lake Drive	12,736	0.29		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
56 Old Hammock Road	14,268	0.33		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
57 Pepper Hill Road	6,779	0.16		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
58 Highpoint Drive	8,000	0.18		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
59 Renner Road	4,272	0.1		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
60 Dalford Road	7,226	0.17		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
61 Gladys Street	4,610	0.11		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
62 Newton Road	6,336	0.15		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
63 Bay Ridge Lane Median	9,184	0.21		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
													Grand Total			

NOTE: "N/A" indicates a specific task is NOT performed; therefore, no cost figure should be entered.

SCOPE D

WELLFIELD SITE MAINTENANCE

CLASS "E" MAINTENANCE						Cost	Number	Total			Total Annual Cost All
SITE DESCRIPTION		FROM	TO	SQUARE FOOTAGE	ACRES	Per MOW	of Mows Per Yr	Annual Cost	STRING TRIMMING	EDGING	Applications
1	Pumping Station & Tank Facility	South End of Bear Trail		94,525	2.17		18			N/A	
2	Maintenance Building	Shunz Road & Flow Way		9,893	0.23		18			N/A	
3	Well Buildings (27 Sites)	SEE MAP FOR LOCATIONS		59,475	1.37		18			N/A	
4	Generators (5)	Located at Well Buildings		10,890	0.25		18			N/A	
CLASS "F" MAINTENANCE											
5	Solar Array	South Campsite Road		13,350	0.31		12			N/A	
CLASS "G" MAINTENANCE											
6	Reservoir Lake "A"	South End of Bear Trail		334,620	7.68		6		N/A	N/A	
7	Reservoir Lake "B"	East of Reservoir "A"		372,270	8.55		6		N/A	N/A	
WELLFIELD RIGHTS OF WAY											
CLASS "H" MAINTENANCE											
8	Shunz Road Right of Way	County Road 415	Flow Way	1,267,200	29.09		4		N/A	N/A	
9	Shunz Road Right of Way	Flow Way	Interstate 4 (I-4)	361,800	7.27		4		N/A	N/A	
10	Bear Trail Right of Way	Shunz Road (southeastward)	The Reclaimed Storage Tank	79,200	1.82		4		N/A	N/A	
11	Flow Way Right of Way	Shunz Road (southward)	Road End	79,200	1.82		4		N/A	N/A	
12	Campsite Road Right of Way	Shunz Road (northward)	Road End	20,400	0.47		4		N/A	N/A	
13	Campsite Road Right of Way	Shunz Road (southward)	Road End	950,400	21.82		4		N/A	N/A	
14	Harley Road Right of Way	Shunz Road (northward)	Road End	31,500	0.72		4		N/A	N/A	
15	Harley Road Right of Way	Shunz Road (southward)	Road End	221,760	5.09		4		N/A	N/A	
16	Artesian Drive Right of Way	Harley Road (southward)	Road End	205,800	4.72		4		N/A	N/A	
17	Puddle Lane Right of Way	Harley Road (westward)	Road End	79,200	1.82		4		N/A	N/A	
18	Drema Way Right of Way	Shunz Road (southward)	Puddle Lane	126,720	2.91		4		N/A	N/A	
19	Pasture around Dirt Stockpile Lot	Shunz Road (south side)		1,089,000	25		4		N/A	N/A	
								GRAND TOTAL			

NOTE: "N/A" indicates a specific task is NOT performed; therefore, no cost figure should be entered.



CITY OF PORT ORANGE

PURCHASING DIVISION
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ADDENDUM NO. 2

February 04, 2016

Professional Landscape Maintenance Services BID #16-04

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 7, 2016 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.

Questions & Answers

1. Can we have a fillable Excel sheet so that we can input our prices for the bid?

Answer: Yes. They are now uploaded to Demand Star in Excel format to be filled in.

2. The expectation for the bid bond will be for the full amount?

Answer: No, just what you bid on. It is 5% of your total bid amount.

3. I'm assuming that E-Verify is used for U.S. Home Land Security correct?

Answer: Yes.

4. Can you break the mulch quantity out?

Answer: Yes. Please see revised attached bid spread sheets for Bid #16-04 containing cubic yard quantities of mulch in areas where deemed necessary.

5. In the contract it says edge the roads. Do you edge the roads?

Answer: Yes.

6. Will there be one point of contact Mgr.

Answer: The overall management of the contract falls under the Public Works Director or his designee as the contract was initiated by Public Works. However, Utilities will be responsible for the inspection and verification of completed work and signing off on invoices for the well fields and Parks and Recreation responsible for their areas of work identified in the contract. Both departments will do so in coordination with Public Works.

7. When edging the road side shoulders such on Dunlawton, there really is not a defined edge in the scope for the contractor to follow. Is the City going to put a defined edge for the contractor to follow?

Answer: Edging specification is defined in the specifications (section 00090) of bid 16-04.

8. Edging should be brought back to where the edge of the road? Not just not just cutting overhang?

Answer: Yes.

9. You're taking the lowest qualified bidder?

Answer: Lowest responsible responsive bidder.

10. In the report in regard to the sports complex does it include all the fields?

Answer: No.

11. In the specifications the pest control program on Bermuda grass is showing 2 applications. Will it be different if you're doing the fields?

Answer: The sport fields are not included.

12. In this bid you have a 30 day termination without cause. I don't think that's good idea?

Answer: We do not want to wait longer. We think 30 days is enough?

13. Can we have someone escort us to the locations?

Answer: Yes please call the purchasing agent David Battaglia to arrange.

14. Please consider providing a separate line item on Pg. 34, Total Base Bid, for "PAYMENT AND PERFORMANCE BOND"?

Answer: Payment and performance bonds are not a line item for the bid form. Payment and Performance Bonds are only required after selection of top vendors(s) is made and contract is signed.

15. On the highlighted map provided by the City, the entire City Center Sports Complex and Coraci Sports Fields is highlighted. Are bidders to include the sports fields in their proposal? If so should be a different set of specifications provided?

Answer: The sports fields are not to be included. They will be mowed by the City's Parks and Recreation personnel.

16. Do you have a quantity on the palm trees?

Answer: 546

17. Please consider having "MULCH" bid as an alternate and priced per cubic yard? Please see attached PDF for reference

Answer: We are quantifying this in the bid sheet that requires mulch by the cubic yard and it will be part of your bid.

18. Will one individual be responsible for managing the contract?

Answer: Yes. This will be the director of Public Works- Branford Adumuah.

19. Can I bid on the sections I know I have the equipment to effectively do?

Answer: Yes, but under one or more of the stated "Maintenance" level and class with a "Grand Total."

20. How does the bid bond work if I am awarded part of the job?

Answer: It is 5% of your total bid.

21. In research of previous bids, I have noticed that there has never been a bid tab generated listing the "cost per mow" instead only the total for the "total base bid" or base bid for each section has been listed such as with Landscape Maintenance BID #14-30. Is it possible to obtain a copy of previous bids that list the "cost per mow" instead of the "Total Base Bid"? As the current bid is not divided up in sections as previous bids have been.

Answer: Attached to this addendum please find prior examples per your request.

22. Can you provide copies of the current agreements with the City of Port Orange and contractors for work associated with Bid#16-04?

Answer: Current contracts are attached. In 2011, Landscape Maintenance Bid #11-11 was awarded to Tif Jen Inc. and Tuff Turf. This contract had 4-one year extensions and it is the contract that Tif Jen still provides landscape services under today.

Tuff Turf however terminated his contract under Bid #11-11 and that's why Bid #14-30 was advertised in July 2014.

Bid #14-30 was awarded to three vendors: Glencoe Lawns (Section 1), Servello & Son (Sections 2 & 4A) and Barton & Barton (Section3).

Servello & Son were terminated by the City effective July 2015 due to non-performance. Barton & Barton took over maintenance of those sections (2 & 4A).

So, currently, we have three landscape maintenance contracts: TifJen under Bid #11-11; Barton & Barton, Sections 2,3, 4A of Bid#14-30; Glencoe Lawn, Section 1 of Bid#14-30.

All areas under contracts have now been combined and re-arranged for Bid #16-04.

23. I went to visit the sights and noticed some areas like the retention ponds and it looks like edging was done there and other areas not done for months. Can you be more specific with edging?

Answer: Edging is required for all areas. Please include it in your bid.

24. Regarding some of the properties that we spoke about today, I noticed some were not as maintained as others. For example, some were not string trimmed around the property and water ways. Are all of the properties listed in the bid being currently maintained? I want to be certain I submit an appropriate bid for each one.

Answer: All areas are being maintained although, the frequency of maintenance by our in-house personnel may be far less than the frequency proposed in the bid documents. There has been changes to the properties overall areas and it will be brought to contract's standard prior to contractors start date.

25. After driving around and visually seeing some of the sites for myself especially in regards to some of the right of ways. I am wondering if it is possible to clarify exactly what you are looking for as far as the right of way maintenance. What I mean basically there are a few locations that appear to be overgrown a bit and would need a bush hog to clean up initially and remaining would just be regular maintenance. I also remember within the meeting that there a few locations that will need initial clean ups. Will you have a separate line item for the initial clean ups of those needed sites and have them listed for specific needs? (For example site A is overgrown with thick vegetation and at 24" height; cost for Site A initial clean up \$_____)

Answer: This will not have a separate line item for initial clean up. Instead Public Works Crews will conduct the initial clean up prior to the contractor's start date.

26. As far as the "sport fields" do you have further clarification on whether or not Parks and Rec will be completing the maintenance on just the fields or if they are completely hands off and the fields are to also be maintained by the contractor?

If fields are to also be maintained by the contractor then the frequency for just the fields will need to be adjusted to at least 3 times a week if not more frequent per current sport field maintenance guidelines and fertilizer, aerating, overseeing, reseeding, pest control, and mow cycles; will also need to be considered.

Answer: The sports field are not to be included in the mowing contract. Contractor would be mowing the common areas in the parks but not the sports turf. Parks and Recreation will conduct the mowing maintenance on all sport fields.

27. Is there a preference for which herbicides the City would like to see used if needed?

Answer: An approve Volusia County/FDOT herbicides as listed on the qualified product list (QPL).

28. As far as spraying of herbicides are there certain restrictions as far not allowed on certain sites i.e. well fields?

Answer: Please refer to the spreadsheets for required site's spraying of herbicides and schedule. All DEP laws and Volusia County regulations are to be followed.

29. Does the City of Port Orange currently have a quality control method in place? For example weekly/monthly inspections of all sites to confirm work is being completed properly or some sort of scorecard? If not is that sole the responsibility of the contractor to ensure quality performance is being completed.

Answer: There will be an assigned inspector to inspect for quality of the maintenance being conducted and to ensure all contractors are adhering to the terms of the contract. All sites will be inspected soon after each schedule mow.

30. Do both sides of the sidewalk get edged along the roadways?

Answer: Yes, both sides of the sidewalk are to be edged.

31. Is the mulch price to include red mulch and pine bark?

Answer: Mulch estimated quantiles will be given in cubic yards and the type of mulch is to be priced to match existing.

32. Is the Peanut grass included in City Center? It is patchy in areas and cannot be treated with herbicide. These areas would have to be all hand weeded.

Answer: City Hall and the rights a way areas along City Center Parkway and City Center Boulevard is going through a design process for a new landscaping concept which construction should begin by the end of this fiscal year or early fiscal year 2017.

Clarifications

The Water Production Manager (WPM) is responsible for ensuring the Mowing Contractor meets the security provisions for entering the well field area as outlined in the document.

1. The Water Production Manager (WPM) or his designee, shall be provided with a list of names and a legible, color, copy of government-issued photo identification of any and all individual employees of the mowing contractor that will be performing work at the well field from time to time.
2. One (1) electronic key card will be issued to, and signed for by the person in charge (Crew Chief) for the mowing contractor that will be accompanying the work crew and accessing the wellfield.
3. The Crew Chief for the mowing contractor shall contact the Water Plant by phone at (386) 756-5380 when they access the wellfield to perform their work in the morning and will call that phone number again before they leave and after they lock up in the afternoon. Phone number may be changed from time to time.
4. All work will be scheduled in advance and must be performed between Monday and Friday between the hours of 07:00 and 17:00. No weekend work will be allowed.
5. The mowing contractor shall be responsible for providing to each and every employee assigned to work in the well field personal accommodations and safety equipment. Each

person working in the well field must wear a minimum of 500 square inches of daylight fluorescent orange material as an outer garment. Such clothing must be worn above the waistline and can include a head covering. There are no restroom or breakroom facilities available in the well field for use by the mowing contractor. Potable drinking water must be provided by the mowing contractor. Cellular signal coverage is sporadic.

Additions

The portion of Rights of Way mowing from Nova Road to Spruce Creek Road, Operations will be suspended between mid to late April 2016, to the end of July 2016. These medians are schedule to be under construction for a period of 90 days which a deductive change order will be issued. Also, Public Works estimate that a portion of US1 (Ridgewood Avenue) will be under construction sometime late fiscal year 2016, or early fiscal year 2017, for a period of time depending on the scope of work.

In all other respects, except as specifically stated herein, the subject RFP remains unchanged.

END OF ADDENDUM NO. 2

RESPONSE TO QUESTION 21. FOR INFORMATIONAL PURPOSES ONLY.

SECTION 3 - Landscape Maintenance Bid Sheet AREA DESCRIPTION - 32 Mows Per Year Section 3 - Page 1 of 2											
Barton & Barton				Mowing - 32 mows per year		Weeding - 12 Per Year		Mulch-1 application per year (March)	Granular Fertilizer - 2X per Year		Total Annual Cost
#	Area Description	Square Footage	Acres	Cost Per Mow	Total Annual Cost	Cost Per Weeding	Total Annual Cost	Cost Per Application	Cost Per App.	Annual Cost	All Applications
1	Cedar Street Median	6,104	0.14	13.00	416.00	X	X	X	X	X	416.00
2	Connelly Building	23,476	0.54	41.00	1,312.00	X	X	X	X	X	1,312.00
3	Conrad Median	9,960	0.23	27.00	864.00	X	X	X	X	X	864.00
4	Coral Way	2,500	0.06	8.00	256.00	X	X	X	X	X	256.00
5	Deep Forest Medians	7,250	0.17	22.00	704.00	25.00	300.00	270.00	X	X	1,274.00
6	Devon Street Park	3,400	0.08	12.00	384.00	X	X	X	X	X	384.00
7	Fitzgerald Median	9,072	0.21	26.00	832.00	X	X	X	X	X	832.00
8	Kingswood Median	8,700	0.20	22.00	704.00	20.00	240.00	100.00	0.00	0.00	1,044.00
9	Merimac Medians	27,292	0.63	56.00	1,792.00	X	X	X	X	X	1,792.00
10	Peninsula Right-of-Way	15,000	0.34	27.00	864.00	X	X	X	X	X	864.00
11	Roberts Street Median	3,878	0.09	10.00	320.00	X	X	X	X	X	320.00
12	Sugar Forest	6,260	0.14	18.00	576.00	25.00	300.00	110.00	X	X	986.00
13	Sweetwater Hills Entrance	1,952	0.04	10.00	320.00	X	X	X	X	X	320.00
14	Talo Circle	400	0.01	8.00	256.00	X	X	X	X	X	256.00
15	White Cap Ave.	3,170	0.07	10.00	320.00	X	X	X	X	X	320.00
16	Willow Run Medians	15,700	0.36	28.50	912.00	18.00	216.00	285.00	10.00	20.00	1,433.00
17	Leisure Villas Entrance	2,436	0.06	7.00	224.00	X	X	85.00	X	X	309.00
18	Wiltshire Blvd. Median	38,061	0.87	65.00	2,080.00	X	X	X	X	X	2,080.00
19	White Place	81,771	1.88	139.00	4,448.00	X	X	X	X	X	4,448.00
20	Dawnview Square	151,000	3.47	265.00	8,480.00	X	X	X	X	X	8,480.00
21	Bretts Street Park	11,250	0.26	19.00	608.00	X	X	X	X	X	608.00
22	Cedar Street Park	3,366	0.08	10.00	320.00	X	X	X	X	X	320.00
23	Cedar Street (along canal)	17,075	0.39	29.00	928.00	X	X	X	X	X	928.00

SECTION 4A - Landscape Maintenance Bid Sheet
AREA DESCRIPTION - 39 Mows Per Year

Glencoe Lawns Inc.

			Mowing - 39 mows per year		Weeding - 12 Per Year		Mulch-1 application per year (March)	Granular Fertilizer* - 2X per Year		Total Annual Cost All Applications
Area Description	Square Footage	Acres	Cost Per Mow	Total Annual Cost	Cost Per Weeding	Total Annual Cost	Cost Per Application	Cost Per App.	Annual Cost	
1	Dunlawton Avenue (medians and roadsides), from Spruce Creek Rd. to Summertrees Rd.	1,138,62026.14	1,250.00	48,750.00	1,000.00	12,000.00	5,000.00	1,500.00	3,000.00	68,750.00
2	Ridgewood Avenue (medians and roadsides), from Flemming Ave., to Rose Bay Bridge	144,5913.32	750.00	29,250.00	X	X	X	X	X	29,250.00
3	Nova Road, Medians Only, from Ridgewood Ave. to Eagle Lake Trail	90,2082.07	350.00	13,650.00	250.00	3,000.00	1,250.00	300.00	600.00	18,500.00
Column Totals:		1,373,41931.53	2,350.00	91,650.00	1,250.00	15,000.00	6,250.00	1,800.00	3,600.00	116,500.00

*Note: Dunlawton Avenue Median fertilizer applications: 289,590 sq feet (6.65 acres). As stated previously, approximate measurements only - each vendor responsible for visiting site.

			Mowing - 39 mows per year		Weeding - 12 Per Year		Mulch-1 application per year (March)	Granular Fertilizer* - 2X per Year		Total Annual Cost All Applications	
Area Description	Square Footage	Acres	Cost Per Mow	Total Annual Cost	Cost Per Weeding	Total Annual Cost	Cost Per Application	Cost Per App.	Annual Cost		
1	Dunlawton Avenue (medians and roadsides), from Spruce Creek Rd. to Summertrees Rd.	1,138,620	26.14	1,146.00	44,694.00	146.00	1,752.00	660.00	264.00		528.00
2	Ridgewood Avenue (medians and roadsides), from Flemming Ave., to Rose Bay Bridge	144,591	3.32	265.00	10,335.00	X	X	X	X	X	10,335.00
3	Nova Road, Medians Only, from Ridgewood Ave. to Eagle Lake Trail	90,208	2.07	472.00	18,408.00	118.00	1,416.00	308.00	88.00	176.00	20,308.00
Column Totals:		1,373,419	31.53	1,883.00	73,437.00	264.00	3,168.00	968.00	352.00	704.00	78,277.00

*Note: Dunlawton Avenue Median fertilizer applications: 289,590 sq feet (6.65 acres). As stated previously, approximate measurements only - each vendor responsible for visiting site.

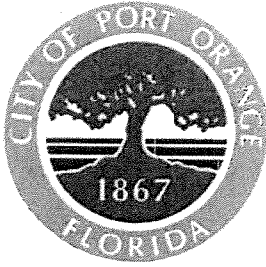
RESPONSE TO QUESTION 21. FOR INFORMATIONAL PURPOSES ONLY.

SECTION 3 - Landscape Maintenance Bid Sheet - Continued

AREA DESCRIPTION - 32 Mows Per Year

Section 3 - Page 2 of 2

				Mowing - 32 mows per year		Weeding - 12 Per Year		Mulch-1 application per year (March)	Granular Fertilizer - 2X per Year		Total Annual Cost All Applications
#	Area Description	Square Footage	Acres	Cost Per Mow	Total Annual Cost	Cost Per Weeding	Total Annual Cost	Cost Per Application	Cost Per App.	Annual Cost	
24	Riverside Drive Park (on Rose Bay at end of Riverside Dr)	2,940	0.07	8.00	256.00	X	X	X	X	X	256.00
25	Deck Down Under Access Road Right-of-Way	25,000	0.57	42.00	1,344.00	X	X	X	X	X	1,344.00
26	East Bayshore Dr. (park along canal)	32,880	0.75	56.00	1,792.00	X	X	X	X	X	1,792.00
27	Harms Way Park	32,500	0.75	60.00	1,920.00	X	X	X	X	X	1,920.00
28	Main Street Park (on Riverside Dr., at end of Main St.)	6,000	0.14	10.00	320.00	X	X	X	X	X	320.00
29	Oak Street Park	7,000	0.16	21.00	672.00	X	X	X	X	X	672.00
30	Seminole Park	9,000	0.21	22.00	704.00	X	X	X	X	X	704.00
31	Southwinds Park (common area)	51,577	1.18	105.00	3,360.00	X	X	X	X	X	3,360.00
32	Horizon Elementary Sports Field	195,624	4.49	345.00	11,040.00	X	X	X	X	X	11,040.00
33	Public Utilities Lab	0	0.00	Removed from Bid					X	X	
34	Wastewater Plant	0	0.00	Removed from Bid					X	X	
35	Water Plant	0	0.00	Removed from Bid		X	X	X	X	X	
36	Williamson Blvd. Water Tank	0	0.00	Removed from Bid		X	X	X	X	X	
37	Environmental Control House	0	0.00	Removed from Bid		X	X	X	X	X	
Column Totals:		811,594	18.63	1,541.50	49,328.00	88.00	1,056.00	850.00	10.00	20.00	51,254.00



**CITY OF PORT ORANGE
AMENDMENT NO. 1 TO
STANDARD CONTRACT FOR SERVICES
DATED SEPTEMBER 30, 2014**

This Amended Standard Contract for Services ("Contract") is entered into on this 14 day of July, 2015, by and between the **City of Port Orange**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 ("City"), and **BARTON & BARTON, INC.**, whose principal address is 873 Hull Road, Unit 18, Ormond Beach, Florida 32174 ("Contractor"). (The City and Contractor are collectively referred to herein as the "Parties.")

WHEREAS, the Parties entered into a Standard Contract for Services on September 30, 2014 which provides that Contractor shall provide to the City all supervision, labor, materials, equipment and licenses required to provide the mowing, hand weeding, edging, granular fertilizer applications, mulch applications, pruning and trimming services on City-owned facilities and properties pursuant to Bid 14-30 Landscape Maintenance; and

WHEREAS, a true and correct copy of the 2014 Contract is available in the Office of the City Clerk, City of Port Orange, Florida, 1000 City Center Circle, Port Orange, Florida 32129; and

WHEREAS, the 2014 Contract provides an initial term commencing on October 1, 2014 and continuing until September 30, 2015; and

WHEREAS, the 2014 Contract provides provisions for one (1) additional contract renewal for a period of one (1) year commencing on October 1, 2015 and continuing until September 30, 2016, upon written consent of the parties and appropriation by City Council; and

WHEREAS, the 2014 Contract provides for an amount up to but not to exceed Fifty-One Thousand Two Hundred Fifty-Four and 00/100 Dollars (\$51,254.00) during the initial term of the Contract; and

WHEREAS, the Parties desire to amend the scope of services and amount of the 2014 Contract to expand services to include Section 2 and Section 4A of Bid No. 14-30, increasing the amount an additional Forty-Nine Thousand Twenty-Six and 00/100 Dollars (\$49,026.00); and

WHEREAS, the Port Orange City Council has determined that the execution of this Amendment is beneficial to the citizens of the City of Port Orange.

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

1. Provision of Services

- (a) The Contractor hereby agrees to provide the City all supervision, labor, materials, equipment and licenses required to provide the mowing, hand weeding, edging, granular fertilizer applications, mulch applications, pruning and trimming services on City-owned facilities and properties as set forth in Bid No. 14-30 Landscape Maintenance Section 2 and Section 4A, in addition to section 3 as provided for in the Standard Contract for Services Dated September 30, 2014.

2. City Obligations. In return for the services identified above, the City agrees to compensate Contractor for the unit costs as set forth in Exhibit "1", attached hereto subject to a limit up to but not to exceed One Hundred Thousand Two Hundred Eighty and No/100 Dollars (\$100,280.00) for Fiscal Year 2014-2015. The City's obligation to pay

Contractor 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 Florida Statute Sections 218.70 through 218.79, Florida Statutes, as amended. The City makes no covenant or promise as to the amount of services to be required under this Contract, nor that the City shall place orders for services during the life of this Contract. 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.

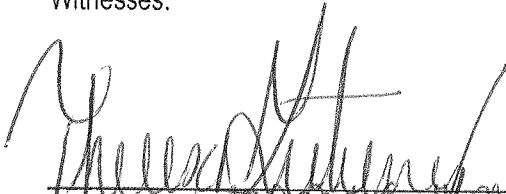
3. Party Obligations. The Contractor upon five (5) days written notice shall commence additional services as provided in this Amendment No. 1. The City shall have right to terminate the additional services upon five (5) days written notice.

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.

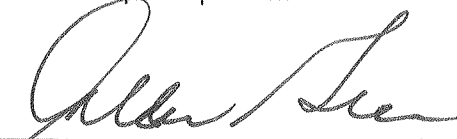
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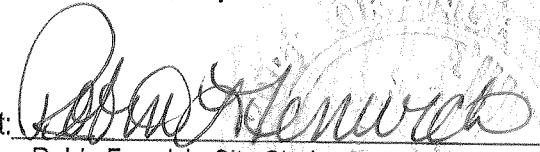
Witnesses:


Printed Name: Theresa Gutierrez


Printed Name: Barbara J. Abbate

CITY OF PORT ORANGE
a Florida municipal corporation

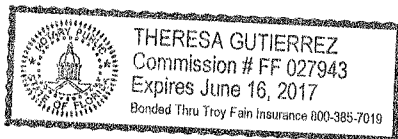
By: 
Allen Green, Mayor

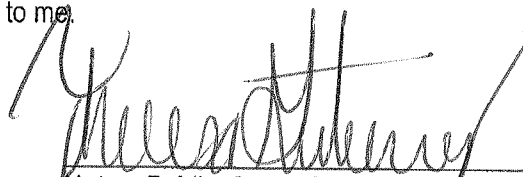
Attest: 
Robin Fenwick, City Clerk

Date: 7/14/15

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 14 day of July, 2015, by Allen Green and Robin Fenwick, as Mayor and City Clerk, respectively, of the City of Port Orange, a Florida municipal corporation, on behalf of the City, and who are personally known to me.




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

Witnesses:

Ramon Rivera
Printed Name: Ramon Rivera

Michaelroy Rosado
Printed Name: Michaelroy Rosado

BARTON & BARTON, INC.

By: Richard C. Barton
Richard C. Barton, President

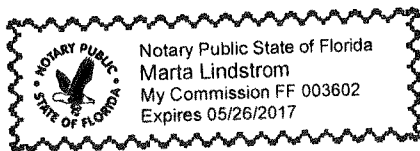
Date: 7/9/2015

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 9 day of July, 2015, by Richard C. Barton, as President of Barton & Barton, Inc., a Florida corporation, and who:

[Notary: Please select one]

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



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

[CA4476]

QUESTION NUMBER 22. CURRENT CONTRACTS. FOR INFORMATIONAL PURPOSES ONLY.

SECTION 2 - Landscape Maintenance Bid Sheet

Barton? Barton

AREA DESCRIPTION - 24 Mosco Per Year

#	Area Description	Square Footage	Area	Mowing - 54 mosco per year		Weeding - 12 per year		Mulch	Granular Fertilizer - 2X per year		Total Annual Co All Applications
				Cost Per Mosco	Total Annual Cost	Cost Per Weeding	Total Annual Cost	Application per year (Mosco)	Cost Per App.	Annual Cost	
1	Airport Road/Williamson Retention Area	83,700	1.82	45.00	1080.00	X	X	X	X	X	1080.00
2	Brandy Hills Retention Area	40,316	0.93	26.00	624.00	X	X	X	X	X	624.00
824.003	Canalview Retention Area	85,574	1.51	40.00	960.00	X	X	X	X	X	960.00
890.004	Causesway-East Side of Bridge (2 ponds)	26,310	0.60	19.00	456.00	X	X	X	X	X	456.00
466.005	Causesway-West Side of Bridge (1 pond)	4,784	0.11	8.00	192.00	X	X	X	X	X	192.00
182.006	Frascrick Avenue Retention	85,931	2.20	55.00	1320.00	X	X	X	X	X	1320.00
1320.007	Devonwood Retention Area	47,090	1.09	31.00	744.00	X	X	X	X	X	744.00
744.008	Galewood Retention Area	20,600	0.48	17.00	408.00	X	X	X	X	X	408.00
408.009	Hanna Way Retention Area	25,600	0.57	18.00	432.00	X	X	X	X	X	432.00
482.0010	Novis Road Retention Pond #1	60,040	1.38	47.00	1128.00	X	X	X	X	X	1128.00
1128.0011	Novis Road Retention Pond #2	60,125	2.07	65.00	1560.00	X	X	X	X	X	1560.00
1560.0012	Novis Road Retention Pond #3	125,200	2.87	84.00	2016.00	X	X	X	X	X	2016.00
13	Ruth Street Retention Area Ponds #1, #2 and #3	116,820	2.74	64.00	1536.00	X	X	X	X	X	1536.00
14	Taylor Woods Retention Pond	125,560	2.88	75.00	1800.00	X	X	X	X	X	1800.00
16	Summitrees Extension, from Williamson Blvd. to Crooked Pine	68,750	1.99	145.00	3480.00	X	X	X	X	X	3480.00
18	Turntable Drive Retention Areas 1 & 2	23,240	0.83	15.00	360.00	X	X	X	X	X	360.00
17	Woodridge Retention Area	42,827	0.98	27.00	648.00	X	X	X	X	X	648.00
18	Whippswill Drive Retention Area	81,338	1.41	36.00	864.00	X	X	X	X	X	864.00
19	Airport Road, from Williamson to flashing light school sign	188,300	4.44	245.00	5880.00	X	X	X	X	X	5880.00
20	Avon Court	2,360	0.06	10.00	240.00	X	X	X	X	X	240.00
21	B-23 Retention Area - US1	47,000	1.08	61.00	1464.00	30.00	360.00	X	X	X	1824.00
22	Corral Boulevard	164,816	3.65	172.00	4128.00	X	X	X	X	X	4128.00
23	McGinnis Boulevard	75,233	1.73	47.00	1128.00	X	X	X	X	X	1128.00
24	Town West Blvd. from Williamson to Tomoka Farms Rd.	573,485	13.16	888.00	21312.00	X	X	X	X	X	21312.00
25	Williamson Blvd. from north end of Pavilion, to end of road at Cypress Head golf course	658,611	19.74	966.00	23184.00	X	X	X	X	X	23184.00
26	Commonwealth (adjacent to Buechman)	11,160	0.26	15.00	360.00	X	X	X	X	X	360.00
Column Totals:		3,091,085	70.88	3221.00	77304.00	30.00	360.00				77664.00

*See Bid Package sheet "Scope of Work - Section 2" for square footages/areas of median areas to be fertilized.

Quote Submitted MAY 2015

EXHIBIT "1"

SECTION 4A - Landscape Maintenance Bid Sheet
AREA DESCRIPTION - 39 Mows Per Year

Barton : Barton

			Mowing - 39 mows per year		Weeding - 12 Per Year		Mutch-1 application per year (Mutch) Cost Per Application	Granular Fertilizer* - 2X per Year		Total Annual Cost All Applications
Area Description	Square Footage	Acres	Cost Per Mow	Total Annual Cost	Cost Per Weeding	Total Annual Cost		Cost Per App.	Annual Cost	
1 Dundarion Avenue (medians and roadside), from Spruce Creek Rd. to Summerbrook Rd.	1,138,520	26.14	1990.00	77610.00	210.00	2520.00	X	X	X	80130.00
2 Ridgewood Avenue (medians and roadside), from Fleming Ave., to Rose Bay Bridge	144,591	3.32	300.00	11700.00	X	X	X	X	X	11700.00
3 Nova Road, Medians Only, from Ridgewood Ave. to Eagle Lake Trail	98,208	2.27	320.00	12480.00	90.00	1080.00	X	X	X	13560.00
Column Totals:	1,373,419	31.53	2610.00	101790.00	300.00	3600.00				105390.00

*Note: Dundarion Avenue Median fertilizer applications: 288,550 sq feet (6.65 acres). As stated previously, approximate measurements only - each vendor responsible for visiting site.

Quote Submitted May 2015

EXHIBIT "1"

EXTENSION AGREEMENT NO. 1

THIS EXTENSION OF AGREEMENT NO. 1 ("Agreement") 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 **BARTON & BARTON, INC.**, a Florida corporation whose principal address is 873 Hull Road, Unit 18, Ormond Beach, Florida 32174 (the "Contractor"). (The City and the Contractor are hereinafter collectively referred to as the "Parties.")

WHEREAS, on the 30th day of September, 2014, the Parties entered into a Standard Contract for Services (the "Contract") pursuant to Bid No. 14-30 Landscaping Maintenance to provide the City of Port Orange all supervision, labor, materials, equipment and licenses required to provide the mowing and edging, trimming services on City-owned facilities and properties; and

WHEREAS, the Contract provides for an initial one (1) year term commencing on October 1, 2014 and continuing until September 30, 2015; and

WHEREAS, the Contract provides for one (1) additional one-year period commencing on October 1, 2015 and continuing until September 30, 2016, upon written agreement of the Parties and appropriation by City Council; and

WHEREAS, on the 14th day of July, 2015, the Parties entered into Amendment No. 1 of the Contract (the "Amendment") which amended the scope of services and amount of the Contract to expand services to include Section 2 and Section 4A of Bid No. 14-30, increasing the amount an additional Forty-Nine Thousand Twenty-Six and 00/100 Dollars (\$49,026.00); and

WHEREAS, the Parties desire to renew the Contract for a period commencing on October 1, 2015 and continuing until March 31, 2016; and

WHEREAS, the Port Orange City Council has determined that the execution of this Contract 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. **Term.** The term of the Contract as amended is hereby extended. Notwithstanding the date of execution, this Agreement shall be effective commencing October 1, 2015 and continuing until March 31, 2016.

2. **Counterparts.** 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.

3. 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 Agreement on the day and year stated hereinafter.

Witnesses:

Susie Lugo
Printed Name: Susie Lugo

Brittany Barton
Printed Name: Brittany Barton

BARTON & BARTON, INC.

By: Richard C. Barton
Richard C. Barton, President

Date: 9/22/15

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 22 day of September, 2015, by Richard C. Barton, as President of Barton & Barton, Inc., a Florida corporation, and who:

[Notary: Please select one]

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



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

Witnesses:

Drew J. Bastian
Printed Name: Drew J. Bastian

Margaret T. Roberts
Printed Name: Margaret T. Roberts

CITY OF PORT ORANGE

By: Allen Green
Allen Green, Mayor

Date: September 22, 2015

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 22nd day of September, 2015, by Allen Green, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the City, and who is personally known to me.



Margaret T. Roberts
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

Witnesses:

Sandra A. Largent
Printed Name: Sandra A. Largent

Barbara J. Abbate
Printed Name: Barbara J. Abbate

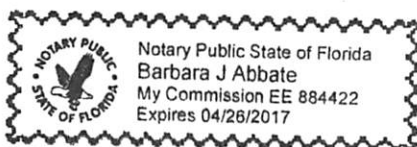
ATTEST:

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

Date: September 22, 2015

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 22 day of September, 2015, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the City, and who is personally known to me.



Barbara J. Abbate
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

EXTENSION AGREEMENT NO. 1

THIS EXTENSION OF AGREEMENT NO. 1 ("Agreement") 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 **GLENCOE LAWNS, INC.**, a Florida corporation whose principal address is 1989 S. Glencoe Road, New Smyrna Beach, Florida 32168 (the "Contractor"). (The City and the Contractor are hereinafter collectively referred to as the "Parties.")

WHEREAS, on the 26th day of September, 2014, the Parties entered into a Standard Contract for Services (the "Contract") pursuant to Bid No. 14-30 Landscaping Maintenance to provide the City of Port Orange all supervision, labor, materials, equipment and licenses required to provide the mowing and edging, trimming services on City-owned facilities and properties; and

WHEREAS, the Contract provides for an initial one (1) year term commencing on October 1, 2014 and continuing until September 30, 2015; and

WHEREAS, the Contract provides for one (1) additional one-year period commencing on October 1, 2015 and continuing until September 30, 2016, upon written agreement of the Parties and appropriation by City Council; and

WHEREAS, the Parties desire to renew the Contract for a period commencing on October 1, 2015 and continuing until March 31, 2016; and

WHEREAS, the Port Orange City Council has determined that the execution of this Contract 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. **Term.** The term of the Contract is hereby extended. Notwithstanding the date of execution, this Agreement shall be effective commencing October 1, 2015 and continuing until March 31, 2016.

2. **Counterparts.** 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.

3. 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 Agreement on the day and year stated hereinafter.

GLENCOE LAWNS, INC.

Mark Medlock
Printed Name: Mark Medlock

By: Ronald Davin Hull
Ronald Davin Hull, President

Ciro R. Irvine
Printed Name: Ciro R Irvine

Date: 9/26/2015

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 26 day of Sept., 2015, by Ronald Davin Hull, as President of Glencoe Lawns, Inc., a Florida corporation, and who:

[Notary: Please select one]

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

Darla K. Borders
Notary Public, State of Florida
Printed, typed or stamped name, commission
and expiration:



Darla K. Borders
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF200757
Expires 3/10/2019

Witnesses:

Printed Name: Theresa Gutierrez

Printed Name: Fran Gosnell

CITY OF PORT ORANGE

By: Allen Green

Allen Green, Mayor

Date: 9/30/15

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 30 day of sept, 2015, by Allen Green, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the City, and who is personally known to me.



Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

Printed Name: Theresa Gutierrez

Printed Name: Fran Gosnell

ATTEST:

By: Robin L. Fenwick

Robin L. Fenwick, CMC, City Clerk

Date: 9/30/15

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 30 day of sept, 2015, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the City, and who is personally known to me.



Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

EXTENSION OF STANDARD CONTRACT FOR SERVICES

THIS EXTENSION OF STANDARD CONTRACT FOR SERVICES ("Extension") 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 **TIF-JEN, INC.**, a Florida corporation whose principal address is 824 Chickadee Drive, Port Orange, Florida 32127 (the "Contractor"). (The City and the Contractor are hereinafter collectively referred to as the "Parties.")

WHEREAS, the Parties entered into a Standard Contract for Services on May 1, 2011 (the "Contract"); and

WHEREAS, the Contract provided for an initial term of one year, with five (5) optional one-year extensions upon written agreement of the parties; and

WHEREAS, the parties exercised the first renewal option for the period April 1, 2012 through March 31, 2013; and

WHEREAS, the parties exercised the second renewal option for the period April 1, 2013 through March 31, 2014; and

WHEREAS, the parties exercised the third renewal option for the period April 1, 2014 through March 31, 2015; and

WHEREAS, the Parties desire to exercise the fourth renewal option for the period April 1, 2015 through March 31, 2016, as set forth in this Extension.

NOW, THEREFORE, the Parties, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. The term of the Contract is hereby extended for a one (1) year period, commencing April 1, 2015, and expiring at midnight on March 31, 2016.

2. All other terms and conditions of Contract shall remain in full force and effect.

3. This Extension 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 Extension 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 Extension.

IN WITNESS WHEREOF, the Parties hereto have signed, sealed, and delivered this Extension on the day and year stated hereinafter.

[remainder of page intentionally left blank]

Witnesses:

TIF-JEN, INC.

Jane Kraft
Printed Name: JANE KRAFT

By: Robert A. Loosch
Robert A. Loosch, President

Patricia Fisco
Printed Name: Patricia Fisco

Date: February 27, 2015

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 27 day of February, 2015 by Robert A. Loosch, as President of Tif-Jen, Inc. a Florida corporation, and who:

[Notary: Please select one]

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

Lisa Giammarco
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:



Lisa Giammarco
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF126446
Expires 6/2/2018

Witnesses:

City of Port Orange

Printed Name: Barbara J. Abbate

By: Allen Green

Allen Green, Mayor

Printed Name: Michael J. Givens

Attest: Robin L. Fenwick

Robin L. Fenwick, CMC, City Clerk

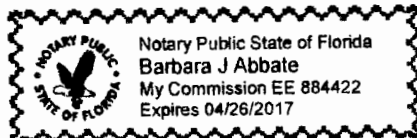
Printed Name: Barbara J. Abbate

Date: 3/19/15

Printed Name: Michael J. Givens

STATE OF FLORIDA
COUNTY OF VOLUSIA

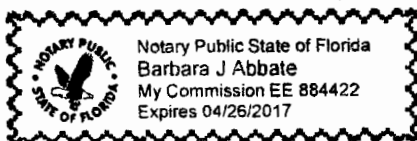
The foregoing instrument was acknowledged before me this 19 day of Mar, 2015 by Allen Green, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.



Barbara J. Abbate
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 19 day of Mar, 2015 by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.



Barbara J. Abbate
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:



CITY OF PORT ORANGE
PURCHASING DIVISION
David Battaglia, Purchasing Agent
dbattaglia@port-orange.org
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5704
FAX 386-506-5711

ADDENDUM NO. 3
February 2, 2016

ITB #16-04 Professional Landscape Maintenance Services
CITY OF PORT ORANGE

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 7, 2016 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.

CLARIFICATIONS REGARDING BID BONDS AND PERFORMANCE PAYMENT BONDS:

As stated in Section 00070 General Requirements and Section 00080 Additional Information of the Invitation to Bid document, Bid Bonds and Performance and Payment Bonds are required under this ITB.

All bids submitted for this solicitation must include a satisfactory bid bond executed by the Bidder and an acceptable surety or a certified check or bank draft, payable to the City of Port Orange, Florida, in an amount equal to five percent (5%) of the bid submitted. The total amount of the Bid Bond is only 5% of the total amount of the specific Scopes of Work the Bidder submits under.

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

Bids submitted without the required bid bond or cashier's checks shall be deemed non-responsive. A successful Bidder shall forfeit any surety required upon failure on the Bidder's part to enter into a contract within the time specified after the award of bid.

In all other respects, except as specifically stated herein, the subject ITB remains unchanged.

END OF ADDENDUM NO. 3



INTENT TO AWARD

ITB # 16-04

PROFESSIONAL LANDSCAPE MAINTENANCE SERVICES

02/26/16

Purchasing received five (5) bid submittals for ITB # 16-04, Professional Landscape Maintenance Services.

After review of the bids submitted, City staff have determined intent to award as follows:

**Scope A: Intent to Award to Tif-Jen, Inc.
Scope C: Yellowstone Landscape
Scope D: Alland, Inc.**

Upon further determination, Scope B and Bid Alternate#1 will not be awarded and are removed from contract consideration.

Recommendation to award will be presented for City Council approval on March 15, 2016.

**Diana M. Fye, CPPB, FCPA
Purchasing Manager**



CITY OF PORT ORANGE, FLORIDA
ITB TABULATION SHEET

ALL BIDS ACCEPTED BY THE CITY OF PORT ORANGE ARE SUBJECT TO THE CITY'S TERMS AND CONDITIONS. ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE BIDDERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. BIDS FROM THE BIDDERS LISTED HEREIN ARE THE ONLY BIDS RECEIVED TIMELY AS OF THE OPENING DATE AND TIME. ALL OTHER BIDS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE. ALL BIDS ARE SUBJECT TO REVIEW BY THE CITY AND AWARD REQUIRES A FORMAL CONTRACT AND APPROVAL BY CITY COUNCIL.

ITB NUMBER: ITB-16-04
ITB TITLE: Professional Landscape Maintenance Services
OPENING DATE/TIME: February 11, 2016 AT 2:30 P.M.

		Response 1	Response 2	Response 3	Response 4	Response 5
		Alland, Inc.	Scotty Boy Landscaping and Maintenance, LLC	Yellowstone Landscape	Keane Field Services	Tif-Jen, Inc.
1	SCOPE A - FACILITIES	NO BID	* Class "C" only \$ 39,992.00	\$ 522,791.00	* Class "C" only \$ 38,202.00	\$ 337,846.00
2	SCOPE B - RETENTION POND	NO BID	\$ 64,322.00	\$ 82,816.00	\$ 27,638.00	NO BID
3A	SCOPE C - CLASS "A" - RIGHT-OF-WAY	NO BID	NO BID	\$ 226,378.00	NO BID	\$ 265,215.00
3B	SCOPE C - CLASS "C" - RIGHT-OF-WAY	NO BID	NO BID	\$ 169,352.00	NO BID	NO BID
3C	SCOPE C - CLASS "D" - RIGHT-OF-WAY	NO BID	NO BID	\$ 137,346.00	NO BID	NO BID
4	SCOPE D - WELLFIELD SITE MAINTENANCE	\$ 73,648.00	NO BID	NO BID	NO BID	NO BID

Opened and tabulated by: Diana M. Fye, CPPB, FCPA, Purchasing Manager
Witnessed by: David Battaglia, Purchasing Agent



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2016, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **ALLAND, INC.**, a Florida corporation, whose principal address is 311 Floritam Trail, New Smyrna Beach, Florida 32168 ("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 City of Port Orange with Professional Landscape Maintenance Services for the City's Well Fields, which shall include Class "G" and Class "H," as more specifically described in BID No 16-04 and Alland, Inc. proposal, 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 last date the Contract is signed by the Parties and shall continue for a period of two (2) years (the "Initial Term").

Renewals: Upon written agreement of the Parties and appropriation by City Council, this Contract may be renewed for two (2) optional one-year periods. If approved by City Council, an annual Consumer Price Index (the "CPI") rate increase will be applied October 1st of each year following the first year of the Contract. The CPI rate increase will be adjusted by 75% of the CPI of the Southern States multiplied by the previous year's Contract price. This rate increase will be based on rates released in July by the United States Department of Labor, Bureau of Labor Statistics.

Manner and Place: As outlined in Exhibit "1," 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. Contractor shall not deliver goods or services without a written Purchase Order(s), signed by an authorized agent of the City of Port Orange.

Time and Essence: Contractor acknowledges that time is of the essence for Purchase Order(s) issued hereunder.

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 in the form of a written Purchase Order(s) issued and executed by the City. The City reserves the right to contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion

2. City Obligations. In return for the services identified above, the City agrees to compensate the Contractor at the prices set forth in Exhibit "1," subject to a limit up to but not to exceed Forty Thousand Six Hundred Eighty-Seven and 96/100 Dollars (\$40,687.96)) for the then-current fiscal year. (The term "Fiscal Year" shall be defined as that one (1) year period commencing on October 1 and expiring on the following September 30.) The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then-current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.
3. Contract Documents The following forms are attached as Exhibit "2" and must be completed, signed, witnessed and notarized as indicated, and returned to the City prior to the commencement of any services by Contractor under this Contract:
- a. Front Page for Bond (F.S. § 255.05)
 - b. Combination Payment and Performance Bond (F.S. §255.05)
4. Liens. Contractor acknowledges that Contractor shall not be entitled to lien the City or other public property.
5. Contract Administration. The Director of Public Works, Branford N. Adumuah, shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."
6. Termination for Convenience of the City
- (a) The parties agree that the City may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or part, whenever the City Manager of Port Orange shall determine that such termination is in the best interest of the City.
 - (b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the City Manager or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.
 - (c) Upon receipt of such Notice, the Contractor shall:
 - (i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
 - (ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;
 - (iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;
 - (iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and
 - (v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.
 - (d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of termination, unless one or more extensions of three (3) months each are granted by the Finance Director.
 - (e) The Finance Director, with the approval of the City Manager, shall pay from the using department's budget, reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or work completed. In no event shall this amount be greater than the original contract price, reduced by any

payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

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

(i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:

- (1) the cost of work performed or supplies delivered;
- (2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;
- (3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.

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

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 22 of this contract concerning disputes.

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

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

9. Examination of Records

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

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

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

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

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

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

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(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.

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

11. Termination for Non-Appropriation of Funds

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

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

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

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

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

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

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

14. Modifications or Changes to this Contract

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

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

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

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

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

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

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

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

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

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

19. **Inspection**

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

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

supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

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

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

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

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

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

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

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

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

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

25. Additional Provisions. 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.

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

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

City:	City of Port Orange Attention: City Manager 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5501
Copy to:	City of Port Orange Attention: Branford N. Adumuah, Director of Public Works 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5575
Contractor:	Alland, Inc. Attention: Kevin R. Thomas, President 311 Floritam Trail New Smyrna Beach, Florida 32168 (386) 523-6957 – Telephone allandinvestments@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.

28. Contract Construction

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

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

[Remainder of this page intentionally left blank]

Witnesses:

ALLAND, INC.

By: _____

Kevin R. Thomas, 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 this _____ day of _____, 2016, by Kevin R. Thomas, as President of Alland, 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:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____ By: _____
Allen Green, Mayor

Printed Name: _____ Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Allen Green, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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

Witnesses:

ATTEST:

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

Printed Name: _____ Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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

[CA 5315]

WELLFIELD SITE MAINTENANCE

SITE DESCRIPTION	FROM	TO	SQUARE FOOTAGE	ACRES	Cost Per ACR	Number of Hours	Total Amount	STRIKING THUNDERING	SPENDING	Total Actual Cost AT Appropriation
CLASS "G" MAINTENANCE										
6) Reserve Lots "A"	South End of Bear Trail		394,620	7.68	1,750	6	10,500	N/A	N/A	10,500
7) Reserve Lots "B"	East of Reserve "A"		372,270	8.55	1,750	6	10,500	N/A	N/A	10,500

WELLFIELD RIGHTS OF WAY

CLASS "H" MAINTENANCE										
8) Shum Road Right of Way	County Road 415	Flow Way	1,267,200	29.09	195	6	3,180	N/A	N/A	3,180
9) Shum Road Right of Way	Flow Way	Interstate 4 (I-4)	963,630	7.27	195	4	1,780	N/A	N/A	1,780
10) Bear Trail Right of Way	Shum Road (southward)	Flow Way	79,200	1.82	195	4	300	N/A	N/A	300
11) Flow Way Right of Way	Shum Road (northward)	Road End	79,200	1.82	195	4	300	N/A	N/A	300
12) Composite Road Right of Way	Shum Road (northward)	Road End	20,400	0.47	195	4	120	N/A	N/A	120
13) Composite Road Right of Way	Shum Road (southward)	Road End	930,400	21.82	195	4	3,180	N/A	N/A	3,180
14) Harley Road Right of Way	Shum Road (northward)	Road End	31,500	0.72	195	4	92	N/A	N/A	92
15) Harley Road Right of Way	Shum Road (southward)	Road End	221,760	5.09	195	4	592	N/A	N/A	592
16) Artesian Drive Right of Way	Harley Road (northward)	Road End	205,800	4.72	195	4	520	N/A	N/A	520
17) Puddle Lane Right of Way	Harley Road (southward)	Road End	79,200	1.82	195	4	300	N/A	N/A	300
18) Arena Way Right of Way	Shum Road (northward)	Puddle Lane	126,720	2.91	195	4	376	N/A	N/A	376
19) Pasture enclosed dirt Stockpile lot	Shum Road (south side)		1,268,000	29	195	6	1,100	N/A	N/A	1,100

Grand Total \$40,687.96

NOTE: "N/A" indicates a specific task is NOT performed; therefore, no cost figures should be entered.

EXHIBIT "1"

REVISED

SECTION 00090

SPECIFICATIONS

Professional Landscape Maintenance Services

SCOPE OF WORK AND SPECIFICATIONS

STATEMENT OF RESPONSIBILITIES: The Contractor shall be responsible for providing machinery, equipment, tools, materials, labor, supervision, transportation, supplies, insurance, proper safety measures and all incidentals necessary to provide and perform grounds maintenance services as described and requested in these specifications.

MAINTENANCE CLASSES: The City has designated each location within this bid as a "class." The more location visits performed, the higher the level of finish or service is expected for the location with that designation.

Please note, while the City has provided the square footage and acre measurements on each area covered under this contract, these measurements are APPROXIMATES only. Contractor awarded bid shall be responsible for all maintenance required in each respective area. It is highly recommended that any contractor submitting a bid *personally visit each site prior to submitting a bid*. **Maps showing each area will be provided to all interested parties at the mandatory pre-bid meeting.**

Each class typically represents the frequency of turf grass mowings / cuts and other landscape related maintenance tasks. Debris cleanup, edging, blowing, string trimming, weeding, removing or adjusting tree stake kits, and others must be performed with every scheduled visit.

Rights-of-Way, Facilities and Retention Ponds

Class "A" Maintenance

Number of Site Visits: A total of thirty-nine (39) maintenance visits shall be provided between January 1st and December 31st.

Maintenance Frequency: The first twenty-nine (29) visits of the season start April 1st thru October 31st. The final ten (10) visits start November 1st thru March 31st.

Class "B" Maintenance

Number of Site Visits: A total of thirty-six (36) maintenance visits shall be provided between January 1st and December 31st.

Maintenance Frequency: The first twenty-six (26) visits of the season start April 1st thru October 31st. The final ten (10) visits start November 1st thru March 31st.

Class "C" Maintenance

Number of Site Visits: A total of thirty-two (32) maintenance visits shall be provided between January 1st and December 31st.

Maintenance Frequency: The first twenty-three (23) visits of the season start April 1st thru October 31st. The final nine (9) visits start November 1st thru March 31st.

Class "D" Maintenance

Number of Visits: A total of twenty-four (24) maintenance visits shall be provided between January 1st and December 31st.

Maintenance Frequency: All twenty-four (24) visits of the season shall be scheduled at the rate of two (2) visits per month between January 1st and December 31st.

The following maintenance activities shall occur during each scheduled site visit:

TRASH / DEBRIS CLEANUP: The Contractor shall be responsible for removing all trash and debris, regardless of its source from all turf grass areas, parking areas, sidewalks, mulch landscape areas, and shorelines. This includes, but is not limited to paper, bottles, cans, palm fronds and tree limbs from all sites covered in this bid document. The Contractor is responsible for disposal of trash and debris in accordance with all federal, state, and local laws, rules and regulations.

MOWING OF TURF GRASS AREAS: All turf grass areas within specified facilities, parks, rights-of-way (medians and shoulders) including adjacent curb gutters shall be cleaned of all trash and/or debris prior to mowing. Mowing of trash and debris to shred into smaller pieces is not allowed.

All turf grass areas shall be mowed as specified in this document. No more than one-third (1/3) of the leaf blade should be removed per mowing. The grass shall not be cut so low as to damage or stress the grass and shall not be allowed to reach a height of six (6) inches or more unless otherwise requested by the City. The minimum turf grass mowing heights shall be as follows:

St. Augustine – 2.5 inches

Argentine Bahia – 3 inches

Areas where large mowers are impractical shall be serviced using small push mowers such as the narrow median tips along Dunlawton Avenue, US1 (Ridgewood Avenue) and Nova Road. Mowing of wet turf grass shall be avoided unless permission is authorized by the City. The Contractor shall leave surrounding areas in a clean condition free of accumulated debris, including but not limited to grass clippings, after each mowing. Large clump of clippings will be distributed by mechanical blowing or collected and removed. Materials removed from grounds shall be disposed of off-site by the Contractor in a lawful manner.

EDGING OF TURF GRASS: Contractor shall edge all appropriate surfaces with suitable mechanical equipment including, but not limited to roadways, driveways, curbs, parking areas, walkways, fences, plant beds and tree wells, so that no grass, ground covers or weeds are left extending beyond or over the surface being edged. This includes edging between adjoining beds of dissimilar ground cover types.

STRING TRIMMING OF TURF GRASS: Final string trimming around permanent objects such as metal posts and concrete curbing shall be accomplished with suitable mechanical equipment and at the same cutting heights as the rest of the turf areas. Where string trimming may damage wooden posts,

decorative light poles or other City property, other non-mechanical means must be performed.

BLOWING OF DEBRIS AND TURF GRASS CUTTINGS: Contractor shall blow all appropriate surfaces with suitable mechanical equipment including, but not limited to roadways, driveways, curbs, parking areas, walkways, turf grass areas, plant beds and tree wells as required to leave the area clean and free of debris. Grass clipping and other organic debris shall not be blown into the roadway or disposed of in storm sewer drains.

ADJUSTING AND REMOVING TREE STAKE KITS: Contractor is required to maintain all newly planted trees in a straight vertical position by adjusting tree stake kits as needed. The contractor shall also be responsible to completely remove all stake kits approximately six (6) months to one (1) year after initial planting.

PRUNING OF ORNAMENTAL SHRUBS AND GROUNDCOVERS: Contractor shall prune and shape all ornamental shrubs and ground cover to maintain the natural form of the plant material and maintain its growth within the limitations of the plant bed, to eliminate damaged or diseased wood, and to provide sight distance requirements.

All pruning shall be performed in accordance with the latest approved ANSI-A300 pruning standards.

CREPE MYRTLE TREES: Crepe Myrtle trees shall not be pruned. However, the Contractor shall be responsible to remove all crisscross, dead, or broken branches and Contractor shall remove all sucker growth that occurs between the root ball and bottom of the tree canopy to maintain a minimum clear truck height of 7 feet 6 inches where applicable. Crepe Myrtles shall not be cut back or tipped.

WEEDING OF LANDSCAPE PLANTING BEDS: Weeds, grasses, and other unwanted plant growth shall be removed from all mulched planting areas by hand pulling to remove the entire root system or by herbicide spraying to effectively kill the entire root system. Herbicide shall not be applied in close proximity to existing ornamental shrubs, groundcovers or near the root system of any palm tree, with no exceptions. Herbicides shall not be applied on windy days as the drift will likely kill untargeted plant materials or turf grasses. String trimming around tree trunks with mechanical devices is prohibited. Weeding of all planting beds (including pavement and sidewalk areas) shall take place during each and every scheduled service to ensure the overall aesthetics of the landscape is not adversely affected by weed growth.

REMOVING DEAD PLANT MATERIAL: Contractor shall remove and dispose of all dead ornamental trees, shrubs, and ground cover during each scheduled visit. The contractor is responsible to notify the City to determine if a replacement is necessary.

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 must be submitted and approved by the City prior to applications.

TURF GRASS FERTILIZATION: St Augustine turf grass and Argentine Bahia grass shall receive two (2) pounds of nitrogen per 1,000 square feet during the growing season. Turf grass shall be fertilized two (2) times per year and no more than one (1) pound of nitrogen per 1,000 square feet shall be applied during each scheduled visit. In addition, a complete fertilizer shall be granular in composition and contain thirty to fifty percent (30% - 50%) or more of the nitrogen in a slow release form. The ratio of nitrogen to potash shall be 1:1 or 2:1. A complete fertilizer shall be applied twice per year in March and October.

PALM TREE FERTILIZATION: All mature palms in the landscape shall receive a complete granular fertilizer formulated for palms ("palm special") two (2) times per year at a rate of eight (8) pounds per application. Fertilizer shall be applied in March and October. Fertilizer shall be broadcast under the canopy of the palm but not up against the trunk where newly emerging roots may be injured.

SHRUB AND GROUNDCOVER FERTILIZATION: All shrubs and ground covers plantings shall be fertilized one (1) time per year in March with a heavy application of a balanced, slow release fertilizer. Each planting bed shall receive one (1) pound of nitrogen per 1,000 square feet of bed area. The mulch is to be pulled back and the fertilizer shall be applied directly near the rootball of each plant. Broadcasting fertilizer on top of mulch is not allowed unless approved by the City.

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 area. Root drench and bud drench all Medjool Palms with City approved fungicide/insecticide at the rate recommended by the manufacturer up to two (2) times per year. 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.

Records shall be kept on pests identified and treatment(s) rendered for control, shall be submitted to the City. All service costs related to pest control are to be included in the "total cost", as listed in the Bid Schedule. 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.

HERBICIDES: Herbicide(s) shall be used only with the prior written approval of the City and only in those areas authorized by the City. Pre-emergence herbicide shall be applied for control of winter annual weeds and herbicide shall be applied when night-time temperatures drop to fifty-five to sixty degrees Fahrenheit for several consecutive days from late October 20th to early November 7th. Contractor shall be responsible for the identification of weeds and recommendations of appropriate selective herbicides. Selective herbicides shall be used to manage weed outbreaks throughout the growing season. All herbicide applicators must be licensed by the State of Florida to apply herbicides, and a copy of the State license shall be provided to the City.

LANDSCAPE PLANTING BED MULCHING: All mulched areas shall be replenished once a year between the winter months of November to March. The Contractor shall properly prepare all planting beds by cutting new bed edges, adjusting tree rings sizes, raking out or removing excess mulch, digging new edges along concrete curbs and sidewalks and removing all weeds and dead plant materials prior to top-coating existing mulch areas with the same type of mulch. Depth of mulch shall be a minimum of 3 inches and a maximum of 4 inches.

IRRIGATION SYSTEMS: Contractor shall be required to repair/replace any irrigation parts that are damaged due to contractor negligence. The City will be responsible for the costs to replace any irrigation parts that are stolen, damaged by acts of vandalism, vehicular damage or other unforeseen or unpreventable causes. All non-functional irrigation heads shall be reported to the City after each mow.

EROSION: If there is noticeable erosion at any site the Contractor shall immediately notify the City of its location. The Contractor shall be responsible for any erosion damage caused by contractor's equipment or performance of duties.

The following are additional requirements of this maintenance contract:

EQUIPMENT: The Contractor shall have on hand at all times and in good working order such equipment as shall permit the Contractor to adequately and efficiently perform its contractual duties. All equipment shall be kept in good repair, appearance, and in a sanitary and clean condition at all times.

Equipment shall have the name of the Contractor, business telephone number and the number of the vehicle in letters not less than three (3) inches high on each side of the vehicle. The contractor may also place its corporate logo on the vehicles; however, no other form of advertising shall be permitted on vehicles. The Contractor shall supply the City with a listing of the vehicle numbers normally assigned to performance of duties and shall keep the list current.

All equipment shall be kept in good safe operating condition with sharp blades and no leaking of oil and gasoline.

EQUIPMENT STORAGE: The Contractor shall be responsible for storing all equipment and supplies off site. The City will not provide any storage space for the Contractor.

EQUIPMENT FUELING AND LUBRICATING: Mowers and power equipment shall be fueled and lubricated using proper tools and equipment. Any fuel or oil spills are the sole responsibility of the Contractor to clean up and / or remove at the Contractor's expense. Any damage to median plant material by such fuel or oil spills shall be replaced within three (3) days by Contractor at the Contractor's expense.

CONTRACTOR SCHEDULE: Contractor shall submit a calendar schedule of all work, including a fertilizer timetable, specifying fertilizer manufacturer and formulary, to be performed for one (1) year. A copy of the yearly calendar shall be submitted to the City. Contractor shall update the schedule on a monthly basis as needed. The use of noise making equipment is restricted to the hours of 7:00 a.m. to 7:00 p.m. Monday through Saturday and from 10:00 a.m. to 6:00 p.m. on Sundays.

FREEZE DAMAGE: Any freeze damaged plant material shall have dead growth removed as soon as it is deemed safe by the Contractor through appropriate means.

REPLACEMENT OF PLANT MATERIALS: The City will be responsible to replace all plant materials that are frozen, stolen, vandalized, or otherwise destroyed by unforeseen or unpreventable circumstances. However, if the City determines that the poor condition of plant materials is due to improper maintenance, the Contractor shall be responsible for replacing such plant material at the Contractor's sole expense. The City shall be notified of plants or areas in distress. These areas need to be evaluated for plan of action and monitored by Contractor. No dead plant material shall remain in landscaping. All replacements shall be done within one (1) week of notification. The City shall approve all plant replacements, sizes and specifications.

TRAFFIC REGULATION: The Contractor shall conform to Florida Department of Transportation Manual on Traffic Controls and Safe Practices for street and highway construction, maintenance and utility operations.

The Contractor shall provide and maintain adequate barricades, construction signs, torches, flashers, guards and flagmen as required on pedestrian and vehicular traffic areas.

Lane closure to traffic is not permitted. Upon completion of work, contractor shall remove all debris, excess materials and barricades leaving medians and roadways clear of all obstructions.

EXTRAORDINARY OCCURRENCES: It is agreed that in no event shall the City or Contractor be liable or responsible to each other or any other person to perform work herein provided, where such stoppages or delays result from inclement weather, drought or excessive rain, acts of God, fire, or any other cause not within the control of the City and/or the Contractor.

CONTRACT PERFORMANCE: It is the intent of the City to ensure that the Contractor provides a quality level of landscape and ground maintenance services. All complaints will be reported to, and promptly resolved by the Contractor. The Contractor shall have twenty-four (24) hours to resolve any such complaints. The City may levy administrative charges for infractions by the Contractor at \$100.00 per day per incident. Such infractions shall include, but not be limited to:

- (a) Failure to resolve complaints within twenty-four (24) hour period.
- (b) Failure to provide safe equipment.
- (c) Failure to provide required documentation in a timely and accurate manner.
- (d) Failure to report damage to irrigation system(s).
- (e) Failure to report property damage or personal injury.
- (f) Failure to remove all trash from site(s).
- (g) Failure to perform scheduled service.
- (h) Landscape employees not adhering to uniform/protective clothing requirements.

For the purpose of this section, the City may deduct any charges from payments due to the Contractor. The City shall notify the Contractor in writing of any action to be taken. In the event the Contractor wishes to contest such assessment, the contractor shall submit a written protest within five (5) days after receiving such notice for an opportunity to be heard by the City and present a defense to such assessment. The City will notify the Contractor in writing of any action taken with respect to Contractor's claims. The decision of the City shall be final.

Based on limited funds, the City may eliminate certain contracted areas or groups in order to stay within the budget. Therefore, the City reserves the right to reject any and all the bids, eliminate areas from the contract and/or reduce maintenance to any given area when it is in the City's best interest.

SAFETY CONSIDERATIONS AND MAINTENANCE OF TRAFFIC (MOT): During mowing/maintenance operations, "MOWING" or "CAUTION MOWING OPERATIONS" signs must be placed on or near affected walkways and other traffic areas. All highway equipment used on right-of-ways must be properly signed and equipped with working safety lights. The Contractor is responsible for being in compliance with all FDOT and OSHA rules and regulations at all times. Within DOT rights-of-way, Maintenance of Traffic Plan (MOT) shall be prepared and implemented by the Contractor when required. All work shall be performed according to FDOT safety and signage recommendations as outlined in their Utility Accommodation Guide, Document Number 710-020-001-b

Contract Time and Renewal and CPI Rate Adjustment: Contract will be for two (2) years from date of acceptance. Contract will be renewable for up to 2 years in annual increments, upon agreement of both parties.

If approved by Council, an annual CPI rate increase will be applied October 1st of each year following the first year of the contract. The CPI rate increase will be adjusted by 75% of the Consumer Price Index of the Southern States multiplied by the previous year's contract price. This rate increase will be based on rates released in July by the United State Department of Labor, Bureau of Labor Statistics.

SUPERVISION: The Contractor shall be responsible for all personnel and supervision required in performing work in accordance with these specifications. Supervision will be required for all working hours of the contract.

The Contractor shall comply with all City regulations.

Contractor understands that all planning, coordinating, and implementation of the described services shall be done through personal contact between the Contractor and City. Contractor shall notify the City (via fax, e-mail or in person) when the specified scheduled services are fully completed. This is to allow the City to inspect for contract compliance and authorization for scheduled payments. City approved representatives of the Contractor shall be available to meet with the City as required to accomplish the City's objectives. All meetings with the City will be at no charge.

CONTACT PERSON: The Contractor shall provide the name and telephone number of a contact person in case of an emergency.

The Contractor shall provide the name and telephone number of a representative to meet periodically with the City.

The City reserves the right to accept or reject any employee of the Contractor

All personnel must be visible as Contractor's employee(s) by uniform while on City property. The Contractor's work force shall be neat and clean in appearance and shall wear identification. Identification shall include the employee's name and company name.

SCOPE A – FACILITIES MAINTENANCE LEVELS: Class "A", Class "B", and Class "C" maintenance will be provided for locations identified under Scope A – Facilities Maintenance Levels in Section 95 – Schedule of Unit Prices.

SCOPE B – RETENTION PONDS MAINTENANCE LEVELS: Class "D" maintenance will be provided for locations identified under Scope B – Retention Ponds Maintenance Levels in Section 95 – Schedule of Unit Prices.

SCOPE C – RIGHTS – RIGHTS OF WAY MAINTENANCE LEVELS: Class "A", Class "C", and Class "D" maintenance will be provided for locations identified under Scope B – Retention Ponds Maintenance Levels in Section 95 – Schedule of Unit Prices.

SCOPE D – WELLFIELD SITE MAINTENANCE: Class "E", Class "F", Class "G", and Class "H" maintenance will be provided for locations identified under Scope B – Retention Ponds Maintenance Levels in Section 95 – Schedule of Unit Prices.

City's Well Fields

Access, scheduling, maintenance activities, inspections and reporting shall be conducted through the City's Public Utilities Department.

Access is restricted based on U.S. Department of Homeland Security requirements. Prior to entering these areas, all persons must be pre-approved by the City of Port Orange Public Utilities Water Department. Contractor shall provide:

- Complete written list of all persons entering this area
- Color copy of each individual's driver's license or other government issued identification

Instruction for entering this City property will be provided from time to time as deemed appropriate.

Class "E" Maintenance

Number of Visits: A total of eighteen (18) maintenance visits shall be provided between January 1st and December 31st.

Maintenance Frequency: The first twelve (12) visits of the season start April 1st thru October 31st the final six (6) visits start November 1st thru March 31st.

Class "F" Maintenance

Number of Visits: A total of twelve (12) maintenance visits shall be provided between January 1st and December 31st.

Maintenance Frequency: All twelve (12) visits of the season start April 1st thru October 31st.

Class "G" Maintenance

Number of Visits: A total of six (6) maintenance visits shall be provided between January 1st and December 31st.

Maintenance Frequency: All visits of the season start April 1st thru October 31st.

Class "H" Maintenance

Number of Visits: A total of four (4) maintenance visits shall be provided between January 1st and December 31st.

Maintenance Frequency: All visits of the season start April 1st thru October 31st.

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SECTION 95
SCHEDULE OF UNIT PRICES

Professional Landscape Maintenance Services Bid # 16-04

FACILITIES MAINTENANCE LEVELS

SCOPE A

TURF MAINTENANCE

CLASS "A" MAINTENANCE

Number of
Mows
Per Year

COST PER
MOW

ACRES

SQUARE
FOOTAGE

SITE

1 City Hall Building Site

2 Gymnasium Site

3 Amphitheater/Lakeside Community Center Site

4 Old Police Department Site

5 Fire Station #73 Site

6 City Center Sports Complex

7 City Hall Access Rights of Way

8 Gateway park

9 Corad Sports Fields

10 Riverwalk Properties

CLASS "B" MAINTENANCE

11 Public Works Facility Site

12 Adult Activity Center Site

13 Fire Station #71 Site

14 Parks Department Facility Site

15 Fire Station #72 Site

16 Fire Station #74 Site

17 Fire Station #75 Site

18 Police Department Site

19 Causeway Park

20 Riverside Park/Chamber of Commerce

21 Bushman Park

22 Spruce Creek Recreational Facility

23 Willow Run Park

24 Airport Road Park

25 Memorial Park

CLASS "C" MAINTENANCE

26 Art Haus

27 White Place Baseball Field

28 Horizon Elementary Sports Field

29 Seminole Street Park

30 Oak Street Park

31 Main Street Park

32 Cedar Street Park

33 Riverside Drive Park

34 Cedar Street Median

35 Cedar Street Park (along canal)

36 East Bayshore Drive Park

37 Bretts Street Park

38 Harms Way Park

39 Southwinds Sports Fields

40 Devon Street Park

41 Dawnview Square

TURF MAINTENANCE

Granular
Fertilizer
ZK PER YEAR
APPLICATION

MULCH
COST PER
APPLICATION

Mowing
TOTAL
ANNUAL COST

Granular
Fertilizer
TOTAL
ANNUAL COST

Pesticide
TREATMENT
TOTAL
ANNUAL COST

Herbicide
TREATMENT
TOTAL
ANNUAL COST

Granular
Fertilizer
TOTAL
ANNUAL COST

Pesticide
TREATMENT
TOTAL
ANNUAL COST

Herbicide
TREATMENT
TOTAL
ANNUAL COST

Granular
Fertilizer
TOTAL
ANNUAL COST

Pesticide
TREATMENT
TOTAL
ANNUAL COST

Herbicide
TREATMENT
TOTAL
ANNUAL COST

Granular
Fertilizer
TOTAL
ANNUAL COST

Pesticide
TREATMENT
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ANNUAL COST

Herbicide
TREATMENT
TOTAL
ANNUAL COST

Granular
Fertilizer
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Pesticide
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ANNUAL COST

Herbicide
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ANNUAL COST

Granular
Fertilizer
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Pesticide
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Herbicide
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Granular
Fertilizer
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Pesticide
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Granular
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ANNUAL COST

Pesticide
TREATMENT
TOTAL
ANNUAL COST

Herbicide
TREATMENT
TOTAL
ANNUAL COST

Granular
Fertilizer
TOTAL
ANNUAL COST

TREE & SHRUB MAINTENANCE

Granular
Fertilizer
ZK PER YEAR
APPLICATION

MULCH
COST PER
APPLICATION

Mowing
TOTAL
ANNUAL COST

Granular
Fertilizer
TOTAL
ANNUAL COST

Pesticide
TREATMENT
TOTAL
ANNUAL COST

Herbicide
TREATMENT
TOTAL
ANNUAL COST

Granular
Fertilizer
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Pesticide
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Herbicide
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Granular
Fertilizer
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Pesticide
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Granular
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Herbicide
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Herbicide
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Granular
Fertilizer
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ANNUAL COST

Pesticide
TREATMENT
TOTAL
ANNUAL COST

Herbicide
TREATMENT
TOTAL
ANNUAL COST

Granular
Fertilizer
TOTAL
ANNUAL COST

PALM TREE

Granular Fertilizer
"PALM SPECIAL"
ZK PER YEAR
APPLICATION

Herbicide
TREATMENT
TOTAL
ANNUAL COST

Granular
Fertilizer
TOTAL
ANNUAL COST

Pesticide
TREATMENT
TOTAL
ANNUAL COST

Herbicide
TREATMENT
TOTAL
ANNUAL COST

Granular
Fertilizer
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ANNUAL COST

Pesticide
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ANNUAL COST

Herbicide
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Granular
Fertilizer
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Pesticide
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Herbicide
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Granular
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Herbicide
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Herbicide
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Herbicide
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Granular
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Herbicide
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Granular
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Herbicide
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Granular
Fertilizer
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ANNUAL COST

Pesticide
TREATMENT
TOTAL
ANNUAL COST

Herbicide
TREATMENT
TOTAL
ANNUAL COST

Granular
Fertilizer
TOTAL
ANNUAL COST

Pesticide
TREATMENT
TOTAL
ANNUAL COST

NOTE: "N/A" indicates a specific task is NOT performed; therefore, no cost figure should be entered.

Professional Landscape Maintenance Services Bid # 16-04

RETENTION PONDS MAINTENANCE LEVELS

SCOPE B

TURF MAINTENANCE

Class "D" Maintenance

NAME	FOOTAGE	ACRES	COST PER MOW	Number of Mows Per Year	TURF MAINTENANCE												GRANULAR FERTILIZER			Total Annual Cost																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																						
					TOTAL ANNUAL COST		MULCH COST PER APPLICATION		FERTILIZER 2X PER YEAR COST PER APPLICATION		Turf Granular Fert. TOTAL ANNUAL COST		PESTICIDE TREATMENT TOTAL ANNUAL COST		HERBICIDE TREATMENT TOTAL ANNUAL COST		FERTILIZER 1X PER YEAR TOTAL ANNUAL COST		PESTICIDE TREATMENT TOTAL ANNUAL COST		HERBICIDE TREATMENT TOTAL ANNUAL COST		GRANULAR FERTILIZER "PALM SPECIAL" 2X PER YEAR COST PER APPLICATION		Palm Trees Fertilizer TOTAL ANNUAL COST																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	

NOTE: "N/A" indicates a specific task is NOT performed; therefore, no cost figure should be entered.

RIGHTS OF WAY MAINTENANCE LEVELS

TURF MAINTENANCE SCOPE C																		
Class "A" Maintenance																		
ROAD NAME	SQUARE FOOTAGE	ACRES	COST PER MOW	Total Mows Per Year	TOTAL ANNUAL COST	TURF MAINTENANCE				TREE & SHRUB MAINTENANCE				PALM TREES			Total Annual Cost	
						APPLICATION	GRANULAR FERTILIZER 2X PER YEAR COST PER APPLICATION	Turf Granular Fertilization TOTAL	PESTICIDE TREATMENT TOTAL	HERBICIDE TREATMENT TOTAL	GRANULAR FERTILIZER 1X PER YEAR TOTAL	PESTICIDE TREATMENT TOTAL	HERBICIDE TREATMENT TOTAL	GRANULAR FERTILIZER "PALM SPECIAL" 2X PER YEAR COST PER APPLICATION	Palm Trees Fertilizer TOTAL	ANNUAL COST ALL APPLICATIONS		
1 Causeway and High Rise Bridge	32,427	0.72		39														
2 Ridgewood Avenue Medians	140,852	3.23		39														
3 Ridgewood Avenue Roadsides	78,910	1.81		39			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
4 Dunlawton Avenue Medians	338,744	7.78		39														
5 Dunlawton Avenue Roadsides	791,044	18.16		39			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
6 Nova Road Medians	90,208	2.07		39														
7 Nova Road Roadsides	404,895	9.26		39			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
8 Hockney Court	69,200	1.44		39														
Grand Total																		

Note: "N/A" Indicates a specific task is NOT performed; therefore, no cost figure should be entered.

Note: "N/A" Indicates a specific task is NOT performed; therefore, no cost figure should be entered.

RIGHTS OF WAY MAINTENANCE LEVELS

SCOPE C

TURF MAINTENANCE										TREE & SHRUB MAINTENANCE										PALM TREES											
Class "C" Maintenance																															
ROAD NAME		SQUARE FOOTAGE	ACRES	MOW	COST PER MOW	Total Mows Per Year	TOTAL ANNUAL COST	MULCH APPLICATION	COST PER APPLICATION	GRANULAR FERTILIZER 2X PER YEAR	Turf Granular Fertilization TOTAL	PESTICIDE TREATMENT TOTAL	HERBICIDE TREATMENT TOTAL	GRANULAR FRETILIZER 1X PER YEAR	PESTICIDE TREATMENT TOTAL	HERBICIDE TREATMENT TOTAL	GRANULAR FERTILIZER "PALM SPECIAL" 2X PER YEAR	Palm Trees Fertilizer TOTAL	ANNUAL COST	ALL APPLICATIONS	ANNUAL COST	ALL APPLICATIONS	ANNUAL COST	ALL APPLICATIONS	ANNUAL COST	ALL APPLICATIONS	ANNUAL COST	ALL APPLICATIONS			
9	Williamson Boulevard Medians	154,138	3.54			32		N/A		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
10	Williamson Boulevard Roadsides	705,673	16.2			32		N/A		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
11	Airport Road Medians	25,580	0.59			32		N/A		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
12	Airport Road Roadsides	167,810	3.54			32		N/A		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
13	Summertrees Road Extension Medians	2,850	0.07			32		N/A		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
14	Summertrees Road Extension Roadsides	83,900	1.93			32		N/A		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
15	Town West Boulevard Medians	92,095	2.11			32		N/A		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
16	Town West Boulevard Roadsides	481,310	11.05			32		N/A		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
17	Conrad Boulevard Medians	25,215	0.58			32		N/A		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
18	Conrad Boulevard Roadsides	129,600	2.98			32		N/A		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
19	McGinnis Avenue Medians	19,635	0.45			32		N/A		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
20	McGinnis Avenue Roadsides	94,286	2.16			32		N/A		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
21	Willow Run Boulevard Medians	11,410	0.26			32		N/A		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
22	Willow Run Boulevard Roadsides	838,720	19.25			32		N/A		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
23	Peninsula Drive	15,000	0.34			32		N/A		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
24	Hills Boulevard	1,952	0.04			32		N/A		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
25	Fitzgerald Street Medians	9,072	0.21			32		N/A		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
26	Conrad Street Medians	9,960	0.23			32		N/A		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
27	Roberts Street Medians	3,878	0.09			32		N/A		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
28	Tree Garden Drive Median	7,250	0.17			32		N/A		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
29	Wilshire Boulevard Medians	38,061	0.87			32		N/A		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
30	Countryside Drive Median	2,436	0.06			32		N/A		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
31	Merrinac Drive Medians	27,292	0.63			32		N/A		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
32	Kingswood Way Medians	8,700	0.2			32		N/A		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
33	Sugar House Boulevard Medians	6,760	0.14			32		N/A		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
34	Coral Way Medians	2,500	0.06			32		N/A		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
35	Talo Circle Median	400	0.01			32		N/A		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
Grand Total																										Grand Total			31		
Note: "N/A" indicates a specific task is NOT performed; therefore, no cost figure should be entered.																															
Professional Landscape Maintenance Services Bld # 16-04																															

Note: "N/A" indicates a specific task is NOT performed; therefore, no cost figure should be entered.
Professional Landscape Maintenance Services Bid # 16-04

RIGHTS OF WAY MAINTENANCE LEVELS

SCOPE C

TURF MAINTENANCE

Class "D" Maintenance

TREE & SHRUB MAINTENANCE

PALM TREE MAINTENANCE

ROAD NAME	SQUARE FOOTAGE	ACRES	COST PER MOW	Total Mows Per Year	TOTAL ANNUAL COST	MULCH COST PER APPLICATION	GRANULAR FERTILIZER 2X PER YEAR COST PER APPLICATION	Turf Granular Fertilization TOTAL ANNUAL COST	PESTICIDE TREATMENT TOTAL ANNUAL COST	HERBICIDE TREATMENT TOTAL ANNUAL COST	GRANULAR FERTILIZER 1X PER YEAR TOTAL ANNUAL COST	PESTICIDE TREATMENT TOTAL ANNUAL COST	HERBICIDE TREATMENT TOTAL ANNUAL COST	GRANULAR FERTILIZER "PALM SPECIAL" 2X PER YEAR COST PER APPLICATION	Palm Trees Fertilizer TOTAL ANNUAL COST	Total Annual Cost All Applications
36 Taylor Road	233,277	5.35		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
37 Spruce Creek Road	558,400	12.81		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
38 Madeline Avenue	609,850	14		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
39 Canal View Boulevard	145,050	3.33		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
40 Central Park Boulevard	295,396	6.78		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
41 Clyde Morris Boulevard	203,940	4.68		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
42 Hensel Road	97,435	2.24		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
43 Yorktown Boulevard Median	1,290	0.03		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
44 Yorktown Boulevard Roadside	207,520	4.76		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
45 Avon Court Triangle Median	2,500	0.06		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
46 Herbert Street	155,611	3.57		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
47 Train Depot Building (Herbert Street)	41,725	0.96		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
48 Commonwealth Boulevard	41,285	0.95		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
49 Oak Street	33,678	0.77		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
50 Jackson Street	20,696	0.47		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
51 Victoria Gardens Boulevard Medians	1,240	0.03		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
52 Victoria Gardens Boulevard Roadside	28,510	0.65		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
53 Sweetwater Boulevard	23,010	0.53		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
54 Stewart Avenue	12,550	0.29		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
55 Hidden Lake Drive	12,736	0.29		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
56 Old Hemmock Road	14,268	0.33		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
57 Pepper Hill Road	6,779	0.16		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
58 Highpoint Drive	8,000	0.18		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
59 Renner Road	4,272	0.1		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
60 Dalford Road	7,226	0.17		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
61 Gladys Street	4,610	0.11		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
62 Newton Road	6,386	0.15		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
63 Bay Ridge Lane Median	9,184	0.21		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Grand Total																N/A

NOTE: "N/A" indicates a specific task is NOT performed; therefore, no cost figure should be entered.

SCOPE D

WELLFIELD SITE MAINTENANCE

CLASS "E" MAINTENANCE

SITE DESCRIPTION	FROM	TO	SQUARE FOOTAGE	ACRES	Cost Per MOW	Number of Mows Per Yr	Total Annual Cost	STRING TRIMMING	EDGING	Total Annual Cost All Applications
1 Pumping Station & Tank Facility	South End of Bear Trail									
2 Maintenance Building	Shunz Road & Flow Way		94,525	2.17		18			N/A	
3 Well Buildings (27 Sites)	SEE MAP FOR LOCATIONS		9,893	0.23		18			N/A	
4 Generators (5)	Located at Well Buildings		59,475	1.37		18			N/A	
CLASS "F" MAINTENANCE										
5 Solar Array			10,890	0.25		18			N/A	
CLASS "G" MAINTENANCE										
6 Reservoir Lake "A"	South Campsite Road		13,350	0.31		12			N/A	
7 Reservoir Lake "B"	South End of Bear Trail East of Reservoir "A"		334,620	7.68		6		N/A	N/A	
			372,270	8.55		6		N/A	N/A	

WELLFIELD RIGHTS OF WAY

CLASS "H" MAINTENANCE

8 Shunz Road Right of Way	County Road 415	Flow Way	1,267,200	29.09		4		N/A	N/A	
9 Shunz Road Right of Way	Flow Way	Interstate 4 (I-4)	361,800	7.27		4		N/A	N/A	
10 Bear Trail Right of Way	Shunz Road (southeastward)	The Reclaimed Storage Tank	79,200	1.82		4		N/A	N/A	
11 Flow Way Right of Way	Shunz Road (southward)	Road End	79,200	1.82		4		N/A	N/A	
12 Campsite Road Right of Way	Shunz Road (northward)	Road End	20,400	0.47		4		N/A	N/A	
13 Campsite Road Right of Way	Shunz Road (southward)	Road End	950,400	21.82		4		N/A	N/A	
14 Harley Road Right of Way	Shunz Road (northward)	Road End	31,500	0.72		4		N/A	N/A	
15 Harley Road Right of Way	Shunz Road (southward)	Road End	221,760	5.09		4		N/A	N/A	
16 Artesian Drive Right of Way	Harley Road (southward)	Road End	205,800	4.72		4		N/A	N/A	
17 Puddle Lane Right of Way	Harley Road (westward)	Road End	79,200	1.82		4		N/A	N/A	
18 Drema Way Right of Way	Shunz Road (southward)	Puddle Lane	126,720	2.91		4		N/A	N/A	
19 Pasture around Dirt Stockpile Lot	Shunz Road (south side)		1,089,000	25		4		N/A	N/A	
GRAND TOTAL										

NOTE: "N/A" indicates a specific task is NOT performed; therefore, no cost figure should be entered.

Exhibit “2”

Payment and Performance Bond

(Exhibit “2” includes a total of 4 pages)

RETURN RECORDED DOCUMENT TO:

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

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

PAYMENT AND PERFORMANCE BOND

(Public Works)

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

BOND NO. _____

PRINCIPAL:

Developer or Contractor: Alland, Inc.
Principal Business Address: 311 Floritam Trail
New Smyrna Beach, Florida 32168
Contact Person: Kevin R. Thomas, President
Phone Number: (386) 523-6957

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: \$40,687.96

City Case/ Bid 16-04 Professional Landscape Maintenance Services

Description of Work: Bid 16-04 Professional Landscape Maintenance Services

Project Location: City of Port Orange Well Fields, Volusia County, Florida
Port Orange, Volusia County, Florida

Legal Description: City of Port Orange Well Fields, Volusia County, Florida
See Exhibit "A" attached

Front Page

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

City of Port Orange Well Fields

Legal Description:

Generally a portion of Section 20, Township 16 South, Range 32 East, less and except the Southerly 615 feet +/- (80 acres) and the Easterly 875 feet +/- of said Section 20, with access off Shunz Road located in Volusia County, Florida.

EXHIBIT "A"

RETURN RECORDED DOCUMENT TO:

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

Alland, Inc.
Bid 16-04 Professional Landscape Maintenance Services

Bond No. _____

Space Reserved for Recording Data

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

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

BY THIS BOND, We, **Alland, 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 **FORTY THOUSAND SIX HUNDRED EIGHTY-SEVEN AND 96/100 DOLLARS (\$40,687.96)**, 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 _____, 2016, entered into by and between the Principal and the City, for Professional Landscape Maintenance Services, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and
3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

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

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

IN WITNESS WHEREOF, this performance and payment bond is executed in duplicate originals, each of which shall be deemed an original, this _____, day of _____, 2016.

Attest:

ALLAND, INC.
(Principal)

(As to Corporate Principal) Secretary

By: _____
Kevin R. Thomas, President

(Witness to Principal)

(Corporate Seal)

(Surety)

(Witness to Surety)

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

(Corporate Seal)

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

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



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2016, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **YELLOWSTONE LANDSCAPE-SOUTHEAST, LLC**, a Florida limited liability corporation, whose principal address is 3235 North State Street, Bunnell, Florida 32110 ("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 City of Port Orange with Professional Landscape Maintenance Services for Scope C: Rights of Way Maintenance Levels, which shall include Class "A," Class "C," and Class "D," as more specifically described in BID No 16-04 and Yellowstone Landscape-Southeast, LLC proposal, 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 last date the Contract is signed by the Parties and shall continue for a period of two (2) years (the "Initial Term").

Renewals: Upon written agreement of the Parties and appropriation by City Council, this Contract may be renewed for two (2) optional one-year periods. If approved by City Council, an annual Consumer Price Index (the "CPI") rate increase will be applied October 1st of each year following the first year of the Contract. The CPI rate increase will be adjusted by 75% of the CPI of the Southern States multiplied by the previous year's Contract price. This rate increase will be based on rates released in July by the United States Department of Labor, Bureau of Labor Statistics.

Manner and Place: As outlined in Exhibit "1," 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. Contractor shall not deliver goods or services without a written Purchase Order(s), signed by an authorized agent of the City of Port Orange.

Time and Essence: Contractor acknowledges that time is of the essence for Purchase Order(s) issued hereunder.

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 in the form of a written Purchase Order(s) issued and executed by the City. The City reserves the right to contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion

2. City Obligations. In return for the services identified above, the City agrees to compensate the Contractor at the prices set forth in Exhibit "1," subject to a limit up to but not to exceed Five Hundred Thirty-Three Thousand Seventy-Six and 00/100 Dollars (\$533,076.00) for the then-current fiscal year and as otherwise provided herein. City reserves the right to suspend this Contract during construction within the median pursuant to Addendum No. 2 and Contractor agrees to a deductive change order consistent herewith. (The term "Fiscal Year" shall be defined as that one (1) year period commencing on October 1 and expiring on the following September 30.) The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then-current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. Contract Documents The following forms are attached as Exhibit "2" and must be completed, signed, witnessed and notarized as indicated, and returned to the City prior to the commencement of any services by Contractor under this Contract:

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

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

5. Contract Administration. The Director of Public Works, Branford N. Adumuah, shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

6. Termination for Convenience of the City

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

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

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

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

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

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

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

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

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 22 of this contract concerning disputes.

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

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

9. Examination of Records

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

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

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance

of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

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

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

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

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(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.

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

11. Termination for Non-Appropriation of Funds

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

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

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

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

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

Insurance		Standards	Comments
Workers' Compensation	<u>Limits:</u>	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 Contractor 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	
Property Insurance — Builders Risk.	<u>Limits:</u>	Buildings — Completed value of contract.	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.
<u>Additional Coverage:</u>		"All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	
Professional Liability (Errors & Omissions)	<u>Limits:</u>	Coverage — \$1,000,000 minimum	

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

14. Modifications or Changes to this Contract

(a) Change Orders. The Department Head, with the concurrence of the City's signatory as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be

performed or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

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

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

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

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

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

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

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

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

19. Inspection

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

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have

been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

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

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

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

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

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

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

22. Disputes. The Finance Director, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Contract in the first instance. The decision shall be final and binding unless, within thirty-(30) days from the date of such decision, Contractor mails or otherwise furnishes to the Finance Director a written appeal addressed to the City Manager. The decision by the City Manager shall be final and binding unless, within ten (10) days from the date of receipt of the decision of the City Manager, appeal is made to the City Council. The decision of the City Council shall be final and binding unless

set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence. Pending a final determination of a properly appealed decision of the Finance Director, Contractor shall proceed diligently with the performance of this Contract in accordance with that decision.

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

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

25. Additional Provisions. 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.

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

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

City:	City of Port Orange Attention: City Manager 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5501
Copy to:	City of Port Orange Attention: Branford N. Adumuah, Director of Public Works 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5575
Contractor:	Yellowstone Landscape-Southeast, LLC Attention: Time Portland, Manager 3235 North State Street Bunnell, Florida 32110 (386) 248-3298 – Telephone bcritcher@yellowstonelandscape.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.

28. Contract Construction

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

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

[Remainder of this page intentionally left blank]

Witnesses:

YELLOWSTONE LANDSCAPE-SOUTHEAST, LLC.

By: _____

Tim Portland, Manager

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 FLAGLER

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Tim Portland, as Manager of Yellowstone Landscape-Southeast, LLC a Florida limited liability 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:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____

Allen Green, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Allen Green, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:

Printed Name: _____

By: _____

Robin L. Fenwick, CMC, City Clerk

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

[CA 5316]



ATTACHMENT A - REVISED PER ADDENDUM NO. 2 (03-2016-216)
BIO FORM - SCOPE C - RIGHTS OF WAY MAINTENANCE LEVELS
PROFESSIONAL LANDSCAPE MAINTENANCE SERVICES
ITEM 15-04

Completed "Attachment A" form MUST be included with all submittal
information to give landscape maintenance firm the time to "see" and give approval to you (contractor).
Firm is using the information to give, therefore, it is not a contract.
Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.

NAME OF BUSINESS: Yellowstone Landscapes
CONTACT PERSON: Barry Gruber
EMAIL ADDRESS: barry@yellowstonelandscapes.com
AUTHORIZED SIGNATURE:

SCOPE C: RIGHTS OF WAY MAINTENANCE LEVELS

Class "A" Maintenance

Class "A" Maintenance																			
MOWING					TURF MAINTENANCE					TREE & SHRUB MAINTENANCE				PALM TREES					
ROAD NAME	SQUARE FOOTAGE	ACRES	COST PER MOW	Total Mows Per Year	TOTAL ANNUAL COST	Estimated Quantities Cubic Yards	MULCH	GRANULAR FERTILIZER		HERBICIDE TREATMENT		GRANULAR FERTILIZER		HERBICIDE TREATMENT		GRANULAR FERTILIZER "PALMS SPECIAL"		Total Annual Cost ALL APPLICATIONS	
								COST PER APPLICATION	COST PER APPLICATION	Number of Time Per Year	Granular Fertilization TOTAL	TOTAL ANNUAL COST	TOTAL ANNUAL COST	TOTAL ANNUAL COST	TOTAL ANNUAL COST	NUMBER OF TIMES PER YEAR	COST PER APPLICATION		TOTAL ANNUAL COST
1 Cemetery and High Rise Bridge	37,427	0.72	\$ 115.00	39	\$ 4,475.00	131	\$ 5,633.00	\$ 215.00	\$ 215.00	\$ 98.00	\$ 98.00	\$ 98.00	\$ 98.00	\$ 98.00	\$ 98.00	\$ 98.00	\$ 98.00	\$ 310.00	\$ 21,556.00
2 Ridgewood Avenue Medians	140,857	3.23	\$ 518.00	39	\$ 20,207.00	127	\$ 5,467.00	\$ 802.00	\$ 802.00	\$ 1,604.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 44.00	\$ 20,252.00
3 Ridgewood Avenue Roadside	78,916	1.81	\$ 357.00	39	\$ 13,923.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$ 23,693.00
4 Quailview Avenue Medians	318,744	7.28	\$ 728.00	39	\$ 26,192.00	N/A	\$ 2,336.00	\$ 2,336.00	\$ 2,336.00	\$ 4,672.00	\$ 1,050.00	\$ 1,050.00	\$ 1,050.00	\$ 1,050.00	\$ 1,050.00	\$ 1,050.00	\$ 1,050.00	\$ 27.00	\$ 43,486.00
5 Quailview Avenue Roadside	793,844	18.16	\$ 1,478.00	39	\$ 55,692.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$ 55,692.00
6 New Road Medians	90,708	2.07	\$ 393.00	39	\$ 15,321.00	22	\$ 518.00	\$ 435.00	\$ 435.00	\$ 870.00	\$ 107.00	\$ 107.00	\$ 107.00	\$ 107.00	\$ 107.00	\$ 107.00	\$ 107.00	\$ 166.00	\$ 32,434.00
7 New Road Roadside	484,295	9.28	\$ 1,071.00	39	\$ 41,769.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$ 41,769.00
8 Lockney Court	60,700	1.44	\$ 753.00	39	\$ 10,452.00	52	\$ 2,236.00	\$ 475.00	\$ 475.00	\$ 950.00	\$ 215.00	\$ 215.00	\$ 215.00	\$ 215.00	\$ 215.00	\$ 215.00	\$ 215.00	\$ 74.00	\$ 10,292.00
Grand Total (Line Items 1-8)																		\$	\$ 225,378.00

Class "C" Maintenance

[illegible]

Note: "N/A" indicates a specific task is NOT performed; therefore, no cost figure should be entered.

Class "D" Maintenance

NOTE: "N/A" indicates a specific task is NOT performed; therefore, no test figure should be entered.

REVISED

SECTION 00090

SPECIFICATIONS

Professional Landscape Maintenance Services

SCOPE OF WORK AND SPECIFICATIONS

STATEMENT OF RESPONSIBILITIES: The Contractor shall be responsible for providing machinery, equipment, tools, materials, labor, supervision, transportation, supplies, insurance, proper safety measures and all incidentals necessary to provide and perform grounds maintenance services as described and requested in these specifications.

MAINTENANCE CLASSES: The City has designated each location within this bid as a "class." The more location visits performed, the higher the level of finish or service is expected for the location with that designation.

Please note, while the City has provided the square footage and acre measurements on each area covered under this contract, these measurements are APPROXIMATES only. Contractor awarded bid shall be responsible for all maintenance required in each respective area. It is highly recommended that any contractor submitting a bid *personally visit each site prior to submitting a bid*. **Maps showing each area will be provided to all interested parties at the mandatory pre-bid meeting.**

Each class typically represents the frequency of turf grass mowings / cuts and other landscape related maintenance tasks. Debris cleanup, edging, blowing, string trimming, weeding, removing or adjusting tree stake kits, and others must be performed with every scheduled visit.

Rights-of-Way, Facilities and Retention Ponds

Class "A" Maintenance

Number of Site Visits: A total of thirty-nine (39) maintenance visits shall be provided between January 1st and December 31st.

Maintenance Frequency: The first twenty-nine (29) visits of the season start April 1st thru October 31st. The final ten (10) visits start November 1st thru March 31st.

Class "B" Maintenance

Number of Site Visits: A total of thirty-six (36) maintenance visits shall be provided between January 1st and December 31st.

Maintenance Frequency: The first twenty-six (26) visits of the season start April 1st thru October 31st. The final ten (10) visits start November 1st thru March 31st.

Class "C" Maintenance

Number of Site Visits: A total of thirty-two (32) maintenance visits shall be provided between January 1st and December 31st.

Maintenance Frequency: The first twenty-three (23) visits of the season start April 1st thru October 31st. The final nine (9) visits start November 1st thru March 31st.

Class "D" Maintenance

Number of Visits: A total of twenty-four (24) maintenance visits shall be provided between January 1st and December 31st.

Maintenance Frequency: All twenty-four (24) visits of the season shall be scheduled at the rate of two (2) visits per month between January 1st and December 31st.

The following maintenance activities shall occur during each scheduled site visit:

TRASH / DEBRIS CLEANUP: The Contractor shall be responsible for removing all trash and debris, regardless of its source from all turf grass areas, parking areas, sidewalks, mulch landscape areas, and shorelines. This includes, but is not limited to paper, bottles, cans, palm fronds and tree limbs from all sites covered in this bid document. The Contractor is responsible for disposal of trash and debris in accordance with all federal, state, and local laws, rules and regulations.

MOWING OF TURF GRASS AREAS: All turf grass areas within specified facilities, parks, rights-of-way (medians and shoulders) including adjacent curb gutters shall be cleaned of all trash and/or debris prior to mowing. Mowing of trash and debris to shred into smaller pieces is not allowed.

All turf grass areas shall be mowed as specified in this document. No more than one-third (1/3) of the leaf blade should be removed per mowing. The grass shall not be cut so low as to damage or stress the grass and shall not be allowed to reach a height of six (6) inches or more unless otherwise requested by the City. The minimum turf grass mowing heights shall be as follows:

St. Augustine – 2.5 inches

Argentine Bahia – 3 inches

Areas where large mowers are impractical shall be serviced using small push mowers such as the narrow median tips along Dunlawton Avenue, US1 (Ridgewood Avenue) and Nova Road. Mowing of wet turf grass shall be avoided unless permission is authorized by the City. The Contractor shall leave surrounding areas in a clean condition free of accumulated debris, including but not limited to grass clippings, after each mowing. Large clump of clippings will be distributed by mechanical blowing or collected and removed. Materials removed from grounds shall be disposed of off-site by the Contractor in a lawful manner.

EDGING OF TURF GRASS: Contractor shall edge all appropriate surfaces with suitable mechanical equipment including, but not limited to roadways, driveways, curbs, parking areas, walkways, fences, plant beds and tree wells, so that no grass, ground covers or weeds are left extending beyond or over the surface being edged. This includes edging between adjoining beds of dissimilar ground cover types.

STRING TRIMMING OF TURF GRASS: Final string trimming around permanent objects such as metal posts and concrete curbing shall be accomplished with suitable mechanical equipment and at the same cutting heights as the rest of the turf areas. Where string trimming may damage wooden posts,

decorative light poles or other City property, other non-mechanical means must be performed.

BLOWING OF DEBRIS AND TURF GRASS CUTTINGS: Contractor shall blow all appropriate surfaces with suitable mechanical equipment including, but not limited to roadways, driveways, curbs, parking areas, walkways, turf grass areas, plant beds and tree wells as required to leave the area clean and free of debris. Grass clipping and other organic debris shall not be blown into the roadway or disposed of in storm sewer drains.

ADJUSTING AND REMOVING TREE STAKE KITS: Contractor is required to maintain all newly planted trees in a straight vertical position by adjusting tree stake kits as needed. The contractor shall also be responsible to completely remove all stake kits approximately six (6) months to one (1) year after initial planting.

PRUNING OF ORNAMENTAL SHRUBS AND GROUNDCOVERS: Contractor shall prune and shape all ornamental shrubs and ground cover to maintain the natural form of the plant material and maintain its growth within the limitations of the plant bed, to eliminate damaged or diseased wood, and to provide sight distance requirements.

All pruning shall be performed in accordance with the latest approved ANSI-A300 pruning standards.

CREPE MYRTLE TREES: Crepe Myrtle trees shall not be pruned. However, the Contractor shall be responsible to remove all crisscross, dead, or broken branches and Contractor shall remove all sucker growth that occurs between the root ball and bottom of the tree canopy to maintain a minimum clear truck height of 7 feet 6 inches where applicable. Crepe Myrtles shall not be cut back or tipped.

WEEDING OF LANDSCAPE PLANTING BEDS: Weeds, grasses, and other unwanted plant growth shall be removed from all mulched planting areas by hand pulling to remove the entire root system or by herbicide spraying to effectively kill the entire root system. Herbicide shall not be applied in close proximity to existing ornamental shrubs, groundcovers or near the root system of any palm tree, with no exceptions. Herbicides shall not be applied on windy days as the drift will likely kill untargeted plant materials or turf grasses. String trimming around tree trunks with mechanical devices is prohibited. Weeding of all planting beds (including pavement and sidewalk areas) shall take place during each and every scheduled service to ensure the overall aesthetics of the landscape is not adversely affected by weed growth.

REMOVING DEAD PLANT MATERIAL: Contractor shall remove and dispose of all dead ornamental trees, shrubs, and ground cover during each scheduled visit. The contractor is responsible to notify the City to determine if a replacement is necessary.

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 must be submitted and approved by the City prior to applications.

TURF GRASS FERTILIZATION: St Augustine turf grass and Argentine Bahia grass shall receive two (2) pounds of nitrogen per 1,000 square feet during the growing season. Turf grass shall be fertilized two (2) times per year and no more than one (1) pound of nitrogen per 1,000 square feet shall be applied during each scheduled visit. In addition, a complete fertilizer shall be granular in composition and contain thirty to fifty percent (30% - 50%) or more of the nitrogen in a slow release form. The ratio of nitrogen to potash shall be 1:1 or 2:1. A complete fertilizer shall be applied twice per year in March and October.

PALM TREE FERTILIZATION: All mature palms in the landscape shall receive a complete granular fertilizer formulated for palms ("palm special") two (2) times per year at a rate of eight (8) pounds per application. Fertilizer shall be applied in March and October. Fertilizer shall be broadcast under the canopy of the palm but not up against the trunk where newly emerging roots may be injured.

SHRUB AND GROUND COVER FERTILIZATION: All shrubs and ground covers plantings shall be fertilized one (1) time per year in March with a heavy application of a balanced, slow release fertilizer. Each planting bed shall receive one (1) pound of nitrogen per 1,000 square feet of bed area. The mulch is to be pulled back and the fertilizer shall be applied directly near the rootball of each plant. Broadcasting fertilizer on top of mulch is not allowed unless approved by the City.

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 area. Root drench and bud drench all Medjool Palms with City approved fungicide/insecticide at the rate recommended by the manufacturer up to two (2) times per year. 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.

Records shall be kept on pests identified and treatment(s) rendered for control, shall be submitted to the City. All service costs related to pest control are to be included in the "total cost", as listed in the Bid Schedule. 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.

HERBICIDES: Herbicide(s) shall be used only with the prior written approval of the City and only in those areas authorized by the City. Pre-emergence herbicide shall be applied for control of winter annual weeds and herbicide shall be applied when night-time temperatures drop to fifty-five to sixty degrees Fahrenheit for several consecutive days from late October 20th to early November 7th. Contractor shall be responsible for the identification of weeds and recommendations of appropriate selective herbicides. Selective herbicides shall be used to manage weed outbreaks throughout the growing season. All herbicide applicators must be licensed by the State of Florida to apply herbicides, and a copy of the State license shall be provided to the City.

LANDSCAPE PLANTING BED MULCHING: All mulched areas shall be replenished once a year between the winter months of November to March. The Contractor shall properly prepare all planting beds by cutting new bed edges, adjusting tree rings sizes, raking out or removing excess mulch, digging new edges along concrete curbs and sidewalks and removing all weeds and dead plant materials prior to top-coating existing mulch areas with the same type of mulch. Depth of mulch shall be a minimum of 3 inches and a maximum of 4 inches.

IRRIGATION SYSTEMS: Contractor shall be required to repair/replace any irrigation parts that are damaged due to contractor negligence. The City will be responsible for the costs to replace any irrigation parts that are stolen, damaged by acts of vandalism, vehicular damage or other unforeseen or unpreventable causes. All non-functional irrigation heads shall be reported to the City after each mow.

EROSION: If there is noticeable erosion at any site the Contractor shall immediately notify the City of its location. The Contractor shall be responsible for any erosion damage caused by contractor's equipment or performance of duties.

The following are additional requirements of this maintenance contract:

EQUIPMENT: The Contractor shall have on hand at all times and in good working order such equipment as shall permit the Contractor to adequately and efficiently perform its contractual duties. All equipment shall be kept in good repair, appearance, and in a sanitary and clean condition at all times.

Equipment shall have the name of the Contractor, business telephone number and the number of the vehicle in letters not less than three (3) inches high on each side of the vehicle. The contractor may also place its corporate logo on the vehicles; however, no other form of advertising shall be permitted on vehicles. The Contractor shall supply the City with a listing of the vehicle numbers normally assigned to performance of duties and shall keep the list current.

All equipment shall be kept in good safe operating condition with sharp blades and no leaking of oil and gasoline.

EQUIPMENT STORAGE: The Contractor shall be responsible for storing all equipment and supplies off site. The City will not provide any storage space for the Contractor.

EQUIPMENT FUELING AND LUBRICATING: Mowers and power equipment shall be fueled and lubricated using proper tools and equipment. Any fuel or oil spills are the sole responsibility of the Contractor to clean up and / or remove at the Contractor's expense. Any damage to median plant material by such fuel or oil spills shall be replaced within three (3) days by Contractor at the Contractor's expense.

CONTRACTOR SCHEDULE: Contractor shall submit a calendar schedule of all work, including a fertilizer timetable, specifying fertilizer manufacturer and formulary, to be performed for one (1) year. A copy of the yearly calendar shall be submitted to the City. Contractor shall update the schedule on a monthly basis as needed. The use of noise making equipment is restricted to the hours of 7:00 a.m. to 7:00 p.m. Monday through Saturday and from 10:00 a.m. to 6:00 p.m. on Sundays.

FREEZE DAMAGE: Any freeze damaged plant material shall have dead growth removed as soon as it is deemed safe by the Contractor through appropriate means.

REPLACEMENT OF PLANT MATERIALS: The City will be responsible to replace all plant materials that are frozen, stolen, vandalized, or otherwise destroyed by unforeseen or unpreventable circumstances. However, if the City determines that the poor condition of plant materials is due to improper maintenance, the Contractor shall be responsible for replacing such plant material at the Contractor's sole expense. The City shall be notified of plants or areas in distress. These areas need to be evaluated for plan of action and monitored by Contractor. No dead plant material shall remain in landscaping. All replacements shall be done within one (1) week of notification. The City shall approve all plant replacements, sizes and specifications.

TRAFFIC REGULATION: The Contractor shall conform to Florida Department of Transportation Manual on Traffic Controls and Safe Practices for street and highway construction, maintenance and utility operations.

The Contractor shall provide and maintain adequate barricades, construction signs, torches, flashers, guards and flagmen as required on pedestrian and vehicular traffic areas.

Lane closure to traffic is not permitted. Upon completion of work, contractor shall remove all debris, excess materials and barricades leaving medians and roadways clear of all obstructions.

EXTRAORDINARY OCCURRENCES: It is agreed that in no event shall the City or Contractor be liable or responsible to each other or any other person to perform work herein provided, where such stoppages or delays result from inclement weather, drought or excessive rain, acts of God, fire, or any other cause not within the control of the City and/or the Contractor.

CONTRACT PERFORMANCE: It is the intent of the City to ensure that the Contractor provides a quality level of landscape and ground maintenance services. All complaints will be reported to, and promptly resolved by the Contractor. The Contractor shall have twenty-four (24) hours to resolve any such complaints. The City may levy administrative charges for infractions by the Contractor at \$100.00 per day per incident. Such infractions shall include, but not be limited to:

- (a) Failure to resolve complaints within twenty-four (24) hour period.
- (b) Failure to provide safe equipment.
- (c) Failure to provide required documentation in a timely and accurate manner.
- (d) Failure to report damage to irrigation system(s).
- (e) Failure to report property damage or personal injury.
- (f) Failure to remove all trash from site(s).
- (g) Failure to perform scheduled service.
- (h) Landscape employees not adhering to uniform/protective clothing requirements.

For the purpose of this section, the City may deduct any charges from payments due to the Contractor. The City shall notify the Contractor in writing of any action to be taken. In the event the Contractor wishes to contest such assessment, the contractor shall submit a written protest within five (5) days after receiving such notice for an opportunity to be heard by the City and present a defense to such assessment. The City will notify the Contractor in writing of any action taken with respect to Contractor's claims. The decision of the City shall be final.

Based on limited funds, the City may eliminate certain contracted areas or groups in order to stay within the budget. Therefore, the City reserves the right to reject any and all the bids, eliminate areas from the contract and/or reduce maintenance to any given area when it is in the City's best interest.

SAFETY CONSIDERATIONS AND MAINTENANCE OF TRAFFIC (MOT): During mowing/maintenance operations, "MOWING" or "CAUTION MOWING OPERATIONS" signs must be placed on or near affected walkways and other traffic areas. All highway equipment used on right-of-ways must be properly signed and equipped with working safety lights. The Contractor is responsible for being in compliance with all FDOT and OSHA rules and regulations at all times. Within DOT rights-of-way, Maintenance of Traffic Plan (MOT) shall be prepared and implemented by the Contractor when required. All work shall be performed according to FDOT safety and signage recommendations as outlined in their Utility Accommodation Guide, Document Number 710-020-001-b

Contract Time and Renewal and CPI Rate Adjustment: Contract will be for two (2) years from date of acceptance. Contract will be renewable for up to 2 years in annual increments, upon agreement of both parties.

If approved by Council, an annual CPI rate increase will be applied October 1st of each year following the first year of the contract. The CPI rate increase will be adjusted by 75% of the Consumer Price Index of the Southern States multiplied by the previous year's contract price. This rate increase will be based on rates released in July by the United State Department of Labor, Bureau of Labor Statistics.

SUPERVISION: The Contractor shall be responsible for all personnel and supervision required in performing work in accordance with these specifications. Supervision will be required for all working hours of the contract.

The Contractor shall comply with all City regulations.

Contractor understands that all planning, coordinating, and implementation of the described services shall be done through personal contact between the Contractor and City. Contractor shall notify the City (via fax, e-mail or in person) when the specified scheduled services are fully completed. This is to allow the City to inspect for contract compliance and authorization for scheduled payments. City approved representatives of the Contractor shall be available to meet with the City as required to accomplish the City's objectives. All meetings with the City will be at no charge.

CONTACT PERSON: The Contractor shall provide the name and telephone number of a contact person in case of an emergency.

The Contractor shall provide the name and telephone number of a representative to meet periodically with the City.

The City reserves the right to accept or reject any employee of the Contractor

All personnel must be visible as Contractor's employee(s) by uniform while on City property. The Contractor's work force shall be neat and clean in appearance and shall wear identification. Identification shall include the employee's name and company name.

SCOPE A – FACILITIES MAINTENANCE LEVELS: Class "A", Class "B", and Class "C" maintenance will be provided for locations identified under Scope A – Facilities Maintenance Levels in Section 95 – Schedule of Unit Prices.

SCOPE B – RETENTION PONDS MAINTENANCE LEVELS: Class "D" maintenance will be provided for locations identified under Scope B – Retention Ponds Maintenance Levels in Section 95 – Schedule of Unit Prices.

SCOPE C – RIGHTS – RIGHTS OF WAY MAINTENANCE LEVELS: Class "A", Class "C", and Class "D" maintenance will be provided for locations identified under Scope B – Retention Ponds Maintenance Levels in Section 95 – Schedule of Unit Prices.

SCOPE D – WELLFIELD SITE MAINTENANCE: Class "E", Class "F", Class "G", and Class "H" maintenance will be provided for locations identified under Scope B – Retention Ponds Maintenance Levels in Section 95 – Schedule of Unit Prices.

City's Well Fields

Access, scheduling, maintenance activities, inspections and reporting shall be conducted through the City's Public Utilities Department.

Access is restricted based on U.S. Department of Homeland Security requirements. Prior to entering these areas, all persons must be pre-approved by the City of Port Orange Public Utilities Water Department. Contractor shall provide:

- Complete written list of all persons entering this area
- Color copy of each individual's driver's license or other government issued identification

Instruction for entering this City property will be provided from time to time as deemed appropriate.

Class "E" Maintenance

Number of Visits: A total of eighteen (18) maintenance visits shall be provided between January 1st and December 31st.

Maintenance Frequency: The first twelve (12) visits of the season start April 1st thru October 31st the final six (6) visits start November 1st thru March 31st.

Class "F" Maintenance

Number of Visits: A total of twelve (12) maintenance visits shall be provided between January 1st and December 31st.

Maintenance Frequency: All twelve (12) visits of the season start April 1st thru October 31st.

Class "G" Maintenance

Number of Visits: A total of six (6) maintenance visits shall be provided between January 1st and December 31st.

Maintenance Frequency: All visits of the season start April 1st thru October 31st.

Class "H" Maintenance

Number of Visits: A total of four (4) maintenance visits shall be provided between January 1st and December 31st.

Maintenance Frequency: All visits of the season start April 1st thru October 31st.

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SECTION 95
SCHEDULE OF UNIT PRICES

Professional Landscape Maintenance Services Bid # 16-04

SCOPE A

CLASS "A" MAINTENANCE														
SITE	SQUARE FOOTAGE	NUMBER OF MOWS PER YEAR	COST PER MDW	Mowing TOTAL ANNUAL COST	MULCH COST PER APPLICATION	GRANULAR FERTILIZER LBS PER YEAR	Granular Fertilizer TOTAL ANNUAL COST	TREE & SHRUB MAINTENANCE			PALM TREE Granular Fertilizer "PALM SPECIAL" LBS PER YEAR		Palm Tree Fertilizer TOTAL ANNUAL COST	Total Annual Cost ALL APPLICATIONS
								HERBICIDE TREATMENT TOTAL ANNUAL COST	PESTICIDE TREATMENT TOTAL ANNUAL COST	GRANULAR FERTILIZER LBS PER YEAR	HERBICIDE TREATMENT TOTAL ANNUAL COST	PESTICIDE TREATMENT TOTAL ANNUAL COST		
1 City Hall Building Site	344,655	7,91												
2 Gymnasium Site	178,450	4.12												
3 Amphitheater/Lakeside Community Center Site	61,705	1.42												
4 Old Police Department Site	65,721	1.51												
5 Fire Station #73 Site	16,770	0.39												
6 City Center Sports Complex	576,082	13.77												
7 City Hall Access Rights of Way	185,345	4.2										N/A	N/A	
8 Gateway park	5,451	0.13										N/A	N/A	
9 Coraci Sports Fields	474,750	10.9												
10 Riverwalk Properties	598,335	13.53												
CLASS "B" MAINTENANCE														
11 Public Works Facility Site	48,561	1.11										N/A	N/A	N/A
12 Adult Activity Center Site	51,172	1.17												
13 Fire Station #71 Site	30,304	0.69												
14 Parks Department Facility Site	97,903	0.87												
15 Fire Station #72 Site	55,124	1.27										N/A	N/A	
16 Fire Station #74 Site	18,635	0.43												
17 Fire Station #75 Site	50,979	1.17										N/A	N/A	
18 Police Department Site	138,140	3.17												
19 Causeway Park	293,250	7.48												
20 Riverside Park/Chamber of Commerce	95,438	2.19												
21 Bushman Park	235,675	5.43										N/A	N/A	
22 Spruce Creek Recreational Facility	79,251	1.82										N/A	N/A	
23 Willow Run Park	26,481	0.61			N/A		N/A		N/A		N/A		N/A	
24 Airport Road Park	87,064	2										N/A	N/A	
25 Memorial Park	54,150	1.24			N/A		N/A		N/A		N/A		N/A	
CLASS "C" MAINTENANCE														
26 Art Haus	23,467	0.54										N/A	N/A	
27 White Place Baseball Field	81,771	1.88			N/A		N/A		N/A		N/A		N/A	
28 Horizon Elementary Sports Field	195,624	4.49			N/A		N/A		N/A		N/A		N/A	
29 Seminole Street Park	9,000	0.21			N/A		N/A		N/A		N/A		N/A	
30 Oak Street Park	7,000	0.16			N/A		N/A		N/A		N/A		N/A	
31 Main Street Park	6,000	0.14			N/A		N/A		N/A		N/A		N/A	
32 Cedar Street Park	3,366	0.08			N/A		N/A		N/A		N/A		N/A	
33 Riverside Drive Park	2,940	0.07			N/A		N/A		N/A		N/A		N/A	
34 Cedar Street Median	6,104	0.14			N/A		N/A		N/A		N/A		N/A	
35 Cedar Street Park (along canal)	17,075	0.39			N/A		N/A		N/A		N/A		N/A	
36 East Bayshore Drive Park	32,880	0.75			N/A		N/A		N/A		N/A		N/A	
37 Bretts Street Park	11,250	0.28			N/A		N/A		N/A		N/A		N/A	
38 Harms Way Park	32,500	0.75			N/A		N/A		N/A		N/A		N/A	
39 Southwinds Sports Fields	51,577	1.18			N/A		N/A		N/A		N/A		N/A	
40 Devon Street Park	3,400	0.08			N/A		N/A		N/A		N/A		N/A	
41 Dawnview Square	151,000	3.47			N/A		N/A		N/A		N/A		N/A	
GRAND TOTAL														

Note: N/A" Indicates a specific task is NOT performed; therefore, no cost figure should be entered.

NOTE: "N/A" Indicates a specific task is NOT performed; therefore, no cost figure should be entered.

RETENTION PONDS MAINTENANCE LEVELS

SCOPE B

TURF MAINTENANCE

Class "D" Maintenance

NAME	SQUARE FOOTAGE	ACRES	COST PER MOW	Number of Mows Per Year	TOTAL ANNUAL COST	MULCH		FERTILIZER		TURF		PESTICIDE		HERBICIDE		FERTILIZER		Palm Trees Fertilizer	Total Annual Cost ALL APPLICATIONS
						APPLICATION COST PER	TOTAL ANNUAL COST	APPLICATION COST PER	TOTAL ANNUAL COST	TOTAL ANNUAL COST	TOTAL ANNUAL COST	TOTAL ANNUAL COST	TOTAL ANNUAL COST	TOTAL ANNUAL COST	TOTAL ANNUAL COST				
1 Commonwealth Boulevard Retention Pond	30,488	0.7		24			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
2 Frederick Avenue Retention Pond	95,931	2.2		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
3 Westridge Avenue Retention Pond	42,821	0.98		24			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
4 Farmbrook Road Retention Pond	47,000	1.08		24			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
5 Nova Road Retention Pond #1	60,040	1.38		24			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
6 Nova Road Retention Pond #2	90,125	2.07		24			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
7 Nova Road Retention Pond #3 (2 Ponds)	125,200	2.87		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
8 Nova Road Retention Pond #4 (2 Ponds)	61,700	1.42		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
9 Nova Road Retention Pond #5	65,075	1.49		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
10 Whippoorwill Drive Retention Pond	61,348	1.41		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
11 Devon Street Retention Pond	47,060	1.08		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
12 Tumblebrook Drive Retention Ponds (2 Ponds)	23,258	0.53		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
13 Taylor Woods Retention Pond	125,550	2.88		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
14 Harms Way Retention Pond	25,000	0.57		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
15 Tompkins Drive Retention Pond	40,316	0.93		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
16 Squirrel Nest Lane Retention Pond	20,000	0.46		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
17 Canal View Boulevard Retention Pond	65,574	1.51		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
18 Ruth Street Retention Ponds (3 Ponds)	119,520	2.74		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
19 Causeway Retention Ponds (east end) (2 Ponds)	26,310	0.6		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
20 Causeway Retention Pond (west end)	4,784	0.11		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
21 Cambridge Pump Station Retention Pond	228,300	5.24		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
22 Spruce Creek Estates Swale Areas (2)	58,160	1.33		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
23 Public Utilities Easement	15,210	0.35		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
GRAND TOTAL																			

NOTE: "N/A" Indicates a specific task is NOT performed; therefore, no cost figures should be entered.

NOTE: "N/A" indicates a specific task is NOT performed; therefore, no cost figure should be entered.

RIGHTS OF WAY MAINTENANCE LEVELS

Turf Maintenance Scope C													
Class "A" Maintenance													
Road Name	Square Footage	Acres	Cost Per Mow	Total Mows Per Year	Total Annual Cost	Mulch Cost Per Application	Granular Fertilizer 2X Per Year Application	Turf Granular Fertilization Total Annual Cost	Pesticide Treatment Total Annual Cost	Herbicide Treatment Total Annual Cost	Granular Fertilizer 1X Per Year Total Annual Cost	Pesticide Treatment Total Annual Cost	Herbicide Treatment Total Annual Cost
1 Causeway and High Rise Bridge	32,427	0.72		39									
2 Ridgewood Avenue Medians	140,852	3.23		39									
3 Ridgewood Avenue Roadside	78,910	1.81		39		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
4 Dunlawton Avenue Medians	338,744	7.78		39									
5 Dunlawton Avenue Roadside	791,044	18.16		39		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
6 Nova Road Medians	90,208	2.07		39									
7 Nova Road Roadside	404,895	9.26		39		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
8 Rodney Court	69,200	1.44		39									
Grand Total													

Note: "N/A" indicates a specific task is NOT performed; therefore, no cost figure should be entered.

Class "C" Maintenance

Note: "N/A" indicates a specific task is NOT performed; therefore, no cost figure should be entered.
Professional Landscape Maintenance Services Bid # 16-04

RIGHTS OF WAY MAINTENANCE LEVELS

SCOPE C

TURF MAINTENANCE

Class "D" Maintenance

TREE & SHRUB MAINTENANCE

PALM TREE MAINTENANCE

ROAD NAME	SQUARE FOOTAGE	ACRES	COST PER MOW	Total Mows Per Year	ANNUAL COST TOTAL	MULCH COST PER APPLICATION	GRANULAR FERTILIZER 2X PER YEAR COST PER APPLICATION	Turf Granular Fertilization TOTAL ANNUAL COST	PESTICIDE TREATMENT TOTAL ANNUAL COST	HERBICIDE TREATMENT TOTAL ANNUAL COST	GRANULAR FERTILIZER 1X PER YEAR TOTAL ANNUAL COST	PESTICIDE TREATMENT TOTAL ANNUAL COST	HERBICIDE TREATMENT TOTAL ANNUAL COST	GRANULAR FERTILIZER "PALM SPECIAL" 2X PER YEAR COST PER APPLICATION	Palm Trees Fertilizer TOTAL ANNUAL COST	Total Annual Cost All Applications
36 Taylor Road	233,277	5.35		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
37 Spruce Creek Road	558,400	12.81		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
38 Madeline Avenue	609,850	14		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
39 Canal View Boulevard	145,050	3.33		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
40 Central Park Boulevard	295,396	6.78		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
41 Clyde Morris Boulevard	203,940	4.68		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
42 Hensel Road	97,435	2.24		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
43 Yorktown Boulevard Median	1,290	0.03		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
44 Yorktown Boulevard Roadsidess	207,520	4.76		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
45 Avon Court Triangle Median	2,500	0.06		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
46 Herbert Street	155,611	3.57		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
47 Train Depot Building (Herbert Street)	41,725	0.96		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
48 Commonwealth Boulevard	41,285	0.95		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
49 Oak Street	33,678	0.77		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
50 Jackson Street	20,666	0.47		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
51 Victoria Gardens Boulevard Medians	1,240	0.03		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
52 Victoria Gardens Boulevard Roadsidess	28,510	0.65		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
53 Sweetwater Boulevard	23,010	0.53		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
54 Stewart Avenue	12,550	0.29		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
55 Hidden Lake Drive	12,736	0.29		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
56 Old Hammock Road	14,268	0.33		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
57 Pepper Hill Road	6,779	0.16		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
58 Highpoint Drive	8,000	0.18		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
59 Renner Road	4,272	0.1		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
60 Dailford Road	7,226	0.17		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
61 Gladys Street	4,610	0.11		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
62 Newton Road	6,336	0.15		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
63 Bay Ridge Lane Median	9,184	0.21		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Grand Total																

NOTE: "N/A" Indicates a specific task is NOT performed; therefore, no cost figure should be entered.

SCOPE D

WELLFIELD SITE MAINTENANCE

CLASS "E" MAINTENANCE		FROM		TO		SQUARE		ACRES		MOW		Number		Total		Total Annual Cost All	
SITE DESCRIPTION						FOOTAGE				Per		of Mows		Annual		Applications	
1	Pumping Station & Tank Facility	South End of Bear Trail															
2	Maintenance Building	Shunz Road & Flow Way				94,525		2.17				18				N/A	
3	Well Buildings (27 Sites)	SEE MAP FOR LOCATIONS				9,893		0.23				18				N/A	
4	Generators (5)	Located at Well Buildings				59,475		1.37				18				N/A	
CLASS "F" MAINTENANCE						10,890		0.25				18				N/A	
5	Solar Array	South Campsite Road				13,350		0.31				12				N/A	
CLASS "G" MAINTENANCE																	
6	Reservoir Lake "A"	South End of Bear Trail				334,620		7.68				6				N/A	
7	Reservoir Lake "B"	East of Reservoir "A"				372,270		8.55				6				N/A	

WELLFIELD RIGHTS OF WAY

CLASS "H" MAINTENANCE																
8	Shunz Road Right of Way	County Road 415	Flow Way	1,267,200	29.09		4		N/A	N/A						
9	Shunz Road Right of Way	Flow Way	Interstate 4 (I-4)	361,800	7.27		4		N/A	N/A						
10	Bear Trail Right of Way	Shunz Road (southeastward)	The Reclaimed Storage Tank	79,200	1.82		4		N/A	N/A						
11	Flow Way Right of Way	Shunz Road (southward)	Road End	79,200	1.82		4		N/A	N/A						
12	Campsite Road Right of Way	Shunz Road (northward)	Road End	20,400	0.47		4		N/A	N/A						
13	Campsite Road Right of Way	Shunz Road (southward)	Road End	950,400	21.82		4		N/A	N/A						
14	Harley Road Right of Way	Shunz Road (northward)	Road End	31,500	0.72		4		N/A	N/A						
15	Harley Road Right of Way	Shunz Road (southward)	Road End	221,760	5.09		4		N/A	N/A						
16	Artesian Drive Right of Way	Harley Road (southward)	Road End	205,800	4.72		4		N/A	N/A						
17	Puddle Lane Right of Way	Harley Road (westward)	Road End	79,200	1.82		4		N/A	N/A						
18	Drema Way Right of Way	Shunz Road (southward)	Puddle Lane	126,720	2.91		4		N/A	N/A						
19	Pasture around Dirt Stockpile Lot	Shunz Road (south side)		1,089,000	25		4		N/A	N/A						
										GRAND TOTAL						

NOTE: "N/A" Indicates a specific task is NOT performed; therefore, no cost figure should be entered.

Exhibit “2”

Payment and Performance Bond

(Exhibit “2” includes a total of 3 pages)

RETURN RECORDED DOCUMENT TO:

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

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

PAYMENT AND PERFORMANCE BOND

(Public Works)

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

BOND NO. _____

PRINCIPAL:

Developer or Contractor: Yellowstone Landscape-Southeast, LLC
Principal Business Address: 3235 North State Street
Bunnell, Florida 32110
Contact Person: Tim Portland, Manager
Phone Number: (386) 248-3298

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: \$533,226.00 **City Case/ Bid 16-04 Professional Landscape Maintenance Services**

Description of Work: Bid 16-04 Professional Landscape Maintenance Services

Project Location: Various locations in and around Port Orange, Volusia County, Florida

Legal Description: Locations within City of Port Orange, Florida for all public works identified in BID
No. 16-04 Scope C

Front Page

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

RETURN RECORDED DOCUMENT TO:

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

Yellowstone Landscape-Southeast, LLC
Bid 16-04 Professional Landscape Maintenance Services

Bond No. _____

Space Reserved for Recording Data

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

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

BY THIS BOND, We, **Yellowstone Landscape Southeast, LLC**, as Principal, and _____, a corporation, as Surety, are bound to **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of **FIVE HUNDRED THIRTY-THREE THOUSAND TWO HUNDRED TWENTY-SIX AND 96/100 DOLLARS (\$533,226.00)**, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain Standard Contract for Services, having an effective date of _____, 2016, entered into by and between the Principal and the City, for Professional Landscape Maintenance Services, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and
3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

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

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

IN WITNESS WHEREOF, this performance and payment bond is executed in duplicate originals, each of which shall be deemed an original, this _____, day of _____, 2016.

Attest:

YELLOWSTONE LANDSCAPE-SOUTHEAST, LLC
(Principal)

(As to Corporate Principal) Secretary

By: _____
Tim Portland, Manager

(Witness to Principal)

(Corporate Seal)

(Surety)

(Witness to Surety)

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

(Corporate Seal)

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

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



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, **2016**, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **TIF-JEN, INC.**, a Florida corporation, whose principal address is 824 Chickadee Drive, Port Orange, Florida 32127 ("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 City of Port Orange with Professional Landscape Maintenance Services for the Scope A: Facilities Maintenance Levels, which shall include Class "A," as more specifically described in BID No 16-04 and Tif-Jen, Inc. proposal, 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 last date the Contract is signed by the Parties and shall continue for a period of two (2) years (the "Initial Term").

Renewals: Upon written agreement of the Parties and appropriation by City Council, this Contract may be renewed for two (2) optional one-year periods. If approved by City Council, an annual Consumer Price Index (the "CPI") rate increase will be applied October 1st of each year following the first year of the Contract. The CPI rate increase will be adjusted by 75% of the CPI of the Southern States multiplied by the previous year's Contract price. This rate increase will be based on rates released in July by the United States Department of Labor, Bureau of Labor Statistics.

Manner and Place: As outlined in Exhibit "1," 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. Contractor shall not deliver goods or services without a written Purchase Order(s), signed by an authorized agent of the City of Port Orange.

Time and Essence: Contractor acknowledges that time is of the essence for Purchase Order(s) issued hereunder.

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 in the form of a written Purchase Order(s) issued and executed by the City. The City reserves the right to contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion

2. City Obligations. In return for the services identified above, the City agrees to compensate the Contractor at the prices set forth in Exhibit "1," subject to a limit up to but not to exceed Three Hundred Thirty-Seven Thousand Eight Hundred Forty-Six and 00/100 Dollars (\$337,846.00) for the then-current fiscal year. (The term "Fiscal Year" shall be defined as that one (1) year period commencing on October 1 and expiring on the following September 30.) The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then-current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. Contract Documents The following forms are attached as Exhibit "2" and must be completed, signed, witnessed and notarized as indicated, and returned to the City prior to the commencement of any services by Contractor under this Contract:

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

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

5. Contract Administration. The Director of Public Works, Branford N. Adumuah, shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

6. Termination for Convenience of the City

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

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

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

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

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

(e) The Finance Director, with the approval of the City Manager, shall pay from the using department's budget, reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered

or work completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

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

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

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 22 of this contract concerning disputes.

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

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

9. Examination of Records

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

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

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

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

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

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

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(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.

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

11. Termination for Non-Appropriation of Funds

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

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

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

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

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

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

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

14. Modifications or Changes to this Contract

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

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

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

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

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

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

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

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

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

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

19. Inspection

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

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

supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

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

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

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

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

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

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

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

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

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

25. Additional Provisions. 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.

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

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

City:	City of Port Orange Attention: City Manager 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5501
Copy to:	City of Port Orange Attention: Branford N. Adumuah, Director of Public Works 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5575
Contractor:	Tif-Jen, Inc. Attention: Robert A. Loosch, President 824 Chickadee Drive Port Orange, Florida 32127 (386) 761-3612 – Telephone jtb746@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.

28. Contract Construction

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

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

[Remainder of this page intentionally left blank]

Witnesses:

TIF-JEN, INC.

By: _____

Robert A. Loosch, President

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 FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Robert A. Loosch, as President of Tif-Jen, 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:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Allen Green, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Allen Green, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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

[CA 5317]



"MAINTENANCE" - includes all maintenance services provided by the City of San Antonio, Texas, including but not limited to, the following:

1. General maintenance services provided by the City of San Antonio, Texas, including but not limited to, the following:

2. Maintenance services provided by the City of San Antonio, Texas, including but not limited to, the following:

3. Maintenance services provided by the City of San Antonio, Texas, including but not limited to, the following:

4. Maintenance services provided by the City of San Antonio, Texas, including but not limited to, the following:

5. Maintenance services provided by the City of San Antonio, Texas, including but not limited to, the following:

6. Maintenance services provided by the City of San Antonio, Texas, including but not limited to, the following:

7. Maintenance services provided by the City of San Antonio, Texas, including but not limited to, the following:

8. Maintenance services provided by the City of San Antonio, Texas, including but not limited to, the following:

9. Maintenance services provided by the City of San Antonio, Texas, including but not limited to, the following:

10. Maintenance services provided by the City of San Antonio, Texas, including but not limited to, the following:

SCOPE A: FACILITIES MAINTENANCE LEVELS

ID#	LOCATION	ADDRESS	COST PER SQUARE FOOT	NUMBER OF SQUARE FOOT	TOTAL SQUARE FOOT	ESTIMATE DATE	MAJOR		MINOR		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS		REPAIRS	
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REVISED

SECTION 00090

SPECIFICATIONS

Professional Landscape Maintenance Services

SCOPE OF WORK AND SPECIFICATIONS

STATEMENT OF RESPONSIBILITIES: The Contractor shall be responsible for providing machinery, equipment, tools, materials, labor, supervision, transportation, supplies, insurance, proper safety measures and all incidentals necessary to provide and perform grounds maintenance services as described and requested in these specifications.

MAINTENANCE CLASSES: The City has designated each location within this bid as a "class." The more location visits performed, the higher the level of finish or service is expected for the location with that designation.

Please note, while the City has provided the square footage and acre measurements on each area covered under this contract, these measurements are APPROXIMATES only. Contractor awarded bid shall be responsible for all maintenance required in each respective area. It is highly recommended that any contractor submitting a bid *personally visit each site prior to submitting a bid*. **Maps showing each area will be provided to all interested parties at the mandatory pre-bid meeting.**

Each class typically represents the frequency of turf grass mowings / cuts and other landscape related maintenance tasks. Debris cleanup, edging, blowing, string trimming, weeding, removing or adjusting tree stake kits, and others must be performed with every scheduled visit.

Rights-of-Way, Facilities and Retention Ponds

Class "A" Maintenance

Number of Site Visits: A total of thirty-nine (39) maintenance visits shall be provided between January 1st and December 31st.

Maintenance Frequency: The first twenty-nine (29) visits of the season start April 1st thru October 31st. The final ten (10) visits start November 1st thru March 31st.

Class "B" Maintenance

Number of Site Visits: A total of thirty-six (36) maintenance visits shall be provided between January 1st and December 31st.

Maintenance Frequency: The first twenty-six (26) visits of the season start April 1st thru October 31st. The final ten (10) visits start November 1st thru March 31st.

Class "C" Maintenance

Number of Site Visits: A total of thirty-two (32) maintenance visits shall be provided between January 1st and December 31st.

Maintenance Frequency: The first twenty-three (23) visits of the season start April 1st thru October 31st. The final nine (9) visits start November 1st thru March 31st.

Class "D" Maintenance

Number of Visits: A total of twenty-four (24) maintenance visits shall be provided between January 1st and December 31st.

Maintenance Frequency: All twenty-four (24) visits of the season shall be scheduled at the rate of two (2) visits per month between January 1st and December 31st.

The following maintenance activities shall occur during each scheduled site visit:

TRASH / DEBRIS CLEANUP: The Contractor shall be responsible for removing all trash and debris, regardless of its source from all turf grass areas, parking areas, sidewalks, mulch landscape areas, and shorelines. This includes, but is not limited to paper, bottles, cans, palm fronds and tree limbs from all sites covered in this bid document. The Contractor is responsible for disposal of trash and debris in accordance with all federal, state, and local laws, rules and regulations.

MOWING OF TURF GRASS AREAS: All turf grass areas within specified facilities, parks, rights-of-way (medians and shoulders) including adjacent curb gutters shall be cleaned of all trash and/or debris prior to mowing. Mowing of trash and debris to shred into smaller pieces is not allowed.

All turf grass areas shall be mowed as specified in this document. No more than one-third (1/3) of the leaf blade should be removed per mowing. The grass shall not be cut so low as to damage or stress the grass and shall not be allowed to reach a height of six (6) inches or more unless otherwise requested by the City. The minimum turf grass mowing heights shall be as follows:

St. Augustine – 2.5 inches

Argentine Bahia – 3 inches

Areas where large mowers are impractical shall be serviced using small push mowers such as the narrow median tips along Dunlawton Avenue, US1 (Ridgewood Avenue) and Nova Road. Mowing of wet turf grass shall be avoided unless permission is authorized by the City. The Contractor shall leave surrounding areas in a clean condition free of accumulated debris, including but not limited to grass clippings, after each mowing. Large clump of clippings will be distributed by mechanical blowing or collected and removed. Materials removed from grounds shall be disposed of off-site by the Contractor in a lawful manner.

EDGING OF TURF GRASS: Contractor shall edge all appropriate surfaces with suitable mechanical equipment including, but not limited to roadways, driveways, curbs, parking areas, walkways, fences, plant beds and tree wells, so that no grass, ground covers or weeds are left extending beyond or over the surface being edged. This includes edging between adjoining beds of dissimilar ground cover types.

STRING TRIMMING OF TURF GRASS: Final string trimming around permanent objects such as metal posts and concrete curbing shall be accomplished with suitable mechanical equipment and at the same cutting heights as the rest of the turf areas. Where string trimming may damage wooden posts,

decorative light poles or other City property, other non-mechanical means must be performed.

BLOWING OF DEBRIS AND TURF GRASS CUTTINGS: Contractor shall blow all appropriate surfaces with suitable mechanical equipment including, but not limited to roadways, driveways, curbs, parking areas, walkways, turf grass areas, plant beds and tree wells as required to leave the area clean and free of debris. Grass clipping and other organic debris shall not be blown into the roadway or disposed of in storm sewer drains.

ADJUSTING AND REMOVING TREE STAKE KITS: Contractor is required to maintain all newly planted trees in a straight vertical position by adjusting tree stake kits as needed. The contractor shall also be responsible to completely remove all stake kits approximately six (6) months to one (1) year after initial planting.

PRUNING OF ORNAMENTAL SHRUBS AND GROUNDCOVERS: Contractor shall prune and shape all ornamental shrubs and ground cover to maintain the natural form of the plant material and maintain its growth within the limitations of the plant bed, to eliminate damaged or diseased wood, and to provide sight distance requirements.

All pruning shall be performed in accordance with the latest approved ANSI-A300 pruning standards.

CREPE MYRTLE TREES: Crepe Myrtle trees shall not be pruned. However, the Contractor shall be responsible to remove all crisscross, dead, or broken branches and Contractor shall remove all sucker growth that occurs between the root ball and bottom of the tree canopy to maintain a minimum clear truck height of 7 feet 6 inches where applicable. Crepe Myrtles shall not be cut back or tipped.

WEEDING OF LANDSCAPE PLANTING BEDS: Weeds, grasses, and other unwanted plant growth shall be removed from all mulched planting areas by hand pulling to remove the entire root system or by herbicide spraying to effectively kill the entire root system. Herbicide shall not be applied in close proximity to existing ornamental shrubs, groundcovers or near the root system of any palm tree, with no exceptions. Herbicides shall not be applied on windy days as the drift will likely kill untargeted plant materials or turf grasses. String trimming around tree trunks with mechanical devices is prohibited. Weeding of all planting beds (including pavement and sidewalk areas) shall take place during each and every scheduled service to ensure the overall aesthetics of the landscape is not adversely affected by weed growth.

REMOVING DEAD PLANT MATERIAL: Contractor shall remove and dispose of all dead ornamental trees, shrubs, and ground cover during each scheduled visit. The contractor is responsible to notify the City to determine if a replacement is necessary.

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 must be submitted and approved by the City prior to applications.

TURF GRASS FERTILIZATION: St Augustine turf grass and Argentine Bahia grass shall receive two (2) pounds of nitrogen per 1,000 square feet during the growing season. Turf grass shall be fertilized two (2) times per year and no more than one (1) pound of nitrogen per 1,000 square feet shall be applied during each scheduled visit. In addition, a complete fertilizer shall be granular in composition and contain thirty to fifty percent (30% - 50%) or more of the nitrogen in a slow release form. The ratio of nitrogen to potash shall be 1:1 or 2:1. A complete fertilizer shall be applied twice per year in March and October.

PALM TREE FERTILIZATION: All mature palms in the landscape shall receive a complete granular fertilizer formulated for palms ("palm special") two (2) times per year at a rate of eight (8) pounds per application. Fertilizer shall be applied in March and October. Fertilizer shall be broadcast under the canopy of the palm but not up against the trunk where newly emerging roots may be injured.

SHRUB AND GROUND COVER FERTILIZATION: All shrubs and ground covers plantings shall be fertilized one (1) time per year in March with a heavy application of a balanced, slow release fertilizer. Each planting bed shall receive one (1) pound of nitrogen per 1,000 square feet of bed area. The mulch is to be pulled back and the fertilizer shall be applied directly near the rootball of each plant. Broadcasting fertilizer on top of mulch is not allowed unless approved by the City.

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 area. Root drench and bud drench all Medjool Palms with City approved fungicide/insecticide at the rate recommended by the manufacturer up to two (2) times per year. 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.

Records shall be kept on pests identified and treatment(s) rendered for control, shall be submitted to the City. All service costs related to pest control are to be included in the "total cost", as listed in the Bid Schedule. 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.

HERBICIDES: Herbicide(s) shall be used only with the prior written approval of the City and only in those areas authorized by the City. Pre-emergence herbicide shall be applied for control of winter annual weeds and herbicide shall be applied when night-time temperatures drop to fifty-five to sixty degrees Fahrenheit for several consecutive days from late October 20th to early November 7th. Contractor shall be responsible for the identification of weeds and recommendations of appropriate selective herbicides. Selective herbicides shall be used to manage weed outbreaks throughout the growing season. All herbicide applicators must be licensed by the State of Florida to apply herbicides, and a copy of the State license shall be provided to the City.

LANDSCAPE PLANTING BED MULCHING: All mulched areas shall be replenished once a year between the winter months of November to March. The Contractor shall properly prepare all planting beds by cutting new bed edges, adjusting tree rings sizes, raking out or removing excess mulch, digging new edges along concrete curbs and sidewalks and removing all weeds and dead plant materials prior to top-coating existing mulch areas with the same type of mulch. Depth of mulch shall be a minimum of 3 inches and a maximum of 4 inches.

IRRIGATION SYSTEMS: Contractor shall be required to repair/replace any irrigation parts that are damaged due to contractor negligence. The City will be responsible for the costs to replace any irrigation parts that are stolen, damaged by acts of vandalism, vehicular damage or other unforeseen or unpreventable causes. All non-functional irrigation heads shall be reported to the City after each mow.

EROSION: If there is noticeable erosion at any site the Contractor shall immediately notify the City of its location. The Contractor shall be responsible for any erosion damage caused by contractor's equipment or performance of duties.

The following are additional requirements of this maintenance contract:

EQUIPMENT: The Contractor shall have on hand at all times and in good working order such equipment as shall permit the Contractor to adequately and efficiently perform its contractual duties. All equipment shall be kept in good repair, appearance, and in a sanitary and clean condition at all times.

Equipment shall have the name of the Contractor, business telephone number and the number of the vehicle in letters not less than three (3) inches high on each side of the vehicle. The contractor may also place its corporate logo on the vehicles; however, no other form of advertising shall be permitted on vehicles. The Contractor shall supply the City with a listing of the vehicle numbers normally assigned to performance of duties and shall keep the list current.

All equipment shall be kept in good safe operating condition with sharp blades and no leaking of oil and gasoline.

EQUIPMENT STORAGE: The Contractor shall be responsible for storing all equipment and supplies off site. The City will not provide any storage space for the Contractor.

EQUIPMENT FUELING AND LUBRICATING: Mowers and power equipment shall be fueled and lubricated using proper tools and equipment. Any fuel or oil spills are the sole responsibility of the Contractor to clean up and / or remove at the Contractor's expense. Any damage to median plant material by such fuel or oil spills shall be replaced within three (3) days by Contractor at the Contractor's expense.

CONTRACTOR SCHEDULE: Contractor shall submit a calendar schedule of all work, including a fertilizer timetable, specifying fertilizer manufacturer and formulary, to be performed for one (1) year. A copy of the yearly calendar shall be submitted to the City. Contractor shall update the schedule on a monthly basis as needed. The use of noise making equipment is restricted to the hours of 7:00 a.m. to 7:00 p.m. Monday through Saturday and from 10:00 a.m. to 6:00 p.m. on Sundays.

FREEZE DAMAGE: Any freeze damaged plant material shall have dead growth removed as soon as it is deemed safe by the Contractor through appropriate means.

REPLACEMENT OF PLANT MATERIALS: The City will be responsible to replace all plant materials that are frozen, stolen, vandalized, or otherwise destroyed by unforeseen or unpreventable circumstances. However, if the City determines that the poor condition of plant materials is due to improper maintenance, the Contractor shall be responsible for replacing such plant material at the Contractor's sole expense. The City shall be notified of plants or areas in distress. These areas need to be evaluated for plan of action and monitored by Contractor. No dead plant material shall remain in landscaping. All replacements shall be done within one (1) week of notification. The City shall approve all plant replacements, sizes and specifications.

TRAFFIC REGULATION: The Contractor shall conform to Florida Department of Transportation Manual on Traffic Controls and Safe Practices for street and highway construction, maintenance and utility operations.

The Contractor shall provide and maintain adequate barricades, construction signs, torches, flashers, guards and flagmen as required on pedestrian and vehicular traffic areas.

Lane closure to traffic is not permitted. Upon completion of work, contractor shall remove all debris, excess materials and barricades leaving medians and roadways clear of all obstructions.

EXTRAORDINARY OCCURRENCES: It is agreed that in no event shall the City or Contractor be liable or responsible to each other or any other person to perform work herein provided, where such stoppages or delays result from inclement weather, drought or excessive rain, acts of God, fire, or any other cause not within the control of the City and/or the Contractor.

CONTRACT PERFORMANCE: It is the intent of the City to ensure that the Contractor provides a quality level of landscape and ground maintenance services. All complaints will be reported to, and promptly resolved by the Contractor. The Contractor shall have twenty-four (24) hours to resolve any such complaints. The City may levy administrative charges for infractions by the Contractor at \$100.00 per day per incident. Such infractions shall include, but not be limited to:

- (a) Failure to resolve complaints within twenty-four (24) hour period.
- (b) Failure to provide safe equipment.
- (c) Failure to provide required documentation in a timely and accurate manner.
- (d) Failure to report damage to irrigation system(s).
- (e) Failure to report property damage or personal injury.
- (f) Failure to remove all trash from site(s).
- (g) Failure to perform scheduled service.
- (h) Landscape employees not adhering to uniform/protective clothing requirements.

For the purpose of this section, the City may deduct any charges from payments due to the Contractor. The City shall notify the Contractor in writing of any action to be taken. In the event the Contractor wishes to contest such assessment, the contractor shall submit a written protest within five (5) days after receiving such notice for an opportunity to be heard by the City and present a defense to such assessment. The City will notify the Contractor in writing of any action taken with respect to Contractor's claims. The decision of the City shall be final.

Based on limited funds, the City may eliminate certain contracted areas or groups in order to stay within the budget. Therefore, the City reserves the right to reject any and all the bids, eliminate areas from the contract and/or reduce maintenance to any given area when it is in the City's best interest.

SAFETY CONSIDERATIONS AND MAINTENANCE OF TRAFFIC (MOT): During mowing/maintenance operations, "MOWING" or "CAUTION MOWING OPERATIONS" signs must be placed on or near affected walkways and other traffic areas. All highway equipment used on right-of-ways must be properly signed and equipped with working safety lights. The Contractor is responsible for being in compliance with all FDOT and OSHA rules and regulations at all times. Within DOT rights-of-way, Maintenance of Traffic Plan (MOT) shall be prepared and implemented by the Contractor when required. All work shall be performed according to FDOT safety and signage recommendations as outlined in their Utility Accommodation Guide, Document Number 710-020-001-b

Contract Time and Renewal and CPI Rate Adjustment: Contract will be for two (2) years from date of acceptance. Contract will be renewable for up to 2 years in annual increments, upon agreement of both parties.

If approved by Council, an annual CPI rate increase will be applied October 1st of each year following the first year of the contract. The CPI rate increase will be adjusted by 75% of the Consumer Price Index of the Southern States multiplied by the previous year's contract price. This rate increase will be based on rates released in July by the United State Department of Labor, Bureau of Labor Statistics.

SUPERVISION: The Contractor shall be responsible for all personnel and supervision required in performing work in accordance with these specifications. Supervision will be required for all working hours of the contract.

The Contractor shall comply with all City regulations.

Contractor understands that all planning, coordinating, and implementation of the described services shall be done through personal contact between the Contractor and City. Contractor shall notify the City (via fax, e-mail or in person) when the specified scheduled services are fully completed. This is to allow the City to inspect for contract compliance and authorization for scheduled payments. City approved representatives of the Contractor shall be available to meet with the City as required to accomplish the City's objectives. All meetings with the City will be at no charge.

CONTACT PERSON: The Contractor shall provide the name and telephone number of a contact person in case of an emergency.

The Contractor shall provide the name and telephone number of a representative to meet periodically with the City.

The City reserves the right to accept or reject any employee of the Contractor

All personnel must be visible as Contractor's employee(s) by uniform while on City property. The Contractor's work force shall be neat and clean in appearance and shall wear identification. Identification shall include the employee's name and company name.

SCOPE A – FACILITIES MAINTENANCE LEVELS: Class "A", Class "B", and Class "C" maintenance will be provided for locations identified under Scope A – Facilities Maintenance Levels in Section 95 – Schedule of Unit Prices.

SCOPE B – RETENTION PONDS MAINTENANCE LEVELS: Class "D" maintenance will be provided for locations identified under Scope B – Retention Ponds Maintenance Levels in Section 95 – Schedule of Unit Prices.

SCOPE C – RIGHTS – RIGHTS OF WAY MAINTENANCE LEVELS: Class "A", Class "C", and Class "D" maintenance will be provided for locations identified under Scope B – Retention Ponds Maintenance Levels in Section 95 – Schedule of Unit Prices.

SCOPE D – WELLFIELD SITE MAINTENANCE: Class "E", Class "F", Class "G", and Class "H" maintenance will be provided for locations identified under Scope B – Retention Ponds Maintenance Levels in Section 95 – Schedule of Unit Prices.

City's Well Fields

Access, scheduling, maintenance activities, inspections and reporting shall be conducted through the City's Public Utilities Department.

Access is restricted based on U.S. Department of Homeland Security requirements. Prior to entering these areas, all persons must be pre-approved by the City of Port Orange Public Utilities Water Department. Contractor shall provide:

- Complete written list of all persons entering this area
- Color copy of each individual's driver's license or other government issued identification

Instruction for entering this City property will be provided from time to time as deemed appropriate.

Class "E" Maintenance

Number of Visits: A total of eighteen (18) maintenance visits shall be provided between January 1st and December 31st.

Maintenance Frequency: The first twelve (12) visits of the season start April 1st thru October 31st the final six (6) visits start November 1st thru March 31st.

Class "F" Maintenance

Number of Visits: A total of twelve (12) maintenance visits shall be provided between January 1st and December 31st.

Maintenance Frequency: All twelve (12) visits of the season start April 1st thru October 31st.

Class "G" Maintenance

Number of Visits: A total of six (6) maintenance visits shall be provided between January 1st and December 31st.

Maintenance Frequency: All visits of the season start April 1st thru October 31st.

Class "H" Maintenance

Number of Visits: A total of four (4) maintenance visits shall be provided between January 1st and December 31st.

Maintenance Frequency: All visits of the season start April 1st thru October 31st.

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SECTION 95
SCHEDULE OF UNIT PRICES

Professional Landscape Maintenance Services Bid # 16-04

27

EXHIBIT "1"

FACILITIES MAINTENANCE LEVELS

SCOPE A

TURF MAINTENANCE

CLASS "A" MAINTENANCE

SITE	BLANK FOOTAGE	ACRES	NUMBER OF ROWS PER YEAR	COST PER ROW	MOWING TOTAL ANNUAL COST	MULCH COST PER APPLICATION	GRANULATED FERTILIZER 2X PER YEAR APPLICATION	GRANULATED FERTILIZER TOTAL ANNUAL COST	PERIODIC TREATMENT TOTAL ANNUAL COST	HERBICIDE TREATMENT TOTAL ANNUAL COST	GRANULATED FERTILIZER 2X PER YEAR TOTAL ANNUAL COST	PERIODIC TREATMENT TOTAL ANNUAL COST	HERBICIDE TREATMENT TOTAL ANNUAL COST	GRANULATED FERTILIZER 2X PER YEAR TOTAL ANNUAL COST	PERIODIC TREATMENT TOTAL ANNUAL COST	HERBICIDE TREATMENT TOTAL ANNUAL COST	PALM TREE GRANULATED FERTILIZER "PALM SPECIAL" COST PER APPLICATION	PALM TREE FERTILIZER TOTAL ANNUAL COST	TOTAL ANNUAL COST ALL APPLICATIONS
1 City Hall Building Site	344,655	7.91	38																
2 Gymnasium Site	179,450	4.12	39																
3 Amphitheater/Lakeside Community Center Site	61,705	1.42	39																
4 Old Police Department Site	65,721	1.51	39																
5 Fire Station #73 Site	16,770	0.39	39																
6 City Center Sports Complex	578,082	13.27	39																
7 City Hall Access Rights of Way	183,345	4.2	39																
8 Gateway Park	5,451	0.13	39																
9 Coraci Sports Fields	474,750	10.9	39																
10 Riverwalk Properties	599,335	13.53	39																

CLASS "B" MAINTENANCE

11 Public Works Facility Site	48,561	1.11	36																
12 Adult Activity Center Site	51,172	1.17	36																
13 Fire Station #71 Site	30,204	0.69	36																
14 Parks Department Facility Site	37,902	0.87	36																
15 Fire Station #72 Site	55,124	1.27	36																
16 Fire Station #74 Site	18,635	0.43	36																
17 Fire Station #75 Site	50,979	1.17	36																
18 Police Department Site	138,140	3.17	36																
19 Causeway Park	203,290	7.48	36																
20 Riverside Park/Chamber of Commerce	95,498	2.19	36																
21 Bushman Park	235,675	5.41	36																
22 Spruce Creek Recreational Facility	79,291	1.82	36																
23 Willow Run Park	26,481	0.61	36																
24 Airport Road Park	87,064	2	36																
25 Memorial Park	54,150	1.24	36																

CLASS "C" MAINTENANCE

26 Art Haus	23,467	0.54	32																
27 White Place Baseball Field	81,771	1.88	32																
28 Horizon Elementary Sports Field	195,694	4.49	32																
29 Seminole Street Park	9,000	0.21	32																
30 Oak Street Park	7,000	0.16	32																
31 Main Street Park	6,000	0.14	32																
32 Cedar Street Park	3,366	0.08	32																
33 Riverside Drive Park	2,940	0.07	32																
34 Cedar Street Median	5,104	0.14	32																
35 Cedar Street Park (along canal)	17,075	0.39	32																
36 East Bayshore Drive Park	22,880	0.75	32																
37 Bretts Street Park	11,250	0.28	32																
38 Harms Way Park	32,500	0.75	32																
39 Southwinds Sports Fields	51,577	1.18	32																
40 Devon Street Park	3,400	0.08	32																
41 Dawnview Square	151,000	3.47	32																

NOTE: "N/A" indicates a specific task is NOT performed; therefore, no cost figure should be entered.

RETENTION PONDS MAINTENANCE LEVELS

SCOPE B

Class "D" Maintenance																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																			
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NAME	SQUARE FOOTAGE	ACRES	COST PER MOW	Number of Mows Per Year	GRANULAR FERTILIZER		TURF		PESTICIDE		HERBICIDE		GRANULAR FERTILIZER		PALM TREES																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																				
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NOTE: "N/A" indicates a specific task is NOT performed; therefore, no cost figure should be entered.

RIGHTS OF WAY MAINTENANCE LEVELS

TURF MAINTENANCE SCOPE C												
Class "A" Maintenance												
ROAD NAME	SQUARE FOOTAGE	ACRES	COST PER MOW	Total Mows Per Year	TOTAL ANNUAL COST	MULCH COST PER APPLICATION	GRANULAR FERTILIZER 2X PER YEAR			Turf Granular Fertilization		
							APPLICATION	COST PER	ANNUAL COST	APPLICATION	TOTAL ANNUAL COST	ANNUAL COST
1 Causeway and High Rise Bridge	32,427	0.72		39								
2 Ridgewood Avenue Medians	140,852	3.23		39								
3 Ridgewood Avenue Roadside	78,910	1.81		39		N/A	N/A		N/A			
4 Dunlawton Avenue Medians	338,744	7.78		39								
5 Dunlawton Avenue Roadside	791,044	18.16		39		N/A	N/A		N/A			
6 Nova Road Medians	90,208	2.07		39								
7 Nova Road Roadside	404,895	9.26		39		N/A	N/A		N/A			
8 Hodney Court	69,200	1.44		39								
Grand Total												

Note: "N/A" indicates a specific task is NOT performed; therefore, no cost figure should be entered.

RIGHTS OF WAY MAINTENANCE LEVELS

SCOPE C

TURF MAINTENANCE

TREE & SHRUB MAINTENANCE

PALM TREES

Class "C" Maintenance

ROAD NAME	SQUARE FOOTAGE	ACRES	MOW	COST PER MOW	Total Mows	TOTAL ANNUAL COST	MULCH APPLICATION	GRANULAR FERTILIZER 2X PER YEAR COST PER APPLICATION	Turf Granular Fertilization TOTAL ANNUAL COST	PESTICIDE TREATMENT TOTAL ANNUAL COST	HERBICIDE TREATMENT TOTAL ANNUAL COST	GRANULAR FERTILIZER 1X PER YEAR TOTAL ANNUAL COST	PESTICIDE TREATMENT TOTAL ANNUAL COST	HERBICIDE TREATMENT TOTAL ANNUAL COST	GRANULAR FERTILIZER "PALM SPECIAL" 2X PER YEAR COST PER APPLICATION	Palm Trees Fertilizer TOTAL ANNUAL COST	Total Annual Cost ALL APPLICATIONS
9 Williamson Boulevard Medians	154,138	3.54			32		N/A			N/A	N/A	N/A	N/A	N/A	N/A	N/A	
10 Williamson Boulevard Roadside	705,673	16.2			32		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
11 Airport Road Medians	25,580	0.59			32		N/A			N/A	N/A	N/A	N/A	N/A	N/A	N/A	
12 Airport Road Roadside	167,810	3.54			32		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
13 Sunnertrees Road Extension Medians	2,850	0.07			32		N/A			N/A	N/A	N/A	N/A	N/A	N/A	N/A	
14 Sunnertrees Road Extension Roadside	83,900	1.93			32		N/A			N/A	N/A	N/A	N/A	N/A	N/A	N/A	
15 Town West Boulevard Medians	92,095	2.11			32		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
16 Town West Boulevard Roadside	481,310	11.05			32		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
17 Corac Boulevard Medians	25,215	0.58			32		N/A			N/A	N/A	N/A	N/A	N/A	N/A	N/A	
18 Corac Boulevard Roadside	129,500	2.98			32		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
19 McGinnis Avenue Medians	19,635	0.45			32		N/A			N/A	N/A	N/A	N/A	N/A	N/A	N/A	
20 McGinnis Avenue Roadside	94,286	2.16			32		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
21 Willow Run Boulevard Medians	11,410	0.26			32		N/A			N/A	N/A	N/A	N/A	N/A	N/A	N/A	
22 Willow Run Boulevard Roadside	838,720	19.25			32		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
23 Peninsula Drive	15,000	0.34			32		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
24 Hillis Boulevard	1,952	0.04			32		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
25 Fitzgerald Street Medians	9,072	0.21			32		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
26 Conrad Street Medians	9,960	0.23			32		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
27 Roberts Street Medians	3,878	0.09			32		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
28 Tree Garden Drive Median	7,250	0.17			32		N/A			N/A	N/A	N/A	N/A	N/A	N/A	N/A	
29 Wiltshire Boulevard Medians	38,061	0.87			32		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
30 Countryside Drive Median	2,436	0.06			32		N/A			N/A	N/A	N/A	N/A	N/A	N/A	N/A	
31 Merritt Drive Medians	27,292	0.63			32		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
32 Kingswood Way Medians	8,700	0.2			32		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
33 Sugar House Boulevard Medians	6,260	0.14			32		N/A			N/A	N/A	N/A	N/A	N/A	N/A	N/A	
34 Coral Way Medians	2,500	0.06			32		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
35 Tabo Circle Median	400	0.01			32		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
Grand Total																	31

Note: "N/A" indicates a specific task is NOT performed; therefore, no cost figure should be entered.
Professional Landscape Maintenance Services Bid # 16-04

EXHIBIT "1"

RIGHTS OF WAY MAINTENANCE LEVELS

SCOPE C

TURF MAINTENANCE

Class "D" Maintenance

TREE & SHRUB MAINTENANCE

PALM TREE MAINTENANCE

ROAD NAME	SQUARE FOOTAGE	ACRES	COST PER MOW	Total Mows Per Year	TOTAL ANNUAL COST	MULCH COST PER APPLICATION	GRANULAR FERTILIZER 2X PER YEAR COST PER APPLICATION	Turf Granular Fertilization TOTAL ANNUAL COST	PESTICIDE TREATMENT TOTAL ANNUAL COST	HERBICIDE TREATMENT TOTAL ANNUAL COST	GRANULAR FERTILIZER 1X PER YEAR TOTAL ANNUAL COST	PESTICIDE TREATMENT TOTAL ANNUAL COST	HERBICIDE TREATMENT TOTAL ANNUAL COST	GRANULAR FERTILIZER "PALM SPECIAL" 2X PER YEAR COST PER APPLICATION	Palm Trees Fertilizer TOTAL ANNUAL COST	Total Annual Cost All Applications
36 Taylor Road	233,277	5.35		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
37 Spruce Creek Road	558,400	12.81		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
38 Madeline Avenue	609,850	14		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
39 Canal View Boulevard	145,050	3.33		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
40 Central Park Boulevard	295,396	6.78		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
41 Clyde Morris Boulevard	203,940	4.68		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
42 Hensel Road	97,435	2.24		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
43 Yorktown Boulevard Median	1,290	0.03		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
44 Yorktown Boulevard Roadside	207,520	4.76		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
45 Avon Court Triangle Median	2,500	0.06		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
46 Herbert Street	155,611	3.57		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
47 Train Depot Building (Herbert Street)	41,775	0.96		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
48 Commonwealth Boulevard	41,285	0.95		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
49 Oak Street	33,678	0.77		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
50 Jackson Street	20,686	0.47		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
51 Victoria Gardens Boulevard Medians	1,240	0.03		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
52 Victoria Gardens Boulevard Roadside	28,510	0.65		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
53 Sweetwater Boulevard	23,010	0.53		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
54 Stewart Avenue	12,550	0.29		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
55 Hidden Lake Drive	12,736	0.29		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
56 Old Hammock Road	14,268	0.33		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
57 Pepper Hill Road	6,779	0.16		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
58 Highpoint Drive	8,000	0.18		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
59 Renner Road	4,272	0.1		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
60 Dafford Road	7,226	0.17		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
61 Gladys Street	4,610	0.11		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
62 Newton Road	6,336	0.15		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
63 Bay Ridge Lane Median	9,184	0.21		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Grand Total																

NOTE: "N/A" Indicates a specific task is NOT performed; therefore, no cost figure should be entered.

SCOPE D

WELLFIELD SITE MAINTENANCE

CLASS "E" MAINTENANCE									
SITE DESCRIPTION	FROM	TO	SQUARE FOOTAGE	ACRES	Cost Per MOW	Number of Mows Per Yr	Total Annual Cost	STRING TRIMMING	EDGING
1 Pumping Station & Tank Facility	South End of Bear Trail								
2 Maintenance Building	Shunz Road & Flow Way		94,525	2.17		18			N/A
3 Well Buildings (27 Sites)	SEE MAP FOR LOCATIONS		9,893	0.23		18			N/A
4 Generators (5)	Located at Well Buildings		59,475	1.37		18			N/A
CLASS "F" MAINTENANCE									
5 Solar Array	South Campsite Road		10,890	0.25		18			N/A
CLASS "G" MAINTENANCE									
6 Reservoir Lake "A"	South End of Bear Trail		13,350	0.31		12			N/A
7 Reservoir Lake "B"	East of Reservoir "A"		334,620	7.68		6		N/A	N/A
			372,270	8.55		6		N/A	N/A

WELLFIELD RIGHTS OF WAY

CLASS "H" MAINTENANCE									
8 Shunz Road Right of Way	County Road 415	Flow Way	1,267,200	29.09		4		N/A	N/A
9 Shunz Road Right of Way	Flow Way	Interstate 4 (I-4)	361,800	7.27		4		N/A	N/A
10 Bear Trail Right of Way	Shunz Road (southeastward)	The Reclaimed Storage Tank	79,200	1.82		4		N/A	N/A
11 Flow Way Right of Way	Shunz Road (southward)	Road End	79,200	1.82		4		N/A	N/A
12 Campsite Road Right of Way	Shunz Road (northward)	Road End	20,400	0.47		4		N/A	N/A
13 Campsite Road Right of Way	Shunz Road (southward)	Road End	950,400	21.82		4		N/A	N/A
14 Harley Road Right of Way	Shunz Road (northward)	Road End	31,500	0.72		4		N/A	N/A
15 Harley Road Right of Way	Shunz Road (southward)	Road End	221,760	5.09		4		N/A	N/A
16 Artesian Drive Right of Way	Harley Road (southward)	Road End	205,800	4.72		4		N/A	N/A
17 Puddle Lane Right of Way	Harley Road (westward)	Road End	79,200	1.82		4		N/A	N/A
18 Drema Way Right of Way	Shunz Road (southward)	Puddle Lane	126,720	2.91		4		N/A	N/A
19 Pasture around Dirt Stockpile Lot	Shunz Road (south side)		1,089,000	25		4		N/A	N/A
GRAND TOTAL									

NOTE: "N/A" indicates a specific task is NOT performed; therefore, no cost figure should be entered.

Exhibit “2”

Payment and Performance Bond

(Exhibit “2” includes a total of 3 pages)

RETURN RECORDED DOCUMENT TO:

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

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

PAYMENT AND PERFORMANCE BOND

(Public Works)

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

BOND NO. _____

PRINCIPAL:

Developer or Contractor: Tif-Jen, Inc.
Principal Business Address: 824 Chickadee Drive
Port Orange, Florida 32127
Contact Person: Robert A. Loosch, President
Phone Number: (386) 761-3612

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: \$337,846.00 **City Case/ Bid 16-04 Professional Landscape Maintenance Services**

Description of Work: Bid 16-04 Professional Landscape Maintenance Services

Project Location: Various locations in and around Port Orange, Volusia County, Florida

Legal Description: Locations within City of Port Orange, Florida for all public works identified in BID No. 16-04 Scope A

Front Page

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

RETURN RECORDED DOCUMENT TO:

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

Tif-Jen, Inc.

Bid 16-04 Professional Landscape Maintenance Services

Bond No. _____

Space Reserved for Recording Data

**COMBINATION PAYMENT AND PERFORMANCE BOND
FOR**

PUBLIC CONSTRUCTION

per Section 255.05, Florida Statutes

Guaranty for Construction of Public Improvements

BY THIS BOND, We, **Tif-Jen, 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 **THREE HUNDRED THIRTY-SEVEN THOUSAND EIGHT HUNDRED FORTY-SIX AND 00/100 DOLLARS (\$337,846.00)**, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain Standard Contract for Services, having an effective date of _____, 2016, entered into by and between the Principal and the City, for Professional Landscape Maintenance Services, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and
3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

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

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

IN WITNESS WHEREOF, this performance and payment bond is executed in duplicate originals, each of which shall be deemed an original, this _____, day of _____, 2016.

Attest:

TIF-JEN, INC.
(Principal)

(As to Corporate Principal) Secretary

By: _____
Robert A. Loosch, President

(Witness to Principal)

(Corporate Seal)

(Surety)

(Witness to Surety)

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

(Corporate Seal)

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

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



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 03/15/2016

Consent item: No

SUBJECT: Authorization to Apply for Riverwalk Development Applications

DEPARTMENT: Community Development

GOAL: 3 - Economic Development

OBJECTIVE: 1 - Continue the implementation of Riverwalk

RECOMMENDED MOTION: Move to authorize the City Manager to sign the development applications for the Riverwalk project on behalf of the City of Port Orange as an owner of the Halifax Drive right-of-way included within the proposed Riverwalk project boundary.

SUMMARY: Development applications (Master Development Agreement/Conceptual Development Plan Amendment, Replat, and Site Plan) have been submitted by the developer of the proposed Riverwalk project. The applications under review include plans for the development of two residential condominium buildings, a restaurant on the "point," a 58-slip marina, linear park with a 20' wide path, a multi-purpose Dockmaster building, off-site signage along Dunlawton Avenue and Ridgewood Avenue, and site improvements (stormwater, utilities, landscape, on-site signage, parking, etc.).

The developer's applications for the proposed Riverwalk project include a portion of the Halifax Drive right-of-way owned by the City of Port Orange (see Exhibit A). According to the Land Development Code (LDC), all property owners within the boundary of a project are required to sign the development applications. The developer of the Riverwalk project requests the City Council authorize the City Manager to sign the development applications on behalf of the City as an owner of the Halifax Drive right-of-way included within the project boundary.

The authorization to sign the applications does not obligate the City to approve these applications. Staff anticipates that development applications will be considered at the March 24 Planning Commission Meeting and be considered by the CRA and City Council in May.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Exhibit A	Exhibit A - Location Map - CC Authorization to Apply for Development Applications.pdf
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Cruz, Penelope
Clark, Wayne
Johansson, M. Jake

Created/Initiated - 03/08/2016
Approved - 03/08/2016
Final Approval - 03/08/2016





CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 03/15/2016

Consent item: No

SUBJECT: City Manager Comments

DEPARTMENT: City Manager

GOAL:

OBJECTIVE:

RECOMMENDED MOTION:

SUMMARY: Staff is wrapping up the CAFR and needs guidance on Council's intent regarding the golf course renovation funds.

1) Council approved \$1,250,000 to renovate the course (\$750,000) and clubhouse (\$500,000). In addition, Council approved a budget projecting a soft cost loss of up to \$443,299. Total budgeted renovation costs were \$1,693,299 (FY16 & FY17).

2) This project has come in under budget, & if approved, we intend to use some savings to pave the golf course parking lot at an est. cost of \$80,000. At this time, the best estimate for the final cost of the renovation is \$1,519,202 (\$1,152,142 in hard costs including the paving and \$367,030 in soft costs through opening day). This is \$174,127 less than originally planned (1%)

3) The golf course has an (no interest) outstanding loan balance of \$1,425,564 stemming from its construction in 1992. The golf course did not make any payments on this debt during FY 14 or FY 15.

Guidance needed: Does Council want to **transfer** the funds to the golf course or to require repayment of a **loan**? (If loan, what is the term & should interest be charged?)

Also, I would like to discuss a possible incentive for the Town Center CRA that would involve a TIF sharing that starts out at 50% for 24-30 months and gradually decreases to 20% in 5-8 years.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

Fenwick, Robin
Johansson, M. Jake

Created/Initiated - 03/03/2016
Final Approval - 03/09/2016
