



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

JULY 18, 2023

AGENDA

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

A. OPENING

1. Invocation by Pastor Joshua Owen of Spruce Creek Presbyterian Church.
2. Pledge of Allegiance
3. Roll Call

B. RECOGNITION AND PROCLAMATIONS

4. Parks and Recreation Month Proclamation

C. CONSENT AGENDA

5. Public Comments on Consent Agenda Items Only
6. Agenda Approval
7. Approval of Minutes
 - a. June 20, 2023 - Regular City Council Meeting
8. Bid Awards and Contract Items
 - a. Approval of Task Authorization No. 1 with Insituform Technologies LLC for the FY23 Cured in Place Pipe lining (CIPP) Project for Ravenwood/Foxboro/Deep Forest Subdivisions
 - b. Approval of Amendment and Renewal No. 1 with Better Barricades, Inc. for Street Striping
 - c. Approval of Change Order No. 1 to the Contract for Services with General Underground, LLC (CA8036) for the emergency temporary repairs at the Cambridge Stormwater Pump Station
 - d. Approval of Task Authorization No. 1 with Advanced Roofing, Inc. for Roof Replacement on the Maintenance Barn at Cypress Head Golf Course

- e. Approval of Task Authorization No. 2 with Advanced Roofing, Inc. for YMCA Roof Repairs
- f. Approval to award ITB 23-07 to Danus Utilities, Inc. for Sanitary Sewer Manhole Lining
- 9. Resolution No. 23-23 - Vacation of a portion of the buffer requirement established in Plat Note No. 7 of the Palmas Bay Club Subdivision Plat
- 10. Resolution No. 23-24 - 2023 City of Port Orange Water Supply Work Plan
- 11. Resolution No. 23-25 - Establishing Notice and Hearing Requirements for Certain Assessment Increases
- 12. Concurrence Request - Department Head Residency Requirement per Section 2-186 of the Code of Ordinances

D. PUBLIC PARTICIPATION (Agenda)

- 13. Barracks of Hope Presentation by Halifax Urban Ministries

E. PUBLIC PARTICIPATION (Non-Agenda – 20 minutes)

F. COUNCIL COMMENTS

- 14. Comments/Concerns from Council Members

G. BOARD APPOINTMENTS, INTERVIEWS, AND REPORTS

- 15. Parks & Recreation Advisory Board Appointment
- 16. Golf Advisory Board Appointment (x3)

H. PUBLIC HEARING

- 17. Second Reading - Ordinance No. 2023-04 - Code of Ordinances Amendment/Chapter 58, Article III - Special Events
- 18. Second Reading - Ordinance No. 2023-05 - Fourth Amendment to the Master Development Agreement for the Woodhaven Planned Unit Development (Case No. PRZA-23-0003)
- 19. Second Reading - Ordinance No. 2023-06 - Second Amendment to the Master Development Agreement for the Southwinds Center Planned Commercial Development (Case No. PRZA-23-0002)
- 20. Second Reading - Ordinance No. 2023-07 - Amendment to Chapter 54, Article IV, Fire & Rescue Pension Fund of the Code of Ordinances

I. ADDITIONAL ITEMS

- 21. City Attorney
- 22. City Manager

J. COUNCIL COMMITTEE REPORTS

23. City Council Committee Reports

a. Arthaus - Vice Mayor Reed Foley

K. ADJOURNMENT

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



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



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

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

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

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

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
JUNE 20, 2023

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

Invocation by Chaplain James Brooks of Advent Health Mission and Ministry

Pledge of Allegiance

Roll Call	Present:	Councilman Tracy Grubbs Councilman Drew Bastian Councilman Scott Stiltner Vice Mayor Reed Foley Mayor Don Burnette
	Also Present:	City Attorney Matthew Jones City Manager Wayne Clark Administrative Assistant Meghan Meyer

CONSENT AGENDA

4. Public Comments on Consent Agenda Items Only

Robert Reinhausen, resident, commented on agenda Items #7a and #7b and inquired if a tear-down grant option would be available to homeowners in Port Orange and if there are any residents who would be interested in taking part in it.

5. Agenda Approval

Councilman Tracy Grubbs asked to pull Item #7g for further discussion.

Motion to approve the agenda as amended was made by Vice Mayor Reed Foley and seconded by Councilman Scott Stiltner. Motion carried unanimously by voice vote.

6. Approval of Minutes

a. June 6, 2023 - Regular City Council Meeting

7. Bid Awards and Contract Items

a. Approval of Task Authorization No. 1 with Pegasus Engineering, LLC for grant management services for the FEMA Hazard Mitigation Grant Program (HMGP) Application for Flood Prone Home Elevations under Hurricane Ian (DR-4673-FL)

b. Approval of Task Authorization No. 2 with Pegasus Engineering, LLC for grant management services for the FEMA Hazard Mitigation Grant Program (HMGP)

Application for Flood Prone Home Demolition and Reconstruction under Hurricane Ian (DR-4673-FL)

c. Ratification of the Emergency Standard Contract for Services CA8115 with Danus Utilities, Inc. for the emergency repair of a 4-inch sewer lateral located at 5435 Dubois Avenue

d. Approval of a Mitigation Credit Reservation and Purchase Agreement with Miami Alternatives, LLC for the transfer and sell of mitigation credits for the Port Orange Field Operations Facility development project

e. Approval of a Standard Contract for Services to Verdego, LLC for landscaping services for retention ponds

f. Approval to award ITB #23-05 for Officials and Scorekeepers to American Sports Officials, Inc

g. Approval to award ITB #23-01 for Athletic Field Pest Control and Fertilization Services to TruGreen

8. Ratification of actions taken during Hurricane Ian and Nicole

a. Resolution No. 23-21 - Ratification of Emergency Powers Taken During Hurricane Ian, Temporarily Extending the Waiver of Certain Permit Fees, and Temporarily Allowing for the use of Recreational Vehicles (RV)

b. Resolution No. 23-22 - Ratification of Emergency Powers Taken During Hurricane Nicole, Temporarily Extending the Waiver of Certain Permit Fees, and Temporarily Allowing for the use of Recreational Vehicles (RV)

Motion to approve the Consent Agenda Items #6, #7a-f, #8a and #8b as presented was made by Vice Mayor Reed Foley and seconded by Councilman Scott Stiltner. Motion carried unanimously by roll call vote.

Item #7g – Approval to award ITB #23-01 for Athletic Field Pest Control and Fertilization Services to TruGreen.

Motion to approve Item #7g was made by Vice Mayor Reed Foley and seconded by Councilman Scott Stiltner.

Councilman Grubbs commented that he would like bids available on all media streams so local companies are aware.

Motion carried unanimously by roll call vote.

PUBLIC PARTICIPATION (Non-Agenda – 20 minutes)

Kris Cunningham, resident and Chair of the Environmental Advisory Board, spoke about the recent rains and potential flooding areas. She would like more communication with the public, such as through social networking, to get feedback from the public if they are

still experiencing flooding.

Kristin Johansson, with the South Daytona/Port Orange Chamber of Commerce, thanked Council for their continued support and participation in the Youth Civic Leadership Experience two weeks ago. She mentioned that the Port Orange staff had been very supportive and helpful.

Allen Green, former Mayor of Port Orange, talked about the passing of employee Frank Flagg and his life working for the City and around the community. He would like Frank to receive some recognition in the Rec Center for how much work he put into the building.

COUNCIL COMMENTS

9. Comments/Concerns from Council Members

Councilman Scott Stiltner also said a few words about Frank Flagg and how he will be missed. He also touched on Ms. Cunningham's comment about flooding and expressed the many challenges the City faces when trying to prevent future flooding. Despite these challenges, he pointed out how the City is constantly working on improvements and the funding received from Tallahassee for flood mitigation projects. At Councilman Stiltner's request, Tim Burman, Community Development Director, provided an update on the Nova Road & Miles intersection project plan where frequent accidents (some fatal) have occurred. Mr. Burman explained that a project study was done by the Department of Transportation and a traffic light was warranted at the intersection and provided the projected time frame.

Vice Mayor Reed Foley also spoke on the intersection project and agrees this is an important area to focus on improvements. He extended his condolences to Frank Flagg's family. He also briefly discussed the Mayor's golf tournament and thanked all of the participants and the Parks & Recreation staff.

Councilman Drew Bastian noted that the Florida Department of Transportation has begun cleaning up debris and overgrowth in the Nova Canal in South Daytona .

Councilman Tracy Grubbs brought up concerns about blowing grass clippings down drains. He reminded citizens to please blow them back into their yard and to utilize the City's SeeClickFix app for any other issues they see around the City.

Mayor Don Burnette spoke on the stormwater Master Plan that was discussed at the previous Workshop and urged residents to view the meeting on YouTube or attend Coffee with the Mayor. He also mentioned the legislative appropriations that were awarded to the City for improvements.

BOARD APPOINTMENTS, INTERVIEWS, AND REPORTS

10. Citizen Advisory Committee for TPO

Bobby Ball, member of CAC for TPO, provided an update from their recent meeting and will provide an update on the I-95 interchange when available from the Department of Transportation. He stated July's meeting has been canceled.

11. Environmental Advisory Board Appointment (x3)

Motion to re-appoint Kristine Cunningham, John Macaluso and appoint Angelina Rossi to her first term was made by Councilman Scott Stiltner and seconded by Councilman Drew Bastian. Motion carried unanimously by roll call vote.

PUBLIC HEARING

12. First Reading - Ordinance No. 2023-04 - Code of Ordinances Amendment/Chapter 58, Article III - Special Events

Mayor Don Burnette read Ordinance No. 2023-04

ORDINANCE NO. 2023-04

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA AMENDING CHAPTER 58, ARTICLE III OF THE CODE OF ORDINANCES RELATING TO SPECIAL EVENTS; AMENDING SECTION 58-1 TO MAKE MINOR CHANGES TO THE DEFINITION OF MAJOR SPECIAL EVENT; AMENDING SECTION 58-53 TO ALLOW FOR SPECIAL EVENT SALES ASSOCIATED WITH LEGAL HOLIDAYS AND SEASONAL EVENTS AND TO PROVIDE AN INCREASE IN THE AMOUNT OF DAYS FOR A SPECIAL EVENT WITHIN THE RIVERWALK AND DOWN UNDER ENTERTAINMENT DISTRICT REGARDLESS OF PARCEL SIZE; AMENDING SECTION 58-56 TO REMOVE THE BOND REQUIREMENT FOR MAJOR SPECIAL EVENTS; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR SCRIVENER'S ERRORS AND PROVIDING AN EFFECTIVE DATE.

Penelope Cruz, Planning Manager, provided further details of the proposed Ordinance.

Motion to approve Ordinance No. 2023-04 was made by Vice Mayor Reed Foley and seconded by Councilman Scott Stiltner. Motion carried unanimously by roll call vote

13. First Reading - Ordinance No. 2023-05 - Fourth Amendment to the Master Development Agreement for the Woodhaven Planned Unit Development (Case No. PRZA-23-0003)

Mayor Don Burnette read Ordinance No. 2023-05

ORDINANCE NO. 2023-05

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROVING THE FOURTH AMENDMENT TO WOODHAVEN PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY OF; AND PROVIDING AN EFFECTIVE DATE.

Mrs. Cruz provided further details of the proposed Ordinance. Dick Smith with ICI Homes was also present to answer any questions from Council members; however, there were none.

Motion to approve Ordinance No. 2023-05 was made by Vice Mayor Reed Foley and seconded by Councilman Scott Stiltner. Motion carried unanimously by roll call vote.

14. First Reading - Ordinance No. 2023-06 - Second Amendment to the Master Development Agreement for the Southwinds Center Planned Commercial Development (Case No. PRZA-23-0002)

Mayor Don Burnette read Ordinance No. 2023-06

ORDINANCE NO. 2023-06

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROVING THE FOURTH AMENDMENT TO SECOND AMENDMENT TO THE AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT FOR SOUTHWINDS CENTER PLANNED COMMERCIAL DEVELOPMENT; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY OF; AND PROVIDING AN EFFECTIVE DATE.

Mrs. Cruz provided further details of the proposed Ordinance.

Motion to approve Ordinance No. 2023-06 was made by Vice Mayor Reed Foley and seconded by Councilman Scott Stiltner. Motion carried unanimously by roll call vote.

15. Approval of the Development Order Modification for the Final Plat for Phase 2 of the Woodhaven Subdivision (Case No. SUBD-23-0003)

Mrs. Cruz provided further details of the proposed Ordinance.

Motion to approve was made by Vice Mayor Reed Foley and seconded by Councilman Scott Stiltner. Motion carried unanimously by roll call vote.

REGULAR AGENDA

16. First Reading - Ordinance No. 2023-07 - Amendment to Chapter 54, Article IV, Fire & Rescue Pension Fund of the Code of Ordinances

Mayor Don Burnette read Ordinance No. 2023-07

ORDINANCE 2023-07

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 54, ARTICLE IV, FIRE AND RESCUE PENSION FUND, BY AMENDING SECTION 54-77, DEFINITIONS; AMENDING SECTION 54-104, BENEFITS AND CONTRIBUTION FOR MEMBERS HIRED ON OR AFTER DECEMBER 4, 2012; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Matt Jones, City Attorney, provided further details of the proposed Ordinance. Council approved a Memorandum of Understanding in February and now that an impact statement has been completed by the actuary and noticed by the State, we can move forward with codification of our City Code of Ordinances.

Motion to approve Ordinance No. 2023-07 was made by Vice Mayor Reed Foley and seconded by Councilman Scott Stiltner. Motion carried unanimously by

roll call vote.

ADDITIONAL ITEMS

17. City Attorney

There was nothing further.

a. City Attorney Annual Evaluation

Council provided the City Attorney with feedback based on the past year's performance. Council discussed a change in compensation. Councilman Drew Bastian suggested a 7.5% increase for a total annual compensation of \$160,000.00 effective October 1, 2023.

Motion to approve a 7.5% annual increase, for a total annual compensation of \$160,000.00, for the City Attorney, effective October 1, 2023, was made by Councilman Drew Bastian and seconded by Councilman Scott Stiltner. Motion carried 4-1 by roll call vote with Councilman Tracy Grubbs voting no.

18. City Manager

Wayne Clark, City Manager, spoke further on the legislative appropriations awarded to the City, which totaled 3.5 million dollars, and thanked Senator Tom Wright, Representative Chase Tramont, Lobbyist Sean Pittman and Assistant City Manager Robin Fenwick. He also spoke in detail about stormwater maintenance crew members being active in the neighborhoods to explain the pipe and drainage systems to residents.

a. Designation of Voting Delegate for Florida League of Cities Conference

Motion to appoint Mayor Don Burnette as the voting delegate for the Florida League of Cities Conference was made by Councilman Scott Stiltner and seconded by Vice Mayor Reed Foley. Motion carried unanimously by voice vote.

COUNCIL COMMITTEE REPORTS

19. City Council Committee Reports

a. First Step Shelter - Mayor Don Burnette

Mayor Don Burnette provided details from their recent meeting.

b. Port Orange/South Daytona Chamber of Commerce - Mayor Don Burnette

Mayor Don Burnette introduced Barbara Ann Heegan, President and CEO of the Port Orange/South Daytona Chamber of Commerce, to provide details on upcoming events.

ADJOURNMENT – 7:58 p.m.

Attest:

Mayor Donald O. Burnette

Robin Fenwick, MMC
City Clerk



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 7/18/2023

SUBJECT: (C8a) Approval of Task Authorization No. 1 with Insituform Technologies LLC for the FY23 Cured in Place Pipe lining (CIPP) Project for Ravenwood/Foxboro/Deep Forest Subdivisions

DEPARTMENT: Engineering

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Task Authorization No. 1 with Insituform Technologies LLC for the FY23 Cured in Place Pipe lining (CIPP) Project for Ravenwood/Foxboro/Deep Forest Subdivisions.

SUMMARY: The Engineering Department is requesting approval of Task Authorization No. 1 under Piggyback Agreement CA8077 in the amount of \$588,048.80 for the lining of the sanitary sewer lines in the Ravenwood / Foxboro / Deep Forest Subdivisions as part of the FY23 Cured-in-place pipe (CIPP) Project.

CIPP is a jointless pipe within a pipe that rehabilitates pipelines and reduces the infiltration of water entering the sewer collection system. In addition to reducing infiltration into the sewer pipes, CIPP restores the structural integrity to the damaged pipes. The other main benefit of CIPP is affordability, as CIPP is much less expensive than conventional methods of sewer repairs.

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

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

This extra water due to I&I leads to higher operating costs at the wastewater treatment plant. During the rainy season, the wastewater plant flows will increase over 3 million gallons per day over normal flow rates due to I&I. I&I increases lift station energy costs, and an increased potential of sanitary sewer overflows due to the increased volume of

water in the system. The first step in reducing I&I is conducting a thorough review of the collection system and identifying the major I&I areas.

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

On April 18, 2023, Council approved Resolution 23-16 Florida Department of Environmental Protection (FDEP) Grant Agreement LPA0368. The FDEP Grant is for the amount of \$750,000 and was from the State Legislature appropriations during the 2022 session. These funds will be used for this task authorization.

Task Authorization No. 1 will have a final completion date 365 days from the Notice to Proceed (NTP). Per City Policy, this item will require a Payment & Performance Bond (P&P).

PRESENTER: Junos Reed

ATTACHMENTS:

1.	Insituform Task Authorization No 1 - FY23 CIPP Ravenwood, Foxboro, and Deep Forest Subdivisions	Insituform Task Authorization No 1 - FY23 CIPP Ravenwood, Foxboro, and Deep Forest Subdivisions.pdf
2.	Proposal - City of Port Orange FY23 Sanitary CIPP Lining Project	Proposal - City of Port Orange FY23 Sanitary CIPP Lining Project.pdf
3.	COI - CITY OF PORT ORANGE Piggyback CCUA Agreement (1)	COI - CITY OF PORT ORANGE Piggyback CCUA Agreement (1).pdf
4.	Insituform PB Agreement CA8077	Insituform PB Agreement CA8077.pdf

Julia Wiggins	Created/Initiated - 6/1/2023
Richard Colby	Approved - 6/1/2023
Junos Reed	Approved - 6/5/2023
Steve Parnell	Approved - 6/5/2023
John McKinney	Approved - 6/7/2023
Matthew Jones	Approved - 6/30/2023
Wayne Clark	Approved - 7/6/2023
Tracee Cody	Final Approval - 7/6/2023

TASK AUTHORIZATION NO. 1
Piggyback Agreement dated April 17, 2023
Between the City of Port Orange, Florida and Insituform Technologies LLC

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **INSITUFORM TECHNOLOGIES, LLC**, a foreign limited liability company with its principal place of business at 580 Goddard Ave., Chesterfield, MO 63005 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Piggyback Agreement dated April 17, 2023 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 **FY23 CIPP Project for Ravenwood / Foxboro / Deep Forest**, and as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "1."
3. Contractor shall complete the services to be provided herein within 365 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 "1" attached hereto and made a part hereof for all purposes, subject to a limit not to exceed **\$588,048.80**. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.
5. Contractor shall provide a 100% Combination Payment and Performance Bond in accordance with Florida Statutes Section 255.05, including the Front Page and Certificate for Filing in Public Records, in a form substantially similar to the forms attached hereto as Task Authorization Exhibit "2," and acceptable to the Port Orange City Attorney, and recorded with the Clerk of Volusia County at Contractor's expense. A separate bond shall be provided from the Surety which identifies and covers the scope of work for the project stated in this Task Authorization along with all other provisions of this Task Authorization with the penal sum of such bond being not less than the contract sum described in this Task Authorization. If any surety bond furnished in connection with this Task Authorization becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Task Authorization No. 1.
6. This Task Authorization may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Task Authorization.

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

Witnesses:

INSITUFORM TECHNOLOGIES, LLC

Printed Name: _____ By: _____
Diane Partridge, Contracting and Attesting Officer

Printed Name: _____ Date: _____

CITY OF PORT ORANGE

By: _____
Donald O. Burnette, Mayor

Date: _____

ATTEST:

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

Date: _____

TASK AUTHORIZATION NO 1

EXHIBIT "1"

PROPOSAL consisting of 6 Pages

INSITUFORM TECHNOLOGIES, LLC

FY23 CIPP PROJECT
RAVENWOOD / FOXBORO / DEEP
FOREST SUBDIVISIONS



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

Dave Raymond
Commercial Manager

Insituform Technologies, LLC is a subsidiary of Aegion Corporation

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

5-23-23

Dick Colby
Construction Manager
Engineering Department
City of Port Orange
1395 Dunlawton Avenue
Port Orange, FL 32129
rcolby@port-orange.org

**Re: Cost Proposal – City of Port Orange - FY2023
Task Authorization #1
Ravenwood/Foxboro/Deep Forrest Subdivision CIPP Project**

Dick,

Insituform Technologies, LLC, ("ITLLC") is pleased to provide the following proposal to the **City of Port Orange**, hereinafter referred to as "Customer", for the scope of work detailed below for the above-referenced Project. This proposal is based off the Clay County Utility Authority Contract No. 18/19-A7 Part C Cured-in-Place Continuing Services Contract.

PROPOSAL PRICING

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

Bid Item per Docs	Description	Measure	Quantity	Bid Price	Total
A.1.c.	Sanitary Sewer Line Clean and Inspection Light Cleaning 8" diameter	LF	20,663	\$1.95	\$40,292.85
A.3.c.	Root Removal	LF	2,500	\$8.90	\$22,250.00
A.4.b.	TV Pipe Inspection	LF	20,663	\$0.95	\$19,629.85
B.1.b.1.	Sanitary Sewer Rehabilitation Sanitary Sewer Lining 8" diameter 6.0 mm nominal thickness	LF	14,096	\$30.00	\$422,880.00
B.3.e.	Lateral Cutout & Polish	EA	230	\$175.00	\$40,250.00
C.c.	Maintenance of Traffic Traffic Control-MOT Index 601 or 602 (per week)	LS	5	\$2,027.20	\$10,136.00
C.d.	Maintenance of Traffic Traffic Control-MOT Index	LS	2	\$7,259.90	\$14,519.80

	603 or higher (per week)				
D.a.	Administration Emergency Response Mobilization	EA	2	\$4,700.00	\$9,400.00
E.a.	Bonds Contract Performance and Payment	%		1.5%	\$8,690.30
	TOTAL				\$588,048.80

INSITUFORM SCOPE OF WORK / RESPONSIBILITIES

ITLLC will provide the following:

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

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

ASSUMPTIONS AND QUALIFICATIONS

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

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

EXCLUSIONS:

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

1. Permits, licenses and construction easements.
2. Manual operation of any pumping and/or metering stations.
3. Environmental/erosion controls (i.e., hay bales, silt fence etc.) that may be required adjacent to manholes, access points and/or water supply hose.

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

GENERAL TERMS AND CONDITIONS:

ITLLC's Proposal is conditioned and shall adhere to the General Terms and Conditions written in the Clay County Utility Authority Contract No. 18/19-A7 Part C Cured-in-Place Continuing Services Contract.

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

Please do not hesitate to contact me with any further questions.

Very truly yours,

Insituform Technologies, LLC.

Dave Raymond

Dave Raymond
Business Development Manager

Accepted By: See Task Authorization No. 1 Page 3
(signed)

(print name)

Date: _____

Title: _____

CLAY

LINED

35 LF

512 LF

TOTAL LF - 1,588 LF

290 LF

280 LF

398 LF

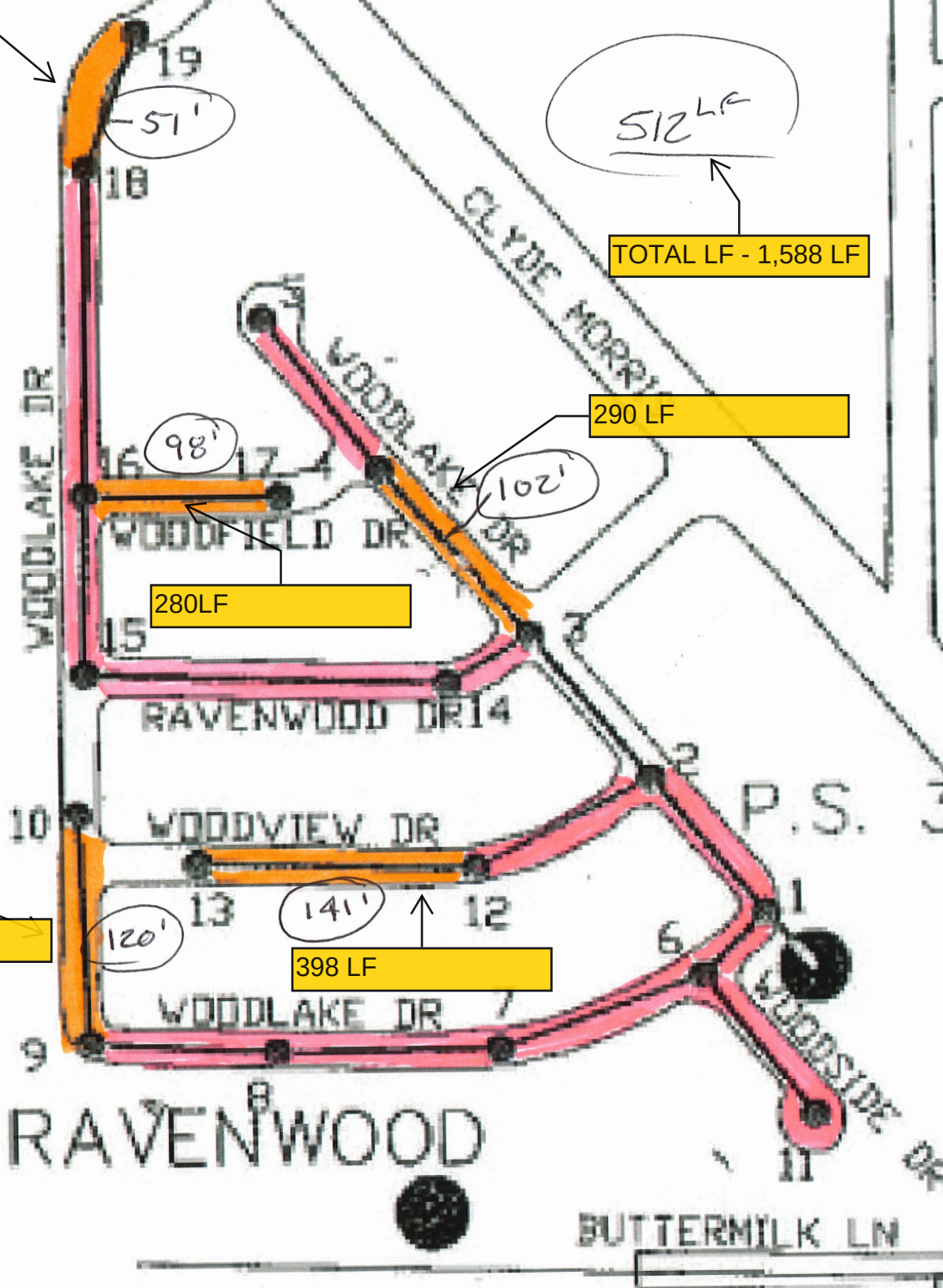
51'

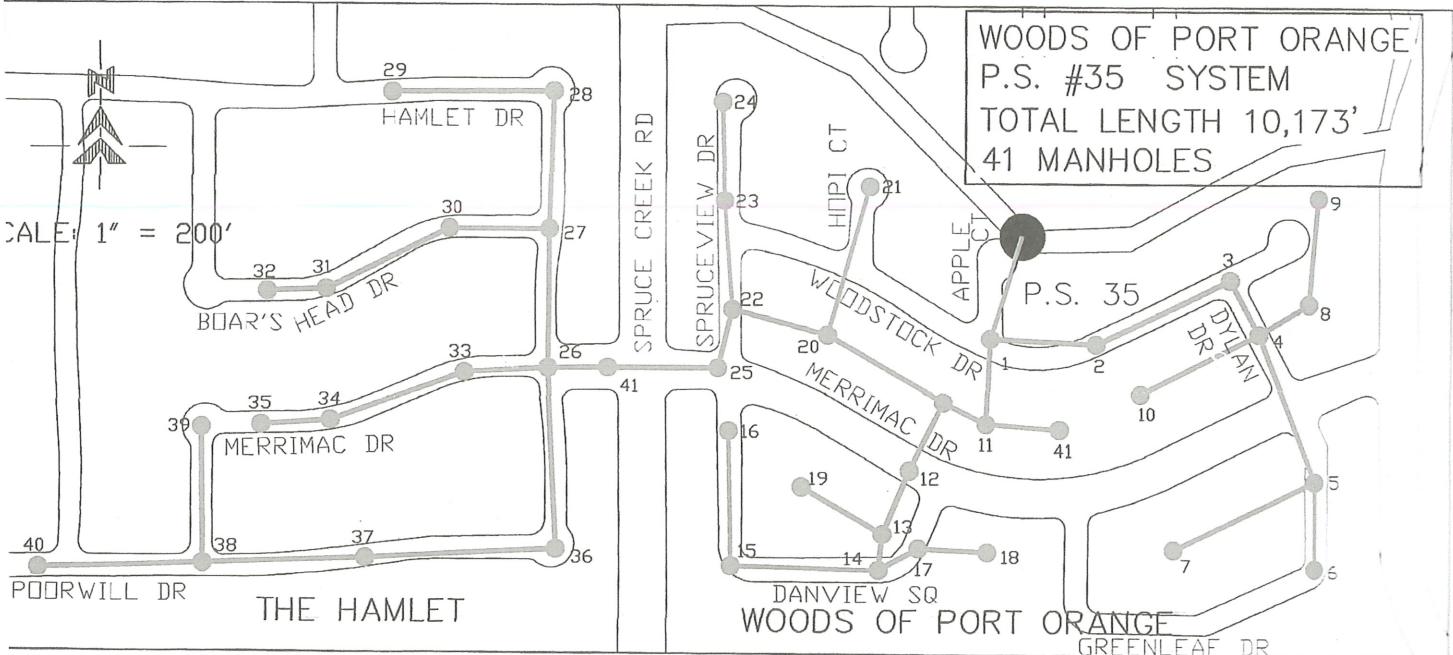
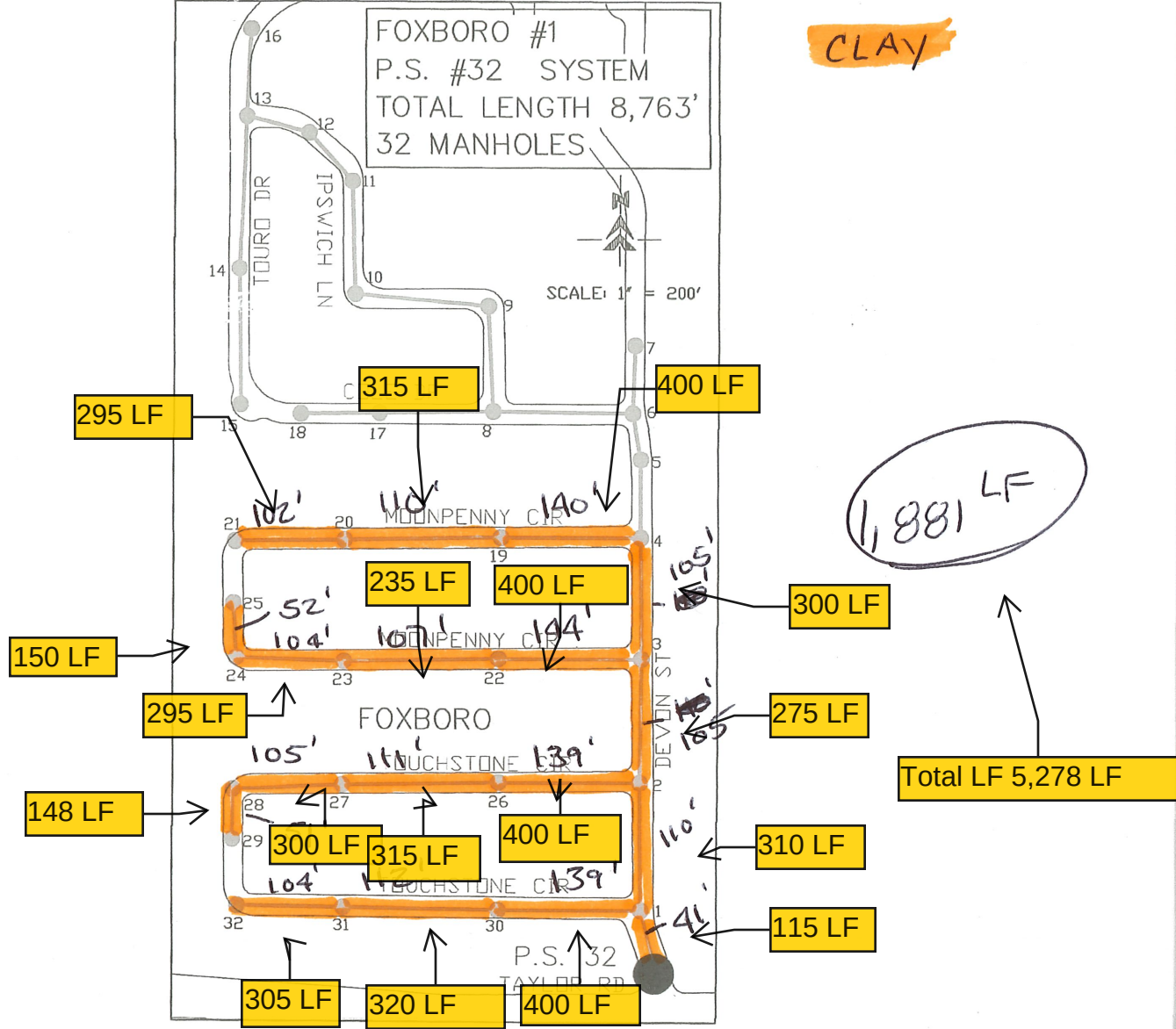
98'

102'

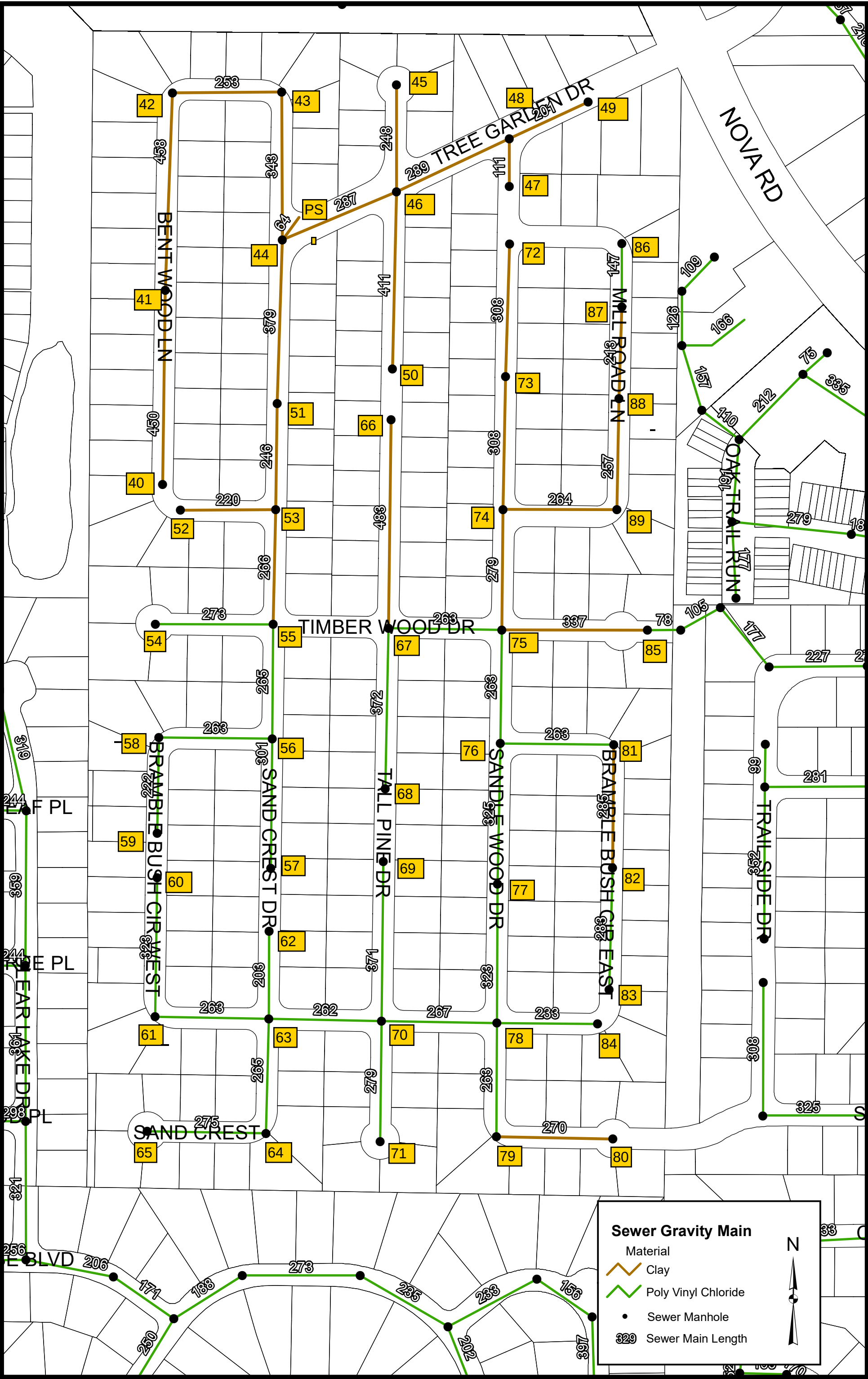
120'

141'





MANHOLE MAPPING 2004	COUNTRYSIDE/ FOXBORO WOODS OF PORT ORANGE PUMP STATIONS #32 #46 #35	RICHARD W. FERNANDEZ, P.E. 14722 MARK A. HAMPTON, P.E. 27391 BRADLEY T. BLAIS, P.E. 47130 DAVID A. KING, P.E. 50609 ANDREW M. GIANNINI, P.E. 45601	DESIGNED	---	DATE	---	SCALE AS SHOWN	SHEET NO. 18 OF 37
			DRAWN	---	DATE	---		
			CHECKED	---	DATE	---		
			APPROVED	---	DATE	---		



TASK AUTHORIZATION NO 1

EXHIBIT "2"
PAYMENT AND PERFORMANCE BOND

Consisting of 3 Pages

INSITUFORM TECHNOLOGIES, LLC

FY23 CIPP PROJECT
RAVENWOOD / FOXBORO / DEEP
FOREST SUBDIVISIONS

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

PAYMENT AND PERFORMANCE BOND

(Public Works)

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

BOND NO. _____

PRINCIPAL:

Developer or Contractor: **INSITUFORM TECHNOLOGIES, LLC**
Principal Business Address: 580 Goddard Ave.
Chesterfield, MO 63005
Contact Person: Burt Keating, President and Chief Operating Officer
Phone Number: (904) 465-3267

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: \$588,048.80

City Case/Project No. URH001 Task Authorization No. 1

Description of Work: FY 2023 CIPP Ravenwood, Foxboro, and Deep Forest Subdivisions

Project Location: Port Orange, Volusia County, Florida

Legal Description: Various locations in and around the City of Port Orange, Volusia County, Florida, and as further provided in Exhibit "1" of Task Authorization No. 1

Front Page

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

INSITUFORM TECHNOLOGIES, LLC

CITY OF PORT ORANGE PIGGYBACK OF:

CLAY COUNTY UTILITY AUTHORITY BID NO. 18/19-A7-PART C – CIPP SANITARY SEWER LINING SYSTEM

Bond No. _____

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

per Section 255.05, Florida Statutes

Guaranty for Construction of Public Improvements

BY THIS BOND, We, **INSITUFORM TECHNOLOGIES, LLC** as Principal, and **INSITUFORM TECHNOLOGIES, LLC**, 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 Eighty-Eight Thousand Forty-Eight AND 80/100 DOLLARS (\$588,048.80)**, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain Piggyback Agreement for Services having an effective date of April 17, 2023, and more particularly the terms of Task Authorization No. 1 having an effective date of _____, 2023, entered into by and between the Principal and the City, for FY23 CIPP Ravenwood, Foxboro, and Deep Forest Subdivisions, 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 shall be deemed an original, this _____, day of _____, 2023.

Attest:

INSITUFORM TECHNOLOGIES, LLC.
(Name of Principal)

(As to Corporate Principal) Secretary

By: _____
Burt Keating, President and Chief Operating Officer

(Witness to Principal)

(Corporate Seal)

(Surety)

(Witness to Surety)

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

(Corporate Seal)

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

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



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

Dave Raymond
Commercial Manager

Insituform Technologies, LLC is a subsidiary of Aegion Corporation

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

5-23-23

Dick Colby
Construction Manager
Engineering Department
City of Port Orange
1395 Dunlawton Avenue
Port Orange, FL 32129
rcolby@port-orange.org

**Re: Cost Proposal – City of Port Orange - FY2023
Task Authorization #1
Ravenwood/Foxboro/Deep Forrest Subdivision CIPP Project**

Dick,

Insituform Technologies, LLC, ("ITLLC") is pleased to provide the following proposal to the **City of Port Orange**, hereinafter referred to as "Customer", for the scope of work detailed below for the above-referenced Project. This proposal is based off the Clay County Utility Authority Contract No. 18/19-A7 Part C Cured-in-Place Continuing Services Contract.

PROPOSAL PRICING

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

Bid Item per Docs	Description	Measure	Quantity	Bid Price	Total
A.1.c.	Sanitary Sewer Line Clean and Inspection Light Cleaning 8" diameter	LF	20,663	\$1.95	\$40,292.85
A.3.c.	Root Removal	LF	2,500	\$8.90	\$22,250.00
A.4.b.	TV Pipe Inspection	LF	20,663	\$0.95	\$19,629.85
B.1.b.1.	Sanitary Sewer Rehabilitation Sanitary Sewer Lining 8" diameter 6.0 mm nominal thickness	LF	14,096	\$30.00	\$422,880.00
B.3.e.	Lateral Cutout & Polish	EA	230	\$175.00	\$40,250.00
C.c.	Maintenance of Traffic Traffic Control-MOT Index 601 or 602 (per week)	LS	5	\$2,027.20	\$10,136.00
C.d.	Maintenance of Traffic Traffic Control-MOT Index	LS	2	\$7,259.90	\$14,519.80

	603 or higher (per week)				
D.a.	Administration Emergency Response Mobilization	EA	2	\$4,700.00	\$9,400.00
E.a.	Bonds Contract Performance and Payment	%		1.5%	\$8,690.30
	TOTAL				\$588,048.80

INSITUFORM SCOPE OF WORK / RESPONSIBILITIES

ITLLC will provide the following:

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

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

ASSUMPTIONS AND QUALIFICATIONS

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

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

EXCLUSIONS:

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

1. Permits, licenses and construction easements.
2. Manual operation of any pumping and/or metering stations.
3. Environmental/erosion controls (i.e., hay bales, silt fence etc.) that may be required adjacent to manholes, access points and/or water supply hose.

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

GENERAL TERMS AND CONDITIONS:

ITLLC's Proposal is conditioned and shall adhere to the General Terms and Conditions written in the Clay County Utility Authority Contract No. 18/19-A7 Part C Cured-in-Place Continuing Services Contract.

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

Please do not hesitate to contact me with any further questions.

Very truly yours,

Insituform Technologies, LLC.

Dave Raymond

Dave Raymond
Business Development Manager

Accepted By: _____
(signed)

(print name)

Date: _____

Title: _____

CLAY

LINED

85 LF

19

51'

18

512 LF

TOTAL LF - 1,588 LF

WOODLAKE DR

98'

290 LF

WOODFIELD DR

102'

280 LF

15

RAVENWOOD DR

10

WOODVIEW DR

P.S. 30

120'

13

141'

12

398 LF

WOODLAKE DR

9

RAVENWOOD

BUTTERMILK LN

6

2

3

14

17

16

1

11

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

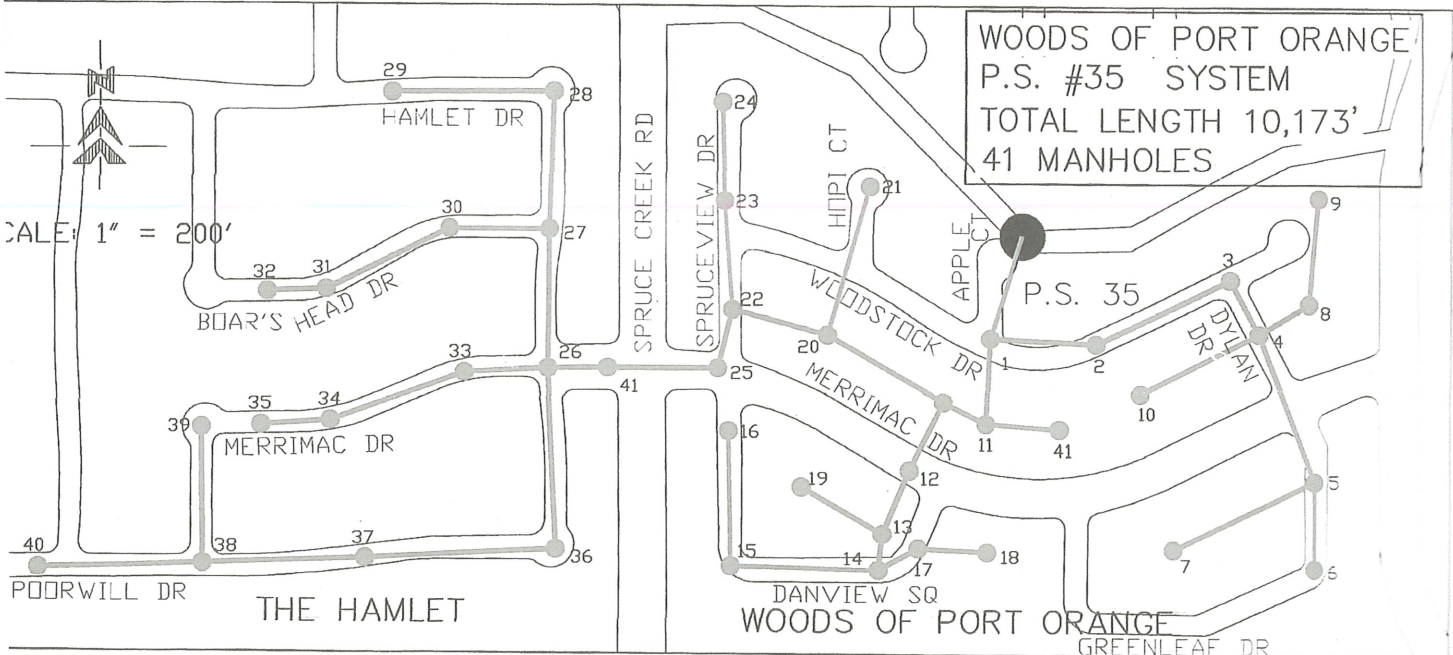
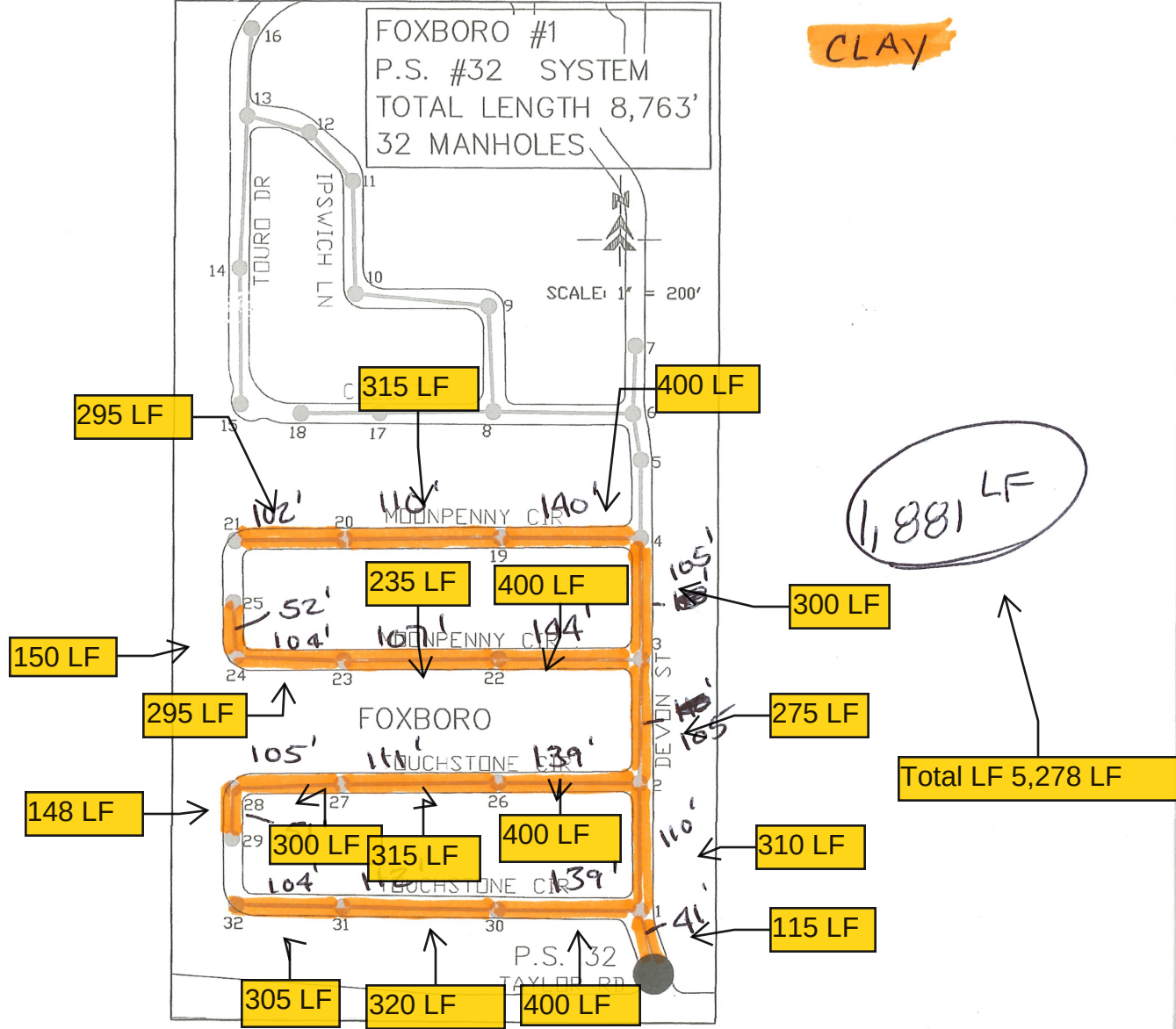
1

1

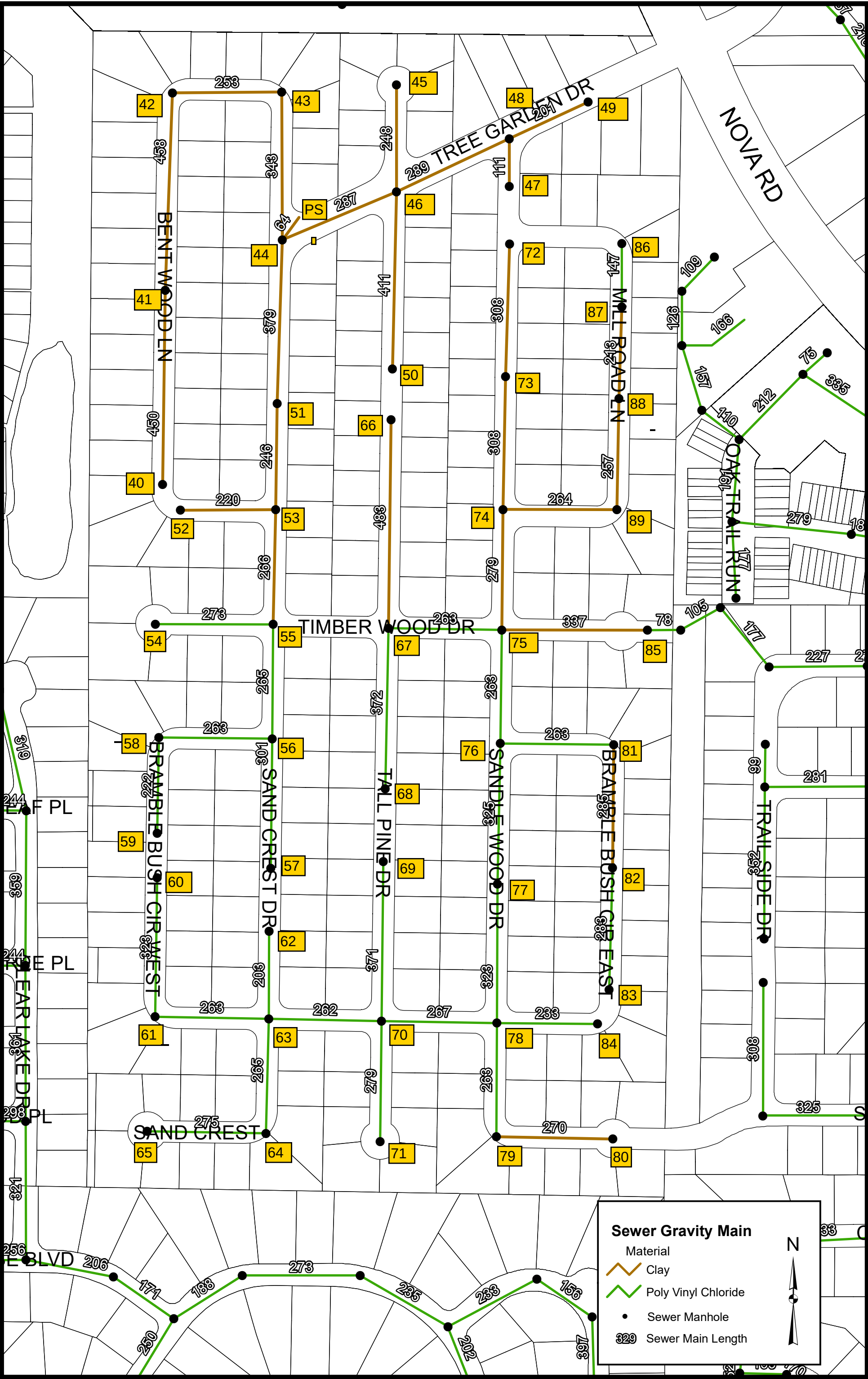
1

1

1



MANHOLE MAPPING 2004	COUNTRYSIDE/ FOXBORO WOODS OF PORT ORANGE PUMP STATIONS #32 #46 #35	RICHARD W. FERNANDEZ, P.E. 14722 MARK A. HAMPTON, P.E. 27391 BRADLEY T. BLAIS, P.E. 47130 DAVID A. KING, P.E. 50609 ANDREW M. GIANNINI, P.E. 45601	DESIGNED	--	DATE	--	SCALE AS SHOWN	SHEET NO. 18 OF 37
			DRAWN	--	DATE	--		
			CHECKED	--	DATE	--		
			APPROVED	--	DATE	--		





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/1/2023

4/11/2023

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

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

PRODUCER Lockton Companies Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):
INSURED 1348057 Insituform Technologies, LLC 580 Goddard Avenue Chesterfield MO 63005	INSURER(S) AFFORDING COVERAGE INSURER A: XL Insurance America, Inc. NAIC # 24554 INSURER B: ACE American Insurance Company 22667 INSURER C: Starr Indemnity & Liability Company 38318 INSURER D: ACE Fire Underwriters Insurance Company 20702 INSURER E: AGCS Marine Insurance Company 22837 INSURER F:

COVERAGES INSTE02 **CERTIFICATE NUMBER:** 19493650 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Independt Contractor ☒ XCU GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:	Y	Y	CGD300084907 BROAD FORM PD/CONTRACTUAL	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	Y	Y	ISA H25569878	7/1/2022	7/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	Y	Y	1000095154221	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
B D D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y N/A	WLR C68917293 (AOS) WLR C68917335 (NJ) (EXCLUDING MONOPOLISTIC)	7/1/2022 7/1/2022	7/1/2023 7/1/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	INSTALLATION FLOATER	Y	Y	MXI93050922	7/1/2022	7/1/2023	SEE ATTACHED LIMITS DEDUCTIBLES: VARIOUS PER POLICY SCHEDULE

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

RE: Piggyback Agreement - Sewer, Wetwell and Manhole Rehabilitation Services Continuing Contract, CCUA (Clay County Utility Authority) Bid No. 18/19-A7 - Part C - CIPP Sanitary Sewer Lining System. SEE PAGE 2.

CERTIFICATE HOLDER**CANCELLATION** See Attachments

19493650
CITY OF PORT ORANGE
1000 City Center Circle
Port Orange FL 32129

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

City of Port Orange is additional insured under General Liability, Automobile Liability, and Excess Liability on a primary and non-contributory basis where required by written contract executed prior to loss, but only with respect to liability arising out of the Named Insured's operations. City of Port Orange is additional insured under General Liability as required by written contract and loss payee which has a financial interest under Installation Floater. Waiver of Subrogation applies under General Liability, Automobile Liability, Workers' Compensation, Excess Liability, Installation Floater if required by written contract, executed prior to loss, and where permissible by law.

Installation Floater, No Co-Insurance, Replacement Cost, Special Perils Form including Flood & EQ

Limits:

\$10,000,000 any one installation site

\$10,000,000 any one loss, disaster, or casualty

Sublimits (including but not limited to:)

\$1,000,000 In Transit

\$1,000,000 Temporary Storage

\$1,000,000 Soft Costs (Delay of Use)/\$1,000,000 Aggregate

\$2,000,000 Rigging (\$500,000 temporary storage/\$500,000 transit)



CITY OF PORT ORANGE
1000 City Center Circle
Port Orange FL 32129

IMPORTANT NOTICE

To whom it may concern:

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

To ensure future renewals of this certificate, we need your email address. Please contact us via one of the methods below, referencing Certificate ID 19493650

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

If we do not receive your email address via one of the above methods prior to the client's next renewal, we will assume you no longer need the certificate.

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

The above inbox is for collecting email addresses for renewal electronic certificate delivery ONLY. You will not receive a response from this inbox.

Thank you for your cooperation.

Lockton Companies

ENDORSEMENT #

This endorsement, effective 12:01 a.m., 7/1/2022, forms a part of
Policy No. CGD300084907 issued to AEGION CORPORATION
By XL Insurance America, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

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

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

All other terms and conditions of the Policy remain unchanged.

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

Named Insured Aegion Corporation			
Policy Symbol ISA	Policy Number ISA H25569878	Policy Period 7/1/2022 TO 7/1/2023	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

All other terms and conditions of this Policy remain unchanged.

Authorized Representative



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Notice of Cancellation or Nonrenewal to Designated Additional Insured

Policy Number: 1000095154221

Effective Date: 7/1/2022 at 12:01 A.M.

Named Insured: Aegion Corporation

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY POLICY FORM

ADDITIONAL ENTITY RECEIVING NOTICE OF CANCELLATION OR NONRENEWAL

NAME:	Where Required By Written Contract
ADDRESS:	Where Required By Written Contract
CANCELLATION:	Number of Days Notice: 30
WHEN WE DO NOT RENEW (Nonrenewal):	Number of Days Notice: 30

The following is added to the Cancellation Condition, When We Do Not Renew Condition or as amended by an applicable state cancellation/nonrenewal endorsement:

If we cancel or do not renew the Named Insured's policy for any statutorily permitted reason, other than nonpayment of premium, we will mail written notice of such cancellation or nonrenewal to the additional person or organization designated in the Schedule above. The Number of Days Notice indicated in the Schedule above is the minimum number of days we will mail notice to the person or organization designated above before the effective date of such cancellation or nonrenewal

All other terms and conditions of this Policy remain unchanged.

Signed for the Company as of the Effective Date above:


Steve Blakey, President


Nehemiah E. Ginsburg, General Counsel

Workers' Compensation and Employers' Liability Policy

Named Insured AEGION CORPORATION 580 GODDARD AVENUE CHESTERFIELD MO	Endorsement Number Policy Number Symbol: WLR Number: WLR C68917293 (AOS)
Policy Period 7/1/2022 TO 7/1/2023	Effective Date of Endorsement 7/1/2022
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

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

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

All other terms and conditions of this Policy remain unchanged.

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



 Authorized Representative



Allianz Global Corporate & Specialty®

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY-NOTICE OF CANCELLATION OR NONRENEWAL ENDORSEMENT

Commercial Inland Marine

Insured	AEGION CORPORATION AS PER ENDORSEMENT 001	Policy Number MXI93050922
Producer	LOCKTON COMPANIES, LLC	Effective Date 7/1/2022

SCHEDULE

Name And Address of Designated Entity	Number of Days Notice
Per Latest Schedule On File with this Company	60
Bank of America, N.A., as administrative Agent, I.S.A.O.A, A.T.I.M.A. Mail Code TX1-492-14-06, MAC Legal 901 Main Street, 14th Floor; Dallas, TX 75202	60
Endorsement 001 - Named Insured Schedule	120

[] Refer to Designated Entity Notice of Cancellation or Nonrenewal Schedule for additional designated entities.

A. Notice of Cancellation

When we mail Notice of Cancellation to the first Named Insured for any reason, we will mail or deliver a copy of the Notice of Cancellation to the Designated Entity shown in the Schedule above in accordance with policy provisions unless otherwise indicated above.

B. Notice of Nonrenewal

When we mail Notice of Nonrenewal to the first Named Insured for any reason, we will mail or deliver a copy of the Notice of Nonrenewal to the Designated Entity shown in the Schedule above in accordance with policy provisions unless otherwise indicated above.

C. Earlier Notice of Cancellation/Nonrenewal For Reasons Other Than Nonpayment Of Premium

If a number is entered under the Number Of Days Notice shown in the Schedule above for a

Designated Entity, and that number is greater than the required number of days notice for cancellation or nonrenewal for any reason other than nonpayment of premium according to policy provisions, we will mail a copy of the cancellation or nonrenewal notice to that Designated Entity by at least the Number of Days Notice shown in the Schedule prior to the effective date of such cancellation or nonrenewal.

D. Intent to Notify

We will provide a copy of the notification of cancellation or nonrenewal for informational purposes only to the entities designated in this endorsement. Our failure to provide a copy of the notice of cancellation or notice of nonrenewal to a Designated Entity shown in the Schedule above will not extend the policy cancellation date or nonrenewal date, nor negate the cancellation or nonrenewal of the policy.

All other terms of this policy remain unchanged.

POLICY NUMBER: CGD300084907

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT TO INCLUDE AS AN ADDITIONAL INSURED PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS SUBSEQUENT TO THE EXECUTION OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT, INCLUDING INDEMNIFICATION AGREEMENTS.	VARIOUS AS REQUIRED PER WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to

Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: CGD300084907

COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT TO INCLUDE AS AN ADDITIONAL INSURED PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS SUBSEQUENT TO THE EXECUTION OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT, INCLUDING INDEMNIFICATION AGREEMENTS.	VARIOUS AS REQUIRED PER THE WRITTEN CONTRACT.
Information required to complete this Schedule, if not shown above, will be shown in the	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., 7/1/2022, forms a part of

Policy No. CGD300084907 issued to AEGION CORPORATION

By XL Insurance America, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY INSURANCE CLAUSE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE
PART

It is agreed that to the extent that insurance is afforded to any Additional Insured under this policy, this insurance shall apply as primary and not contributing with any insurance carried by such Additional Insured, as required by written contract.

All other terms and conditions of this policy remain unchanged.

AUTOMATIC ADDITIONAL INSURED ENDORSEMENT

Named insured Aegion Corporation			
Policy Symbol ISA	Policy Number ISA H25569878	Policy Period 7/1/2022 TO 7/1/2023	Effective Date of Endorsement 7/1/2022
Issued By (Name of Insurance Company) ACE American Insurance Company			

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

SECTION II - LIABILITY COVERAGE, WHO IS AN INSURED is amended to include as an "insured" any person or organization you are required in a written contract or agreement to name as an Additional Insured on your policy but only for "bodily injury" or "property damage" to which this insurance applies if the "accident" is caused by:

1. You, while using a covered "auto" or
2. Any other person, while using a covered "auto" with your permission.

The insurance provided by this endorsement shall be subject to the following additional condition:

1. The Limit of Insurance provided for the Additional insured shall not be greater than those required by contract and, In no event, shall the policy Limits of Insurance be increased by the contract.
2. All insuring agreements, exclusions, terms and conditions of the policy shall apply to the coverage (s) provided to the Additional Insured, and such coverage shall not be enlarged or expanded by reason of the contract.
3. Coverage provided by this endorsement shall be excess over any other valid and collectible insurance available to the Additional Insured (s) whether primary, excess, contingent or on any other basis unless the contract specifically requires that this insurance be primary or you request that it apply on a primary basis prior to loss.

NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSURED

Named Insured Aegion Corporation			Endorsement Number
Policy Symbol ISA	Policy Number ISA H25569878	Policy Period 7/1/2022 TO 7/1/2023	Effective Date of Endorsement 7/1/2022
issued By (Name of Insurance Company) ACE American Insurance Company			

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**BUSINESS AUTO COVERAGE FORM****MOTOR CARRIER COVERAGE FORM****AUTO DEALERS COVERAGE FORM**ScheduleOrganizationAdditional Insured Endorsement

Any additional insured with whom you have agreed to provide such non-contributory insurance, pursuant to and as required under a written contract executed prior to the date of loss.

(if no information is filled in, the schedule shall read: "All persons or entities added as additional insureds through an endorsement with the term "Additional Insured" in the title)

For organizations that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to the Other Insurance Condition under General Conditions:

If other insurance is available to an insured we cover under any of the endorsements listed or described above (the "Additional Insured") for a loss we cover under this policy, this insurance will apply to such loss on a primary basis and we will not seek contribution from the other insurance available to the Additional Insured.



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Other Insurance – Primary and Noncontributory for Additional Insured

Policy Number: 1000095154221

Effective Date: 07/01/2022 at 12:01
A.M.

Named Insured: AEGION CORPORATION

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY POLICY FORM

- A. Sub-paragraph 3. of item I. Other Insurance under SECTION IV. CONDITIONS is replaced with the following:
3. Insurance held by a person(s) or organizations(s) qualifying as an additional insured in "Underlying Insurance", but only when the written contract or agreement between you and the additional insured:
- a. Requires a specific limit of insurance than is in excess of the Underlying Limits of Insurance;
 - b. Requires that your insurance be primary and not contribute with that of the additional insured; and
 - c. Executed prior to the loss.

In such case as described in sub-paragraph 3. above, we shall not seek contribution from the additional insured's primary or excess insurance for which they are a named insured for amounts payable under this insurance.

All other terms, definitions, conditions and exclusions of this policy remain unchanged.

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

Class



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

Signed for the Company as of the Effective Date above:


Steve Blakey, President


Nehemiah E. Ginsburg, General Counsel



Allianz Global Corporate & Specialty®

Installation Floater Plus Endorsement

Commercial Inland Marine

Insured	AEGION CORPORATION AS PER ENDORSEMENT 001	Policy Number	MXI93050922
Producer	LOCKTON COMPANIES, LLC	Effective Date	7/1/2022

Insurance is provided only for which a Limit of Insurance is shown in these declarations and the most we will pay for loss or damage in any one occurrence is the applicable Limit of Insurance shown in these Declarations.

We will not pay for loss or damage in any one occurrence until the amount of the adjusted loss or damage before applying the applicable Limit of Insurance exceeds the Deductible shown in the Declarations. We will then pay the amount of the adjusted loss or damage in excess of the Deductible, up to the applicable Limit of Insurance.

<u>Coverage Description Schedule</u>	<u>Limit of Insurance</u>	<u>Deductible</u>
Water	\$ <u>20,000,000</u>	\$ <u>As per Endorsement 002</u>
Earthquake	\$ <u>20,000,000</u>	\$ <u>As per Endorsement 002</u>
Existing Building	\$ <u>Not Covered</u>	\$ <u>Not Applicable</u>
Expediting Expenses	\$ <u>500,000</u>	\$ <u>10,000</u>
Testing/Mechanical Breakdown	\$ <u>250,000</u>	\$ <u>50,000; Except \$10,000</u> <u>Foreign/International Territory</u>
Customers Loss of Use	\$ <u>Not Covered</u>	\$ <u>Not Applicable</u> or <u> </u> hours waiting period

<u>Additional Endorsements</u>	<u>Applicable</u>	<u>Not Applicable</u>
Protective Safeguards	☐	☒
Blanket Additional Insured/Loss Payee	☒	☐
Unintentional Errors or Omissions	☒	☐

Water:

Exclusion f. Water under B.1. Exclusions is deleted. All water occurrences that occur within any seventy two (72) hour period will constitute a single occurrence. The expiration of this policy will not reduce the seventy two (72) hour period.

Earthquake:

IF 4815 01 10

© 2010, AGCS Marine Insurance Company, Chicago, IL. All rights reserved.

Page 1 of 3

We cover your liability as a rigger for loss your customers actually sustain due to loss of income or extra expense resulting from a covered cause of loss under this policy to their property while such property is in your custody or control, in the ordinary course of rigging. This applies only to covered property under this policy.

The most we will pay in any one loss, disaster or casualty, regardless of the number of customers involved, is the Limit of Insurance stated in the Declarations.

We will not pay for loss of income during the Waiting Period indicated in the above Declarations. We will pay only that part of such loss that develops after the end of the Waiting Period, up to the applicable Limit of Insurance.

Additional Endorsements:

Protective Safeguards

Schedule

Loc.	Watchman	Alarm System	Other
------	----------	--------------	-------

The protective safeguards indicated in the Schedule applicable to this Endorsement Part must be maintained in full working order at the locations specified. If they are not, we have no duty to pay you for a loss that the protective safeguard was intended to prevent or reduce. If any specified protective safeguard is not functional you must notify us immediately so that we may endorse the policy. Even if you report that a protective safeguard is not functional, we have the right not to continue coverage.

Blanket Additional Insured/Loss Payee

Blanket Additional Insureds and Loss Payees are added for covered property under Installation Floater Coverage Form as their interest(s) may appear under a written agreement with you prior to any loss.

Unintentional Errors or Omissions

It is agreed that your failure of the named insured to disclose all hazards existing on the effective date of this policy shall not prejudice you with respect to the coverage afforded by this policy provided such failure or any omission is not intentional.

All other matters not provided for in this Endorsement shall be governed by the terms and conditions of the policy to which this Endorsement is attached. If a condition of the policy directly conflicts with a condition of this Endorsement, the condition of this Endorsement will supersede the condition of the policy.

This Form must be attached to Change Endorsement when issued after the policy is written.

POLICY NUMBER:CGD300084907

COMMERCIAL GENERAL LIABILITY
CG 24 04 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

Where required by written contract or agreement executed prior to loss (except where not permitted by law).

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**The following is added to Paragraph 8. Transfer Of
Rights Of Recovery Against Others To Us of
Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

Named Insured Aegion Corporation			
Policy Symbol ISA	Policy Number ISA H25569878	Policy Period 7/1/2022 TO 7/1/2023	Effective Date of Endorsement 7/1/2022
Issued By (Name of Insurance Company) ACE American Insurance Company			

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
AUTO DEALERS COVERAGE FORM**

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make for injury or damage arising out of the use of a covered auto. The waiver applies only to the person or organization shown in the SCHEDULE.

SCHEDULE

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

Authorized Representative

**Starr Indemnity & Liability Company**EXCESS LIABILITY
XS 233 (0221)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Waiver of Subrogation Endorsement

Policy Number: 1000095154221

Effective Date: 7/1/2022 at 12:01 A.M.

Named Insured: Aegion Corporation

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the declarations page. Please read the endorsement and respective policy(ies) carefully.

EXCESS LIABILITY POLICY

It is hereby agreed that SECTION IV. CONDITIONS, K. Transfer of Rights of Recovery Against Others to Us is amended to include the following:

SCHEDULE

Name Of Person(s) Or Organization(s):
Where required by written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Policy. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

All other terms and conditions of this Policy remain unchanged.

Workers' Compensation and Employers' Liability Policy

Named Insured AEGION CORPORATION 580 Goddard Ave CHESTERFIELD MO 63005	Endorsement Number
Policy Period 7/1/2022 TO 7/1/2023	Policy Number Symbol: WLR Number: WLR C68917293 (AOS)
Issued By (Name of Insurance Company) ACE American Insurance Company	Effective Date of Endorsement 7/1/2022
Insert the policy number. The remainder of the information is to be completed only when the endorsement is issued subsequent to the preparation of the policy.	

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

For the *states* of CA, UT, TX, refer to state specific endorsements.

This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(KS.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.



Authorized Agent

Policy # MXI93050922

2. Parts

In case of loss or damage to any part of Covered Property consisting of several parts when complete, we will only pay for the value of the lost or damaged part.

H. Labeled Goods

If covered property bearing labels, packaging or wrappers is lost or damaged, we will pay you an amount sufficient to replace those labels, packaging or wrappers.

I. Loss Payee

If a loss payee is named in the Declarations, we will pay you and the loss payee, as the interest of each may appear.

J. Recovered Property

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

K. Reinstatement of Limit after Loss

The Limit of Insurance will not be reduced by the payment of any claim, except for total loss or damage of a scheduled item..

L. Transfer of Rights of Recovery against Others to Us Waiver of Subrogation

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. If that person or organization does anything to impair our rights after a loss, we will not have to pay the loss. But you may waive your rights against another party in writing:

1. Prior to a loss to your Covered Property.
2. After a loss to your Covered Property only if; at time of loss, that party is one of the following:
 - a. Someone insured by this insurance; or
 - b. A business firm:
 - (1) Owned or controlled by you; or
 - (2) That owns or controls you.

This will not restrict your insurance.

General Conditions

A. Concealment, Misrepresentation or Fraud

This Coverage Part is void in any case of fraud, intentional concealment or misrepresentation of a material fact, by you or any other insured, at any time, concerning:

1. This Coverage Part;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Coverage Part.

B. Control of Property

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance. The breach of any condition of this Coverage Part at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.



CITY OF PORT ORANGE PIGGYBACK AGREEMENT **for Goods and Services**

Base Contract:

- ☐ State of Florida
☐ Florida Sheriff's Association
☐ Sourcewell Formerly known as
 National Joint Powers Alliance ("NJPA")
☒ Clay County Utility Authority
☐ Other _____

Department:	Engineering Department
Base Contract BID/RFP/RFSQ Number:	Sewer, Wetwell and Manhole Rehabilitation Services Continuing Contract, CCUA (Clay County Utility Authority) Bid No. 18/19-A7 – Part C – CIPP Sanitary Sewer Lining System
Alternate Source Contract Number: <i>(Used for State Contracts)</i>	
Contractor Name:	Insituform Technologies, LLC
Contractor's Authorized Dealer:	
Delivery/Installation/Product/Service Location:	☒ F.O.B. City of Port Orange – Various locations within the City of Port Orange
Description:	Sewer, Wetwell and Manhole Rehabilitation Services, based on providing Quote pursuant to the pricing set forth in the Base Contract
Contract Initial Term/Term: <i>(check appropriate term and enter dates)</i>	Base Contract: ☒ From: June 18, 2019 To: June 18, 2024 COPO: ☒ The effective date of this Agreement shall commence on date last signed by the Parties and continue until June 18, 2024.
Contract Renewal Term: <i>(No. of Renewals and Term for each renewal)</i>	Base Contract: May be annually renewed upon mutual agreement of both parties. COPO: May be annually renewed, contingent upon Base Contract's renewal, City Manager approval, and budget appropriation.
Authorization of Services: <i>(check one)</i>	☒ Written Purchase Order(s) ☐ Notice to Proceed(s) ☒ Task Authorization(s)
Amount of City Expenditure per Fiscal Year (10/1 to 9/30) or Annually (Contract execution date and term):	☐ Fiscal Year Click here to enter text. ☐ Annually Click here to enter text. ☒ Appropriated Budget
Payment and Performance Bond <i>(Indicate if required)</i>	☒ Yes* ☐ No *Payment and Performance Bond is required unless waived by City
Exhibits Attached to Contract <i>(excluding legal Exhibits, if any)</i>	☒ Exhibit "Contract History, Definitions & Terms" ☒ Exhibit "Pricing" ☒ Exhibit "Bond Sample" ☒ Exhibit "Task Authorization Sample" ☐ Exhibit "Other"
Contract Administrator:	Junos Reed, Engineering Department Director
Contractor's Authorized Agent Name Printed ¹:	Diane Partridge, Contracting and Attesting Officer
For purposes of this Agreement, notices shall be sent to the principal address of the City and Contractor, as provided in this Agreement. Any notice or other communication given under this Agreement will be in writing and delivered by hand, sent by facsimile	

(provided acknowledgment of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the address provided herein. The Parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days' written notice to the other party.

Contractor's Complete Contact Information:

Principal Address:
580 Goddard Ave.
Chesterfield, MO 63005

Telephone: 904-465-3267
E-Mail: draymond@aegion.com

Signature: Contractor's Authorized Agent¹:

Diane Partridge

Date: April 11, 2023

Contractor Notary Acknowledgment Block:

STATE OF MISSOURI COUNTY OF ST. LOUIS

The foregoing instrument was acknowledged before me by means of X physical presence or _____ online notarization, this 11th day of April, 2023, by Diane Partridge, as Contracting and Attesting Officer of Insituform Technologies, LLC, a foreign limited liability company. He or she is X personally known or _____ produced _____ as identification.

JANA LAUSE
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: Dec. 5, 2025
Commission # 13805615

Jana Lause
Notary Public, State of Missouri

Printed, typed or stamped name, commission and expiration:

Department Head Signature Acknowledges the following: The base contract referenced above for piggybacking by the City of Port Orange has been verified to be competitively bid with multiple proposals from vendors/contractors within two years from the date of this piggyback agreement, unless waived by the City Manager in writing or at the direction of City Council. The Department Head further acknowledges that the vendor package, all supporting vendor documentation, and the entire base contract, including but not limited to all exhibits, and all terms and conditions is uploaded for City record.

Department Head Name, Title
Printed:

Junos Reed, Engineering Department Director

Signature: Department Head

Date:

Signature: Wayne Clark, City Manager

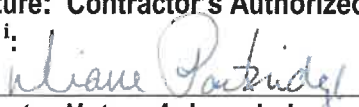
Date:

Attest: Robin L. Fenwick, MMC, City Clerk

Date:

¹ 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. If this Agreement is signed by an individual not identified in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into agreements on behalf of said entity.

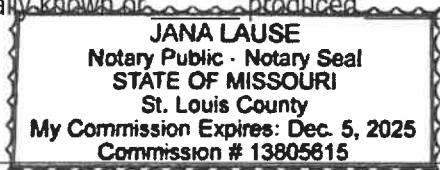
(provided acknowledgment of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the address provided herein. The Parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days' written notice to the other party.

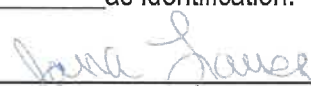
Contractor's Complete Contact Information:	Principal Address: 580 Goddard Ave. Chesterfield, MO 63005	Telephone: 904-465-3267 E-Mail: draymond@aegion.com
Signature: Contractor's Authorized Agent ⁱ : 		Date: April 11, 2023

Contractor Notary Acknowledgment Block:

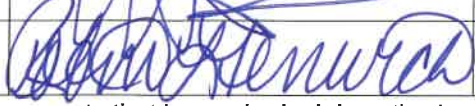
STATE OF MISSOURI COUNTY OF ST. LOUIS

The foregoing instrument was acknowledged before me by means of X physical presence or _____ online notarization, this 11th day of April, 2023, by Diane Partridge, as Contracting and Attesting Officer of Insituform Technologies, LLC, a foreign limited liability company. He or she is X personally known or _____ produced _____ as identification.




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

Department Head Signature Acknowledges the following: The base contract referenced above for piggybacking by the City of Port Orange has been verified to be competitively bid with multiple proposals from vendors/contractors within two years from the date of this piggyback agreement, unless waived by the City Manager in writing or at the direction of City Council. The Department Head further acknowledges that the vendor package, all supporting vendor documentation, and the entire base contract, including but not limited to all exhibits, and all terms and conditions is uploaded for City record.

Department Head Name, Title Printed:	Junos Reed, Engineering Department Director	
Signature: Department Head		Date: 4/11/2023
Signature: Wayne Clark, City Manager		Date: 4/17/2023
Attest: Robin L. Fenwick, MMC, City Clerk		Date: 4/17/2023

ⁱ 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. If this Agreement is signed by an individual not identified in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into agreements on behalf of said entity.

INSITUFORM TECHNOLOGIES, LLC
PRESIDENT APPOINTMENT OF
CONTRACTING AND ATTESTING OFFICERS

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

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

Dated: September 30, 2022


Burt M. Keating
President

Exhibit "Contract History, Definitions & Terms"

Contract History

Insituform Technologies, LLC ("Contractor") entered into a contract with the Clay County Utility Authority ("CCUA") for Sewer, Wetwell and Manhole Rehabilitation Services, Continuing Contract, Part C – CIPP Sanitary Sewer Lining System, pursuant to Bid No. 18/19-A7. The Base Contract had an initial term commencing on June 18, 2019 and continuing until June 18, 2020, with (2) two potential additional twenty-four (24) month terms. The Contractor and the CCUA have exercised the two renewal options and the current term is continuing until June 18, 2024. The Base Contract may also be extended by the Contractor and the CCUA past the initial 5 years, annually upon mutual consent of both parties. **Contract documents may be obtained from the City Clerk.**

Defined Terms

1. **City:** City shall mean the City of Port Orange, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129.
2. **Contractor:** Contractor shall mean the person duly authorized to have an Agreement with the City to provide product and/or services as set forth in all Agreement documents.
3. **Parties:** Parties shall mean the City and Contractor collectively.
4. **Base Contract:** The original negotiated contract for goods and/or services that has been competitively bid and awarded, which extends the same pricing and terms of contract to the City.
5. **Contract Administrator:** Contract Administrator shall mean the person having the responsibility for the day-to-day administration of the Contract, Notice to Proceed(s) or written Purchas Order(s).

Terms and Conditions

1. The terms of the Base Contract for this Agreement and any exhibits attached hereto are incorporated herein by reference.
2. The City objects in advance to the inclusion of any additional terms and conditions proposed by the Contractor in its acceptance or acknowledgement for the purchase of any goods, work, or services. The inclusion of additional terms and conditions, or reference thereto, by the Contractor in the quote shall be of no significance, shall not be binding on the City, and the City's acceptance of the Contractor's goods, work, or services shall not be deemed as acceptance of such terms.
3. This Agreement and the documents incorporated herein by reference shall constitute the whole agreement between the Parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, written or verbal, between the Parties hereto.
4. **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 for the duration of the Contract term.
 - (d) Upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall enforce the contract provisions in accordance with the contract.

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

5. **Certificate of Insurance.** Contractor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured, in accordance with the same insurance terms as provided in the Base Contract.

Exhibit "Pricing"

Clay County Utility Authority
Contract No. 18/19-A7 Part C
Cured-in-Place Continuing Services Contract

ITEM NO.	DESCRIPTION	UNIT	2020-2022 UNIT PRICE	2022-2024 UNIT PRICE	% INCREASE
A.	Sanitary Sewer Line Clean and Inspection				
1	Light Cleaning (<1/4 diameter)				
a.	4" diameter	LF	\$2.20	\$2.35	6.82%
b.	6"diameter	LF	\$2.20	\$2.35	6.82%
c.	8" diameter	LF	\$1.80	\$1.95	8.33%
d.	10" diameter	LF	\$1.80	\$1.95	8.33%
e.	12" diameter	LF	\$2.20	\$2.40	9.09%
f.	14" diameter	LF	\$3.40	\$3.65	7.35%
g.	18" diameter	LF	\$5.60	\$6.05	8.04%
h.	20" diameter	LF	\$5.60	\$6.05	8.04%
i.	24" diameter	LF	\$7.80	\$8.40	7.69%
2	Tuberculation Cleaning				
a.	4" diameter	LF	\$22.30	\$22.30	0.00%
b.	6"diameter	LF	\$22.30	\$22.30	0.00%
c.	8" diameter	LF	\$20.10	\$20.10	0.00%
d.	10" diameter	LF	\$27.90	\$27.90	0.00%
e.	12" diameter	LF	\$27.90	\$27.90	0.00%
f.	14" diameter	LF	\$27.90	\$27.90	0.00%
g.	18" diameter	LF	\$27.90	\$27.90	0.00%
h.	20" diameter	LF	\$33.50	\$33.50	0.00%
i.	24" diameter	LF	\$33.50	\$33.50	0.00%
3	Root Removal				
a.	4" diameter	LF	\$8.90	\$8.90	0.00%
b.	6"diameter	LF	\$8.90	\$8.90	0.00%
c.	8" diameter	LF	\$8.90	\$8.90	0.00%
d.	10" diameter	LF	\$11.20	\$11.20	0.00%
e.	12" diameter	LF	\$11.20	\$11.20	0.00%
f.	14" diameter	LF	\$13.40	\$13.40	0.00%
g.	18" diameter	LF	\$17.90	\$17.90	0.00%
h.	20" diameter	LF	\$20.10	\$20.10	0.00%
i.	24" diameter	LF	\$20.10	\$20.10	0.00%
4	TV Pipe Inspection				
a.	6"diameter	LF	\$0.90	\$0.95	5.56%
b.	8" diameter	LF	\$0.90	\$0.95	5.56%
c.	10" diameter	LF	\$0.90	\$0.95	5.56%
d.	12" diameter	LF	\$1.90	\$2.00	5.26%
e.	14" diameter	LF	\$1.90	\$2.00	5.26%
f.	18" diameter	LF	\$1.90	\$2.00	5.26%
g.	20" diameter	LF	\$1.90	\$2.00	5.26%
h.	24" diameter	LF	\$2.80	\$3.00	
5	Clean & TV Inspection - Sewer Lateral				
a.	Lateral Inspection 0' to 40'	EA	\$307.20	\$368.60	19.99%
b.	Additional Lateral Inspection >40'	LF	\$11.20	\$13.40	19.64%
B.	Sanitary Sewer Rehabilitation				
1	Sanitary Sewer Lining				
a.	6" diameter				

Clay County Utility Authority
Contract No. 18/19-A7 Part C
Cured-in-Place Continuing Services Contract

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	UNIT PRICE	% INCREASE
b.	1 4.5mm nominal thickness (.177) 8" diameter	LF	\$29.40	\$34.30	16.67%
	1 6.0mm nominal thickness (.236)	LF	\$25.20	\$30.00	19.05%
	2 7.5mm nominal thickness (.295)	LF	\$27.50	\$32.30	17.45%
	3 9.0 mm normal thickness (.354)	LF	\$29.00	\$33.80	16.55%
c.	10" diameter				
	1 6.0mm nominal thickness (.236)	LF	\$32.00	\$38.10	19.06%
	2 7.5mm nominal thickness (.295)	LF	\$34.60	\$40.70	17.63%
	3 9.0 mm normal thickness (.354)	LF	\$36.10	\$42.20	16.90%
d.	12" diameter				
	1 6.0mm nominal thickness (.236)	LF	\$40.00	\$48.90	22.25%
	2 7.5mm nominal thickness (.295)	LF	\$43.00	\$52.70	22.56%
	3 9.0 mm normal thickness (.354)	LF	\$44.50	\$54.60	22.70%
e.	14" diameter				
	1 6.0mm nominal thickness (.236)	LF	\$50.30	\$61.20	21.67%
	2 7.5mm nominal thickness (.295)	LF	\$53.70	\$65.40	21.79%
	3 9.0 mm normal thickness (.354)	LF	\$55.60	\$67.90	22.12%
e.	18" diameter				
	1 6.0mm nominal thickness (.236)	LF	\$61.90	\$73.80	19.22%
	2 7.5mm nominal thickness (.295)	LF	\$66.40	\$79.50	19.73%
	3 9.0 mm normal thickness (.354)	LF	\$72.40	\$87.10	20.30%
	4 10.5 mm nominal thickness (.413)	LF	\$79.90	\$96.50	20.78%
f.	20" diameter				
	1 6.0mm nominal thickness (.236)	LF	\$63.80	\$74.00	15.99%
	2 7.5mm nominal thickness (.295)	LF	\$69.80	\$81.00	16.05%
	3 9.0 mm normal thickness (.354)	LF	\$77.30	\$88.50	14.49%
	4 10.5 mm nominal thickness (.413)	LF	\$89.40	\$103.70	16.00%
	5 12 mm nominal thickness (.472)	LF	\$104.50	\$122.50	17.22%
g.	24" diameter				
	9.0 mm normal thickness (.354)	LF	\$96.30	\$118.90	23.47%
	10.5 mm nominal thickness (.413)	LF	\$103.80	\$128.30	23.60%
	12 mm nominal thickness (.472)	LF	\$114.40	\$141.60	23.78%
	13.5 mm nominal thickness (.531)	LF	\$131.00	\$162.50	24.05%
	15 mm nominal thickness (.591)	LF	\$150.60	\$187.20	24.30%
2	Sectional CIPP Lining				
a.	6" diameter				
	1 3' in length	EA	\$2,233.80	\$2,233.80	0.00%
	2 4' in length	EA	\$2,457.20	\$2,457.20	0.00%
	3 6' in length	EA	\$2,568.90	\$2,568.90	0.00%
	4 8' in length	EA	\$2,680.60	\$2,680.60	0.00%
b.	8" diameter				
	1 3' in length	EA	\$2,345.50	\$2,345.50	0.00%
	2 4' in length	EA	\$2,457.20	\$2,457.20	0.00%
	3 6' in length	EA	\$2,568.90	\$2,568.90	0.00%
	4 8' in length	EA	\$2,680.60	\$2,680.60	0.00%
c.	10" diameter				

Clay County Utility Authority
Contract No. 18/19-A7 Part C
Cured-in-Place Continuing Services Contract

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	UNIT PRICE	% INCREASE
	1 3' in length	EA	\$2,568.90	\$2,568.90	0.00%
	2 4' in length	EA	\$2,680.60	\$2,680.60	0.00%
	3 6' in length	EA	\$2,904.00	\$2,904.00	0.00%
	4 8' in length	EA	\$3,015.70	\$3,015.70	0.00%
d.	12" diameter				
	1 3' in length	EA	\$2,792.30	\$2,792.30	0.00%
	2 4' in length	EA	\$2,904.00	\$2,904.00	0.00%
	3 6' in length	EA	\$3,015.70	\$3,015.70	0.00%
	4 8' in length	EA	\$3,127.40	\$3,127.40	0.00%
e.	14" diameter				
	1 3' in length	EA	\$2,792.30	\$2,792.30	0.00%
	2 4' in length	EA	\$2,904.00	\$2,904.00	0.00%
	3 6' in length	EA	\$3,015.70	\$3,015.70	0.00%
	4 8' in length	EA	\$3,127.40	\$3,127.40	0.00%
f.	18" diameter				
	1 3' in length	EA	\$3,015.70	\$3,015.70	0.00%
	2 4' in length	EA	\$3,127.40	\$3,127.40	0.00%
	3 6' in length	EA	\$3,239.00	\$3,239.00	0.00%
	4 8' in length	EA	\$3,462.40	\$3,462.40	0.00%
g.	20" diameter				
	1 3' in length	EA	\$3,127.40	\$3,127.40	0.00%
	2 4' in length	EA	\$3,239.00	\$3,239.00	0.00%
	3 6' in length	EA	\$3,350.70	\$3,350.70	0.00%
	4 8' in length	EA	\$3,462.40	\$3,462.40	0.00%
h.	24" diameter				
	1 3' in length	EA	\$4,356.00	\$4,356.00	0.00%
	2 4' in length	EA	\$4,467.70	\$4,467.70	0.00%
	3 6' in length	EA	\$4,579.30	\$4,579.30	0.00%
	4 8' in length	EA	\$4,691.00	\$4,691.00	0.00%
3	Lateral CIPP Lining				
a.	Top Hat up to 36"				
	1 4" lateral connection	EA	\$2,345.50	\$2,859.30	21.91%
	2 6" lateral connection	EA	\$2,345.50	\$2,859.30	21.91%
	3 8" lateral connection	EA	\$2,485.10	\$3,026.80	21.80%
b.	Full Wrap - up to 36"				
	1 4" lateral connection	EA	\$2,345.50	\$2,859.30	21.91%
	2 6" lateral connection	EA	\$2,345.50	\$2,859.30	21.91%
	3 8" lateral connection	EA	\$2,485.10	\$3,026.80	21.80%
c.	Lateral Lining 0 - 40'	EA	\$1,563.70	\$1,904.30	21.78%
d.	Additional Lateral Lining >40'	LF	\$83.80	\$102.80	22.67%
e.	Lateral Cutout & Polish	EA	\$160.00	\$175.00	9.38%
f.	Lateral Grout	EA	\$360.00	\$400.00	11.11%
4	Cleanout Installation				
a.	4" cleanout	EA	\$1,675.40	\$1,675.40	0.00%
b.	6" cleanout	EA	\$1,787.10	\$1,787.10	0.00%
c.	8" cleanout	EA	\$1,898.80	\$1,898.80	0.00%

Clay County Utility Authority
Contract No. 18/19-A7 Part C
Cured-in-Place Continuing Services Contract

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	UNIT PRICE	% INCREASE
5	Site Restoration				
a.	Concrete	SF	\$27.90	\$27.90	0.00%
b.	Paver Removal and Replacement	SF	\$55.80	\$55.80	0.00%
c.	Sodding	SF	\$4.50	\$4.50	0.00%
d.	Seeding and Mulching	SF	\$3.40	\$3.40	0.00%
6	Dewatering	LF	\$22.30	\$22.30	0.00%
7	Erosion and Sediment Control	LF	\$2.20	\$2.20	0.00%
8	Tanker Truck for Bypass (Daily Rate)	EA	\$2,792.30	\$3,900.00	39.67%
C.	Maintenance of traffic				
a.	Traffic Control-MOT Index 601 or 602 (per day)	LS	\$368.60	\$405.60	10.04%
b.	Traffic Control-MOT Index 603 or higher (per day)	LS	\$1,228.60	\$1,452.00	18.18%
c.	Traffic Control-MOT Index 601 or 602 (per week)	LS	\$1,842.90	\$2,027.20	10.00%
d.	Traffic Control-MOT Index 603 or higher (per week)	LS	\$6,143.00	\$7,259.90	18.18%
D.	Administration				
a.	Emergency Response Mobilization	EA	\$4,500.00	\$4,700.00	4.44%
b.	Construction Video and Photography	EA	\$1,116.90	\$1,116.90	0.00%
E.	Bonds				
a.	Contract Performance and Payment	%	1.50%	1.50%	

Exhibit "Bond Sample"

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

PAYMENT AND PERFORMANCE BOND

(Public Works)

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

BOND NO. _____

PRINCIPAL:

Developer or Contractor: **INSITUFORM TECHNOLOGIES, LLC**
Principal Business Address: 580 Goddard Ave.
Chesterfield, MO 63005

Contact Person:
Phone Number:

SURETY:

Address:

Contact Person:
Phone Number:

OWNER:

City of Port Orange, Florida, a chartered municipal corporation
1000 City Center Circle
Port Orange, Florida 32129-4144

Contact Person: City Manager
Phone Number: (386) 506-5501

Amount: \$

City Case/Project No. _____

Description of Work: _____

Project Location: Port Orange, Volusia County, Florida

Legal Description: Portions of Parcel ID #: _____
See Attached **Exhibit "A"**

Front Page

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

INSITUFORM TECHNOLOGIES, LLC

Bond No. _____

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

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

BY THIS BOND, We, **INSITUFORM TECHNOLOGIES, LLC** as Principal, and _____, a corporation, as Surety, are bound to **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of _____ **AND 00/100 DOLLARS (\$_____)**, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

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

Notice of Nonpayment and Time Limitations

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.05(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 shall be deemed an original, this _____, day of _____, 20_____.

Attest:

INSITUFORM TECHNOLOGIES, LLC.
(Name of Principal)

(As to Corporate Principal) Secretary

By: _____
Name: _____

(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.

Exhibit "Task Authorization Sample"

TASK AUTHORIZATION NO. ____

Piggyback Agreement dated _____

Between the City of Port Orange, Florida and Insituform Technologies LLC

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **INSITUFORM TECHNOLOGIES, LLC**, a foreign limited liability company with its principal place of business at 580 Goddard Ave., Chesterfield, MO 63005 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Piggyback Agreement dated _____, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

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

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

Witnesses:

INSITUFORM TECHNOLOGIES, LLC

_____	By: _____
Printed Name: _____	Printed Name: _____
	Title: _____

Printed Name: _____	Date: _____

CITY OF PORT ORANGE

By: _____
Wayne Clerk, City Manager

Date: _____

ATTEST:

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

Date: _____



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 7/18/2023

SUBJECT: (C8b) Approval of Amendment and Renewal No. 1 with Better Barricades, Inc. for Street Striping

DEPARTMENT: Public Works

GOAL: 1 - Public Safety

RECOMMENDED MOTION: Move to approve Amendment and Renewal No. 1 with Better Barricades, Inc for Street Striping.

SUMMARY: Public Works is requesting approval of the Amendment and Renewal No. 1 for the Street Striping contractor, Better Barricades, Inc. (CA 7591). On July 20th, 2021, the City of Port Orange entered into a Standard Contract for Services with Better Barricades, Inc. pursuant to ITB #21-15, Street Striping. The initial term of the contract is (2 years) from July 20, 2021 to July 19, 2023, with three one-year renewals, subject to review and approval by the City Council.

The contractor has provided documentation from the US Bureau of Labor Statistics and US Energy Information Administration as well as product specific examples from a material supplier supporting the request for a 12.5% increase on specific line items. Cost increases are requested on the following services: 6" yellow strip, 8" white strip, 12" white strip, 18" yellow and white strip, 24" white strip, arrow symbol, legend and the minimum trip charge. Pricing adjustments are reflected for thermo double drop, single drop and paint, all priced per linear foot.

Staff is satisfied with the performance of this contractor and agrees the requested increases are consistent with the current terms of the contract, that reflect the increased costs in labor, materials and equipment.

PRESENTER: Tom DiEulio

ATTACHMENTS:

1.	Better Barricades, Inc. Amendment and Renewal No. 1 to Standard Contract for Services Dated July 20, 2021	Better Barricades, Inc. Amendment and Renewal No. 1 to Standard Contract for Services Dated July 20, 2021.pdf
2.	EXECUTED Contract CA7591 Better Barricades ITB 21 15 Street Striping eff	EXECUTED Contract CA7591 Better Barricades ITB 21 15 Street Striping eff 7

	7 20 2021 to 7 19 2023 with renewal option	20 2021 to 7 19 2023 with renewal option.pdf
3.	Better Barricades - price increase request	Better Barricades - price increase request.pdf
4.	Better Barricades - COI	Better Barricades - COI.pdf
5.	Renewal Form	Renewal Form.pdf

Denyce Frey	Created/Initiated - 6/6/2023
Tom DiEulio	Approved - 6/6/2023
John McKinney	Approved - 6/7/2023
Matthew Jones	Approved - 6/30/2023
Wayne Clark	Approved - 7/6/2023
Tracee Cody	Final Approval - 7/6/2023

**AMENDMENT AND EXTENSION NO. 1
TO STANDARD CONTRACT FOR SERVICES DATED JULY 20, 2021**

THIS AMENDMENT AND RENEWAL NO. 1 ("Amendment and Renewal 2023") 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 **BETTER BARRICADES, INC.** ("Contractor"), a Florida corporation, whose principal address is 1725 Tionia Road, New Smyrna Beach, Florida 32168. The City and the Contractor are collectively referred to herein as the "Parties."

WHEREAS, on the 20th day of July 2021, the City and the Contractor entered into a Standard Contract for Services, for Street Striping Services ("Contract"), pursuant to Intent to Bid ("ITB 21-15"), with an initial term commencing on July 20, 2021 and continuing until July 19, 2023, which may be renewed for two (2) one-year periods, upon written agreement of the Parties, subject to review and approval of the City Manager and budget appropriation; and

WHEREAS, the Parties desire to utilize the Contract's first one-year renewal period, to commence on July 20, 2023 and continue until July 19, 2024; and

WHEREAS, the Parties desire to amend and increase Contract pricing by 12.5% for specific line items as provided in Exhibit "1" of the Contract, due to unanticipated labor, equipment, and material increases; and

WHEREAS, the Port Orange City Council has determined that the execution of this Amendment and Renewal 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:

The foregoing recitals are true and correct and incorporated herein.

1. Term. The Term of this Contract as amended is hereby extended. Notwithstanding the date of execution, the Contract term shall continue for a period commencing on July 20, 2023 and continuing until January 19, 2024.

2. Exhibit "1" of the Contract is hereby amended to increase the Contract pricing by 12.5% for specific line items as provided and supplemented in Exhibit "1."

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

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 and Renewal on the day and year stated hereinafter.

Witnesses:

BETTER BARRICADES, INC.

Printed Name: _____

Printed Name: _____

By: _____
Abbie D. Naff, CEO

If this Contract is signed by an individual not identified as an Officer of the Entity 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 Entity.

Date: _____

CITY OF PORT ORANGE

By: _____
Donald O. Burnette, Mayor

Date: _____

ATTEST:

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

Date: _____

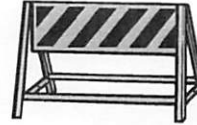
EXHIBIT “1”

Contractor's Quote

Consisting of 1 Page

Better arricades, Inc.

1725 Tionia Rd., New Smyrna Beach, FL 32168-9290
(386) 427-4971 Fax (386) 427-8285



PRICE REDETERMINATION PROPOSAL

TO: CITY OF PORT ORANGE
Dept. of Public Works
407 Virginia Ave.
Port Orange, FL 32129

Date: 5/18/2023

Job Name: PORT ORANGE STREET STRIPING
ITB 21-15
2023 PRICE REDETERMINATION

ATTN: THOMAS DIEULIO
Operations Manager

Location: Port Orange

We hereby submit specifications and estimates for: **PAVEMENT MARKINGS**

Description	Quantity	Unit	THERMO DBL DRP	THERMO SNGL DRP	PAINT PER LF
6" YELLOW STRIPE	10	LF	\$1.1250	\$1.0688	\$0.4500
8" WHITE STRIPE	10	LF	\$1.2375	\$1.1812	\$0.6187
12" WHITE STRIPE	10	LF	\$3.7688	\$3.4875	\$0.6187
18" YELLOW STRIPE	10	LF	\$5.4560	\$5.1750	\$2.8688
18" WHITE STRIPE	10	LF	\$5.4560	\$5.1750	\$2.8688
24" WHITE STRIPE	10	LF	\$7.4250	\$6.8625	\$3.4312
ARROW, SYMBOL	10	LF	\$86.6250	\$78.7500	\$47.8125
LEGEND (SCHOOL, ONLY)	10	LF	\$174.3750	\$146.2500	\$75.9375
MINIMUM TRIP CHARGE	10	EA	\$956.2500		\$731.2500

BBI is requesting a 12.5% price redetermination on the above Line Items to cover unanticipated Labor, Equipment and Materials increases from Bid Date June 2021.

Notes:

This proposal is a unit price agreement. Invoicing will be based upon actual quantities of markings installed.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. This Proposal is contingent upon acceptable and verifiable project financing.

Submitted by:

Christopher G. Kennedy

Christopher G. Kennedy, Vice President



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this 20 day of July, 2021, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **BETTER BARRICADES, INCORPORATED (FLORIDA)**, a Florida corporation whose principal address is 1725 Tonia Road, 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 Street Striping Services which shall include the replacement of deteriorated pavement markings with thermoplastic and/or paint on public maintained streets and parking lots, as more specifically described in and pursuant to Intent to Bid ("ITB 21-15"). This Contract together with ITB 21-15, Addenda, and Contractor's proposal, all of which may be referred to as the "Contract" and all of which are made a part hereof by reference, shall constitute the formal written contract between the City and Contractor. For convenience, Section 3, Scope of Services, from ITB 21-15, and the Bid Tabulation as submitted by Contractor in Contractor's Proposal, are attached hereto as **Exhibit "1"**. A complete copy of ITB 21-15, Addenda, and Contractor's Proposal are available in the Office of the City Clerk. Contractor represents that they are familiar with the documents that make up the Contract, as referenced hereinabove.

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

Term: The term of this Contract shall become effective on the last date the Contract is signed by the Parties ("Effective Date"). This Contract shall be for a term of Two (2) years ("Initial Term").

Renewals: Upon written agreement of the Parties, this Contract may be renewed for two (2) one-year periods, subject to review and approval of the City Manager and budget appropriation.

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

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

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

2. City Obligations. In return for the services identified above, the City agrees to compensate the Contractor at the pricing set forth in Exhibit "1," attached hereto, in an amount not to exceed the appropriated budget for per fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. Contract Documents. The following forms, attached as Exhibit "2," are an integral part of this Contract and must be completed, signed, witnessed and notarized as indicated and returned with the signed Contract:

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

4. Contract Administration. The Public Works and Utilities Director, Lynn Stevens, shall perform contract administration of this Contract. The City may change the contract administrator, from time to time and at any time, upon written notice to Contractor. For notice provisions, see the paragraph below entitled "Notice."

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

6. Termination for Convenience of the City

(a) The parties agree that the City may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or part, whenever the City Manager of Port Orange shall determine that such termination is in the best interest of the City.

(b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the City Manager or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Contractor shall:

- (i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
- (ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;
- (iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;
- (iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and
- (v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of termination, unless one or more extensions of three (3) months each are granted by the Finance Director.

(e) The Finance Director, with the approval of the City Manager, shall pay from the using department's budget, reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or work completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Finance Director shall pay the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

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

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

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

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

9. Examination of Records

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

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

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

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

- (a) Keep and maintain public records required by the City to perform the service.
- (b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the City.
- (d) Upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt from public records disclosure requirements. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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

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

11. Termination for Non-Appropriation of Funds

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

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

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

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A-" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Contractor shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing

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

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

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

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

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

Standard Insurance Requirements				
	Insurance	Standards		Additional Requirements
☒	<u>Workers' Compensation</u> The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept elective exemptions. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit Form Exhibit.	<u>Contract Amount</u> Up to \$10 million \$10 - \$20 million Contracts over \$20 million To Be Determined by the City.	<u>Limits</u> Statutory/\$500,000 Statutory/\$1,000,000	☐ If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐ If vessels involved, Jones Act coverage with limits of \$500,000 required.

☒	Comprehensive General Liability (including Completed Operations and Contractual Liability)	Limits: Combined Single Limit Bodily Injury and Property damage \$1,000,000 occurrence \$1,000,000 aggregate	☐ When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
☒	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	Limits: Auto Liability Bodily Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate	
Additional Insurance Requirements			
☐	Property Insurance Builders Risk. Additional Coverage:	Limits: Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☐	Professional Liability	Limits: Coverage - \$1,000,000	
☐	Installation Floater (IT)	Limits: Coverage - \$ To be determined.	
☐	Contractor Pollution Liability	Limits: Coverage - \$1,000,000	
☐	Errors and Omissions	Limits: Coverage - \$1,000,000	
☐	Umbrella Policy	Limits: Coverage - \$ To be determined.	
☒	Payment and Performance Bond Required	Limits: Coverage - Equal to amount of Contract.	
☐	City Manager waives Payment and Performance Bond for work under \$100,000.00.		
☐	Unless otherwise required by law, City Manager waives Insurance for FOB goods under \$25,000.00.		

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

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

15. Modifications or Changes to this Contract

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

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

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

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

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

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

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

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

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

20. Inspection

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

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the

delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

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

21. Liability for Loss or Damage.

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

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

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

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

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

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

23. Disputes. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Agreement. The decision by the City Manager shall be final and binding unless, within five (5) business days from the date of delivery of the decision of the City Manager,

appeal is made to the City Council in writing and delivered to the City Clerk, Robin L. Fenwick, MMC. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence.

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

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

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

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

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

City:	City of Port Orange Attention: City Manager 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5501
Copy to:	City of Port Orange Attention: Lynn Stevens, Public Works and Utilities Director 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5575
Contractor:	Better Barricades, Incorporated (Florida) Attention: Abbie D. Naff, President 1725 Tionia Road New Smyrna Beach, Florida 32168 (386) 427 4971 – Telephone (386) 427-8285 – Facsimile ANAFF@BetterBarricade.com

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

29. Contract Construction

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

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

[Remainder of this page intentionally left blank]

BETTER BARRICADES, INCORPORATED (FLORIDA)

Witnesses:

Angelina L. Flynn
Printed Name: Angelina L. Flynn

Michelle R. Skodewski
Printed Name: Michelle R. Skodewski

By: Abbie D. Naff

Abbie D. Naff, President

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

Date: 7-19-21

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ✓ physical presence or online notarization, this 19 day of July, 2021, by Abbie D. Naff, as President of Better Barricades, Incorporated (Florida), a Florida corporation. She is personally known or produced as identification.

Melanie G. Myers
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:



Witnesses:

CITY OF PORT ORANGE

Printed Name: James Miller

By: [Signature]
Donald O. Burnette, Mayor

Printed Name: Matthew Jones

Date: 7/20/2021

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 20th day of July, 2021, by Donald O. Burnette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city. He is ☒ personally known or ☐ produced as identification.



Witnesses

[Signature]
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

ATTEST:

Printed Name: James Miller

By: [Signature]
Robin L. Fenwick, MMC, City Clerk

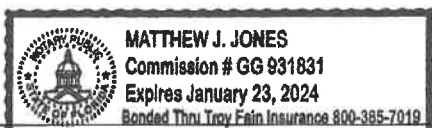
Printed Name: Matthew Jones

Date: 7/20/2021



STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 20th day of July, 2021, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city. She is ☒ personally known or ☐ produced as identification.



[Signature]
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

EXHIBIT “1”

ITB 21-15 Contractor’s Quote and Scope of Services

Consisting of 3 Pages



"ATTACHMENT 1" ITS SCHEDULE OF UNIT PRICING

BID FORM
CITY OF PORT ORANGE

ITB 21-15
STREET STRIPING

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

Instruction to save Attachment from DemandStar website:

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

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

Bidders are required to provide "Attachment 1" in Excel format in electronic format, preferably thumb drive.

NAME OF BUSINESS:	BETTER BARRICADES, INC.								
CONTACT PERSON:	ADDIE NAFF								
EMAIL ADDRESS:	ANAFF@BETTERBARRICADES.COM								
AUTHORIZED SIGNATURE:									

GROUP I - FURNISH & INSTALL THERMOPLASTIC OR PAINT									
Item #	Description	Estimated Quantities	Unit of Measure	Thermoplastic Double Drop Bead Application per Linear Foot		Thermoplastic Single Drop Bead Application per Linear Foot		Paint per Linear Foot	
				Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
1	4" yellow stripe	53,464	Linear Foot	\$0.90	\$ 48,117.60	\$0.85	\$45,444.40	\$0.35	\$18,712.40
2	4" white stripe	23,320	Linear Foot	\$0.90	\$ 20,988.00	\$0.85	\$19,822.00	\$0.35	\$8,162.00
3	6" yellow stripe	7,003	Linear Foot	\$1.00	\$ 7,003.00	\$0.95	\$6,652.85	\$0.40	\$2,801.20
4	6" white stripe	416	Linear Foot	\$1.00	\$ 416.00	\$0.95	\$0.80	\$0.40	\$166.40
5	8" white stripe	25	Linear Foot	\$1.10	\$ 27.50	\$1.05	\$26.25	\$0.55	\$13.75
6	12" white stripe	1,108	Linear Foot	\$3.33	\$ 3,711.80	\$3.10	\$3,434.80	\$0.85	\$609.40
7	18" yellow stripe	175	Linear Foot	\$4.85	\$ 848.75	\$4.60	\$805.00	\$2.55	\$446.25
8	18" white stripe	80	Linear Foot	\$4.85	\$ 145.50	\$4.60	\$198.00	\$2.55	\$76.50
9	24" white stripe	1,000	Linear Foot	\$6.00	\$ 6,600.00	\$6.10	\$6,100.00	\$3.05	\$3,050.00
10	Arrow symbol-single left, thru or right	20	Each	\$77.00	\$ 1,540.00	\$70.00	\$1,400.00	\$42.50	\$850.00
11	Legend, Only	4	Each	\$135.00	\$ 620.00	\$110.00	\$520.00	\$67.50	\$270.00
				TO	\$ 90,018.15	TOT	\$84,344.10	TOTAL	\$35,157.90

GRAND TOTAL (GROUP I: Items 1 - 11)		\$209,520.15
-------------------------------------	--	--------------

GROUP II- LAYOUT & REMOVAL OF MARKINGS							
Item #	Item / Task	Estimated Quantities	Unit of Measure	Thermoplastic		Paint	
				Unit Price	Total Cost	Unit Price	Total Cost
1	Removal of existing markings, per square foot	250	Square Foot	\$2.50	\$625.00	\$2.50	\$625.00
2	Removal of RPMs, each	440	Each	\$1.00	\$440.00	\$1.00	\$440.00
3	Supply and install RPMs, each	440	Each	\$5.00	\$2,200.00	\$5.00	\$2,200.00
				TO	\$3,265.00	TOT	\$3,265.00
				TAL		AL	
4	Minimum Trip Charge		Each	\$850.00	\$850.00	\$650.00	\$650.00
GRAND TOTAL (GROUP II: Items 1 - 3)						\$6,530.00	

SECTION 3 - SCOPE OF WORK

Project Description:

The City of Port Orange is soliciting sealed competitive bids for replacement of deteriorated pavement markings with thermoplastic and/or paint on public maintained streets and parking lots.

SPECIFICATIONS

- A. General Work: Requirements shall include the replacement of deteriorating pavement markings with thermoplastic and/or paint on public streets and parking lots.
- B. New roadway construction: Shall include layout and striping, in accordance with construction plans as provided by the city. The above may include both permanent or temporary pavement markings in paint and subsequent final markings in thermoplastic following a new pavement cure time as directed by the Public Works Director or designee. Pavement cure time may range from forty-eight (48) hours to ten (10) days.
- C. Replacement or modification of existing markings: Shall include, but not limited to, restriping in thermoplastic and/or paint at intersections, roadway segments, and public parking lots throughout the City as directed by the Public Works Director or designee.
 - a. Priority of restriping projects shall be as directed by the Public Works Director or designee, shall be reviewed periodically and is subject to change with reasonable notice.
 - b. Replacement of existing parking shall generally require restriping in thermoplastic and/or paint in the same pattern, pavement legends, and symbols, stop bars, and crosswalks currently existing.
 - c. Modifications to exiting markings shall be required at various time and locations. Some instances shall require removal of all non-applicable markings before, during, or immediately following installation of new markings.
 - d. Thickness and Dimensions of Markings: For flat thermoplastic markings provide a thickness of 0.100 to 0.150 inches when measured above the pavement surface.
 - e. Removal of existing pavement markings such that scars or traces of removed markings will not conflict with new stripes and markings through grinding, plane, or various means of high-pressure water/steam removal shall accomplish pavement-marking removal. The use of black paint to obliterate non-applicable markings is contrary to FDOT, MUTCD and City standards and shall be prohibited.
 - f. Special conditions shall permit new markings to be placed on top of existing markings when pattern or color changes are required. These special conditions and the appropriate modification of existing markings shall be reviewed and approved by the Public Works Director or designee.
 - g. Raised reflective pavement markers (RPMs): Shall include installation of new, replacement of existing, and removal of old RPMs. RPMs shall be installed in accordance with the FDOT standards index and/or City's striping plans. Change/deviation from the FDOT standard index shall only be permitted with express written consent of the Public Works Director. Removal of existing RPMs shall be completed as to minimize the damage to pavement surfaces.
- D. Application equipment: The contractor shall supply all necessary tools and machines required to install, replace, modify, and remove thermoplastic paint and RPMs.
 - a. It shall be the contractor's responsibility to determine the most appropriate application equipment based on work description provided by the City in the form plans, on-site review and/or the pattern of the existing pavement markings.

- b. The choice of equipment shall ensure that the installation or replacement of all pavement markings is in accordance with FDOT standard index and shall be completed and satisfactory to the City.
- E. Materials-Contractor supplies: all traffic markings materials shall be one of the products listed on the FDOT Qualified Products List section 971. Exceptions shall only be permitted with express written consent from the City.
 - a. Thermoplastic
 - b. Paint
 - c. Reflective glass spheres (beads)
 - d. RPMs (in limited situations)
- F. Removal and disposal of all excess, spent, or removed materials including, but not limited to, solvents shall be the sole responsibility of the Contractor. No materials, packing, buckets, container, paints, thermoplastic, solvents, or hazardous materials shall be disposed of on public or private property, including road/street right-of-way's adjacent to or near the work site.
- G. The Contractor shall follow all rules and regulations related to disposal of materials, as prescribed by OSHA and the State of Florida Department of Environmental Protection (FDEP). Failure to do so, at a minimum, shall result in cancellation of the contract.
- H. Maintenance of Traffic (MOT):
 - a. The Contractor shall be responsible for MOT at all times and shall comply with the Manual of Uniform Traffic Control Devices (MUTCD), Temporary Traffic Control (part 6), the Florida Department of Transportation roadway and Traffic Designs Standard Index (latest edition).
 - b. Lane or road closures shall not be permitted without prior consent of the City's Public Works Director or designee. The Contractor shall adhere to any and all-time limits which may be imposed by the City.
- I. Work Schedule
 - a. As scheduled by the Project Manager.

End of Specifications

[Remainder of page is intentionally left blank]



EXHIBIT “2”

Payment and Performance Bond

Consisting of 3 Pages

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

PAYMENT AND PERFORMANCE BOND

(Public Works)

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

BOND NO. _____

PRINCIPAL:

Developer or Contractor: Better Barricades, Incorporated (Florida)
Principal Business Address: 1725 Tionoa Road
New Smyrna Beach, Florida 32168
Contact Person: Abbie N. Naff, President
Phone Number: (386) 427-4971

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: \$216,050.15

City Project Number: ITB 21-15 Street Striping

Description of Work: ITB 21-15 Street Striping

Project Location: Multiple Locations within the City of Port Orange, Volusia County, Florida

Legal Description: Multiple Locations within the City of Port Orange, Volusia County, Florida
Front Page

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

Better Barricades, Incorporated (Florida)

ITB 21-15 Street Striping

Bond No. _____

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

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

BY THIS BOND, We, **Better Barricades, Incorporated (Florida)**, 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 **Two HUNDRED SIXTEEN THOUSAND FIFTY AND 15/100 DOLLARS (\$216,050.15)**, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

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

Notice of Nonpayment and Time Limitations

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

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

IN WITNESS WHEREOF, this performance and payment bond is executed and shall be deemed an original, this _____, day of _____, 20__.

Attest:

BETTER BARRICADES, INCORPORATED (FLORIDA)
(Principal)

(As to Corporate Principal) Secretary

By: _____
Abbie D. Neff, President

(Witness to Principal)

(Corporate Seal)

(Surety)

(Witness to Surety)

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

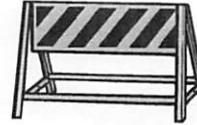
(Corporate Seal)

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.

Better Barricades, Inc.

1725 Tionia Rd., New Smyrna Beach, FL 32168-9290
(386) 427-4971 Fax (386) 427-8285



PRICE REDETERMINATION PROPOSAL

TO: CITY OF PORT ORANGE
Dept. of Public Works
407 Virginia Ave.
Port Orange, FL 32129

Date: 5/18/2023

Job Name: PORT ORANGE STREET STRIPING
ITB 21-15
2023 PRICE REDETERMINATION

ATTN: THOMAS DIEULIO
Operations Manager

Location: Port Orange

We hereby submit specifications and estimates for: **PAVEMENT MARKINGS**

Description	Quantity	Unit	THERMO DBL DRP	THERMO SNGL DRP	PAINT PER LF
6" YELLOW STRIPE	10	LF	\$1.1250	\$1.0688	\$0.4500
8" WHITE STRIPE	10	LF	\$1.2375	\$1.1812	\$0.6187
12" WHITE STRIPE	10	LF	\$3.7688	\$3.4875	\$0.6187
18" YELLOW STRIPE	10	LF	\$5.4560	\$5.1750	\$2.8688
18" WHITE STRIPE	10	LF	\$5.4560	\$5.1750	\$2.8688
24" WHITE STRIPE	10	LF	\$7.4250	\$6.8625	\$3.4312
ARROW, SYMBOL	10	LF	\$86.6250	\$78.7500	\$47.8125
LEGEND (SCHOOL, ONLY)	10	LF	\$174.3750	\$146.2500	\$75.9375
MINIMUM TRIP CHARGE	10	EA	\$956.2500		\$731.2500

BBI is requesting a 12.5% price redetermination on the above Line Items to cover unanticipated Labor, Equipment and Materials increases from Bid Date June 2021.

Notes:

This proposal is a unit price agreement. Invoicing will be based upon actual quantities of markings installed.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. This Proposal is contingent upon acceptable and verifiable project financing.

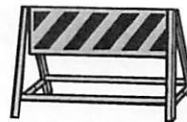
Submitted by:

Christopher G. Kennedy

Christopher G. Kennedy, Vice President

Better Barricades, Inc.

1725 Tionia Rd., New Smyrna Beach, FL 32168-9290
(386) 427-4971 Fax (386) 427-8285



SUMMARY OF INCREASES

TO: CITY OF PORT ORANGE
Dept. of Public Works
407 Virginia Ave.
Port Orange, FL 32129

Date: 5/18/2023

Job Name: PORT ORANGE STREET STRIPING
ITB 21-15
2023 PRICE REDETERMINATION

ATTN: THOMAS DIEULIO
Operations Manager

Location: Port Orange

Please see attached supportive documentation, Invoices/ Sales Quotations

LABOR- ACTUAL BBI REPRESENTATION

	2021 HOURLY	2023 HOURLY	% INCREASE
BBI LEAD : R G\$#%&*(H	\$23.00	\$24.50	7%
BBI HELP : J N#\$F	\$14.00	\$17.00	21%

US BUREAU OF LABOR STATISTICS - PUBLISHED INCREASES

Table B-3. Average hourly and weekly earnings of all employees on private nonfarm payrolls by industry sector, seasonally adjusted - 2023 M04 Result
www.bls.gov/news.release/empsit.t19.htm

CONSTRUCTION HOURLY	\$34.33	\$36.19	5% AVG
---------------------	---------	---------	--------

EQUIPMENT OPERATION /FUEL

Gasoline and Diesel Fuel Update - U.S. Energy Information Administration (EIA)

www.eia.gov/petroleum/gasdiesel/

	Apr-22	Apr-23	
GASOLINE	\$2.93	\$3.55	21%
DIESEL	\$3.28	\$4.07	19%

MATERIALS INCREASE

	Apr-23	May-23	
PAINT-PER GALLON			
YELLOW	\$11.98	\$13.84	16%
WHITE	\$12.78	\$14.91	17%

THERMOPLASTIC-TON

YELLOW EXTRUDED	\$1,597.50	\$1,762.58	10%
WHITE EXTRUDED	\$1,650.75	\$1,815.82	10%

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. This Proposal is contingent upon acceptable and verifiable project financing.

Submitted by:

Christopher G. Kennedy

Christopher G. Kennedy, Vice President

Frey, Denyce

From: ckennedy@betterbarricades.com
Sent: Friday, May 19, 2023 9:56 AM
To: Frey, Denyce
Cc: 'Abbie Naff'
Subject: [EXT] CITY OF PORT ORANGE STREET STRIPING ITB 21-15 - PRICE REDETERMINATION
Attachments: 20230519092355149.pdf; 20230519092342822.pdf; 05-19-23 CITY OF PORT ORANGE STREET STRIPING PRICE REDETERMINATION 1.pdf; 05-19-23 CITY OF PORT ORANGE STREET STRIPING PRICE REDETERMINATION 3.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Denyce,

Per our conversation:

Please find and accept this request, as per article 15 "Modifications or Changes to this Contract, City of Port Orange Standard Contract For Services".

We respectfully ask and submit for the City's review and consideration of a 12.5% increase, per each Line Item, in a Price Redetermination / Equitable Adjustment due to across the board increases in Labor, Equipment and Materials, since the time of bid in June 2021.

Labor costs have risen dramatically with the increase in the minimum wage and the shortage of construction workers. This has been well publicized and documented by the Bureau of Labor and Statistics. In addition, overhead costs such as Bond Premium, Health Care Insurance, Payroll Burden/Tax and employee benefits have risen in excess of 28% in the 2 years since execution of this contract. All construction materials have seen significant increases in part, due to fuel and transportation, but the increased demand and subsequent supply shortages have created increases not seen in recent years.

Please find the following supportive documents and references in support of this request.

- 1) PRICE REDETERMINATION PROPOSAL- *Contract Line Item Format*.
- 2) SUMMARY OF SIGNIFICANT INCREASES, LABOR, EQUIPMENT & MATERIALS
- 3) SUPPORTIVE MATERIAL QUOTES & INVOICES, CURRENT AND PRIOR YEARS
- 4) REFERENCE STANDARDS -GOVERNMENTAL DATA

Gasoline and Diesel Fuel Update - U.S. Energy Information Administration (EIA)

Table B-3. Average hourly and weekly earnings of all employees on private nonfarm payrolls by industry sector, seasonally adjusted - 2023 M04 Results (bls.gov)

We appreciate your consideration and review. Please advise if any addition documentation or inquiries are needed, at your earliest convenience.

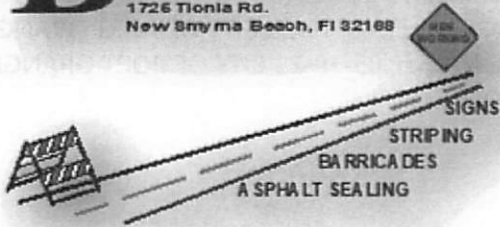
Sincerely,

Christopher G. Kennedy

Vice President
BETTER BARRICADES, INC.
386 589 4003

Better Barricades, Inc.

1726 Tionia Rd.
New Smyrna Beach, FL 32188



START YOUR NEW CAREER IN TRAFFIC CONTROL

386-427-4971



CROWN USA INCORPORATED

36 Industrial Park Drive
P.O. Box 789
Woodbury, GA 30293
(706) 553-9500
FAX (706) 553-9501

April 1, 2022

2022 PRICING

Better Barricades,

Crown USA, Inc. is pleased to quote the following for your Paint needs:

Product Code	Description	Price / Gallon
FFW-254	Florida 2-min FD White	\$12.00
FFY-255	Florida 2-min FD Yellow	\$11.25
FFB-257	Florida 2-min FD Black	\$11.00
FHB-286	Florida Hi-build Durable White	\$12.70
FHB-287	Florida Hi-build Durable Yellow	\$11.85

10/17AX

11.278

11.98

FOB: FOLEY, AL

TERMS: NET 30 DAYS

Thank you for this opportunity to submit this quotation. If you have any questions or comments regarding this quote, please call 800-557-8810 or your sales representative.

PAINT

Terms & Conditions of Sale
If payment is made by credit card, a 3% credit card fee will apply.
Prices exclude any applicable taxes.
These prices are subject to change without notice.



CROWN

USA INCORPORATED

36 Industrial Park Drive
P.O. Box 789
Woodbury, GA 30283
(708) 553-9500
FAX (708) 553-9501

January 18, 2023

Better Barricades

2nd Price Increase.

Crown USA, Inc. is pleased to quote the following for your Paint needs:

EFFECTIVE FEB. 2, 2023

Product Code	Description	Price / Gallon
FFW-254	FL FD White (1.5#/Gal. TiO2) APL# 710-001-016	\$13.40
FFW-256	FL FD White (1.0#/Gal. TiO2) APL# 710-001-023	\$12.15
FFY-255	FL FD Yellow APL# 710-002-019	\$12.55
FHB-286	FL Hi-Build White	\$13.70
FHB-287	FL Hi-Build Yellow	\$13.15

NTAX

3 14.27 ~~11.49~~

Increase 12.4%

~~13.36~~ - 1.38

Increase 12.5%

This quote is good for full truckload shipments through June 30, 2023

FOB: Destination

TERMS: NET 30 DAYS

Thank you for this opportunity to submit this quotation. If you have any questions or comments regarding this quote, please call 800-557-8810.

PAINT

Terms & Conditions of Sale
If payment is made by credit card, a 3% credit card fee will apply.
Prices exclude any applicable taxes.



CROWN
USA INCORPORATED

P.O. Box 789
35 Industrial Park Drive
Woodbury, GA 30293
www.crownusa.com
Telephone Number: (706) 553-9500
Fax Number: (706) 553-9501

MAY 2023

SALES ORDER
62536

Current 2023 Pricing
3rd Increase

Sold To:

Ship To:

Better Barricades
1725 Tionia Rd
New Smyrna Beach FL 32168-5446

Better Barricades
1725 Tionia Rd
New Smyrna Beach FL 32168-5446
Chris Kennedy 386-589-4003

Current Date/Time	Ship Date	Ship Time	Customer PO Number	F.O.B	Ship Via
5/16/2023	05/22/2023		Verbal	Foley	Flat Bed
8:58 AM	Credit Terms		Net 30		
C00523				Crown Salesperson	KGuidry

QTY		Formula Code	Formula Description	Price Per Unit	Extended Price
55.00	gal	F-AWA-292-55	WHITE TTP-1952F TYPE II WHITE A.R. - 55	\$15.50	\$852.50
110.00	gal	F-AYA-295-55	YELLOW TTP-1952F TYPE II L.F. YELLOWAR - 55	\$16.20	\$1,782.00
550.00	gal	FFW-254-55	WHITE FL 2 MIN WHITE-710-001-016 - 55	\$14.00 \$14.91	\$7,700.00 \$14.91
240.00	gal	FFW-254-05	WHITE FL 2 MIN WHITE 710-001-016 - 5	\$14.00	\$3,360.00
550.00	gal	FFY-255-55	YELLOW FL 2 MIN LF YELLOW 710-002-019 - 55	\$13.00 \$13.84	\$7,150.00 \$13.84

Tax: \$1,275.68 w Tax

Order Total: \$22,120.18

Order Notes:

PAINT

Customer Contact: Dale Hutchinson
Phone Number:
Phone Number #2:
Fax Number:

Customer Signature:

Date:



CROWN USA INCORPORATED

36 Industrial Park Drive
P.O. Box 789
Woodbury, GA 30293
(706) 553-9500
FAX (706) 553-9501

January 18, 2023

Better Barricades

2nd Price Increase.

Crown USA, Inc. is pleased to quote the following for your Paint needs:

EFFECTIVE FEB. 2, 2023

Product Code	Description	Price / Gallon
FFW-254	FL FD White (1.5#/Gal. TiO2) APL# 710-001-016	\$13.40
FFW-256	FL FD White (1.0#/Gal. TiO2) APL# 710-001-023	\$12.15
FFY-255	FL FD Yellow APL# 710-002-019	\$12.55
FHB-286	FL Hi-Build White	\$13.70
FHB-287	FL Hi-Build Yellow	\$13.15

NTAX

3 14.27 - 1.49

Increase 12.4%

\$13.36 - 1.38

Increase 12.5%

This quote is good for full truckload shipments through June 30, 2023

FOB: Destination

TERMS: NET 30 DAYS

Thank you for this opportunity to submit this quotation. If you have any questions or comments regarding this quote, please call 800-557-8810.

PAINT

Terms & Conditions of Sale
If payment is made by credit card, a 3% credit card fee will apply.
Prices exclude any applicable taxes.



CROWN
USA INCORPORATED

PO Box 789
35 Industrial Park Drive
Woodbury, GA, 30293-0789
Phone: (706) 553-9500
Fax: (706) 553-9501

Date May 23, 2022	Page 1
Invoice Number 19083	
Bill of Lading 7309	

Invoice

2022

Sold To:

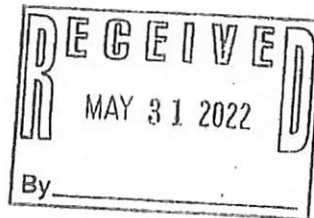
Better Barricades
1725 Tionia Rd
New Smyrna Beach FL 32168-5446

Ship To:

Better Barricades
1725 Tionia Rd
New Smyrna Beach FL 32168-5446

PO Number 3024	Job Number	Cust. No. C00523	Ship Via Flat Bed	Terms Net 30
-------------------	------------	---------------------	----------------------	-----------------

Units	Item Number	Unit Price	Unit Price	UOM	Extended Price
10.692	0451011	White Alkyd Extrude Pallet# 05022-211,212,213,214,215,216,217,218,219, 220,210	1,550.00	Ton	16,572.60
11.036	0451211	Yellow Alkyd Extrude Lead-Free Pallet# 01052-117,118,119,120,121,122,123,124,125, 126,116	1,500.00	Ton	16,554.00
		<u>Due Date</u> Jun 22, 2022			



Comments:

Based On Sales Orders 58873. Based On Deliveries 9174.

Subtotal	33,126.60
Total Sales Tax	2,012.60
Credit Card Fee	0.00
Freight Charge	2,100.00
Amount due	\$ 37,239.20

THERMO PLASTIC

SEE ATTACHED FOR TERMS AND CONDITIONS



CROWN

USA INCORPORATED

36 Industrial Park Drive
P.O. Box 789
Woodbury, GA 30293
(706) 553-9500
FAX (706) 553-9501

January 17, 2023

2023

Better Barricades

Crown USA, Inc. is pleased to quote the following products for your thermoplastic pavement marking needs:

EFFECTIVE FEB. 2, 2023

Product Code	Description	Specification	Unit Price
0451011	Alkyd	Tuffline FL White Extrude	\$1,705.00 / Ton
0451211	Alkyd	Ecotherm FL Yellow Extrude	\$1,655.00 / Ton
98-WAX-AHCA	Alkyd	Tuffline City/County White Extrude	\$1,365.00 / Ton
98-YAX-AACA	Alkyd	Ecotherm City/County Yellow Extrude	\$1,315.00 / Ton

10%
1815.82 165.07
1762.58 165.08
10%

This quote is good for full truckload shipments through June 30, 2023

FOB: Destination

Terms: Net 30 days

Thank you for this opportunity to submit this quotation. If you have any questions or comments regarding this quote, please call.

THERMO PLASTIC

Terms & Conditions of Sale
If payment is made by credit card, a 3% credit card fee will apply.
Prices exclude any applicable taxes.
These prices are subject to change without notice.



CROWN
USA INCORPORATED

PO Box 789
35 Industrial Park Drive
Woodbury, GA, 30293-0789
Phone: (706) 553-9500
Fax: (706) 553-9501

Date May 23, 2022	Page 1
Invoice Number 19083	
Bill of Lading 7309	

Invoice

2022

Sold To:

Better Barricades
1725 Tionia Rd
New Smyrna Beach FL 32168-5446

Ship To:

Better Barricades
1725 Tionia Rd
New Smyrna Beach FL 32168-5446

PO Number 3024	Job Number	Cust. No. C00523	Ship Via Flat Bed	Terms Net 30
-------------------	------------	---------------------	----------------------	-----------------

Units	Item Number	Unit Price	Unit Price	UOM	Extended Price
10.692	0451011	White Alkyd Extrude Pallet# 05022-211,212,213,214,215,216,217,218,219, 220,210	1,550.00	Ton	16,572.60
11.036	0451211	Yellow Alkyd Extrude Lead-Free Pallet# 01052-117,118,119,120,121,122,123,124,125, 126,116 <u>Due Date</u> Jun 22, 2022	1,500.00	Ton	16,554.00
och 2110 60705 RECEIVED MAY 31 2022 By _____					

Comments:

Based On Sales Orders 58873. Based On Deliveries 9174.

Subtotal	33,126.60
Total Sales Tax	2,012.60
Credit Card Fee	0.00
Freight Charge	2,100.00
Amount due	\$ 37,239.20

THERMO PLASTIC

SEE ATTACHED FOR TERMS AND CONDITIONS



BETTBAR-01

BENNETTSA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/2/2023

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

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

PRODUCER Insurance Office of America 1855 West State Road 434 Longwood, FL 32750	CONTACT NAME: Michael Rivale	
	PHONE (A/C, No, Ext): (407) 998-5403	FAX (A/C, No):
	E-MAIL ADDRESS: Michael.Rivale@ioausa.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Transportation Insurance Company	20494
	INSURER B: Ascot Specialty Insurance Company	45055
	INSURER C: Bridgefield Employers Insurance Company	10701
	INSURER D:	
	INSURER E:	
	INSURER F:	

INSURED

Better Barricades, Inc.
1725 Tionia Road
New Smyrna Beach, FL 32168-5446

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	4027222258	12/9/2022	12/9/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X		2055358766	12/9/2022	12/9/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			ESXS2210001618-01	12/9/2022	12/9/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ Aggregate \$ 1,000,000
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	83044643	3/11/2023	3/11/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Project Name: ITB 21-15 Street Striping

City of Port Orange, its officers, agents, and employees are additional insureds with respects to General Liability on a primary and non-contributory basis, and Auto Liability when required by written contract. Waiver of subrogation applies in favor of the additional insureds with respects to Workers' Compensation when required by written contract. NOC: 30day/10days non-payment of premium in accordance with policy provisions.

CERTIFICATE HOLDER

CANCELLATION

City of Port Orange Community Development Department Contractor Registration 1000 City Center Circle Port Orange, FL 32119	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



City of Port Orange

Agreement

RENEWAL FORM

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

To be completed by Contractor:

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

- ☒ Standard Contract for Service CA No. CA 7591
☐ Piggyback Agreement CA No: _____
☐ Purchase Order No. _____

Term From: 7/20/2023 To: 7/19/2024

Provided to City:

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

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

Verify your records by providing the following information:

Name of Company / Organization: Better Barricades, incorporated (Florida)

Name of Contact Person: Abbie D. Naff, President

Mailing Address: 1725 Tonia Road New Smyrna Beach, Florida 32168

Email Contact Address: ANAFF@BetterBarricade.com

Phone: (386) 427-4971

Fax: (386) 427-8285

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

Contractor's Authorized Representative: Christy B. Naff Date: 06/06/23
Signature

For City Use Only:

Department completes the following:

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

Agreement Expiration: _____

City Manager: _____ Date: _____

Please return to the City of Port Orange as follows:

Department: Dept. of Public Works & Utilities

Telephone: 386-506-5751

Contact: Julia Wiggins, Public Works & Utilities Business Manager

Email: jwiggins@port-orange.org

Original Signed Form Must Be Returned to the City Clerk

Revised 4/1/2020



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 7/18/2023

SUBJECT: (C8c) Approval of Change Order No. 1 to the Contract for Services with General Underground, LLC (CA8036) for the emergency temporary repairs at the Cambridge Stormwater Pump Station

DEPARTMENT: Engineering

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Change Order No. 1 to the Contract for Services with General Underground, LLC for the emergency temporary repairs at the Cambridge Stormwater Pump Station and authorizing Mayor and City Clerk to sign all necessary documents.

SUMMARY: The Engineering Department is requesting Council to approve Change Order No. 1 to the Contract for Services with General Underground (CA8036) for the emergency temporary repairs at the Cambridge Stormwater Pump Station in the amount of \$57,911 for a revised contract amount of \$499,571.

General Underground LLC has requested additional funds for fabrication of a custom 54" flange adapter. It was assumed when getting prices for the work that the flange would be a standard 36 bolt flange. Once repairs started, it was discovered that a 44 bolt flange was needed. This adapter was needed to connect the discharge of the pump to the piping for the temporary pumping improvements.

Additionally, Engineering increased the size of the discharge structure and added a fabriform concrete blanket for additional erosion control and energy dissipation of the 45,000 gallons per minute (gpm) discharge from the pump station.

Change Order No. 1 is for additional spending authority only. No additional time is requested.

Cambridge Pump Station Emergency Repairs - Hurricane Nicole



PRESENTER: Junos Reed

ATTACHMENTS:

1.	General Underground CO 1 - Cambridge Canal	General Underground CO 1 - Cambridge Canal.pdf
2.	General Underground CO 1 Request	General Underground CO 1 Request.pdf
3.	PO-002729 2023-02-01	PO-002729 2023-02-01.pdf

Julia Wiggins	Created/Initiated - 6/7/2023
Richard Colby	Approved - 6/7/2023
Junos Reed	Approved - 6/7/2023
John McKinney	Approved - 6/7/2023
Matthew Jones	Approved - 7/5/2023
Wayne Clark	Approved - 7/6/2023
Tracee Cody	Final Approval - 7/6/2023

CHANGE ORDER NO. 1
To the Contract for Services dated January 26, 2023
GENERAL UNDERGROUND LLC, Contractor

Project: Cambridge Pump Station Temporary Repairs (ZEM204)

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$441,660	Original Contract Times: Substantial Completion: 150 days Final Completion: 180 days July 25, 2023
Net changes from previous Change Order: No. __: \$ n/a	Changes in contract time from previous Change Orders: No. __: n/a days
Contract Price prior to this Change Order: \$441,660	Contract Completion Date prior to this Change Order: No. __: July 25, 2023 date
Net Increase (decrease) of this Change Order: No. 1 \$57,911	Changes in contract time requested this Change Order: No. 1 0 days
Contract Price with all approved Change Orders: \$499,571	Contract Times with all approved Change Orders: Final Completion: July 25, 2023

CHANGES ORDERED:

- I. GENERAL: This Change Order is necessary to cover changes in the work to be performed under the Contract for Services entered into by and between the parties on January 23, 2023.
- II. REQUIRED CHANGES: Change Order is necessary for fabrication of a 54" flange adapter and Engineering changes to increase the size of the discharge structure. No goods shall be delivered, nor services commenced hereunder until this Change Order has been fully executed by all parties.
- III. JUSTIFICATION: Change Order No 1 is needed for the fabrication of a 54" flange adapter and Engineering changes to increase the size of the discharge structure.
- IV. PAYMENT: Payment for this Change Order shall be made in accordance with the terms of the Contract for Services subject to a limit up to but not to exceed \$57,911, revised contract not to exceed \$499,871. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Florida Statutes Section 218.70 through 218.79, as amended.
- V. This Change Order may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Change Order shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Change Order.

Acknowledgments:

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

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

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

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

RECOMMENDED BY:

JUNOS REED

Department Project Manager

ACCEPTED BY:

CHRIS BROWN

General Underground LLC

By: _____
Junos Rees, City Engineer

By: _____
Chris Brown, Managing Member

Date Signed: _____

Date Signed: _____

RECOMMENDED BY:

N/A

City's Representative

RECOMMENDED BY:

N/A

Engineer of Record

By: _____
Printed Name: _____
Title: _____

By: _____
Printed Name: _____
Title: _____

Date Signed: _____

Date Signed: _____

APPROVED BY:
CITY OF PORT ORANGE
Department Head

By: _____
Junos Reed, City Engineer

Date Signed: _____

City Manager

By: _____
Wayne Clark, City Manager

Date Signed: _____

If Council approval is required:

Affirmed:

By: _____
Donald O. Burnette, Mayor

Robin L. Fenwick, MMC, City Clerk

Date Signed: _____

Date Signed: _____



General Underground LLC

PO Box 870

Chiefland, FL 32644

Office: (352) 493-7782

Fax: (352) 493-7785

To: Junos Reed

May 17, 2023

Final Change Order for City of Port Orange
Cambridge Pump Station Temporary Improvements

1. Increased from original size of 54" Concrete Stormwater Discharge Diffuser/Energy Dissipater	\$26,827.50
2. Addition: Fabiform Environmental Erosion Control	\$19,547.50
3. Custom Flange Adapter 36 to 44 Bolt Built to connect pump station to standard 54" flange connector.	\$10,400.49
Bond fees (2%)	\$1,135.51

Total	\$57,911.00
-------	-------------

Bond is required, add 2.0% to the total.

Thank You for the opportunity to be a part of this project and should you have any questions, please do not hesitate to contact us.

General Underground, LLC



CITY OF PORT ORANGE

PURCHASE ORDER

PLEASE SEND INVOICE TO:
ACCOUNTS PAYABLE
P.O. BOX 291759
PORT ORANGE, FL 32129-1759
TELEPHONE 386-506-5700
apbilling@port-orange.org

P.O. NUMBER

PO-002729

THIS NUMBER MUST APPEAR ON ALL
PACKING LISTS, LABELS, BILL OF LADING
CORRESPONDENCE.

DATE: 02/01/2023
STATE TAX EXEMPT #85-8012621673C-3
FED. EXCISE TAX #59-80-0185K
REQUISITION # REQ-003172

Page 1 of 6

VENDOR:

General Underground, Llc
P.o. Box 870
Chiefland, FL 32644
United States of America

SHIP TO:

Public Works
City of Port Orange
1395 Dunlawton Ave
Port Orange, FL 32129
United States of America

Buyer:

Joseph Castro
(386) 506-5717
purchdiv@port-orange.org

Contract Number

DATE REQUIRED BY:

07/26/2023

FOB:

Destination

Service Lines

Line Number	Item Name	Description	Start Date	End Date	Amount
1		Emergency Construction Services for the Cambridge Pump Station - Standard Contract for Services CA8036	01/26/2023	07/26/2023	441,660.00
		Installing a temporary pumping improvement for the Cambridge Pump Station due to damages relating to Hurricane Nichole			
		Performance and Payment bond is required			
TOTAL					441,660.00

Total: \$441,660.00

Memo: In accordance with CA8036.
No work is to begin until the City has issued the Notice of Proceed.

City Manager

IMPORTANT - TO RECEIVE PAYMENT ALL INVOICES AND SHIPPING LABELS MUST SHOW PURCHASE ORDER NUMBER & DATE

CITY OF PORT ORANGE

PURCHASE ORDER

PLEASE SEND INVOICE TO:

ACCOUNTS PAYABLE

P.O. BOX 291759

PORT ORANGE, FL 32129-1759

TELEPHONE 386-506-5700

apbilling@port-orange.org

P.O. NUMBER

PO-002729

THIS NUMBER MUST APPEAR ON ALL
PACKING LISTS, LABELS, BILL OF LADING
CORRESPONDENCE.

DATE: 02/01/2023

STATE TAX EXEMPT #85-8012621673C-3

FED. EXCISE TAX #59-80-0185K

REQUISITION # REQ-003172

Page 2 of 6

Messages

"THIS ORDER IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS, WHICH MAY NOT BE CHANGED EXCEPT AS EXPRESSLY AGREED IN WRITING SIGNED BY BUYER.

SHIPPING AND BILLING INSTRUCTIONS

1. Unless otherwise specified on the face of this Purchase Order or Visa Order all deliveries are for ""inside delivery.""
 2. Seller shall notify Buyer of deliveries that require special handling and/or assistance for off-loading. Failure to notify Buyer concerning this type of delivery will result in billing to Seller of any resulting re-delivery, storage, or handling charges.
 3. Transportation Charges on all shipments must be fully prepaid by Seller. All shipments are FOB Destination, title transfer will take place at delivery site. If Purchase Order authorizes addition of freight to invoice, Seller must attach a copy of the prepaid Freight Bill when rendering invoice. C.O.D. shipments will not be accepted.
 4. If Purchase Order authorizes addition of freight to Invoice, Seller is expected to make complete shipments in accordance with Purchase Order schedule. Any increase in freight cost resulting from unauthorized split shipments will be borne by Seller.
 5. Unless otherwise specified on the face of this Purchase Order all deliveries are to be made during the hours 8:00 a.m. to 4:00 p.m. Monday thru Friday, excluding holidays.
 6. All shipments must be accompanied by a Packing List containing: the Seller's Packing List Number, the Buyer's Purchase Order Number or Visa account number and an itemized description of items shipped.
 7. When multiple shipments are required to complete this order the final shipment must be so indicated on the Seller's Packing List and Invoice.
 8. Seller shall render separate Invoices for each Purchase Order or Visa Order and each delivery. All Invoices in addition to containing the Purchase Order Number or Visa Account Number should refer to the Seller's Packing List Number.
 9. Invoices shall specify cash discounts. The payment period shall be calculated from the date acceptable Invoices are received or the date goods are received, whichever last occurs. Penalties will not be paid.
- All payments will be made as soon as practicable. 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 the bidder offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D.
10. Cities are exempt from federal excise tax, transportation tax and state sales tax. Do not include these taxes in your invoice. Exemption Certificate will be signed upon request.
 11. Invoice or Invoices will not be paid until all item(s) on this Purchase Order are received in full, unless prior approval for partial payment has been made and is indicated on the face of this Purchase Order.
 12. Seller shall mail Invoice to: City of Port Orange, Finance Department, 1000 City Center Circle, Port Orange, FL 32129

CONDITIONS

1. PRICE. Unless otherwise specified, prices shall be F.O.B. Destination; shall be invoiced as specified herein and shall include all customs duties and applicable taxes. Payment will be made only in accordance with this Order.

2. QUANTITY. The specific quantity ordered must be delivered in full and not be changed without the Buyer's consent in writing. Any unauthorized quantity received is subject to Buyer's rejection and return at Seller's expense.

No allowances for trade practices will be accepted unless expressly agreed to by Buyer in writing.

3. PACKING. Seller will pay all charges for containers, crating, boxing, bundling or dunnage, unless stated herein.

The Seller agrees to assume and pay all extra expense accruing because of improper packing.

4. DELIVERY. Time is of the essence of this contract. Seller is hereby advised that Buyer may become liable to others if Seller fails to deliver goods and services of the quality and quantity specified herein, at the times specified herein. In addition to its other remedies for Seller's failure to make sufficient progress in the work to endanger timely delivery, Buyer may require Seller to ship the goods by any means of transportation Buyer specifies and any additional costs for such transportation services shall be paid by Seller. In addition to its other remedies for Seller's failure to deliver on time, Buyer may refuse to accept and pay for any late delivery of any goods or services. Seller shall bear the risk of loss or damage for all goods until actual receipt and acceptance thereof by Buyer. Goods shall be delivered free of all liens of third parties. Seller waives all rights in liens in any property arising from its performance under this order.

5. ASSIGNMENT. Seller shall not delegate, sublet or subcontract any duties nor assign any rights or claims under this Purchase Order without the prior express written consent of the Buyer. Failure to comply with the provisions in this paragraph shall affect, at the option of the Buyer, a cancellation of the Buyer's obligations hereunder.

CITY OF PORT ORANGE
PURCHASE ORDER

P.O. NUMBER

PO-002729

PLEASE SEND INVOICE TO:

ACCOUNTS PAYABLE

P.O. BOX 291759

PORT ORANGE, FL 32129-1759

TELEPHONE 386-506-5700

apbilling@port-orange.org

THIS NUMBER MUST APPEAR ON ALL
PACKING LISTS, LABELS, BILL OF LADING
CORRESPONDENCE.

DATE: 02/01/2023

STATE TAX EXEMPT #85-8012621673C-3

FED. EXCISE TAX #59-80-0185K

REQUISITION # REQ-003172

Page 3 of 6

6a. **TERMINATION FOR CONVENIENCE.** Buyer shall have the right at any time to terminate or to suspend this contract, in whole or in part for Buyer's convenience, by mailing written notice to Seller. In the event of such termination or suspension Buyer will make an equitable payment to Seller provided that Seller is not then delinquent in its performance to Buyer. In no event will such payment exceed the total price herein. Buyer may terminate or suspend this contract for its convenience whether or not its contract has been terminated or suspended by others.

6b. **TERMINATION FOR DEFAULT.** Buyer may by written notice of default, mailed to Seller, terminate this contract in whole or in part (1) immediately for failure of Seller to deliver the goods or to supply the services within the time specified herein; (2) for failure of Seller to perform any of the provisions of this contract; or for failure of Seller to make sufficient progress in the work for this Order so as to endanger in Buyer's opinion the timely and proper performance of Buyer's contractual obligations to others; (3) because of defects in supplies, workmanship or quality, or because services or products furnished are not in accordance with approved samples of specifications issued in connection herewith, or if performance by Seller is prevented by causes beyond Seller's control, or if Seller fails to comply with the other terms and conditions of this order, or if Seller is bankrupt, insolvent or has a receiver appointed for it; however, under (2) above termination shall occur only after Seller's failure to cure such default within seven days after receipt by Seller of such notice.

7. **REJECTION.** Buyer shall have a reasonable period of time after receipt to inspect goods and services supplied and to reject (in whole or in part), or to retain (in whole or in part) subject to a claim for damages, such goods and services as are in its judgment defective. Goods so rejected and goods supplied in excess of quantities specified herein may be returned at Seller's risk and expense for credit or replacement at Buyer's option, and all handling and transportation expenses both ways shall be assumed by Seller. Payment for, or use of, any or all of the goods or services supplied hereunder shall not constitute acceptance of waiver of defects by the Buyer. Nothing in this paragraph shall in any way limit Buyer's rights under paragraph 9 (warranty) hereof.

8. **PATENTS/COPYRIGHTS.** Seller warrants that the use or sale of any of the goods supplied hereunder will not infringe any patents or copyrights, United States or Foreign. Seller agrees to defend, protect and save harmless Buyer, its successors, assigns, customers and users of its products, against all suits at law or in equity, and from all damages, expenses, claims and demands for actual or alleged infringement of any patent or copyright by reason of the sale or use of the goods supplied hereunder or any part thereof.

9. **WARRANTY.** Seller warrants that all material, equipment and services furnished hereunder will conform to specifications, drawings, samples, or other description furnished or approved by Buyer; will be fit and sufficient for the purposes intended; will perform as specified herein; will be free from defects and merchantable. This warranty will run to Buyer, its successors and assigns, and to the Buyer's customers and users of the Buyer's products. Seller shall be liable to Buyer for all damages and expenses resulting from Seller's failure to make timely delivery of goods and services of the quantity and quality specified, whether or not Buyer rejects such goods and services, in whole or in part, or terminates this contract.

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.

10. **CHANGES.** Buyer reserves the right at any time to change this Order in any particular with respect to the goods and/or services not theretofore shipped thereunder. If any such change shall increase Seller's cost of performance, Seller shall immediately notify Buyer thereof and an equitable adjustment in the price shall be made by written amendment to the Purchase Order.

This is the entire agreement between Buyer and Seller as respects items covered hereby and all modifications must be in writing. Reference in this order to Seller's quotation does not imply acceptance of any terms and conditions in such quotation. Any terms and conditions in such quotation which are in addition to or inconsistent with the terms and conditions contained in this order shall not be part of this agreement.

An acknowledgment which contains terms in addition to or inconsistent with the terms of this Order, or a rejection of any term of this Order, shall be deemed to be a counter offer to Buyer and shall not be binding upon Buyer unless acceptance thereof is made in writing to the Seller. However, performance by Seller, in the absence of written acceptance of such counter offer by Buyer, shall be deemed to be performance in accordance with the terms of this Purchase Order.

11. **INDEMNIFICATION AND CERTIFICATIONS.** If any work or services to be supplied hereunder are performed by Seller on Buyer's premises or on the premises of others for whom Buyer is performing services, Seller will indemnify and save harmless Buyer against any loss, damage or expense by reason of injuries to persons (including death) or damage to property arising out of the use of said premises by Seller, its agents, representatives, contractors, subcontractors or employees. Upon request Seller will furnish Certificate of Insurance showing coverage satisfactory to Buyer for workmen's compensation, public liability and property damage. Seller will also furnish, if requested sworn statements and waivers of lien with respect to, or arising out of goods and services supplied hereunder in form satisfactory to Buyer.

13. **REMEDIES.** The remedies herein reserved to Buyer shall be cumulative, and in addition to any remedies provided by law. No waiver of a breach of any provision shall constitute a waiver of any other breach, or of such provision.

14. **FABRICATION.** Unless specific delivery dates are provided in this Purchase Order, Seller shall not fabricate any of the supplies, covered by this Purchase Order, or procure any of the materials required in their fabrication, except to the extent authorized in written instructions forwarded to Seller by Buyer. Buyer shall have no responsibility for materials for which written fabrication and/or delivery instructions have not been provided. Buyer may from time to time change shipping schedules specified in this Purchase Order or contained in such written instructions, or direct temporary suspension of such scheduled shipments.

15. **REPAIRS.** Defective items at option of Buyer and upon notice to Seller will be repaired by Buyer or returned to Seller for repair, in either case, at Seller's risk and expense. Items which are rejected and returned are not to be replaced without the prior written permission of the Buyer. In the event that return of the equipment to Seller is not practical, Seller will at Buyer's request, make repairs at Buyer's location.

CITY OF PORT ORANGE
PURCHASE ORDER

P.O. NUMBER

PO-002729

PLEASE SEND INVOICE TO:

ACCOUNTS PAYABLE

P.O. BOX 291759

PORT ORANGE, FL 32129-1759

TELEPHONE 386-506-5700

apbilling@port-orange.org

THIS NUMBER MUST APPEAR ON ALL
PACKING LISTS, LABELS, BILL OF LADING
CORRESPONDENCE.

DATE: 02/01/2023

STATE TAX EXEMPT #85-8012621673C-3

FED. EXCISE TAX #59-80-0185K

REQUISITION # REQ-003172

Page 4 of 6

16. BAILMENTS. Any material furnished by Buyer (and not sold to Seller) in conjunction with this order shall be deemed as held by Seller as a Bailee and Seller agrees to keep the same fully insured for the benefit of Buyer and to pay for all such material spoiled by it or not otherwise satisfactorily accounted for.

17. GENERAL. Shipment of any part of the goods or services to be supplied hereunder shall constitute acceptance of this Purchase Order and its terms and conditions. In the event of any inconsistency between the terms of this Order and Seller's acceptance, the terms of this Order shall govern. No portion of this contract may be modified or waived unless Buyer expressly consents in writing to each such change. No omission by Buyer to enforce any provision of this contract shall constitute a waiver of its rights to enforce any provision thereafter.

18. ATTORNEY'S FEE. Whenever Buyer or Seller shall breach or fail to perform any of the conditions or provisions of this Purchase Order, and such failure or breach shall cause either party to incur any damages or expenses whatsoever, such damages or expenses so incurred, with legal interest, and including penalties, costs, and reasonable attorney's fees as hereinafter described in this paragraph, may be added to or deducted from the next accruing payments due as may be judicially determined. "Reasonable attorney's fees" shall be deemed to include fees at the pretrial, trial and appellate levels, in addition to costs of suit or arbitration.

19. PUBLIC RECORDS. To the extent required by the Florida Public Records Act, Chapter 119, F.S., the Contractor shall maintain and allow access to public records made or received in conjunction with the Purchase Order. The Purchase Order may be terminated for cause by the City for the Contractor's refusal to allow access to public records.

20. INTELLECTUAL PROPERTY. Unless specifically addressed in the Purchase Order, intellectual property rights to all property created or otherwise developed by the Contractor for the City will be owned by the City at the completion of the Purchase Order. Proceeds to any Agency derived from the sale, licensing, marketing or other authorization related to any such Agency-controlled intellectual property right shall be handled in the manner specified by City.

21. CONVICTED AND DEBARRED VENDORS. Vendors listed on the Convicted, Debarred, and Discriminatory Vendor Lists may not perform work as a contractor, supplier, subcontractor, or consultant under the Purchase Order in accordance with State and Federal Laws.

22. E-VERIFY. In accordance with Executive Order 11 -116, the Contractor agrees to utilize the U.S. Agency of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all new employees hired during the term of the Purchase Order for the services specified in the Purchase Order. The Contractor shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Purchase Order term.

23. NO SUBSTITUTIONS, quantity changes, or prices increases shall be made without prior written consent of the City other than stated on this form.

24. COMPLIANCE WITH LAWS. The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor shall comply with Section 247A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status.

CITY OF PORT ORANGE
PURCHASE ORDER

P.O. NUMBER

PO-002729

PLEASE SEND INVOICE TO:

ACCOUNTS PAYABLE

P.O. BOX 291759

PORT ORANGE, FL 32129-1759

TELEPHONE 386-506-5700

apbilling@port-orange.org

THIS NUMBER MUST APPEAR ON ALL
PACKING LISTS, LABELS, BILL OF LADING
CORRESPONDENCE.

DATE: 10/20/2022

STATE TAX EXEMPT #85-8012621673C-3

FED. EXCISE TAX #59-80-0185K

REQUISITION # REQ-00xxxx

Page 5 of 6

25. EQUAL EMPLOYMENT OPPORTUNITY:

(i) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(ii) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(iv) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vi) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(vii) The Contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work. Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Contractor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such contractor; and refer the case to the Department of Justice for appropriate legal proceedings.

26. DAVIS-BACON ACT: All transactions regarding this contract shall be done in compliance with the Davis Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Contractor shall comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141- 3144, and 3146- 3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor must be required to pay wages not less than once a week. This contract was conditioned upon the acceptance of the Department of Labor Wage Determination.

27. COPELAND ANTI KICK BACK ACT:

(i) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3, if applicable, which are incorporated by reference into this contract.

(ii) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(iii) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

28. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:

CITY OF PORT ORANGE
PURCHASE ORDER

P.O. NUMBER

PO-002729

PLEASE SEND INVOICE TO:

ACCOUNTS PAYABLE

P.O. BOX 291759

PORT ORANGE, FL 32129-1759

TELEPHONE 386-506-5700

apbilling@port-orange.org

THIS NUMBER MUST APPEAR ON ALL
PACKING LISTS, LABELS, BILL OF LADING
CORRESPONDENCE.

DATE: 10/20/2022

STATE TAX EXEMPT #85-8012621673C-3

FED. EXCISE TAX #59-80-0185K

REQUISITION # REQ-00xxxx

Page 6 of 6

(i) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(ii) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (i) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (i) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (i) of this section.

(iii) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (ii) of this section.

(iv) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (i) through (iv) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (i) through (iv) of this section.

29. CLEAN AIR ACT (42 U.S.C. 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251- 1387) AS AMENDED. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Contractor agrees to report each violation to the City in writing and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. Contractor understands that violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA) and will assure compliance these provisions. Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FEMA.

30. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction or subcontract it enters into. This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of this Contract and to include a provision requiring such compliance in its lower tier covered transactions and subcontracts. The Contractor shall certify such.

31. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352) Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. Contractor agrees to comply with this provision. Contractor shall file the required certification.

32. PROCUREMENT OF RECOVERED MATERIALS: Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired

- (i) competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) meeting contract performance requirements; or
- (iii) at a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

[See and execute Appendices A and B attached]

**APPENDIX A CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND
OTHER RESPONSIBILITY MATTERS**

PRIMARY COVERED TRANSACTIONS

1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction or subcontracts it enters into. This certification is a material representation of fact relied upon by City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions or subcontracts.

2. The Contractor hereby certifies that the Contractor is complying with the requirements in Section 1 above. Further, the Contractor verifies that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

3. The Contractor further certifies to the best of its knowledge and belief that it and its principals and affiliates:

a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b) Have not within a three-year period preceding this been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (3)(b) of this certification; and

d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

4. Where the Contractor is unable to certify to any of the statements in this certification, such prospective Contractor shall attach and explanation to this.
5. No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

STATE OF Florida
COUNTY OF Volusia

Contractor/Firm: General Underground, LLC

Date: JANUARY 12th, 2023

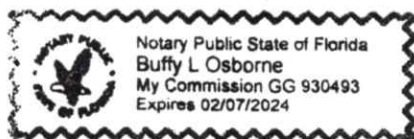
By: Chris Brown
Printed Name/Title: Chris Brown, President

The foregoing instrument was acknowledged before me by means of X physical presence or _____ online notarization, this 12TH day of JANUARY, 2023 by _____, as _____ of _____, a _____.

(He) or she is X personally known or _____ produced _____ as identification.

Buffy L. Osborne
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration



**APPENDIX B ETHICS CLAUSE AND CERTIFICATION REGARDING LOBBYING FOR
CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENT**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

STATE OF Florida
COUNTY OF Volusia

Contractor/Firm: General Underground, LLC

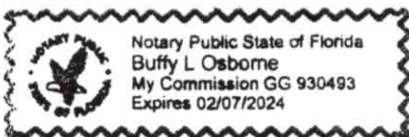
Date: JANUARY 12th, 2023

By: Chris Brown
Printed Name/Title: President

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12TH day of JANUARY, 2023, by _____, as _____ of _____, a _____. He or she is ☒ personally known or ☐ produced _____ as identification.

Buffy L. Osborne
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration





CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 7/18/2023

SUBJECT: (C8d) Approval of Task Authorization No. 1 with Advanced Roofing, Inc. for Roof Replacement on the Maintenance Barn at Cypress Head Golf Course

DEPARTMENT: Parks & Recreation

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Task Authorization No. 1 with Advanced Roofing for roof replacement on the maintenance barn at Cypress Head Golf Course and authorize the Mayor and City Clerk to execute the associated documents.

SUMMARY: The roof on the maintenance barn at Cypress Head golf course is over 30 years old and needs to be replaced. We have experienced multiple leaks and water damage inside the building. The total cost for replacement is \$74,730. This project is budgeted in the FY23 capital budget for the golf course. Advance Roofing was awarded RFSQ 22-14 Roof Repairs and Replacements dated May 3, 2023, contract #CA7981.

PRESENTER: Susan Lovallo

ATTACHMENTS:

1.	Task Authorization No 1 Maintenance Barn Roof Replacement - Advanced Roofing, Inc. RFSQ 22-14	Task Authorization No 1 Maintenance Barn Roof Replacement - Advanced Roofing, Inc. RFSQ 22-14.pdf
2.	Advanced Roofing Inc. 1.1.2024	Advanced Roofing Inc. 1.1.2024.pdf
3.	Advanced Roofing and Sheet Metal LLC AL WC 11.01.23	Advanced Roofing and Sheet Metal LLC AL WC 11.01.23.pdf
4.	Advanced Roofing 3.7.25	Advanced Roofing 3.7.25.pdf
5.	Proposal - Port Orange - Cypress Head Maintenance Shed 5-3-23	Proposal - Port Orange - Cypress Head Maintenance Shed 5-3-23.pdf

Jennifer Cox
Susan Lovallo
Jill Poolman
John McKinney
Matthew Jones
Wayne Clark
Tracee Cody

Created/Initiated - 6/20/2023
Approved - 6/26/2023
Approved - 6/28/2023
Approved - 7/5/2023
Approved - 7/6/2023
Approved - 7/6/2023
Final Approval - 7/7/2023

TASK AUTHORIZATION NO. 1
Standard Contract for Services dated March 7, 2023
Between the City of Port Orange, Florida and Advanced Roofing, 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 **ADVANCED ROOFING, INC.**, a Florida corporation with its principal place of business at 1950 North West 22nd Street, Fort Lauderdale, Florida 33311 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Standard Contract for Services as dated above, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. The Contract Administrator may be contacted as follows:

Name: Susan Lovallo, Parks and Recreation Director
Phone: (386) 506-5852
E-Mail: slovallo@port-orange.org
3. In addition to all other terms and conditions contained in the Contract, Contractor shall provide PBR Metal Panel Roof Replacement for the Cypress Head Maintenance Barn, and as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "1."
4. Contractor shall substantially complete the services to be provided herein within 21 days of the date of a written Notice to Proceed issued and executed by the City to the Contractor, with final completion 14 days thereafter ("Term"). City and Contractor agree and recognize that time is of the essence for services provided in this Task Authorization, and that the City will suffer financial loss if the services are not completed within the Term of this Task Authorization. Contractor agrees and recognizes that any delay in services provided shall constitute a material breach. Accordingly, the City and Contractor agree that as liquidated damages for delay, Contractor shall pay the City \$500.00 for each day that services have not reached substantial completion, in accordance with the Term as set forth herein above. Contractor and City agree and recognize that the liquidated damages set forth herein shall not be treated as a penalty and are just damages that are proportionate to any damages that might reasonably be expected to follow from a delay to final completion.
5. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "1" attached hereto and made a part hereof for all purposes, subject to a limit not to exceed \$74,730.00. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.
6. This Task Authorization may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Task Authorization.

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

Witnesses:

ADVANCED ROOFING, INC.

Printed Name: _____

By: _____

Jason Carruth, Vice President

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

Printed Name: _____

Date: _____

CITY OF PORT ORANGE

By: _____
Wayne Clark, City Manager **OR**
Donald O. Burnette, Mayor

Date: _____

ATTEST:

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

Date: _____

[CA 7981]

EXHIBIT “1”

Contractor's Quote

Consisting of 1 Page



CC-C024413

ESTABLISHED 1983

May 3, 2023

Mr. Kevin Sweat
City of Port Orange

Re: City of Port Orange- Cypress Head Maintenance Barn

PBR Metal Panel Roof Replacement

We are pleased to submit the following proposal for your consideration on the above referenced premises as follows. We agree to provide all labor, materials, tools, equipment and proper insurance with excess liability up to twelve (12) million dollars. Our scope of work includes a 24ga Galvalume PBR metal panel roof system. Pricing is as follows:

WORK SCOPE

Quotation for the Sum of.....\$74,730.00

Per RFSQ 22-14 Roof Repairs and Replacements

Roof Scope of Work:

1. Remove failed PBR panel metal roof system and associated flashings, internal gutter, and copings. (Existing insulation is to remain in place)
2. Fabricate and install new 24ga Galvalume internal gutter at existing locations with non-curing butyl sealant at laps. Laps to be secured with pop-rivets to create a compression seal.
3. Furnish and install new 24ga Galvalume (non-painted) PBR panel roof system fastened to existing purlins per manufacturer specifications.
4. Apply a bead of non-curing butyl sealant to metal panel side laps and secure side laps with stitch screws at 24" on center to meet Florida Building Code requirements for low-slope metal panel roof systems.
5. Fabricate and install 24ga galvalume flashings at all curbs and walls. Same to be sealed to field panels with a bead of non-curing butyl sealant and stitch screws.
6. Fabricate and install new 24ga galvalume flat wall cladding to interior parapet walls at existing locations.
7. Fabricate and install 24 Ga. Kynar Coping in manufacturer's standard color at top of all parapet walls.
8. Proposal includes a two (2) year guarantee on labor by Advanced Roofing, Inc.

Note: Proposal contingent upon approval of the proposed system by the AHJ with metal panels fastened into existing purlins at existing locations only. This proposal is good for 30 days.

Thank you for the opportunity to bid on this work. Should you have any questions or require any additional information, please do not hesitate to call.

Sincerely,
Wayne Mathews
Wayne Mathews
Key Account Manager

www.advancedroofing.com

800 638.6869 TEL 954.522.6868 FAX 954.566.2967
1950 NW 22nd Street | Fort Lauderdale | Florida 33311



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/13/2023

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 Frank H. Furman, Inc. 1314 East Atlantic Blvd. P. O. Box 1927 Pompano Beach FL 33061		CONTACT NAME: PHONE (A/C, No, Ext): (954)943-5050 FAX (A/C, No): (954)942-6310 E-MAIL ADDRESS: jhaase@furmaninsurance.com	
INSURED Advanced Roofing Inc Advanced Leasing Inc 200 Northstar Court Sanford FL 32771		INSURER(S) AFFORDING COVERAGE INSURER A: Greenwich Insurance Company INSURER B: Starr Indemnity & Liability Company INSURER C: Bridgefield Employers Ins Co INSURER D: Continental Casualty Co INSURER E: Federal Insurance Company INSURER F:	
		NAIC # 22322 38318 10701 20443 20281	

COVERAGES**CERTIFICATE NUMBER:** Jan 23 Sanford**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY	X		CGS740979404	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 2,000,000	
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000	
	☒ Contractual & XCU incl						MED EXP (Any one person) \$ 10,000	
	☒ Broad Form PD						PERSONAL & ADV INJURY \$ 2,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 4,000,000	
	☐ POLICY ☒ PRO-JECT ☒ LOC						PRODUCTS - COMP/OP AGG \$ 4,000,000	
	OTHER:						\$	
A	AUTOMOBILE LIABILITY	X		CAH740979504	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000	
	☒ ANY AUTO						BODILY INJURY (Per person) \$	
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$	
	☒ HIRED AUTOS ☒ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$	
						PIP-Basic \$ 10,000		
B	☐ UMBRELLA LIAB ☒ OCCUR			1000588143231	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 10,000,000	
	☒ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$ 10,000,000	
	☒ DED ☐ RETENTION \$ 0						excess over GL, AL, EL \$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	Y	830-56020	1/1/2023	1/1/2024	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
								E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Instal Floater 5% W/H 2500 AOP			4016260407	1/1/2023	1/1/2024	Each Jobsite 5,500,000	
E	Crime/EE Theft of Client Prop			82494026	1/1/2023	1/1/2024	Per Loss/Deductible 500,000/15,000	

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

Project: RFSQ #22-14 Roofing Repair and Replacement Services City of Port Orange is included as additional insured for General Liability and Auto Liability on a primary and noncontributory basis as required by written contract. Workers Compensation contain Waivers of Subrogation in favor of the Additional Insured. 30 day written notice of cancellation applies, except for nonpayment of premium, which is 10 days as required by contract.

CERTIFICATE HOLDER**CANCELLATION**

jpoolman@port-orange.org

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

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

AUTHORIZED REPRESENTATIVE

Tina Mangum/MR

© 1988-2014 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/02/2022

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

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

PRODUCER Moody Insurance Agency, Inc. 8055 East Tufts Avenue Suite 1000 Denver CO 80237	CONTACT NAME: Dave Simpson, CPCU PHONE (A/C, No, Ext): (303) 824-6600 E-MAIL ADDRESS: certrequest@moodyins.com FAX (A/C, No): (303) 370-0118																					
INSURED Advanced Roofing and Sheet Metal, LLC 2320 Burner Lane Fort Meyers FL 33912	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>General Security Indemnity Co of AZ</td><td>20559</td></tr><tr><td>INSURER B:</td><td>Valley Forge Insurance Co.</td><td>20508</td></tr><tr><td>INSURER C:</td><td>Endurance American Specialty Ins Co</td><td>41718</td></tr><tr><td>INSURER D:</td><td>Continental Casualty Company</td><td>20443</td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	General Security Indemnity Co of AZ	20559	INSURER B:	Valley Forge Insurance Co.	20508	INSURER C:	Endurance American Specialty Ins Co	41718	INSURER D:	Continental Casualty Company	20443	INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A:	General Security Indemnity Co of AZ	20559																				
INSURER B:	Valley Forge Insurance Co.	20508																				
INSURER C:	Endurance American Specialty Ins Co	41718																				
INSURER D:	Continental Casualty Company	20443																				
INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:** 2022-2023 Advanced Roof**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			GSA463911982500	11/01/2021	12/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			7036204159	11/01/2022	11/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	☐ UMBRELLA LIAB ☐ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$			See Attached	11/01/2021	12/01/2022	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000
D	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	7036205196	11/01/2022	11/01/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

Port Orange
1000 City Center Circle,
2nd Floor
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

Moody Insurance Agency

© 1988-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: 00007415

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**

Page ____ of ____

AGENCY Moody Insurance Agency, Inc.		NAMED INSURED Advanced Roofing and Sheet Metal, LLC	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance: Notes**Auto Liability:**

CNA 71527XX 102012 Form Attached Includes:

Blanket Additional Insured status applies only to the extent provided when required by written contract.

Primary and Non-Contributory status only to the extent provided when required by written contract.

Blanket Waiver of Subrogation applies only to the extent provided in form CNA 63359XX 042012 when required by written contract.

Excess Liability:

Excess Liability policy is on a follow form basis for the following underlying insurance coverages: General Liability, Automobile Liability, and Employers Liability. Additional insured status will follow when required by written contract including Primary and Non-Contributory status when required by written contract.

Workers' Compensation:

WC 000313 From Attached Includes Blanket Waiver of Subrogation. Status applies when required by written contract.

IMPORTANT:The policy forms referenced will be sent via email only. To obtain copies, please send your request with the email address to certrequest@moodyins.com



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Moody Insurance Agency, Inc.		NAMED INSURED Advanced Roofing and Sheet Metal, LLC	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

Additional Named Insureds:
Reconstruction Holdings, Inc.
Advanced Roofing & Sheet Metal
ARSM

Excess Auto Liability – (1M)
Carrier: Endurance American Specialty insurance Co
Policy# EXT30002101801
Policy Term: 11/1/2021 to 12/1/2022;
Each Occurrence Limit - \$1,000,000
Aggregate Limit - \$1,000,000

Umbrella Liability – layer 1 (5M)
Carrier: GuideOne
Policy# 099002241
Policy Term: 11/1/2021 to 12/1/2022;
Each Occurrence Limit - \$5,000,000
Aggregate Limit - \$5,000,000

Umbrella Liability – layer 2 (3M)
Carrier: Liberty Surplus Insurance
Policy# 100036953803
Policy Term: 11/1/2021 to 12/1/2022;
Each Occurrence Limit - \$3,000,000
Aggregate Limit - \$3,000,000

Professional Liability - Non Roofing
Carrier: Ironshore Specialty Insurance Company;
Policy# DCP7BABWAMI004
Policy Term: 11/1/2022 to 11/1/2023;
Professional Liability Limit - \$5,000,000

Professional Liability - Roofing
Carrier: Ironshore Specialty Insurance Company;
Policy# ICELLUW00135245
Policy Term: 11/1/2022 to 11/1/2023;
Professional Liability Limit - \$5,000,000

Contractors Pollution Liability:
Carrier: Ironshore Specialty Insurance Company;
Policy# ICELLUW00135245
Policy Term: 11/1/2022 to 11/1/2023;
Pollution Liability Limit - \$5,000,000.

Leased and Rented Equipment:
The Continental Casualty Company;
Policy# 7036204503
Policy Term: 11/1/2022 to 11/1/2023;
Limit - \$100,000

Installation Floater:
The Continental Casualty Company;
Policy# 7036204503
Policy Term: 11/1/2022 to 11/1/2023
Limit - \$1,000,000

CONTRACTUAL LIABILITY APPLIES PER POLICY TERMS AND CONDITIONS

General Liability:
Blanket Additional Insured status applies only to the extent provided in form CG 2010 0704 when required by written contract.
Completed Operations status applies only to the extent provided in form CG 2037 0704 when required by written contract.
Blanket Waiver of Subrogation applies only to the extent provided in form CG 2404 0509 when required by written contract.
Primary and Non-Contributory status only to the extent provided in form VEN 051 00 0115 when required by written contract.

Designated Project General Aggregate applies only to the extent provided in form VEN 079 01 0318



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this 7 day of March, 2023, 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 **ADVANCED ROOFING, INC.** ("Contractor"), a Florida corporation whose principal address is 1950 North West 22nd Street, Fort Lauderdale, Florida 33311. The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

(a) The Contractor hereby agrees to provide Roof Repair and Replacements, and as more specifically described in Request for Statement of Qualifications RFSQ 22-14 ("RFSQ 22-14"). This Contract together with RFSQ 22-14, and Contractor's submittal, all of which may be referred to as the "Contract" and all of which are made a part hereof by reference shall constitute the formal written Contract between the City and Contractor. For convenience, Section 3 Scope of Services and Requirements of RFSQ 22-14, attached hereto as Exhibit "1." A complete copy of RFSQ 22-14, and Contractor's submittal is available in the Office of the City Clerk. Contractor represents that they are familiar with the documents that make up the Contract, as referenced hereinabove.

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

Term: The term of this Contract shall commence on the date this Contract is signed by the Parties, and shall continue for a period of two (2) years (the "Term").

Renewals: Upon written agreement of the Parties, appropriation by City Council, and City Manager approval, this Contract may be renewed for up to two (2) two-year periods.

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

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

Authorization for Services: This Contract standing alone does not authorize the purchase of any goods or services or require the City to place any orders for goods or service. Authorization for the performance of services by the Contractor under this Contract shall be in the form of written Task Authorization(s) ("Task Authorization") issued and executed by the City and signed by the Contractor. A sample Task Authorization is attached hereto as Exhibit "2." Task Authorization(s) in an amount of \$100,000.00 or more, shall require a Payment and Performance Bond. At the discretion of the City, Task Authorization(s) may require a Payment and Performance Bond for work under \$100,000.00, said Payment and Performance Bond shall be included as an Exhibit to the Task Authorization (s). The City reserves the right to contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

2. City Obligations. In return for the services identified above, the City agrees to compensate the Contractor at the pricing set forth in periodic written quotes and purchase orders issued hereunder, subject to an amount not to exceed the appropriated budget per fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. Contract Documents. The following forms, attached as Exhibit "3," 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 Purchasing Manager, Jill Poolman ("Contract Manager"), shall perform contract administration of this Contract. The Department Head requesting the Task Authorization under this Contract, shall perform Contract Administration for their respective Task Authorization for services. For notice provisions, see the paragraph entitled "Notice."

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

6. Termination for Convenience of the City

(a) The parties agree that the City may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or part, whenever the City Manager of Port Orange shall determine that such termination is in the best interest of the City.

(b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the City Manager or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Contractor shall:

- (i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
- (ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;
- (iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;
- (iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and
- (v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of termination, unless one or more extensions of three (3) months each are granted by the Finance Director.

(e) The Finance Director, with the approval of the City Manager, shall pay from the using department's budget, reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or work completed. In no event shall this amount be greater than the original contract price, reduced by any payments

made prior to Notice of Termination, and further reduced by the price of the supplies not delivered or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Finance Director shall pay the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

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

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

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

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

9. Examination of Records

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

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

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

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

- (a) Keep and maintain public records required by the City to perform the service.
- (b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the City.
- (d) Upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt from public records disclosure requirements. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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

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

11. Termination for Non-Appropriation of Funds

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

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

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

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating

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

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

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

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

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

Standard Insurance Requirements											
	Insurance	Standards	Additional Requirements								
☒	<u>Workers' Compensation</u> The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept elective exemptions. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A).	<table><tr><td><u>Contract Amount</u></td><td><u>Limits</u></td></tr><tr><td>Up to \$10 million</td><td>Statutory/\$500,000</td></tr><tr><td>\$10 - \$20 million</td><td>Statutory/\$1,000,000</td></tr><tr><td colspan="2">Contracts over \$20 million To Be Determined by the City.</td></tr></table>	<u>Contract Amount</u>	<u>Limits</u>	Up to \$10 million	Statutory/\$500,000	\$10 - \$20 million	Statutory/\$1,000,000	Contracts over \$20 million To Be Determined by the City.		☐ If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐ If vessels involved, Jones Act coverage with limits of \$500,000 required.
<u>Contract Amount</u>	<u>Limits</u>										
Up to \$10 million	Statutory/\$500,000										
\$10 - \$20 million	Statutory/\$1,000,000										
Contracts over \$20 million To Be Determined by the City.											

☒	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$1,000,000 occurrence \$1,000,000 aggregate	☐ When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
☒	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	<u>Limits:</u> Auto Liability Body Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate	
Additional Insurance Requirements			
☒	Property Insurance Builders Risk. <u>Additional Coverage:</u>	<u>Limits:</u> Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☐	Professional Liability	<u>Limits:</u> Coverage - \$1,000,000	
☐	Installation Floater (IT)	<u>Limits:</u> Coverage - \$ To be determined.	
☐	Contractor Pollution Liability	<u>Limits:</u> Coverage - \$1,000,000	
☐	Errors and Omissions	<u>Limits:</u> Coverage - \$1,000,000	
☐	Umbrella Policy	<u>Limits:</u> Coverage - \$ To be determined.	
☒	Payment and Performance Bond Required	<u>Limits:</u> Coverage - Equal to amount of Contract.	
☐	City Manager waives Payment and Performance Bond for work under \$25,000.00.		
☐	Unless otherwise required by law, City Manager waives Insurance for FOB goods under \$25,000.00.		

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

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

15. Modifications or Changes to this Contract

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

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

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

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

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

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

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

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

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

20. Inspection

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

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the

delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

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

21. Liability for Loss or Damage.

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

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

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

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

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

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

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

Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the sub-contractor during the term of this Contract.

24. Disputes. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Agreement. The decision by the City Manager shall be final and binding unless, within five (5) business days from the date of delivery of the decision of the City Manager, appeal is made to the City Council in writing and delivered to the City Clerk, Robin L. Fenwick, MMC. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence.

25. 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.

26. 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.**

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

27. Compliance with Other Federal Standards.

(a) Compliance with Federal Laws, Regulations and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund the agreement. The Contractor will comply with all applicable federal laws, regulations, and Executive Orders, including FEMA policies, procedures, and directives. The Contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards. Contractor shall ensure that all subcontracts comply with FEMA.

(b) Fraud and False or Fraudulent or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractors' actions pertaining to this agreement.

(c) Drug Free Workplace Requirements: Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub L 100-690, Title V, Subtitle D). All contractors entering into Federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988. The Contractor shall comply with this requirement.

(d) Mandatory Disclosures. The Contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

(e) Utilization of Minority and Women Firms (M/WBE). The Contractor must take all necessary affirmative steps to assure that small, minority, and women-owned businesses are utilized when possible, in accordance with 2 CFR 200.321. If subcontracts are to be let, prime contractor will require compliance of this provision by all sub-contractors. Prior to contract award, the Contractor shall document efforts to assure that such businesses are solicited when there are potential sources; that the Contractor made an effort to divide total requirement, when economically feasible, into smaller tasks or quantities to permit maximum participation by such businesses; and, that the Contractor has established delivery schedules, where permitted, to encourage such businesses to respond. Contractor and sub-contractor shall utilize service and assistance from such organizations as SBA, Minority Business Development Agency of the Department of Commerce, the Florida Department of Management Services (Office of Supplier Diversity), the Florida Department of Transportation, Minority Business Development Center, and Local Government M/DBE programs, available in

many large counties and cities. Documentation, including what firms were solicited as suppliers and/or sub-contractors, as applicable, shall be included with the bid proposal.

(f) Equal Employment Opportunity:

(i) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(ii) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(iv) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vi) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(vii) The Contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (vi) in every subcontract or purchase order unless

exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work. Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Contractor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such contractor; and refer the case to the Department of Justice for appropriate legal proceedings.

(g) Davis-Bacon Act: If applicable to this contract, the Contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor must be required to pay wages not less than once a week. This contract was conditioned upon the acceptance of the Department of Labor Wage Determination.

(h) Copeland Anti Kick Back Act:

(i) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3, if applicable, which are incorporated by reference into this contract.

(ii) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(iii) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(i) Contract Work Hours and Safety Standards Act:

(i) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(ii) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (i) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (i) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (i) of this section.

(iii) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (ii) of this section.

(iv) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (i) through (iv) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (i) through (iv) of this section.

(j) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387) as amended. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(k) Debarment and Suspension (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts. The Contractor shall certify compliance.

(l) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. Contractor agrees to comply with this provision. Contractor shall file the required certification.

(m) Rights to Inventions Made Under a Contract or Agreement: If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Contractor must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(n) Procurement of Recovered Materials: Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired

- (i) competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) meeting contract performance requirements; or
- (iii) at a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

(o) Access to Records and Reports:

The Contractor agrees to provide City, Recipient (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(p) Record Retention: Contractor will retain all required records pertinent to this contract for a period of five years after closeout of the FEMA grant, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333. This provision is supplemental to other provisions in this Agreement.

(q) Federal Changes: Contractor shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the contract.

(r) Safeguarding Personal Identifiable Information: Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, State and/or local laws regarding privacy and obligations of confidentiality.

(s) DHS Seal, LOGO, and Flags: The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

(t) No Obligation by Federal Government

The Federal Government is not a party to this agreement and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

(u) Prohibition on Contracting for Covered Telecommunications Equipment or Services.

(A) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(B.) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as

a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

(1) This clause does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

i. Are *not used* as a substantial or essential component of any system; *and*

ii. Are *not used* as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and

any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments."

28. *Build America, Buy America.* If applicable to this Contract, the Contractor shall comply with Build America, Buy America Act ("BABAA"), as part of the Infrastructure Investment and Jobs Act ("IIJA") (Pub. L. 117-58) and BABA provisions of the Act, 41 U.S.C. 8301, unless covered by a waiver.

29. *Domestic Preference for Procurements.* As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

30. *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.

31. *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: Department Head associated with applicable Task Authorization
1000 City Center Circle
Port Orange, Florida 32129
Telephone: As provided on applicable Task Authorization

Contractor: Advanced Roofing, Inc.
Attention: Jason Carruth, Vice President
1950 North West 22nd Street
Fort Lauderdale, Florida 33311
(407) 322-1555 - Telephone
jasonc@advancedroofing.com - E-Mail

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

32. 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.

33. 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:

Dawn Emery
Printed Name: Dawn Emery

Kathryn Kellum
Printed Name: Kathryn Kellum

ADVANCED ROOFING, INC.

By: [Signature] VP
Jason Carruth, Vice President

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

Date: 2/24/2023

CITY OF PORT ORANGE

By: _____

Donald O. Burnette, Mayor

Date: _____

March 7, 2023

ATTEST:

By: _____

Robin L. Fenwick, MMC, City Clerk

Date: _____

March 7, 2023



EXHIBIT “1”

RFSQ 22-14 Section 3: Scope of Services and Requirements

Consisting of 4 Pages

DEBARMENT HISTORY

The City will consider a Respondent's debarment history information in its review and determination of responsibility. All Respondents are required to disclose to the City all cases of debarment filed, pending, or resolved by the City or other public entity during the last five (5) years prior to the solicitation response due date, whether such actions were brought by or against the Respondent, any parent or subsidiary of the Respondent, or any predecessor organization. If the Respondent is a joint venture, the information provided should encompass the joint venture (if it is not newly formed for purposes of responding to this solicitation) and each of the entities forming the joint venture. Although the review of a Respondent's debarment history is an issue of responsibility, the failure to provide debarment history as required in Section 7 may result in a recommendation of non-responsive by the Purchasing Manager.

REJECTION OF STATEMENTS

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

STATEMENTS MAY BE REJECTED AND/OR RESPONDENT(S) DISQUALIFIED FOR THE FOLLOWING REASONS:

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

OWNERSHIP OF DOCUMENTS

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

AMERICANS WITH DISABILITIES ACT (ADA)

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

SECTION 3 – SCOPE OF SERVICES AND REQUIREMENTS

The purpose of this RFSQ is to pre-qualify experienced, licensed roofing contractors and to establish master agreements for Roofing Repair and Replacement Services for roofs throughout the City of Port Orange. Services will include preventative maintenance, roof repairs of various types and major tear off and replacements on an as-needed basis. The types of roofs the City currently has are: shingle, modified bitumen, TPO (thermoplastic polyolefin), kee rubber, metal standing seam, metal with batten, clay tile, concrete tile and metal "v" crimp. Performance shall include all labor, supervision, equipment, machinery, tools, materials, transportation, and other incidentals required. All repair work and materials shall be in accordance with Standard Building Code, manufacturer's specifications and accepted roofing practices and shall include all applicable warranties.

Authorization for Services under the contract shall be in the form of written Task Authorization issued and executed by the City and signed by the Roofing Contractor. Each Task Authorization shall describe the services required, state the date of the commencement and completion of work, and establish the amount and method of payment. The City makes no covenant or promise as to the number of available projects during the life of this Contract.

When services are needed, a Request for Quote will be distributed to the awarded roofing contractors that will include but may not be limited to the following: the location of the roof, a brief description of the work to be done, date/time of a pre-quote conference/site visit (if required), required completion date of the work and the due date and time for the quote to be returned to the requester. Quotes will be opened and reviewed by the Project Manager for compliance to scope of work and calculations of materials and labor. Quotes received after the date and time

specified will not be considered. Quotes will be returned as a 'lump sum'. The lowest responsive and responsible quote returned may be required to submit a breakdown of their lump sum quote to include all items that make up the lump sum quote such as labor, materials, any necessary rental equipment and sub-contractor labor.

The City has the right to have a manufacturer's representative perform inspections at any time during the roof repair and/or replacement. The contractor must have proof of their manufacturer's certification to provide to the inspector upon request.

CONTRACTOR RESPONSIBILITIES:

1. The awarded contractor/s will be required to provide 24/7 emergency services for normal conditions and post hurricane/natural disaster conditions, which may include temporary securing of facility roofs, and communicating with City personnel as to a schedule for permanent repairs and costs. The awarded contractor/s shall be required to respond within twenty-four (24) hours of the initial request/call. The awarded contractor/s shall be required to respond to post hurricane/natural disaster service calls immediately and advise City personnel of availability of roofing crews.
2. When a pre-quote conference is mandatory, it will be noted as such on the Request for Quote. When a conference is mandatory, awarded contractors must attend in order to be eligible to quote. Failure to attend three (3) required pre-quote conferences per year may be cause for termination of your agreement with the City. Contractors must sign the attendance sign-in sheet, which shall be considered proof of attendance.
3. It is the contractor's responsibility to become fully informed as to the nature and extent of the work required and its relation to any other work in the area, including possible interference from other site activities. Contractors are advised to make a thorough inspection.
4. At times, the Project Manager may require the contractor to attend a pre-inspection prior to commencement of work on a project. All work must be established in advance and with prior approval. All schedules and the necessary arrangements to implement the work must be made with the review and approval of the City Project Manager.
5. Prior to the commencement of any work on a project, if there are any changes to the original scope of work, and/or questions from contractors to be addressed, an addendum to the project will be distributed to all quoting contractors.
6. The contractor acknowledges that all work will only be performed after receipt of an authorized Purchase Order or Task Authorization is issued.
7. If, during the course of performing work on a project, the contractor encounters conditions which impact the work and which could not have initially been evaluated, the contractor shall not proceed without written authorization from the City Project Manager or designee in the form of a Change Order.
8. If the contractor shall be delayed in the completion of work for any reason of unforeseeable causes beyond control and without fault or negligence, including, but not restricted to, acts of God or neglect of any other contractor, the period specified for the completion of services shall be extended by such time as shall be approved by the City Project Manager or designee in the form of a Change Order.
9. The contractor shall, in addition to all other guarantees, be responsible for faulty labor or workmanship and shall promptly correct improper work, without cost to the City within 48 hours after receipt of notification of such faulty labor or workmanship. If the contractor fails within 48 hours to correct defects, the City shall be entitled to have such work remedied and the contractor shall be fully liable for all costs and expenses reasonably incurred by the City. Payments in full or otherwise do not constitute a waiver of this guarantee. The guarantee period shall be effective for one (1) year after acceptance of the work by the City. A letter shall be provided by the contractor acknowledging said warranty.
10. Upon completion of services, the City reserves the right to request the contractor's assigned supervisor to review and provide written acknowledgement/documentation that work performed by their technician has been satisfactorily completed. Supervisor's review to be at no additional cost to the City and considered part of the contract obligations.

11. If the contractor neglects, fails, or refuses to complete the work within the time specified, as properly noted by the City, the contractor does hereby agree, as part consideration of awarding of the contract, to pay to the City the sum of up to \$500.00 for each and every calendar day that the contractor shall delay after the completion date stipulated on the Request for Quote and/or the Purchase Order, not as a penalty, but as liquidated damages for breach of Contract, as set forth herein.
12. All rates quoted shall include travel, labor, permits, any and all equipment and tools required. All disposal charges should be included in the contractor's overhead.
13. Awarded contractor must submit a proposed schedule of work to be performed on each awarded project. The Project Manager or his/her designee shall have approval over the proposed schedule. Contractor may not change the schedule without the prior written authorization of the Project Manager or his/her designee. The City reserves the right to change the schedule, with adequate notification, to achieve the best benefit of the work.
14. All repair work to be performed in accordance with the manufacturer's recommendations and applicable codes. There will be no emergency or overtime rates approved for these services. Contractor will be accountable/responsible for their own assessment/measurements of the installation. There will be no adjustments in cost, for increase or decrease of the services requested. Failure to do so will be at the contractor's risk.
15. Contractor shall exercise the same degree of care, skill and diligence in the performance of the work as is ordinarily provided by a contractor under similar circumstances and contractor shall, at no additional cost to the City, correct any deficiency which fails to satisfy the foregoing standard of care.

GENERAL INFORMATION:

Asbestos Statement:

All materials supplied to the City of Port Orange must be 100% asbestos-free. Responders, by virtue of submitting a Statement of Qualifications, certify that if awarded a contract, will supply only materials or equipment that are 100% asbestos-free.

Inspection and Directions:

No inspector shall have the power to waive the obligations resting upon the Contractor to furnish the best material available for the project at the best available prices and to perform the work as outlined herein and on each Request for Quote. Any failure or omission on the part of any inspector or engineer to condemn any defective material or work shall not release the Contractor from the obligation to at once tear out, remove and properly replace or rebuild the same at any time upon discovery of the defect and upon notice from the City or City's engineer to do so.

Public Safety and Convenience:

In the Contractor's use of streets and parking lots for the work to be done under these specifications, he/she shall conform to all Municipal, County, State and Federal laws and regulations as applicable. The Contractor shall at all times conduct his/her work as to ensure the least possible obstruction to normal pedestrian and vehicular traffic including access to all public and private properties during all stages of work, and inconvenience to the general public and the residents in the vicinity of the work, and to ensure the protection of persons and property, in a manner satisfactory to the Project Manager or appointed designee. There shall be no obstruction of the travel lanes between the hours of 7:00-9:00 a.m. and 4:00-6:00 p.m. without prior approval from the Project Manager or designee.

Federal Emergency Management Agency (FEMA) Required Contract Terms:

The Contractor provides services that the City may require in the event of a hurricane or other disaster. Contractor acknowledges and agrees that in such an event, the City may apply to the State of Florida or the Federal government for funds which will be used to pay Contractor or reimburse the City for payments made to the Contractor. FEMA will only consider reimbursing contracts which contain the requisite FEMA provisions Contractor desires to be eligible to be awarded disaster work and be compensated through federal funds. The following are guidelines for FEMA that the Contractor must adhere to:

- iii. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- i. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- ii. The Contractor agrees to report each violation to the City of Port Orange authorized representatives and understands and agrees that the City of Port Orange will, in turn, report each violation to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

Procurement of Recovered Materials:

In the performance of this contract, the contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

Sub-contractors:

The City of Port Orange reserves the right to approve all sub-contractors for this contract. If sub-contractors are to be used, their names and references must be included within this initial statement. Responsibility for the performance of the contract remains with the main Contractor exclusively. Sub-contractors may be added to this contract during the contract period only with PRIOR WRITTEN PERMISSION from the City of Port Orange. **Sub-contracting the actual installation of roofing materials is NOT permitted.**

Qualifications:

The successful contractors will be registered and licensed commercial roofers in the State of Florida, have qualified roofers and superintendents, administrative support or other personnel as required to perform the duties necessary to complete the various services outlined in this RFSQ. Contractors must provide manufacturers' certifications for all types of roofs they intend to work on for the City (this includes repairs and new installations). A listing of roof types is provided in Section 1 of this RFSQ. Manufacturers' certifications must be included in Tab C as outlined in Section 7.

Compensation:

After a final ranking of all statements of qualifications has been decided, the City will begin negotiations with the top ranked firm/s for a master contract and pricing.

The City may elect to provide compensation in the Lump-Sum or Unit Cost with maximum format.

All invoices shall include the Purchase Order Number, the City Contract Number, the name of the project, the authorized amount, the total of previous billings, the current billing amount, and the amount remaining unbilled. In addition, a narrative summary of services provided, explanation of expenses billed under the current billing amount and all back-up documentation needed to confirm the appropriateness of the contractor's billing shall be provided.

The City's normal payment procedures in accordance with the Florida Prompt Payment Act will be observed. No early payments shall be approved.

No out-of-scope services shall be provided or compensated in the absence of prior, written authorization in the form of an executed amendment of contract and/or issuance and approval of an appropriate change order to the existing Purchase Order. The City will accept no obligation for any services provided which do not conform to this requirement.

EXHIBIT "2"

Task Authorization

Consisting of 4 Pages

TASK AUTHORIZATION NO. [REDACTED]
Standard Contract for Services dated [REDACTED]
Between the City of Port Orange, Florida and Advanced Roofing, 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 **ADVANCED ROOFING, INC.**, a Florida corporation with its principal place of business at 1950 North West 22nd Street, Fort Lauderdale, Florida 33311 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Standard Contract for Services as dated above, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. The Contract Administrator may be contacted as follows:
Name: [REDACTED]
Address: [REDACTED]
Phone: [REDACTED]
Mobile: [REDACTED]
E-Mail: [REDACTED]
3. In addition to all other terms and conditions contained in the Contract, Contractor shall provide [REDACTED], and as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "1."
4. Contractor shall substantially complete the services to be provided herein within [REDACTED] days of the date of a written Notice to Proceed issued and executed by the City to the Contractor, with final completion [REDACTED] days thereafter ("Term"). City and Contractor agree and recognize that time is of the essence for services provided in this Task Authorization, and that the City will suffer financial loss if the services are not completed within the Term of this Task Authorization. Contractor agrees and recognizes that any delay in services provided shall constitute a material breach. Accordingly, the City and Contractor agree that as liquidated damages for delay, Contractor shall pay the City \$[REDACTED] for each day that services have not reached substantial completion, in accordance with the Term as set forth herein above. Contractor and City agree and recognize that the liquidated damages set forth herein shall not be treated as a penalty and are just damages that are proportionate to any damages that might reasonably be expected to follow from a delay to final completion.
5. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "[REDACTED]" attached hereto and made a part hereof for all purposes, subject to a limit not to exceed \$[REDACTED]. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.
6. Contractor shall provide a 100% Combination Payment and Performance Bond in accordance with Florida Statutes Section 255.05, including the Front Page and Certificate for Filing in Public Records, in a form substantially similar to the forms attached hereto as Task Authorization Exhibit

"2," and acceptable to the Port Orange City Attorney, and recorded with the Clerk of Volusia County at Contractor's expense. A separate bond shall be provided from the Surety which identifies and covers the scope of work for the project stated in this Task Authorization along with all other provisions of this Task Authorization with the penal sum of such bond being not less than the contract sum described in this Task Authorization. If any surety bond furnished in connection with this Task Authorization becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Task Authorization No. .

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

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

Witnesses:

ADVANCED ROOFING, INC.

Printed Name: _____ By: _____
Jason Carruth, Vice President

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

Printed Name: _____ Date: _____

CITY OF PORT ORANGE

By: _____
Wayne Clark, City Manager

Date: _____

ATTEST:

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

Date: _____

[CA 7981]

EXHIBIT "3"

Payment and Performance Bond

Consisting of 3 Pages

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

PAYMENT AND PERFORMANCE BOND

(Public Works)

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

BOND NO. _____

PRINCIPAL:

Developer or Contractor: Advanced Roofing, Inc.
Principal Business Address: 1950 North West 22nd Street
Fort Lauderdale, Florida 33311
Contact Person: Jason Carruth, Vice President
Phone Number: (407) 322-1555

SURETY:

Address: _____

Contact Person: _____
Phone Number: _____

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

Amount: \$ _____ **City Case/Project No.** RFSQ 22-14 Roof Repair and Replacements
Description of Work: RFSQ 22-14 Roof Repairs and Replacements

Project Location: Various locations within the City of Port Orange, Volusia County, Florida
Shall be determined at time of Task Authorization

Legal Description: Shall be determined at time of Task Authorization

Front Page

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

Advanced Roofing, Inc.

RFSQ 22-14 Roof Repair and Replacements

Bond No. _____

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

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

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

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain Standard Contract for Services having an effective date of _____, entered into by and between the Principal and the City, for Roof Repairs and Replacements, 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 shall be deemed an original, this _____, day of _____, 202__.

Attest:

ADVANCED ROOFING, INC.

(Name of Principal)

(As to Corporate Principal) Secretary

By: _____
Jason Carruth, Vice 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.



CC-C024413

ESTABLISHED 1983

May 3, 2023

Mr. Kevin Sweat
City of Port Orange

Re: City of Port Orange- Cypress Head Maintenance Barn

PBR Metal Panel Roof Replacement

We are pleased to submit the following proposal for your consideration on the above referenced premises as follows. We agree to provide all labor, materials, tools, equipment and proper insurance with excess liability up to twelve (12) million dollars. Our scope of work includes a 24ga Galvalume PBR metal panel roof system. Pricing is as follows:

WORK SCOPE

Quotation for the Sum of.....\$74,730.00

Per RFSQ 22-14 Roof Repairs and Replacements

Roof Scope of Work:

1. Remove failed PBR panel metal roof system and associated flashings, internal gutter, and copings. (Existing insulation is to remain in place)
2. Fabricate and install new 24ga Galvalume internal gutter at existing locations with non-curing butyl sealant at laps. Laps to be secured with pop-rivets to create a compression seal.
3. Furnish and install new 24ga Galvalume (non-painted) PBR panel roof system fastened to existing purlins per manufacturer specifications.
4. Apply a bead of non-curing butyl sealant to metal panel side laps and secure side laps with stitch screws at 24" on center to meet Florida Building Code requirements for low-slope metal panel roof systems.
5. Fabricate and install 24ga galvalume flashings at all curbs and walls. Same to be sealed to field panels with a bead of non-curing butyl sealant and stitch screws.
6. Fabricate and install new 24ga galvalume flat wall cladding to interior parapet walls at existing locations.
7. Fabricate and install 24 Ga. Kynar Coping in manufacturer's standard color at top of all parapet walls.
8. Proposal includes a two (2) year guarantee on labor by Advanced Roofing, Inc.

Note: Proposal contingent upon approval of the proposed system by the AHJ with metal panels fastened into existing purlins at existing locations only. This proposal is good for 30 days.

Thank you for the opportunity to bid on this work. Should you have any questions or require any additional information, please do not hesitate to call.

Sincerely,

Wayne Mathews

Wayne Mathews
Key Account Manager

www.advancedroofing.com

800 638.6869 TEL 954.522.6868 FAX 954.566.2967
1950 NW 22nd Street | Fort Lauderdale | Florida 33311



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 7/18/2023

SUBJECT: (C8e) Approval of Task Authorization No. 2 with Advanced Roofing, Inc. for YMCA Roof Repairs

DEPARTMENT: Parks & Recreation

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Task Authorization No. 2 with Advanced Roofing, Inc. for YMCA roof repairs and authorize the Mayor and City Clerk to execute the associated documents.

SUMMARY: The roof at the YMCA is experiencing some bubbling and small leaks. Failure to fix the bubbling could cause catastrophic damage to roof in the future. This project was approved in the annual FY23 capital budget in the 106 fund. Total cost for repairs is \$24,355. This will be under project QPC020 YMCA repairs.

PRESENTER: Susan Lovallo

ATTACHMENTS:

1.	Task Authorization No 2 YMCA Blister Repairs - Advanced Roofing, Inc. RFSQ 22-14 (2)	Task Authorization No 2 YMCA Blister Repairs - Advanced Roofing, Inc. RFSQ 22-14 (2).pdf
2.	Advanced Roofing 3.7.25 (1)	Advanced Roofing 3.7.25 (1).pdf
3.	Advanced Roofing and Sheet Metal LLC AL WC 11.01.23 (1)	Advanced Roofing and Sheet Metal LLC AL WC 11.01.23 (1).pdf
4.	Advanced Roofing Inc. 1.1.2024 (1)	Advanced Roofing Inc. 1.1.2024 (1).pdf
5.	Advance Roofing - YMCA roof proposal	Advance Roofing - YMCA roof proposal.pdf

Jennifer Cox
Susan Lovallo
Jill Poolman
John McKinney
Matthew Jones
Wayne Clark
Tracee Cody

Created/Initiated - 5/9/2023
Approved - 5/9/2023
Approved - 5/19/2023
Approved - 5/25/2023
Approved - 6/20/2023
Approved - 7/6/2023
Final Approval - 7/7/2023

TASK AUTHORIZATION NO. 2
Standard Contract for Services dated March 7, 2023
Between the City of Port Orange, Florida and Advanced Roofing, 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 **ADVANCED ROOFING, INC.**, a Florida corporation with its principal place of business at 1950 North West 22nd Street, Fort Lauderdale, Florida 33311 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Standard Contract for Services as dated above, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. The Contract Administrator may be contacted as follows:

Name: Susan Lovallo, Parks and Recreation Director
Phone: (386) 506-5852
E-Mail: slovallo@port-orange.org
3. In addition to all other terms and conditions contained in the Contract, Contractor shall provide YMCA Blister Repairs, and as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "1."
4. Contractor shall substantially complete the services to be provided herein within forty-two (42) days of the date of a written Notice to Proceed issued and executed by the City to the Contractor, with final completion fourteen (14) days thereafter ("Term"). City and Contractor agree and recognize that time is of the essence for services provided in this Task Authorization, and that the City will suffer financial loss if the services are not completed within the Term of this Task Authorization. Contractor agrees and recognizes that any delay in services provided shall constitute a material breach. Accordingly, the City and Contractor agree that as liquidated damages for delay, Contractor shall pay the City \$500.00 for each day that services have not reached substantial completion, in accordance with the Term as set forth herein above. Contractor and City agree and recognize that the liquidated damages set forth herein shall not be treated as a penalty and are just damages that are proportionate to any damages that might reasonably be expected to follow from a delay to final completion.
5. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "1" attached hereto and made a part hereof for all purposes, subject to a limit not to exceed \$24,355.00. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.
6. This Task Authorization may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Task Authorization.

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

Witnesses:

ADVANCED ROOFING, INC.

Printed Name: _____

By: _____

Jason Carruth, Vice President

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

Printed Name: _____

Date: _____

CITY OF PORT ORANGE

By: _____
Wayne Clark, City Manager *OR*
Donald O. Burnette, Mayor

Date: _____

ATTEST:

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

Date: _____

[CA 7981]

EXHIBIT “1”

Contractor's Quote

Consisting of 2 Pages



ESTABLISHED 1983

1950 NW 22nd Street

Fort Lauderdale, FL 33311

800 638.6869 TEL 954.522.6868 FAX 954.566.2967

Florida's Premiere Commercial Roofing Contractor

Committed to Quality

To: Kevin Sweat
Parks Manager
City of Port Orange
1395 Dunlawton Ave
386 506 5856
ksweat@port-orange.org

Job Name: YMCA Blister Repairs

Address: 4701 City Center Parkway
Port Orange, FL 32129

Date: 3.29.2023

We are pleased to submit the following proposal for your consideration on the above referenced premises as follows. We agree to provide all labor, material, tools, equipment and proper insurance with excess liability up to twelve (12) million dollars.

WORK SCOPE

1. Set up safety in the immediate area where repairs will be performed.
2. Broom clean the immediate area around the perimeter of all identified blisters in the roof system for an approximate total of 2,630'SF.
3. Cut the roof open and allow the membrane to relax upon itself and lay flat on the roof surface.
4. Embed surface granules into the existing cap sheet to prep for torch down repair over the affected area.
5. Torch down a patch over the prepped membrane at the spot of the blisters.
6. Install a three course of roof cement with embedded fabric and another layer of roof cement around the perimeter of the torched down patch.
7. Apply a layer of white granules over the modified cement for added UV protection and to extend the life of the repair.
8. Tool in new sealant to all thru wall scuppers around the perimeter of the building where the existing membrane is separating from the scupper.
9. Remove all trash and debris from the roof surface and work site.

Exclusions:

- Weekend, evening and overtime labor rates
- Any repairs not listed above

QUOTATION

FOR THE SUM OF:.....\$24,355.00

(Twenty Four Thousand Three Hundred and Fifty Five Dollars)

Safety and protection of the property is our concern and we take precautions to protect people and property from damage or injury during the course of the job. All work areas will be cleaned daily and equipment will be removed immediately upon completion of work.

We are fully and properly insured with excess coverage of twenty-five (25) million dollars. In addition with our base coverage of one (1) million, two (2) million aggregate, we also carry an additional \$10,000,000 in excess coverage. Proof of insurance will be sent upon request. It is in the best interest of the owner to make sure a contractor carries the amount of insurance as stated above and ask for proof.

Our work is done in a workmanlike manner by trained qualified mechanics using the latest technical equipment for the job. During the course of the job the progress, workmanship and housekeeping is documented and reviewed by management for quality control. As always, ADVANCED ROOFING, INC. is "Committed to Quality".

If you have any questions, or if I can be of further assistance, please feel free to contact me.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance.

Authorized Signature: _____

Justin F Tyler

Senior Estimator

NOTE: This proposal may be withdrawn by us if not accepted within _____ Fourteen (14) _____ days.
Owner is responsible for asbestos testing and related cost to remove.

Acceptance of Proposal

The undersigned as (check one) ☐ Owner ☐ Authorized agent of Owner hereby accepts and agrees to the prices, specifications and conditions indicated above and on the reverse side of this contract.

Accepted: Signature: *See Task Authorization No. 2 Page 3*

Date: Signature:

*Terms & Conditions on last page(s) apply.

State License: CCC 024413



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this 7 day of March, 2023, 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 **ADVANCED ROOFING, INC.** ("Contractor"), a Florida corporation whose principal address is 1950 North West 22nd Street, Fort Lauderdale, Florida 33311. The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

(a) The Contractor hereby agrees to provide Roof Repair and Replacements, and as more specifically described in Request for Statement of Qualifications RFSQ 22-14 ("RFSQ 22-14"). This Contract together with RFSQ 22-14, and Contractor's submittal, all of which may be referred to as the "Contract" and all of which are made a part hereof by reference shall constitute the formal written Contract between the City and Contractor. For convenience, Section 3 Scope of Services and Requirements of RFSQ 22-14, attached hereto as Exhibit "1." A complete copy of RFSQ 22-14, and Contractor's submittal is available in the Office of the City Clerk. Contractor represents that they are familiar with the documents that make up the Contract, as referenced hereinabove.

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

Term: The term of this Contract shall commence on the date this Contract is signed by the Parties, and shall continue for a period of two (2) years (the "Term").

Renewals: Upon written agreement of the Parties, appropriation by City Council, and City Manager approval, this Contract may be renewed for up to two (2) two-year periods.

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

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

Authorization for Services: This Contract standing alone does not authorize the purchase of any goods or services or require the City to place any orders for goods or service. Authorization for the performance of services by the Contractor under this Contract shall be in the form of written Task Authorization(s) ("Task Authorization") issued and executed by the City and signed by the Contractor. A sample Task Authorization is attached hereto as Exhibit "2." Task Authorization(s) in an amount of \$100,000.00 or more, shall require a Payment and Performance Bond. At the discretion of the City, Task Authorization(s) may require a Payment and Performance Bond for work under \$100,000.00, said Payment and Performance Bond shall be included as an Exhibit to the Task Authorization (s). The City reserves the right to contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

2. City Obligations. In return for the services identified above, the City agrees to compensate the Contractor at the pricing set forth in periodic written quotes and purchase orders issued hereunder, subject to an amount not to exceed the appropriated budget per fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. Contract Documents. The following forms, attached as Exhibit "3," 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 Purchasing Manager, Jill Poolman ("Contract Manager"), shall perform contract administration of this Contract. The Department Head requesting the Task Authorization under this Contract, shall perform Contract Administration for their respective Task Authorization for services. For notice provisions, see the paragraph entitled "Notice."

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

6. Termination for Convenience of the City

(a) The parties agree that the City may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or part, whenever the City Manager of Port Orange shall determine that such termination is in the best interest of the City.

(b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the City Manager or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Contractor shall:

- (i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
- (ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;
- (iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;
- (iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and
- (v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of termination, unless one or more extensions of three (3) months each are granted by the Finance Director.

(e) The Finance Director, with the approval of the City Manager, shall pay from the using department's budget, reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or work completed. In no event shall this amount be greater than the original contract price, reduced by any payments

made prior to Notice of Termination, and further reduced by the price of the supplies not delivered or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Finance Director shall pay the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

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

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

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

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

9. Examination of Records

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

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

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

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

- (a) Keep and maintain public records required by the City to perform the service.
- (b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the City.
- (d) Upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt from public records disclosure requirements. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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

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

11. Termination for Non-Appropriation of Funds

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

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

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

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating

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

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

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

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

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

Standard Insurance Requirements											
	Insurance	Standards	Additional Requirements								
☒	<u>Workers' Compensation</u> The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept elective exemptions. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A).	<table><tr><td><u>Contract Amount</u></td><td><u>Limits</u></td></tr><tr><td>Up to \$10 million</td><td>Statutory/\$500,000</td></tr><tr><td>\$10 - \$20 million</td><td>Statutory/\$1,000,000</td></tr><tr><td colspan="2">Contracts over \$20 million To Be Determined by the City.</td></tr></table>	<u>Contract Amount</u>	<u>Limits</u>	Up to \$10 million	Statutory/\$500,000	\$10 - \$20 million	Statutory/\$1,000,000	Contracts over \$20 million To Be Determined by the City.		☐ If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐ If vessels involved, Jones Act coverage with limits of \$500,000 required.
<u>Contract Amount</u>	<u>Limits</u>										
Up to \$10 million	Statutory/\$500,000										
\$10 - \$20 million	Statutory/\$1,000,000										
Contracts over \$20 million To Be Determined by the City.											

☒	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$1,000,000 occurrence \$1,000,000 aggregate	☐ When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
☒	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	<u>Limits:</u> Auto Liability Body Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate	
Additional Insurance Requirements			
☒	Property Insurance Builders Risk. <u>Additional Coverage:</u>	<u>Limits:</u> Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☐	Professional Liability	<u>Limits:</u> Coverage - \$1,000,000	
☐	Installation Floater (IT)	<u>Limits:</u> Coverage - \$ To be determined.	
☐	Contractor Pollution Liability	<u>Limits:</u> Coverage - \$1,000,000	
☐	Errors and Omissions	<u>Limits:</u> Coverage - \$1,000,000	
☐	Umbrella Policy	<u>Limits:</u> Coverage - \$ To be determined.	
☒	Payment and Performance Bond Required	<u>Limits:</u> Coverage - Equal to amount of Contract.	
☐	City Manager waives Payment and Performance Bond for work under \$25,000.00.		
☐	Unless otherwise required by law, City Manager waives Insurance for FOB goods under \$25,000.00.		

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

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

15. Modifications or Changes to this Contract

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

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

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

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

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

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

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

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

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

20. **Inspection**

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

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the

delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

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

21. Liability for Loss or Damage.

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

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

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

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

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

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

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

Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the sub-contractor during the term of this Contract.

24. Disputes. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Agreement. The decision by the City Manager shall be final and binding unless, within five (5) business days from the date of delivery of the decision of the City Manager, appeal is made to the City Council in writing and delivered to the City Clerk, Robin L. Fenwick, MMC. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence.

25. 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.

26. 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.**

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

27. Compliance with Other Federal Standards.

(a) Compliance with Federal Laws, Regulations and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund the agreement. The Contractor will comply with all applicable federal laws, regulations, and Executive Orders, including FEMA policies, procedures, and directives. The Contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards. Contractor shall ensure that all subcontracts comply with FEMA.

(b) Fraud and False or Fraudulent or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractors' actions pertaining to this agreement.

(c) Drug Free Workplace Requirements: Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub L 100-690, Title V, Subtitle D). All contractors entering into Federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988. The Contractor shall comply with this requirement.

(d) Mandatory Disclosures. The Contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

(e) Utilization of Minority and Women Firms (M/WBE). The Contractor must take all necessary affirmative steps to assure that small, minority, and women-owned businesses are utilized when possible, in accordance with 2 CFR 200.321. If subcontracts are to be let, prime contractor will require compliance of this provision by all sub-contractors. Prior to contract award, the Contractor shall document efforts to assure that such businesses are solicited when there are potential sources; that the Contractor made an effort to divide total requirement, when economically feasible, into smaller tasks or quantities to permit maximum participation by such businesses; and, that the Contractor has established delivery schedules, where permitted, to encourage such businesses to respond. Contractor and sub-contractor shall utilize service and assistance from such organizations as SBA, Minority Business Development Agency of the Department of Commerce, the Florida Department of Management Services (Office of Supplier Diversity), the Florida Department of Transportation, Minority Business Development Center, and Local Government M/DBE programs, available in

many large counties and cities. Documentation, including what firms were solicited as suppliers and/or sub-contractors, as applicable, shall be included with the bid proposal.

(f) Equal Employment Opportunity:

(i) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(ii) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(iv) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vi) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(vii) The Contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (vi) in every subcontract or purchase order unless

exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work. Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Contractor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such contractor; and refer the case to the Department of Justice for appropriate legal proceedings.

(g) Davis-Bacon Act: If applicable to this contract, the Contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor must be required to pay wages not less than once a week. This contract was conditioned upon the acceptance of the Department of Labor Wage Determination.

(h) Copeland Anti Kick Back Act:

(i) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3, if applicable, which are incorporated by reference into this contract.

(ii) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(iii) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(i) Contract Work Hours and Safety Standards Act:

(i) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(ii) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (i) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (i) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (i) of this section.

(iii) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (ii) of this section.

(iv) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (i) through (iv) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (i) through (iv) of this section.

(j) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387) as amended. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(k) Debarment and Suspension (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts. The Contractor shall certify compliance.

(l) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. Contractor agrees to comply with this provision. Contractor shall file the required certification.

(m) Rights to Inventions Made Under a Contract or Agreement: If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Contractor must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(n) Procurement of Recovered Materials: Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired

- (i) competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) meeting contract performance requirements; or
- (iii) at a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

(o) Access to Records and Reports:

The Contractor agrees to provide City, Recipient (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(p) Record Retention: Contractor will retain all required records pertinent to this contract for a period of five years after closeout of the FEMA grant, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333. This provision is supplemental to other provisions in this Agreement.

(q) Federal Changes: Contractor shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the contract.

(r) Safeguarding Personal Identifiable Information: Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, State and/or local laws regarding privacy and obligations of confidentiality.

(s) DHS Seal, LOGO, and Flags: The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

(t) No Obligation by Federal Government

The Federal Government is not a party to this agreement and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

(u) Prohibition on Contracting for Covered Telecommunications Equipment or Services.

(A) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(B.) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as

a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

(1) This clause does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

i. Are *not used* as a substantial or essential component of any system; *and*

ii. Are *not used* as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and

any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments."

28. *Build America, Buy America.* If applicable to this Contract, the Contractor shall comply with Build America, Buy America Act ("BABAA"), as part of the Infrastructure Investment and Jobs Act ("IIJA") (Pub. L. 117-58) and BABA provisions of the Act, 41 U.S.C. 8301, unless covered by a waiver.

29. *Domestic Preference for Procurements.* As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

30. *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.

31. *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: Department Head associated with applicable Task Authorization
1000 City Center Circle
Port Orange, Florida 32129
Telephone: As provided on applicable Task Authorization

Contractor: Advanced Roofing, Inc.
Attention: Jason Carruth, Vice President
1950 North West 22nd Street
Fort Lauderdale, Florida 33311
(407) 322-1555 - Telephone
jasonc@advancedroofing.com - E-Mail

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

32. 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.

33. 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:

Dawn Emery
Printed Name: Dawn Emery

Kathryn Kellum
Printed Name: Kathryn Kellum

ADVANCED ROOFING, INC.

By: [Signature] VP
Jason Carruth, Vice President

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

Date: 2/24/2023

CITY OF PORT ORANGE

By: _____

Donald O. Burnette, Mayor

Date: _____

March 7, 2023

ATTEST:

By: _____

Robin L. Fenwick, MMC, City Clerk

Date: _____

March 7, 2023



EXHIBIT “1”

RFSQ 22-14 Section 3: Scope of Services and Requirements

Consisting of 4 Pages

DEBARMENT HISTORY

The City will consider a Respondent's debarment history information in its review and determination of responsibility. All Respondents are required to disclose to the City all cases of debarment filed, pending, or resolved by the City or other public entity during the last five (5) years prior to the solicitation response due date, whether such actions were brought by or against the Respondent, any parent or subsidiary of the Respondent, or any predecessor organization. If the Respondent is a joint venture, the information provided should encompass the joint venture (if it is not newly formed for purposes of responding to this solicitation) and each of the entities forming the joint venture. Although the review of a Respondent's debarment history is an issue of responsibility, the failure to provide debarment history as required in Section 7 may result in a recommendation of non-responsive by the Purchasing Manager.

REJECTION OF STATEMENTS

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

STATEMENTS MAY BE REJECTED AND/OR RESPONDENT(S) DISQUALIFIED FOR THE FOLLOWING REASONS:

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

OWNERSHIP OF DOCUMENTS

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

AMERICANS WITH DISABILITIES ACT (ADA)

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

SECTION 3 – SCOPE OF SERVICES AND REQUIREMENTS

The purpose of this RFSQ is to pre-qualify experienced, licensed roofing contractors and to establish master agreements for Roofing Repair and Replacement Services for roofs throughout the City of Port Orange. Services will include preventative maintenance, roof repairs of various types and major tear off and replacements on an as-needed basis. The types of roofs the City currently has are: shingle, modified bitumen, TPO (thermoplastic polyolefin), kee rubber, metal standing seam, metal with batten, clay tile, concrete tile and metal "v" crimp. Performance shall include all labor, supervision, equipment, machinery, tools, materials, transportation, and other incidentals required. All repair work and materials shall be in accordance with Standard Building Code, manufacturer's specifications and accepted roofing practices and shall include all applicable warranties.

Authorization for Services under the contract shall be in the form of written Task Authorization issued and executed by the City and signed by the Roofing Contractor. Each Task Authorization shall describe the services required, state the date of the commencement and completion of work, and establish the amount and method of payment. The City makes no covenant or promise as to the number of available projects during the life of this Contract.

When services are needed, a Request for Quote will be distributed to the awarded roofing contractors that will include but may not be limited to the following: the location of the roof, a brief description of the work to be done, date/time of a pre-quote conference/site visit (if required), required completion date of the work and the due date and time for the quote to be returned to the requester. Quotes will be opened and reviewed by the Project Manager for compliance to scope of work and calculations of materials and labor. Quotes received after the date and time

specified will not be considered. Quotes will be returned as a 'lump sum'. The lowest responsive and responsible quote returned may be required to submit a breakdown of their lump sum quote to include all items that make up the lump sum quote such as labor, materials, any necessary rental equipment and sub-contractor labor.

The City has the right to have a manufacturer's representative perform inspections at any time during the roof repair and/or replacement. The contractor must have proof of their manufacturer's certification to provide to the inspector upon request.

CONTRACTOR RESPONSIBILITIES:

1. The awarded contractor/s will be required to provide 24/7 emergency services for normal conditions and post hurricane/natural disaster conditions, which may include temporary securing of facility roofs, and communicating with City personnel as to a schedule for permanent repairs and costs. The awarded contractor/s shall be required to respond within twenty-four (24) hours of the initial request/call. The awarded contractor/s shall be required to respond to post hurricane/natural disaster service calls immediately and advise City personnel of availability of roofing crews.
2. When a pre-quote conference is mandatory, it will be noted as such on the Request for Quote. When a conference is mandatory, awarded contractors must attend in order to be eligible to quote. Failure to attend three (3) required pre-quote conferences per year may be cause for termination of your agreement with the City. Contractors must sign the attendance sign-in sheet, which shall be considered proof of attendance.
3. It is the contractor's responsibility to become fully informed as to the nature and extent of the work required and its relation to any other work in the area, including possible interference from other site activities. Contractors are advised to make a thorough inspection.
4. At times, the Project Manager may require the contractor to attend a pre-inspection prior to commencement of work on a project. All work must be established in advance and with prior approval. All schedules and the necessary arrangements to implement the work must be made with the review and approval of the City Project Manager.
5. Prior to the commencement of any work on a project, if there are any changes to the original scope of work, and/or questions from contractors to be addressed, an addendum to the project will be distributed to all quoting contractors.
6. The contractor acknowledges that all work will only be performed after receipt of an authorized Purchase Order or Task Authorization is issued.
7. If, during the course of performing work on a project, the contractor encounters conditions which impact the work and which could not have initially been evaluated, the contractor shall not proceed without written authorization from the City Project Manager or designee in the form of a Change Order.
8. If the contractor shall be delayed in the completion of work for any reason of unforeseeable causes beyond control and without fault or negligence, including, but not restricted to, acts of God or neglect of any other contractor, the period specified for the completion of services shall be extended by such time as shall be approved by the City Project Manager or designee in the form of a Change Order.
9. The contractor shall, in addition to all other guarantees, be responsible for faulty labor or workmanship and shall promptly correct improper work, without cost to the City within 48 hours after receipt of notification of such faulty labor or workmanship. If the contractor fails within 48 hours to correct defects, the City shall be entitled to have such work remedied and the contractor shall be fully liable for all costs and expenses reasonably incurred by the City. Payments in full or otherwise do not constitute a waiver of this guarantee. The guarantee period shall be effective for one (1) year after acceptance of the work by the City. A letter shall be provided by the contractor acknowledging said warranty.
10. Upon completion of services, the City reserves the right to request the contractor's assigned supervisor to review and provide written acknowledgement/documentation that work performed by their technician has been satisfactorily completed. Supervisor's review to be at no additional cost to the City and considered part of the contract obligations.

11. If the contractor neglects, fails, or refuses to complete the work within the time specified, as properly noted by the City, the contractor does hereby agree, as part consideration of awarding of the contract, to pay to the City the sum of up to \$500.00 for each and every calendar day that the contractor shall delay after the completion date stipulated on the Request for Quote and/or the Purchase Order, not as a penalty, but as liquidated damages for breach of Contract, as set forth herein.
12. All rates quoted shall include travel, labor, permits, any and all equipment and tools required. All disposal charges should be included in the contractor's overhead.
13. Awarded contractor must submit a proposed schedule of work to be performed on each awarded project. The Project Manager or his/her designee shall have approval over the proposed schedule. Contractor may not change the schedule without the prior written authorization of the Project Manager or his/her designee. The City reserves the right to change the schedule, with adequate notification, to achieve the best benefit of the work.
14. All repair work to be performed in accordance with the manufacturer's recommendations and applicable codes. There will be no emergency or overtime rates approved for these services. Contractor will be accountable/responsible for their own assessment/measurements of the installation. There will be no adjustments in cost, for increase or decrease of the services requested. Failure to do so will be at the contractor's risk.
15. Contractor shall exercise the same degree of care, skill and diligence in the performance of the work as is ordinarily provided by a contractor under similar circumstances and contractor shall, at no additional cost to the City, correct any deficiency which fails to satisfy the foregoing standard of care.

GENERAL INFORMATION:

Asbestos Statement:

All materials supplied to the City of Port Orange must be 100% asbestos-free. Responders, by virtue of submitting a Statement of Qualifications, certify that if awarded a contract, will supply only materials or equipment that are 100% asbestos-free.

Inspection and Directions:

No inspector shall have the power to waive the obligations resting upon the Contractor to furnish the best material available for the project at the best available prices and to perform the work as outlined herein and on each Request for Quote. Any failure or omission on the part of any inspector or engineer to condemn any defective material or work shall not release the Contractor from the obligation to at once tear out, remove and properly replace or rebuild the same at any time upon discovery of the defect and upon notice from the City or City's engineer to do so.

Public Safety and Convenience:

In the Contractor's use of streets and parking lots for the work to be done under these specifications, he/she shall conform to all Municipal, County, State and Federal laws and regulations as applicable. The Contractor shall at all times conduct his/her work as to ensure the least possible obstruction to normal pedestrian and vehicular traffic including access to all public and private properties during all stages of work, and inconvenience to the general public and the residents in the vicinity of the work, and to ensure the protection of persons and property, in a manner satisfactory to the Project Manager or appointed designee. There shall be no obstruction of the travel lanes between the hours of 7:00-9:00 a.m. and 4:00-6:00 p.m. without prior approval from the Project Manager or designee.

Federal Emergency Management Agency (FEMA) Required Contract Terms:

The Contractor provides services that the City may require in the event of a hurricane or other disaster. Contractor acknowledges and agrees that in such an event, the City may apply to the State of Florida or the Federal government for funds which will be used to pay Contractor or reimburse the City for payments made to the Contractor. FEMA will only consider reimbursing contracts which contain the requisite FEMA provisions Contractor desires to be eligible to be awarded disaster work and be compensated through federal funds. The following are guidelines for FEMA that the Contractor must adhere to:

- iii. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- i. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- ii. The Contractor agrees to report each violation to the City of Port Orange authorized representatives and understands and agrees that the City of Port Orange will, in turn, report each violation to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

Procurement of Recovered Materials:

In the performance of this contract, the contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

Sub-contractors:

The City of Port Orange reserves the right to approve all sub-contractors for this contract. If sub-contractors are to be used, their names and references must be included within this initial statement. Responsibility for the performance of the contract remains with the main Contractor exclusively. Sub-contractors may be added to this contract during the contract period only with PRIOR WRITTEN PERMISSION from the City of Port Orange. **Sub-contracting the actual installation of roofing materials is NOT permitted.**

Qualifications:

The successful contractors will be registered and licensed commercial roofers in the State of Florida, have qualified roofers and superintendents, administrative support or other personnel as required to perform the duties necessary to complete the various services outlined in this RFSQ. Contractors must provide manufacturers' certifications for all types of roofs they intend to work on for the City (this includes repairs and new installations). A listing of roof types is provided in Section 1 of this RFSQ. Manufacturers' certifications must be included in Tab C as outlined in Section 7.

Compensation:

After a final ranking of all statements of qualifications has been decided, the City will begin negotiations with the top ranked firm/s for a master contract and pricing.

The City may elect to provide compensation in the Lump-Sum or Unit Cost with maximum format.

All invoices shall include the Purchase Order Number, the City Contract Number, the name of the project, the authorized amount, the total of previous billings, the current billing amount, and the amount remaining unbilled. In addition, a narrative summary of services provided, explanation of expenses billed under the current billing amount and all back-up documentation needed to confirm the appropriateness of the contractor's billing shall be provided.

The City's normal payment procedures in accordance with the Florida Prompt Payment Act will be observed. No early payments shall be approved.

No out-of-scope services shall be provided or compensated in the absence of prior, written authorization in the form of an executed amendment of contract and/or issuance and approval of an appropriate change order to the existing Purchase Order. The City will accept no obligation for any services provided which do not conform to this requirement.

EXHIBIT "2"

Task Authorization

Consisting of 4 Pages

TASK AUTHORIZATION NO. [REDACTED]
Standard Contract for Services dated [REDACTED]
Between the City of Port Orange, Florida and Advanced Roofing, 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 **ADVANCED ROOFING, INC.**, a Florida corporation with its principal place of business at 1950 North West 22nd Street, Fort Lauderdale, Florida 33311 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Standard Contract for Services as dated above, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. The Contract Administrator may be contacted as follows:
Name: [REDACTED]
Address: [REDACTED]
Phone: [REDACTED]
Mobile: [REDACTED]
E-Mail: [REDACTED]
3. In addition to all other terms and conditions contained in the Contract, Contractor shall provide [REDACTED], and as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "1."
4. Contractor shall substantially complete the services to be provided herein within [REDACTED] days of the date of a written Notice to Proceed issued and executed by the City to the Contractor, with final completion [REDACTED] days thereafter ("Term"). City and Contractor agree and recognize that time is of the essence for services provided in this Task Authorization, and that the City will suffer financial loss if the services are not completed within the Term of this Task Authorization. Contractor agrees and recognizes that any delay in services provided shall constitute a material breach. Accordingly, the City and Contractor agree that as liquidated damages for delay, Contractor shall pay the City \$[REDACTED] for each day that services have not reached substantial completion, in accordance with the Term as set forth herein above. Contractor and City agree and recognize that the liquidated damages set forth herein shall not be treated as a penalty and are just damages that are proportionate to any damages that might reasonably be expected to follow from a delay to final completion.
5. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "[REDACTED]" attached hereto and made a part hereof for all purposes, subject to a limit not to exceed \$[REDACTED]. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.
6. Contractor shall provide a 100% Combination Payment and Performance Bond in accordance with Florida Statutes Section 255.05, including the Front Page and Certificate for Filing in Public Records, in a form substantially similar to the forms attached hereto as Task Authorization Exhibit

"2," and acceptable to the Port Orange City Attorney, and recorded with the Clerk of Volusia County at Contractor's expense. A separate bond shall be provided from the Surety which identifies and covers the scope of work for the project stated in this Task Authorization along with all other provisions of this Task Authorization with the penal sum of such bond being not less than the contract sum described in this Task Authorization. If any surety bond furnished in connection with this Task Authorization becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Task Authorization No. .

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

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

Witnesses:

ADVANCED ROOFING, INC.

Printed Name: _____ By: _____
Jason Carruth, Vice President

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

Printed Name: _____ Date: _____

CITY OF PORT ORANGE

By: _____
Wayne Clark, City Manager

Date: _____

ATTEST:

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

Date: _____

[CA 7981]

EXHIBIT "3"

Payment and Performance Bond

Consisting of 3 Pages

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

PAYMENT AND PERFORMANCE BOND

(Public Works)

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

BOND NO. _____

PRINCIPAL:

Developer or Contractor: Advanced Roofing, Inc.
Principal Business Address: 1950 North West 22nd Street
Fort Lauderdale, Florida 33311
Contact Person: Jason Carruth, Vice President
Phone Number: (407) 322-1555

SURETY:

Address: _____

Contact Person: _____
Phone Number: _____

OWNER:

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

Amount: \$ _____ **City Case/Project No.** RFSQ 22-14 Roof Repair and Replacements

Description of Work: RFSQ 22-14 Roof Repairs and Replacements

Project Location: Various locations within the City of Port Orange, Volusia County, Florida
Shall be determined at time of Task Authorization

Legal Description: Shall be determined at time of Task Authorization

Front Page

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

Advanced Roofing, Inc.

RFSQ 22-14 Roof Repair and Replacements

Bond No. _____

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

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

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

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain Standard Contract for Services having an effective date of _____, entered into by and between the Principal and the City, for Roof Repairs and Replacements, 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 shall be deemed an original, this _____, day of _____, 202__.

Attest:

ADVANCED ROOFING, INC.

(Name of Principal)

(As to Corporate Principal) Secretary

By: _____
Jason Carruth, Vice 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/02/2022

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

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

PRODUCER Moody Insurance Agency, Inc. 8055 East Tufts Avenue Suite 1000 Denver CO 80237	CONTACT NAME: Dave Simpson, CPCU PHONE (A/C, No, Ext): (303) 824-6600 E-MAIL ADDRESS: certrequest@moodyins.com FAX (A/C, No): (303) 370-0118														
INSURED Advanced Roofing and Sheet Metal, LLC 2320 Burner Lane Fort Meyers FL 33912	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: General Security Indemnity Co of AZ</td><td>20559</td></tr><tr><td>INSURER B: Valley Forge Insurance Co.</td><td>20508</td></tr><tr><td>INSURER C: Endurance American Specialty Ins Co</td><td>41718</td></tr><tr><td>INSURER D: Continental Casualty Company</td><td>20443</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: General Security Indemnity Co of AZ	20559	INSURER B: Valley Forge Insurance Co.	20508	INSURER C: Endurance American Specialty Ins Co	41718	INSURER D: Continental Casualty Company	20443	INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: General Security Indemnity Co of AZ	20559														
INSURER B: Valley Forge Insurance Co.	20508														
INSURER C: Endurance American Specialty Ins Co	41718														
INSURER D: Continental Casualty Company	20443														
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** 2022-2023 Advanced Roof**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			GSA463911982500	11/01/2021	12/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			7036204159	11/01/2022	11/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	☐ UMBRELLA LIAB ☐ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$			See Attached	11/01/2021	12/01/2022	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000
D	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	7036205196	11/01/2022	11/01/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

Port Orange
1000 City Center Circle,
2nd Floor
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

Moody Insurance Agency

© 1988-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: 00007415

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**

Page _____ of _____

AGENCY Moody Insurance Agency, Inc.		NAMED INSURED Advanced Roofing and Sheet Metal, LLC	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance: Notes**Auto Liability:**

CNA 71527XX 102012 Form Attached Includes:

Blanket Additional Insured status applies only to the extent provided when required by written contract.

Primary and Non-Contributory status only to the extent provided when required by written contract.

Blanket Waiver of Subrogation applies only to the extent provided in form CNA 63359XX 042012 when required by written contract.

Excess Liability:

Excess Liability policy is on a follow form basis for the following underlying insurance coverages: General Liability, Automobile Liability, and Employers Liability. Additional insured status will follow when required by written contract including Primary and Non-Contributory status when required by written contract.

Workers' Compensation:

WC 000313 From Attached Includes Blanket Waiver of Subrogation. Status applies when required by written contract.

IMPORTANT:The policy forms referenced will be sent via email only. To obtain copies, please send your request with the email address to certrequest@moodyins.com



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Moody Insurance Agency, Inc.		NAMED INSURED Advanced Roofing and Sheet Metal, LLC	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

Additional Named Insureds:
Reconstruction Holdings, Inc.
Advanced Roofing & Sheet Metal
ARSM

Excess Auto Liability – (1M)
Carrier: Endurance American Specialty insurance Co
Policy# EXT30002101801
Policy Term: 11/1/2021 to 12/1/2022;
Each Occurrence Limit - \$1,000,000
Aggregate Limit - \$1,000,000

Umbrella Liability – layer 1 (5M)
Carrier: GuideOne
Policy# 099002241
Policy Term: 11/1/2021 to 12/1/2022;
Each Occurrence Limit - \$5,000,000
Aggregate Limit - \$5,000,000

Umbrella Liability – layer 2 (3M)
Carrier: Liberty Surplus Insurance
Policy# 100036953803
Policy Term: 11/1/2021 to 12/1/2022;
Each Occurrence Limit - \$3,000,000
Aggregate Limit - \$3,000,000

Professional Liability - Non Roofing
Carrier: Ironshore Specialty Insurance Company;
Policy# DCP7BABWAMI004
Policy Term: 11/1/2022 to 11/1/2023;
Professional Liability Limit - \$5,000,000

Professional Liability - Roofing
Carrier: Ironshore Specialty Insurance Company;
Policy# ICELLUW00135245
Policy Term: 11/1/2022 to 11/1/2023;
Professional Liability Limit - \$5,000,000

Contractors Pollution Liability:
Carrier: Ironshore Specialty Insurance Company;
Policy# ICELLUW00135245
Policy Term: 11/1/2022 to 11/1/2023;
Pollution Liability Limit - \$5,000,000.

Leased and Rented Equipment:
The Continental Casualty Company;
Policy# 7036204503
Policy Term: 11/1/2022 to 11/1/2023;
Limit - \$100,000

Installation Floater:
The Continental Casualty Company;
Policy# 7036204503
Policy Term: 11/1/2022 to 11/1/2023
Limit - \$1,000,000

CONTRACTUAL LIABILITY APPLIES PER POLICY TERMS AND CONDITIONS

General Liability:
Blanket Additional Insured status applies only to the extent provided in form CG 2010 0704 when required by written contract.
Completed Operations status applies only to the extent provided in form CG 2037 0704 when required by written contract.
Blanket Waiver of Subrogation applies only to the extent provided in form CG 2404 0509 when required by written contract.
Primary and Non-Contributory status only to the extent provided in form VEN 051 00 0115 when required by written contract.

Designated Project General Aggregate applies only to the extent provided in form VEN 079 01 0318



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/13/2023

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 Frank H. Furman, Inc. 1314 East Atlantic Blvd. P. O. Box 1927 Pompano Beach FL 33061	CONTACT NAME: PHONE (A/C, No, Ext): (954)943-5050 FAX (A/C, No): (954)942-6310 E-MAIL ADDRESS: jhaase@furmaninsurance.com														
INSURED Advanced Roofing Inc Advanced Leasing Inc 200 Northstar Court Sanford FL 32771	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Greenwich Insurance Company</td><td>22322</td></tr><tr><td>INSURER B: Starr Indemnity & Liability Company</td><td>38318</td></tr><tr><td>INSURER C: Bridgefield Employers Ins Co</td><td>10701</td></tr><tr><td>INSURER D: Continental Casualty Co</td><td>20443</td></tr><tr><td>INSURER E: Federal Insurance Company</td><td>20281</td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Greenwich Insurance Company	22322	INSURER B: Starr Indemnity & Liability Company	38318	INSURER C: Bridgefield Employers Ins Co	10701	INSURER D: Continental Casualty Co	20443	INSURER E: Federal Insurance Company	20281	INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Greenwich Insurance Company	22322														
INSURER B: Starr Indemnity & Liability Company	38318														
INSURER C: Bridgefield Employers Ins Co	10701														
INSURER D: Continental Casualty Co	20443														
INSURER E: Federal Insurance Company	20281														
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: Jan 23 Sanford

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual & XCU incl ☒ Broad Form PD GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER:	X		CGS740979404	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS	X		CAH740979504	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 10,000
B	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☒ DED ☐ RETENTION \$ 0			1000588143231 excess over GL, AL, EL	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A Y	830-56020	1/1/2023	1/1/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Instal Floater 5% W/H 2500 AOP			4016260407	1/1/2023	1/1/2024	Each Jobsite 5,500,000
E	Crime/EE Theft of Client Prop			82494026	1/1/2023	1/1/2024	Per Loss/Deductible 500,000/15,000

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

Project: RFSQ #22-14 Roofing Repair and Replacement Services City of Port Orange is included as additional insured for General Liability and Auto Liability on a primary and noncontributory basis as required by written contract. Workers Compensation contain Waivers of Subrogation in favor of the Additional Insured. 30 day written notice of cancellation applies, except for nonpayment of premium, which is 10 days as required by contract.

CERTIFICATE HOLDER**CANCELLATION**

jpoolman@port-orange.org

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

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

AUTHORIZED REPRESENTATIVE

Tina Mangum/MR

© 1988-2014 ACORD CORPORATION. All rights reserved.



ESTABLISHED 1983

1950 NW 22nd Street

Fort Lauderdale, FL 33311

800 638.6869 TEL 954.522.6868 FAX 954.566.2967

Florida's Premiere Commercial Roofing Contractor

Committed to Quality

To: Kevin Sweat
Parks Manager
City of Port Orange
1395 Dunlawton Ave
386 506 5856
ksweat@port-orange.org

Job Name: YMCA Blister Repairs

Address: 4701 City Center Parkway
Port Orange, FL 32129

Date: 3.29.2023

We are pleased to submit the following proposal for your consideration on the above referenced premises as follows. We agree to provide all labor, material, tools, equipment and proper insurance with excess liability up to twelve (12) million dollars.

WORK SCOPE

1. Set up safety in the immediate area where repairs will be performed.
2. Broom clean the immediate area around the perimeter of all identified blisters in the roof system for an approximate total of 2,630'SF.
3. Cut the roof open and allow the membrane to relax upon itself and lay flat on the roof surface.
4. Embed surface granules into the existing cap sheet to prep for torch down repair over the affected area.
5. Torch down a patch over the prepped membrane at the spot of the blisters.
6. Install a three course of roof cement with embedded fabric and another layer of roof cement around the perimeter of the torched down patch.
7. Apply a layer of white granules over the modified cement for added UV protection and to extend the life of the repair.
8. Tool in new sealant to all thru wall scuppers around the perimeter of the building where the existing membrane is separating from the scupper.
9. Remove all trash and debris from the roof surface and work site.

Exclusions:

- Weekend, evening and overtime labor rates
- Any repairs not listed above

QUOTATION

FOR THE SUM OF:.....\$24,355.00

(Twenty Four Thousand Three Hundred and Fifty Five Dollars)

Safety and protection of the property is our concern and we take precautions to protect people and property from damage or injury during the course of the job. All work areas will be cleaned daily and equipment will be removed immediately upon completion of work.

We are fully and properly insured with excess coverage of twenty-five (25) million dollars. In addition with our base coverage of one (1) million, two (2) million aggregate, we also carry an additional \$10,000,000 in excess coverage. Proof of insurance will be sent upon request. It is in the best interest of the owner to make sure a contractor carries the amount of insurance as stated above and ask for proof.

Our work is done in a workmanlike manner by trained qualified mechanics using the latest technical equipment for the job. During the course of the job the progress, workmanship and housekeeping is documented and reviewed by management for quality control. As always, ADVANCED ROOFING, INC. is "Committed to Quality".

If you have any questions, or if I can be of further assistance, please feel free to contact me.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance.

Authorized Signature: _____

Justin F Tyler

Senior Estimator

NOTE: This proposal may be withdrawn by us if not accepted within _____ Fourteen (14) _____ days.
Owner is responsible for asbestos testing and related cost to remove.

Acceptance of Proposal

The undersigned as (check one) ☐ Owner ☐ Authorized agent of Owner hereby accepts and agrees to the prices, specifications and conditions indicated above and on the reverse side of this contract.

Accepted: Signature:

Date: Signature:

*Terms & Conditions on last page(s) apply.

State License: CCC 024413



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 7/18/2023

SUBJECT: (C8f) Approval to award ITB 23-07 to Danus Utilities, Inc. for Sanitary Sewer Manhole Lining

DEPARTMENT: Engineering

GOAL: 2-Infrastructure

RECOMMENDED MOTION: Move to award ITB 23-07 to Danus Utilities, Inc. for Sanitary Sewer Manhole Lining and to authorize the Mayor and City Clerk to execute all necessary documents.

SUMMARY: Engineering is requesting Council to approve awarding ITB 23-07 Sanitary Sewer Manhole Lining to Danus Utilities and to authorize the Mayor and City Clerk to execute all necessary documents.

Sanitary sewer manhole lining is part of the city's ongoing efforts to reduce inflow and infiltration (I&I) into the sanitary sewer collection system. Engineering and Public Utilities Field Operations staff work together to locate areas of high I&I that are in need of manhole lining. The following areas of the city have been identified as having high I&I and in need of lining - Ravenwood, Foxboro, and Deep Forest.

Inflow and infiltration (I&I) are terms used to describe ways that groundwater and stormwater enter a sanitary sewer system. Inflow occurs when stormwater enters through a direct connection with the sanitary sewer system. Infiltration occurs when groundwater seeps into the city sewer system through cracks in the pipes and manholes. As infrastructure ages and the ground shifts (due to rain, vibrations, construction activities, etc), the underground pipes move. This movement can cause cracks or separation of joints in sewer piping and cracks in the manholes. These cracks allow groundwater into the sewer systems. There are approximately 6,680 sanitary manholes located in the Port Orange sewer collection system.

This extra water due to I&I leads to higher operating costs at the wastewater treatment plant. During periods of heavy rain, the wastewater plant flows can increase over 3 million gallons per day due to I&I. I&I increase lift station energy costs and an increased potential of sanitary sewer overflows due to the increased volume of water in the system. In 2015, the I&I study was conducted by Wade Trim to identify major I&I areas in the sewer collection system. The study included evaluation of the sewer laterals, mains, and manholes where rain and ground water was entering into the system. Repairs include either complete manhole replacement, spot repairs, or "lining" the existing manhole with either a brushed-on epoxy-based liner, a fiber reinforced plastic

liner or a special “cured in place” lining. Once the liner system is cured, it becomes part of the manhole structure. Advantages to the rehabilitation process is that no costly excavation or disturbance to the customers occurs.

On June 7, 2023, Purchasing received two (2) sealed bids for ITB 23-07 Sanitary Sewer Manhole Lining. The lowest responsive and responsible bidder was Danus Utilities.

Bid results are as follows:

Danus Utilities, Inc -	\$1,083,225.00
American Piping -	\$1,139,568.43

The Engineering Department is requesting the contract to be executed with an initial term of two (2) years with three (3) one (1) year renewal periods upon mutual agreement of both parties. Renewal will be approved by the City Manager. The authorized spending authority is limited to the budgeted amount as approved by City Council for the then-current fiscal year.

PRESENTER: Junos Reed

ATTACHMENTS:

1.	Danus Utilities, LLC - Standard Contract for Services ITB 23-07 Sanitary Sewer Manhole Lining	Danus Utilities, LLC - Standard Contract for Services ITB 23-07 Sanitary Sewer Manhole Lining.pdf
2.	ITB 23-07 Bid Tabulation FINAL (1)	ITB 23-07 Bid Tabulation FINAL (1).pdf
3.	ITB #23-07 Sanitary Sewer Manhole Lining	ITB #23-07 Sanitary Sewer Manhole Lining.pdf
4.	Attachment 1 Schedule of Unit Pricing	Attachment 1 Schedule of Unit Pricing.pdf
5.	ITB #23-07 Addendum No. 1 (1)	ITB #23-07 Addendum No. 1 (1).docx
6.	ITB 23-07 Addendum No.2 Final 6.7.2023 (1)	ITB 23-07 Addendum No.2 Final 6.7.2023 (1).pdf
7.	Danus Utl - COI 2024	Danus Utl - COI 2024.pdf
8.	ITB 23-07 Affidavits DANUS	ITB 23-07 Affidavits DANUS.pdf
9.	ITB 23-07 Notice of Intent to Award FINAL	ITB 23-07 Notice of Intent to Award FINAL.pdf
10.	ITB 23-07 REVISED (Attachment 1) Schedule of Unit Pricing Final 6.7.2023	ITB 23-07 REVISED (Attachment 1) Schedule of Unit Pricing Final 6.7.2023.pdf
11.	ITB 23-07 Sign In Sheet 5.17.2023	ITB 23-07 Sign In Sheet 5.17.2023.pdf

Julia Wiggins
Richard Colby
Junos Reed
John McKinney
Matthew Jones
Wayne Clark

Created/Initiated - 6/27/2023
Approved - 6/27/2023
Approved - 6/27/2023
Approved - 7/5/2023
Approved - 7/6/2023
Approved - 7/6/2023

Tracee Cody

Final Approval - 7/7/2023



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2023, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **DANUS UTILITIES, INC.** ("Contractor"), **DANUS UTILITIES, INC.**, a Florida corporation whose principal address is 2320 Beardall Avenue, Sanford, Florida 32771. The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

(a) The Contractor hereby agrees to provide Sanitary Sewer Manhole Linings, and as more specifically described in Intent to Bid 23-07 ("ITB 23-07"). This Contract together with ITB 23-07, Addendum No. 1, Addendum No. 2, and Contractor's proposal, all of which may be referred to as the "Contract" and all of which are made a part hereof by reference shall constitute the formal written Contract between the City and Contractor. For convenience, Section 3 Scope of Work, Addendum No. 1 and Addendum No. 2 of ITB 23-07, and the Bid Tabulation as submitted by Contractor in Contractor's Proposal are attached hereto as Exhibit "1." A complete copy of ITB 23-07 is available in the Office of the City Clerk. Contractor represents that they are familiar with the documents that make up the Contract, as referenced hereinabove.

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

Term: This Contract shall become effective on the last date the Contract is signed by the Parties ("Effective Date"). The Contract shall commence upon execution of the Contract by the Parties, and shall continue for a period of two (2) years (the "Term").

Renewals: This Contract may be renewed for three (3) one-year periods, upon written agreement of the Parties, City Manager approval, and budget appropriation.

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

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

Authorization for Services: This Contract standing alone does not authorize the purchase of any goods or services or require the City to place any orders for goods or service. Authorization for the performance of services by the Contractor under this Contract shall be in the form of written Task Authorization(s) ("Task Authorization") issued and executed by the City and signed by the Contractor. A sample Task Authorization is attached hereto as Exhibit "2." Task Authorization(s) may require a Payment and Performance Bond. Task Authorization(s) requiring a Payment and Performance Bond, shall include an Exhibit attaching the required Payment and Performance Bond. The City reserves the right to contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

2. City Obligations. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "1" attached hereto, subject to a limit not to exceed budget appropriation for the then 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 "3" 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 Engineering Director, Junos Reed, shall perform contract administration of this Contract. The City may change the contract administrator, from time to time and at any time, upon written notice to Contractor. For notice provisions, see the paragraph below entitled "Notice."

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

6. Termination for Convenience of the City

(a) The parties agree that the City may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or part, whenever the City Manager of Port Orange shall determine that such termination is in the best interest of the City.

(b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the City Manager or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Contractor shall:

- (i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
- (ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;
- (iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;
- (iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and
- (v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of termination, unless one or more extensions of three (3) months each are granted by the Finance Director.

(e) The Finance Director, with the approval of the City Manager, shall pay from the using department's budget, reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or work completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Finance Director shall pay the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

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

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

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

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

9. Examination of Records

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

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

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

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

- (a) Keep and maintain public records required by the City to perform the service.
- (b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the City.
- (d) Upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt from public records disclosure requirements. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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

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

11. Termination for Non-Appropriation of Funds

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

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

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

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A-" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Contractor shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes

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

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

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

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

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

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

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

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

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

15. Modifications or Changes to this Contract

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

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

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

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

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

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

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

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

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

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

20. Inspection

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

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

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

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

21. Liability for Loss or Damage.

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

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

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

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

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

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

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

22. Disputes. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Agreement. The decision by the City Manager shall be final and binding unless, within five (5) business days from the date of delivery of the decision of the City Manager, appeal is made to the City Council in writing and delivered to the City Clerk, Robin L. Fenwick, MMC. The decision

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

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

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

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

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

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

City:	City of Port Orange Attention: City Manager 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5501
Copy to:	City of Port Orange Attention: Junos Reed, Engineering Director 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5751
Contractor:	Danus Utilities, Inc. Attention: Dan J. Pardus, President 2320 Beardall Avenue Sanford, Florida 32771 (386) 882-6200 – Telephone Raymond@danusutilities.com

P.O. Box 291671

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 page intentionally left blank

Witnesses:

DANUS UTILITIES, INC.

Printed Name:_____

Printed Name:_____

By:_____
Dan J. Pardus, President

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

Date:_____

CITY OF PORT ORANGE

By: _____
Donald O. Burnette, Mayor

Date: _____

ATTEST:

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

Date: _____

EXHIBIT “1”

Contractor's Quote, Scope of Services, Addendum No. 1,
and Addendum No. 2 of ITB 23-07

Consisting of 11 Pages

REVISED (ATTACHMENT 1) SCHEDULE OF UNIT PRICING
CITY OF PORT ORANGE
ITB #23-07
SANITARY SEWER MANHOLE LINING

Completed REVISED (Attachment 1) Schedule of Unit Pricing MUST be included with Bid Submission

Estimated quantities of work provided on REVISED (Attachment 1) Schedule of Unit Pricing are for establishing the unit price per bid item. The City does not guarantee the amount of work to be done under this contract.

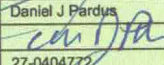
Bidders are required to complete all fields shaded in green.

NAME OF BUSINESS: Danus Utilities, Inc.

CONTACT PERSON: Robert Brown

EMAIL ADDRESS: robert@danusutilities.com

AUTHORIZED NAME: Daniel J. Pardus

AUTHORIZED SIGNATURE: 

STATE OF FLORIDA GC/CUC #: 27-0404772

ITEM #	DESCRIPTION	UNIT	ESTIMATED QUANTITIES	UNIT PRICE	EXTENDED PRICE
GENERAL					
1	Mobilization	EA	4	\$1,000.00	\$4,000.00
2	FDOT Maintenance of Traffic (Index 102-602)	Day	1	\$450.00	\$450.00
3	FDOT Maintenance of Traffic (Index 102-603)	Day	1	\$925.00	\$925.00
4	FDOT Maintenance of Traffic (Index 102-613)	Day	1	\$750.00	\$750.00
TOTAL GENERAL LINE ITEMS (1-4)					\$6,125.00
CONSTRUCTION					
1	Lining of Manholes/Wet Wells using Raven 405 Epoxy Lining System	SF	20000	\$37.00	\$740,000.00
2	Cementitious Build Back of Existing Manhole/Wet Well Structure with Minimal Deterioration Up to 2" Thick	SF	1000	\$5.00	\$5,000.00
3	Cementitious Build Back of Existing Manhole/Wet Well Structure with Severe Deterioration Up to 4" Thick	SF	500	\$9.00	\$4,500.00
4	Chemical Grout to Stop Ground Water Infiltration per Tube of AV202 Multigrout	EA	15	\$125.00	\$1,875.00
5	Chemical Grout to Stop Ground Water Infiltration (Heavy)	Gal	5	\$475.00	\$2,375.00
6	Lining of Manholes/Wet Wells using Cured in Place Lining System - Single Layer	SF	200	\$40.00	\$8,000.00
7	Lining of Manholes/Wet Wells using Cured in Place Lining System - Multiple Layers	SF	200	\$41.00	\$8,200.00
8	Replacement of Manhole Ring and Cover in Grass (using Cast Iron R&C)	EA	25	\$1,350.00	\$33,750.00
9	Replacement of Manhole Ring and Cover in Grass (using CAPP HDPE R&C)	EA	25	\$2,250.00	\$56,250.00
10	Replacement of Manhole Ring and Cover in Pavement (using Cast Iron R&C)	EA	50	\$1,750.00	\$87,500.00
11	Replacement of Manhole Ring and Cover in Pavement (using CAPP HDPE R&C)	EA	15	\$2,650.00	\$39,750.00
12	Salvaging Manhole Ring and Cover	EA	25	\$1.00	\$25.00
13	Raising of Manhole Ring and Cover 1"-6" when repalcing Ring and Cover	EA	10	\$150.00	\$1,500.00
14	Raising of Manhole Ring and Cover 7"-12" when repalcing Ring and Cover	EA	5	\$300.00	\$1,500.00
15	Inflow Dish HDPE	EA	25	\$100.00	\$2,500.00
16	Inflow Dish Stainless Steel	EA	25	\$225.00	\$5,625.00
17	Chimney Seal	EA	15	\$400.00	\$6,000.00
18	Manholes Lacking Benches and Inverts	EA	25	\$750.00	\$18,750.00
19	Asphalt Patch up to 7'x7'x1.5" thick w/ Road Base	LS	30	\$1,750.00	\$52,500.00
20	Vactor Vacuum Truck (disposal not included)	HR	4	\$375.00	\$1,500.00
TOTAL CONSTRUCTION LINE ITEMS (1-20)					\$1,077,100.00
Grand Total - GENERAL & CONSTRUCTION LINE ITEMS					\$1,083,225.00

SECTION 3 – SCOPE OF WORK

A.1 SCOPE

It is the intent of this Specification to cover all aspects of rehabilitation of manholes and wet wells including types of repairs, methods of repair, materials, and equipment.

Sanitary sewer manhole lining covers the following type of repairs:

- A. Lining and sealing of sanitary manholes and wet wells.
- B. Replacement of manhole ring and cover.
- C. Raising of existing manhole ring and cover to existing or above grade.
- D. Manhole Inflow Dish.
- E. Manhole Chimney Seal.

A.2 LINING OF MANHOLES USING URETHANE/EPOXY-BASED LINING

- A. A Project Manager or Project Supervisor, representing the Contractor shall always be present while work is being performed by either the Contractor or Subcontractors.
- B. General: The work consists of applying with a brush, roller, airless or air-assisted spray a urethane/epoxy-based material to the walls, inverts, and benches of manholes and wet wells, resulting in a monolithic liner of a minimum 1/4 inches (250 mils) in thickness or more, as determined by the manufacturer for the specific depth and water table. Greater urethane/epoxy-based line thicknesses may be required on specified structures as directed by the city. The applicator shall furnish all labor, equipment, and materials for installing the lining over pre-cast concrete, concrete block, masonry brick manholes or other structures exposed to a sanitary sewer environment, new or used, using approved equipment. The installation shall be in accordance with the following Contract Specifications along with manufacturer's recommendations.
- C. Materials
 - 1. Mixture: A proprietary urethane/epoxy-based material specifically designed for manhole applications shall be Raven 405 as manufactured by Raven Lining Systems or City Engineer approved equal. The product shall be corrosion resistant to the ingredient of the sanitary sewer environment and shall be designed to bond to wet (not running) surfaces.
 - 2. Water: Shall be clean and potable.
 - 3. Other Materials: No material shall be used with or added to mixture without prior approval by the City Engineer.
- D. Properties
 - 1. Physical:
 - a. Tensile stress, ASTM D-638 - 7,600 psi
 - b. Tensile Ultimate Elongation ASTM D638 – 1.5%
 - c. Compressive Strength ASTM D 695 – 18,000 psi
 - d. Flexural strength, ASTM D-790 – 13,000 psi
 - e. Flexural modulus, ASTM D-790 – 550,000 psi

2. Liner Mix shall be made with manufacturer's recommendations for manhole applications.
- E. Application
1. Preparation:
 - a. Place covers over invert before prepping.
 - b. All foreign materials shall be removed from the manhole walls and bench using high-pressure water spray (minimum 5,500 psi). loose and protruding brick, mortar and concrete shall be removed using a mason's hammer and chisel. All non-leaking voids shall be filled with non-shrink cement-based material containing hydraulic cement, as approved and directed by the city.
 - c. Active leaks shall be stopped using products specifically for that purpose and according to manufacturer's recommendations. Chemical Grouting with Avanti 202 or approved equal shall be used to cease inflow into manholes.
 - d. Excessively leaking manholes shall be drilled through the manhole wall and injected with grout sealant. Payment for this item of work shall be at the unit price bid only if normal active leak stoppage methods are not effective and said work is approved by the city.
 - e. All loose material shall be removed following the completion of preparation work.
 - f. The sanitary sewer flow shall be diverted as necessary to perform the required manhole rehabilitation.
 2. Spray Application of the Liner:
 - a. Prior to spraying, surfaces to be rehabilitated shall be damp without noticeable free water droplets or running water. Material shall be spray applied to a minimum uniform thickness to ensure that all voids and crevices are filled smooth.
 - b. The application of the liner shall provide a monolithic liner having a minimum total average thickness of 250 mils (0.25 inches) or thicker as directed by the city. The finished liner shall have an equal total average thickness throughout the structure to be rehabilitated. If the manufacturer's recommendations require a greater minimum total average thickness due to hydrostatic loading caused by the water table, the manufacturer's recommendations shall control. The liner shall be applied to the invert, bench, vertical walls, cone section, and all other surfaces made of brick, tile, pre-cast concrete, or concrete block within the structure's interior. Within rehabilitated manholes, the invert and bench shall be smooth and sloped in the direction of the flow. The manhole bench shall have a gradual slope to the invert. The invert transition to the pipe shall be smooth and shall not impair the flow.
 - c. No application shall be made when ambient temperatures are less than 40°F and when freezing is expected within 24 hours unless specific recommendations are made by the manufacturer.
 - d. A minimum of 30 minutes cure time or more as required by the product manufacturer shall be allowed before returning to active flow.

F Payment

1. Payment for the lining of manholes and wet wells with Urethane/Epoxy-Based spray lining application will be per square foot of surface area lined and shall include any cost associated with the installation of the liner as outlined in this section.

A.3 LINING OF MANHOLES USING CURED-IN-PLACE LINING SYSTEMS

Manholes constructed with brick or tile which are structurally compromised as determined by the City or Engineer will be repaired using a cured-in-place lining system.

- A. A Project Manager or Project Supervisor, representing the Contractor shall always be present while work is being performed by either the Contractor or Subcontractors.
- B. General: The work consists of installing a resin impregnated custom fabricated liner by means of air inflation into an existing manhole, wet well, pump station, or catch basin. The liner is installed from the top of the casting to the top of the channel which includes shim rings, casting chimney interface, chimney, cone, wall and bench. The channel can be included as directed by the owner. When cured, the liner will provide a durable monolithic chemical resistant barrier that will protect the existing substrate from further deterioration. The finished liner will also stop any water from either entering or exiting from the lined surfaces of the original substrate.

C. Materials

The Liner shall be composed in one of the following two configurations.

1. Single Layer - Non-Porous Membrane
 - i. Non-Porous Membrane is to be a gas and liquid impermeable membrane of special non-porous materials with felt mechanically embedded on both sides. Membrane is to be custom fabricated to fit to the inside dimensions of each structure.
2. Multiple Layers - Non-Porous Membrane and fiberglass.
 - i. Non-Porous Membrane is to be a gas and liquid impermeable membrane of special non-porous materials with felt mechanically embedded on both sides. Membrane is to be custom fabricated to fit to the inside dimensions of each structure.
 - ii. Fiberglass shall be a coated woven roving style to allow for resin adherence. The weight of the fiberglass and number of layers required shall be based on the manufactured published data and the stamped design for minimum wall thickness.
3. RESIN SYSTEM
 - i. Resin shall be 100% solids epoxy formulated to withstand a typical domestic wastewater sewer system including high sulfide areas near force mains and wet wells. The resin must be compatible with both the non-porous membrane and the fiberglass. The resin must have a minimum of 250psi bond strength to wet or dry brick and concrete surfaces.

D. PREPARATORY PROCEDURES

1. PH of the original substrate shall be determined.
2. Contractor will perform preliminary cleaning of the structure with high-pressure water-blasting at a minimum of 4000psi and 4gpm to obtain the desired concrete surface profile (CSP) of 3 or greater.
3. If the desired CSP is not achieved by high-pressure water-blasting other methods of obtaining the surface profile such as abrasive blasting and acid etching shall be used.
4. The Contractor shall remove all the existing manhole steps. The metal portion of all steps will be removed to within ½" of the manhole interior wall surface. The remaining protruding metal portion of the step shall be covered with a cementitious material to provide a smooth surface on and around the protrusion for the liner to bond.
5. All open joints, voids, holes, cracks, and missing bricks larger than 3 inches in diameter or equivalent shall be patched with a cementitious material to provide a smooth surface for the liner to bond. All loose, cracked or disintegrated material shall be removed from the area to be patched exposing a sound substrate. The cementitious patch material shall be allowed to cure according to the manufacturer's specifications before continuing with the Liner installation process.
6. Bench shall be sloped so that water will flow back into channel.
7. All active water leakage shall be stopped for a minimum of 30 minutes prior to installation to allow time to insert and pressurize the Liner. This prevents resin washout and allows proper curing and bonding. Leaks may be stopped with fast setting cement or chemical grout injection.
8. When the channel is required to be lined the Contractor shall plug the inlet pipe, inspect for infiltration leaks around the inlet and outlet pipes and in the channel. All leaks present shall be stopped using chemical grout injection and/or using fast-setting cement.
9. Contractor shall remove any incoming pipes to within 2 inches of the wall. The pipe outside circumference shall be cemented with an approximate 60° taper, forming a filet between the structure wall and the pipe making a smooth transition for the liner to bond.
10. The final prepared surface shall have a concrete surface profile of 3 or greater and have a smooth uniform appearance.
11. After the above-mentioned procedures the surface shall be cleaned with degreaser or other solvents, as needed, to remove any film, grease, loose patching material, chemical grout or residue on the surface. Structure shall then be pressure rinsed with water.

E. GENERAL INSTALLATION PROCESS

1. Contractor shall verify that the liner intended for the structure matches the dimensions of the structure by measuring the dimensions of the structure and the liner prior to installation.
2. All resin intended for the liner shall be mixed properly.
3. Contractor shall apply mixed resin evenly onto both the inside and outside of the entire liner with rollers. There shall be no white spots (dry Liner) on either side of the Liner including seams and bottom disk(s). Areas of heavily saturated resin shall be spread out to cover areas that are deficient of resin.
4. Liner can be installed to include or omit the structure channel depending upon the intention of the owner.

5. For Liner installation that does not include the channel, a temporary subfloor shall be constructed to keep liner from inflating into the channel and to allow the sewer to flow unobstructed without bypass pumping. A saturated bottom disk or disks are installed onto the subfloor, bench, and up the wall about 6 inches.
6. For channel lining the incoming and outgoing pipes are plugged. This may require bypass pumping. Two or more bottom disks are placed into the channel, onto the bench, and 6 inches up the wall.
7. Resin saturated Liner is lowered into the structure and positioned properly to line up any offsets.
8. Liner is pressurized with air or water to a minimum of 3psi or liner manufactures minimum pressure. Contractor shall verify proper position of the liner from the inspection portal located on the installation canister. If Liner is not positioned properly the Liner can be raised, lowered or rotated to desired position. In some cases, it may be necessary to enter the structure to hand position portions of the liner.
9. The liner is cured with steam, hot water, or ambiently. Cure times vary according to, cure method, Liner thickness, structure size, ambient temperatures, and resin formulation. Typically, curing takes about an hour with steam. Contractor may use the exposed portion of the Liner above the frame as an indicator. When steam is used, a cool down period is needed equaling about 25% of cure time.
10. Liner shall be cut and trimmed to allow for all incoming and outgoing pipe to flow without obstruction. If channel is unlined the subfloor shall be removed.
11. All cut edges shall be sealed with an epoxy mastic material that is compatible with the Liner System.

F. FINISHED LINER

1. The finished Cured-In-Place (CIP) Liner System shall be continuous over the entire length of the structure from the cover seat to the top of the channel or shall include the channel as required. The Liner shall be smooth with minimal wrinkling.
2. Liner shall be bonded to the structure, as required by design, and in such a way as to not allow any water to flow behind the liner and enter back into the waste stream.

G. PAYMENT

1. Payment for the lining of manholes and wet wells with Cured-in-Place Lining System will be per square foot of surface area lined and shall include any cost associated with the installation of the liner as outlined in this section.

A.4 REPLACEMENT OF MANHOLE RING AND COVER

A. General: This section deals with the replacement of existing manhole rings and covers when new manhole rings and covers are required.

1. New Manhole Ring and Cover: Existing manhole ring and covers shall be cleaned and reinstalled where directed by the City. Where required, the existing manhole ring and cover shall be removed and salvaged, and a new manhole ring and cover installed and adjusted by the Contractor as directed by the City. Removing and replacement of pavement shall conform to the City Standards.
2. New manhole rings and covers shall be provided by the Contractor. The Contractor shall confirm the desired manhole ring and cover model, design, and markings with the City prior to ordering. Rings and covers shall be made of clean, even grain, cast

iron or CAP HDPE. The quality of iron in the castings shall conform to the current ASTM Specification A-48 for Class 30 iron Castings. The castings shall be smooth, true to pattern and free from projections, sand holes or defects. The portion of the ring and cover which forms the cover seat shall be machined so that no rocking of the cover is possible.

3. For HDPE R&C the material shall be a compression-molded, fiber reinforced thermoset composite and shall pass an accelerated weathering test exposing UV and water spray per ASTM G154. Frames and covers shall be capable of withstanding AASHTO M306: Proof Testing H-20/25 with Ultimate Load above 90,000 lbs (9" x 9" platen). Covers must weigh at least 70 lbs. Frames must weigh at least 40 lbs. The space between cover outside diameter and frame wall inside diameter shall be less than ¼" total (less than 1/8" per side). Exposed locks, nuts, bolts, hooks, and other metallic attachments must be 316 Stainless Steel – Austenite. Locks must be independent of the lift-point on the cover. Covers must be detectable with standard metal detectors. Both the cover and frame must be marked with permanent molded detail forming the text and logos from the composite substrate (rather than surface decals, veils, paint, inks, dyes, markers) including the following: 1) Made In USA, 2) Manufacturing Date, 3) Molder Name, 4) Load Rating, 5) Logos per Utility Drawings, and 6) non-metallic indication. Covers and Frames shall be molded by the same manufacturer and as detailed in drawings. Gaskets shall be bonded to the frame continuously at the interface with the cover to reduce wear, shock, noise, malodors and infiltration. Gaskets must be EPDM or Neoprene. Molded frame material dimensions must exceed 0.5 inches thick: e.g. walls, flanges, wall supports, and cover ledge supports. Flanges must extend at least 2 inches outward from the outside of the vertical wall. Anchor holes must be molded into the flange. All covers and frames shall be molded, assembled, and tested in the USA.
4. All HDPE manhole ring and covers shall be manufactured by Composite Access Products (CAP) or city approved equal.
5. On paved streets, the ring and cover shall be set flush with the finished grade and in the plane of the paved surface. In other locations, they shall be set to the grades determined in the field by the City.

A.5 SALVAGING MANHOLE RING AND COVER

All existing undamaged manhole rings and covers removed from the manholes shall be considered as salvaged rings and covers. These salvaged rings and covers shall always remain the property of the City after removal and delivered to the City.

Reasonable care shall be exercised to prevent unnecessary damage to the salvaged rings and covers.

The Contractor shall, upon removal of ring and cover, remove all grout from the salvaged ring and cover. The cover shall then be tied to the ring using a minimum of two (2) or more pieces of six (6) gauge wire and provided to the City.

A.6 RAISING OF EXISTING MANHOLE RING AND COVER

Existing manholes below grade shall be raised to grade using either a cast iron riser ring, concrete "donut" riser, or manhole riser section as directed by an Engineer or the City. When adjusting with brick, a maximum of 16 inches adjustment will be allowed. The mortar shall be troweled to a smooth finish.

A.7 INFLOW DISH

An inflow dish shall be installed when required by the Engineer or the City in specified manholes to prevent excessive rainwater from entering the manhole cover. Inflow dishes shall be "Rainstopper" type or an Engineer-approved equal. Inflow dishes and components shall be manufactured of material resistant to corrosion from atmospheres containing hydrogen sulfide and dilute sulfuric acid. The inflow dish shall allow venting of sewer gasses. The inflow dish shall be constructed HDEP material or 316 stainless steel and shall be anchored to the manhole by a tether. Installation shall be in accordance with the manufacturer's recommendations and shall not impede the proper seating of the manhole cover.

A.8 CHIMNEY SEAL

A chimney seal shall be installed when required by an Engineer or the City in specified new or existing manholes to stop inflow in the chimney area. Chimney seals shall be "Flex-Seal" as manufactured by Sealing Systems, Inc., or "Ring Seal" as manufactured by Southwestern Packing and Seals, Inc. or "Internal Manhole Chimney Seal" as manufactured by Cretex Specialty Products. The chimney seal shall be secured to the manhole cone and the cover ring. The chimney seal shall have a design life of at least 25 years. The chimney seal shall be installed in the manhole in accordance with the manufacturer's recommendations.

A.9 MANHOLES LACKING BENCHES AND INVERTS

Manholes lacking benches and invert shall require building of the bench and invert prior to performing any rehabilitation. Measurement and payment shall be determined by the cubic yards of concrete used to complete the bench and invert.

A.10 WARRANTY

All lining installations shall be warranted to be free from defects in materials and workmanship for a period of five (5) years from the date of project acceptance. Should a defect occur during this five (5) year period that is attributable to the lining installation or materials, then this defect shall be repaired within four (4) weeks from the date of defect notification to the contractor at no additional cost to the City.

The Contractor shall be responsible for all required repair costs associated with a lining failure during the warranty period including all cost associated with backups and all other property damage.

END OF SECTION



CITY OF PORT ORANGE

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

ADDENDUM #1

May 25, 2023

ITB #23-07 SANITARY SEWER MANHOLE LINING

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated May 10, 2023 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.

NEW BID OPENING DATE

The bid opening date of June 7, 2023 at 2:30 p.m. is hereby changed to June 14, 2023 at 2:30 p.m.

A. CHANGES TO SPECIFICATIONS:

None

B. CLARIFICATIONS:

None

C. QUESTIONS & ANSWERS:

None

In all other respects, except as specifically stated herein, the subject ITB #23-07 SANITARY SEWER MANHOLE LINING remains unchanged.

END OF ADDENDUM #1



CITY OF PORT ORANGE

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

ADDENDUM #2

June 7, 2023

ITB #23-07 SANITARY SEWER MANHOLE LINING

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated May 10, 2023 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

A. CHANGES TO SPECIFICATIONS:

None

B. CLARIFICATIONS:

The City of Port Orange has standardized to Raven Lining system for the rehabilitation of sanitary manholes.

C. REVISED (ATTACHMENT1) SCHEDULE OF UNIT PRICING

Bidders are advised they must complete REVISED (Attachment1) Schedule of Unit Pricing. If Bidder does not complete and include with bid submittal REVISED (Attachment1) Schedule of Unit Pricing, their bid will be deemed non-responsive. REVISED (Attachment1) Schedule of Unit Pricing is posted as a separate document on DemandStar and the City of Port Orange Purchasing Web page at <https://www.port-orange.org/bids.aspx>.

D. QUESTIONS & ANSWERS:

- 1) Engineered Coatings Solutions, LLC provides rehabilitation and specialty coatings for water/wastewater systems. We would like our products to be considered as equal for this solicitation.

Answer: This is not an approved product.

- 2) Is Sewpercoat or Strong Seal an approved equal for the above referenced project.

Answer: This is not an approved product.

- 3) GML Coatings (Green Monster) is requesting to be an approved material for the manhole and wet well rehabilitation.

Answer: This is not an approved product.

- 4) Nukote Coating Systems saw that Cementitious and Cement Mortar Lining were included as methods or rehab for Manholes and Wet Wells. Would the City of Port Orange be open to include a Fully Structural Spray Applied Liner on this project as an alternate? Nukote manufactures an Anti-Corrosive, Semi-Structural and Fully Structural Spray Applied Lining System to rehabilitate Water Structures.

Answer: This is not an approved product.

- 5) Will you accept Tnemec Epoxytec CPP Sprayliner MH for this Project?
Answer: This is not an approved product.
- 6) Will it be required to present a number for every line on the Schedule of Unit Pricing?
Answer: Yes, all costs must be provided for all items on the Revised (Attachment 1) Schedule of Unit Pricing.
- 7) Will the lines for the CIPM need to be complete if the line for the Epoxy coating is complete?
Answer: All costs must be provided for all items on the Revised (Attachment 1) Schedule of Unit Pricing.
- 8) Will it be the City's intention to use both types of coating or will the City decide to use one instead of the other?
Answer: The City will use both types, depending on the condition of the manhole being lined.
- 9) Is there a Pay Item for Maintenance of Traffic if we need to close a turn lane or multi lane where flaggers are not required if there is no shoulder to park trucks and equipment on which would essentially be "Standard Plans 102-613"?
Answer: Please see Item #4 on the Revised (Attachment 1) Schedule of Unit Pricing.

In all other respects, except as specifically stated herein, the subject ITB #23-07 SANITARY SEWER MANHOLE LINING remains unchanged.

END OF ADDENDUM #2

EXHIBIT “2”

Task Authorization Example

Consisting of 3 Pages

TASK AUTHORIZATION NO. [REDACTED]
Standard Contract for Services dated [REDACTED]
Between the City of Port Orange, Florida and [REDACTED]

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

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

Witnesses:



Printed Name: _____

By: _____
Printed Name: _____
Title: _____

Printed Name: _____

Date: _____

CITY OF PORT ORANGE

By: _____
Wayne Clerk, City Manager OR
Donald O. Burnette, Mayor

Date: _____

ATTEST:

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

Date: _____

EXHIBIT "3"

Payment and Performance Bond

Consisting of 3 Pages

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

PAYMENT AND PERFORMANCE BOND

(Public Works)

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

BOND NO. _____

PRINCIPAL:

Developer or Contractor: Danus Utilities, Inc.
Principal Business Address: 2320 Beardall Avenue
Sanford, Florida 32771
Contact Person: Dan J. Pardus, President
Phone Number: (386) 233-5588

SURETY:

Address: _____

Contact Person: _____
Phone Number: _____

OWNER:

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

Amount: \$ _____

City Project Number: ITB 23-07 Sanitary Sewer Manhole Lining

Description of Work: Sanitary Sewer Manhole Lining

Project Location: _____ Port Orange, Volusia County, Florida

Legal Description: _____ Port Orange, Volusia County, Florida

Front Page

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

Danus Utilities, Inc.

ITB 23-07 Sanitary Sewer Manhole Lining

Bond No. _____

COMBINATION PAYMENT AND PERFORMANCE BOND FOR PUBLIC CONSTRUCTION

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

BY THIS BOND, We, **Danus Utilities, 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 _____ **AND** **/100 DOLLARS (\$_____)**, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

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

Notice of Nonpayment and Time Limitations

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.02(2), (8) and (10), Florida Statutes.

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

IN WITNESS WHEREOF, this performance and payment bond is executed and shall be deemed an original, this _____, day of _____, 20__.

Attest:

DANUS UTILITIES, INC.
(Principal)

(As to Corporate Principal) Secretary

By: _____
Dan J. Pardus, 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.



ITB #23-07 SANITARY SEWER MANHOLE LINING

Bids Received JUNE 14, 2023 @ 2:30PM

Bidder: Atlantic Pipe Services, LLC

ITEM #	DESCRIPTION	UNIT	ESTIMATED QUANTITIES	UNIT PRICE	EXTENDED PRICE
GENERAL					
1	Mobilization	EA	4	\$746.42	\$2,985.68
2	FDOT Maintenance of Traffic (Index 102-602)	Day	1	\$1,265.00	\$1,265.00
3	FDOT Maintenance of Traffic (Index 102-603)	Day	1	\$1,595.00	\$1,595.00
4	FDOT Maintenance of Traffic (Index 102-613)	Day	1	\$1,375.00	\$1,375.00
TOTAL GENERAL LINE ITEMS (1-4)					\$7,220.68
CONSTRUCTION					
1	Lining of Manholes/Wet Wells using Raven 405 Epoxy Lining System	SF	20000	\$33.93	\$678,600.00
2	Cementious Build Back of Existing Manhole/Wet Well Structure with Minimal Deterioration Up to 2" Thick	SF	1000	\$19.45	\$19,450.00
3	Cementious Build Back of Existing Manhole/Wet Well Structure with Severe Deterioration Up to 4" Thick	SF	500	\$29.39	\$14,695.00
4	Chemial Grout to Stop Ground Water Infiltration per Tube of AV202 Multigrout	EA	15	\$140.00	\$2,100.00
5	Chemial Grout to Stop Ground Water Infiltration (Heavy)	Gal	5	\$500.46	\$2,502.30
6	Lining of Manholes/Wet Wells using Cured in Place Lining System - Single Layer	SF	200	\$85.00	\$17,000.00
7	Lining of Manholes/Wet Wells using Cured in Place Lining System - Multiple Layers	SF	200	\$85.00	\$17,000.00
8	Replacement of Manhole Ring and Cover in Grass (using Cast Iron R&C)	EA	25	\$1,811.04	\$45,276.00
9	Replacement of Manhole Ring and Cover in Grass (using CAPP HDPE R&C)	EA	25	\$2,974.50	\$74,362.50
10	Replacement of Manhole Ring and Cover in Pavement (using Cast Iron R&C)	EA	50	\$1,847.09	\$92,354.50
11	Replacement of Manhole Ring and Cover in Pavement (using CAPP HDPE R&C)	EA	15	\$3,011.94	\$45,179.10
12	Salvaging Manhole Ring and Cover	EA	25	\$1.00	\$25.00
13	Raising of Manhole Ring and Cover 1"-6" when repalcing Ring and Cover	EA	10	\$1,215.00	\$12,150.00
14	Raising of Manhole Ring and Cover 7"-12" when repalcing Ring and Cover	EA	5	\$1,333.00	\$6,665.00
15	Inflow Dish HDPE	EA	25	\$80.00	\$2,000.00
16	Inflow Dish Stainless Steel	EA	25	\$269.59	\$6,739.75
17	Chimney Seal	EA	15	\$459.99	\$6,899.85
18	Manholes Lacking Benches and Inverts	EA	25	\$517.95	\$12,948.75
19	Asphalt Patch up to 7'x7'x1.5" thick w/ Road Base	LS	30	\$2,500.00	\$75,000.00
20	Vactor Vacuum Truck (disposal not included)	HR	4	\$350.00	\$1,400.00
TOTAL CONSTRUCTION LINE ITEMS (1-20)					\$1,132,347.75
Grand Total - GENERAL & CONSTRUCTION LINE ITEMS					\$1,139,568.43

Bidder: Danus Utilities, Inc.

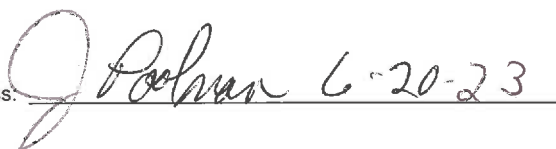
ITEM #	DESCRIPTION	UNIT	ESTIMATED QUANTITIES	UNIT PRICE	EXTENDED PRICE
GENERAL					
1	Mobilization	EA	4	\$1,000.00	\$4,000.00
2	FDOT Maintenance of Traffic (Index 102-602)	Day	1	\$450.00	\$450.00
3	FDOT Maintenance of Traffic (Index 102-603)	Day	1	\$925.00	\$925.00
4	FDOT Maintenance of Traffic (Index 102-613)	Day	1	\$750.00	\$750.00
TOTAL GENERAL LINE ITEMS (1-4)					\$6,125.00
CONSTRUCTION					
1	Lining of Manholes/Wet Wells using Raven 405 Epoxy Lining System	SF	20000	\$37.00	\$740,000.00
2	Cementitious Build Back of Existing Manhole/Wet Well Structure with Minimal Deterioration Up to 2" Thick	SF	1000	\$5.00	\$5,000.00
3	Cementitious Build Back of Existing Manhole/Wet Well Structure with Severe Deterioration Up to 4" Thick	SF	500	\$9.00	\$4,500.00
4	Chemical Grout to Stop Ground Water Infiltration per Tube of AV202 Multigrout	EA	15	\$125.00	\$1,875.00
5	Chemical Grout to Stop Ground Water Infiltration (Heavy)	Gal	5	\$475.00	\$2,375.00
6	Lining of Manholes/Wet Wells using Cured in Place Lining System - Single Layer	SF	200	\$40.00	\$8,000.00
7	Lining of Manholes/Wet Wells using Cured in Place Lining System - Multiple Layers	SF	200	\$41.00	\$8,200.00
8	Replacement of Manhole Ring and Cover in Grass (using Cast Iron R&C)	EA	25	\$1,350.00	\$33,750.00
9	Replacement of Manhole Ring and Cover in Grass (using CAPP HDPE R&C)	EA	25	\$2,250.00	\$56,250.00
10	Replacement of Manhole Ring and Cover in Pavement (using Cast Iron R&C)	EA	50	\$1,750.00	\$87,500.00
11	Replacement of Manhole Ring and Cover in Pavement (using CAPP HDPE R&C)	EA	15	\$2,650.00	\$39,750.00
12	Salvaging Manhole Ring and Cover	EA	25	\$1.00	\$25.00
13	Raising of Manhole Ring and Cover 1"-6" when repalcing Ring and Cover	EA	10	\$150.00	\$1,500.00
14	Raising of Manhole Ring and Cover 7"-12" when repalcing Ring and Cover	EA	5	\$300.00	\$1,500.00
15	Inflow Dish HDPE	EA	25	\$100.00	\$2,500.00
16	Inflow Dish Stainless Steel	EA	25	\$225.00	\$5,625.00
17	Chimney Seal	EA	15	\$400.00	\$6,000.00
18	Manholes Lacking Benches and Inverts	EA	25	\$750.00	\$18,750.00
19	Asphalt Patch up to 7'x7'x1.5" thick w/ Road Base	LS	30	\$1,750.00	\$52,500.00
20	Vactor Vacuum Truck (disposal not included)	HR	4	\$375.00	\$1,500.00
TOTAL CONSTRUCTION LINE ITEMS (1-20)					\$1,077,100.00
Grand Total - GENERAL & CONSTRUCTION LINE ITEMS					\$1,083,225.00

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

Buyer: _____

 6/20/2023

Witness: _____

 6-20-23

CITY OF PORT ORANGE, FLORIDA

INVITATION TO BID

ITB#23-07

SANITARY SEWER MANHOLE LINING



City of Port Orange Purchasing Division
Prepared by: Chip Kent, Purchasing Agent
Release Date: May 10, 2023

Bid Due Date & Time: June 07, 2023 @ 2:30 P.M.

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



Legal Notice to Proposers

ITB#23-07

Sanitary Sewer Manhole Lining

Notice is hereby given that the City of Port Orange is soliciting bids for ITB#23-07 Sanitary Sewer Manhole Lining. Bids will be accepted in the City Clerk's office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until **2:30 P.M. on June 7, 2023** 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 Non-Mandatory Pre-Bid Conference for the project at **10:00 A.M.** (local time) on **May 17, 2023** at City Hall, Council Chambers (1st floor), 1000 City Center Circle, Port Orange, FL 32129. All Bidders are encouraged to attend the Non-Mandatory Pre-Bid Conference. All attendees of the Pre-Bid Conference must sign in on the attendance sheet. The representative of each Bidder shall be an authorized employee of the Bidder and must sign in accordingly. Bidders are urged to obtain Bid documents and familiarize themselves with the documents prior to the Pre-Bid Conference.

A Bid Guarantee in the form of a Bid Bond executed by the Bidder and an acceptable surety or a certified check or bank draft payable to the City of Port Orange, Florida in an amount equal to five percent (5%) of the proposed bid must be submitted with each bid.

DESCRIPTION: Rehabilitation of manholes and wet wells including the types of repairs, methods of repair, materials, and equipment. Sanitary sewer manhole and wet well rehabilitation will include Lining and sealing of sanitary manholes and wet wells; Replacement of manhole ring and cover; Raising of existing manhole ring and cover to existing or above grade; Installing Manhole Inflow Dish where required; Installing Manhole Chimney Seal where required.

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

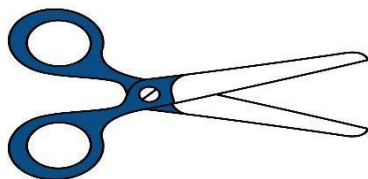
All bids are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-263, and all bids will be evaluated in accordance with the provisions thereof. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida 32129 and at www.municode.com. Local Bidders may be given a local preference pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-275.

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

All questions shall be directed **in writing** to Purchasing Agent, Chip Kent, ckent@port-orange.org, and purchdiv@port-orange.org and reference "Questions on **ITB#23-07 Sanitary Sewer Manhole Lining** in the subject line. The last day for questions will be May 24, 2023 by 5:00 P.M.

[Remainder of this page left intentionally blank]

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



SEALED BID - DO NOT OPEN

SEALED BID NO.: ITB#23-07

BID TITLE: Sanitary Sewer Manhole Lining

DUE DATE/TIME: June 07, 2023 AT 2:30 P.M.

SUBMITTED BY: _____
(Name of Company)

BIDDER'S ADDRESS: _____

DELIVER TO: CITY OF PORT ORANGE CITY CLERK'S OFFICE
ATTN: Chip Kent, Purchasing Agent
PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FL 32129

DATE/TIME RECEIVED: _____
(To be stamped by Clerk's Office)

Contents

SECTION 1 – PURPOSE AND OVERVIEW	5
SECTION 2 – INSTRUCTIONS TO BIDDERS.....	6
SECTION 3 – SCOPE OF WORK.....	10
SECTION 4 – STANDARD PURCHASE DEFINITIONS	17
SECTION 5 – GENERAL TERMS AND CONDITIONS.....	20
SECTION 6 – SPECIAL REQUIREMENTS/INSTRUCTIONS.....	40
SECTION 7 – REQUIRED FORMS	42
FORM 7.1 – BID SUBMITTAL CHECKLIST	42
FORM 7.2 – BIDDER’S ACKNOWLEDGEMENT FORM	43
FORM 7.3 – ADDENDUM AND CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT.....	44
FORM 7.4 – DRUG-FREE PREFERENCE STATEMENT	45
FORM 7.5 – SWORN STATEMENT ON PUBLIC ENTITY CRIMES	46
FORM 7.6 – ANTI-COLLUSION FORM	47
FORM 7.7 – STATEMENT OF BIDDER’S QUALIFICATIONS.....	48
FORM 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE	49
FORM 7.9 – LISTING OF SUBCONTRACTORS	51
FORM 7.10 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY.....	52
FORM 7.11 – E-VERIFY AFFIDAVIT	52
FORM 7.12 – CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY..	54
FORM 7.13 – NO SUBMITTAL RESPONSE FORM	55
ATTACHMENT 1 – SCHEDULE OF UNIT PRICING.....	56
BID BOND	57
PAYMENT & PERFORMANCE BOND	59
LEASED EMPLOYEE AFFIDAVIT (for informational purposes only).....	62
AFFIDAVIT REGARDING WORKERS’ COMPENSATION (for informational purposes only).....	63
CITY OF PORT ORANGE CONTRACT DOCUMENTS (for informational purposes only)	64

SECTION 1 – PURPOSE AND OVERVIEW

The purpose of this Invitation to Bid (ITB) is to solicit competitive sealed bids from Firms or Companies (Bidders) for the rehabilitation of sanitary sewers, manholes and wet wells including the types of repairs, methods of repair, materials, and equipment.

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

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

[Remainder of this page left intentionally blank]

SECTION 2 – INSTRUCTIONS TO BIDDERS

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

TIMELINE (Local Time):

The City reserves the right to alter dates as needed.

DESCRIPTION	DATE
Date of Distribution	May 10, 2023
Non-Mandatory Pre-Bid Conference	May 17, 2023
Deadline for Questions	May 24, 2023
Addendum Posting	May 31, 2023
Bids Due	June 07, 2023
City Council Meeting for Approval of Recommendation of Award	To Be Determined

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

City of Port Orange City Clerk's Office
Attn: Chip Kent, Purchasing Agent
Purchasing Division
1000 City Center Circle
Port Orange, FL 32129

Sealed bids must be delivered no later than the date and time listed in the Timeline above. All times referenced are local time. Bids shall be sealed, and Bidders shall clearly indicate on the outside of their bid the following:

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

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

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

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

All bids will be opened publicly, and the names of all Bidders shall be read aloud. All conferences and meetings regarding this ITB are recorded electronically (audio only). The City of Port Orange reserves the right to reject any or all bids or parts of bids if it is in the best interest of the City.

PRE-BID CONFERENCE

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

QUESTIONS REGARDING THIS ITB

All questions shall reference **ITB#23-07 Sanitary Sewer Manhole Lining** in the subject line. All questions concerning this ITB shall be submitted in writing no later than the date and time referenced in the Timeline above to:

Chip Kent, Purchasing Agent
1000 City Center Circle
Port Orange, FL 32129
ckent@port-orange.org and
purchdiv@port-orange.org

ADDENDA REGARDING THE INVITATION TO BID

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Bid Due Date. Bidders should not rely on any representations, statements or explanations other than those made in this ITB or in any addendum to this ITB. Where there appears to be a conflict between the ITB and any addenda issued, the last addendum issued will prevail. The Bidder should verify prior to submitting a bid that all addenda have been received. Bidders should acknowledge the correct number of addenda received as part of their bids. Addenda will be published on the City Purchasing web page at www.port-orange.org/bids.aspx and the DemandStar website at www.demandstar.com.

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

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

CLARIFICATIONS

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

MINIMUM QUALIFICATIONS

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

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

NO LOBBYING

All Bidders are hereby placed on notice that the City of Port Orange Council, City Employees/Staff, nor Members of the Evaluation Committee (with the exception of the City of Port Orange Purchasing Division personnel designated to receive requests for interpretations or corrections) are not to be lobbied, directly or indirectly either individually or collectively, regarding this ITB. During the entire procurement process,

all Bidders and their subcontractors, sub-consultants, or agents are hereby placed on notice that they are not to contact any persons listed above for such purposes as holding meetings of introduction, dinners, etc. if they intend to submit or have submitted Bids for this project. Any Bidder contacting individuals mentioned herein in violation of this warning may automatically be disqualified from further consideration for this ITB.

SCHEDULE OF UNIT PRICING

Schedule of Unit Pricing is to be completed as directed and without modification and returned as part of the ITB submittal prior to the ITB deadline for submission. Failure to fill out the Schedule of Unit Pricing as directed and without modification may negatively affect the evaluation of your bid.

EXCEPTIONS TO SPECIFICATIONS

If taking exception to any portion of the ITB specifications, the Bidder must indicate those exceptions as stated on the Bidder's Acknowledgement Form (7.2).

BID SUBMISSION AND WITHDRAWAL

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

CORRECTION OF BIDS

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

WITHDRAWAL OF BIDS

NO bid shall be withdrawn for a period of one hundred twenty (120) days subsequent to the bid opening without the consent of the City of Port Orange. Negligence on the part of the Bidder in preparing the bid confers no right of withdrawal or modification after the bid has been opened at the appointed time and place by the City of Port Orange. Any such withdrawn bid shall not be resubmitted.

OPENING OF BIDS

Bids will be received until the date and time stated in this ITB and will be publicly opened and read at the place, time and date stated. The City bears no responsibility for the premature opening of a bid not properly addressed and identified.

LITIGATION HISTORY

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

DEBARMENT HISTORY

The City will consider a Bidder's debarment history information in its review and determination of responsibility. All Bidders are required to disclose to the City all cases of debarment filed, pending, or resolved by the City or other public entity during the last five (5) years prior to the solicitation response due date, whether such actions were brought by or against the Bidder, any parent or subsidiary of the Bidder, or any predecessor organization. If the Bidder is a joint venture, the information provided should encompass the

joint venture (if it is not newly formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. Although the review of a Bidder's debarment history is an issue of responsibility, the failure to provide debarment history as required in the Proposal Submittal and Requirements Section may result in a recommendation of non-responsive by the Purchasing Manager.

REJECTION OF BIDS

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

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

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

OWNERSHIP OF DOCUMENTS

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

AMERICANS WITH DISABILITIES ACT (ADA)

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

REQUIRED DOCUMENTS FOR AWARDED BIDDER

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

[Remainder of this page left intentionally blank]

SECTION 3 – SCOPE OF WORK

A.1 SCOPE

It is the intent of this Specification to cover all aspects of rehabilitation of manholes and wet wells including types of repairs, methods of repair, materials, and equipment.

Sanitary sewer manhole lining covers the following type of repairs:

- A. Lining and sealing of sanitary manholes and wet wells.
- B. Replacement of manhole ring and cover.
- C. Raising of existing manhole ring and cover to existing or above grade.
- D. Manhole Inflow Dish.
- E. Manhole Chimney Seal.

A.2 LINING OF MANHOLES USING URETHANE/EPOXY-BASED LINING

- A. A Project Manager or Project Supervisor, representing the Contractor shall always be present while work is being performed by either the Contractor or Subcontractors.
- B. General: The work consists of applying with a brush, roller, airless or air-assisted spray a urethane/epoxy-based material to the walls, inverts, and benches of manholes and wet wells, resulting in a monolithic liner of a minimum 1/4 inches (250 mils) in thickness or more, as determined by the manufacturer for the specific depth and water table. Greater urethane/epoxy-based line thicknesses may be required on specified structures as directed by the city. The applicator shall furnish all labor, equipment, and materials for installing the lining over pre-cast concrete, concrete block, masonry brick manholes or other structures exposed to a sanitary sewer environment, new or used, using approved equipment. The installation shall be in accordance with the following Contract Specifications along with manufacturer's recommendations.
- C. Materials
 - 1. Mixture: A proprietary urethane/epoxy-based material specifically designed for manhole applications shall be Raven 405 as manufactured by Raven Lining Systems or City Engineer approved equal. The product shall be corrosion resistant to the ingredient of the sanitary sewer environment and shall be designed to bond to wet (not running) surfaces.
 - 2. Water: Shall be clean and potable.
 - 3. Other Materials: No material shall be used with or added to mixture without prior approval by the City Engineer.
- D. Properties
 - 1. Physical:
 - a. Tensile stress, ASTM D-638 - 7,600 psi
 - b. Tensile Ultimate Elongation ASTM D638 – 1.5%
 - c. Compressive Strength ASTM D 695 – 18,000 psi
 - d. Flexural strength, ASTM D-790 – 13,000 psi
 - e. Flexural modulus, ASTM D-790 – 550,000 psi

2. Liner Mix shall be made with manufacturer's recommendations for manhole applications.
- E. Application
1. Preparation:
 - a. Place covers over invert before prepping.
 - b. All foreign materials shall be removed from the manhole walls and bench using high-pressure water spray (minimum 5,500 psi). loose and protruding brick, mortar and concrete shall be removed using a mason's hammer and chisel. All non-leaking voids shall be filled with non-shrink cement-based material containing hydraulic cement, as approved and directed by the city.
 - c. Active leaks shall be stopped using products specifically for that purpose and according to manufacturer's recommendations. Chemical Grouting with Avanti 202 or approved equal shall be used to cease inflow into manholes.
 - d. Excessively leaking manholes shall be drilled through the manhole wall and injected with grout sealant. Payment for this item of work shall be at the unit price bid only if normal active leak stoppage methods are not effective and said work is approved by the city.
 - e. All loose material shall be removed following the completion of preparation work.
 - f. The sanitary sewer flow shall be diverted as necessary to perform the required manhole rehabilitation.
 2. Spray Application of the Liner:
 - a. Prior to spraying, surfaces to be rehabilitated shall be damp without noticeable free water droplets or running water. Material shall be spray applied to a minimum uniform thickness to ensure that all voids and crevices are filled smooth.
 - b. The application of the liner shall provide a monolithic liner having a minimum total average thickness of 250 mils (0.25 inches) or thicker as directed by the city. The finished liner shall have an equal total average thickness throughout the structure to be rehabilitated. If the manufacturer's recommendations require a greater minimum total average thickness due to hydrostatic loading caused by the water table, the manufacturer's recommendations shall control. The liner shall be applied to the invert, bench, vertical walls, cone section, and all other surfaces made of brick, tile, pre-cast concrete, or concrete block within the structure's interior. Within rehabilitated manholes, the invert and bench shall be smooth and sloped in the direction of the flow. The manhole bench shall have a gradual slope to the invert. The invert transition to the pipe shall be smooth and shall not impair the flow.
 - c. No application shall be made when ambient temperatures are less than 40°F and when freezing is expected within 24 hours unless specific recommendations are made by the manufacturer.
 - d. A minimum of 30 minutes cure time or more as required by the product manufacturer shall be allowed before returning to active flow.

F Payment

1. Payment for the lining of manholes and wet wells with Urethane/Epoxy-Based spray lining application will be per square foot of surface area lined and shall include any cost associated with the installation of the liner as outlined in this section.

A.3 LINING OF MANHOLES USING CURED-IN-PLACE LINING SYSTEMS

Manholes constructed with brick or tile which are structurally compromised as determined by the City or Engineer will be repaired using a cured-in-place lining system.

- A. A Project Manager or Project Supervisor, representing the Contractor shall always be present while work is being performed by either the Contractor or Subcontractors.
- B. General: The work consists of installing a resin impregnated custom fabricated liner by means of air inflation into an existing manhole, wet well, pump station, or catch basin. The liner is installed from the top of the casting to the top of the channel which includes shim rings, casting chimney interface, chimney, cone, wall and bench. The channel can be included as directed by the owner. When cured, the liner will provide a durable monolithic chemical resistant barrier that will protect the existing substrate from further deterioration. The finished liner will also stop any water from either entering or exiting from the lined surfaces of the original substrate.

C. Materials

The Liner shall be composed in one of the following two configurations.

1. Single Layer - Non-Porous Membrane
 - i. Non-Porous Membrane is to be a gas and liquid impermeable membrane of special non-porous materials with felt mechanically embedded on both sides. Membrane is to be custom fabricated to fit to the inside dimensions of each structure.
2. Multiple Layers - Non-Porous Membrane and fiberglass.
 - i. Non-Porous Membrane is to be a gas and liquid impermeable membrane of special non-porous materials with felt mechanically embedded on both sides. Membrane is to be custom fabricated to fit to the inside dimensions of each structure.
 - ii. Fiberglass shall be a coated woven roving style to allow for resin adherence. The weight of the fiberglass and number of layers required shall be based on the manufactured published data and the stamped design for minimum wall thickness.
3. RESIN SYSTEM
 - i. Resin shall be 100% solids epoxy formulated to withstand a typical domestic wastewater sewer system including high sulfide areas near force mains and wet wells. The resin must be compatible with both the non-porous membrane and the fiberglass. The resin must have a minimum of 250psi bond strength to wet or dry brick and concrete surfaces.

D. PREPARATORY PROCEDURES

1. PH of the original substrate shall be determined.
2. Contractor will perform preliminary cleaning of the structure with high-pressure water-blasting at a minimum of 4000psi and 4gpm to obtain the desired concrete surface profile (CSP) of 3 or greater.
3. If the desired CSP is not achieved by high-pressure water-blasting other methods of obtaining the surface profile such as abrasive blasting and acid etching shall be used.
4. The Contractor shall remove all the existing manhole steps. The metal portion of all steps will be removed to within ½" of the manhole interior wall surface. The remaining protruding metal portion of the step shall be covered with a cementitious material to provide a smooth surface on and around the protrusion for the liner to bond.
5. All open joints, voids, holes, cracks, and missing bricks larger than 3 inches in diameter or equivalent shall be patched with a cementitious material to provide a smooth surface for the liner to bond. All loose, cracked or disintegrated material shall be removed from the area to be patched exposing a sound substrate. The cementitious patch material shall be allowed to cure according to the manufacturer's specifications before continuing with the Liner installation process.
6. Bench shall be sloped so that water will flow back into channel.
7. All active water leakage shall be stopped for a minimum of 30 minutes prior to installation to allow time to insert and pressurize the Liner. This prevents resin washout and allows proper curing and bonding. Leaks may be stopped with fast setting cement or chemical grout injection.
8. When the channel is required to be lined the Contractor shall plug the inlet pipe, inspect for infiltration leaks around the inlet and outlet pipes and in the channel. All leaks present shall be stopped using chemical grout injection and/or using fast-setting cement.
9. Contractor shall remove any incoming pipes to within 2 inches of the wall. The pipe outside circumference shall be cemented with an approximate 60° taper, forming a fillet between the structure wall and the pipe making a smooth transition for the liner to bond.
10. The final prepared surface shall have a concrete surface profile of 3 or greater and have a smooth uniform appearance.
11. After the above-mentioned procedures the surface shall be cleaned with degreaser or other solvents, as needed, to remove any film, grease, loose patching material, chemical grout or residue on the surface. Structure shall then be pressure rinsed with water.

E. GENERAL INSTALLATION PROCESS

1. Contractor shall verify that the liner intended for the structure matches the dimensions of the structure by measuring the dimensions of the structure and the liner prior to installation.
2. All resin intended for the liner shall be mixed properly.
3. Contractor shall apply mixed resin evenly onto both the inside and outside of the entire liner with rollers. There shall be no white spots (dry Liner) on either side of the Liner including seams and bottom disk(s). Areas of heavily saturated resin shall be spread out to cover areas that are deficient of resin.
4. Liner can be installed to include or omit the structure channel depending upon the intention of the owner.

5. For Liner installation that does not include the channel, a temporary subfloor shall be constructed to keep liner from inflating into the channel and to allow the sewer to flow unobstructed without bypass pumping. A saturated bottom disk or disks are installed onto the subfloor, bench, and up the wall about 6 inches.
6. For channel lining the incoming and outgoing pipes are plugged. This may require bypass pumping. Two or more bottom disks are placed into the channel, onto the bench, and 6 inches up the wall.
7. Resin saturated Liner is lowered into the structure and positioned properly to line up any offsets.
8. Liner is pressurized with air or water to a minimum of 3psi or liner manufactures minimum pressure. Contractor shall verify proper position of the liner from the inspection portal located on the installation canister. If Liner is not positioned properly the Liner can be raised, lowered or rotated to desired position. In some cases, it may be necessary to enter the structure to hand position portions of the liner.
9. The liner is cured with steam, hot water, or ambiently. Cure times vary according to, cure method, Liner thickness, structure size, ambient temperatures, and resin formulation. Typically, curing takes about an hour with steam. Contractor may use the exposed portion of the Liner above the frame as an indicator. When steam is used, a cool down period is needed equaling about 25% of cure time.
10. Liner shall be cut and trimmed to allow for all incoming and outgoing pipe to flow without obstruction. If channel is unlined the subfloor shall be removed.
11. All cut edges shall be sealed with an epoxy mastic material that is compatible with the Liner System.

F. FINISHED LINER

1. The finished Cured-In-Place (CIP) Liner System shall be continuous over the entire length of the structure from the cover seat to the top of the channel or shall include the channel as required. The Liner shall be smooth with minimal wrinkling.
2. Liner shall be bonded to the structure, as required by design, and in such a way as to not allow any water to flow behind the liner and enter back into the waste stream.

G. PAYMENT

1. Payment for the lining of manholes and wet wells with Cured-in-Place Lining System will be per square foot of surface area lined and shall include any cost associated with the installation of the liner as outlined in this section.

A.4 REPLACEMENT OF MANHOLE RING AND COVER

A. General: This section deals with the replacement of existing manhole rings and covers when new manhole rings and covers are required.

1. New Manhole Ring and Cover: Existing manhole ring and covers shall be cleaned and reinstalled where directed by the City. Where required, the existing manhole ring and cover shall be removed and salvaged, and a new manhole ring and cover installed and adjusted by the Contractor as directed by the City. Removing and replacement of pavement shall conform to the City Standards.
2. New manhole rings and covers shall be provided by the Contractor. The Contractor shall confirm the desired manhole ring and cover model, design, and markings with the City prior to ordering. Rings and covers shall be made of clean, even grain, cast

iron or CAP HDPE. The quality of iron in the castings shall conform to the current ASTM Specification A-48 for Class 30 iron Castings. The castings shall be smooth, true to pattern and free from projections, sand holes or defects. The portion of the ring and cover which forms the cover seat shall be machined so that no rocking of the cover is possible.

3. For HDPE R&C the material shall be a compression-molded, fiber reinforced thermoset composite and shall pass an accelerated weathering test exposing UV and water spray per ASTM G154. Frames and covers shall be capable of withstanding AASHTO M306: Proof Testing H-20/25 with Ultimate Load above 90,000 lbs (9" x 9" platen). Covers must weigh at least 70 lbs. Frames must weigh at least 40 lbs. The space between cover outside diameter and frame wall inside diameter shall be less than ¼" total (less than 1/8" per side). Exposed locks, nuts, bolts, hooks, and other metallic attachments must be 316 Stainless Steel – Austenite. Locks must be independent of the lift-point on the cover. Covers must be detectable with standard metal detectors. Both the cover and frame must be marked with permanent molded detail forming the text and logos from the composite substrate (rather than surface decals, veils, paint, inks, dyes, markers) including the following: 1) Made In USA, 2) Manufacturing Date, 3) Molder Name, 4) Load Rating, 5) Logos per Utility Drawings, and 6) non-metallic indication. Covers and Frames shall be molded by the same manufacturer and as detailed in drawings. Gaskets shall be bonded to the frame continuously at the interface with the cover to reduce wear, shock, noise, malodors and infiltration. Gaskets must be EPDM or Neoprene. Molded frame material dimensions must exceed 0.5 inches thick: e.g. walls, flanges, wall supports, and cover ledge supports. Flanges must extend at least 2 inches outward from the outside of the vertical wall. Anchor holes must be molded into the flange. All covers and frames shall be molded, assembled, and tested in the USA.
4. All HDPE manhole ring and covers shall be manufactured by Composite Access Products (CAP) or city approved equal.
5. On paved streets, the ring and cover shall be set flush with the finished grade and in the plane of the paved surface. In other locations, they shall be set to the grades determined in the field by the City.

A.5 SALVAGING MANHOLE RING AND COVER

All existing undamaged manhole rings and covers removed from the manholes shall be considered as salvaged rings and covers. These salvaged rings and covers shall always remain the property of the City after removal and delivered to the City.

Reasonable care shall be exercised to prevent unnecessary damage to the salvaged rings and covers.

The Contractor shall, upon removal of ring and cover, remove all grout from the salvaged ring and cover. The cover shall then be tied to the ring using a minimum of two (2) or more pieces of six (6) gauge wire and provided to the City.

A.6 RAISING OF EXISTING MANHOLE RING AND COVER

Existing manholes below grade shall be raised to grade using either a cast iron riser ring, concrete "donut" riser, or manhole riser section as directed by an Engineer or the City. When adjusting with brick, a maximum of 16 inches adjustment will be allowed. The mortar shall be troweled to a smooth finish.

A.7 INFLOW DISH

An inflow dish shall be installed when required by the Engineer or the City in specified manholes to prevent excessive rainwater from entering the manhole cover. Inflow dishes shall be "Rainstopper" type or an Engineer-approved equal. Inflow dishes and components shall be manufactured of material resistant to corrosion from atmospheres containing hydrogen sulfide and dilute sulfuric acid. The inflow dish shall allow venting of sewer gasses. The inflow dish shall be constructed HDEP material or 316 stainless steel and shall be anchored to the manhole by a tether. Installation shall be in accordance with the manufacturer's recommendations and shall not impede the proper seating of the manhole cover.

A.8 CHIMNEY SEAL

A chimney seal shall be installed when required by an Engineer or the City in specified new or existing manholes to stop inflow in the chimney area. Chimney seals shall be "Flex-Seal" as manufactured by Sealing Systems, Inc., or "Ring Seal" as manufactured by Southwestern Packing and Seals, Inc. or "Internal Manhole Chimney Seal" as manufactured by Cretex Specialty Products. The chimney seal shall be secured to the manhole cone and the cover ring. The chimney seal shall have a design life of at least 25 years. The chimney seal shall be installed in the manhole in accordance with the manufacturer's recommendations.

A.9 MANHOLES LACKING BENCHES AND INVERTS

Manholes lacking benches and invert shall require building of the bench and invert prior to performing any rehabilitation. Measurement and payment shall be determined by the cubic yards of concrete used to complete the bench and invert.

A.10 WARRANTY

All lining installations shall be warranted to be free from defects in materials and workmanship for a period of five (5) years from the date of project acceptance. Should a defect occur during this five (5) year period that is attributable to the lining installation or materials, then this defect shall be repaired within four (4) weeks from the date of defect notification to the contractor at no additional cost to the City.

The Contractor shall be responsible for all required repair costs associated with a lining failure during the warranty period including all cost associated with backups and all other property damage.

END OF SECTION

SECTION 4 – STANDARD PURCHASE DEFINITIONS

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

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

26. **Lead Negotiator** is the negotiator responsible for leading and facilitating the formal negotiation discussions and selecting other required negotiation team members. Is often the “driver of change” and seeks alternatives/options.
27. **Lowest Responsible Bid** means the responsive bid meeting all requirements of the specifications, terms, and conditions of the Invitation to Bid resulting in the lowest cost to the City in a total cost concept or based solely on price, taking into consideration the financial and practical ability of the Bidder to perform the Contract, past performance of the Bidder, and compliance with all City ordinances concerning the purchasing process.
28. **Lowest Responsible Bidder** means the Bidder submitting lowest responsible bid.
29. **Negotiation Team** is a temporary group of City personnel who are responsible for negotiations as part of an Invitation to Negotiate (ITN).
30. **Negotiator** is a member of the negotiation team.
31. **Non-Professional Services** are services performed that are not of a professional nature such as lawn care, security, janitorial, etc.
32. **Offer** means a complete signed Response submitted to the City in response to a Solicitation including, but not limited to, a bid submitted in response to an Invitation to Bid, a Proposal submitted in response to a Request for Proposal, a Quote submitted in response to a Request for Quotation, a Statement of Qualifications and interest submitted in response to a Request for Statements of Qualifications, or a Reply submitted in response to an Invitation to Negotiate.
33. **DemandStar** is the official online repository for all City competitive solicitations.
34. **Outlier** is a bid, offer, or proposal which is determined by the Purchasing Director or Manager to be significantly dissimilar to or inconsistent with, competing bids or offers.
35. **Pre-Bid/Proposal/Statement/Reply Conference** means a meeting conducted by the Purchasing Office, held in order to allow Bidders/Proposers to ask questions about the proposed Contract and particularly the Contract specifications with the City department requesting the goods/services.
36. **Price Analysis** is an evaluation of the total cost of a contract in order to determine if the price is reasonable.
37. **Procurement (Process)** is a term used in the governmental sector for the combined functions of acquiring (purchasing) needed goods and/or services, receiving and inspection, inventory management, contract administration, and disposal/surplus.
38. **Professional Services** means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment practice.
39. **Protest** is a formalized process by which respondents have an opportunity to challenge a procurement practice or contract award.
40. **Proposal** is a complete, properly signed Response to a Request for Proposal, based on performance that is offered rather than on that of price alone, which if accepted, would bind the Proposer to perform the resultant Contract.
41. **Purchase Order** is an order placed by the Purchasing Division for the purchase of Goods or Services written on the City’s standard Purchase Order form and which, when accepted by the Bidder, becomes a contract. The Purchase Order is the Bidder’s authority to deliver and invoice the City for Goods or Services specified, and the City’s commitment to accept the Goods or Services for an agreed upon price.
42. **Request for Proposal (RFP)** means a formal request to prospective proposers requesting qualifications of the proposer and pricing for a specified Good or Service which has been advertised for Proposal in a newspaper.
43. **Request for Statement of Qualifications (RFSQ)** means a formal request to prospective proposers requesting statements of qualifications pursuant to Florida Statute 287.055 “Consultant’s Competitive Negotiation Act” which has been advertised for Statement in a newspaper.
44. **Respondent** means an entity that has (or will, i.e. “prospective respondents”) submitted a response to a competitive solicitation conducted to create a contractual relationship for the provision of commodities or services.
45. **Response/Submission** means all materials submitted to the City by a respondent as part of a solicitation. A response may be called a bid, proposal, statement of qualifications, or a reply, depending on the type of competitive solicitation being issued.

- 46. **Responsible (Bidder)** is a Bidder who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
- 47. **Responsive (Bidder)** is a Bidder that has submitted a bid, proposal, statement of qualifications, or reply that conforms in all material respects to the solicitation.
- 48. **Scope** means the extent of the area or subject matter that something deals with or to which it is relevant.
- 49. **Scope of Work** means a description of the work activities, deliverables, and/or timeline that a Bidder must execute in terms of delivering specific commodities or in performance of contractual services.
- 50. **Services** include all work or labor performed for the City on an independent contractor basis other than construction.
- 51. **Solicitation** means a formal request, as applicable, for prospective Bidders/Proposers to submit responses to an Invitation to Bid, Request for Proposal, Request for Qualifications, Invitation to Negotiate, or a Request for Quotation.
- 52. **Solicitation Document** means a document, or collection of documents, either paper or electronic, that contains all information required to conduct a competitive procurement project according to § 287.057, Florida Statutes.
- 53. **Stakeholder** means an individual, who is not likely to become a supplier, who has an interest in the commodities/contractual services needed.
- 54. **Subcontractor** means a person, firm or entity providing goods or services to a Bidder/Proposer to be used in the performance of the Bidder/Proposer's obligations under the Contract.
- 55. **Subject Matter Expert** means a person who has working or expert knowledge about a particular topic or field.
- 56. **Unbalanced Bid** means a bid that is based on prices which are significantly less than cost for some bid items and significantly more than cost for others.

[Remainder of page left intentionally blank]

SECTION 5 – GENERAL TERMS AND CONDITIONS

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

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

2. ADDENDUM

When specifications are revised, the City of Port Orange Purchasing Division will issue an addendum addressing the nature of the change. Bidders should acknowledge all addenda by circling the number of addenda received on the "Bidder's Acknowledgment Form" and include it in the returned Response package. Failure to acknowledge the correct number of addenda issued may result in rejection of the Response. It is the responsibility of the Bidder to ensure all addenda have been received prior to submitting a bid. All Addenda shall be posted by the City on DemandStar at www.demandstar.com and the City of Port Orange Purchasing web page at <https://www.port-orange.org/bids.aspx>. The City shall issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Solicitation Response Due Date. Bidders should not rely on any representations, statements or explanations other than those made in this Solicitation or in any addendum to the Solicitation. Where there appears to be a conflict between the Solicitation and any addenda issued, the last addendum issued shall prevail.

3. ADDITIONAL GOODS

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

4. ANTI-COLLUSION STATEMENT

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

5. **APPLICABLE LAWS**

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

6. **ASSIGNMENT**

The successful Bidder 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 the Bidder from all contractual obligations.

7. **AUTHORITY TO CONDUCT BUSINESS IN FLORIDA**

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

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

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

8. **AWARDS**

Results from the evaluation committee will be considered by the City of Port Orange City Council at the earliest possible regular meeting subsequent to the evaluation process. This ITB is issued in accordance with and shall be governed by the provisions of the City's Purchasing Policy. The City of Port Orange City Council reserves the right to make award(s) by individual sections, groups, all or none, or a combination thereof, with one or more Bidders; to reject any and all proposals, or to waive any informality or technicality in proposals received as deemed to be in the best interest of the City. The City does not award publicly funded contracts to those who knowingly employ unauthorized alien workers in violation of section 274A(e) of the Immigration and Naturalization Act, 8 United States Code s1324a(e). Such employment deprives legal workers of job opportunities. Violation of section 274A(e) shall be grounds for unilateral cancellation of the contract, Contract, proposal or quote for purchase of services and goods by the City of Port Orange.

9. **AWARD AND EXECUTION OF CONTRACT**

When a bid received has been determined to be satisfactory, a Contract will be awarded, or Purchase Order issued to the LOWEST Responsible Bidder within the time designated in the Contract Documents. The Bidder(s) to whom the award is made shall execute the Contract(s) and return it, together with the properly executed bonds and insurance certificates to the office of the Owner, within the time specified

10. **BID RETURNS**

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

11. **BID PROTEST**

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

- a. As soon as possible after receipt, the Purchasing Manager shall provide written bid protest to City Manager, City Attorney, Department Head involved, and Supervisor directly involved in the acquisition.
- b. Purchasing Manager shall schedule within seven (7) business days, excluding weekends and holidays, a meeting with the above-mentioned individuals or designee and protestor. The intent of the meeting is to provide a review and/or solution prior to going before Council. After reviewing all relevant information, the City Manager shall render a decision.
- c. If the protestor disagrees, he may appeal to the City Council at a formal council meeting. After reviewing the evidence, the City Council will issue their decision. The City Council's decision is final; however, the protestor can appeal the decision to the Circuit Court in Volusia County, Florida within thirty (30) days of the City Council's final decision. Decisions at all levels shall be in writing to the protestor.

12. **BID TABULATION**

Bidders who wish to receive a copy of the bid tabulation may obtain it via DemandStar at www.demandstar.com or on the City Purchasing web page at www.port-orange.org/bids.aspx.

13. **BIDDER'S PRODUCT OR SERVICES**

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

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

14. **BONDS**

If this Solicitation requires submission of bid guarantee and performance bonds, there will be a separate section explaining those requirements. When the Purchasing Manager deems it necessary, bid bonds/deposits shall be prescribed and are advertised in the public notices inviting bids. Responses

submitted without the required bid bond or certified check shall be deemed non-responsive. Normally, if a bid bond/deposit is requested, it is in the amount of five percent (5%) of the bid amount.

Payment and Performance Bonds requested for construction projects shall be in an amount equal to one hundred percent (100%) of the total contract amount which will be recorded by the City, at the Contractor's sole cost and expense, with the Clerk of the Circuit Court, Volusia County, Florida. After recording, the City will furnish to the contractor the recording information for the bond to evidence that the contractor has met the requirements of Florida law. The City will bill the cost of recording to the contractor. Unsuccessful Respondents are entitled to the return of their bid bond. A successful Respondent shall forfeit any surety required by the Purchasing Manager upon failure of the Respondent to enter into a contract within the time specified after the award of bid.

15. **CERTIFICATE OF INSURANCE**

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

16. **CHANGE ORDERS**

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

17. **CHANGE ORDER REQUEST NOTIFICATION**

The Successful Bidder is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar day's advance notice for any anticipated changes in price greater than \$25,000, time and/or scope of the awarded Contract. The Bidder shall not continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City.

18. **CLEAN UP**

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

19. **CONDUCT OF BIDDERS**

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

20. **CONE OF SILENCE**

The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the execution of the award. The Cone of Silence is defined as the period beginning with the issuance of the solicitation document and continues through the execution of the award document. During this time Bidders, service providers and the like are prohibited from all communications regarding the solicitation with City staff, City consultants, City legal counsel, City Agents, or elected officials. Any Bidder who initiates any discussions or attempts to influence a member or members of the aforementioned shall be disqualified from continued participation in the procurement process with regard to that particular solicitation.

Exceptions to the Cone of Silence:

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

21. **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 Bidder's business. No official or employee of the City who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Scope of Work covered by the Contract shall voluntarily acquire any personal interest, directly or indirectly, in the contract or proposed Contract.

22. **CONFLICT OF INSTRUCTIONS**

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

23. **CONTRACT**

Any acquisition above the \$100,000 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. The City of Port Orange, Florida reserves the right to reject any and all Responses or to waive any and all non-substantial irregularity in Responses received, whenever such waiver or rejection is in the best interest of the City.

24. **CONTRACT OBLIGATION**

Except as otherwise stated herein, 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 Bidder. Department heads are NOT authorized to sign contracts for the City of Port Orange. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

25. **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 Response.

26. **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 Response, and successful Bidder agrees to hold the City harmless from any and all liability, loss or expense by any such violation.

27. **COST INCURRED BY BIDDER**

All expenses, including costs for required bonds, involved with the preparation and submission of Responses to the City, or any work performed in connection therewith shall be borne by the Bidder. No

payment shall be made for any response received, nor for any other effort required of or made by the Bidder prior to commencement of work as defined by the contract approved by the City Council.

28. **DAMAGE**

Any damage to driveways, irrigation systems, sidewalks, pavement, or landscaping will be evaluated by the City's representative and the Bidder. If the Bidder is found to be at fault, all repairs, restitution, or reimbursements to the County must be completed within one week of discovery.

29. **DEBARMENT HISTORY**

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

30. **DEFAULT PROVISIONS**

In the event of default by the 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. If a Bidder defaults on a City contract, the City Council may elect to refrain from doing business with the Bidder for a period of 36 months from the date of default.

31. **DELIVERY OF GOODS/SERVICES**

All materials are to be delivered F.O.B.; City of Port Orange designated facility. Delivery dates pertaining to this invitation must be clearly stated in the bid form where required and include weekends and holidays. Failure to comply with this requirement may be a cause for disqualification of bid. Unless otherwise specified, delivery at the earliest date is required. The Bidder shall clearly state in the Response the time required for delivery upon receipt of contract or purchase order. Proposed delivery time must be specific and such phrases "as required," "as soon as possible" or "prompt" may result in disqualification of the bid. Delivery time will be a factor for any orders placed as a result of this Response. The City reserves the right to cancel such order(s) or any part thereof, without obligation, if delivery is not made within the time(s) specified herein and hold the Bidder in default. Upon approval of a contract, the Bidder is obligated to deliver the goods to the destination specified in the Solicitation or the Purchase Order and bears the risk of loss until delivery. If this Solicitation or Purchase Order does not contain delivery instructions, Bidder shall request instructions in writing from the Purchasing Manager. If the delivery instructions contained in the Solicitation allocate delivery costs and risks in a manner contrary to this section, the provisions of this Competitive Solicitation shall prevail. When delivery is not met as provided for in the contract, the Purchasing Division reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the Bidder, in addition to any other damages, direct or consequential, incurred by the City as a result thereof. In addition, failure of the Bidder to meet the contract delivery dates will be cause for removal of the Bidder from the City's list of eligible Bidders/Proposers as determined by the Purchasing Division.

32. **DETERMINATION OF LOWEST AND BEST RESPONSIBLE BIDDER**

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

- a. The ability, capacity and skill of the Bidder to perform the contract.
- b. Whether the Bidder can perform the contract within the time specified, without delay or interference.
- c. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder.
- d. The quality of performance of previous contracts.
- e. The previous and existing compliance by the Bidder with laws and ordinances relating to the contract.

- f. The sufficiency of the financial resources and ability of the Bidder to perform the contract or provide the service.
- g. The quality, availability and adaptability of the supplies or contractual services to the particular use required.
- h. The ability of the Bidder to provide further maintenance and service for the use of the subject of the contract.
- i. The number and scope of conditions attached to the bid.
- j. Such other factors as appear to the city council to be pertinent to the bid or the contract under all of the circumstances involved.

33. **DISCLOSURE OF CONFLICTS**

The award is subject to the provisions of Chapter 112.313, Florida Statutes. All Bidders must disclose with their Response the name of any officer, director, or agent who is also an employee of the City. Further, all Bidders must disclose the name of any employee who owns, directly or indirectly, an interest in the Bidder's firm or any of its branches. The Bidder 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 Bidder. 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 Bidder shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under the Solicitation.

34. **DISQUALIFICATION OF BIDDER**

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

35. **EVALUATION**

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

36. **EXCEPTIONS TO SPECIFICATIONS**

For purposes of evaluation, the 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 the bid. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.

37. **E-VERIFY**

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

Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of contract.

38. **FACILITIES**

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

39. **FAILURE TO RESPOND**

If the Bidder elects not to bid, please return the enclosed "No Submittal Response Form" by the bid due date and state the reason(s) for not bidding. Failure to respond, either by submitting a bid, or by submitting a "No Submittal Response Form", three (3) times, shall result in the Bidder's name being removed from the City's mailing list.

40. **FINANCIAL STABILITY**

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

41. **FORCE MAJEURE**

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

42. **GOVERNING FORMS**

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

43. **GOVERNING LAW**

Bidders shall comply with all applicable federal, state and local laws and regulations. All Responses are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-263, and all Responses will be evaluated in accordance with the provisions thereof. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida and at www.municode.com. The City of Port Orange is also governed by the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, as the method of selecting architects, engineers and land surveyors. The City has utilized the procedures in the Act for Professional counselors, environmentalists, planners, general contractors, computer systems, designers, telecommunications consultants, maintenance technicians, financial services and other professional services. Every acquisition equal to or greater than \$10,000.00 must have a signed, notarized "Public Entity Crimes Form" to comply with Section 287.133(3)(a), Florida Statutes. Also required is the "Drug-Free Preference Form" to comply with Section 287.087, Florida Statutes. Each form is included in the Solicitation.

44. **GRANT FUNDING**

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

45. **HIPAA COMPLIANCE**

The 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.

46. **IDENTICAL TIE BIDS**

If there are tie bids, meaning everything except the information relating to the submitting firm is the same, the following methods shall be used in the order below to break the tie:

- The bidder that has a Business Tax Receipt (BTR) within Port Orange City limits (confirmed through Sunbiz).
- The commodity was manufactured in the State of Florida.
- Florida business as confirmed thru SunBiz.org.
- If one has or had a contract with the City and performance is or was satisfactory. If performance of a tie bidder who has or had a contract with the City and performance is or was not satisfactory, the other tie-bidder is awarded.
- Drug free workplace policy in place.

47. **INDEMNIFICATION/HOLD HARMLESS**

- (a) Bidder shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Bidder, 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 the Bidder, his/its agents, servants and employees. Bidder shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.
- (b) To the fullest extent permitted by law, in addition to the express duty to indemnify City when there is any causal connection between Bidder's work and any injury, loss, damage, death or property damage, Bidder expressly undertakes a duty to defend City as a separate duty, independent of and broader than the duty to indemnify. The duty to defend agreed to by Bidder hereby expressly include all costs of litigation, attorney's fees, settlement costs and reasonable expenses in connection with the litigation, whether or not the claims made for loss, injury, damage or property damage are valid or groundless and regardless of whether the defense of City is maintained by the City or assumed by Bidder as long as the claims made could be causally connected to Bidder as reasonable determined by the City.

48. **INDEPENDENT CONTRACTOR**

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful Bidder as an independent contractor. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful Bidder under this contract and that the successful Bidder has no authority to bind the City. The Bidder represents itself to be an independent contractor offering such services to the public and shall not represent himself or his employees to be an employee of the City. Therefore, the Bidder shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, worker's compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the City, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney's fees); and damage of any kind related to such matters. The Bidder shall further understand that the City cannot save and hold harmless and or indemnify the Bidder and/or the Bidder's employees against any liability incurred or arising as a result of any activity of the Bidder or any activity of the Bidder's employees performed in connection with the Contract.

49. **INSPECTIONS AND TESTING**

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

50. **INSURANCE CANCELLATION**

No change or cancellation in insurance shall be made without thirty (30) days' written notice by the 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 after receipt of written notice at any time during the contract term, the City shall have the right to consider the Contract breached which shall justify the termination thereof.

51. **INSURANCE REQUIREMENTS**

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

IMPORTANT: The City does not accept Workers' Compensation Exemptions. Bidder may use leased employees if the Bidder ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Bidder using a leased employee shall complete the City's Leased Employee Affidavit Form Exhibit. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A-" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Bidder shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, non-renewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages. Bidder shall require and ensure each of its subcontractors to maintain, until the completion of the subcontractor's work, insurance of the types and to the limits set forth herein. All insurance coverages shall be primary and non-contributory. All insurance coverages of the subcontractors shall not seek contribution from any other insurance or self-insurance available to the City. The Bidder is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Bidder to ensure the subcontractors maintain the required coverage, shall not relieve the Bidder of any contractual responsibility, obligation or liability. The City reserves the right to increase insurance coverage as determined for higher risk contracts. The acceptance by the City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with and does not waive the insurance required by this. Should at any time the Bidder or subcontractors not maintain the insurance coverages required herein, the City may terminate the Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Bidder for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract.

[Remainder of this page left intentionally blank]

Standard Insurance Requirements			
	Insurance	Standards	Additional Requirements
☒	<u>Workers' Compensation</u> The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept elective exemptions. Any Contractor using an employee leasing Company shall complete the Leased Employee Affidavit Exhibit Form.	<u>Contract Amount</u> Up to \$10 million Statutory/\$500,000 \$10 - \$20 million Statutory/\$1,000,000 Contracts over \$20 million to be determined by the City	- If contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' coverage required. - If vessels involved, Jones Act coverage with limits of \$500,000 required
☒	Comprehensive General Liability (including completed operations and contractual liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage: \$1,000,000 each occurrence \$1,000,000 aggregate	When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
☒	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles	<u>Limits:</u> Auto Liability Bodily Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate	
Additional Insurance Requirements			
☐	Property Insurance Builders Risk <u>Additional Coverage:</u>	<u>Limits:</u> Buildings – completed value of contract "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If agreement required handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☐	Installation Floater (IT)	<u>Limits:</u> Coverage – To Be Determined	
☐	Contractor Pollution Liability	<u>Limits:</u> Coverage - \$1,000,000	
☐	Professional Liability/Errors and Omissions	<u>Limits:</u> Coverage - \$1,000,000	
☐	Umbrella Policy	<u>Limits:</u> Coverage – To Be Determined	
☐	Payment and Performance Bond required	<u>Limits:</u> Coverage – equal to amount of contract	
☐	City Manager waives Payment and Performance Bond for work under \$200,000		
☐	Unless otherwise required by law, City Manager waives insurance for FOB goods.		

[Remainder of this page left intentionally blank]

52. **INVOICES AND PAYMENTS**

All invoices shall be sent to: City of Port Orange, Accounts Payable, P.O. Box 291759, Port Orange, Florida, 32129. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of merchandise and a proper invoice. The City will attempt to pay within fewer days if Contractor offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. If the awarded firm would like to receive payment via ACH, this can be accommodated after the contract is fully executed.

53. **IRREVOCABILITY OF RESPONSES**

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

54. **LATE SUBMISSIONS, LATE MODIFICATIONS AND LATE WITHDRAWALS**

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

55. **LEGAL REQUIREMENTS**

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

56. **LICENSES, PERMITS AND TAXES**

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

57. **LITERATURE (if applicable):**

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

58. **LOCAL PREFERENCE**

A local supplier or contractor is interpreted as a respondent to a solicitation, which as of the date of the solicitation opening, has a valid Business Tax Receipt (BTR) issued by the City of Port Orange to do business in the City of Port Orange which authorizes the supplier or contractor to provide the goods, services, or construction to be purchased and has a physical address located within the limits of Port Orange from which the supplier or contractor operates or performs business. A Post Office Box cannot be used to establish physical address. This local preference is only used as part of a tie breaker during a formal solicitation. The City uses Sunbiz to verify a supplier or contractor's business address. Sunbiz is a database on the Florida Department of State, Division of Corporations website and can be accessed using this link: <https://dos.myflorida.com/sunbiz/>.

59. **MAINTENANCE**

Maintenance required for equipment Solicitation is preferred to be available in the City of Port Orange by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If the City of Port Orange opts to include maintenance, it shall be so

stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and shall be priced accordingly.

60. **NAME BRANDS**

Specifications may reference name brands and model numbers. It is not the intent of the City of Port Orange to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with the Bidder, unless otherwise specified by the City. The City of Port Orange shall act as sole judge in determining equality and acceptability of products offered.

61. **NON-DISCRIMINATION**

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

62. **NON-EXCLUSIVITY OF CONTRACT**

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

63. **NON-PERFORMANCE**

Failure to meet the expected quality of workmanship, schedule, or other criteria agreed upon, shall be considered a default. In case of default, the City may procure the required services from other sources and hold the Contractor responsible for any excess costs occasioned thereby and may immediately cancel the contract.

64. **NOTICE TO CONTRACTOR**

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

65. **OPTIONAL CONTRACT USAGE**

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

66. **OTHER AGENCIES**

- (a) All Bidders awarded contracts from this bid may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.
- (b) It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency; nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Bidder(s).

67. **PATENTS/COPYRIGHTS**

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

68. **PRE-BID CONFERENCE**

The Purchasing Manager shall determine if a pre-bid conference is required and provide the date, time and location in the solicitation legal advertisement and solicitation specifications. The conference shall normally be held in the Council Chambers, located on the first floor of City Hall, 1000 City Center Circle, Port Orange, Florida. Only Bidders attending a mandatory pre-bid conference will be eligible to submit a Response.

The representative of each Bidder shall be an authorized employee of the Bidder and shall sign in accordingly.

69. **PREPARATION OF RESPONSES**

In preparing Responses, the Proposal Form, the Bid Form (when a Bid Bond is permitted as proposal security), Certificate as to Corporate Principal, Public Entity Crimes Statement, Anti- Collusion Statement, and Drug Free Preference Statement must be properly executed in ink. Upon the prescribed Schedule of Unit Prices, all bid prices shall be typewritten or written in ink, or electronically imputed in the blank spaces for each item, with the amounts extended if a unit price bid, and all amounts totaled. The sum of the total bid as calculated from the individual items, Schedule of Unit Prices, shall equal the Total Price. Except as provided below, bids containing substitutions or combinations of alternates will not be considered unless such substitutions or combinations are specifically authorized by the Proposal. The 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.

70. **POSTPONEMENT / CANCELLATION / WAIVER OF IRREGULARITIES**

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

71. **PRICING**

The Bidder certifies that prices, terms and conditions in the Response will be firm for acceptance for a period of one hundred twenty (120) days from the date of Response opening unless otherwise stated by the City. Responses may not be withdrawn before the expiration of one hundred twenty (120) days. Prices shall be firm, with no escalator clauses unless specified by the City. Responses may be withdrawn after one hundred twenty (120) 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 Schedule of Unit Pricing form. Prices shall be all inclusive: no price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the Contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, the 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. When submitting bids/proposals based on a lump sum basis, Bidders shall be required to submit pricing for each line item listed on the Schedule of Unit Pricing in order to be considered for award.

72. **PRODUCTS/ESTIMATES**

Items included on the bid form represent the needs of various departments within the City. This is in no way to be construed as the entire or complete list of products to be purchased from the resulting contract. There is no anticipated dollar volume for this contract and cannot be guaranteed. Items shall be ordered on an as needed, when needed basis. Exact quantities or estimated quantities cannot be predetermined.

73. **PROPRIETARY INFORMATION**

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

74. **PROTECTION**

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

75. **PUBLIC ENTITY CRIMES**

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

76. **PUBLIC RECORDS COMPLIANCE**

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

- a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
- b. Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

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

77. **PUBLIC RECORDS/PUBLIC MEETINGS EXEMPTION STATEMENT**

Section 119.071(1)(c), Florida Statutes: **Any financial statement that an agency requires a prospective 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 Bidder, or where a Bidder 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.

78. **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.

79. **QUALITY**

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

80. **QUESTIONS/INTERPRETATIONS**

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

81. **RECORDS/AUDIT**

- (a) The Contractor agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.
- (b) The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such Contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.
- (c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

82. **RECYCLED MATERIALS**

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

83. **REJECTING OF RESPONSES/REBIDDING**

The City reserves the right to accept or reject any or all Responses or parts of Responses, to waive irregularities and technicalities, and to request re-bids. The City also reserves the right to award the contract on such items the City deems will best serve the interests of the City. The City further reserves the right to award the contract on a "split order" basis, or such combination as shall best serve the

interests of the City unless otherwise specified. The City Council shall have the authority to reject any and all Responses. If the lowest and best Response exceeds the budgeted amount and the City Council does not make additional funds available, the purchasing agent with the help of the department head shall have the authority to re-advertise the article or articles for bidding after making sufficient changes in the plans or specifications to bring the cost within the limit of the money available. (Code 1981, § 8-28.)

84. **REQUEST FOR ADDITIONAL INFORMATION**

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

85. **REVIEW OF RESPONSES/SUBMISSIONS**

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

86. **RIGHT OF WITHDRAWAL**

A bid, proposal, statement, or reply may not be withdrawn before the expiration of one hundred twenty (120) days from the Response due date.

87. **RIGHTS TO SOLICITATION SUBMITTED MATERIAL**

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

88. **RULES, REGULATIONS AND LICENSING REQUIREMENT**

The Bidder shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Bidders 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.

89. **SAMPLES**

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

90. **SEPARATION AND DISTRIBUTION**

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

91. **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.

92. **SIGNATURE REQUIRED**

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

93. **SIGNED RESPONSE CONSIDERED AN OFFER**

The signed Response is considered an offer on the part of the Bidder, which offer shall be considered accepted upon approval by the City of Port Orange City Council (if required). The City of Port Orange will issue a purchase order or a letter of authorization to the successful 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.

94. **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.

95. **SOLICITATION FORM COMPLETION, SUBMISSION AND RECEIPT OF RESPONSES**

Unless otherwise specified, Bidders shall use the Solicitation forms supplied by the Purchasing Division. Responses shall be typewritten or handwritten in ink and shall bear the original signature of the Bidder's authorized representative. Responses containing erasures or corrections must be initialed by the Bidder in ink. Responses shall be submitted by mail or hand delivery only. No Response will be accepted by facsimile transmission, e-mail or other electronic delivery. Responses submitted by mail shall be addressed to: City Clerk, City of Port Orange, Purchasing Division, 1000 City Center Circle, Port Orange, Florida 32129. Responses submitted by hand delivery shall be delivered to: City Clerk, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129. Responses will be accepted until 2:30 p.m. on the date indicated in the Solicitation documents or as addenda issued by the City. One (1) sealed envelope or package shall be submitted. The sealed envelope/package must contain the required forms and price proposals, where applicable, and will be evaluated and deemed responsive or non-responsive. All late responses will be returned to the Bidder and will not be unopened. Bids (Envelope/Package) shall contain one (1) original and one (1) digital (CD or flash drive) version unless otherwise indicated in the legal advertisement and shall be mailed or delivered as set forth in the preceding paragraph in one (1) SEALED ENVELOPE/PACKAGE. The envelope/ package shall be clearly marked on the outside to include the bid project name, bid number, name and address of the Bidder.

96. **STATE LICENSING REQUIREMENTS**

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

97. **SUBCONTRACTING**

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

98. **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 that 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.

99. **TAXES**

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

100. **TERM CONTRACTS**

Acceptance by the City of Port Orange 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.

101. **TERMINATION CONVENIENCE - NOTICE**

The City of Port Orange reserves the right to terminate the contract for default if the Contractor breaches any of the terms therein, including warranties of the Contractor or if the Contractor 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 Contractor 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 Contractor.

102. **TERMINATION - NOTICE**

Either party may cancel the contract at any time after award, unless otherwise specified. The City shall be required to give the Bidder notice of thirty days prior to the date of cancellation of the contract. The Bidder 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.

103. **TITLE TRANSFER**

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

104. **UNBALANCED BID**

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

105. **USE OF SOLICITATION FORMS**

The Bidder shall complete the appropriate Solicitation Form(s) included in the Solicitation. All blanks on the Solicitation Forms shall be completed. If a question or confirmation is not applicable, it should be answered with an "N/A." Supplemental information may be attached to the Solicitation Forms. Failure to fully complete the appropriate Solicitation Forms may result in disqualification of the Response. If additional space for a response is required, attach an additional page to the page on which the question is

stated. Clearly identify the number of the question to which the response is attached. Further, if additional Solicitation Form pages are needed, photocopy or replicate as appropriate, and attach such additional pages to the page on which the question or chart is stated. The signature of the Authorized Person or Entity must be that of an officer, partner or a sole proprietor of the entity making the Response. The original Response, and each copy submitted shall contain an original signature on the Bidder's Acknowledgement Form contained in each Solicitation.

106. **VARIANCES**

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

107. **WAIVER OF IRREGULARITIES**

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

108. **WARRANTIES**

Bidders shall furnish all data pertinent to warranties or guarantees which may apply to items in the Response. Bidders may not limit or exclude any implied warranties. The 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 the Bidder fails to make the appropriate correction within a reasonable time, City of Port Orange may correct at the Bidder's expense.

[Remainder of this page left intentionally blank]

SECTION 6 – SPECIAL REQUIREMENTS/INSTRUCTIONS

PERIOD OF OFFER VALIDITY:

Bids offered in this ITB must remain firm for a period of one hundred twenty (120) days from the ITB opening date.

AWARD RECOMMENDATION:

It is the intent of the City to award a contract to the lowest responsive and responsible bidder for the Scope of Work, as outlined in Section 3 and (Attachment 1) ITB Schedule of Unit Pricing.

CONTRACT TERM:

Contract's initial term is for two (2) years. Contract will be renewable for up to three (3) one-year periods upon agreement of both parties.

TIME-LINE:

Notice of Intent to Award shall be posted after bid opening and complete review of submitted bid information.

ELIGIBILITY OF BIDDER:

To be eligible to respond to this ITB, the Bidders must demonstrate proof of prior experience working with the services described in this ITB. Please provide eligibility experience with your submittal by completing Form 7.7, Statement of Bidder's Qualifications in its entirety.

PROOF OF E-VERIFY REGISTRATION

Bidders who do not include proof of E-Verify registration with form 7.11 City of Port Orange Contractor E-Verify Affidavit may be deemed non-responsive. Include printed pages from the website showing company name and E-Verify registration number.

LICENSES AND PERMITS

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

PAYMENT & PERFORMANCE BONDS

The City will determine the need for a Payment & Performance bond on a project by project basis. The awarded contractor will be notified by the project manager if a Performance & Payment bond is needed on a project. Therefore, the Bidder must be able to obtain both Payment & Performance bonds from a surety company licensed in Florida and must submit proof of their present aggregate bonding capacity with their bid submittal package in the form of a current (not older than 3 months) letter from Bidder's bonding agent. Bidder's aggregate bonding capacity must be equal to or greater than 100% of the total amount bid. Bidders who do not include their present bonding capacity letter in their submittal package will be deemed non-responsive.

When required, the Contractor will furnish and pay for a Payment & Performance bond equal to one hundred percent (100%) of the project amount to be recorded by the City, with the Clerk of the Circuit Court, Volusia County, Florida. 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.

BID BONDS:

A certified check or bank draft, payable to the City of Port Orange, FL or a satisfactory bid bond executed by the bidder and an acceptable surety in the amount equal to (5%) of the total amount of the bid shall be submitted with each bid. If submitting a bid bond in lieu of a certified check or bank draft, the original recorded bid bond must be included with bid submittal. **Bidders who do not include their original recorded bid bond with their submittal will be deemed non-responsive.**

NOTICE:

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

SAFETY:

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

REPAIR OF DAMAGES:

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

[Remainder of page left intentionally blank]

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

- ___ Form 7.2 – Bidder’s Acknowledgement Form
- ___ Form 7.3 – Addendum and Change Order Procedure Acknowledgement
- ___ Form 7.4 – Drug Free Preference Statement
- ___ Form 7.5 – Public Entity Crimes Statement
- ___ Form 7.6 – Anti-Collusion Form
- ___ Form 7.7 – Statement of Bidder’s Qualifications
- ___ Form 7.8 – Professional References for Previous Experience
- ___ Form 7.9 – List of Subcontractors
- ___ Form 7.10 – Local Business Affidavit of Eligibility
- ___ Form 7.11 – E-Verify Affidavit
- ___ Form 7.12 – Debarment, Suspension and Other Responsibility Matters
- ___ Form 7.13 – No Submittal Response Form
- ___ (Attachment 1) – Schedule of Unit Pricing
- ___ Current Bonding Capacity Letter (as outlined in Section 6)
- ___ Copy of all currently held Licenses (Contractor, Sunbiz, etc.)
- ___ Bid Bond (Original, Recorded)
- ___ Submission of one (1) original marked “ORIGINAL” and one (1) digital (flash drive) version in PDF format

BY: _____
Name of Business

Authorized Signature

Date

This document must be completed and returned with your Submittal

FORM 7.2 – BIDDER’S ACKNOWLEDGEMENT FORM

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

I hereby propose to furnish the goods or services specified in the ITB at the prices or rates as finally negotiated. I agree that my bid will remain firm for a period of up to one hundred twenty (120) day in order to allow the City of Port Orange adequate time to evaluate the proposed bid. Furthermore, I agree to abide by all conditions of the ITB.

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

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

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

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

NO EXCEPTIONS ALLOWED AFTER THE BID IS SUBMITTED:

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

Name of Business

Mailing Address

Authorized Signature

City, State & Zip Code

Printed Name and Title

Telephone Number

Federal Identification No.

E-mail Address

STATE OF: _____ COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2023, by _____ and who:

☐ I personally know to me; or ☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 7.3 – ADDENDUM AND CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

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

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

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

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

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

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

I acknowledge the above statement regarding Change Orders to be awarded Contract:

Name of Business

Authorized Signature

Printed Name and Title

STATE OF: _____ COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this

_____ day of _____, 2023, by _____ and who:

☐ Is personally know to me; or ☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 7.4 – DRUG-FREE PREFERENCE STATEMENT

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

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under a 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 the 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 the 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 an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

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

Name of Business

Authorized Signature

Printed Name and Title

STATE OF: _____ COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this _____ day of _____, 2023, by _____ and who:

☐I personally know to me; or ☐has produced _____ as identification.

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

This document must be completed and returned with your Submittal

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

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

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

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

Name of Business

STATE OF: _____

Authorized Signature

COUNTY OF: _____

Printed Name and Title

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2023, by _____ and who:

☐ I personally know to me; or ☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 7.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT BID FORM:

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

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

IT IS AGREED BY THE UNDERSIGNED BIDDER THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISION, 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 AND ZIP CODE: _____

TELEPHONE: _____ FAX: _____

F.E.I.N.: _____

NO bid may be withdrawn for a period of one hundred twenty (120) days subsequent to the submittal of the bids without the consent of the City of Port Orange.

This document must be completed and returned with your Submittal

FORM 7.7 – STATEMENT OF BIDDER’S QUALIFICATIONS

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

- A. Name of Bidder: _____
- B. Permanent main office address: _____
- C. Date organized: _____
- D. If a corporation, where incorporated: _____
- E. How many years have you been engaged in the business under your present firm or trade name? _____
- F. Contracts on hand: (List these, showing amount of each contract and the appropriate anticipated dates of completion.) **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**
- G. General character of work performed by your company: _____
- H. Have you ever failed to complete any work awarded to you? If so, where and why? _____
- I. Have you ever defaulted on a contract? If so, where and why? _____
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed: **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**
- K. List your major equipment currently owned or leased: **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**
- L. Experience in work similar to this type of project: _____
- M. Background and experience of the principal members of your organization, including the officers: **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**
- N. Credit currently available: \$_____
- O. Give bank name, contact name and phone number: _____
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? ☐Yes ☐No

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 the Statement of Bidder’s Qualifications.

STATE OF: _____

COUNTY OF: _____

Name of Business

Authorized Signature

Printed Name and Title

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this _____ day of _____, 2023, by _____ and who:

☐Is personally know to me; or ☐ has produced _____ as identification.

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

This document must be completed and returned with your Submittal

FORM 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Bidder proposes that they are qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein. **Please provide three (3) current and correct references from clients for similar services. (DO NOT include the City of Port Orange)**

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

This document must be completed and returned with your Submittal.

**LISTING OF PREVIOUS EXPERIENCE
COMMERCIAL CLIENT LIST**

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

List clients to whom you currently provide or have in the past provided equal or similar to those required under the City's contract as outlined in this bid package. A minimum of three (3) project shall be listed below in order to bid on this contract. The Owner reserves the right to check references and confirm information provided herein.

1. Contact Name: _____

Phone: _____

Current Client: ☐ Yes ☐ No

Number of years of service provided: _____

Description of service: _____

2. Contact Name: _____

Phone: _____

Current Client: ☐ Yes ☐ No

Number of years of service provided: _____

Description of service: _____

3. Contact Name: _____

Phone: _____

Current Client: ☐ Yes ☐ No

Number of years of service provided: _____

Description of service: _____

This document must be completed and returned with your Submittal.

FORM 7.9 – LISTING OF SUBCONTRACTORS

The Bidder proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. Upon approval of subcontractors listed, the successful **Bidder shall not substitute subcontractors without approval from the City Representative.** Bidder shall attach additional sheets as necessary.

Subcontractor No. 1

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: ☐ Yes ☐ No

Subcontractor No. 2

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: ☐ Yes ☐ No

Subcontractor No. 3

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: ☐ Yes ☐ No

Subcontractor No. 4

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: ☐ Yes ☐ No

This document must be completed and returned with your submittal

FORM 7.10 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

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

THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:

Business Name: _____ Contact Person/Title: _____

Mailing Address: _____ City, State, Zip: _____

Phone Number: _____ Email address: _____

Physical Presence of Business: ☐ Headquarters ☐ Principal Place of Business

Within Legal Boundaries: ☐ City of Port Orange ☐ Volusia County ☐ State of Florida

FEIN (Federal Employer Identification Number): _____

Business Structure: ☐ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship ☐ Other (Specify): _____

****PLEASE ATTACH A VALID BUSINESS TAX RECEIPT OR OTHER SUCH DOCUMENTATION****

ATTESTATION – I understand that:

The City uses Sunbiz to verify a supplier or contractor's business address. Sunbiz is a database on the Florida Department of State, Division of Corporations website and can be accessed using this link: <https://dos.myflorida.com/sunbiz/>. A local supplier or contractor is interpreted as a respondent to a solicitation, which as of the date of the solicitation opening, has a valid Business Tax Receipt (BTR) issued by the City of Port Orange to do business in the City of Port Orange which authorizes the supplier or contractor to provide the goods, services, or construction to be purchased and has a physical address located within the limits of Port Orange from which the supplier or contractor operates or performs business. A Post Office Box cannot be used to establish physical address. This local preference is only used as part of a tie breaker during a formal solicitation.

Exemptions from Local Preference

Local preference is not permitted when (1) the purchase is funded, in whole or in part, by an entity prohibiting application of the preferences by grant agreement, contract or applicable federal, state or local law; or (2) emergency purchasing.

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

Name of Business

STATE OF: _____

Authorized Signature

COUNTY OF: _____

Printed Name and Title

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2023, by _____ and who:

☐ Is personally known to me; or ☐ has produced _____ as identification _____

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

This document must be completed and returned with your Submittal

FORM 7.11 – E-VERIFY AFFIDAVIT

**CITY OF PORT ORANGE
CONTRACTOR E-VERIFY AFFIDAVIT
IN ACCORDANCE WITH SECTION 448.095, FLORIDA STATUTES**

Project Name: _____

Solicitation Number: _____

I, the undersigned hereby certify that _____ (insert contractor company name) does not employ, contract with or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

I acknowledge that it is my responsibility to ensure full compliance with Section 448.095, Florida Statutes. I am aware enrollment in the E-Verify system for employers can be done at www.e-verify.gov.

A true and correct copy of _____ (insert contractor company name) proof of registration in the E-Verify system is attached to this Affidavit.

By affixing my signature below, I hereby affirm that I am duly authorized to bind the company reference herein and I will comply with all applicable E-Verify requirements.

Print or Type Name, Title

Signature of Affiant

Federal Employer ID Number (FEIN)

E-Verify Number

STATE OF FLORIDA

COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this

_____ day of _____, 2023, by _____ and who:

☐ I personally know to me; or ☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document to be completed and returned with your Submittal

FORM 7.12 – CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY

Matter Primary Covered Transactions
(To be completed by Prime Contractor)

1. The prospective participant certifies to the best of its knowledge and belief that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by and Federal department or agency.
 - (b) Have not within a three-year period preceding this proposal been convicted for had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement or receiving stolen property.
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1. (b) of this certification.
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

Bid Number or Project Name

Name and Title of Authorized Representative

Signature

Date

This document must be completed and returned with your Submittal

FORM 7.13 – NO SUBMITTAL RESPONSE FORM

If your company will not be submitting a proposal in response to this solicitation, please complete this form and return via e-mail prior to the solicitation due date established within to:

City of Port Orange
Purchasing Division
1000 City Center Circle
Port Orange, FL 32129
purchdiv@port-orange.org

This information will assist the Purchasing Division in the preparation of future solicitations.

Solicitation:

Company Name: _____

Contact Person Name & Title: _____

Address: _____

Telephone: _____ Email Address: _____

Please check a reason for a “no response”.

- ☐ Specifications “too tight” or geared toward on brand or manufacturer (please explain below)
- ☐ Insufficient time to respond.
- ☐ Specifications unclear (please explain below)
- ☐ We do not offer this product/service or an equivalent.
- ☐ Our product schedule does not permit us to perform within stated timeline for the project.
- ☐ Unable to meet specifications.
- ☐ Unable to meet bond requirements.
- ☐ Unable to hold prices firm throughout the term of the contract period.
- ☐ Unable to meet insurance requirements.
- ☐ Other: _____

Print Name: _____

Signature: _____

Date: _____

Additional Information:

If submitting this form, only this form needs to be returned. It is not necessary to return the entire solicitation package.

SCHEDULE OF UNIT PRICING (for informational purposes only, use posted separate file for submittal)

(ATTACHMENT 1) SCHEDULE OF UNIT PRICING					
CITY OF PORT ORANGE					
ITB #23-07					
SANITARY SEWER MANHOLE LINING					
Completed (Attachment 1) Schedule of Unit Pricing MUST be included with Bid Submission					
Estimated quantities of work provided on (Attachment 1) Schedule of Unit Pricing are for establishing the unit price per bid item. The City does not guarantee the amount of work to be done under this contract.					
Bidders are required to complete all fields shaded in green.					
NAME OF BUSINESS:					
CONTACT PERSON:					
EMAIL ADDRESS:					
AUTHORIZED NAME:					
AUTHORIZED SIGNATURE:					
STATE OF FLORIDA GC/CUC #:					
ITEM #	DESCRIPTION	UNIT	ESTIMATED QUANTITIES	UNIT PRICE	EXTENDED PRICE
GENERAL					
1	Mobilization	EA	4		
2	Maintenance of Traffic (Index 601)	Day	1		
3	Maintenance of Traffic (Index 603)	Day	1		
4	Maintenance of Traffic (Flaggers (2) Required)	Day	1		
TOTAL GENERAL LINE ITEMS (1-4)					
CONSTRUCTION					
1	Lining of Manholes/Wet Wells using Raven 405 Epoxy Lining System	SF	20000		
2	Cementitious Build Back of Existing Manhole/Wet Well Structure with Minimal Deterioration Up to 2" Thick	SF	1000		
3	Cementitious Build Back of Existing Manhole/Wet Well Structure with Severe Deterioration Up to 4" Thick	SF	500		
4	Chemical Grout to Stop Ground Water Infiltration per Tube of AV202 Multigrout	EA	15		
5	Chemical Grout to Stop Ground Water Infiltration (Heavy)	Gal	5		
6	Lining of Manholes/Wet Wells using Cured in Place Lining System - Single Layer	SF	200		
7	Lining of Manholes/Wet Wells using Cured in Place Lining System - Multiple Layers	SF	200		
8	Replacement of Manhole Ring and Cover in Grass (using Cast Iron R&C)	EA	25		
9	Replacement of Manhole Ring and Cover in Grass (using CAPP HDPE R&C)	EA	25		
10	Replacement of Manhole Ring and Cover in Pavement (using Cast Iron R&C)	EA	50		
11	Replacement of Manhole Ring and Cover in Pavement (using CAPP HDPE R&C)	EA	15		
12	Salvaging Manhole Ring and Cover	EA	25		
13	Raising of Manhole Ring and Cover 1"-6" when repalcing Ring and Cover	EA	10		
14	Raising of Manhole Ring and Cover 7"-12" when repalcing Ring and Cover	EA	5		
15	Inflow Dish HDPE	EA	25		
16	Inflow Dish Stainless Steel	EA	25		
17	Chimney Seal	EA	15		
18	Manholes Lacking Benches and Inverts	EA	25		
19	Asphalt Patch up to 7'x7'x1.5" thick w/ Road Base	LS	30		
20	Vactor Vacuum Truck (disposal not included)	HR	40		
TOTAL CONSTRUCTION LINE ITEMS (1-20)					
Grand Total - GENERAL & CONSTRUCTION LINE ITEMS					

BID BOND**BID BOND**

Bond No.:

KNOW ALL MEN BY THESE PRESENTS that _____, as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at _____, Tel.: _____, (hereinafter called "PRINCIPAL"), and _____, as SURETY, duly authorized to conduct business in the State of Florida, whose principal place of business is located at _____, Tel.: _____ (hereinafter called "SURETY"), are held and firmly bound unto the City of Port Orange, Florida, as CITY, a Florida municipal corporation, whose address is City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, Tel: (386) 506-5501, (hereinafter called "OBLIGEE" or CITY", in the penal sum of _____ dollars and (____)/100 (\$____), lawful money of the United States, for the payment of which sum shall and truly be made, whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas the Principal has submitted the accompanying bid, dated _____, 20____, for:

Project Name/Bid No.:

Project Address:

Legal Description: See Attached

Description of Work:

NOW, THEREFORE,

A. If the Principal shall not withdraw said bid withing one hundred twenty (120) days after date of opening of the same, and shall within ten (10) days after the prescribed forms are presented to it for signature, enter into a written contract with the City in accordance with the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

B. In the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bonds withing the time specified, if the principal shall pay the City the difference between the amount specified in said bid and the amount for which the City may procure the required work and supplies. If the latter amount be in excess of the former, then the above obligations then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals, this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Note: If the firm is a sole ownership or partnership including limited liability company, two (2) witnesses are required to attest the signature. If the firm is a corporation, then the corporate secretary shall attest and affix the corporate seal (Attach power of attorney to the original bid bond and financial statement of Surety Company).

PRINCIPAL:

ATTEST:

Signature

Signature

Corporate Officer & Title

Corporate Secretary (Affix Corporate Seal)

WITNESSES:

ATTEST:

SURETY:

Signature

Attorney-in-Fact (signature)

Corporate Secretary (Affix Corporate Seal)

Name & Title

Name of Local Resident Agent

City, State, Zip

Telephone:

A.M. Best No.: _____ NAIC No.: _____

STATE OF _____

COUNTY OF _____

Before me this day personally appeared _____ (affiant), who, being duly sworn, deposes and says that he/she is the Attorney-in-Fact for the _____ (corporate surety) and that this person has been authorized by _____ (corporate surety) to execute the foregoing bond on behalf of the Contractor named therein in favor of the City of Port Orange, Florida.

Signature of Affiant

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this

_____ day of _____, 2023, by _____ and who:

☐ I personally know to me; or ☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

END OF BID BOND

This document must be completed and returned with your Submittal

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

PAYMENT AND PERFORMANCE BOND

(Public Works)

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

BOND NO. _____

PRINCIPAL:

Developer or Contractor: _____

Principal Business Address: _____

Contact Person: _____

Phone Number: _____

SURETY:

Address: _____

Contact Person: _____

Phone Number: _____

OWNER:

City of Port Orange, Florida, a chartered municipal corporation

1000 City Center Circle

Port Orange, Florida 32129-4144

Contact Person: _____

Phone Number: _____

City Manager

(386) 506-5501

Amount: \$ _____

City Case: _____

Description of Work: _____

Project Location: _____

Legal Description: _____

Front Page

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

Bond No. _____

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

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

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

THE CONDITION OF THIS BOND is that if Principal:

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

Notice of Nonpayment and Time Limitations

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

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

IN WITNESS WHEREOF, this performance and payment bond is executed and shall be deemed an original, this _____, day of _____, 20__.

Attest:

(Principal)

(As to Corporate Principal) Secretary

By: _____
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.

This certificate must be completed and returned by the Awarded Contractor, upon issuance of a Notice of Intent to Award by the Purchasing Division of the City of Port Orange.

LEASED EMPLOYEE AFFIDAVIT

EXHIBIT CONTRACT # _____

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

OR

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

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

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

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

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

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

I hereby attest that the information provided in this affidavit is accurate. In addition, I certify that I have read and understand the above statements regarding my responsibility under the workers' compensation coverage.

Name of Contractor: _____

Signature of Owner/Officer: _____

Title: _____ Date: _____

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

AFFIDAVIT REGARDING WORKERS' COMPENSATION

State of _____

County of _____

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

WITNESS:

CONTRACTOR:

By: _____

Company: _____

Name: _____

By: _____

Name/Title: _____

Sworn to/Affirmed and subscribed before me this _____ day of _____, 20____, by _____, who is personally known to me or who produced _____ as identification.

NOTARY PUBLIC – STATE OF

Type or Print Name: _____

Commission No.: _____

Commission Expires: _____

(Seal)



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 term of this Contract shall commence on the date this Contract is signed on behalf of the City and shall continue until _____ (the "Term").

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: Contractor acknowledges that time is of the essence for the **Purchase Order(s) or Notice to Proceed** 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 upon issuance of a Notice to Proceed and a written Purchase Order issued and executed by the City. The City reserves the right to contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

2. City Obligations. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit " " attached hereto, subject to a limit up to but not to exceed \$. The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. Contract 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. The City may change the contract administrator, from time to time and at any time, upon written notice to Contractor. For notice provisions, see the paragraph below entitled "Notice."

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

6. Termination for Convenience of the City

(a) The parties agree that the City may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or part, whenever the City Manager of Port Orange shall determine that such termination is in the best interest of the City.

(b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the City Manager or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Contractor shall:

- (i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
- (ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;
- (iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;
- (iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and
- (v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of termination, unless one or more extensions of three (3) months each are granted by the Finance Director.

(e) The Finance Director, with the approval of the City Manager, shall pay from the using department's budget, reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or work completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Finance Director shall pay the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

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

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

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

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

9. Examination of Records

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

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

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

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

- (a) Keep and maintain public records required by the City to perform the service.
- (b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the City.
- (d) Upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt from public records disclosure requirements. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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

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

11. Termination for Non-Appropriation of Funds

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

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

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

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A-" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Contractor shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes

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

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

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

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

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

Standard Insurance Requirements				
	Insurance	Standards		Additional Requirements
☒	Workers' Compensation The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept elective exemptions. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit Form Exhibit.	Contract Amount Up to \$10 million \$10 - \$20 million Contracts over \$20 million To Be Determined by the City.	Limits Statutory/\$500,000 Statutory/\$1,000,000	☐ If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐ If vessels involved, Jones Act coverage with limits of \$500,000 required.

☒	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$1,000,000 occurrence \$1,000,000 aggregate	☐ When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
☒	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	<u>Limits:</u> Auto Liability Body Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate	
Additional Insurance Requirements			
☐	Property Insurance Builders Risk. <u>Additional Coverage:</u>	<u>Limits:</u> Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☐	Professional Liability	<u>Limits:</u> Coverage - \$1,000,000	
☐	Installation Floater (IT)	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	
☐	Contractor Pollution Liability	<u>Limits:</u> Coverage - \$1,000,000	
☐	Errors and Omissions	<u>Limits:</u> Coverage - \$1,000,000	
☐	Umbrella Policy	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	
☒	Payment and Performance Bond Required	<u>Limits:</u> Coverage - Equal to amount of Contract.	
☐	City Manager waives Payment and Performance Bond for work under \$100,000.00.		
☐	Unless otherwise required by law, City Manager waives Insurance for FOB goods.		

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

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

15. Modifications or Changes to this Contract

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

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

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

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

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

17. E-Verify. Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor on or after the effective date of this Contract and thereafter during the remaining term of this Contract, including all subcontractors. Any subcontract entered into by Contractor with any subcontractor performing work under this Contract shall include the following language: "The Sub-Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor on or after the effective date of this Contract and thereafter during the remaining term of the Contract. The Contractor covenants and agrees that if it is found in violation of this section of the Executive Order, such violation shall be in material breach of this Contract and Contractor shall indemnify, defend and hold harmless the City from any fines or penalties levied by a government agency, including the loss or repayment of grant funds by the City.

18. 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.

19. 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.

20. 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.

21. 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.

22. Liability for Loss or Damage.

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

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

23. 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.

24. Disputes. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Agreement. The decision by the City Manager shall be final and binding unless, within five (5) business days from the date of delivery of the decision of the City Manager, appeal is made to the City Council in writing and delivered to the City Clerk, Robin L. Fenwick, CMC. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence.

25. 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.

26. 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.**

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

28. 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.

29. 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: [REDACTED]
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-[REDACTED]
Contractor: [REDACTED]
Attention: [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

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

30. 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.

31. 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]

By: _____

Printed Name: _____

Title: _____

If this Contract is signed by an individual not identified as an Officer of the Entity 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 Entity.

Date: _____

Date: _____

CITY OF PORT ORANGE

By: _____

Wayne Clark, City Manager **OR**
Donald O. Burnette, Mayor

Date: _____

ATTEST:

By: _____

Robin L. Fenwick, MMC, City Clerk

Date: _____

TASK AUTHORIZATION NO. [REDACTED]
Standard Contract for Services dated [REDACTED]
Between the City of Port Orange, Florida and [REDACTED]

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

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

Witnesses:

_____ Printed Name: _____	By: _____ Printed Name: _____ Title: _____
------------------------------	--

_____ Printed Name: _____	Date: _____
------------------------------	-------------

CITY OF PORT ORANGE

By: _____
Wayne Clerk, City Manager OR
Donald O. Burnette, Mayor

Date: _____

ATTEST:

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

Date: _____



End of Solicitation Documents

(ATTACHMENT 1) SCHEDULE OF UNIT PRICING

CITY OF PORT ORANGE

ITB #23-07

SANITARY SEWER MANHOLE LINING

Completed (Attachment 1) Schedule of Unit Pricing MUST be included with Bid Submission

Estimated quantities of work provided on (Attachment 1) Schedule of Unit Pricing are for establishing the unit price per bid item. The City does not guarantee the amount of work to be done under this contract.

Bidders are required to complete all fields shaded in green.

NAME OF BUSINESS:

CONTACT PERSON:

EMAIL ADDRESS:

AUTHORIZED NAME:

AUTHORIZED SIGNATURE:

STATE OF FLORIDA GC/CUC #:

ITEM #	DESCRIPTION	UNIT	ESTIMATED QUANTITIES	UNIT PRICE	EXTENDED PRICE
GENERAL					
1	Mobilization	EA	4		
2	Maintenance of Traffic (Index 601)	Day	1		
3	Maintenance of Traffic (Index 603)	Day	1		
4	Maintenance of Traffic (Flaggers (2) Required)	Day	1		
TOTAL GENERAL LINE ITEMS (1-4)					
CONSTRUCTION					
1	Lining of Manholes/Wet Wells using Raven 405 Epoxy Lining System	SF	20000		
2	Cementious Build Back of Existing Manhole/Wet Well Structure with Minimal Deterioration Up to 2" Thick	SF	1000		
3	Cementious Build Back of Existing Manhole/Wet Well Structure with Severe Deterioration Up to 4" Thick	SF	500		
4	Chemial Grout to Stop Ground Water Infiltration per Tube of AV202 Multigrout	EA	15		
5	Chemial Grout to Stop Ground Water Infiltration (Heavy)	Gal	5		
6	Lining of Manholes/Wet Wells using Cured in Place Lining System - Single Layer	SF	200		
7	Lining of Manholes/Wet Wells using Cured in Place Lining System - Multiple Layers	SF	200		
8	Replacement of Manhole Ring and Cover in Grass (using Cast Iron R&C)	EA	25		
9	Replacement of Manhole Ring and Cover in Grass (using CAPP HDPE R&C)	EA	25		
10	Replacement of Manhole Ring and Cover in Pavement (using Cast Iron R&C)	EA	50		
11	Replacement of Manhole Ring and Cover in Pavement(using CAPP HDPE R&C)	EA	15		
12	Salvaging Manhole Ring and Cover	EA	25		
13	Raising of Manhole Ring and Cover 1"-6" when repalcing Ring and Cover	EA	10		
14	Raising of Manhole Ring and Cover 7"-12" when repalcing Ring and Cover	EA	5		
15	Inflow Dish HDPE	EA	25		
16	Inflow Dish Stainless Steel	EA	25		
17	Chimney Seal	EA	15		
18	Manholes Lacking Benches and Inverts	EA	25		
19	Asphalt Patch up to 7'x7'x1.5" thick w/ Road Base	LS	30		
20	Vactor Vacuum Truck (disposal not included)	HR	40		
TOTAL CONSTRUCTION LINE ITEMS (1-20)					
Grand Total - GENERAL & CONSTRUCTION LINE ITEMS					



CITY OF PORT ORANGE

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

ADDENDUM #1

May 25, 2023

ITB #23-07 SANITARY SEWER MANHOLE LINING

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated May 10, 2023 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.

NEW BID OPENING DATE

The bid opening date of June 7, 2023 at 2:30 p.m. is hereby changed to June 14, 2023 at 2:30 p.m.

A. CHANGES TO SPECIFICATIONS:

None

B. CLARIFICATIONS:

None

C. QUESTIONS & ANSWERS:

None

In all other respects, except as specifically stated herein, the subject ITB #23-07 SANITARY SEWER MANHOLE LINING remains unchanged.

END OF ADDENDUM #1



CITY OF PORT ORANGE

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

ADDENDUM #2

June 7, 2023

ITB #23-07 SANITARY SEWER MANHOLE LINING

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated May 10, 2023 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

A. CHANGES TO SPECIFICATIONS:

None

B. CLARIFICATIONS:

The City of Port Orange has standardized to Raven Lining system for the rehabilitation of sanitary manholes.

C. REVISED (ATTACHMENT1) SCHEDULE OF UNIT PRICING

Bidders are advised they must complete REVISED (Attachment1) Schedule of Unit Pricing. If Bidder does not complete and include with bid submittal REVISED (Attachment1) Schedule of Unit Pricing, their bid will be deemed non-responsive. REVISED (Attachment1) Schedule of Unit Pricing is posted as a separate document on DemandStar and the City of Port Orange Purchasing Web page at <https://www.port-orange.org/bids.aspx>.

D. QUESTIONS & ANSWERS:

- 1) Engineered Coatings Solutions, LLC provides rehabilitation and specialty coatings for water/wastewater systems. We would like our products to be considered as equal for this solicitation.

Answer: This is not an approved product.

- 2) Is Sewpercoat or Strong Seal an approved equal for the above referenced project.

Answer: This is not an approved product.

- 3) GML Coatings (Green Monster) is requesting to be an approved material for the manhole and wet well rehabilitation.

Answer: This is not an approved product.

- 4) Nukote Coating Systems saw that Cementitious and Cement Mortar Lining were included as methods or rehab for Manholes and Wet Wells. Would the City of Port Orange be open to include a Fully Structural Spray Applied Liner on this project as an alternate? Nukote manufactures an Anti-Corrosive, Semi-Structural and Fully Structural Spray Applied Lining System to rehabilitate Water Structures.

Answer: This is not an approved product.

- 5) Will you accept Tnemec Epoxytec CPP Sprayliner MH for this Project?
Answer: This is not an approved product.
- 6) Will it be required to present a number for every line on the Schedule of Unit Pricing?
Answer: Yes, all costs must be provided for all items on the Revised (Attachment 1) Schedule of Unit Pricing.
- 7) Will the lines for the CIPM need to be complete if the line for the Epoxy coating is complete?
Answer: All costs must be provided for all items on the Revised (Attachment 1) Schedule of Unit Pricing.
- 8) Will it be the City's intention to use both types of coating or will the City decide to use one instead of the other?
Answer: The City will use both types, depending on the condition of the manhole being lined.
- 9) Is there a Pay Item for Maintenance of Traffic if we need to close a turn lane or multi lane where flaggers are not required if there is no shoulder to park trucks and equipment on which would essentially be "Standard Plans 102-613"?
Answer: Please see Item #4 on the Revised (Attachment 1) Schedule of Unit Pricing.

In all other respects, except as specifically stated herein, the subject ITB #23-07 SANITARY SEWER MANHOLE LINING remains unchanged.

END OF ADDENDUM #2



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/21/2023

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

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

PRODUCER Caton-Hosey Insurance 3731 Nova Rd. Port Orange FL 32129	CONTACT NAME: Melissa Adrian, CPSR PHONE (A/C, No, Ext): (386) 767-3161 FAX (A/C, No): (386) 760-1770 E-MAIL ADDRESS: melissa@catonhosey.com																					
INSURED Danus Utilities, Inc 4133 Saddle Club Dr New Smyrna Beach FL 32168	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Specialty Builders Ins Co</td><td>16826</td></tr><tr><td>INSURER B:</td><td>Auto-Owners Ins</td><td>18988</td></tr><tr><td>INSURER C:</td><td>Travelers Excess & Surplus Lines Co</td><td>29696</td></tr><tr><td>INSURER D:</td><td>National Builders (Vinings)</td><td>16632</td></tr><tr><td>INSURER E:</td><td>Federal Insurance Company</td><td>20281</td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Specialty Builders Ins Co	16826	INSURER B:	Auto-Owners Ins	18988	INSURER C:	Travelers Excess & Surplus Lines Co	29696	INSURER D:	National Builders (Vinings)	16632	INSURER E:	Federal Insurance Company	20281	INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A:	Specialty Builders Ins Co	16826																				
INSURER B:	Auto-Owners Ins	18988																				
INSURER C:	Travelers Excess & Surplus Lines Co	29696																				
INSURER D:	National Builders (Vinings)	16632																				
INSURER E:	Federal Insurance Company	20281																				
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:** CL2362130789**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liability ☒ XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y		PKG-0351006-00	07/02/2023	07/02/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y		4806741403	07/02/2023	07/02/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 10,000	
C	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			CUP-8W978480-23-NF	07/02/2023	07/02/2024	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	Y	WCV 0264441 07	07/02/2023	07/02/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Rented & Leased Equipment			45471710	06/24/2023	06/24/2024	Limit \$350,000 Deductible \$1,000	

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

City of Port Orange is included as an Additional Insured for General Liability and Automobile Liability with respects to operations of the Named Insured and as required by written contract. Coverage is primary and non-contributory. Waiver of Subrogation applies with respect to Workers Compensation as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Port Orange 1000 City Center Circle Port Orange FL 32129	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

This certificate must be completed and returned by the Awarded Contractor, upon issuance of a Notice of Intent to Award by the Purchasing Division of the City of Port Orange.

LEASED EMPLOYEE AFFIDAVIT

EXHIBIT CONTRACT # 1TB #23-07

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

OR

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

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

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

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

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

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

I hereby attest that the information provided in this affidavit is accurate. In addition, I certify that I have read and understand the above statements regarding my responsibility under the workers' compensation coverage.

Name of Contractor: Danus Utilities, Inc.

Signature of Owner/Officer: 

Title: President Date: 6/20/2023

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

AFFIDAVIT REGARDING WORKERS' COMPENSATION

State of Florida

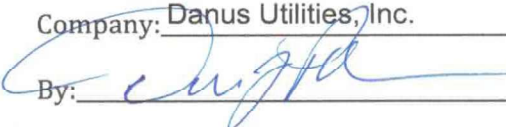
County of Seminole

I, Daniel J Pardus, being duly sworn according to law, deposes and says (it, he, she, they) have accepted the Workers' Compensation laws of the State of Florida, with its supplements and amendments and has insured (its, his, her, their) liability there under accordance with the terms of said Laws with the National Builders Insurance Company, under the terms of Policy Number WCV 0264441 06 for a period from July 02, 2022 to July 02, 2023.

WITNESS:

By: 
Name: Andrew Darling

CONTRACTOR:

Company: Danus Utilities, Inc.
By: 
Name/Title: Daniel J Pardus - President

Sworn to/Affirmed and subscribed before me this 20 day of June, 2023, by Daniel J Pardus, who is personally known to me or who produced PK as identification.




NOTARY PUBLIC - STATE OF FLORIDA

Type or Print Name: Robert H Brown
Commission No.: HH145052
Commission Expires: October 23, 2025

(Seal)



NOTICE OF INTENT TO AWARD

ITB #23-07 SANITARY SEWER MANHOLE LINING

JUNE 20, 2023

On June 14, 2023 Purchasing received two (2) bid submittals for ITB #23-07 Sanitary Sewer Manhole Lining.

After review of the responses, City Staff has made a recommendation to award to the following firm:

Danus Utilities, Inc.

This recommendation of award will be presented to City Council for approval in the near future. Interested parties may review the City Council agenda at <https://www.port-orange.org/776/Agendas-and-Minutes>.

Chip Kent
Purchasing Agent

"Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes or failure to post the bond or other security required by law within the time allowed, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes." The 72-hour posting requirement will elapse on June 23, 2023 at 3:00 pm E.S.T.

REVISED (ATTACHMENT 1) SCHEDULE OF UNIT PRICING
CITY OF PORT ORANGE
ITB #23-07
SANITARY SEWER MANHOLE LINING

Completed REVISED (Attachment 1) Schedule of Unit Pricing MUST be included with Bid Submission

Estimated quantities of work provided on REVISED (Attachment 1) Schedule of Unit Pricing are for establishing the unit price per bid item. The City does not guarantee the amount of work to be done under this contract.

Bidders are required to complete all fields shaded in green.					
NAME OF BUSINESS:					
CONTACT PERSON:					
EMAIL ADDRESS:					
AUTHORIZED NAME:					
AUTHORIZED SIGNATURE:					
STATE OF FLORIDA GC/CUC #:					
ITEM #	DESCRIPTION	UNIT	ESTIMATED QUANTITIES	UNIT PRICE	EXTENDED PRICE
	GENERAL				
1	Mobilization	EA	4		
2	FDOT Maintenance of Traffic (Index 102-602)	Day	1		
3	FDOT Maintenance of Traffic (Index 102-603)	Day	1		
4	FDOT Maintenance of Traffic (Index 102-613)	Day	1		
	TOTAL GENERAL LINE ITEMS (1-4)				
	CONSTRUCTION				
1	Lining of Manholes/Wet Wells using Raven 405 Epoxy Lining System	SF	20000		
2	Cementious Build Back of Existing Manhole/Wet Well Structure with Minimal Deterioration Up to 2" Thick	SF	1000		
3	Cementious Build Back of Existing Manhole/Wet Well Structure with Severe Deterioration Up to 4" Thick	SF	500		
4	Chemial Grout to Stop Ground Water Infiltration per Tube of AV202 Multigrout	EA	15		
5	Chemial Grout to Stop Ground Water Infiltration (Heavy)	Gal	5		
6	Lining of Manholes/Wet Wells using Cured in Place Lining System - Single Layer	SF	200		
7	Lining of Manholes/Wet Wells using Cured in Place Lining System - Multiple Layers	SF	200		
8	Replacement of Manhole Ring and Cover in Grass (using Cast Iron R&C)	EA	25		
9	Replacement of Manhole Ring and Cover in Grass (using CAPP HDPE R&C)	EA	25		
10	Replacement of Manhole Ring and Cover in Pavement (using Cast Iron R&C)	EA	50		
11	Replacement of Manhole Ring and Cover in Pavement(using CAPP HDPE R&C)	EA	15		
12	Salvaging Manhole Ring and Cover	EA	25		
13	Raising of Manhole Ring and Cover 1"-6" when repalcing Ring and Cover	EA	10		
14	Raising of Manhole Ring and Cover 7"-12" when repalcing Ring and Cover	EA	5		
15	Inflow Dish HDPE	EA	25		
16	Inflow Dish Stainless Steel	EA	25		
17	Chimney Seal	EA	15		
18	Manholes Lacking Benches and Inverts	EA	25		
19	Asphalt Patch up to 7'x7'x1.5" thick w/ Road Base	LS	30		
20	Vactor Vacuum Truck (disposal not included)	HR	4		
	TOTAL CONSTRUCTION LINE ITEMS (1-20)				
Grand Total - GENERAL & CONSTRUCTION LINE ITEMS					



NON MANDATORY PRE-BID CONFERENCE
May, 17, 2023 @ 10:00:00 AM

City of Port Orange
1000 City Center Circle
Port Orange, FL 32129
Purchasing Division
purchdiv@port-orange.org

ITB #23-07 Sanitary Sewer Manhole Lining

PLEASE WRITE CLEARLY

#	Name	Signature	Title	Company	Phone	Email
1	Junos Reed		Construction & Engineering Manager	City of Port Orange	386.506.5754	jureed@port-orange.org
2	Richard Colby		Public Utilities	City of Port Orange	386.506.5760	rcolby@port-orange.org
3	Jill Poolman		Purchasing Manager	City of Port Orange	386.506.5718	jpoolman@port-orange.org
4	Chip Kent		Purchasing Agent	City of Port Orange	386.506.5740	ckent@port-orange.org
5	Bob BAKER		Proj MANS	RCM Utilities	352-667-0171	Bob@RCMUTILITIES.COM
6	Ryan M. PERCE		GM.	Rowland, Inc	727-345-3815	RPERCE@ROWLAND-INC.COM
7	Kris Saltar		Manhole Rehab Super	APS	386-469-8732	ksaltar@atlanticpipe.us
8	Mark Ashbaugh		Project Manager	APS	763-370-4771	markashbaugh@atlanticpipe.us
9	Mike PECKRAFF		President	PLC	407-702-3277	mike@Plate Linings and Coatings LLC
10	AUSTEN WAGONER		SALES ENGINEER	ENGINEERED COATING SOLUTIONS	941-248-6489	AWAGONER@ECSOLUTIONS.COM

Buyer/Purchasing Agent Signature

Witness Signature

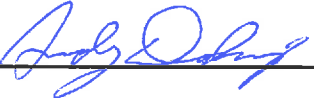


NON MANDATORY PRE-BID CONFERENCE
May 17, 2023 @ 10:00:00 AM

City of Port Orange
1000 City Center Circle
Port Orange, FL 32129
Purchasing Division
purchdiv@port-orange.org

ITB #23-07 Sanitary Sewer Manhole Lining

PLEASE WRITE CLEARLY

#	Name	Signature	Title	Company	Phone	Email
11	Andy Darling		Sales	Darus Utilities	386-566-8805	andy@darusutilities.com
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 7/18/2023

SUBJECT: (C9) Resolution No. 23-23 - Vacation of a portion of the buffer requirement established in Plat Note No. 7 of the Palmas Bay Club Subdivision Plat

DEPARTMENT: Community Development

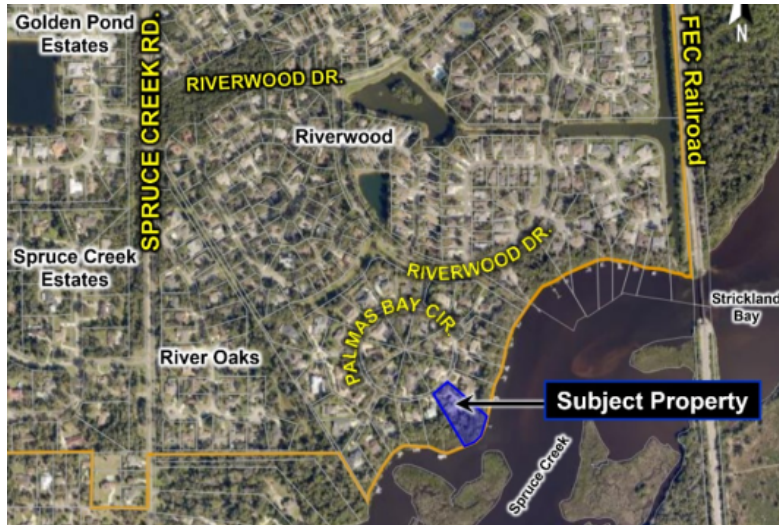
GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Resolution No. 23-23 and authorize the Mayor and City Clerk to sign all necessary documents.

SUMMARY: At the May 16, 2023, City Council Meeting, the 4th Amendment to the Riverwood Master Development Agreement (MDA) was approved to allow a portion of an elevated structure to encroach into a rear buffer on Lot 8 (6315 Palmas Bay Circle) of the Palmas Bay Club Subdivision. As indicated at the May 16 City Council meeting, the Lot 8 property owners also need to vacate a portion of the rear buffer required by Plat Note No. 7 on the Palmas Bay Club Subdivision plat. With the approval of the 4th Amendment, the property owners, Drs. Andrew and Sharvanti Halpern are now requesting approval to effectively vacate a portion of the rear buffer established by Plat Note No. 7 on the Palmas Bay Club Subdivision plat to allow a portion of an elevated structure to encroach into the buffer on Lot 8, as allowed per the approved 4th Amendment to the Riverwood Master Development Agreement (MDA).

The proposed vacation of a portion of the rear buffer established by Plat Note No. 7 as it relates to Lot 8 of the Palmas Bay Club Subdivision plat has been reviewed and approved by the City Staff (Community Development and City Attorney's Office).

Upon approval of this item, the property owners are still required to submit the necessary documents to receive approval of the building permit for the structure to resolve the ongoing Code Enforcement case.



PRESENTER: Tim Burman

ATTACHMENTS:

1.	Resolution No. 23-23	7-18 Reso 23-23 Palmas Bay Treehouse.pdf
2.	Palmas Bay Club Plat	Palmas Bay Club Plat.pdf

Lisa Epstein	Created/Initiated - 6/7/2023
Tim Burman	Approved - 6/26/2023
Shannon Balmer	Approved - 6/30/2023
Wayne Clark	Approved - 7/6/2023
Tracee Cody	Final Approval - 7/7/2023

RESOLUTION NO.23-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORT ORANGE, VOLUSIA COUNTY, FLORIDA,
VACATING A PORTION OF THE FIFTY (50) FOOT
ENVIRONMENTAL BUFFER REQUIREMENT
ESTABLISHED BY PLAT NOTE AFFECTING LOT 8 OF
PALMAS BAY CLUB SUBDIVISION (RIVERWOOD PHASE
III); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Andrew Halpern and Shravanti Halpern, are the record owners of Lot 8, Palmas Bay Club Subdivision (Riverwood Phase III), according to the Warranty Deed recorded in Official Records Book 7367, Page 2727, Public Records of Volusia County, Florida ("Property Owners"), and have applied for the vacation of a portion of the Fifty (50) foot environmental buffer requirement as established by Plat Note No. 7, set forth on the plat of Palmas Bay Club Subdivision (Riverwood Phase III), recorded in Map Book 39, page 146, Public Records of Volusia County, Florida ("Environmental Buffer"); and

WHEREAS, the applicant has complied with the requirements of Section 177.101(4), Florida Statutes; and

WHEREAS, the City Council of the City of Port Orange approved the Fourth Amendment to Riverwood PUD (Planned Unit Development) Agreement authorizing a ± 90 square-foot portion of one 350 square-foot elevated accessory structure no closer than 40 feet from edge of water of the Spruce Creek, of record in Official Records Book 8408, Page 2860, Public Records, Volusia County, Florida; and

WHEREAS, the City Council of the City of Port Orange has the power and authority to vacate publicly those dedications within the City limits under constitutional home rule powers and Chapters 166 and 177, Florida Statutes; and

WHEREAS, the City Council of the City of Port Orange has determined that the public's interest in that portion of the Environmental Buffer to be vacated is not critical to the intended protections of the environmental buffer requirement as established by Plat Note No. 7, set forth on the plat of Palmas Bay Club Subdivision (Riverwood Phase III), recorded in Map Book 39, page 146, Public Records of Volusia County, Florida, and that it is in the best interest and welfare of the City of Port Orange and the citizens thereof to vacate and abandon that portion of the Environmental Buffer, and apply the limited vacation of said environmental buffer to the plat note language as set forth herein.

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

Section 1. The recitals and premises set forth above are true and correct and are incorporated herein by reference.

Section 2. The interest of the public in the portion of the Fifty (50) foot environmental buffer requirement as established by Plat Note No. 7, set forth on the plat of Palmas Bay Club Subdivision (Riverwood Phase III), recorded in Map Book 39, page 146, Public Records of Volusia County, Florida is hereby declared to be partially vacated and amended as follows **[additions shown in UNDERLINE, deletions shown in ~~STRIKETHROUGH~~]**:

“7. There will be a fifty (50) foot environmental buffer between structures in the Palmas Bay Club (Riverwood Phase III) and the highest part of the Spruce Creek embankment, except that for Lot 8 of the Palmas Bay Club Subdivision (Riverwood Phase III), according to the map thereof recorded in Map Book 39, page 146, Public Records of Volusia County, Florida, a ±90-square-foot portion of one 350 square-foot elevated accessory structure may be located no closer than 40 feet from edge of water of the Spruce Creek; where the embankment top cannot be easily determined, said buffer shall begin at the marsh, saw grass, other salt water growth, Or the high water mark, whichever is highest.

Environmental buffer is defined as an area in which no flora shall be removed or disturbed except for elevated walkway construction.”

Section 3. All other plat notes applicable to Lot 8 of Palmas Bay Club Subdivision (Riverwood Phase III), recorded in Map Book 39, page 146, Public Records of Volusia County, Florida, not previously vacated shall remain in full force and effect.

Section 4. By application, acceptance and recording of a certified copy of this Resolution, the Property Owners acknowledge and accept full and sole responsibility for any damage to any private improvements placed or constructed within the vacated portion of the environmental buffer.

Section 5. This Resolution shall become immediately effective upon the recording of a certified copy of this Resolution No. 23-23.

MAYOR DONALD O. BURNETTE

ATTEST

Robin L. Fenwick, MMC, City Clerk

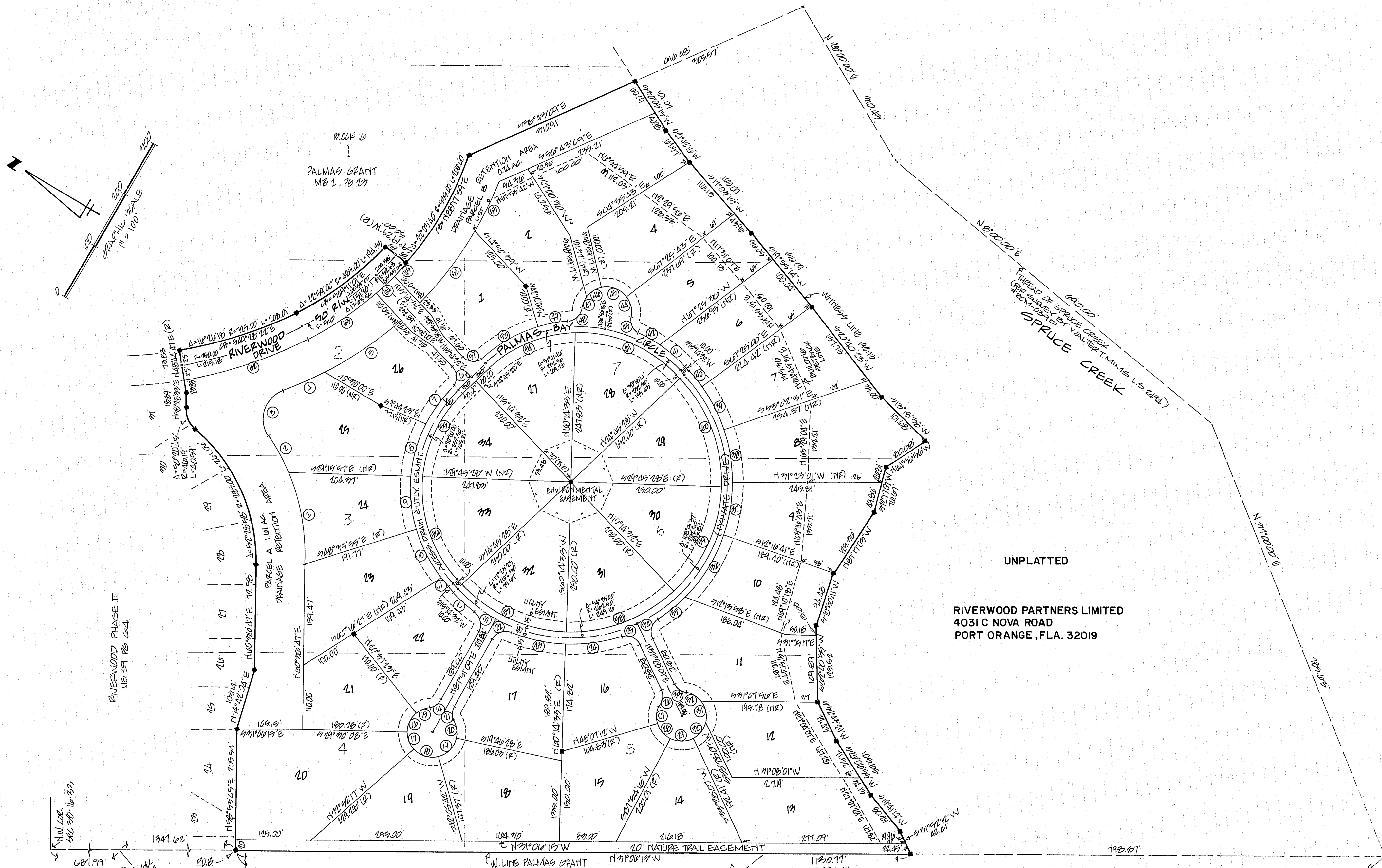
Adopted on the _____ day of _____, 2023

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

PALMAS BAY CLUB SUBDIVISION

(RIVERWOOD PHASE III) - A PRIVATE COMMUNITY -
A REPLAT OF A PORTION OF BLOCK 10, PALMAS GRANT, SECTION 10, TOWNSHIP 10 SOUTH, RANGE 33 EAST, RECORDED
IN MAP BOOK 1, PAGE 23, SITUATED IN PORT ORANGE, VOLUSIA COUNTY, FLORIDA.

PLAT BOOK: 39
PAGE: 146



UNPLATTED

RIVERWOOD PARTNERS LIMITED
4031 C NOVA ROAD
PORT ORANGE, FLA. 32019

NOTES:

1. BEARING STRUCTURE BASED ON RIVERWOOD PHASE II PLAT
2. ■ DENOTES PERM. - 4x4 CONC. MOT. MARKED "PERM L5 1254"
3. (R) DENOTES RADIAL LINE
4. (NR) DENOTES NON-RADIAL LINE
5. ○ DENOTES R.P.R. - METAL DISK MKD "R.P.R. L9 1254"
6. ENVIRONMENTAL EASEMENTS TO BE LEFT UNDISTURBED, EXCEPT FOR SELECT CLEARING OF UNDERBUSH, AND IS TO BE MAINTAINED BY THE ADJACENT PROPERTY OWNERS ONLY.
7. THERE WILL BE A FIFTY (50) FOOT ENVIRONMENTAL BUFFER BETWEEN STRUCTURES IN THE PALMAS BAY CLUB (RIVERWOOD PHASE III) AND THE HIGHEST PART OF THE SPRICE CREEK EMBANKMENT; WHERE THE EMBANKMENT

PAUL COHENIA S., ESQ.
96 R.P.S. PAUL, EXECUTOR
1314 1ST NATIONAL BANK BLDG.
MIAMI, FLA. 33131

NOTES (CONT.)

TOP CANNOT BE EASILY DETERMINED. PAID BUFFER SHALL BEGIN AT THE MARSH, SAW GRASS, OTHER SALT WATER GROWTH, OR THE HIGH WATER MARK WHICHEVER IS HIGHEST.

ENVIRONMENTAL BUFFER IS DEFINED AS AN AREA IN WHICH NO FLORA SHALL BE REMOVED OR DISTURBED EXCEPT FOR ELEVATED WALKWAY CONSTRUCTION.



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 7/18/2023

SUBJECT: (C10) Resolution No. 23-24 - 2023 City of Port Orange Water Supply Work Plan

DEPARTMENT: Community Development

GOAL: 2 - Infrastructure, 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Resolution No. 23-24 for the 2023 City of Port Orange Water Supply Work Plan.

SUMMARY: PLANNING COMMISSION ACTION (6/22/23): Recommended Approval (5-0)

In 2009, the City of Port Orange adopted a Water Supply Work Plan along with corresponding amendments to the City's Comprehensive Plan pursuant to state statutes [Section 163.3177(6)(c)3, F.S.] that required coordination between a local government Comprehensive Plan and a water management district's regional water supply plan, to establish a closer link between development decisions and to ensure adequate water supplies are available at the time a certificate of occupancy is issued for residential or commercial use. The City of Port Orange is located within St. John's River Water Management District and is required to be in coordination with the Central Springs/East Coast Regional Water Supply Plan.

In February 2022, the St. John's River Water Management District governing board approved an update to the Central Springs/East Coast Regional Water Supply Plan. In April 2022, all local governments located in St. John's River Water Management District region were notified of this update, and according to state statutes, all local governments within this water management district are required to update their Water Supply Work Plan (WSWP) and related Comprehensive Plan policies by August 2023 to correspond with the recently updated Central Springs/East Coast Regional Water Supply Plan.

The purpose of the WSWP is to assess the existing and projected water demands, water sources, and facilities, along with the water conservation and reuse practices, necessary to meet existing and future water demands for the Port Orange water service area, which includes the City of Port Orange city limits, the City of Daytona Beach Shores south of Thames Avenue, the Town of Ponce Inlet, and unincorporated Volusia County.

The 2023 WSWP update has been prepared by Kimley Horn and Associates, Inc. and is

in accordance with Florida Statutes, which requires the WSWP to be a 10-year plan. The City's 2023 WSWP indicates there is adequate water supply for the next 10 years to serve residents, businesses, and future development within the Port Orange water service area, while also sustaining local and regional water resources as well as natural systems. While the existing Port Orange water supply was found to be sufficient for meeting demands over the next 10 years as required by Florida Statutes, the recent update to the City's 20-year Consumptive Use Permit demonstrates that there is adequate water supply through 2043.

An update to the City's Comprehensive Plan is currently being prepared, and findings from the 2023 WSWP will be used to update the City's Goals, Objectives, and Policies within the plan related to water supply planning, and the 2023 WSWP will be included in the adopted Comprehensive Plan by reference as required by Florida Statutes.

PRESENTER: Penelope Cruz, Tim Burman, Junos Reed

ATTACHMENTS:

1.	Resolution No. 23-24 with exhibit	Resolution No. 23-24 with exhibit.pdf
2.	STAFF REPORT	STAFF REPORT.pdf
3.	2023 Water Supply Work Plan	2023 Water Supply Work Plan.pdf

Penelope Cruz	Created/Initiated - 6/23/2023
Tim Burman	Approved - 6/23/2023
Shannon Balmer	Approved - 7/6/2023
Wayne Clark	Approved - 7/6/2023
Tracee Cody	Final Approval - 7/6/2023

RESOLUTION NO. 23-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; APPROVING A WATER SUPPLY WORK PLAN FOR 2023 THROUGH 2033 ("2023 WSWP"), FOR SUBMITTAL TO THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, PROMPTED BY THE UPDATED CENTRAL SPRINGS/EAST COAST REGIONAL WATER SUPPLY PLAN; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST ALL NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port Orange adopted Ordinance No. 2009-03, an ordinance adopting a Water Supply Work Plan in conjunction with updating its Growth Management Plan and pursuant to Sec. 163.3177, Florida Statutes; and

WHEREAS, in February of 2022, St. Johns River Water Management District adopted an updated Central Springs/East Coast Regional Water Supply Plan and advised that such adoption necessitates an update to the previously adopted Water Supply Work Plan; and

WHEREAS, the 2023 WSWP update has been prepared by Kimley Horn and Associates, Inc., in accordance with Florida Statutes; and

WHEREAS, St. Johns River Water Management District has conducted an informal review of the updated plan and has provided comments; and

WHEREAS, the City of Port Orange has revised the draft Water Supply Work Plan to address the comments; and

WHEREAS, the City Council of the City of Port Orange desires to submit the 2023 Water Supply Work Plan and transmit to the St. John's River Water Management District.

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

Section 1. The above Recitals are incorporated by reference into the body of this Resolution.

Section 2. The City Council of the City of Port Orange, Florida, hereby approves updated Water Supply Work Plan for 2023 through 2033, a copy of which is attached hereto as Exhibit "A", for submittal to St. Johns River Water Management District.

RESOLUTION NO. 23-24

Section 3. The Mayor and City Clerk are hereby authorized to execute all necessary documents.

Section 4. This resolution shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Adopted on the day of

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

EXHIBIT "A"



City of Port Orange Water Supply Work Plan (2023-2033)



Prepared for:

The City of Port Orange Public Utilities Department
Volusia County, Florida

Prepared by:

Kimley-Horn and Associates, Inc.

June 2023

© Kimley-Horn and Associates, Inc. 2023

Kimley»Horn



TABLE OF CONTENTS

1	EXECUTIVE SUMMARY	1
2	INTRODUCTION	2
3	BACKGROUND INFORMATION.....	2
4	REGIONAL ISSUES.....	5
4.1	St. John's River Water Management District.....	5
4.2	Central Springs/East Coast Regional Water Supply Plan.....	5
4.3	Interconnects	6
5	WATER USE PERMIT INFORMATION	6
6	EXISTING SYSTEMS	8
6.1	Production Wells.....	8
6.2	Water Treatment Facility.....	11
6.2.1	Aeration	11
6.2.2	Lime Softening and Recarbonation	11
6.2.3	Filtration.....	11
6.2.4	Disinfection and Fluoridation.....	11
6.3	Distribution System	12
6.3.1	Port Orange Service Area.....	12
6.3.2	Pumping and Storage Capacity.....	12
6.3.3	Piping Network.....	14
6.1	Reclaimed Water System.....	14
7	DATA AND ANALYSIS	15
7.1	Population Projections	15
7.2	Potable Water Level of Service Standard.....	16
7.3	Potable Water Demand Projections	18
8	WATER SUPPLY NEEDS AND POLICY OBJECTIVES	19
8.1	Water Supply Needs.....	19
8.2	Port Orange Goals, Objectives, and Policies.....	19
8.2.1	Comprehensive Plan – Water Supply Work Plan Adoption	19
8.2.2	Comprehensive Plan – Reclaimed Water and Water Conservation Policies.....	20
8.3	Additional Water Supply Goals and Policies.....	22
8.3.1	Land Development Code	22
8.3.2	Water Conservation Plan	22
9	CAPITAL IMPROVEMENTS.....	23



LIST OF FIGURES

Figure 3-1	4
Figure 6-1	9
Figure 6-2	13

LIST OF TABLES

Table 1 - Summary of MFL Water Body Rebound Requirements ¹	6
Table 2 - CUP Annual Groundwater Withdrawal Limits	7
Table 3 - Inventory of Potable Supply Wells	10
Table 4 - Potable Water Distribution Inventory (2020)	14
Table 5- Reclaimed Water System Inventory (2020)	14
Table 6 - Port Orange Population Projections	16
Table 7 - Historical Water Use 2015-2020.....	17
Table 8 - Port Orange Observed Level of Service 2015-2020	17
Table 9 - Port Orange Water Demand Projections	18
Table 10 – Potable Water System Capital Improvement Plan	24
Table 11 - Reclaimed Water System Capital Improvement Projects.....	25



(THIS PAGE INTENTIONALLY LEFT BLANK)



1 EXECUTIVE SUMMARY

In 2002, 2004, and 2005, the Florida Legislature amended the Florida Water Resources Act. This legislation amended the water supply planning requirements for all local governments and created a statutory link between the regional water supply plans (RWSPs) prepared by water management districts and comprehensive plans prepared by local governments. These legislative changes also increased the necessary level of coordination between local land use planning and regional water supply planning. The legislation requires local governments to adopt an updated Water Supply Work Plan (WSWP) within 18 months of the adoption of the Regional Water Supply Plan prepared by the water management districts. The purpose of the WSWP is to assess the existing and projected water demands, water sources, and facilities, along with the water conservation and reuse practices, necessary to meet existing and future water demands. The City of Port Orange (City) WSWP has been prepared in accordance with Section 163.3177 F.S. The WSWP can be used by the City to create an actionable strategy for meeting its future water supply needs, while maintaining its natural water resources.

The City's potable water system consists of twenty-seven (27) water supply wells, divided among the Central Recharge and Eastern wellfields. Raw water is pumped from the wellfields to the Charles B. Garnsey Water Treatment Plant where it is treated through aeration, lime-softening, filtration, and disinfection processes. A high service pump station at the treatment facility delivers water either directly to the distribution system or fills three (3) offsite ground storage tanks. Water is distributed to the City's service area, which consists of the City of Port Orange city limits, the City of Daytona Beach Shores south of Thames Avenue, the Town of Ponce Inlet, and unincorporated Volusia County. In 2021, the City provided 3.88 million gallons per day (MGD) of potable water to its customers.

The City is committed to improving the long-term resiliency of the Upper Floridan aquifer by minimizing groundwater withdrawals and developing alternative water supply sources. Over the past thirty (30) years, the City has developed a set of policies to help promote the expansion of alternative water supplies, specifically reclaimed water, and to promote water conservation. As a direct result, historical per capita use rates have declined to 55.5 gallons per capita per day (gpcpd). Based on the data and subsequent analysis defined within this WSWP, the existing ground water supply in conjunction with the reclaimed water supply will be sufficient to meet water demands over the next ten years. However, several of the existing water supply wells in the Eastern wellfields have been shown to have high chloride levels and are currently under restricted use. If in the future these wells need to be permanently removed from service due to poor water quality, the existing available water supply would be decreased. In order to ensure that the existing water supply for the City can be maintained in the future, the City is investigating potential locations for new wells. This will allow for redundancy in the case that wells from the Eastern wellfield must be taken out of service due to water quality issues.



An update to the Comprehensive Plan and to the data inventory and analysis for the City is currently in development. Findings from this WSWP will be used to inform the City's Goals, Objectives, and Policies within the plan and will be incorporated in the final Comprehensive Plan and data inventory and analysis updates by reference. Additional supply goals and policies implemented at the City include its multi-pronged Water Conservation Plan, maintaining a Land Development Code consistent with Florida Statutes, and various policies for educating the public and incentivizing water conservation for the ten (10) year planning horizon. The Capital Improvement Projects (CIP) program for the potable water and reclaimed water systems, included herein, is also consistent with the City's objectives and in support of regional initiatives for developing and improving water resources.

2 INTRODUCTION

The City's Water Supply Work Plan (WSWP) demonstrates there is adequate water supply over the next 10 years to serve residents within the Port Orange utility service area, while also sustaining local and regional water resources as well as natural systems. This report provides an assessment of the projected water demands within the service area over the next 10 years (2023-2033) and the capacity of the Port Orange water supply, treatment and storage facilities, and distribution system to meet these demands. While the existing Port Orange water supply was found to be sufficient for meeting demands over the next 10 years, the City does plan to evaluate potential locations for additional water supply wells in order to ensure system redundancy in case any existing wells must be taken out of service due to high chloride levels.

The City's Water Supply Work Plan (WSWP) has been prepared in accordance with Sections 373.709 and 163.3177(6)(c)3 of the Florida Statutes. As stated in the Florida Statutes the local government is required to "adopt a water supply facilities work plan covering at least a 10-year planning period to meet existing and projected demand. The work plan must address those water supply facilities for which the local government has responsibility and include the facilities needed to develop alternative water supplies. The work plan must also identify conservation and reuse measures to meet future needs." The Water Supply Work Plan is meant to serve as a response to the Regional Water Supply Plan (RWSP) prepared by the SJRWMD and is required to be completed within 18-months of the adoption of the RWSP.

3 BACKGROUND INFORMATION

The City of Port Orange is located along the Halifax River in the eastern central portion of Volusia County. Port Orange is bordered by Daytona Beach and Daytona Beach Shores to the north, Ponce Inlet to the southeast, and New Smyrna Beach to the south. The City has a municipal area of approximately 28 square miles and a utility service area of approximately 40 square miles, providing service for several surrounding municipalities and unincorporated land. See **Figure 3-1** for a map of the Port Orange municipal boundary and service area. Residents of the utility service area receive water, wastewater, and reclaimed water services from the City. Additional municipal services include, but are not limited to, road and parks maintenance,



stormwater management, and building inspections. These services are provided solely to residents of Port Orange. The planning area considered for the Water Supply Work Plan currently has a population of approximately 72,900 people.

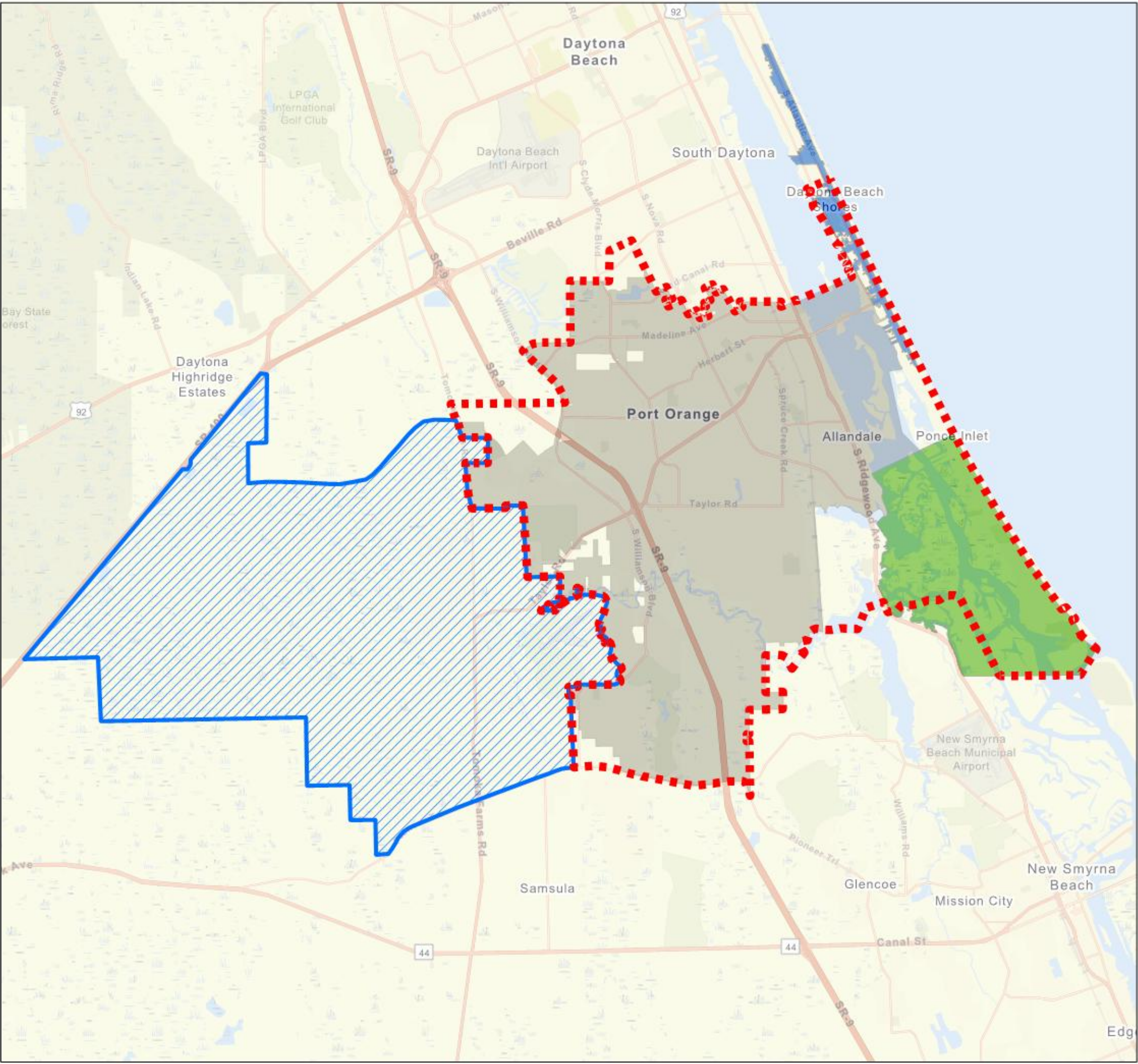
Groundwater is the only potable water supply source for the City. Two aquifers are accessible to the Port Orange service area- the upper unconsolidated surficial aquifer and the lower confined limestone Floridan aquifer. The Floridan aquifer consists of the Upper Floridan aquifer and the Lower Floridan aquifer which are divided by a less productive layer referred to as the middle confining unit. The City's water supply comes exclusively from the Upper Floridan aquifer, although some private wells and irrigation systems within the service area do withdraw water from the surficial aquifer. In 2021 the City withdrew an average of 6.3 MGD from the aquifer daily. Raw water from the supply wells is sent through a thirty-inch water main to the Charles B. Garnsey Water Treatment Plant (Garnsey WTP) where it is treated to drinking water standards.

The City is committed to improving the long-term resiliency of the Upper Floridan aquifer by minimizing groundwater withdrawals and developing alternative water supply sources. At a regional scale, Port Orange is committed to working with partners to create an interconnected regional water system which will use excess stormwater, surface water, and reclaimed water to help offset future groundwater deficits. Locally, the City has pursued these goals through the construction of a robust reclaimed water system and the implementation of water conservation measures, which have allowed the City's water demands to remain significantly below its permitted groundwater withdrawal limits¹. Based on modeled population growth, the City's water demand is expected to continue to remain below permitted withdrawal limits over the next 10 years.

¹ In 2021 average day water demand was found to be 6.34 MGD, while the permitted average day water demand for 2021 was 8.97 MGD.

FIGURE 3-1

Port Orange Water Service Area



Legend

- Port Orange Water Service Area
- Port Orange Municipal Boundary
- Port Orange Water Supply Planning Area
- Daytona Beach Shores Municipal Boundary
- Ponce Inlet Municipal Boundary

*All land within the water supply planning area which is not included in the Port Orange, Daytona Beach Shores, or Ponce Inlet municipal boundaries is unincorporated land.



0 10,000 20,000 Feet

City of Port Orange

WATER SUPPLY WORK PLAN 2023



4 REGIONAL ISSUES

The Floridan Aquifer System is the predominant source of water in the region and throughout Florida. Water resources are interconnected which is why regional planning is a critical step in helping protect the Floridan Aquifer System as well as other water bodies and natural systems. The City coordinates its water supply planning with other local and regional organizations to mitigate the over withdrawal of fresh water sources and to create strategies for utilizing alternative water supply sources. The following sections describe key regional concerns that the City considered in the preparation of this water supply work plan.

4.1 ST. JOHN'S RIVER WATER MANAGEMENT DISTRICT

Under Chapter 373 of the Florida Statutes, Florida water management districts are obligated to regulate the consumptive use of water within their jurisdictions. The City of Port Orange falls under the regulatory jurisdiction of the St. John's River Water Management District (SJRWMD). As part of the SJRWMD's regulation of water use, the City is required to comply with a Consumptive Use Permit (CUP), which, among other conditions, restricts the quantity of raw water that can be withdrawn from the City's wellfields on an annual average and maximum daily basis.

The entire SJRWMD area was designated as a water resource caution area (WRCA) in 1996, which signified that water resource problems were projected to develop within 20 years. The 2022 Central Springs/East Coast Regional Water Supply Plan (described below) reconfirmed this assessment. The water resource problems identified within the region include several water bodies that are predicted to fall below minimum flows and minimum water levels (MFLs) as well as locations with degrading water qualities.

4.2 CENTRAL SPRINGS/EAST COAST REGIONAL WATER SUPPLY PLAN

The Central Springs/East Coast (CSEC) area includes all or part of Volusia, Lake, Marion, Brevard, Indian River, and Okeechobee counties. The SJRWMD, local governments, public utilities, environmental advocates and other stakeholders within this region collaborated to create a Regional Water Supply Plan (RWSP), published in February of 2022. The CSEC RWSP included an assessment of the region's water resources, a projection of future population and associated water demands, and recommendations (i.e. project options) for meeting regional water supply needs while protecting regional water resources. The 2020-2040 CSEC RWSP did not identify any 'project options' for implementation by the City. The CSEC RWSP focused on a 20-year planning horizon from 2020 through 2040, utilizing 2015 as the base year.

The CSEC RWSP assessed water supply from water bodies in the SJRWMD against projected 2040 demands. This assessment shows that out of the 21 water bodies evaluated, there are four water bodies within the region that are in prevention and one in recovery; water bodies in prevention will not meet their MFLs in 2040 whereas water bodies in recovery are not currently meeting their MFLs. The SJRWMD published three (3) strategy documents over the last decade



outlining water supply and water development projects needed to ensure MFLs are met for the water bodies currently in prevention or recovery at 2040 projected water demand levels. See Table 1 for a summary of the Upper Floridan Aquifer water level rebound and flow recovery requirements needed for all water bodies to meet MFLs in 2040.

As part of the City's CUP renewal process, an Impact Analysis report was prepared by Ardaman & Associates, Inc. to review whether the City's proposed future groundwater withdrawals would negatively impact MFL water bodies. While the Port Orange water demands will result in drawdowns at the MFLs, the report found that the projected water withdrawals will either provide a reduction in drawdowns or will not exacerbate drawdown levels when compared to current permitted drawdown levels. The reduction in drawdowns is a result of the City's requested reduction in groundwater allocation in the 2023 CUP.

Table 1 - Summary of MFL Water Body Rebound Requirements¹

Lake	Water Body	MFL Status - 2040		Freeboard (ft) - 2015	2015 to 2040 Drawdown (ft)	UFA Rebound Needed (ft)
	Butler	Prevention		0.2	0.6	0.4
	Indian	Prevention		0.3 ²	1.3	1.0
	Scoggin	Prevention		0.4	0.8	0.4
	Shaw	Prevention		0.7	1.3	0.6
Springs	Water Body	MFL Status - 2040	MFL (cfs) - 2040	Recovery Needed-Current Pumping ³ (cfs)	Add'l Recovery Needed ⁴ (cfs) - 2040	Total Recovery Needed (cfs)
	Blue	Recovery	157	12.0	5.0	17.0

1. Table recreated from CSEC RWSP, Appendix A1.

2. Includes benefit of the Tiger Bay weir (0.47 ft), constructed in 2016.

3. 2011-2015 pumping average

4. 2040 projected pump rate – 2011 to 2015 pumping average

4.3 INTERCONNECTS

The City of Port Orange maintains potable water system interconnects with both New Smyrna and with Daytona Beach. While these interconnects have not been used to exchange water between systems for several years, the valves at the interconnects are exercised yearly and the interconnects are available for use in the future, if needed.

5 WATER USE PERMIT INFORMATION

A CUP permit renewal for the City of Port Orange was approved and fully executed on February 16th of 2023. This permit will remain in effect through 2043. If necessary, permit modifications can be requested through either a letter modification request for smaller modifications, or through submission of a new CUP individual permit application for larger modifications. See Table 2 for additional information about the 2023 CUP permit conditions.



Permit Number: 8595

Permit Issue Date: February 16, 2023

Permit Expiration Date: February 14, 2043

Granted To: City of Port Orange, 1000 City Center Cir, Daytona Beach, FL 32119

Table 2 - CUP Annual Groundwater Withdrawal Limits

Year	Permitted Annual Average Withdrawal (MGD)
2022	7.33
2023	7.33
2024	7.33
2025	7.33
2026	7.33
2027	7.33
2028	7.33
2029	7.33
2030	7.33
2031	7.33
2032	7.33
2033	7.33
2034	7.33
2035	7.33
2036	7.33
2037	7.33
2038	7.33
2039	7.33
2040	7.33
2041	7.33
2042	7.33
2043	7.33



6 EXISTING SYSTEMS

6.1 PRODUCTION WELLS

The source of the raw water used to supply the Port Orange service area is the Upper Floridian Aquifer. The City owns and operates two well fields that draw water from the aquifer- the Eastern (CM) wellfield and the Central Recharge (CR) wellfield. The CM wellfield is located within Port Orange city limits, east of Clyde Morris Boulevard and next to the Garnsey WTP. The CR wellfield is located in unincorporated land directly to the east of I-4. Volusia County retains zoning and land use control in the unincorporated area. However, the City and County signed an interlocal agreement in 2004 (updated in 2008), which allows the City to maintain control over land use, zoning, and land development within the CR wellfield area. See **Figure 6-1** for a map showing the location of the wellfields, the Port Orange municipal boundary, and the water supply planning area.

The CM wellfield was constructed in the late 1970s and contains 13 wells. These wells were rehabilitated in 2004 and most are now approaching the end of their expected useful life. There are currently 27 wells in the CR wellfield, constructed between 1987 and 2005. A rehabilitation project was completed in 2005 for the older CR wells, however these wells are also now beginning to reach the end of their expected life spans.

The CR wellfield supplies approximately 85% of the water that is treated by the Garnsey WTP and the CM wellfield supplies the remaining 15%. While the CM wellfield is still suitable for use at present, its wells have a lower water quality than the CR wells and have shown trends of increasing chloride levels. The withdrawals from the CM wells are kept to a lower level in order to mitigate water quality and to maintain a higher water quality of raw water. See Table 3 for an inventory of the City's supply wells. The City is investigating potential locations for new water supply wells in order to supplement the water supply system in the case that any CM wells need to be removed from service in the future.

The water from the Central Recharge wellfield is transported to the water treatment plant through a thirty-inch reinforced concrete pipe, which is approximately eight miles long. This water main is critical to the Port Orange water supply since it is the only pipeline connecting the Central Recharge wellfield to the WTP. The water main has a hydraulic capacity of approximately 15 MGD. However, water withdrawal is limited by the City's CUP permit. Permit conditions only allow an annual water withdrawal of 7.33 MGD with 6.22 MGD permitted to be withdrawn from the CR wellfield and 1.12 MGD permitted to be withdrawn from the CM wellfield.

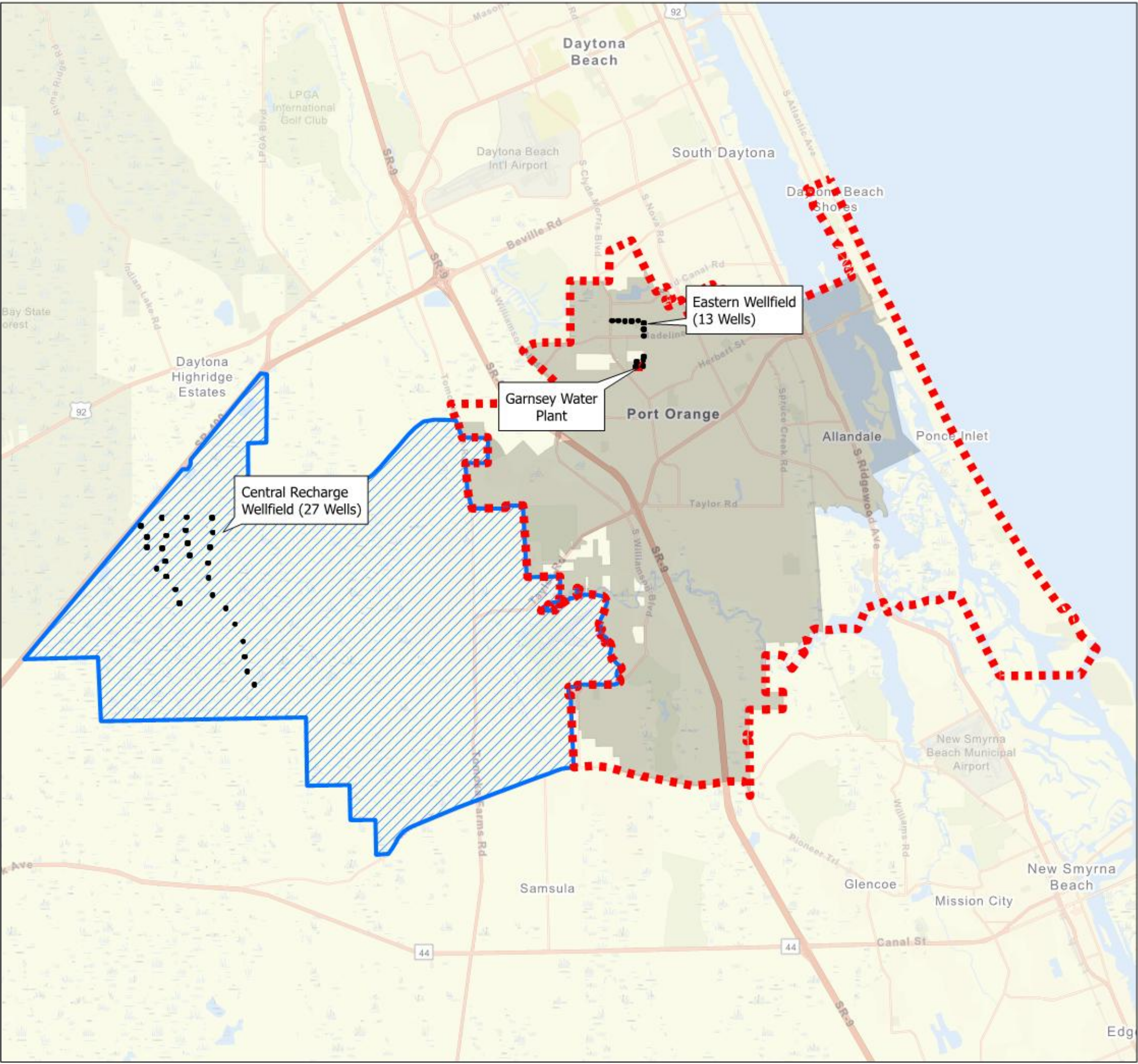


FIGURE 6-1

**Public Potable Water Wells,
Wellfield Protection Area,
& Water Supply Planning Area**

Legend

- Wells
- Port Orange Municipal Boundary
- Port Orange Water Service Area
- Port Orange Water Supply Planning Area

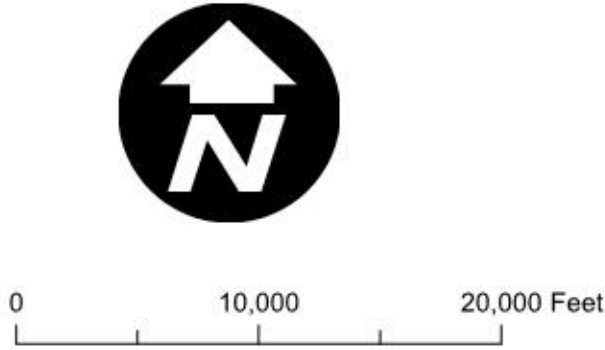




Table 3 - Inventory of Potable Supply Wells

Well No.	Casing Diameter	Well Depth	Cased Depth	Quantity Produced	Date of Most Recent Rehab	Expected Life Span
CR-1	16"	350'	100'	450 GPM	FY 2005	15
CR-2	16"	350'	98'	450 GPM	FY 2005	15
CR-3	16"	350'	98'	450 GPM	FY 2005	15
CR-4	16"	350'	95'	450 GPM	FY 2005	15
CR-5	16"	350'	91'	450 GPM	FY 2005	15
CR-6	16"	350'	140'	350 GPM	FY 2005	15
CR-7	16"	350'	133'	450 GPM	FY 2005	15
CR-8	16"	350'	96'	450 GPM	FY 2005	15
CR-9	16"	350'	94'	450 GPM	FY 2005	15
CR-10	16"	350'	91'	450 GPM	FY 2005	15
CR-11	16"	300'	90'	350 GPM	FY 2005	15
CR-12	16"	250'	90'	450 GPM	FY 2005	15
CR-13	16"	300'	88'	450 GPM	FY 2005	15
CR-14	16"	350'	87'	450 GPM	FY 2005	15
CR-15	16"	350'	86'	450 GPM	FY 2005	15
CR-16	16"	300'	86'	450 GPM	FY 2005	15
CR-17	16"	300'	85'	450 GPM	FY 2005	15
CR-18	16"	300'	84'	450 GPM	FY 2005	15
CR-19	16"	300'	86'	450 GPM	FY 2005	15
CR-20	16"	370'	87'	450 GPM	FY 2005	15
CR-21	16"	370'	87'	450 GPM	FY 2005	15
CR-22	10"	300'	145'	450 GPM	FY 2005	15
CR-23	16"	300'	130'	450 GPM	FY 2005	15
CR-24	16"	300'	130'	350 GPM	FY 2005	15
CR-25	16"	300'	130'	350 GPM	FY 2005	15
CR-26	16"	300'	130'	350 GPM	FY 2005	15
CR-27	16"	300'	130'	350 GPM	FY 2005	15
CM-4	8"	142'	108'	350 GPM	FY 2004	15
CM-5	8"	160'	117'	350 GPM	FY 2004	15
CM-6	8"	160'	119'	350 GPM	FY 2004	15
CM-7	8"	160'	113'	350 GPM	FY 2004	15
CM-8	8"	160'	108'	350 GPM	FY 2004	15
CM-9	10"	200'	111'	350 GPM	FY 2004	15
CM-10	10"	200'	111'	350 GPM	FY 2004	15
CM-11	10"	200'	110'	350 GPM	FY 2004	15
CM-12	10"	200'	111'	350 GPM	FY 2004	15
CM-13	10"	200'	111'	350 GPM	FY 2004	15
CM-14	10"	200'	111'	350 GPM	FY 2004	15
CM-15	10"	200'	110'	350 GPM	FY 2004	15
CM-16	10"	200'	109'	350 GPM	FY 2004	15



6.2 WATER TREATMENT FACILITY

The water withdrawn from the Port Orange production wells is transported to the Garnsey WTP, located at 4400 Wellfield Dr, Port Orange, FL 32129, for treatment. Raw water entering the treatment plant is sent through one of three parallel process trains each rated for 5.0 MGD. The process trains consist of aeration, lime softening and recarbonation, filtration, fluoridation, and disinfection. Cross connections between the process trains allow for bypassing during periods when a unit is out of service, providing system redundancy. The WTP has a total capacity of 15 MGD.

6.2.1 AERATION

To begin the treatment process, raw water from the wells is first aerated in order to remove dissolved gases from the water and transfer them into the air that is being introduced to the system. Concentrations of carbon dioxide, hydrogen sulfide, and volatile organic compounds are all reduced during the aeration process.

6.2.2 LIME SOFTENING AND RECARBONATION

Once aeration is completed, lime is added to the water to reduce hardness. Lime softening works by raising the water's pH, which allows the chemical precipitation of cationic compounds, such as calcium, from the water. The Garnsey WTP reduces total hardness by approximately 200 mg/L.

Once the water hardness has been reduced to an appropriate level, the pH must be lowered again to stabilize the water and prevent the carbonate scaling on piping and equipment. Carbon dioxide gas is added to the water, combining with any unprecipitated calcium carbonate to form soluble sodium bicarbonate and lowering the pH.

6.2.3 FILTRATION

The filtration system is used to remove the contaminants and suspended materials that remain in the water after aeration and softening. Granular filter media is used for the filtration process. The water passes through gravel, sand, and anthracite, moving through the coarser media first to remove larger suspended materials that might clog the finer sections of the filter. The gravel and sand remove suspended solids by physically capturing them within the filter bed, while the anthracite's adsorptive properties are used to remove biological and chemical contaminants.

6.2.4 DISINFECTION AND FLUORIDATION

The WTP utilizes sodium hypochlorite and ammonia sulfate to disinfect the treated water. When combined, these two chemicals form a chloramine residual, which produces fewer trihalomethanes than the chlorine gas that had previously been used for disinfection. The use of chloramines has allowed the City to remain in compliance with the Safe Drinking Water Act, maintaining trihalomethane levels below 35 ppb over the past 5-years.



Fluoride is also added to the treated water to provide dental protection to all water users. The optimum fluoride concentration for the finished water is 0.7 ppm.

6.3 DISTRIBUTION SYSTEM

6.3.1 PORT ORANGE SERVICE AREA

The City of Port Orange Public Utilities service area includes the following entities, for which it is the retail supplier: City of Port Orange, City of Daytona Beach Shores (south of Thames Avenue), and other non-designated unincorporated areas. The City owns and operates the distribution system and maintains individual meters for all customers. The City is also a wholesale supplier for the Town of Ponce Inlet. Water distribution to the Town of Ponce Inlet is monitored through the use of three (3) master meters. **Figure 3-1** on page 3 of this document illustrates the extents of the Port Orange water supply service area and each of the entities served.

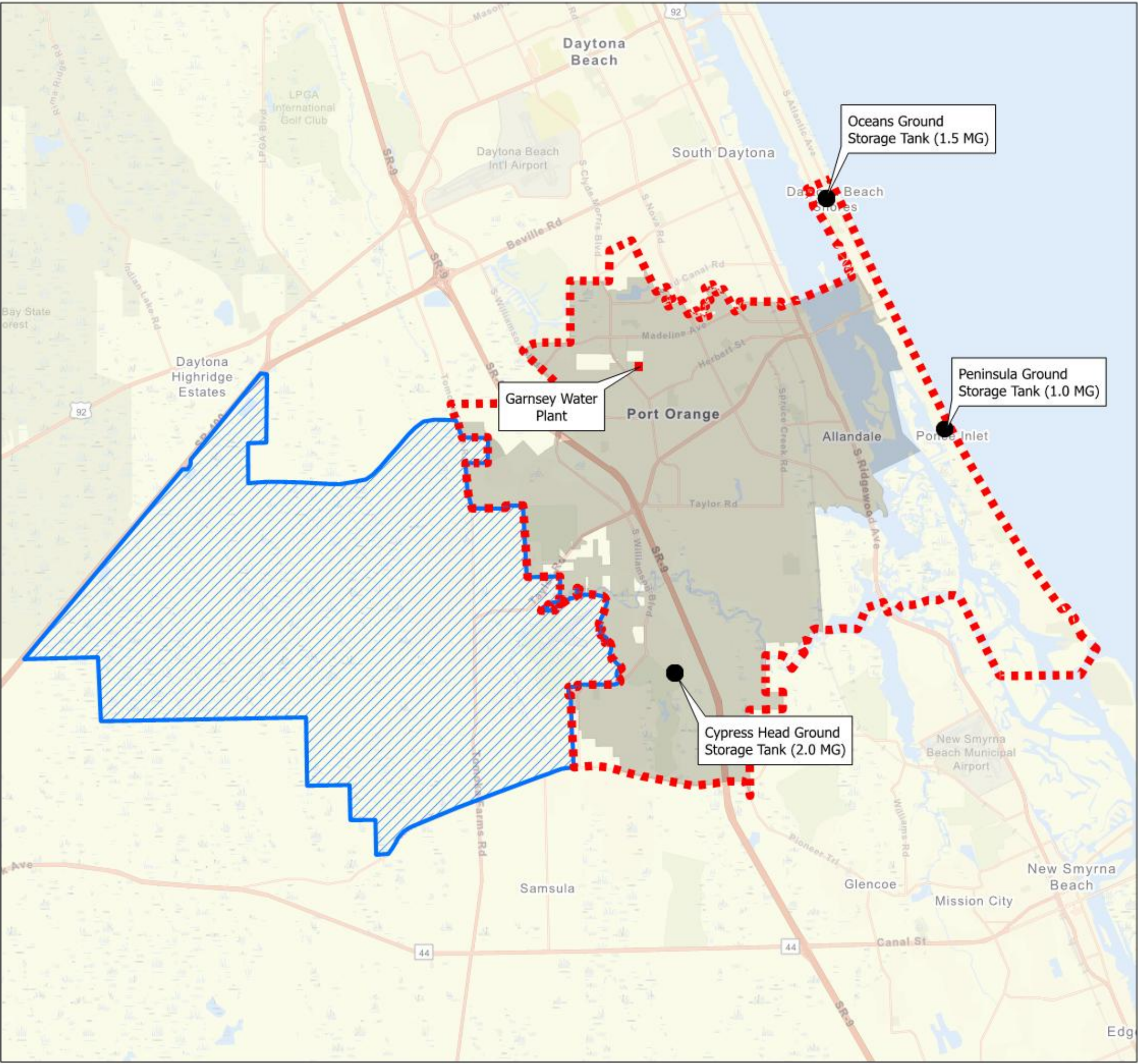
6.3.2 PUMPING AND STORAGE CAPACITY

Treated water is distributed to the service area through the use of a high service pump station (HSPS) located at the Garnsey WTP. The HSPS consists of four (4) high-service fixed-speed pumps, rated for 250 HP, and two (2) variable-speed pumps rated for 125 HP and 100 HP, respectively. The HSPS has a capacity of 25 million gallons (MG) and delivers water at a pressure of approximately 60-70 psi. During average day water demand conditions, the HSPS supplies the entire service area. The water supply is supplemented with water from off-site ground storage tanks during periods of peak demand in the mid-morning and late afternoon or during periods when fire flow is needed. Once the peak demand conditions subside, the tanks are refilled to normal operating levels.

There are three (3) remote ground storage tanks that are used within the service area: Cypress Head (2.0 MG), Oceans (1.5 MG), and Peninsula (1.0 MG). The Cypress Head storage tank is used to provide supplemental flow to the growth corridor along Williamson Boulevard. The Oceans and Peninsula storage tanks are employed to meet demands for Ponce Inlet and Daytona Beach Shores. See **Figure 6-2** for the locations of the ground storage tanks.

FIGURE 6-2

Port Orange Ground Storage Tanks



Legend

- Storage Tank
- Garnsey Water Plant
- Port Orange Municipal Boundary
- Port Orange Water Service Area
- ▨ Port Orange Water Supply Planning Area



City of Port Orange

WATER SUPPLY WORK PLAN 2023



6.3.3 PIPING NETWORK

The water transmission mains immediately leaving the Garnsey WTP vary in size from 12-inches to 24-inches. The distribution mains are looped throughout the system to ensure appropriate flows and pressures. Looping also limits water age and helps maintain water quality in the distribution system. The water pipes within the service area vary in size from 1-1/2-inches to 24-inches in diameter. An inventory of the pipes within the distribution network is included in Table 4.

Table 4 - Potable Water Distribution Inventory (2020)

Size (in)	Length (ft)	Size (in)	Length (ft)
Unk.	26,650	12	348,810
1	7,483	16	83,119
2	198,210	18	19,044
3	1,394	20	4,835
4	55,271	24	10,369
6	850,929	30	42,332
8	543,937	36	395
10	176,530	TOTAL	2,369,400

6.1 RECLAIMED WATER SYSTEM

In 1986 the City conducted a pilot reuse program to deliver reclaimed water to the City Center Municipal Complex. Since then, the City has aggressively pursued the use of reclaimed water to supplement and/or replace the use of potable water for irrigation. Today the City's reclaimed water system includes three (3) 3 MG storage tanks, transfer and HSPS, over 125 miles of piping, and two (2) aquifer recharge reservoirs with a combined area of 175-acres. The aquifer recharge reservoirs were completed in 2016. They are used to address seasonal reclaimed water demand variations, recharge the aquifer, and reduce wastewater discharge to the Halifax River. The reclaimed water system serves approximately 8,000 customers and, over the past five (5) years, reclaimed water system average daily demands have ranged between 4.4 and 7.7 MGD. See Table 5 for an inventory of reclaimed water distribution system piping throughout the service area.

Table 5- Reclaimed Water System Inventory (2020)

Size (in)	Length (ft)	Size (in)	Length (ft)
2	11,121	12	71,409
3	2,113	14	7,827
4	112,637	16	44,269
6	155,4865	18	17,670
8	158,637	20	27,204
10	44,189	24	32,615
		TOTAL	685,177



7 DATA AND ANALYSIS

As part of the Water Supply Work Plan, the City is required to provide an analysis of the data that is used to project future water facility needs. Future water facility capacity requirements are based on future demand projections, which are in turn calculated using population growth projections and level of service standards. The purpose of this section is to outline the methodologies used to determine future population growth and level of service standards and to present future potable water demand projections for the City of Port Orange service area.

7.1 POPULATION PROJECTIONS

Population and demand projections were recently approved by the SJRWMD in conjunction with the renewal of the Port Orange CUP on February 16th, 2023. However, the CUP population projections were initially prepared in early 2021 before the release of the 2020 Census data. To keep the population projections accurate to the most recently available data, the population projections from the CUP have been updated to account for the new Census data. The population projections outlined in this section incorporate data from the 2020 Census and match the population projections prepared as part of the City's master planning efforts for the 2023 Comprehensive Plan update.

The year 2020 was used as the base year for future population projections based on the data from the 2020 Census. Data for 2021 and 2022 were taken from historical BEBR population data. BEBR Medium Growth projections from April 2022 for Volusia County were used to predict population growth from 2023 through 2033. Since BEBR Medium Growth projections only provide countywide estimates, it was necessary to establish a correlation between the City's population and the Volusia County population. Census data from 2000, 2010, and 2020 was used to find the average ratio between the City's population and Volusia County's population. Based on this data, Port Orange was found to account for 11.2% of the countywide population. It was assumed that the percentage of Volusia County population for the City would remain consistent between 2020 and 2035. The population projections for Port Orange were therefore assumed to be equivalent to 11.2% of the Volusia County BEBR Medium Growth projections. Since BEBR growth projections are only calculated on increments of five years, population projections for the years between each BEBR projection were determined through linear interpolation.

Since Port Orange is a retail and wholesale water supplier, the population projections also must include the populations of the jurisdictions served by Port Orange, which include the City of Daytona Beach Shores (south of Thames Avenue), Town of Ponce Inlet (wholesale supplier), and unincorporated lands. Population projections were prepared for the City of Daytona Beach Shores and the Town of Ponce Inlet using the same methodology as the population projections for Port Orange. The population projections for Daytona Beach Shores and Ponce Inlet were then added to Port Orange's population to determine the overall service area population. Population projections for the service area are provided in Table 6.



Table 6 - Port Orange Population Projections

Year	Volusia County Population	Port Orange Population (Excl. PI & DBS)	Ponce Inlet Population	Daytona Beach Shores Population	Service Area Population
2020 ¹	553,543	62,596	3,364	5,179	71,139
2021 ²	563,358	63,275	3,382	5,253	71,910
2022 ²	572,815	64,230	3,391	5,279	72,900
2023 ³	579,249	64,876	3,520	5,420	73,816
2024 ³	585,683	65,596	3,559	5,480	74,636
2025 ⁴	592,117	66,317	3,598	5,540	75,455
2026 ⁵	597,705	66,943	3,632	5,592	76,168
2027 ⁵	603,293	67,569	3,666	5,644	76,880
2028 ⁵	608,881	68,195	3,700	5,697	77,592
2029 ⁵	614,469	68,821	3,734	5,749	78,304
2030 ⁴	620,057	69,446	3,768	5,801	79,016
2031 ⁶	624,354	69,928	3,794	5,842	79,563
2032 ⁶	628,651	70,409	3,820	5,882	80,111
2033 ⁶	632,948	70,890	3,847	5,922	80,659

1. 2020 Census Data
2. Historical BEBR Data
3. Linear interpolation between 2022 Census Data and 2025 BEBR projections
4. BEBR Medium Growth projections
5. Linear interpolation between 2025 BEBR projections and 2030 BEBR projections
6. Linear interpolation between 2030 BEBR projections and 2035 BEBR projections

7.2 POTABLE WATER LEVEL OF SERVICE STANDARD

Residential water use data shows that, from 2015-2020, the yearly average for per capita daily water use was 55.5 gallons per capita per day (gpcd). To determine this value, residential water demands from 2015-2020 were divided by the total residential population for each respective year. Based on data from the 2016 Port Orange water audit, residential water usage was found to be equivalent to 61.3% of total water usage on average. EN-50 records of total water usage for 2015-2020 were multiplied by 61.3% to calculate residential water usage over the time period. Population data for the service area was taken from historic BEBR population estimates from 2015-2020. Historic per capita water use is shown in Table 7.



Table 7 - Historical Water Use 2015-2020

Year	Port Orange Population	Ponce Inlet Population	Daytona Beach Shores Population	Residential Population Served	Residential Water Use, Average Day (MGD)	Uniform Residential per Capita Use ³ (gpcd)
2015	58,656	3,047	4,263	65,966	3.638 ¹	56
2016	59,315	3,062	4,291	66,668	3.718	56
2017	59,625	3,084	4,288	66,997	3.496	53
2018	61,009	3,111	4,294	68,414	3.596	53
2019	61,617	3,151	4,372	69,140	4.005	58
2020	62,596	3,364	5,179	71,139	4.018	57
Average						55.5

1. Water Use taken directly from New Water Audit.

BEER data shows that the average household size in Volusia County has remained consistent at 2.31 persons/household from 2010-2020. Applying the per capita use rate of 55.5 gpcpd to the occupancy rate of 2.31 persons/household results in a level of service (LOS) of 128 GPD, however, this does not account for recreation/landscape water demands, known system losses, and unknown system losses since these water use categories do not have their own LOS standards. The observed Level of Service per residential unit within the service area is summarized in Table 8 below. In the Port Orange Comprehensive Plan, the listed level of service for potable water is 180 GPD per equivalent residential unit and 1/10 gallon per square foot per day for industrial and commercial development (PWSE Policy 1.2 and CIE Policy 1.4.1)². Although the observed level of service demanded is approximately 20 GPD lower than the stated level of service standard, the City requests to retain its current 180 GPD standard to account for any future year to year fluctuations, (e.g. the higher observed historic per capita use in 2019).

Table 8 - Port Orange Observed Level of Service 2015-2020

Year	Total Water Demand Average Day (MGD)	Water Use Average Day ¹ (Excl. Commercial/Industrial) (MGD)	Service Connections ³	Observed Level of Service ⁴ (GPUD)
2015	5.87	4.53 ²	28,557	158
2016	6.07	4.71	28,861	163
2017	5.70	4.43	29,003	153
2018	5.87	4.56	29,616	154
2019	6.53	5.07	29,931	170
2020	6.55	5.09	30,796	165
Average Water Usage				161

1. Includes the following water uses: Residential, irrigation, known losses, unaccounted for losses. In total this accounts for 77.67% of total water demand in the service area.

2. Water Use taken directly from New Water Audit.

3. Calculated as Service Connections = Residential Population Served / 2.31 persons per household

4. Calculated as GPUD = Water Use Avg. Day / Service Connections. Values rounded up to nearest whole number

² Policy numbers are based on City of Port Orange 2010-2025 Comprehensive Plan.



Per capita water usage has decreased within the service area over the past 25 years largely due to the expansion of the City's reclaimed water system and City conservation efforts. Given the current trends, the 2015-2020 historic water use rate is recommended as a better indicator for water demand projections. The future water demand projections discussed for the following sections of this WSWP are all based on a usage rate of 55.5 gpcd rather than the City's current level of service of 180 GPD per household.

7.3 POTABLE WATER DEMAND PROJECTIONS

Residential potable water demand projections were prepared by multiplying the projected service area population by the usage rate of 55.5 gpcd, calculated in Section 7.3. The Port Orange water audit, prepared in 2016, shows how water demand is distributed between the following categories: residential use, industrial/commercial use, recreation/landscape irrigation, known system losses (water quality flushing, main breaks, firefighting, hydrant maintenance, etc.), and unknown system losses. The data from 2012-2015 shows that, of the total water usage in the service area, 61.30% was residential, 22.33% was industrial/commercial, 3.93% was for irrigation, 3.03% was due to known system losses, and the remaining 9.41% was unaccounted for. To determine total water demands over the next ten (10) years, it was assumed that water use across the five (5) audit categories would be consistent with years 2012-2015. Therefore, the projected residential water use was divided by 61.3% to determine the total projected water use. The total projected water use was then split between the remaining four audit categories. See Table 9 below for future total demand projections, as well as projections within each water use category.

Table 9 - Port Orange Water Demand Projections

Year	Residential Water Use (MGD)	Commercial/ Industrial Water Use (MGD)	Recreation/ Irrigation (MGD)	Known System Losses (MGD)	Unknown System Losses (MGD)	Total Water Demand (MGD)
2020	4.02	1.46	0.26	0.026	0.79	6.55
2021	3.99	1.45	0.26	0.026	0.78	6.51
2022	4.05	1.47	0.26	0.026	0.79	6.60
2023	4.10	1.49	0.26	0.026	0.80	6.68
2024	4.14	1.51	0.27	0.027	0.81	6.76
2025	4.19	1.53	0.27	0.027	0.82	6.83
2026	4.23	1.54	0.27	0.027	0.83	6.90
2027	4.27	1.55	0.27	0.027	0.84	6.96
2028	4.31	1.57	0.28	0.028	0.85	7.03
2029	4.35	1.58	0.28	0.028	0.85	7.09
2030	4.39	1.60	0.28	0.028	0.86	7.15
2031	4.42	1.61	0.28	0.028	0.87	7.20
2032	4.45	1.62	0.29	0.029	0.87	7.25
2033	4.48	1.63	0.29	0.029	0.88	7.30



8 WATER SUPPLY NEEDS AND POLICY OBJECTIVES

Over the past thirty (30) years, the City of Port Orange has developed a set of policies to help promote the expansion of alternative water supplies, specifically reclaimed water, and to promote water conservation. These policies are reassessed and updated at regular intervals and have proven successful in helping the City decrease future water supply needs. This is clearly shown in the 2023 CUP, which has a lower requested water allocation than the 2002 CUP despite population growth within the service area. This section outlines the City's future water supply needs and the goals, objectives, and policies that will allow the City to meet these future needs, while protecting natural water resources.

8.1 WATER SUPPLY NEEDS

Currently no groundwater deficit has been identified for Port Orange through 2033. Based on the City's expected population growth and water use trends, the existing ground water supply in conjunction with the reclaimed water supply will be sufficient to meet water demands over the next ten (10) years. The groundwater modeling report completed by Ardaman & Associates, Inc. in May 2022 also confirmed that the City's water use is not expected to have significant impacts on nearby water bodies, however, there are four (4) regional water bodies that are currently in either in prevention or recovery that may be affected by regional water use rates. As shown by the potable water demand projections, by 2033, 1.17 MGD of water is currently projected to either be used for irrigation or anticipated to be an unknown system loss. These two (2) use categories represent potential areas of opportunity for the City to reduce potable water demand through both water conservation and reclaimed water use. The City is committed to continue to implement policies to reduce its potable water demands to help offset groundwater deficits.

8.2 PORT ORANGE GOALS, OBJECTIVES, AND POLICIES

The City of Port Orange outlines Goals, Objectives, and Policies in its Comprehensive Plan. Currently, the City of Port Orange 2010-2025 Comprehensive Plan is in effect. However, the City is expected to adopt the Port Orange Comprehensive Plan 2045 by the end of 2023. This section summarizes the water and reclaimed water policies included in the proposed Port Orange Comprehensive Plan 2045.

8.2.1 COMPREHENSIVE PLAN – WATER SUPPLY WORK PLAN ADOPTION

The City of Port Orange Water Supply Work Plan 2023-2033 will be incorporated into the Comprehensive Plan by reference. The policies listed on the following page are proposed for the Port Orange Comprehensive Plan 2045 in order to incorporate the Water Supply Work Plan by reference.



The following policies are proposed to be added into the Potable Water Sub-element of the Public Facilities Element as part of the Comprehensive Plan Update:

Policy 4.1.10: The City of Port Orange Water Supply Work Plan 2023-2033 (Kimley-Horn and Associates, Inc., May 2023) is incorporated into the Comprehensive Plan by reference.

Policy 4.1.11: The City shall maintain a Water Supply Work Plan (WSWP) that is coordinated with SJRWMD's Central Springs / East Coast Regional Water Supply Plan (CSEC RWSP). The WSWP and related Comprehensive Plan policies will be updated, as necessary, within 18 months of an update of the CSEC RWSP that affects the City.

Policy 4.1.12: The Water Supply Work Plan shall identify the traditional and alternative water supply sources and projects, along with the water conservation and reuse practices, necessary to meet existing and future water demands.

The following policy is proposed to be deleted and replaced in the Intergovernmental Coordination Element as part of the Comprehensive Plan Update:

DELETED:

Policy 1.2.4: The City will maintain a Water Supply Facilities Work Plan that is coordinated with SJRWMD District Water Supply Plan, by updating the City's Work Plan within 18 months of an update to the SJRWMD's Plan that affects the City.

REPLACEMENT:

Policy 1.4.8: The City will participate in the development of updates to SJRWMD's Water Supply Assessment and Regional Water Supply Plan and in other water supply development-related initiatives facilitated by SJRWMD that affect the City.

8.2.2 COMPREHENSIVE PLAN – RECLAIMED WATER AND WATER CONSERVATION POLICIES

The use of reclaimed water for irrigation has helped to keep potable water demands within the service area mostly stable over the past 20 years despite population increases of nearly 13,217 people since the previous WSWP update. The City implements reclaimed water and water conservation and practices through policies enumerated in the Port Orange Comprehensive Plan. A selection of the City's reclaimed water and water conservation practices from the Comprehensive Plan are outlined on the following page. Please note that listed policy numbers are based on City of Port Orange 2010-2025 Comprehensive Plan.



- Installation and expansion of the reclaimed water system
 - o Conservation Element
 - Policy 1.2.2, 1.4.2, and 1.4.3
 - o Public Facilities Element
 - Sanitary Sewer Sub-Element
 - Policy 3.1
 - Potable Water Sub-Element
 - Policy 3.7
- Requiring new subdivisions to provide alternative sources for irrigation and non-residential development to connect to the reclaimed system.
 - o Public Facilities Element
 - Sanitary Sewer Sub-Element
 - Policy 3.2
 - Potable Water Sub-Element
 - Policy 3.8
- Coordination with SJRWMD during declared water emergencies
 - o Conservation Element
 - Policy 1.4.4
- Discouraging over-watering
 - o Conservation Element
 - Policy 1.4.5
- Incorporating Florida Friendly landscaping
 - o Conservation Element
 - Policy 1.6.6
 - o Public Facilities Element
 - Potable Water Sub-Element
 - Policy 3.10
- Requiring low volume plumbing fixtures
 - o Public Facilities Element
 - Potable Water Sub-Element
 - Policy 3.3
- Implementation of a conservation rate structure
 - o Public Facilities Element
 - Potable Water Sub-Element
 - Policy 3.9



8.3 ADDITIONAL WATER SUPPLY GOALS AND POLICIES

8.3.1 LAND DEVELOPMENT CODE

In addition to the above identified water conservation and reuse practices, the City also enumerates requirements for reclaimed water use in the Land Development Code. A selection of Land Development Code requirements relating to reclaimed water use is included below.

Port Orange Land Development Code, Chapter 13, Sec. 7(b)

“(3) Reclaimed water.

(a) Landscape irrigation systems shall be required to connect to reclaimed water lines if the city has made reclaimed water available to the property and planned for its connection. The use of reclaimed water shall be required.

(b) Landscape irrigation systems shall be designed for ultimate connection to proposed reclaimed water lines where it is determined that the property is planned for ultimate connection to the reclaimed water system.”

8.3.2 WATER CONSERVATION PLAN

The City of Port Orange applies a multi-pronged approach to water conservation within its service area. The five (5) main areas of focus for the City’s water conservation policy are Public Education, Outdoor Water Use Reduction, Indoor Water Use Reduction, a Conservation Oriented Rate Structure, and a Leak Detection program. Specific policies associated with each focus area are included below.

- Public Information and Education Program
 - o Online Materials
 - o Brochures
 - o Presentations
 - o School Curriculum
- Outdoor Water Use Reduction Program
 - o Restricted Use of Irrigation Water
 - o Promotion of Florida Friendly Landscaping
- Conservation Oriented Rate Structure
- Indoor Water Use Conservation Program
 - o Water Restrictive Plumbing Requirements
 - o AquaHawk Water Use Monitoring Software



The City's water conservation plan also outlines a set of actionable goals that complement the policy focus areas listed above. The City seeks to pursue the following goals over the next ten (10) years:

- (a) For the City of Port Orange to continue to improve its public information and education program.
- (b) For the City of Port Orange to continue to aggressively pursue the use of reclaimed water to supplement and/or replace potable water used for irrigation purposes.
- (c) For the City of Port Orange to record system flushing in order to monitor all water usage in the system.
- (d) For the City of Port Orange to evaluate leak detection technology to ensure that water is being used efficiently.

9 CAPITAL IMPROVEMENTS

In addition to City wide policy goals, as part of their master planning, the City has also identified key water supply projects that will help ensure that future water supply needs are met. The proposed Capital Improvement Projects (CIPs) will support a variety of objectives including water treatment plant rehabilitation, rehabilitating and/or replacing water mains near the end of their service life, replacement of wells with poor water quality, water system extension, and increasing the available capacity of reclaimed water storage, among others.

Table 10 summarizes the City's current five (5) year CIP for the potable water system, which will help to ensure that the City's traditional, groundwater supply will continue to meet future water supply needs. Table 11 summarizes the City's current five (5) year CIP for the reclaimed water system, which will support the City's alternative water supply goals.



Table 10 – Potable Water System Capital Improvement Plan

Project	Prior Years Funding	FY22	FY23	FY24	FY25	FY26	FY27	Total
Production Well Replacement	25,000	-	250,000	250,000	250,000	250,000	250,000	1,275,000
Field Operations – Water System Replacements	6,712,000	2,000,000	600,000	400,000	400,000	500,000	500,000	11,112,000
Engineering – Water System Extensions/ Upsizing	870,000	-	50,000	50,000	50,000	50,000	50,000	1,120,000
WTP – Telemetry Instrument/Control System	725,000	25,000	25,000	25,000	25,000	25,000	25,000	875,000
WTP R&R - Equipment	800,000	100,000	125,000	150,000	200,000	200,000	250,000	1,825,000
WTP – 1 MG Water Storage Tank	300,000	-	-	1,500,000	-	-	-	1,800,000
WTP Softener Repl.	145,000	-	-	-	-	-	-	145,000
WTP – Raw Water Main Replacement	300,000	-	3,000,000	-	-	-	-	3,300,000
City Wide Class Pipe Replacement	180,000	580,000	-	1,060,000	1,165,000	715,000	650,000	4,350,000
Ridgewood Ave. WM Replacement	700,000	-	90,000	900,000	90,000	900,000	-	2,680,000
WM Replacement Prior to Public Works Improvements	100,000	30,000	30,000	30,000	30,000	30,000	30,000	280,000
Water System Rehab – 16" Water Main Replacement	180,000	2,000,000	-	-	-	-	-	2,180,000
Engineering – City Cost Participation*	2,970,000	-	50,000	50,000	50,000	50,000	50,000	3,220,000
Generator Repl.*	1,700,000	1,550,000	100,000	200,000	1,000,000	200,000	200,000	4,950,000
Engr – Utility Coordination and Relocation*	250,000	-	25,000	25,000	25,000	25,000	-	350,000
Engr – Taylor Rd. Improvements*	-	-	-	-	-	-	1,600,000	1,600,000
Field Operations – New Facility*	3,800,000	1,000,000	-	-	-	-	-	4,800,000
Emergency Utility Repairs*	100,000	250,000	250,000	250,000	250,000	250,000	250,000	1,600,000
Vehicle Replacement*	-	322,000	242,000	-	768,000	497,000	54,000	1,883,000
Total	19,857,000	7,857,000	4,837,000	4,890,000	4,303,000	3,692,000	3,909,000	49,345,000

* Joint water and sewer projects.



Table 11 - Reclaimed Water System Capital Improvement Projects

Project	Prior Years Funding	FY22	FY23	FY24	FY25	FY26	FY27	Total
WRF – Telemetry Instrument/ Control Systems	1,270,000	100,000	160,000	190,000	190,000	190,000	190,000	2,290,000
WRF – R&R	1,450,000	800,000	600,000	500,000	500,000	550,000	550,000	4,950,000
WRF Electric System R&R	2,250,000	500,000	-	-	-	-	-	2,750,000
WRF Operations Building Expansion	410,000	-	-	-	100,000	500,000	-	1,010,000
WRF Nutrient Removal Process Improvements	500,000	-	-	-	6,000,000	-	-	6,500,000
WRF – Water Reuse Program	300,000	-	-	-	-	3,000,000	-	3,300,000
WRF – Replace Existing Lift Station	4,460,000	-	150,000	360,000	360,000	400,000	-	5,730,000
WRF – Filter System Rehab	250,000	500,000	500,000	500,000	500,000	500,000	500,000	3,250,000
Forestry Barn	NEW	135,000	-	-	-	-	-	135,000
City Center Complex Reclaimed Water Irrigation	-	125,000	-	-	-	-	-	125,000
Total	10,890,000	2,160,000	1,410,000	1,550,000	7,650,000	5,140,000	1,240,000	30,040,000



STAFF REPORT

2023 Water Supply Work Plan Update

REQUEST:	Approval of the 2023 Water Supply Work Plan Update
APPLICANT:	City of Port Orange
STAFF CONTACT:	Penelope Cruz, Planning Manager (386) 506-5671
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	Recommended Approval 5-0 (June 22, 2023)
CITY COUNCIL:	July 18, 2023

BACKGROUND

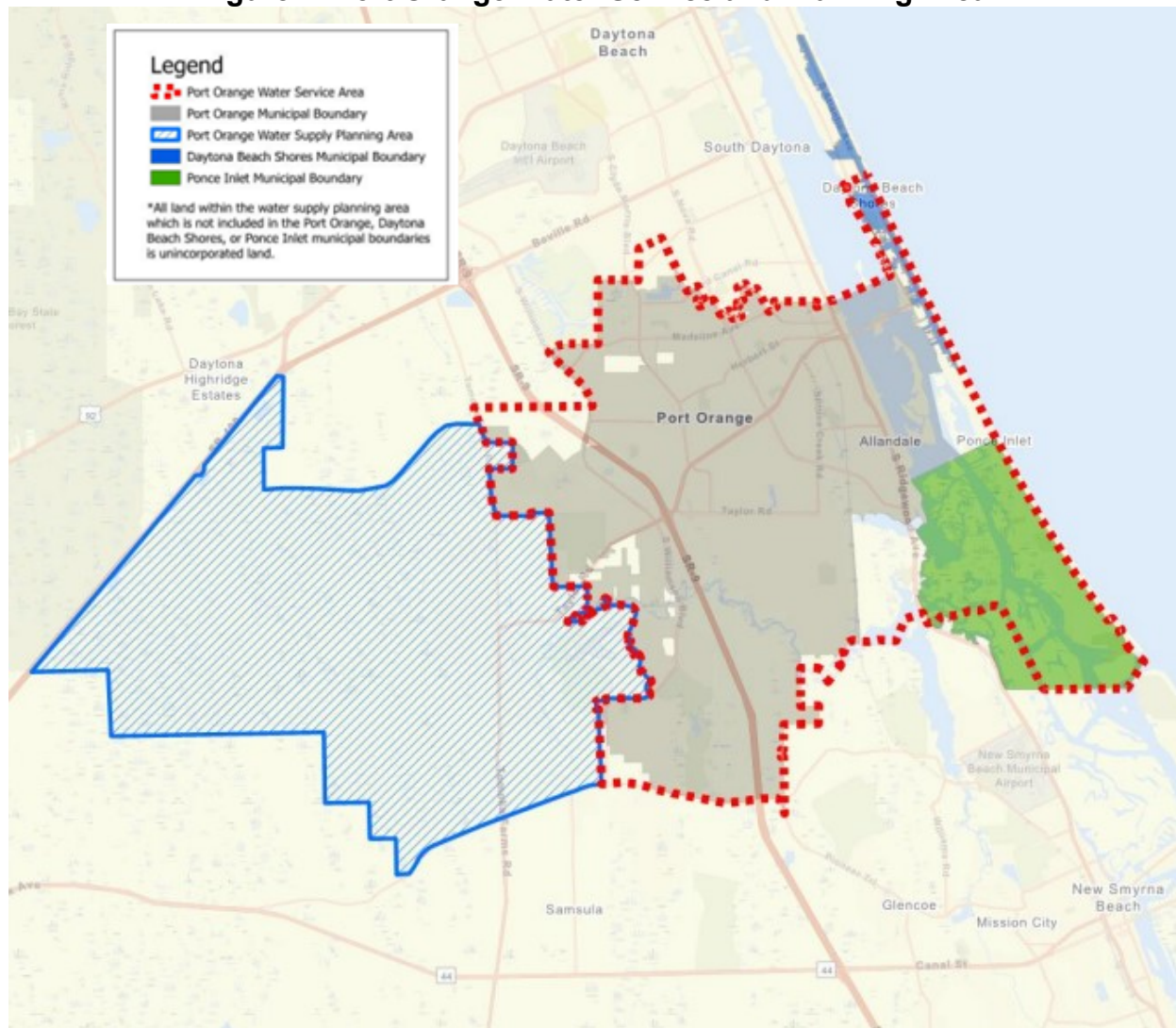
In 2009, the city adopted a Water Supply Work Plan along with corresponding amendments to the City's Comprehensive Plan pursuant to state statutes [Section 163.3177(6)(c)3, F.S.] that required coordination between a local government Comprehensive Plan and a water management district's regional water supply plans, to establish a closer link between development decisions and to ensure adequate water supplies are available at the time a certificate of occupancy is issued for residential or commercial use. The City of Port Orange is located within St. John's River Water Management District and is required to be in coordination with the Central Springs/East Coast Regional Water Supply Plan.

In February 2022, the St. John's River Water Management District governing board approved an update to the Central Springs/East Coast Regional Water Supply Plan. In April 2022, all local governments located in St. John's River Water Management District region were notified of this update, and according to state statutes, all local governments within this water management district are required to update their Water Supply Work Plan (WSWP) and related Comprehensive Plan policies by August 2023 to correspond with the recently updated Central Springs/East Coast Regional Water Supply Plan.

DISCUSSION

The purpose of the WSWP is to assess the existing and projected water demands, water sources, and facilities, along with the water conservation and reuse practices, necessary to meet existing and future water demands for the Port Orange water service area, which includes the City of Port Orange city limits, the City of Daytona Beach Shores south of Thames Avenue, the Town of Ponce Inlet, and unincorporated Volusia County (Figure 1 – Port Orange Water Service and Planning Area).

Figure 1. Port Orange Water Service and Planning Area



The 2023 WSWP update has been prepared by Kimley Horn and Associates, Inc. and in accordance with Florida Statutes. The City's 2023 WSWP indicates there is adequate water supply for the next 10 years to serve residents, businesses, and future development within the Port Orange water service area, while also sustaining local and regional water resources as well as natural systems. The 2023 WSWP provides an assessment of the projected water demands within the service area over the next 10 years (2023-2033) and the capacity of the Port Orange water supply, treatment and storage facilities, and distribution system to meet these demands. While the existing Port Orange water supply was found to be sufficient for meeting demands over the next 10 years as required by Florida Statutes, the recent update to the City's Consumptive Use Permit demonstrates that there is adequate water supply through 2043. Nonetheless, the city does plan to evaluate potential locations for additional water supply wells to ensure system redundancy in case existing wells are taken out of service.

An update to the City's Comprehensive Plan is currently being prepared, and findings from the 2023 WSWP will be used to update the City's Goals, Objectives, and Policies within the plan related to water supply planning, and the 2023 WSWP will be included in the adopted Comprehensive Plan by reference as required by Florida Statutes.

RECOMMENDATION

Staff recommends approval of the 2023 Water Supply Work Plan and transmittal to the St. John's River Water Management District.



City of Port Orange Water Supply Work Plan (2023-2033)



Prepared for:

The City of Port Orange Public Utilities Department
Volusia County, Florida

Prepared by:

Kimley-Horn and Associates, Inc.

June 2023

© Kimley-Horn and Associates, Inc. 2023

Kimley»Horn



TABLE OF CONTENTS

1	EXECUTIVE SUMMARY	1
2	INTRODUCTION	2
3	BACKGROUND INFORMATION.....	2
4	REGIONAL ISSUES.....	5
4.1	St. John's River Water Management District.....	5
4.2	Central Springs/East Coast Regional Water Supply Plan.....	5
4.3	Interconnects	6
5	WATER USE PERMIT INFORMATION	6
6	EXISTING SYSTEMS	8
6.1	Production Wells.....	8
6.2	Water Treatment Facility.....	11
6.2.1	Aeration	11
6.2.2	Lime Softening and Recarbonation	11
6.2.3	Filtration.....	11
6.2.4	Disinfection and Fluoridation.....	11
6.3	Distribution System	12
6.3.1	Port Orange Service Area.....	12
6.3.2	Pumping and Storage Capacity.....	12
6.3.3	Piping Network.....	14
6.1	Reclaimed Water System.....	14
7	DATA AND ANALYSIS	15
7.1	Population Projections	15
7.2	Potable Water Level of Service Standard.....	16
7.3	Potable Water Demand Projections	18
8	WATER SUPPLY NEEDS AND POLICY OBJECTIVES	19
8.1	Water Supply Needs.....	19
8.2	Port Orange Goals, Objectives, and Policies.....	19
8.2.1	Comprehensive Plan – Water Supply Work Plan Adoption	19
8.2.2	Comprehensive Plan – Reclaimed Water and Water Conservation Policies.....	20
8.3	Additional Water Supply Goals and Policies.....	22
8.3.1	Land Development Code	22
8.3.2	Water Conservation Plan	22
9	CAPITAL IMPROVEMENTS.....	23



LIST OF FIGURES

Figure 3-14
Figure 6-19
Figure 6-213

LIST OF TABLES

Table 1 - Summary of MFL Water Body Rebound Requirements¹6
Table 2 - CUP Annual Groundwater Withdrawal Limits7
Table 3 - Inventory of Potable Supply Wells10
Table 4 - Potable Water Distribution Inventory (2020)14
Table 5- Reclaimed Water System Inventory (2020)14
Table 6 - Port Orange Population Projections16
Table 7 - Historical Water Use 2015-2020.....17
Table 8 - Port Orange Observed Level of Service 2015-202017
Table 9 - Port Orange Water Demand Projections18
Table 10 – Potable Water System Capital Improvement Plan24
Table 11 - Reclaimed Water System Capital Improvement Projects.....25



(THIS PAGE INTENTIONALLY LEFT BLANK)



1 EXECUTIVE SUMMARY

In 2002, 2004, and 2005, the Florida Legislature amended the Florida Water Resources Act. This legislation amended the water supply planning requirements for all local governments and created a statutory link between the regional water supply plans (RWSPs) prepared by water management districts and comprehensive plans prepared by local governments. These legislative changes also increased the necessary level of coordination between local land use planning and regional water supply planning. The legislation requires local governments to adopt an updated Water Supply Work Plan (WSWP) within 18 months of the adoption of the Regional Water Supply Plan prepared by the water management districts. The purpose of the WSWP is to assess the existing and projected water demands, water sources, and facilities, along with the water conservation and reuse practices, necessary to meet existing and future water demands. The City of Port Orange (City) WSWP has been prepared in accordance with Section 163.3177 F.S. The WSWP can be used by the City to create an actionable strategy for meeting its future water supply needs, while maintaining its natural water resources.

The City's potable water system consists of twenty-seven (27) water supply wells, divided among the Central Recharge and Eastern wellfields. Raw water is pumped from the wellfields to the Charles B. Garnsey Water Treatment Plant where it is treated through aeration, lime-softening, filtration, and disinfection processes. A high service pump station at the treatment facility delivers water either directly to the distribution system or fills three (3) offsite ground storage tanks. Water is distributed to the City's service area, which consists of the City of Port Orange city limits, the City of Daytona Beach Shores south of Thames Avenue, the Town of Ponce Inlet, and unincorporated Volusia County. In 2021, the City provided 3.88 million gallons per day (MGD) of potable water to its customers.

The City is committed to improving the long-term resiliency of the Upper Floridan aquifer by minimizing groundwater withdrawals and developing alternative water supply sources. Over the past thirty (30) years, the City has developed a set of policies to help promote the expansion of alternative water supplies, specifically reclaimed water, and to promote water conservation. As a direct result, historical per capita use rates have declined to 55.5 gallons per capita per day (gpcpd). Based on the data and subsequent analysis defined within this WSWP, the existing ground water supply in conjunction with the reclaimed water supply will be sufficient to meet water demands over the next ten years. However, several of the existing water supply wells in the Eastern wellfields have been shown to have high chloride levels and are currently under restricted use. If in the future these wells need to be permanently removed from service due to poor water quality, the existing available water supply would be decreased. In order to ensure that the existing water supply for the City can be maintained in the future, the City is investigating potential locations for new wells. This will allow for redundancy in the case that wells from the Eastern wellfield must be taken out of service due to water quality issues.



An update to the Comprehensive Plan and to the data inventory and analysis for the City is currently in development. Findings from this WSWP will be used to inform the City's Goals, Objectives, and Policies within the plan and will be incorporated in the final Comprehensive Plan and data inventory and analysis updates by reference. Additional supply goals and policies implemented at the City include its multi-pronged Water Conservation Plan, maintaining a Land Development Code consistent with Florida Statutes, and various policies for educating the public and incentivizing water conservation for the ten (10) year planning horizon. The Capital Improvement Projects (CIP) program for the potable water and reclaimed water systems, included herein, is also consistent with the City's objectives and in support of regional initiatives for developing and improving water resources.

2 INTRODUCTION

The City's Water Supply Work Plan (WSWP) demonstrates there is adequate water supply over the next 10 years to serve residents within the Port Orange utility service area, while also sustaining local and regional water resources as well as natural systems. This report provides an assessment of the projected water demands within the service area over the next 10 years (2023-2033) and the capacity of the Port Orange water supply, treatment and storage facilities, and distribution system to meet these demands. While the existing Port Orange water supply was found to be sufficient for meeting demands over the next 10 years, the City does plan to evaluate potential locations for additional water supply wells in order to ensure system redundancy in case any existing wells must be taken out of service due to high chloride levels.

The City's Water Supply Work Plan (WSWP) has been prepared in accordance with Sections 373.709 and 163.3177(6)(c)3 of the Florida Statutes. As stated in the Florida Statutes the local government is required to "adopt a water supply facilities work plan covering at least a 10-year planning period to meet existing and projected demand. The work plan must address those water supply facilities for which the local government has responsibility and include the facilities needed to develop alternative water supplies. The work plan must also identify conservation and reuse measures to meet future needs." The Water Supply Work Plan is meant to serve as a response to the Regional Water Supply Plan (RWSP) prepared by the SJRWMD and is required to be completed within 18-months of the adoption of the RWSP.

3 BACKGROUND INFORMATION

The City of Port Orange is located along the Halifax River in the eastern central portion of Volusia County. Port Orange is bordered by Daytona Beach and Daytona Beach Shores to the north, Ponce Inlet to the southeast, and New Smyrna Beach to the south. The City has a municipal area of approximately 28 square miles and a utility service area of approximately 40 square miles, providing service for several surrounding municipalities and unincorporated land. See **Figure 3-1** for a map of the Port Orange municipal boundary and service area. Residents of the utility service area receive water, wastewater, and reclaimed water services from the City. Additional municipal services include, but are not limited to, road and parks maintenance,



stormwater management, and building inspections. These services are provided solely to residents of Port Orange. The planning area considered for the Water Supply Work Plan currently has a population of approximately 72,900 people.

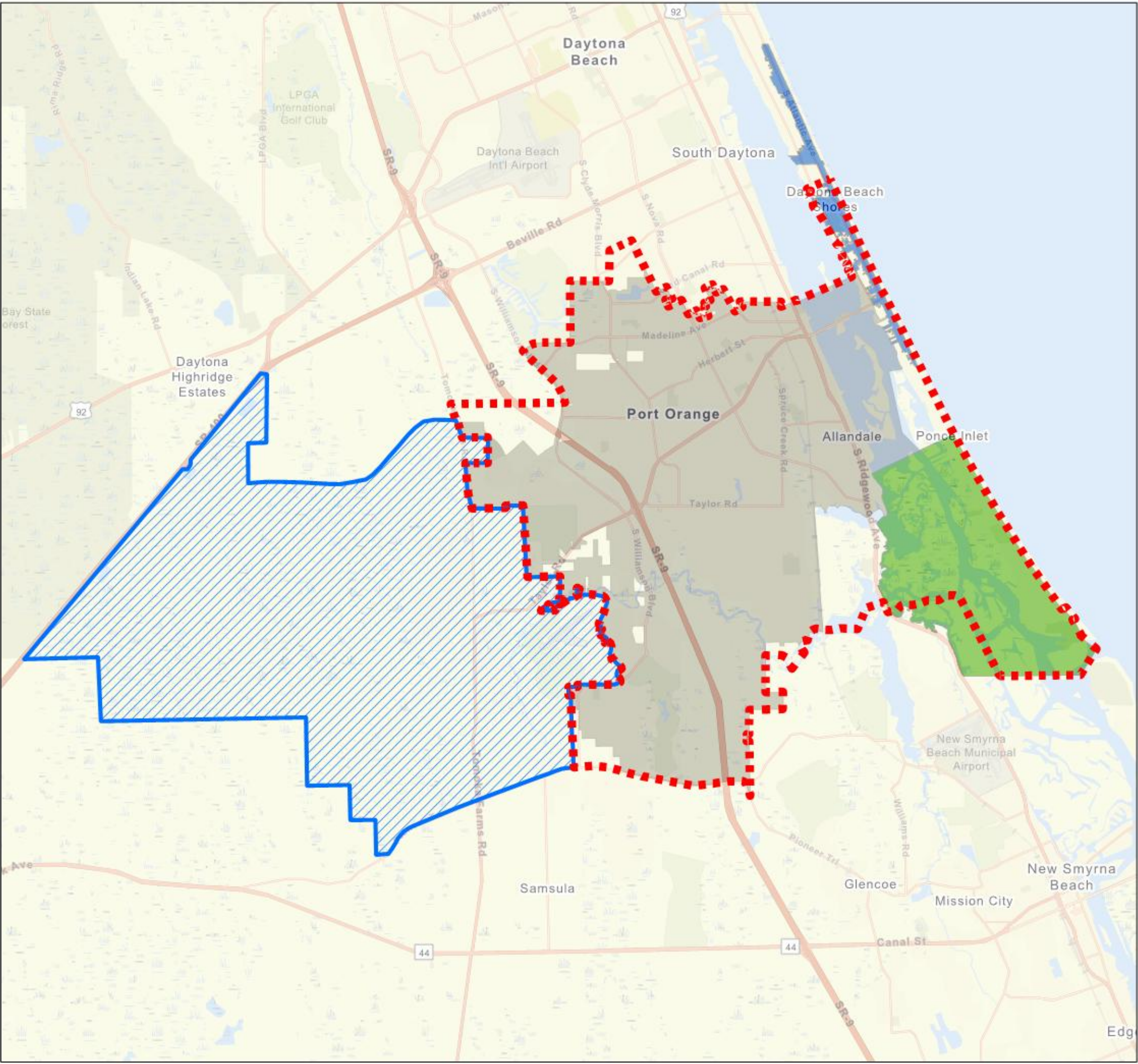
Groundwater is the only potable water supply source for the City. Two aquifers are accessible to the Port Orange service area- the upper unconsolidated surficial aquifer and the lower confined limestone Floridan aquifer. The Floridan aquifer consists of the Upper Floridan aquifer and the Lower Floridan aquifer which are divided by a less productive layer referred to as the middle confining unit. The City's water supply comes exclusively from the Upper Floridan aquifer, although some private wells and irrigation systems within the service area do withdraw water from the surficial aquifer. In 2021 the City withdrew an average of 6.3 MGD from the aquifer daily. Raw water from the supply wells is sent through a thirty-inch water main to the Charles B. Garnsey Water Treatment Plant (Garnsey WTP) where it is treated to drinking water standards.

The City is committed to improving the long-term resiliency of the Upper Floridan aquifer by minimizing groundwater withdrawals and developing alternative water supply sources. At a regional scale, Port Orange is committed to working with partners to create an interconnected regional water system which will use excess stormwater, surface water, and reclaimed water to help offset future groundwater deficits. Locally, the City has pursued these goals through the construction of a robust reclaimed water system and the implementation of water conservation measures, which have allowed the City's water demands to remain significantly below its permitted groundwater withdrawal limits¹. Based on modeled population growth, the City's water demand is expected to continue to remain below permitted withdrawal limits over the next 10 years.

¹ In 2021 average day water demand was found to be 6.34 MGD, while the permitted average day water demand for 2021 was 8.97 MGD.

FIGURE 3-1

Port Orange Water Service Area



Legend

- Port Orange Water Service Area
- Port Orange Municipal Boundary
- Port Orange Water Supply Planning Area
- Daytona Beach Shores Municipal Boundary
- Ponce Inlet Municipal Boundary

*All land within the water supply planning area which is not included in the Port Orange, Daytona Beach Shores, or Ponce Inlet municipal boundaries is unincorporated land.



0 10,000 20,000 Feet

City of Port Orange

WATER SUPPLY WORK PLAN 2023



4 REGIONAL ISSUES

The Floridan Aquifer System is the predominant source of water in the region and throughout Florida. Water resources are interconnected which is why regional planning is a critical step in helping protect the Floridan Aquifer System as well as other water bodies and natural systems. The City coordinates its water supply planning with other local and regional organizations to mitigate the over withdrawal of fresh water sources and to create strategies for utilizing alternative water supply sources. The following sections describe key regional concerns that the City considered in the preparation of this water supply work plan.

4.1 ST. JOHN'S RIVER WATER MANAGEMENT DISTRICT

Under Chapter 373 of the Florida Statutes, Florida water management districts are obligated to regulate the consumptive use of water within their jurisdictions. The City of Port Orange falls under the regulatory jurisdiction of the St. John's River Water Management District (SJRWMD). As part of the SJRWMD's regulation of water use, the City is required to comply with a Consumptive Use Permit (CUP), which, among other conditions, restricts the quantity of raw water that can be withdrawn from the City's wellfields on an annual average and maximum daily basis.

The entire SJRWMD area was designated as a water resource caution area (WRCA) in 1996, which signified that water resource problems were projected to develop within 20 years. The 2022 Central Springs/East Coast Regional Water Supply Plan (described below) reconfirmed this assessment. The water resource problems identified within the region include several water bodies that are predicted to fall below minimum flows and minimum water levels (MFLs) as well as locations with degrading water qualities.

4.2 CENTRAL SPRINGS/EAST COAST REGIONAL WATER SUPPLY PLAN

The Central Springs/East Coast (CSEC) area includes all or part of Volusia, Lake, Marion, Brevard, Indian River, and Okeechobee counties. The SJRWMD, local governments, public utilities, environmental advocates and other stakeholders within this region collaborated to create a Regional Water Supply Plan (RWSP), published in February of 2022. The CSEC RWSP included an assessment of the region's water resources, a projection of future population and associated water demands, and recommendations (i.e. project options) for meeting regional water supply needs while protecting regional water resources. The 2020-2040 CSEC RWSP did not identify any 'project options' for implementation by the City. The CSEC RWSP focused on a 20-year planning horizon from 2020 through 2040, utilizing 2015 as the base year.

The CSEC RWSP assessed water supply from water bodies in the SJRWMD against projected 2040 demands. This assessment shows that out of the 21 water bodies evaluated, there are four water bodies within the region that are in prevention and one in recovery; water bodies in prevention will not meet their MFLs in 2040 whereas water bodies in recovery are not currently meeting their MFLs. The SJRWMD published three (3) strategy documents over the last decade



outlining water supply and water development projects needed to ensure MFLs are met for the water bodies currently in prevention or recovery at 2040 projected water demand levels. See Table 1 for a summary of the Upper Floridan Aquifer water level rebound and flow recovery requirements needed for all water bodies to meet MFLs in 2040.

As part of the City's CUP renewal process, an Impact Analysis report was prepared by Ardaman & Associates, Inc. to review whether the City's proposed future groundwater withdrawals would negatively impact MFL water bodies. While the Port Orange water demands will result in drawdowns at the MFLs, the report found that the projected water withdrawals will either provide a reduction in drawdowns or will not exacerbate drawdown levels when compared to current permitted drawdown levels. The reduction in drawdowns is a result of the City's requested reduction in groundwater allocation in the 2023 CUP.

Table 1 - Summary of MFL Water Body Rebound Requirements¹

Lake	Water Body	MFL Status - 2040		Freeboard (ft) - 2015	2015 to 2040 Drawdown (ft)	UFA Rebound Needed (ft)
	Butler	Prevention		0.2	0.6	0.4
	Indian	Prevention		0.3 ²	1.3	1.0
	Scoggin	Prevention		0.4	0.8	0.4
	Shaw	Prevention		0.7	1.3	0.6
Springs	Water Body	MFL Status - 2040	MFL (cfs) - 2040	Recovery Needed-Current Pumping ³ (cfs)	Add'l Recovery Needed ⁴ (cfs) - 2040	Total Recovery Needed (cfs)
	Blue	Recovery	157	12.0	5.0	17.0

1. Table recreated from CSEC RWSP, Appendix A1.

2. Includes benefit of the Tiger Bay weir (0.47 ft), constructed in 2016.

3. 2011-2015 pumping average

4. 2040 projected pump rate – 2011 to 2015 pumping average

4.3 INTERCONNECTS

The City of Port Orange maintains potable water system interconnects with both New Smyrna and with Daytona Beach. While these interconnects have not been used to exchange water between systems for several years, the valves at the interconnects are exercised yearly and the interconnects are available for use in the future, if needed.

5 WATER USE PERMIT INFORMATION

A CUP permit renewal for the City of Port Orange was approved and fully executed on February 16th of 2023. This permit will remain in effect through 2043. If necessary, permit modifications can be requested through either a letter modification request for smaller modifications, or through submission of a new CUP individual permit application for larger modifications. See Table 2 for additional information about the 2023 CUP permit conditions.



Permit Number: 8595

Permit Issue Date: February 16, 2023

Permit Expiration Date: February 14, 2043

Granted To: City of Port Orange, 1000 City Center Cir, Daytona Beach, FL 32119

Table 2 - CUP Annual Groundwater Withdrawal Limits

Year	Permitted Annual Average Withdrawal (MGD)
2022	7.33
2023	7.33
2024	7.33
2025	7.33
2026	7.33
2027	7.33
2028	7.33
2029	7.33
2030	7.33
2031	7.33
2032	7.33
2033	7.33
2034	7.33
2035	7.33
2036	7.33
2037	7.33
2038	7.33
2039	7.33
2040	7.33
2041	7.33
2042	7.33
2043	7.33



6 EXISTING SYSTEMS

6.1 PRODUCTION WELLS

The source of the raw water used to supply the Port Orange service area is the Upper Floridian Aquifer. The City owns and operates two well fields that draw water from the aquifer- the Eastern (CM) wellfield and the Central Recharge (CR) wellfield. The CM wellfield is located within Port Orange city limits, east of Clyde Morris Boulevard and next to the Garnsey WTP. The CR wellfield is located in unincorporated land directly to the east of I-4. Volusia County retains zoning and land use control in the unincorporated area. However, the City and County signed an interlocal agreement in 2004 (updated in 2008), which allows the City to maintain control over land use, zoning, and land development within the CR wellfield area. See **Figure 6-1** for a map showing the location of the wellfields, the Port Orange municipal boundary, and the water supply planning area.

The CM wellfield was constructed in the late 1970s and contains 13 wells. These wells were rehabilitated in 2004 and most are now approaching the end of their expected useful life. There are currently 27 wells in the CR wellfield, constructed between 1987 and 2005. A rehabilitation project was completed in 2005 for the older CR wells, however these wells are also now beginning to reach the end of their expected life spans.

The CR wellfield supplies approximately 85% of the water that is treated by the Garnsey WTP and the CM wellfield supplies the remaining 15%. While the CM wellfield is still suitable for use at present, its wells have a lower water quality than the CR wells and have shown trends of increasing chloride levels. The withdrawals from the CM wells are kept to a lower level in order to mitigate water quality and to maintain a higher water quality of raw water. See Table 3 for an inventory of the City's supply wells. The City is investigating potential locations for new water supply wells in order to supplement the water supply system in the case that any CM wells need to be removed from service in the future.

The water from the Central Recharge wellfield is transported to the water treatment plant through a thirty-inch reinforced concrete pipe, which is approximately eight miles long. This water main is critical to the Port Orange water supply since it is the only pipeline connecting the Central Recharge wellfield to the WTP. The water main has a hydraulic capacity of approximately 15 MGD. However, water withdrawal is limited by the City's CUP permit. Permit conditions only allow an annual water withdrawal of 7.33 MGD with 6.22 MGD permitted to be withdrawn from the CR wellfield and 1.12 MGD permitted to be withdrawn from the CM wellfield.

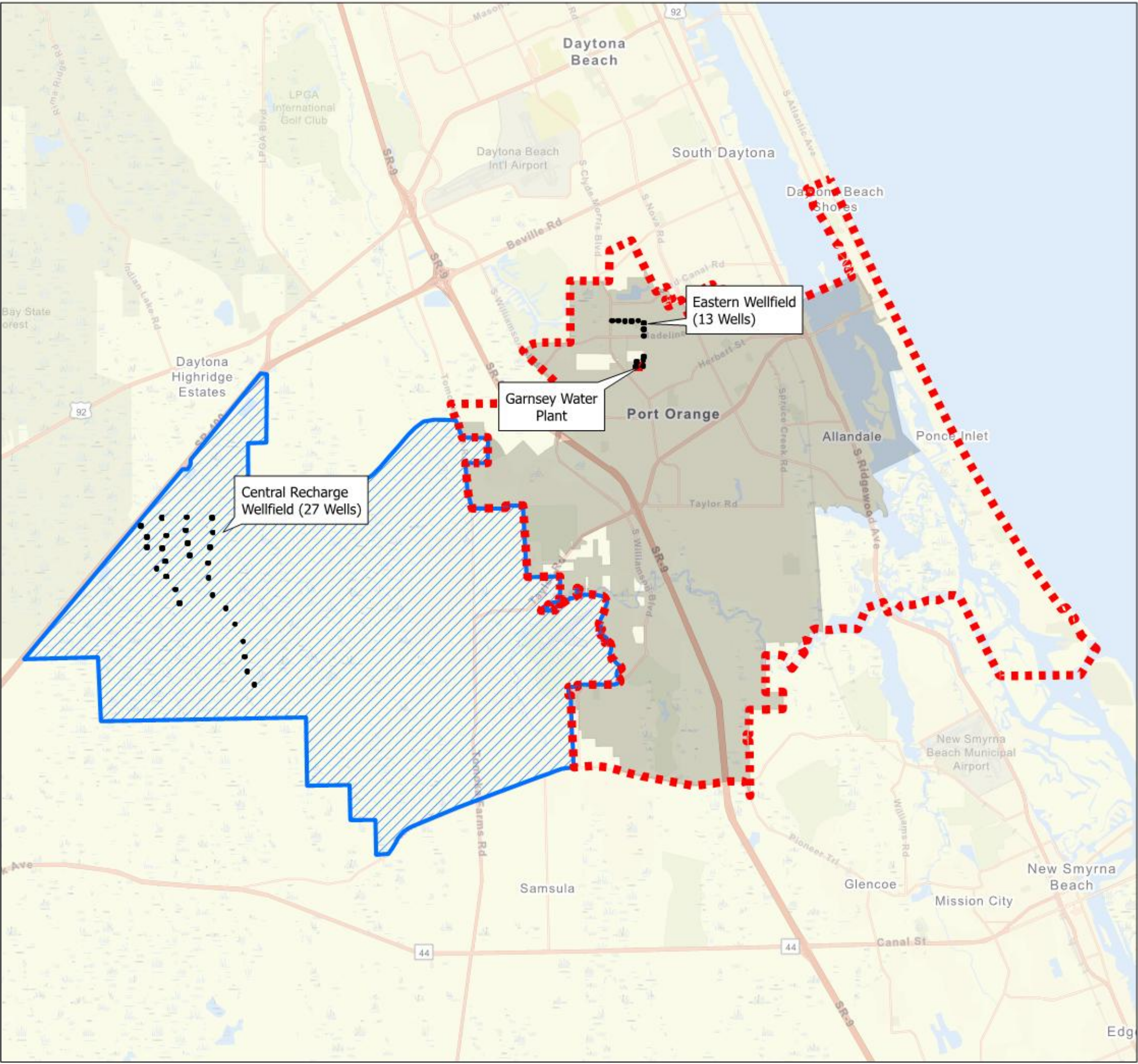


FIGURE 6-1

**Public Potable Water Wells,
Wellfield Protection Area,
& Water Supply Planning Area**

Legend

- Wells
- Port Orange Municipal Boundary
- Port Orange Water Service Area
- Port Orange Water Supply Planning Area



City of Port Orange

WATER SUPPLY WORK PLAN 2023



Table 3 - Inventory of Potable Supply Wells

Well No.	Casing Diameter	Well Depth	Cased Depth	Quantity Produced	Date of Most Recent Rehab	Expected Life Span
CR-1	16"	350'	100'	450 GPM	FY 2005	15
CR-2	16"	350'	98'	450 GPM	FY 2005	15
CR-3	16"	350'	98'	450 GPM	FY 2005	15
CR-4	16"	350'	95'	450 GPM	FY 2005	15
CR-5	16"	350'	91'	450 GPM	FY 2005	15
CR-6	16"	350'	140'	350 GPM	FY 2005	15
CR-7	16"	350'	133'	450 GPM	FY 2005	15
CR-8	16"	350'	96'	450 GPM	FY 2005	15
CR-9	16"	350'	94'	450 GPM	FY 2005	15
CR-10	16"	350'	91'	450 GPM	FY 2005	15
CR-11	16"	300'	90'	350 GPM	FY 2005	15
CR-12	16"	250'	90'	450 GPM	FY 2005	15
CR-13	16"	300'	88'	450 GPM	FY 2005	15
CR-14	16"	350'	87'	450 GPM	FY 2005	15
CR-15	16"	350'	86'	450 GPM	FY 2005	15
CR-16	16"	300'	86'	450 GPM	FY 2005	15
CR-17	16"	300'	85'	450 GPM	FY 2005	15
CR-18	16"	300'	84'	450 GPM	FY 2005	15
CR-19	16"	300'	86'	450 GPM	FY 2005	15
CR-20	16"	370'	87'	450 GPM	FY 2005	15
CR-21	16"	370'	87'	450 GPM	FY 2005	15
CR-22	10"	300'	145'	450 GPM	FY 2005	15
CR-23	16"	300'	130'	450 GPM	FY 2005	15
CR-24	16"	300'	130'	350 GPM	FY 2005	15
CR-25	16"	300'	130'	350 GPM	FY 2005	15
CR-26	16"	300'	130'	350 GPM	FY 2005	15
CR-27	16"	300'	130'	350 GPM	FY 2005	15
CM-4	8"	142'	108'	350 GPM	FY 2004	15
CM-5	8"	160'	117'	350 GPM	FY 2004	15
CM-6	8"	160'	119'	350 GPM	FY 2004	15
CM-7	8"	160'	113'	350 GPM	FY 2004	15
CM-8	8"	160'	108'	350 GPM	FY 2004	15
CM-9	10"	200'	111'	350 GPM	FY 2004	15
CM-10	10"	200'	111'	350 GPM	FY 2004	15
CM-11	10"	200'	110'	350 GPM	FY 2004	15
CM-12	10"	200'	111'	350 GPM	FY 2004	15
CM-13	10"	200'	111'	350 GPM	FY 2004	15
CM-14	10"	200'	111'	350 GPM	FY 2004	15
CM-15	10"	200'	110'	350 GPM	FY 2004	15
CM-16	10"	200'	109'	350 GPM	FY 2004	15



6.2 WATER TREATMENT FACILITY

The water withdrawn from the Port Orange production wells is transported to the Garnsey WTP, located at 4400 Wellfield Dr, Port Orange, FL 32129, for treatment. Raw water entering the treatment plant is sent through one of three parallel process trains each rated for 5.0 MGD. The process trains consist of aeration, lime softening and recarbonation, filtration, fluoridation, and disinfection. Cross connections between the process trains allow for bypassing during periods when a unit is out of service, providing system redundancy. The WTP has a total capacity of 15 MGD.

6.2.1 AERATION

To begin the treatment process, raw water from the wells is first aerated in order to remove dissolved gases from the water and transfer them into the air that is being introduced to the system. Concentrations of carbon dioxide, hydrogen sulfide, and volatile organic compounds are all reduced during the aeration process.

6.2.2 LIME SOFTENING AND RECARBONATION

Once aeration is completed, lime is added to the water to reduce hardness. Lime softening works by raising the water's pH, which allows the chemical precipitation of cationic compounds, such as calcium, from the water. The Garnsey WTP reduces total hardness by approximately 200 mg/L.

Once the water hardness has been reduced to an appropriate level, the pH must be lowered again to stabilize the water and prevent the carbonate scaling on piping and equipment. Carbon dioxide gas is added to the water, combining with any unprecipitated calcium carbonate to form soluble sodium bicarbonate and lowering the pH.

6.2.3 FILTRATION

The filtration system is used to remove the contaminants and suspended materials that remain in the water after aeration and softening. Granular filter media is used for the filtration process. The water passes through gravel, sand, and anthracite, moving through the coarser media first to remove larger suspended materials that might clog the finer sections of the filter. The gravel and sand remove suspended solids by physically capturing them within the filter bed, while the anthracite's adsorptive properties are used to remove biological and chemical contaminants.

6.2.4 DISINFECTION AND FLUORIDATION

The WTP utilizes sodium hypochlorite and ammonia sulfate to disinfect the treated water. When combined, these two chemicals form a chloramine residual, which produces fewer trihalomethanes than the chlorine gas that had previously been used for disinfection. The use of chloramines has allowed the City to remain in compliance with the Safe Drinking Water Act, maintaining trihalomethane levels below 35 ppb over the past 5-years.



Fluoride is also added to the treated water to provide dental protection to all water users. The optimum fluoride concentration for the finished water is 0.7 ppm.

6.3 DISTRIBUTION SYSTEM

6.3.1 PORT ORANGE SERVICE AREA

The City of Port Orange Public Utilities service area includes the following entities, for which it is the retail supplier: City of Port Orange, City of Daytona Beach Shores (south of Thames Avenue), and other non-designated unincorporated areas. The City owns and operates the distribution system and maintains individual meters for all customers. The City is also a wholesale supplier for the Town of Ponce Inlet. Water distribution to the Town of Ponce Inlet is monitored through the use of three (3) master meters. **Figure 3-1** on page 3 of this document illustrates the extents of the Port Orange water supply service area and each of the entities served.

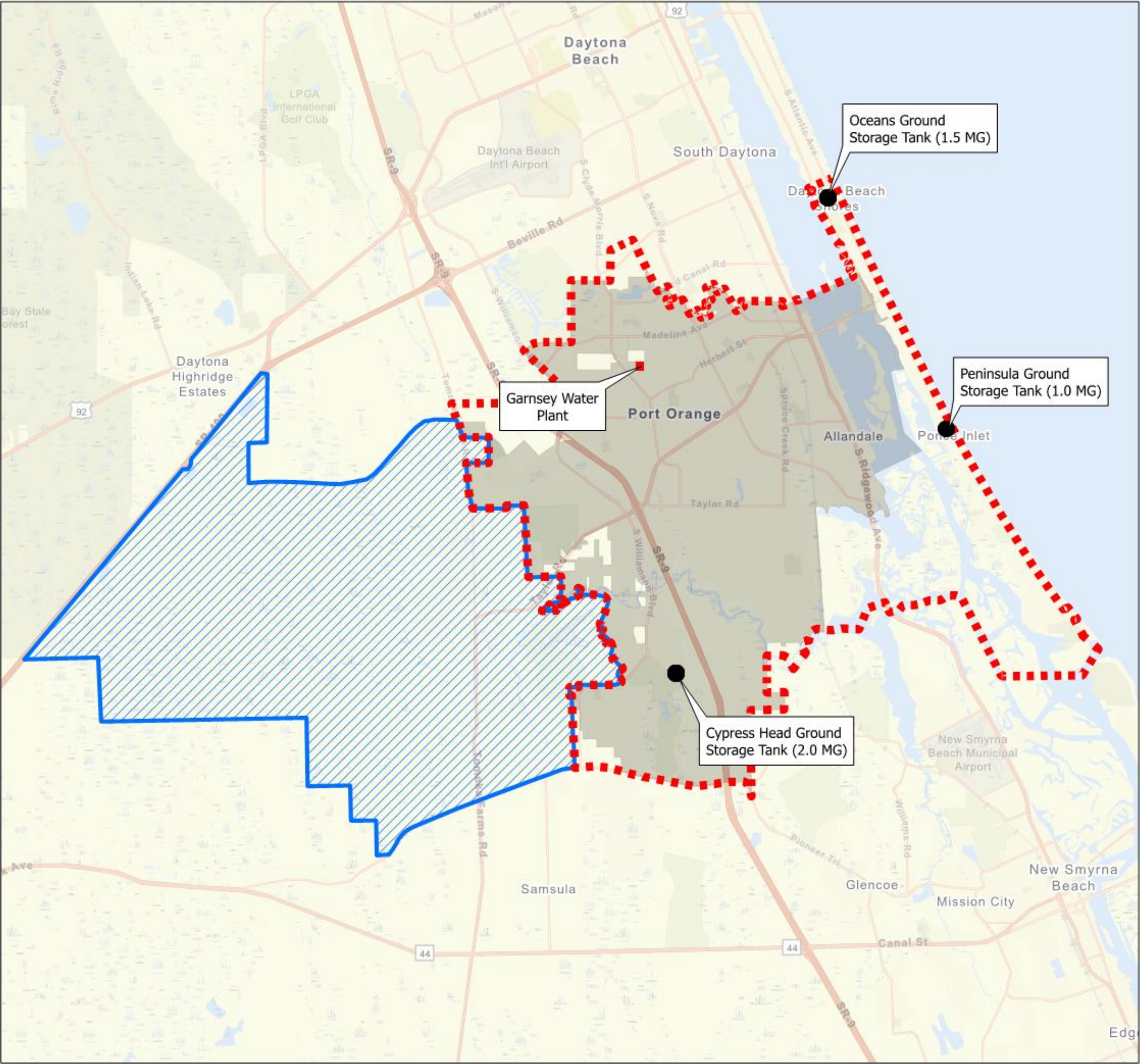
6.3.2 PUMPING AND STORAGE CAPACITY

Treated water is distributed to the service area through the use of a high service pump station (HSPS) located at the Garnsey WTP. The HSPS consists of four (4) high-service fixed-speed pumps, rated for 250 HP, and two (2) variable-speed pumps rated for 125 HP and 100 HP, respectively. The HSPS has a capacity of 25 million gallons (MG) and delivers water at a pressure of approximately 60-70 psi. During average day water demand conditions, the HSPS supplies the entire service area. The water supply is supplemented with water from off-site ground storage tanks during periods of peak demand in the mid-morning and late afternoon or during periods when fire flow is needed. Once the peak demand conditions subside, the tanks are refilled to normal operating levels.

There are three (3) remote ground storage tanks that are used within the service area: Cypress Head (2.0 MG), Oceans (1.5 MG), and Peninsula (1.0 MG). The Cypress Head storage tank is used to provide supplemental flow to the growth corridor along Williamson Boulevard. The Oceans and Peninsula storage tanks are employed to meet demands for Ponce Inlet and Daytona Beach Shores. See **Figure 6-2** for the locations of the ground storage tanks.

FIGURE 6-2

Port Orange Ground Storage Tanks



Legend

- Storage Tank
- Garnsey Water Plant
- Port Orange Municipal Boundary
- Port Orange Water Service Area
- ▨ Port Orange Water Supply Planning Area



0 10,000 20,000 Feet

City of Port Orange

WATER SUPPLY WORK PLAN 2023



6.3.3 PIPING NETWORK

The water transmission mains immediately leaving the Garnsey WTP vary in size from 12-inches to 24-inches. The distribution mains are looped throughout the system to ensure appropriate flows and pressures. Looping also limits water age and helps maintain water quality in the distribution system. The water pipes within the service area vary in size from 1-1/2-inches to 24-inches in diameter. An inventory of the pipes within the distribution network is included in Table 4.

Table 4 - Potable Water Distribution Inventory (2020)

Size (in)	Length (ft)	Size (in)	Length (ft)
Unk.	26,650	12	348,810
1	7,483	16	83,119
2	198,210	18	19,044
3	1,394	20	4,835
4	55,271	24	10,369
6	850,929	30	42,332
8	543,937	36	395
10	176,530	TOTAL	2,369,400

6.1 RECLAIMED WATER SYSTEM

In 1986 the City conducted a pilot reuse program to deliver reclaimed water to the City Center Municipal Complex. Since then, the City has aggressively pursued the use of reclaimed water to supplement and/or replace the use of potable water for irrigation. Today the City's reclaimed water system includes three (3) 3 MG storage tanks, transfer and HSPS, over 125 miles of piping, and two (2) aquifer recharge reservoirs with a combined area of 175-acres. The aquifer recharge reservoirs were completed in 2016. They are used to address seasonal reclaimed water demand variations, recharge the aquifer, and reduce wastewater discharge to the Halifax River. The reclaimed water system serves approximately 8,000 customers and, over the past five (5) years, reclaimed water system average daily demands have ranged between 4.4 and 7.7 MGD. See Table 5 for an inventory of reclaimed water distribution system piping throughout the service area.

Table 5- Reclaimed Water System Inventory (2020)

Size (in)	Length (ft)	Size (in)	Length (ft)
2	11,121	12	71,409
3	2,113	14	7,827
4	112,637	16	44,269
6	155,4865	18	17,670
8	158,637	20	27,204
10	44,189	24	32,615
		TOTAL	685,177



7 DATA AND ANALYSIS

As part of the Water Supply Work Plan, the City is required to provide an analysis of the data that is used to project future water facility needs. Future water facility capacity requirements are based on future demand projections, which are in turn calculated using population growth projections and level of service standards. The purpose of this section is to outline the methodologies used to determine future population growth and level of service standards and to present future potable water demand projections for the City of Port Orange service area.

7.1 POPULATION PROJECTIONS

Population and demand projections were recently approved by the SJRWMD in conjunction with the renewal of the Port Orange CUP on February 16th, 2023. However, the CUP population projections were initially prepared in early 2021 before the release of the 2020 Census data. To keep the population projections accurate to the most recently available data, the population projections from the CUP have been updated to account for the new Census data. The population projections outlined in this section incorporate data from the 2020 Census and match the population projections prepared as part of the City's master planning efforts for the 2023 Comprehensive Plan update.

The year 2020 was used as the base year for future population projections based on the data from the 2020 Census. Data for 2021 and 2022 were taken from historical BEBR population data. BEBR Medium Growth projections from April 2022 for Volusia County were used to predict population growth from 2023 through 2033. Since BEBR Medium Growth projections only provide countywide estimates, it was necessary to establish a correlation between the City's population and the Volusia County population. Census data from 2000, 2010, and 2020 was used to find the average ratio between the City's population and Volusia County's population. Based on this data, Port Orange was found to account for 11.2% of the countywide population. It was assumed that the percentage of Volusia County population for the City would remain consistent between 2020 and 2035. The population projections for Port Orange were therefore assumed to be equivalent to 11.2% of the Volusia County BEBR Medium Growth projections. Since BEBR growth projections are only calculated on increments of five years, population projections for the years between each BEBR projection were determined through linear interpolation.

Since Port Orange is a retail and wholesale water supplier, the population projections also must include the populations of the jurisdictions served by Port Orange, which include the City of Daytona Beach Shores (south of Thames Avenue), Town of Ponce Inlet (wholesale supplier), and unincorporated lands. Population projections were prepared for the City of Daytona Beach Shores and the Town of Ponce Inlet using the same methodology as the population projections for Port Orange. The population projections for Daytona Beach Shores and Ponce Inlet were then added to Port Orange's population to determine the overall service area population. Population projections for the service area are provided in Table 6.



Table 6 - Port Orange Population Projections

Year	Volusia County Population	Port Orange Population (Excl. PI & DBS)	Ponce Inlet Population	Daytona Beach Shores Population	Service Area Population
2020 ¹	553,543	62,596	3,364	5,179	71,139
2021 ²	563,358	63,275	3,382	5,253	71,910
2022 ²	572,815	64,230	3,391	5,279	72,900
2023 ³	579,249	64,876	3,520	5,420	73,816
2024 ³	585,683	65,596	3,559	5,480	74,636
2025 ⁴	592,117	66,317	3,598	5,540	75,455
2026 ⁵	597,705	66,943	3,632	5,592	76,168
2027 ⁵	603,293	67,569	3,666	5,644	76,880
2028 ⁵	608,881	68,195	3,700	5,697	77,592
2029 ⁵	614,469	68,821	3,734	5,749	78,304
2030 ⁴	620,057	69,446	3,768	5,801	79,016
2031 ⁶	624,354	69,928	3,794	5,842	79,563
2032 ⁶	628,651	70,409	3,820	5,882	80,111
2033 ⁶	632,948	70,890	3,847	5,922	80,659

1. 2020 Census Data
2. Historical BEBR Data
3. Linear interpolation between 2022 Census Data and 2025 BEBR projections
4. BEBR Medium Growth projections
5. Linear interpolation between 2025 BEBR projections and 2030 BEBR projections
6. Linear interpolation between 2030 BEBR projections and 2035 BEBR projections

7.2 POTABLE WATER LEVEL OF SERVICE STANDARD

Residential water use data shows that, from 2015-2020, the yearly average for per capita daily water use was 55.5 gallons per capita per day (gpcd). To determine this value, residential water demands from 2015-2020 were divided by the total residential population for each respective year. Based on data from the 2016 Port Orange water audit, residential water usage was found to be equivalent to 61.3% of total water usage on average. EN-50 records of total water usage for 2015-2020 were multiplied by 61.3% to calculate residential water usage over the time period. Population data for the service area was taken from historic BEBR population estimates from 2015-2020. Historic per capita water use is shown in Table 7.



Table 7 - Historical Water Use 2015-2020

Year	Port Orange Population	Ponce Inlet Population	Daytona Beach Shores Population	Residential Population Served	Residential Water Use, Average Day (MGD)	Uniform Residential per Capita Use ³ (gpcd)
2015	58,656	3,047	4,263	65,966	3.638 ¹	56
2016	59,315	3,062	4,291	66,668	3.718	56
2017	59,625	3,084	4,288	66,997	3.496	53
2018	61,009	3,111	4,294	68,414	3.596	53
2019	61,617	3,151	4,372	69,140	4.005	58
2020	62,596	3,364	5,179	71,139	4.018	57
Average						55.5

1. Water Use taken directly from New Water Audit.

BEHR data shows that the average household size in Volusia County has remained consistent at 2.31 persons/household from 2010-2020. Applying the per capita use rate of 55.5 gpcpd to the occupancy rate of 2.31 persons/household results in a level of service (LOS) of 128 GPD, however, this does not account for recreation/landscape water demands, known system losses, and unknown system losses since these water use categories do not have their own LOS standards. The observed Level of Service per residential unit within the service area is summarized in Table 8 below. In the Port Orange Comprehensive Plan, the listed level of service for potable water is 180 GPD per equivalent residential unit and 1/10 gallon per square foot per day for industrial and commercial development (PWSE Policy 1.2 and CIE Policy 1.4.1)². Although the observed level of service demanded is approximately 20 GPD lower than the stated level of service standard, the City requests to retain its current 180 GPD standard to account for any future year to year fluctuations, (e.g. the higher observed historic per capita use in 2019).

Table 8 - Port Orange Observed Level of Service 2015-2020

Year	Total Water Demand Average Day (MGD)	Water Use Average Day ¹ (Excl. Commercial/Industrial) (MGD)	Service Connections ³	Observed Level of Service ⁴ (GPUD)
2015	5.87	4.53 ²	28,557	158
2016	6.07	4.71	28,861	163
2017	5.70	4.43	29,003	153
2018	5.87	4.56	29,616	154
2019	6.53	5.07	29,931	170
2020	6.55	5.09	30,796	165
Average Water Usage				161

1. Includes the following water uses: Residential, irrigation, known losses, unaccounted for losses. In total this accounts for 77.67% of total water demand in the service area.

2. Water Use taken directly from New Water Audit.

3. Calculated as Service Connections = Residential Population Served / 2.31 persons per household

4. Calculated as GPUD = Water Use Avg. Day / Service Connections. Values rounded up to nearest whole number

² Policy numbers are based on City of Port Orange 2010-2025 Comprehensive Plan.



Per capita water usage has decreased within the service area over the past 25 years largely due to the expansion of the City's reclaimed water system and City conservation efforts. Given the current trends, the 2015-2020 historic water use rate is recommended as a better indicator for water demand projections. The future water demand projections discussed for the following sections of this WSWP are all based on a usage rate of 55.5 gpcd rather than the City's current level of service of 180 GPD per household.

7.3 POTABLE WATER DEMAND PROJECTIONS

Residential potable water demand projections were prepared by multiplying the projected service area population by the usage rate of 55.5 gpcd, calculated in Section 7.3. The Port Orange water audit, prepared in 2016, shows how water demand is distributed between the following categories: residential use, industrial/commercial use, recreation/landscape irrigation, known system losses (water quality flushing, main breaks, firefighting, hydrant maintenance, etc.), and unknown system losses. The data from 2012-2015 shows that, of the total water usage in the service area, 61.30% was residential, 22.33% was industrial/commercial, 3.93% was for irrigation, 3.03% was due to known system losses, and the remaining 9.41% was unaccounted for. To determine total water demands over the next ten (10) years, it was assumed that water use across the five (5) audit categories would be consistent with years 2012-2015. Therefore, the projected residential water use was divided by 61.3% to determine the total projected water use. The total projected water use was then split between the remaining four audit categories. See Table 9 below for future total demand projections, as well as projections within each water use category.

Table 9 - Port Orange Water Demand Projections

Year	Residential Water Use (MGD)	Commercial/ Industrial Water Use (MGD)	Recreation/ Irrigation (MGD)	Known System Losses (MGD)	Unknown System Losses (MGD)	Total Water Demand (MGD)
2020	4.02	1.46	0.26	0.026	0.79	6.55
2021	3.99	1.45	0.26	0.026	0.78	6.51
2022	4.05	1.47	0.26	0.026	0.79	6.60
2023	4.10	1.49	0.26	0.026	0.80	6.68
2024	4.14	1.51	0.27	0.027	0.81	6.76
2025	4.19	1.53	0.27	0.027	0.82	6.83
2026	4.23	1.54	0.27	0.027	0.83	6.90
2027	4.27	1.55	0.27	0.027	0.84	6.96
2028	4.31	1.57	0.28	0.028	0.85	7.03
2029	4.35	1.58	0.28	0.028	0.85	7.09
2030	4.39	1.60	0.28	0.028	0.86	7.15
2031	4.42	1.61	0.28	0.028	0.87	7.20
2032	4.45	1.62	0.29	0.029	0.87	7.25
2033	4.48	1.63	0.29	0.029	0.88	7.30



8 WATER SUPPLY NEEDS AND POLICY OBJECTIVES

Over the past thirty (30) years, the City of Port Orange has developed a set of policies to help promote the expansion of alternative water supplies, specifically reclaimed water, and to promote water conservation. These policies are reassessed and updated at regular intervals and have proven successful in helping the City decrease future water supply needs. This is clearly shown in the 2023 CUP, which has a lower requested water allocation than the 2002 CUP despite population growth within the service area. This section outlines the City's future water supply needs and the goals, objectives, and policies that will allow the City to meet these future needs, while protecting natural water resources.

8.1 WATER SUPPLY NEEDS

Currently no groundwater deficit has been identified for Port Orange through 2033. Based on the City's expected population growth and water use trends, the existing ground water supply in conjunction with the reclaimed water supply will be sufficient to meet water demands over the next ten (10) years. The groundwater modeling report completed by Ardaman & Associates, Inc. in May 2022 also confirmed that the City's water use is not expected to have significant impacts on nearby water bodies, however, there are four (4) regional water bodies that are currently in either in prevention or recovery that may be affected by regional water use rates. As shown by the potable water demand projections, by 2033, 1.17 MGD of water is currently projected to either be used for irrigation or anticipated to be an unknown system loss. These two (2) use categories represent potential areas of opportunity for the City to reduce potable water demand through both water conservation and reclaimed water use. The City is committed to continue to implement policies to reduce its potable water demands to help offset groundwater deficits.

8.2 PORT ORANGE GOALS, OBJECTIVES, AND POLICIES

The City of Port Orange outlines Goals, Objectives, and Policies in its Comprehensive Plan. Currently, the City of Port Orange 2010-2025 Comprehensive Plan is in effect. However, the City is expected to adopt the Port Orange Comprehensive Plan 2045 by the end of 2023. This section summarizes the water and reclaimed water policies included in the proposed Port Orange Comprehensive Plan 2045.

8.2.1 COMPREHENSIVE PLAN – WATER SUPPLY WORK PLAN ADOPTION

The City of Port Orange Water Supply Work Plan 2023-2033 will be incorporated into the Comprehensive Plan by reference. The policies listed on the following page are proposed for the Port Orange Comprehensive Plan 2045 in order to incorporate the Water Supply Work Plan by reference.



The following policies are proposed to be added into the Potable Water Sub-element of the Public Facilities Element as part of the Comprehensive Plan Update:

Policy 4.1.10: The City of Port Orange Water Supply Work Plan 2023-2033 (Kimley-Horn and Associates, Inc., May 2023) is incorporated into the Comprehensive Plan by reference.

Policy 4.1.11: The City shall maintain a Water Supply Work Plan (WSWP) that is coordinated with SJRWMD's Central Springs / East Coast Regional Water Supply Plan (CSEC RWSP). The WSWP and related Comprehensive Plan policies will be updated, as necessary, within 18 months of an update of the CSEC RWSP that affects the City.

Policy 4.1.12: The Water Supply Work Plan shall identify the traditional and alternative water supply sources and projects, along with the water conservation and reuse practices, necessary to meet existing and future water demands.

The following policy is proposed to be deleted and replaced in the Intergovernmental Coordination Element as part of the Comprehensive Plan Update:

DELETED:

Policy 1.2.4: The City will maintain a Water Supply Facilities Work Plan that is coordinated with SJRWMD District Water Supply Plan, by updating the City's Work Plan within 18 months of an update to the SJRWMD's Plan that affects the City.

REPLACEMENT:

Policy 1.4.8: The City will participate in the development of updates to SJRWMD's Water Supply Assessment and Regional Water Supply Plan and in other water supply development-related initiatives facilitated by SJRWMD that affect the City.

8.2.2 COMPREHENSIVE PLAN – RECLAIMED WATER AND WATER CONSERVATION POLICIES

The use of reclaimed water for irrigation has helped to keep potable water demands within the service area mostly stable over the past 20 years despite population increases of nearly 13,217 people since the previous WSWP update. The City implements reclaimed water and water conservation and practices through policies enumerated in the Port Orange Comprehensive Plan. A selection of the City's reclaimed water and water conservation practices from the Comprehensive Plan are outlined on the following page. Please note that listed policy numbers are based on City of Port Orange 2010-2025 Comprehensive Plan.



- Installation and expansion of the reclaimed water system
 - Conservation Element
 - Policy 1.2.2, 1.4.2, and 1.4.3
 - Public Facilities Element
 - Sanitary Sewer Sub-Element
 - Policy 3.1
 - Potable Water Sub-Element
 - Policy 3.7
- Requiring new subdivisions to provide alternative sources for irrigation and non-residential development to connect to the reclaimed system.
 - Public Facilities Element
 - Sanitary Sewer Sub-Element
 - Policy 3.2
 - Potable Water Sub-Element
 - Policy 3.8
- Coordination with SJRWMD during declared water emergencies
 - Conservation Element
 - Policy 1.4.4
- Discouraging over-watering
 - Conservation Element
 - Policy 1.4.5
- Incorporating Florida Friendly landscaping
 - Conservation Element
 - Policy 1.6.6
 - Public Facilities Element
 - Potable Water Sub-Element
 - Policy 3.10
- Requiring low volume plumbing fixtures
 - Public Facilities Element
 - Potable Water Sub-Element
 - Policy 3.3
- Implementation of a conservation rate structure
 - Public Facilities Element
 - Potable Water Sub-Element
 - Policy 3.9



8.3 ADDITIONAL WATER SUPPLY GOALS AND POLICIES

8.3.1 LAND DEVELOPMENT CODE

In addition to the above identified water conservation and reuse practices, the City also enumerates requirements for reclaimed water use in the Land Development Code. A selection of Land Development Code requirements relating to reclaimed water use is included below.

Port Orange Land Development Code, Chapter 13, Sec. 7(b)

“(3) Reclaimed water.

(a) Landscape irrigation systems shall be required to connect to reclaimed water lines if the city has made reclaimed water available to the property and planned for its connection. The use of reclaimed water shall be required.

(b) Landscape irrigation systems shall be designed for ultimate connection to proposed reclaimed water lines where it is determined that the property is planned for ultimate connection to the reclaimed water system.”

8.3.2 WATER CONSERVATION PLAN

The City of Port Orange applies a multi-pronged approach to water conservation within its service area. The five (5) main areas of focus for the City’s water conservation policy are Public Education, Outdoor Water Use Reduction, Indoor Water Use Reduction, a Conservation Oriented Rate Structure, and a Leak Detection program. Specific policies associated with each focus area are included below.

- Public Information and Education Program
 - o Online Materials
 - o Brochures
 - o Presentations
 - o School Curriculum
- Outdoor Water Use Reduction Program
 - o Restricted Use of Irrigation Water
 - o Promotion of Florida Friendly Landscaping
- Conservation Oriented Rate Structure
- Indoor Water Use Conservation Program
 - o Water Restrictive Plumbing Requirements
 - o AquaHawk Water Use Monitoring Software



The City's water conservation plan also outlines a set of actionable goals that complement the policy focus areas listed above. The City seeks to pursue the following goals over the next ten (10) years:

- (a) For the City of Port Orange to continue to improve its public information and education program.
- (b) For the City of Port Orange to continue to aggressively pursue the use of reclaimed water to supplement and/or replace potable water used for irrigation purposes.
- (c) For the City of Port Orange to record system flushing in order to monitor all water usage in the system.
- (d) For the City of Port Orange to evaluate leak detection technology to ensure that water is being used efficiently.

9 CAPITAL IMPROVEMENTS

In addition to City wide policy goals, as part of their master planning, the City has also identified key water supply projects that will help ensure that future water supply needs are met. The proposed Capital Improvement Projects (CIPs) will support a variety of objectives including water treatment plant rehabilitation, rehabilitating and/or replacing water mains near the end of their service life, replacement of wells with poor water quality, water system extension, and increasing the available capacity of reclaimed water storage, among others.

Table 10 summarizes the City's current five (5) year CIP for the potable water system, which will help to ensure that the City's traditional, groundwater supply will continue to meet future water supply needs. Table 11 summarizes the City's current five (5) year CIP for the reclaimed water system, which will support the City's alternative water supply goals.



Table 10 – Potable Water System Capital Improvement Plan

Project	Prior Years Funding	FY22	FY23	FY24	FY25	FY26	FY27	Total
Production Well Replacement	25,000	-	250,000	250,000	250,000	250,000	250,000	1,275,000
Field Operations – Water System Replacements	6,712,000	2,000,000	600,000	400,000	400,000	500,000	500,000	11,112,000
Engineering – Water System Extensions/ Upsizing	870,000	-	50,000	50,000	50,000	50,000	50,000	1,120,000
WTP – Telemetry Instrument/Control System	725,000	25,000	25,000	25,000	25,000	25,000	25,000	875,000
WTP R&R - Equipment	800,000	100,000	125,000	150,000	200,000	200,000	250,000	1,825,000
WTP – 1 MG Water Storage Tank	300,000	-	-	1,500,000	-	-	-	1,800,000
WTP Softener Repl.	145,000	-	-	-	-	-	-	145,000
WTP – Raw Water Main Replacement	300,000	-	3,000,000	-	-	-	-	3,300,000
City Wide Class Pipe Replacement	180,000	580,000	-	1,060,000	1,165,000	715,000	650,000	4,350,000
Ridgewood Ave. WM Replacement	700,000	-	90,000	900,000	90,000	900,000	-	2,680,000
WM Replacement Prior to Public Works Improvements	100,000	30,000	30,000	30,000	30,000	30,000	30,000	280,000
Water System Rehab – 16" Water Main Replacement	180,000	2,000,000	-	-	-	-	-	2,180,000
Engineering – City Cost Participation*	2,970,000	-	50,000	50,000	50,000	50,000	50,000	3,220,000
Generator Repl.*	1,700,000	1,550,000	100,000	200,000	1,000,000	200,000	200,000	4,950,000
Engr – Utility Coordination and Relocation*	250,000	-	25,000	25,000	25,000	25,000	-	350,000
Engr – Taylor Rd. Improvements*	-	-	-	-	-	-	1,600,000	1,600,000
Field Operations – New Facility*	3,800,000	1,000,000	-	-	-	-	-	4,800,000
Emergency Utility Repairs*	100,000	250,000	250,000	250,000	250,000	250,000	250,000	1,600,000
Vehicle Replacement*	-	322,000	242,000	-	768,000	497,000	54,000	1,883,000
Total	19,857,000	7,857,000	4,837,000	4,890,000	4,303,000	3,692,000	3,909,000	49,345,000

* Joint water and sewer projects.



Table 11 - Reclaimed Water System Capital Improvement Projects

Project	Prior Years Funding	FY22	FY23	FY24	FY25	FY26	FY27	Total
WRF – Telemetry Instrument/ Control Systems	1,270,000	100,000	160,000	190,000	190,000	190,000	190,000	2,290,000
WRF – R&R	1,450,000	800,000	600,000	500,000	500,000	550,000	550,000	4,950,000
WRF Electric System R&R	2,250,000	500,000	-	-	-	-	-	2,750,000
WRF Operations Building Expansion	410,000	-	-	-	100,000	500,000	-	1,010,000
WRF Nutrient Removal Process Improvements	500,000	-	-	-	6,000,000	-	-	6,500,000
WRF – Water Reuse Program	300,000	-	-	-	-	3,000,000	-	3,300,000
WRF – Replace Existing Lift Station	4,460,000	-	150,000	360,000	360,000	400,000	-	5,730,000
WRF – Filter System Rehab	250,000	500,000	500,000	500,000	500,000	500,000	500,000	3,250,000
Forestry Barn	NEW	135,000	-	-	-	-	-	135,000
City Center Complex Reclaimed Water Irrigation	-	125,000	-	-	-	-	-	125,000
Total	10,890,000	2,160,000	1,410,000	1,550,000	7,650,000	5,140,000	1,240,000	30,040,000



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 7/18/2023

SUBJECT: (C11) Resolution No. 23-25 - Establishing Notice and Hearing Requirements for Certain Assessment Increases

DEPARTMENT: City Attorney

GOAL: 5 - Fiscal Sustainability

RECOMMENDED MOTION: Move to approve Resolution No. 23-25.

SUMMARY: This resolution requires notice and a public meeting prior to an increase in non-ad valorem assessments by more than 50% in successive years. The Hon. Larry Bartlett, Volusia County Property Appraiser, requested the City of Port Orange to consider adopting this policy in response to a recent issue with a small Volusia County city that attempted a nearly 100% increase without adequate notice to its residents and without a public hearing at which residents could provide input. This will prevent such an issue from occurring in Port Orange.

PRESENTER: Matthew Jones

ATTACHMENTS:

1.	Reso. No. 23-25 - Ad Valorem Increase Notice and Hearing Requirements	Reso. No. 23-25 - Ad Valorem Increase Notice and Hearing Requirements.pdf
----	---	---

Matthew Jones
Matthew Jones
John McKinney
Wayne Clark
Tracee Cody

Created/Initiated - 6/29/2023
Approved - 6/30/2023
Approved - 7/7/2023
Approved - 7/7/2023
Final Approval - 7/7/2023

RESOLUTION NO. 23-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ESTABLISHING NOTICE AND HEARING REQUIREMENTS FOR CERTAIN ASSESSMENT INCREASES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City Council is dedicated to maintaining transparency in governance;
and

WHEREAS, City Council recognizes the value of public participation in its decision making process, including the process for establishing ad valorem assessments; and

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

Section 1. The above Recitals are incorporated by reference into the body of this Resolution.

Section 2. The City shall not increase the non-ad valorem rates for stormwater, solid waste, and/or fire services by more than 50% of the previous year's rate without holding a new public hearing. Any proposed increase in the non-ad valorem rates for these services that exceeds this threshold must be subject to a new public hearing, at which the City will have the opportunity to present its respective positions and the public will have the opportunity to provide input.

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

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Adopted on the day of

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



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 7/18/2023

SUBJECT: (C12) Concurrence Request - Department Head Residency Requirement per Section 2-186 of the Code of Ordinances

DEPARTMENT: City Manager

GOAL: 6 - Organizational Excellence

RECOMMENDED MOTION: Provide concurrence to the City Manager's decision under Section 2-186 of the Code of Ordinances to allow the establishment of residency for the incoming IT Director outside of the 15 mile limit.

SUMMARY: Section 2-186 states that administrative officials, as determined by the City Manager, are required to establish and maintain residency within 15 miles of the city limits, until residency is no longer required. Under this section of the Code of Ordinances, City Council concurrence is required for the City Manager's designation of these positions.

A request has been received and evaluated by the City Manager for the incoming Information Technology (IT) Director to reside outside of the 15-mile radius established by City Council. The request has been evaluated considering the Department's need and ability to respond and the position to be held by the employee. The City Manager has reviewed the request and believes the Department Head can fully and faithfully perform their duties from the proposed residence and is seeking concurrence of the decision to allow the IT Director to reside more than 15 miles outside the City's limits.

PRESENTER: Wayne Clark, Sharon Kraynik

ATTACHMENTS:

Robin Fenwick
Sharon Kraynik
Wayne Clark
Tracee Cody

Created/Initiated - 7/11/2023
Approved - 7/11/2023
Approved - 7/12/2023
Final Approval - 7/12/2023



City of Port Orange
Presentation
Barracks of Hope Construction

July 18, 2023

Barracks of Hope

Transitional Housing for Veterans



Barracks of Hope Construction

Overview of Project

- Opened at 605 N Segrave in December 2018
- Provides housing and support to over 70 male and female veterans each year
- 75% success rate moving into permanent housing
- Average length of stay – 133 days
- \$400,000 per year to operate
- Operations funded through VA GPD program and donations
- Looking for better location since 2019
- Applied for VA Capital Grant in 2021



Barracks of Hope Construction

Funding Received

VA Capital Grant

\$1,000,000

County of Volusia Capital Grant

\$1,000,000



- 20 efficiency apartments
- 2 ADA apartments
- Private restrooms
- 2 offices
- Laundry room
- Common room

Barracks of Hope Construction

Review of Costs

Architectural, Engineering, Construction	\$2,328,290 (up 37% since original estimate in 2020)
Furniture, Fixtures & Equipment	\$75,000
Total Cost	\$2,403,290
Funded	\$2,000,000
Unfunded	\$403,290

Barracks of Hope Construction

\$25,000 Room Sponsorship

- A private room and bath for every Veteran
- Capital request – not operational
- Our goal is to have every city's name on a room of the facility
- $\$25,000 \times 16 = \$400,000$

The **Barracks of Hope** will offer **Veterans** the housing stability they so richly deserve!

These **Veterans** stood up for us!

Will you stand up for them by supporting this effort?





CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 7/18/2023

SUBJECT: (G15) Parks & Recreation Advisory Board Appointment

DEPARTMENT: City Clerk

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Nominate one citizen to serve on the Parks & Recreation Advisory Board.

SUMMARY: Michael Navarra currently serves on the Parks & Recreation Board; however, his term is expiring. He has indicated he would like to continue serving on the Board.

Monica Riera and Brandon Schwedes are new applicants and also wish to serve on the Board. There is only one opening at this time. The new three-year term will expire in 2026.

All three applications are included for Council's consideration.

PRESENTER: Robin Fenwick

ATTACHMENTS:

1.	Michael Navarra Application	Application.pdf
2.	Monica Riera Application	Monica Riera Application.pdf
3.	Brandon Schwedes Application	Brandon Schwedes Application.pdf

Tracee Cody
Robin Fenwick
Wayne Clark

Created/Initiated - 7/5/2023
Approved - 7/7/2023
Final Approval - 7/7/2023

From: donotreply@port-orange.org
To: [Fenwick, Robin](#)
Subject: Volunteer Application - Michael Navarra
Date: Monday, March 06, 2017 3:12:13 PM



ADVISORY BOARDS AND COMMISSIONS VOLUNTEER APPLICATION

Submitted by Michael Navarra on 03/06/2017

Personal Information

Name:	Michael Navarra
Date of Birth:	09/11/1971
Telephone:	3865660654
E-mail:	Navarraconstruction@yahoo.com
Business Telephone:	
Address:	6310 Palmas Bay circle Port Orange FL 32127
Are you a registered voter in Port Orange?	Yes
City Council District:	4
How long have you been a resident of Port Orange?	20 years
Are you currently serving on a City Board?	No
If yes, when and which board?	

References

Reference 1:	Don Burnette Port Orange 386 295 5760
Reference 2:	Tom Strickland 3636 Sunset Cove Drive Port Orange 386 341 5118
Reference 3:	Edward Donnini 6309 Palmas Bay Cir Port Orange 386 846 6007

Education

High School:	Sea breeze
---------------------	------------

Date Graduated High School:

06/01/1990

College:

Daytona State College

Date Graduated College:

06/01/2005

Degree:

Associates

Work Experience

20 years contractor and building inspector

Interests / Activities

Youth Sports, Recreation

Community Involvement

Coached recreational youth sports for 10 years. Led community involvement to help build Lemerand Field Coached travel baseball for 5years President of Port Orange Baseball Club

Why do you desire to serve on these boards?

To help with youth sports in our community. The longer we keep our youth in sports the better they are prepared for life. Sports teach teamwork, responsibility, leadership and discipline.

Resume / Additional Information

Selected Boards / Commissions

Parks and Recreation Board

Order of Preference

Signature:

Michael Navarra

Date:

03/06/2017

From: noreply@civicplus.com
To: [CityClerk](#)
Subject: [EXT] Online Form Submittal: Advisory Boards and Commissions Volunteer Application
Date: Wednesday, March 1, 2023 6:35:19 PM

Advisory Boards and Commissions Volunteer Application

Step 1

Thank you for your interest in serving the City of Port Orange. Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration for your appointment.

Please choose the Board(s) / Commission(s) for which you wish to apply. If applying for more than one Board / Commission, indicate the order of preference in the space below the list.

Check the boards you wish to apply for	Parks and Recreation Advisory Board
--	-------------------------------------

Order of Preference	Field not completed.
---------------------	----------------------

If you are submitting an application to serve as the Interim Council Member for District 2, a resume must be uploaded below.

All of the above boards / commissions are subject to the "Sunshine Law", Chapter 286, F.S.

* Members of these boards / commissions are required to file financial disclosures within 30 days of date of appointment.

Personal Information

First Name	Monica
------------	--------

Last Name	Riera
-----------	-------

Primary Phone	3862952121
---------------	------------

Alternate Phone	Field not completed.
-----------------	----------------------

Email Address	Mrierarosa@gmail.com
---------------	----------------------

Are you a registered	Yes
----------------------	-----

voter in Port Orange?

Address	2040 Red Robin dr
City	Port Orange
State	FL
Zip Code	32128
Preferred Mailing Address	<i>Field not completed.</i>
City Council District	<i>Field not completed.</i>
Can you regularly attend meetings?	Yes
Are you currently serving on a City Board?	No
If yes, which board(s)?	<i>Field not completed.</i>

References

Please list three references (business and / or personal)

Reference 1	Matt Cardwell (410) 440-0985
Reference 2	Tim Reed (954) 290-4729
Reference 3	Robert Zerbisias (386)235-9059

Education

High School	<i>Field not completed.</i>
Date Graduated High School	<i>Field not completed.</i>
College	<i>Field not completed.</i>
Date Graduated College	<i>Field not completed.</i>
Degree	<i>Field not completed.</i>

Additional Information

Work Experience	Field not completed.
Interests / Activities	Field not completed.
Community Involvement	Field not completed.
Why do you desire to serve on these boards?	Field not completed.
Additional Information	Field not completed.
Resume	Monica Riera_Resume.pages

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

By submitting this application, applicant attests that he/she has reviewed the Code of Ethics for Public Officers and Employees (Part III of Chapter 112, Florida Statutes), and that applicant does not hold any public position, employment or other relationship (i.e. dual office holding prohibition, conflicting employment or contractual relationship, etc.) that would prohibit or otherwise disqualify applicant from serving on the City board/commission for which the applicant now seeks to serve.

Note: If you are unsure whether a Code of Ethics issue exists or require assistance determining if a Code of Ethics issue is present, feel free to reach out to the City Attorney's Office prior to submitting your application at (386) 506-5525.

All statements and information provided in this application are true to the best of my knowledge. Please note that Florida has a broad public records law. Your entire application and the information & responses contained therein, including your name, address, email, and phone number, will become a public record upon submission of the application to the City. In limited circumstances, certain public servants who are afforded protections pursuant to Ch. 119, F.S. may elect to have certain information exempted from public disclosure, upon written request. *

Acceptance	I agree
Type your name to sign	Monica Riera
Date	3/1/2023

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 cityclerk@port-orange.org or 386-506-5563.

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [CityClerk](#)
Subject: [EXT] Online Form Submittal: Advisory Boards and Commissions Volunteer Application
Date: Friday, April 28, 2023 11:42:17 AM

Advisory Boards and Commissions Volunteer Application

Step 1

Thank you for your interest in serving the City of Port Orange. Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration for your appointment.

Please choose the Board(s) / Commission(s) for which you wish to apply. If applying for more than one Board / Commission, indicate the order of preference in the space below the list.

Check the boards you wish to apply for	Parks and Recreation Advisory Board
--	-------------------------------------

Order of Preference	Field not completed.
---------------------	----------------------

If you are submitting an application to serve as the Interim Council Member for District 2, a resume must be uploaded below.

All of the above boards / commissions are subject to the "Sunshine Law", Chapter 286, F.S.

* Members of these boards / commissions are required to file financial disclosures within 30 days of date of appointment.

Personal Information

First Name	Brandon
------------	---------

Last Name	Schwdrds
-----------	----------

Primary Phone	3866798282
---------------	------------

Alternate Phone	Field not completed.
-----------------	----------------------

Email Address	Bschweddes@gmail.com
---------------	----------------------

Are you a registered	Yes
----------------------	-----

voter in Port Orange?

Address	3802 long grove lane
City	Port Orange
State	Florida
Zip Code	32129
Preferred Mailing Address	<i>Field not completed.</i>
City Council District	2
Can you regularly attend meetings?	Yes
Are you currently serving on a City Board?	No
If yes, which board(s)?	<i>Field not completed.</i>

References

Please list three references (business and / or personal)

Reference 1	Joseph DeCillis 3862756012
Reference 2	Kevin Hendricks 3862958011
Reference 3	Thomas Greathouse 3308145416

Education

High School	Daytona Beach CC
Date Graduated High School	8/1/1999
College	DBCC
Date Graduated College	<i>Field not completed.</i>
Degree	<i>Field not completed.</i>

Additional Information

Work Experience	20+ years working in the local community/Central Florida.
-----------------	---

	Hospitality, Software & Technology, Telecommunications, Transportation & more.
Interests / Activities	Coaching youth sports, outside activities, arts & entertainment, Environmental protection, beaches & parks.
Community Involvement	Various youth city sports, travel organizations, community beautification, voter registration, canvassing, chambers & more.
Why do you desire to serve on these boards?	I've been coaching & heavily tied to local sports for over 5 years with a strong focus on developing players appropriately. I am deeply invested in many of our youths futures and want to help impact said development and opportunities in sports for them and future kids to come. I speak to parents daily for years about things they won't say aloud or ask for. Our kids deserve better & not only do I feel we can do much better for them but a byproduct of my efforts will benefit the city significantly as well.
Additional Information	I have the support & backing for such a role by the over 100+ families I've coached as well our opponents. I've served as President, VP & board member of multiple local club. As well completed Port Orange University. I have multiple children and family roots planted in Port Orange. My intentions are to best prepare our kids for the opportunities in sports which may lay ahead. And at days end, our current set-up is stunting growth. Local High Scholols and more provide feedback that OUR kids are behind others....I want to change that
Resume	inbound7871950208367560549.pdf

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

By submitting this application, applicant attests that he/she has reviewed the Code of Ethics for Public Officers and Employees (Part III of Chapter 112, Florida Statutes), and that applicant does not hold any public position, employment or other relationship (i.e. dual office holding prohibition, conflicting employment or contractual relationship, etc.) that would prohibit or otherwise disqualify applicant from serving on the City board/commission for which the applicant now seeks to serve.

Note: If you are unsure whether a Code of Ethics issue exists or require assistance determining if a Code of Ethics issue is present, feel free to reach out to the City Attorney's Office prior to submitting your application at (386) 506-5525.

All statements and information provided in this application are true to the best of my knowledge. Please note that Florida has a broad public records law. Your entire application and the information & responses contained therein, including your name,

address, email, and phone number, will become a public record upon submission of the application to the City. In limited circumstances, certain public servants who are afforded protections pursuant to Ch. 119, F.S. may elect to have certain information exempted from public disclosure, upon written request. *

Acceptance

I agree

Type your name to sign

Brandon Schwedes

Date

4/28/2023

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 cityclerk@port-orange.org or 386-506-5563.

Email not displaying correctly? [View it in your browser.](#)



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 7/18/2023

SUBJECT: (G16) Golf Advisory Board Appointment (x3)

DEPARTMENT: City Clerk

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Nominate three citizens to serve on the Golf Advisory Board.

SUMMARY: Dennis Flesch and Lance Green currently serve on the Golf Advisory Board; however, their terms are expiring. They have indicated they would like to continue serving on the Board.

Michael Bagnato is a new applicant and wishes to serve on the Board. There are currently three openings and the new three-year terms will expire in 2026.

All three applications are included for Council's consideration.

PRESENTER: Robin Fenwick

ATTACHMENTS:

1.	Dennis Flesch	Application (1).pdf
2.	Lance Green	Lance Green.pdf
3.	Michael Bagnato Application	Michael Bagnato Application.pdf

Tracee Cody
Robin Fenwick
Wayne Clark

Created/Initiated - 7/5/2023
Approved - 7/5/2023
Final Approval - 7/7/2023

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
☐ Construction Regulation Board*
☐ Code Enforcement Board*
☐ Charter Review Board
☐ Civil Service Board
☐ Districting Commission

☐ Library Advisory Board
☐ Parks and Recreation Board
☐ Planning Commission*
☐ City Manager Selection Committee
☐ Audit & Budget Advisory Board
☐ Youth Advisory Board

CRA Boards

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

Pension Boards

☐ General Employees*
☐ Police*
☐ Fire*

✓ GOLF Advisory Board

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 DENNIS J. Flesch Date of Birth 02/02/1949
Address 1179 SIESTA KEY Circle, PORT ORANGE, 32128
Home Telephone 386 788 1316
E-Mail Address dflesch49@Bellsouth.NET
Business Telephone 386 756 5449
Are you a registered voter in Port Orange? ☒ Yes ☐ No
City Council District 4
How long have you been a resident of Port Orange? 36 years
Are you currently serving on a City Board? NO
Have you ever served on a City Board? NO
If yes, when and which Board? _____

SCANNED

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

ART MOEWERY, 125 FLAMINGO DR. EDGEWATER, FL 386 295 3778
Name, address, and telephone number

LANCE GREEN, 6469 LONG LAKE DR., PORT ORANGE, FL 386 527 2656
Name, address, and telephone number

SUZETTE CAMERON, 1873 CHOCOLATE DR., PORT ORANGE, FL 386 795 2897
Name, address, and telephone number

3. **EDUCATION**

High School HOLY CROSS Date Graduated 1967
College SOME COURSES Date Graduated _____ Degree _____

4. **WORK EXPERIENCE**

RETIRED FROM BELL SOUTH AFTER 35 YEARS
I AM EMPLOYED BY KEMPER SPORT. I WOULD STEP
ASIDE IF THAT IS AN ISSUE. I AM ONLY PART TIME

5. **INTERESTS/ACTIVITIES**

CURRENT EVENTS, READING,
GOLF, WALKING, HELPING NEIGHBORS

6. **COMMUNITY INVOLVEMENT**

VOLUNTEER AT MY CHURCH (OUR LADY OF HOPE)

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

I WOULD LIKE TO BE ABLE TO KEEP COURSE
A PLACE WHERE CUSTOMERS WANT TO RETURN

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.

Dennis J. Flesch
Signature

MARCH 30, 2016
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 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 | ☒ GOLF Advisory Board |
| ☐ Construction Regulation Board* | ☐ Library Advisory Board |
| ☐ Code Enforcement Board* | ☐ Parks and Recreation Board |
| ☐ Charter Review Board | ☐ Planning Commission* |
| ☐ Civil Service Board | ☐ City Manager Selection Committee |
| ☐ Districting Commission | ☐ Audit & Budget Advisory Board |
| | ☐ 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 LANCE GREEN Date of Birth 9/10/64
Address 6469 Longlake Dr
Home Telephone 386-527-2656
E-Mail Address Lancegreen@CFL.FL.COM
Business Telephone 386-527-2656
Are you a registered voter in Port Orange? ☒ Yes ☐ No
City Council District 4
How long have you been a resident of Port Orange? 50+ years
Are you currently serving on a City Board? Planning Board
Have you ever served on a City Board? Planning Board
If yes, when and which Board? ↓ ↓

RECEIVED

MAR 27 2017

CITY OF PORT ORANGE
HUMAN RESOURCES DEPARTMENT

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

ALLEN GREEN 4248 JACKSON ST P.O. 322-0247
Name, address, and telephone number

Chase Trammont 386-589-1320
Name, address, and telephone number

Brian Curtiss 6446 Longlake Dr 527-6811
Name, address, and telephone number

3. **EDUCATION**

High School CREEK Class 82 Date Graduated 82½

College DSC. Date Graduated 92 Degree Yes

4. **WORK EXPERIENCE** Cert. Fied General Contractor +
Certified Real Estate 40+ years in the
Construction Industry

5. **INTERESTS/ACTIVITIES** Community Service, Golf +
Parenting

6. **COMMUNITY INVOLVEMENT** Currently Serving as Chair of
Planning Board.

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

I have been involved in the Golf Course From start of
Construction. I live in Cypress Head and want to Assist, ~~Success~~
of Golf Course

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.

Lance Lee
Signature

3/24/17
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

From: noreply@civicplus.com
To: [CityClerk](#)
Subject: [EXT] Online Form Submittal: Advisory Boards and Commissions Volunteer Application
Date: Friday, June 23, 2023 10:45:14 PM

Advisory Boards and Commissions Volunteer Application

Step 1

Thank you for your interest in serving the City of Port Orange. Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration for your appointment.

Please choose the Board(s) / Commission(s) for which you wish to apply. If applying for more than one Board / Commission, indicate the order of preference in the space below the list.

Check the boards you wish to apply for Golf Course Advisory Board

Order of Preference *Field not completed.*

If you are submitting an application to serve as the Interim Council Member for District 2, a resume must be uploaded below.

All of the above boards / commissions are subject to the "Sunshine Law", Chapter 286, F.S.

* Members of these boards / commissions are required to file financial disclosures within 30 days of date of appointment.

Personal Information

First Name Michael

Last Name Bagnato

Primary Phone 4195774140

Alternate Phone *Field not completed.*

Email Address mtbagnato@gmail.com

Are you a registered Yes

voter in Port Orange?

Address	1231 Siesta Key Circle
City	Port Orange
State	Florida
Zip Code	32128
Preferred Mailing Address	1231 Siesta Key Circle Port Orange, FL 32128
City Council District	<i>Field not completed.</i>
Can you regularly attend meetings?	Yes
Are you currently serving on a City Board?	No
If yes, which board(s)?	<i>Field not completed.</i>

References

Please list three references (business and / or personal)

Reference 1	Bill Schell 6262 St. Thomas Court Port Orange, FL 32128 3867566047
Reference 2	Jack Narhi 1 Lakepoint Circle Port Orange, FL 32128 4408134518
Reference 3	Tony Delmonte 1134 Key Largo Circle Port Orange, FL 32128 3214323423

Education

High School	General Education Diploma
Date Graduated High School	6/1/1968
College	Bowling Green State University

Date Graduated College	6/1/2001
Degree	Associate of Science Criminal Justice
Additional Information	
Work Experience	Master Chief Petty Officer USCG Retired 28 years active duty Adult Probation Officer Erie County Ohio Retired
Interests / Activities	Golf is one of my main interests. I have been playing golf since I was 9 years old. While serving in the U. S. Coast Guard I served on a golf advisory board at Governors Island New York. I have been active in the Cypress Head MGA since 2009. I am currently the Vice President of the MGA.
Community Involvement	I am a life Member of VFW Post 3282 Port Orange, FL I am an active member of The YMCA Port Orange, FL
Why do you desire to serve on these boards?	I have played golf for over 60 years and I would like to offer my help to make Cypress Head Golf Course continue to be the best golf course in Volusia County.
Additional Information	<i>Field not completed.</i>
Resume	6A995DFD-F13E-4363-86FC-4A61CFF85517.jpeg

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

By submitting this application, applicant attests that he/she has reviewed the Code of Ethics for Public Officers and Employees (Part III of Chapter 112, Florida Statutes), and that applicant does not hold any public position, employment or other relationship (i.e. dual office holding prohibition, conflicting employment or contractual relationship, etc.) that would prohibit or otherwise disqualify applicant from serving on the City board/commission for which the applicant now seeks to serve.

Note: If you are unsure whether a Code of Ethics issue exists or require assistance determining if a Code of Ethics issue is present, feel free to reach out to the City Attorney's Office prior to submitting your application at (386) 506-5525.

All statements and information provided in this application are true to the best of my knowledge. Please note that Florida has a broad public records law. Your entire application and the information & responses contained therein, including your name, address, email, and phone number, will become a public record upon submission of the application to the City. In limited circumstances, certain public servants who are afforded protections pursuant to Ch. 119, F.S. may elect to have certain information exempted from public disclosure, upon written request. *

Acceptance

I agree

Type your name to sign

Michael Bagnato

Date

6/23/2023

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 cityclerk@port-orange.org or 386-506-5563.

Email not displaying correctly? [View it in your browser.](#)



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 7/18/2023

SUBJECT: (H17) Second Reading - Ordinance No. 2023-04 - Code of Ordinances Amendment/Chapter 58, Article III - Special Events

DEPARTMENT: Community Development

GOAL: 4 - Economic Development

RECOMMENDED MOTION: Move to approve Ordinance 2023-04, Code of Ordinances Amendment/Chapter 58, Article III - Special Events

SUMMARY: Over the past several years, Community Development Staff has been updating the City's codes and processes in phases. The proposed text amendments to the Code of Ordinances for Special Events are intended to improve and update the content of the existing code, as part of an ongoing maintenance effort. The proposed amendments include clarifications and minor changes that make the code more efficient to use, support the City's redevelopment efforts, address problems or issues encountered when applying the code, and streamline and improve the review and approval process. The proposed amendment includes the following updates:

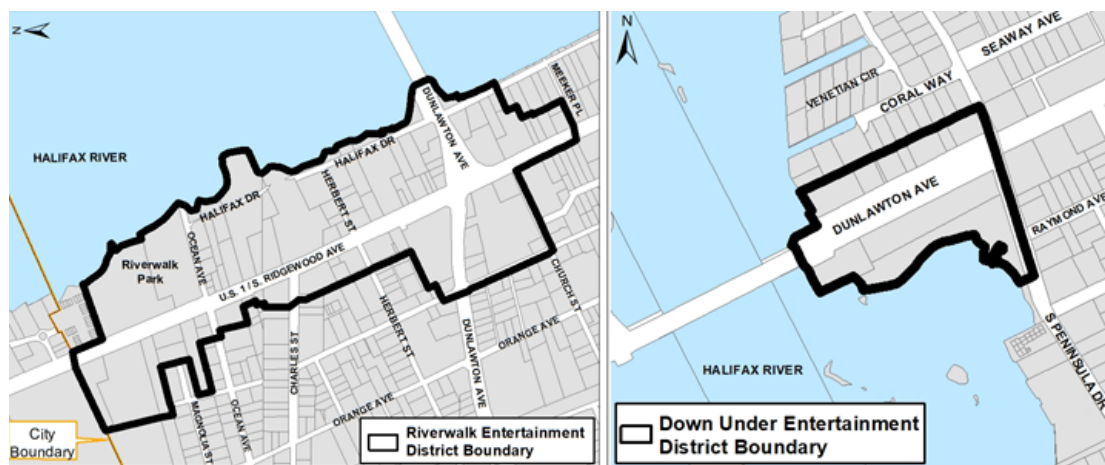
Amendment #1 - Major and Minor Special Events: The Code of Ordinances currently states that a special event held during a regional event recognized by the Daytona Regional Chamber of Commerce (Bike Week, Biketoberfest, Race Weeks, or other regional events) is a major special event, regardless of the number of days for the event. Over the last several years, local businesses have been interested in holding a one (1) day special event during Bike Week or Biketoberfest and these requests had to be processed as a major special event. A major special event designation requires a higher application fee and processing time compared to a minor special event. For example, last Spring Giuseppe's Steel City Pizza Restaurant received approval for a one-day event during Bike Week. The event included a motorcycle display, sponsor giveaways, and a DJ playing music from 11 am to 4 pm. Since this event was held during Bike Week it had to be processed as a major special event. If this event was held a week before or a week after Bike Week, it would have been processed as a minor special event and the application fee would have been \$100 instead of \$300 and the review/approval timeframe would have been 7 to 10 days instead of 45 days.

The proposed amendment streamlines the review process for 1-day events and does not change any of the code requirements for a major or minor special event, and if approved, a one-day special event held during a recognized regional event would be reviewed at the staff level and may be approved once all Land Development Code and Code of Ordinance requirements have been met. Over the last several years, staff has

taken several requests for one-day events during a recognized regional event to the Council and these events remained on the consent agenda and were not pulled for further discussion. There have been no reported issues with these 1-day events.

The proposed amendment would add language that the administrative official could deem a special event as a major special event if it is anticipated to impact the roadway network, surrounding properties, or the safety of event patrons and residents.

Amendment #2 - Number of Special Event Days in a Calendar Year: The Code of Ordinances currently limits the number of days a non-residential property can hold a special event (minor or major) to a 40-day limit for properties less than fourteen (14) acres in size and a 100-day limit for properties greater than fourteen (14) acres in size. The proposed amendment would increase the number of days a property in the designated Riverwalk and Down Under Entertainment District (both located in the Port Orange Town Center Community Redevelopment Area) can have during a calendar year to 100 days, regardless of the property size. Since many of the properties in these Entertainment Districts are smaller than 14 acres, they are currently limited to only 40 days of special events per year. Although a majority of properties in these Entertainment Districts are smaller than 14-acres, both Districts overall are larger than 14-acres, and events and entertainment are consistent with the plans for these areas. Similar to past amendments, the proposed amendment is intended to support existing businesses and attract new businesses that provide entertainment activities such as live music, food trucks, art and craft markets, etc. The proposed amendment supports the City's redevelopment efforts within the Port Orange Town Center Community Redevelopment Area (CRA) to create commercial/entertainment destination areas within the CRA.



Boundary of the Riverwalk and Down Under Entertainment Districts

Amendment #3 - Seasonal and Holiday Sales Events Over Seven Days: The Code of Ordinances currently states that any event more than seven (7) consecutive days in length requires approval by City Council. Therefore, typical seasonal and holiday sale events that would be a minor special events, except for the length of the event, are required to go before City Council for approval. The proposed amendment would allow special events associated with a recognized holiday or seasonal sale event, such as

Spring landscaping, Christmas trees, Halloween pumpkins, and fireworks sales, to be reviewed at the staff level and may be approved once all Land Development Code and Code of Ordinance requirements have been met. Over the last several years, staff has brought several requests for minor special events that exceed 7 consecutive days for seasonal and holiday sales to the City Council for approval and there have been no objections to the length of these events. The proposed amendment does not change any of the code requirements for these events and streamlines the approval process for these minor special events.

Amendment #4 - Surety Bond: The Code of Ordinances currently requires a \$250 surety bond for all major special events. The proposed amendment removes the requirement for posting a surety bond or cash bond for a major special event. The purpose of the bond was to ensure the removal of garbage, waste, trash, temporary structures, and debris from the property where the event was held or an adjacent property. Over the last 10 to 15 years, the city has not needed to use the bond to obtain compliance with the clean-up of a property where a special event was held. Over the last several years, some applicants have asked for the surety bond to be waived, and for the most part council has approved the major special event without a surety bond. Staff was unable to find a circumstance where the city had to utilize a bond and has always had to refund the surety bond or cash bond after the event. It generally takes staff from Community Development and Finance 5 to 10 business days to refund the \$250 bond after an event and the cost of staff time typically exceeds the amount of the bond. If there is an issue and a site is not cleaned up as required in the Code of Ordinances, Code Enforcement can cite the property owner for not cleaning their property after an event and there is existing language in the code that would allow the City to deny future events on that site.

PRESENTER: Tim Burman, Penelope Cruz

ATTACHMENTS:

1.	Ordinance No. 2023-04	Ordinance No. 2023-04.pdf
----	-----------------------	---------------------------

Penelope Cruz
Tracee Cody

Created/Initiated - 6/21/2023
Final Approval - 6/29/2023

ORDINANCE NO. 2023-04

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA AMENDING CHAPTER 58, ARTICLE III OF THE CODE OF ORDINANCES RELATING TO SPECIAL EVENTS; AMENDING SECTION 58-1 TO MAKE MINOR CHANGES TO THE DEFINITION OF MAJOR SPECIAL EVENT; AMENDING SECTION 58-53 TO ALLOW FOR SPECIAL EVENT SALES ASSOCIATED WITH LEGAL HOLIDAYS AND SEASONAL EVENTS AND TO PROVIDE AN INCREASE IN THE AMOUNT OF DAYS FOR A SPECIAL EVENT WITHIN THE RIVERWALK AND DOWN UNDER ENTERTAINMENT DISTRICT REGARDLESS OF PARCEL SIZE; AMENDING SECTION 58-56 TO REMOVE THE BOND REQUIREMENT FOR MAJOR SPECIAL EVENTS; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR SCRIVENER'S ERRORS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has determined that the proposed amendments will make the code more efficient to use, support the City's redevelopment efforts, address issues encountered when applying the code, and improve the review and approval process; 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 Code of Ordinances, Chapter 58, Article III, to read as follows:

Chapter 58, ARTICLE III. - SPECIAL EVENTS

Sec. 58-51. Definitions.

[No changes to subsections (1)]

(2) *Major special event* means a special event which meets any one of the following criteria:

- a. Affects area(s) beyond the City of Port Orange;
- b. Requires one or more roadway closures, except as specified for block parties below;
- c. Hours of operation beyond 11:00 p.m.; ~~or~~
- d. A multi-day event ~~H~~held in conjunction with a regional event; or
- e. Any other event anticipated to impact the surrounding roadway network, surrounding properties, or the safety of event patrons and residents, as determined by the Administrative Official.

(3) *Minor special event* means any special event other than a major special event.

(4) Block party event means a neighborhood social event sponsored by a homeowners' association, or all affected property owners, of a residential subdivision, taking place in whole or in part on a public or private road in a residential area, and which obstructs vehicular traffic in a manner described in F.S. § 316.2045(1).

(5) Regional event means any of the following:

- a. Race weeks ~~(generally the two weeks preceding and including the Daytona 500 in February)~~ and the summer NASCAR race at Daytona International Speedway ~~(generally the Saturday nearest the Fourth of July)~~, as recognized by the Daytona Regional Chamber of Commerce;
- b. Bike Week ~~(generally a ten-day period beginning on the last Friday in February)~~, as recognized by the Daytona Regional Chamber of Commerce;
- c. Biketoberfest ~~(generally the third weekend in October, plus the five days before and two days after)~~, as recognized by the Daytona Regional Chamber of Commerce; or
- d. Any other event of significance to the community which may from time to time be recognized by resolution adopted by the city council or as recognized by the Daytona Regional Chamber of Commerce on its five-year calendar of events.

[No changes to subsections (6) through (12)]

[No changes to Sec. 58-52]

Sec. 58-53. - Limitations on number and duration of special events.

(a) Special events held in conjunction with a regional event shall not exceed the duration of the regional event.

(b) Special events associated with a legal holiday or seasonal event, such as Spring landscaping, Christmas trees, Halloween pumpkins, firework sales, shall not exceed 40 consecutive calendar days.

~~(b)~~ All other special events shall not exceed seven consecutive calendar days unless waived or modified by the city council.

~~(c)~~ A lot or parcel less than 14 acres in size may serve as a location of a special event, or any part of a special event, including parking, up to 40 days per calendar year. The 40-day limitation applies to all special events, including major special events and minor special events as defined in this article, and sidewalk sales events as provided in section 18-77 of this Code, unless waived or modified by the city council.

~~(d)~~ A lot or parcel equal to or greater the 14 acres may serve as a location of a special event, or any part of a special event, including parking, up to 100 days per calendar year. The 100-day limitation applies to all special events, including major special events and minor special events as defined in this article, and sidewalk sales events as provided in section 18-77 of this Code, unless waived or modified by the city council.

(f) A lot or parcel located in the Riverwalk or Down Under Entertainment Districts, as defined in section 42-83 of this Code, may serve as the location of a special event up to 100 days per calendar year.

~~(e)~~ All approved special events shall have 72 hours prior to the event for set up and 72 hours after the event for take down of the event.

~~(f)~~ Addition set up and take down time/days beyond the limitation established above can be approved by the city council.

[No changes to Sec. 58-54 or Sec. 58-55]

Sec. 58-56. - Permit conditions.

[No changes to subsection (a)]

(b) Notwithstanding the foregoing, and unless waived or modified by the city council, the permit holder shall comply with all applicable city ordinances, including but not limited to the following:

- (1) ~~Section 1 of~~ Chapter 8 of the Land Development Code, relating to adopted building codes;
- (2) ~~Sections 5 and 5.5 of~~ Chapter 15 of the Land Development Code, relating to temporary ~~and special event~~ signs;
- (3) Chapter 42 of the Code of Ordinances, relating to nuisances; and
- (4) Section 58-1 of Chapter 58 of the Code of Ordinances, relating to obstruction and encroachment of rights-of-way, and section 58-2 of the Code of Ordinances, relating to damage to trees and shrubs in rights-of-way.

~~(c) Unless expressly waived by the city council, the city shall impose on the major special event permittee as additional conditions, both of the following obligations:~~

- ~~(1) The posting, in advance, of a good and sufficient surety bond or cash bond in an amount to be determined by the city council, unless the bond is waived under the conditions provided herein. The bond shall be conditioned upon full compliance with the terms of the permit(s) and the provisions of this article, including, but not limited to, the removal of any temporary structures constructed for the special event and any garbage, waste, trash and debris from the~~

~~sponsoring property and any abutting properties which may become littered with garbage, waste, trash or debris as a result of the special event, within 48 hours after the special event.~~

~~(2) The payment, in advance, of any charges which the city may impose upon the permittee, such as the charge for use of police officer or other city personnel as further described in subsection (d)(5) of this section.~~

~~The failure to comply with these obligations at least five days prior to the scheduled commencement of the special event shall automatically void the permit(s).~~

(~~d~~c) The city council, for major events, or the community development director, or the community development director's designee, for minor events, may impose such additional restrictions on the granting of a special event permit, as deemed necessary to ensure compliance with the provisions of this article, the Code of Ordinances and the Land Development Code. These conditions may include but shall not be limited to the following:

- (1) Restrictions on the outside amplification of sound, hours of operation and signage. Noise shall generally be controlled by article IV of chapter 42 of the Code of Ordinances, unless further restrictions are imposed due to the proximity of the event to residential property. Hours of operation of the special event shall generally be limited to 11:00 p.m., unless specifically waived or amended by the city council.
- (2) Restrictions on the location of semi-trailers, motor homes and similar vehicles used solely for storage of goods and merchandise displayed at the special event to the rear of a principal building, or to other locations such that these vehicles are not readily visible from the public right-of-way fronting the sponsoring property. This provision shall not be deemed to authorize the use of such vehicles for sleeping by participants in the special event while such vehicles are located on the sponsoring property.
- (3) A requirement that appropriate traffic control devices be used at the special event permittee's expense.
- (4) Restrictions or prohibitions on the use of public rights-of-way.
- (5) A requirement that the permittee pay a charge for the use of city personnel such as police officers needed at the site of the special event to help ensure public safety.
- (6) A requirement that the permit holder screen participating merchants for compliance with applicable state, county and city laws, rules, regulations, codes and ordinances.
- (7) The posting, in advance, of a good and sufficient surety bond or cash bond in an amount to be determined by the city council, unless the bond is waived under the conditions provided herein. The bond shall be conditioned upon full compliance with the terms of the permit(s) and the provisions of this article, including, but not limited to, the removal of any temporary structures constructed for the special event and any garbage, waste, trash and debris from the sponsoring property and any abutting properties which may become littered with garbage, waste, trash or debris as a result of the special event, within 48 hours after the special event.
- (8) The payment, in advance, of any charges which the city may impose upon the permittee, such as the charge for use of police officer or other city personnel as further described in subsection d(5) of this section.

(~~e~~d) The permit holder shall be responsible for compliance by all participating merchants with the permit conditions which may be imposed.

[No further changes]

SECTION 2. The provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Port Orange and the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

SECTION 3. All ordinances or parts of ordinances in conflict with 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, such invalidity shall not affect other provision or applications of this Ordinance which can be given effect without the invalid provision or application, and to this and the provisions of this Ordinance are declared severable.

SECTION 5. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, may be corrected.

SECTION 6. This Ordinance shall take effect immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the _____ day of _____, 2023

Passed and adopted on second and final reading on the _____ day of _____, 2023

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



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 7/18/2023

SUBJECT: (H18) Second Reading - Ordinance No. 2023-05 - Fourth Amendment to the Master Development Agreement for the Woodhaven Planned Unit Development (Case No. PRZA-23-0003)

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Ordinance No. 2023-05, approving the Fourth Amendment to the Master Development Agreement for the Woodhaven Planned Unit Development.

SUMMARY: PLANNING COMMISSION ACTION (5/25/23): Recommended Approval (5-1)

The applicant, CC Woodhaven, LLC, is requesting an amendment to the Master Development Agreement (MDA) for the Woodhaven Planned Unit Development (PUD) to establish a front setback for an uninhabitable improvement (e.g., front porches or other architectural enhancements) on a single-family home and clarify an existing requirement in the MDA about the type and height of fencing allowed on an individual residential lot. The proposed 4th amendment does not increase the number of allowed residential units or commercial square footage in the PUD and does not include Phase 1 of the PUD since the lots in Phase 1 are individually owned and already developed.

Front Setback for Uninhabitable Improvements

The applicant is requesting to establish a 15-foot front yard setback for uninhabitable improvements (e.g., front porches or other architectural enhancements) for a single-family home within the PUD, except for the homes constructed in Phase 1. Currently, the original MDA states that a single-family home (uninhabitable space, garage, and habitable space) is to be set back a minimum of 20 feet from the right-of-way line, including improvements such as a front porch. The principal structure and garage (habitable space) would still need to be set back 20 feet from the right-of-way and ensure the required area for parking vehicles in the driveway in front of the garage is provided.

According to the applicant, the 15-foot setback for uninhabitable space (e.g., front porches or other architectural enhancements) allows flexibility in the design of their single-family homes to include architectural features that improve the overall appearance of the homes from the right-of-way and in the PUD. In addition, the applicant states that allowing for improvements such as a front porch to be set back 15

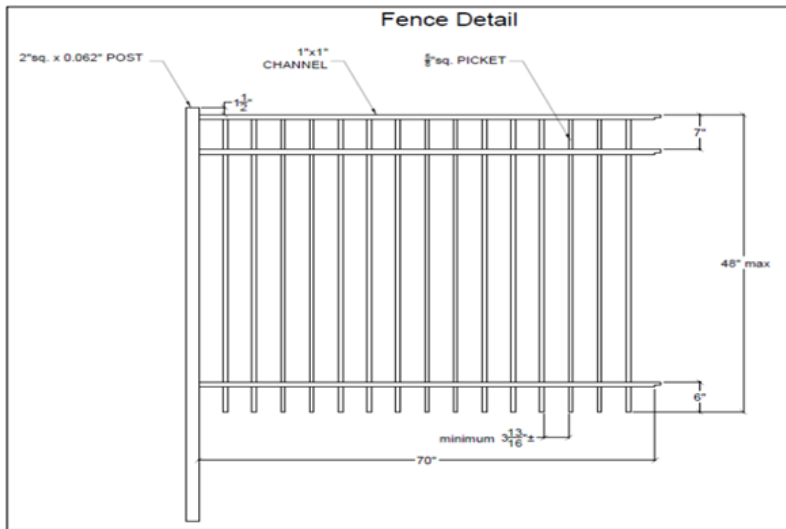
feet from the right-of-way also provides a homeowner with sufficient room in the rear yard to support desired outdoor living space, such as patios, decks, screen rooms, pool, etc.



Fences

The applicant is requesting to clarify an existing requirement in the MDA about the type of fence that can be installed on any lot within the PUD except Phase 1. The current MDA states that only a picket-style fence is allowed within a rear yard. The applicant is requesting to modify their fence requirement in the MDA to state that a fence cannot exceed 4 feet in height, cannot be placed in the 5-foot irrigation easement located along the rear lot line, and the design of the fence is to be consistent with the fence detail added to the MDA per the approved ICI design.

According to the applicant, the additional requirements are to ensure fences that are installed in the rear yard, do not interrupt drainage, maintain aesthetics, and provide consistency with what is required by Homeowner's Association (HOA) regulations for more efficient permitting.



The Staff Report is attached for more information.

PRESENTER: Penelope Cruz, Tim Burman

ATTACHMENTS:

1.	Ordinance 2023-05 with exhibit	Ordinance 2023-05 with exhibit.pdf
2.	STAFF REPORT	STAFF REPORT.pdf
3.	WH Legal except Phase1	WH Legal except Phase1.pdf

Penelope Cruz
Tracee Cody

Created/Initiated - 6/21/2023
Final Approval - 6/29/2023

ORDINANCE NO. 2023-05

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, APPROVING THE FOURTH
AMENDMENT TO WOODHAVEN PLANNED UNIT
DEVELOPMENT MASTER DEVELOPMENT AGREEMENT;
PROVIDING FOR THE REPEAL OF CONFLICTING
ORDINANCES; PROVIDING FOR SEVERABILITY OF; AND
PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City and Developer desire to enter into the Fourth Amendment to the Woodhaven Planned Unit Development Master Development Agreement (hereinafter referred to as the "Fourth Amendment"); and

WHEREAS, the Owner submitted a request to the Planning Commission to approve the Fourth Amendment; and

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

WHEREAS, the Planning Commission has by majority vote recommended approval of the proposed Fourth Amendment; and

WHEREAS, the City Council has approved by a majority vote of the members present the Fourth 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 Fourth Amendment (attached hereto as **Exhibit "1"**).

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

Section 3. All ordinances or parts of ordinances in conflict with the provisions of

this ordinance are hereby repealed to the extent of such conflict.

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

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

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the day of _____, 2023

Passed and adopted on second and final reading on the day of _____, 2023

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

EXHIBIT "1"

FOURTH AMENDMENT TO THE WOODHAVEN PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT

This Agreement, is entered into by and between the CITY OF PORT ORANGE, a Florida municipal corporation whose address is 1000 City Center Circle, Port Orange, FL 32129 (hereinafter the "City") and CC WOODHAVEN, LLC, and PIONEER INVESTMENTS OF PORT ORANGE, INC, (the "Owner/Developer") and PIONEER COMMUNITY DEVELOPMENT DISTRICT (the "Owners") whose address is 2379 Beville Road, Daytona Beach, FL 32119, shall constitute the fourth amendment to the Woodhaven Planned Unit Development (PUD) Master Development Agreement (MDA) hereinafter referred to as the Third Amendment.

WHEREAS, the City and Stanaki Partnership, a Florida general partnership (the "Prior Owner") entered into an agreement and covenant to bind their successors and assigns to the terms and provisions of a development agreement entitled "Stanaki Planned Unit Development Master Development Agreement", recorded in Official Records Book 4213, Page 1610, Public Records of Volusia County, Florida (the "Original MDA"); and

WHEREAS, the City and Prior Owner entered into the "First Amendment to the Stanaki Planned Unit Development Master Development Agreement" (the "Amended MDA"), recorded in Official Records Books 4794, Page 4301, Public Records of Volusia County, Florida; and

WHEREAS, the City, the Owners and Intervest Construction, Inc., entered into the "Second Amendment and Restatement to the Stanaki Planned Unit Development Master Development Agreement and Conceptual Plan" (the "Woodhaven MDA"), recorded in Official Records Books 6939, Page 1453, Public Records of Volusia County, Florida; and

WHEREAS, the City, the Owners and Intervest Construction, Inc., entered into the "First Amendment to the Woodhaven Planned Unit Development Master Development Agreement" (the "First Amended Woodhaven MDA"), recorded in Official Records Books 7280, Page 1824, Public Records of Volusia County, Florida; and

WHEREAS, the City, Owners and Owner/Developer entered into the "Second Amendment to the Woodhaven Planned Unit Development Master Development Agreement" (the "Second Amended Woodhaven MDA"), recorded in Official Records Books 7692, Page 4295, Public Records of Volusia County, Florida; and

WHEREAS, the City, Owners and Owner/Developer entered into the "Third Amendment to the Woodhaven Planned Unit Development Master Development Agreement" (the "Second Amended Woodhaven MDA"), recorded in Official Records Book 7891, Page 1571, Public Records of Volusia County, Florida; and

WHEREAS, Owner/Developer is the Property Owner of the subject property consisting of 866 +/- acres of real property located within the municipal limits of the City of Port Orange, Florida, a description of which is attached hereto and incorporated herein as Exhibit “A” (“Property”); and

WHEREAS, the City, Owners, and Owner/Developer agree to amend the Woodhaven MDA Agreement by this Fourth Amendment to address and otherwise clarify those items set forth below; and

WHEREAS, the Property Owner is the owner of the property which is the only property impacted by this Fourth Amendment.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the City, Owners and Owner/Developer hereby covenant and bind themselves as follows:

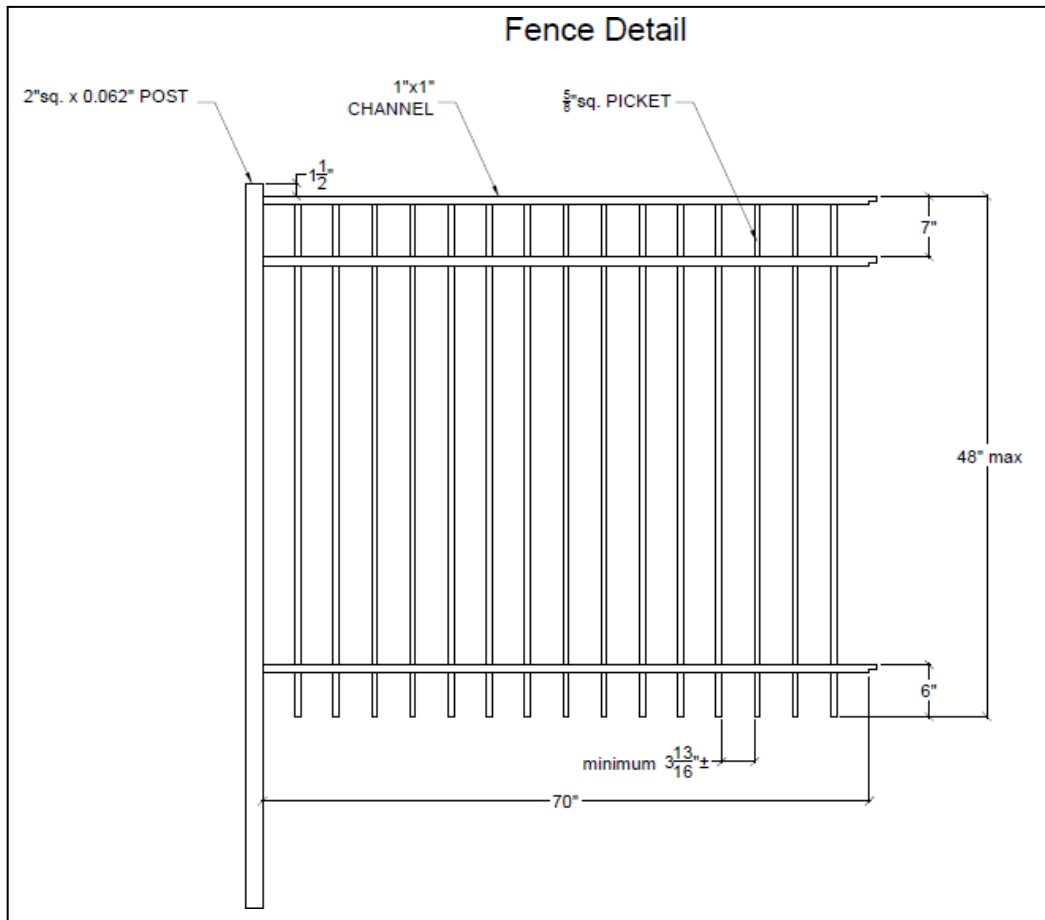
1. The recitals provided above are recognized as true and correct representations and are incorporated herein and form a material part of this Fourth Amendment.
2. This Fourth Amendment complies with the City’s Comprehensive Plan.
3. For purposes of this Fourth Amendment, the words with underlined (underlined) type shall constitute additions to the original text and words with strikethrough (~~strikethrough~~) type shall constitute deletions from the original text.
4. Table 2, Residential Site Development Criteria of Paragraph B of Exhibit B to the Woodhaven MDA shall be amended as follows:

Table 2 Residential Site Development Criteria									
Dwelling Type	Minimum Lot Area (sq. feet)	Minimum Lot Width (feet)	Maximum Lot Coverage	Minimum Open Space	Minimum Building Setback (feet)				Maximum Height (feet)
					<u>Front - Uninhabitable space (i.e. porches including roof overhang)</u>	<u>Front-Habitable spaces and garages</u>	Side	Rear	
Single-Family detached	5,000	50	60%	40%	<u>15</u>	20	5	20	35
Two-family	2,900	32	65%	35%	<u>NA</u>	20	5	10	35
Multi-family	1,200 ⁽¹⁾	18 ⁽¹⁾	70%	30%	<u>NA</u>	20	10	10	35

(1) Applies to units with individual lots under fee simple ownership

5. Woodhaven MDA, Exhibit B, Section N, third (3rd) bullet point shall be amended as follows:
 - Only 3-rail picket style fencing with a maximum height of 4 feet above grade

shall be acceptable (see Fence Detail below) in the rear yard outside the extended plane of the side walls of the home, and in no event shall fencing extend into a 5-foot, rear yard irrigation easement;



6. Conformance With Laws: Owners agree that in developing the Woodhaven PUD Property the Owners or the Owners' successors in interest shall be required:
 - a. To develop the Woodhaven PUD Property according to all regulations of the City to the extent those regulations are not inconsistent with this Agreement.
 - b. To be bound by all City codes and ordinances that are not in conflict with the provision of this Agreement.
7. Enforceability: If any provision of this Fourth Amendment is held by a court of competent jurisdiction to be invalid or otherwise unenforceable, such holding shall not affect the validity or enforceability of any other provision of this Third Amendment unless the holding so states.
8. Prior Agreements: The provisions of the Third Amendment Woodhaven MDA recorded in Official Records Book 7891, Page 1571, Public Records, Volusia County, Florida; the Second Amended Woodhaven MDA recorded in Official Records Book 7692, Page 4295, Public Records, Volusia County, Florida; the First Amended Woodhaven MDA, recorded

in Official Records Books 7280, Page 1824, Public Records, Volusia County, Florida; and the Woodhaven MDA, recorded in Official Records Books 6939, Page 1453 Public Records, Volusia County, Florida, shall continue in full force and effect. With respect to those matters specifically amended herein, this Fourth Amendment shall govern.

9. Police Power: Nothing contained in this Fourth Amendment shall be construed as a waiver of or contract with respect to the regulatory and permitting authority of the City as it now or hereafter exists under applicable laws, rules and regulations. Further, nothing contained in this Third Amendment shall be construed as a waiver of the attempted waiver by the City of its sovereign immunity under the constitution and laws of the State of Florida.
10. Effective Date: This Fourth Amendment shall be effective upon recording by the City at the Owners' expense in the public records of Volusia County, Florida. The Second Reading of the Ordinance for this Fourth Amendment shall not take place until Owners have provided an executed copy of this Fourth Amendment to the City Clerk addressing all issues discussed prior to the scheduled Second Recording. If there are no additional requirements, corrections or conditions attached by the City Council at the Second Reading, this Fourth Amendment shall be signed by the Mayor and City Clerk and recorded.

REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the parties have executed this Amendment to the MDA Agreement by and through their duly authorized representatives, on the respective dates below.

WITNESSES:

**CITY OF PORT ORANGE, a Florida
Municipal Corporation**

Printed Name

By: _____
Donald O Burnette, Mayor

Printed Name

Printed Name

Attest _____
Robin L. Fenwick, MMC, City Clerk

Printed Name

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by [XX] physical presence or [] online notarization this __ day of _____, 2023, by Donald O. Burnette, Mayor and Robin L. Fenwick, MMC, City Clerk, both of the CITY OF PORT ORANGE, FLORIDA, a Florida Municipal Corporation, on behalf of the City. He is personally known to me and did not take an oath.

Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date

Signed, sealed and delivered
in the presence of:

OWNER:
CC WOODHAVEN, LLC, a Florida
limited liability company
By: CC North Central, LLC, a Florida
limited liability company, its sole member

Witness 1

Print Name of Witness 1

By: _____
Morteza Hosseini-Kargar, President

Date: _____

Witness 2

Print Name of Witness 2

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by [] physical presence or []
online notarization the ____ day of _____, 2023, by Morteza Hosseini-Kargar, as
President, of CC North Central, LLC, a Florida limited liability company, sole member of CC
Woodhaven, LLC, a Florida limited liability company. He is personally known to me and did not
take an oath.

Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date

Signed, sealed and delivered
in the presence of:

OWNER:
PIONEER INVESTMENTS OF PORT
ORANGE, INC, a Florida Corporation

Witness 1

Print Name of Witness 1

Witness 2

Print Name of Witness 2

By: _____
Morteza Hosseini-Kargar, President

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by [] physical presence or []
online notarization the ____ day of _____, 2023, by Morteza Hosseini-Kargar, as
President, of Pioneer Investments of Port Orange, Inc., a Florida Corporation. He is personally
known to me and did not take an oath.

Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date

Signed, sealed and delivered
in the presence of:

OWNER:
PIONEER COMMUNITY
DEVELOPMENT DISTRICT

Witness 1

Print Name of Witness 1

Witness 2

Print Name of Witness 2

By: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by [] physical presence or []
online notarization the ____ day of _____, 2023, by _____,
as _____, of Pioneer Community Development District. He/She is personally
known to me and did not take an oath.

Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date

EXHIBIT "A"

LEGAL DESCRIPTION WOODHAVEN PLANNED UNIT DEVELOPMENT (Page 1 of 5)

A PART OF SECTIONS 29, 32 AND 33, TOWNSHIP 16 SOUTH, RANGE 33 EAST, AND A PART OF SECTIONS 4, 5, 8 AND 9, TOWNSHIP 17 SOUTH, RANGE 33 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF PIONEER TRAIL AND THE WEST LINE OF THE EAST ONE-HALF OF SECTION 8, TOWNSHIP 17 SOUTH, RANGE 33 EAST; THENCE N 01°21'03" W, ALONG THE WEST LINE OF THE EAST ONE-HALF OF SAID SECTION 8, 384.80 FEET TO THE SOUTHWEST CORNER OF THE EAST ONE-HALF OF SECTION 5, TOWNSHIP 17 SOUTH, RANGE 33 EAST; THENCE N 00°38'02" W, ALONG THE WEST LINE OF THE EAST ONE-HALF OF SAID SECTION 5, A DISTANCE OF 5316.53 FEET TO THE SOUTHWEST CORNER OF THE EAST ONE-HALF OF SECTION 32, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE N 00°43'04" W, ALONG THE WEST LINE OF THE EAST ONE-HALF OF SAID SECTION 32, A DISTANCE OF 5281.63 FEET TO THE SOUTHWEST CORNER OF THE EAST ONE-HALF OF SECTION 29, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE N 00°25'15" W, ALONG THE WEST LINE OF THE EAST ONE-HALF OF SAID SECTION 29, A DISTANCE OF 1322.31 FEET TO THE NORTH-EAST CORNER OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 29; THENCE N 01°24'22"E, ALONG THE EAST LINE OF THE SOUTHWEST ONE-QUARTER, A DISTANCE OF 579.693 FEET TO A POINT LYING 100 WESTERLY OF, WHEN MEASURED PERPENDICULAR TO, A FLORIDA POWER AND LIGHT COMPANY EASEMENT, AS RECORDED IN OFFICIAL RECORD BOOK 2880, PAGE 0441, THENCE N 23°21'45" W AND PARALLEL TO SAID EASEMENT A DISTANCE OF 32.01 FEET TO A POINT ON A CURVE, SAID CURVE HAVING A RADIUS OF 950.00 FEET, A CHORD BEARING OF N 56°41'11" W AND A CHORD LENGTH OF 1043.81 FEET; THENCE ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 86°38'52", AN ARC DISTANCE OF 1105.06 FEET TO A POINT THAT IS 100 FEET SOUTHERLY OF, AS MEASURED PERPENDICULAR TO, ABOVE DESCRIBED FLORIDA POWER AND LIGHT COMPANY EASEMENT; THENCE S 89°59'23" W, PARALLEL TO SAID EASEMENT A DISTANCE OF 249.78 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 800.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 15°14'06", AN ARC DISTANCE OF 159.54 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 700.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 36°19'20", AN ARC DISTANCE OF 443.76 FEET TO THE POINT OF TANGENCY THEREOF; THENCE N 68°55'23" W A DISTANCE OF 488.02 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 800.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 05°58'50", AN ARC DISTANCE OF 82.63 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF AIRPORT ROAD; THENCE N 15°17'59" E, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF AIRPORT ROAD A DISTANCE OF 436.02 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST, SAID CURVE HAVING A RADIUS OF 1100.00 FEET; THENCE, ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 42°32'50", AN ARC DISTANCE OF 816.85 FEET; THENCE N 27°14'51" W A DISTANCE OF 364.55 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST, SAID CURVE HAVING A RADIUS OF 31,438.56 FEET; THENCE ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 01°05'48", AN ARC DISTANCE OF 601.69 FEET, MORE OR LESS, TO THE SOUTH LINE OF SPRUCE CREEK; THENCE ALONG THE SOUTH LINE OF SPRUCE CREEK, IN A GENERALLY NORTHERLY DIRECTION, TO INTERSECT WITH THE NORTH LINE OF SECTION 29, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE S 89°59'01" E ALONG THE NORTH LINE OF SAID SECTION 29 A DISTANCE OF 226.11 FEET, MORE OR LESS, TO THE WESTERLY LINE OF SPRUCE CREEK; THENCE ALONG SPRUCE CREEK, SOUTHERLY AND NORTHERLY, TO THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 95 (S.R. 9), AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 79002-2407; THENCE S 23°21'45" E, ALONG SAID RIGHT-OF-WAY LINE, 870 FEET; MORE OR LESS, TO THE NORTH LINE OF THE SOUTH-EAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 29; THENCE S 80°

EXHIBIT "A"

LEGAL DESCRIPTION WOODHAVEN PLANNED UNIT DEVELOPMENT (Page 2 of 4)

56°07' W, ALONG THE NORTH LINE OF THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 29, 828.71 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 29; THENCE S 00°24' 16" E, ALONG THE WEST LINE OF THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 29, 1320.13 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 29; THENCE N 89°59' 23" E, ALONG THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 29, A DISTANCE OF 1187.83 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95; THENCE S 23°21'45" E, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 5925.95 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHWEST, SAID CURVE HAVING A RADIUS OF 11,359.30 FEET; THENCE, ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 04°21'58", AN ARC DISTANCE OF 865.83 FEET TO THE NORTHERLY LINE OF A 50.00 FOOT F.D.O.T HAUL ROAD ACCESSING BORROW PIT NO. 6, AS DESCRIBED IN OFFICIAL RECORD BOOK 1897, PAGES 97 THROUGH 99; THENCE S 66°38'15" W, ALONG SAID HAUL ROAD 301.47 FEET TO THE NORTH LINE OF BORROW PIT NO. 6; THENCE S 89°28'15" W, ALONG THE NORTH LINE OF BORROW PIT NO. 6, 435.33 FEET TO THE WEST LINE OF BORROW PIT NO. 6; THENCE S 00°31'45" E, ALONG THE WEST LINE OF BORROW PIT NO. 6, 500.00 FEET TO THE SOUTH LINE OF BORROW PIT NO. 6; THENCE N 89°28'15" E, ALONG THE SOUTH LINE OF BORROW PIT NO. 6, 500.00 FEET TO THE EAST LINE OF BORROW PIT NO. 6; THENCE N 00°31'45" W, ALONG THE EAST LINE OF BORROW PIT NO. 6, 348.41 FEET; THENCE N 23°21'45" W, 118.55 FEET TO THE SOUTHERLY LINE OF AFORESAID 50.00 FOOT HAUL ROAD; THENCE N 66°38'15" E, ALONG SAID HAUL ROAD, A DISTANCE OF 297.53 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95, SAID POINT LYING IN A CURVE TO THE SOUTHWEST, SAID CURVE HAVING A RADIUS OF 11,359.30 FEET; A CHORD BEARING OF S 11°37'02" E, AN A CHORD LENGTH OF 2817.95 FEET; THENCE, ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 14°15'01", AN ARC DISTANCE OF 2825.23 FEET; THENCE S 04°29'32" E, 2954.25 FEET TO THE NORTHERLY LINE OF AN F.D.O.T HAUL ROAD ACCESSING BORROW PIT NO. 5, AS DESCRIBED IN OFFICIAL RECORD BOOK 1897, PAGES 97-99; THENCE S 85°30'28" W, ALONG SAID HAUL ROAD, 322.12 FEET TO THE EAST LINE OF BORROW PIT NO. 5; THENCE N 01°11'32" W, ALONG THE EAST LINE OF BORROW PIT NO. 5, 449.92 FEET TO THE NORTH LINE OF SAID BORROW PIT; THENCE S 88°48'28" W, ALONG THE NORTH LINE OF SAID BORROW PIT, 400.00 FEET TO THE WEST LINE OF SAID BORROW PIT; THENCE S 01°11'32" E, ALONG THE NORTH LINE OF SAID BORROW PIT, 900.00 FEET TO THE SOUTH LINE OF SAID BORROW PIT; THENCE N 88°48'28" E, ALONG THE SOUTH LINE OF SAID BORROW PIT, 400.00 FEET TO THE EAST LINE OF SAID BORROW PIT; THENCE N 01°11'32" W, ALONG THE EAST LINE OF SAID BORROW PIT, 400.00 FEET TO THE SOUTHERLY LINE OF AFOREMENTIONED 50.00 FOOT HAUL ROAD; THENCE N 85°30'28" E, ALONG THE SOUTHERLY LINE OF SAID HAUL ROAD, 325.00 FEET TO THE WESTERLY LINE OF INTERSTATE 95; THENCE S 04°29'32" E, ALONG SAID RIGHT-OF-WAY LINE, 1455.88 FEET TO THE NORTHERLY LINE OF THE I-95 LIMITED ACCESS RIGHT-OF-WAY; THENCE, ALONG SAID RIGHT-OF-WAY, S 84°44'18" W, A DISTANCE OF 125.61 FEET; THENCE S 79°01'40" W, A DISTANCE OF 502.49 FEET; THENCE S 84°44'18" W, A DISTANCE OF 210.19 FEET; THENCE S 06°04'28" E, A DISTANCE OF 20.32 FEET TO THE NORTHERLY RIGHT-OF-WAY OF PIONEER TRAIL; THENCE, ALONG THE NORTHERLY RIGHT-OF-WAY OF PIONEER TRAIL, S 83°53'59" W, A DISTANCE OF 1170.06 FEET; THENCE S 84°37'22" W, A DISTANCE OF 174.58 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST, SAID CURVE HAVING A RADIUS OF 795.59 FEET; THENCE, ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 13°34'54", AN ARC DISTANCE OF 188.59 FEET; THENCE N 81°47'44" W, A DISTANCE OF 119.32 FEET; THENCE N 80°38'20" W, A DISTANCE OF 696.51 FEET; THENCE N 79°05'49" W, A DISTANCE OF 696.51 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

TOGETHER WITH:

EXHIBIT "A"

LEGAL DESCRIPTION WOODHAVEN PLANNED UNIT DEVELOPMENT (Page 3 of 4)

OF SECTIONS 4, 5, 8 AND 9, TOWNSHIP 17 SOUTH, RANGE 33 EAST, CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: Book: 4
Page: 4

FOR A POINT OF BEGINNING COMMENCE AT THE INTERSECTION OF THE WEST LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 17 SOUTH, RANGE 33 EAST AND THE NORTHERLY RIGHT-OF-WAY LINE OF PIONEER TRAIL; THENCE N 17°11' 56" W ALONG THE NORTHERLY LINE OF PIONEER TRAIL A DISTANCE OF 572.58 FEET; THENCE N 17°22'20" W A DISTANCE OF 435.83 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 363.92 FEET, A CHORD BEARING OF N 44°32'43" W AND A CHORD LENGTH OF 332.39 FEET; THENCE ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 54°20'47", AN ARC DISTANCE OF 345.19 FEET TO INTERSECT WITH THE EASTERLY RIGHT-OF-WAY LINE OF THE I-95 LIMITED ACCESS RIGHT-OF-WAY; THENCE N 19°03'29" W, A LONG SAID RIGHT-OF-WAY LINE, 24.67 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID LIMITED ACCESS RIGHT-OF-WAY, SAID POINT LYING ON A CURVE TO THE SOUTHWEST, SAID CURVE HAVING A RADIUS OF 431.97 FEET, A CHORD BEARING OF N 82°28'32" W AND A CHORD LENGTH OF 172.44 FEET; THENCE ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 23°01'57", AN ARC DISTANCE OF 173.65 FEET; THENCE N 03°58'28" W, A DISTANCE OF 10.00 FEET; THENCE S 85°04'48" W, A DISTANCE OF 296.84 FEET; THENCE S 88°53'39" W, A DISTANCE OF 601.33 FEET; THENCE S 85°04'48" W, 124.35 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95 (S.R. 9); THENCE N 04°08'45" W, ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 5070.93 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST, SAID CURVE HAVING A RADIUS OF 5904.85 FEET; THENCE ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 18°52'13", AN ARC DISTANCE OF 1944.69 FEET; THENCE N 23°00' 58" W A DISTANCE OF 5325.67 FEET; THENCE N 17°58'25" W, A DISTANCE OF 853.30 FEET; THENCE N 13°59'11" E A DISTANCE OF 502.04 FEET TO THE NORTH LINE OF THE WEST ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SECTION 29, TOWNSHIP 18 SOUTH, RANGE 33 EAST; THENCE S 89°39'50" E, ALONG THE NORTH LINE OF THE WEST ONE-HALF OF THE SOUTHEAST ONE-QUARTER, 684.29 FEET TO THE NORTHEAST CORNER OF THE OF THE WEST ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 29; THENCE S 00°04'58" E, ALONG THE EAST LINE OF THE WEST ONE HALF THE THE SOUTHEAST ONE-QUARTER, 1834.12 FEET; THENCE S 89°37'45" E A DISTANCE OF 1332.18 FEET TO THE EAST LINE OF SAID SECTION 29; THENCE S 00°05' 29" E ALONG THE EAST LINE OF SECTION 29 A DISTANCE OF 812.94 FEET TO THE NORTHEAST CORNER OF SECTION 32, TOWNSHIP 18 SOUTH, RANGE 33 EAST; THENCE S 00° 14'52" E ALONG THE EAST LINE OF SECTION 32 A DISTANCE OF 1304.58 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 33; THENCE S 89°57'51" E ALONG THE NORTH LINE OF THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 33 A DISTANCE OF 1324.08 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 33; THENCE S 00°09'18" E ALONG THE EAST LINE OF THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 33, A DISTANCE OF 1298.76 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 33; THENCE S 00°16'26" E ALONG THE EAST LINE OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 33 A DISTANCE OF 1306.92 FEET TO THE NORTH LINE OF THE SOUTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION 33; THENCE N 89°47'25" E ALONG THE NORTH LINE OF THE SOUTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER A DISTANCE OF 1320.92 FEET TO THE NORTHEAST CORNER OF THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SECTION 33; THENCE S 00° 03'41" E ALONG THE EAST LINE OF THE SOUTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION 33 A DISTANCE OF 1307.06 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF SECTION 4, TOWNSHIP 17 SOUTH, RANGE 33 EAST; THENCE S 00°58'55" E ALONG THE EAST LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 4 A DISTANCE OF 2039.28 FEET; THENCE S 89°23'12" W A DISTANCE OF 176.00 FEET; THENCE S 00°58'55" E A DISTANCE OF 578.00 FEET TO THE NORTH LINE OF THE SOUTHWEST ONE-QUARTER OF SECTION 4; THENCE S 89° 23'12" W ALONG THE NORTH LINE OF THE SOUTHWEST ONE-QUARTER OF SECTION 4 A DISTANCE OF 176.00 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST ONE-QUARTER OF SECTION 4; THENCE S 00°58'55" E ALONG THE EAST LINE OF THE SOUTHWEST ONE QUARTER OF SECTION 4 A DISTANCE OF 2624.38 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 17 SOUTH, RANGE 33 EAST; THENCE S 00°42'24" E ALONG THE EAST LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 9 A DISTANCE OF 1582.42 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF PIONEER TRAIL AND THE POINT OF BEGINNING OF THIS DESCRIPTION.

ABOVE DESCRIBED LANDS CONTAINING 1208 ACRES, MORE OR LESS

EXHIBIT "A"

**LEGAL DESCRIPTION
WOODHAVEN PLANNED UNIT DEVELOPMENT
(Page 4 of 4)**

Less and except the following property now part of the Doris Leeper Spruce Creek Preserve:

A PORTION OF THE FOLLOWING DESCRIBED PROPERTY LYING EAST OF INTERSTATE HIGHWAY 95:
THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 16 SOUTH, RANGE 33 EAST, TOGETHER WITH THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, LESS THE NORTH 511 FEET THEREOF, OF SAID SECTION 29, TOGETHER WITH THE NORTHEAST 1/4 AND THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 16 SOUTH, RANGE 33 EAST, TOGETHER WITH THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, SECTION 33, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SECTION 32, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE, ALONG THE EAST LINE OF SAID SECTION 32, S00°34'53"E, 1,304.47 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 33, N89°40'17"E, 1,324.49 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 33; THENCE ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER, S00°30'04"E, 1,298.69 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 33; THENCE, ALONG THE EAST LINE OF SAID NORTHWEST QUARTER, S00°28'23"E, 1,306.90 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 33; THENCE, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, N89°25'46"E, 1,321.44 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, S00°25'12"E, 979.77 FEET; THENCE S89°26'15"W, 2,062.40 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 95 (STATE ROAD 9), SAID POINT ALSO BEING THE BEGINNING OF A NON TANGENT CURVE CONCAVE WEST, HAVING A RADIUS OF 5,904.65 FEET, A CENTRAL ANGLE OF 13°41'21" AND A CHORD BEARING OF N16°32'46"W; THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY LINE, AND ALONG THE ARC OF SAID CURVE, 1,410.74 FEET; THENCE, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, N23°23'27"W, 5,326.34 FEET; THENCE, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, N18°20'54"W, 853.30 FEET; THENCE, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, N13°32'28"E, 501.56 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE, ALONG SAID NORTH LINE, N89°57'32"E, 687.27 FEET TO THE NORTHEAST CORNER OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 29; THENCE, ALONG THE EAST LINE OF THE WEST HALF OF SAID SOUTHEAST QUARTER, S00°26'01"E, 1,833.77 FEET TO THE SOUTH LINE OF THE NORTH 511 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 29; THENCE ALONG SAID SOUTH LINE, S89°59'41"E, 1,332.93 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 29; THENCE, ALONG SAID EAST LINE, S00°26'50"E, 812.81 FEET TO THE POINT OF BEGINNING.

CONTAINING 225.000 ACRES, MORE OR LESS.

Less and except Woodhaven - Phase 1 plat recorded March 11, 2019, in Plat Book 60 at Page 49-57, inclusive, of the Public Records of Volusia County.



STAFF REPORT

Fourth Amendment to the Master Development Agreement for the Woodhaven Planned Unit Development

CASE NO. PRZA-23-0003

REQUEST:	To amend the Master Development Agreement for the Woodhaven Planned Unit Development to establish a front setback for an uninhabitable improvement on a single-family home and clarify an existing requirement about the type and height of fencing allowed on an individual residential lot.
LOCATION:	North of Pioneer Trail, between I-95 and the Cypress Head Subdivision
OWNERS:	CC Woodhaven, LLC; Pioneer Investments of Port Orange, Inc.; and Pioneer Community Development District
APPLICANT:	CC Woodhaven, LLC
STAFF CONTACT:	Penelope Cruz, Planning Manager (386)506-5671
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	Recommended Approval 5-1 (May 25, 2023)
CITY COUNCIL:	June 20, 2023

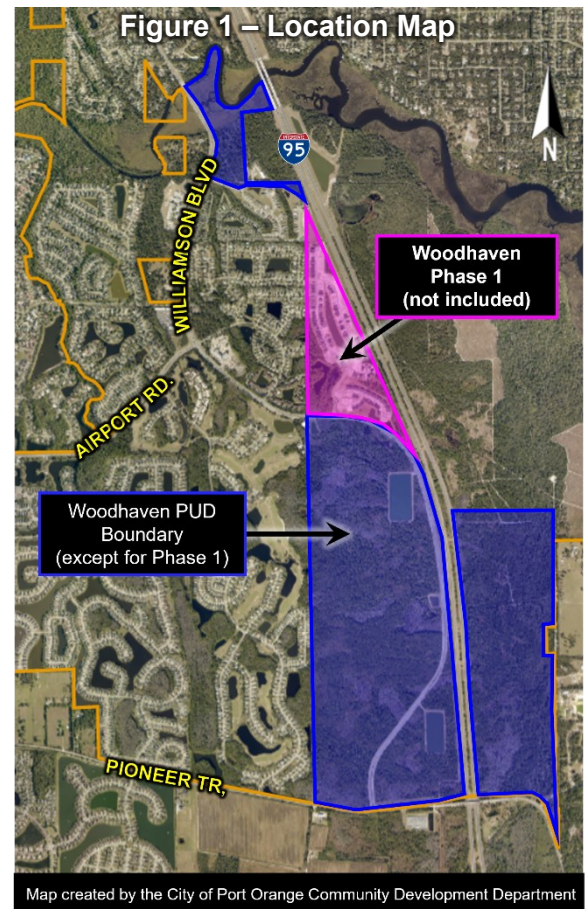
INTRODUCTION

The applicant, CC Woodhaven, LLC, is requesting an amendment to the Master Development Agreement (MDA) for the Woodhaven Planned Unit Development (PUD) to establish a front setback for an uninhabitable improvement (e.g., porches) on a single-family home and clarify an existing requirement in the MDA about the type and height of fencing allowed on an individual residential lot. The proposed amendment does **not include** Phase 1 of the PUD and does **not increase** the number of allowed residential units or commercial square footage in the PUD.

DISCUSSION

The following is an analysis of the applicant's requested changes to the Woodhaven MDA in the proposed amendment.

- 1) Establish a front setback for an uninhabitable improvement (e.g., porches) on a single-family home; and
- 2) Clarify an existing requirement in the MDA about the type and height of fencing allowed on an individual residential lot.



Front Setback for Uninhabitable Improvements

The applicant is requesting to establish a 15-foot front yard setback for uninhabitable improvements/architectural enhancements (e.g., porches) for a single-family home within the PUD, except for the houses constructed in Phase 1. Currently, the original MDA states that a single-family home (uninhabitable and habitable space) is to be set back a minimum of 20 feet from the right-of-way line, including improvements such as a front porch. The Land Development Code (LDC) does allow for a small front entry porch of less than 12 square feet to encroach 3 feet into the front yard; however, the applicant would like to offer a more prominent front porch, greater than a 12 square-foot entry porch, as an option to homebuyers.

Figure 2. Example of front porch on a ICI home set back 15-foot setback from the right-of-way (sidewalk)



According to the applicant, the 15-foot setback for uninhabitable space (e.g., porch) allows more flexibility in the design of their single-family homes to include architectural elements to improve the overall appearance of the home from the right-of-way and neighborhood. The principal structure (habitable area) and garage would still need to be

set back 20 feet from the right-of-way and ensure the required area for parking vehicles in the driveway in front of the garage is provided.

The applicant also states that when homes with uninhabitable/architectural features are laid out on lots in Phase 2 and set back 20 feet from the right-of-way, it reduces the usable rear yard and limits the area that a homeowner has to build outdoor living spaces, such as patios, decks, screen rooms, pools, etc. In addition, based on the grading along the rear of a majority of the lots in Phase 2, allowing for uninhabitable improvements such as porches to be set back 15 feet from the right-of-way will provide sufficient room in the rear yard for homeowners to build patios, decks, screen rooms, a pool, etc. and not need to request variances in the future for these features.

The applicant states that the single-family homes that will be built in Phase 2 will range in size from 1,650 square feet to 3,000+ square feet, and the price range will be between \$459,000 to \$700,000+. According to the applicant, homebuyers in this price range are looking for a home with architectural appeal and a rear yard large enough to support outdoor living space, such as patios, decks, screen rooms, pool, etc. The applicant believes that requiring uninhabitable/ architectural features to extend into the front yard will ensure there is sufficient room in the rear yard to build patios, decks, screen rooms, a pool, etc., and allow homes to be built with architectural enhancements on the front elevation which will improve the aesthetics of the neighborhood.

Figure 3. Examples of front porch designs offered on a ICI home set back 15-foot setback from the right-of-way (sidewalk)

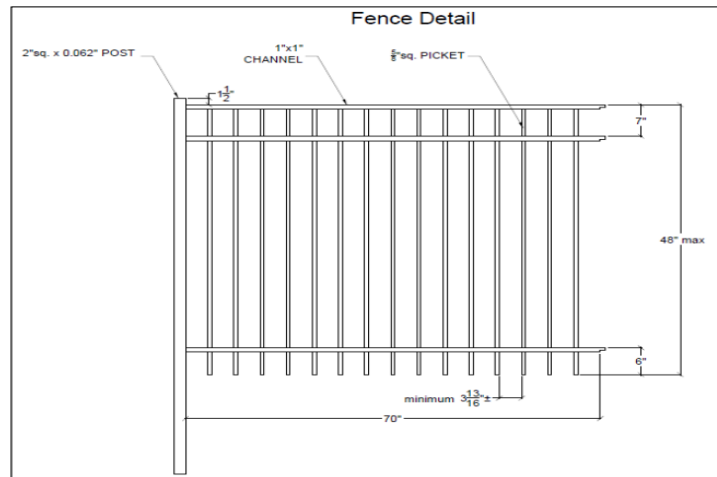


Fences

The proposed amendment further clarifies an existing requirement in the MDA about the type of fence that can be installed on any lot within the PUD except Phase 1. The current MDA states that only a picket-style fence is allowed within a rear yard. The applicant is requesting to modify their fence requirement in the MDA to say that it cannot exceed 4 feet in height, cannot be placed in the 5-foot irrigation easement located along the rear lot line, and the design of the fence is to be consistent with the design determined by ICI.

According to the applicant, the additional requirements are to ensure fences are installed in the rear yard, do not interrupt drainage, maintain aesthetics, and provide consistency with what is required by Homeowner's Association (HOA) regulations for more efficient permitting. The request by the applicant is for the fence requirements in this PUD, except Phase 1, to be more restrictive than the LDC.

Figure 4. Detail of the 4-foot, black, picket-style fence



CONSISTENCY WITH THE COMPREHENSIVE PLAN

The original MDA was found to be consistent with the City's Comprehensive Plan and City's Future Land Use (FLU) Map when it was approved in 2013. The proposed Fourth Amendment does not change the FLU designation for the property, does not increase the number of allowed residential units or commercial square footage in the PUD, and is consistent with the general intent of the Comprehensive Plan.

PUBLIC NOTICE

A Public Notice sign was posted on the site on May 9, 2023. As of the time this agenda item was prepared, staff has not received any phone calls regarding the proposed PUD amendment.

RECOMMENDATION

Staff recommends approval of the Fourth Amendment to the Woodhaven Master Development Agreement, subject to the City Attorney's review of legal form and content.

ATTACHMENT

Exhibit 1 – Fourth Amendment to the Woodhaven Master Development Agreement (See *Ordinance Exhibit*)

EXHIBIT "A"

LEGAL DESCRIPTION WOODHAVEN PLANNED UNIT DEVELOPMENT

(Page 1 of 5)

A PART OF SECTIONS 29, 32 AND 33, TOWNSHIP 16 SOUTH, RANGE 33 EAST, AND A PART OF SECTIONS 4, 5, 8 AND 9, TOWNSHIP 17 SOUTH, RANGE 33 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF PIONEER TRAIL AND THE WEST LINE OF THE EAST ONE-HALF OF SECTION 8, TOWNSHIP 17 SOUTH, RANGE 33 EAST; THENCE N 01°21'03" W, ALONG THE WEST LINE OF THE EAST ONE-HALF OF SAID SECTION 8, 384.80 FEET TO THE SOUTHWEST CORNER OF THE EAST ONE-HALF OF SECTION 5, TOWNSHIP 17 SOUTH, RANGE 33 EAST; THENCE N 00°38'02" W, ALONG THE WEST LINE OF THE EAST ONE-HALF OF SAID SECTION 5, A DISTANCE OF 5316.53 FEET TO THE SOUTHWEST CORNER OF THE EAST ONE-HALF OF SECTION 32, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE N 00°43'04" W, ALONG THE WEST LINE OF THE EAST ONE-HALF OF SAID SECTION 32, A DISTANCE OF 5281.63 FEET TO THE SOUTHWEST CORNER OF THE EAST ONE-HALF OF SECTION 29, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE N 00°25'15" W, ALONG THE WEST LINE OF THE EAST ONE-HALF OF SAID SECTION 29, A DISTANCE OF 1322.31 FEET TO THE NORTH-EAST CORNER OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 29; THENCE N 01°24'22"E, ALONG THE EAST LINE OF THE SOUTHWEST ONE-QUARTER, A DISTANCE OF 579.693 FEET TO A POINT LYING 100 WESTERLY OF, WHEN MEASURED PERPENDICULAR TO, A FLORIDA POWER AND LIGHT COMPANY EASEMENT, AS RECORDED IN OFFICIAL RECORD BOOK 2980, PAGE 0441, THENCE N 23°21'45" W AND PARALLEL TO SAID EASEMENT A DISTANCE OF 32.01 FEET TO A POINT ON A CURVE, SAID CURVE HAVING A RADIUS OF 950.00 FEET, A CHORD BEARING OF N 56°41'11" W AND A CHORD LENGTH OF 1043.81 FEET; THENCE ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 66°38'52", AN ARC DISTANCE OF 1105.06 FEET TO A POINT THAT IS 100 FEET SOUTHERLY OF, AS MEASURED PERPENDICULAR TO, ABOVE DESCRIBED FLORIDA POWER AND LIGHT COMPANY EASEMENT; THENCE S 89°59'23" W, PARALLEL TO SAID EASEMENT A DISTANCE OF 249.78 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 600.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 15°14'06", AN ARC DISTANCE OF 159.54 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 700.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 36°19'20", AN ARC DISTANCE OF 443.76 FEET TO THE POINT OF TANGENCY THEREOF; THENCE N 68°55'23" W A DISTANCE OF 488.02 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 600.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 05°58'50", AN ARC DISTANCE OF 82.63 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF AIRPORT ROAD; THENCE N 15°17'59" E, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF AIRPORT ROAD A DISTANCE OF 436.02 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST, SAID CURVE HAVING A RADIUS OF 1100.00 FEET; THENCE, ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 42°32'50", AN ARC DISTANCE OF 816.85 FEET; THENCE N 27°14'51" W A DISTANCE OF 364.55 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST, SAID CURVE HAVING A RADIUS OF 31,436.56 FEET; THENCE ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 01°05'48", AN ARC DISTANCE OF 601.69 FEET, MORE OR LESS, TO THE SOUTH LINE OF SPRUCE CREEK; THENCE ALONG THE SOUTH LINE OF SPRUCE CREEK, IN A GENERALLY NORTHERLY DIRECTION, TO INTERSECT WITH THE NORTH LINE OF SECTION 29, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE S 89°59'01" E ALONG THE NORTH LINE OF SAID SECTION 29 A DISTANCE OF 226.11 FEET, MORE OR LESS, TO THE WESTERLY LINE OF SPRUCE CREEK; THENCE ALONG SPRUCE CREEK, SOUTHERLY AND NORTHERLY, TO THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 95 (S.R. 9), AS SHOWN OF THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 79002-2407; THENCE S 23°21'45" E, ALONG SAID RIGHT-OF-WAY LINE, 870 FEET; MORE OR LESS, TO THE NORTH LINE OF THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 29; THENCE S 89°

EXHIBIT "A"

LEGAL DESCRIPTION WOODHAVEN PLANNED UNIT DEVELOPMENT (Page 2 of 4)

56°07' W, ALONG THE NORTH LINE OF THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 29, 626.71 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 29; THENCE S 00°24' 16" E, ALONG THE WEST LINE OF THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 29, 1320.13 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 29; THENCE N 89°59' 23" E, ALONG THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 29, A DISTANCE OF 1187.83 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95; THENCE S 23°21'45" E, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 5925.95 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHWEST, SAID CURVE HAVING A RADIUS OF 11,359.30 FEET; THENCE, ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 04°21'58", AN ARC DISTANCE OF 865.83 FEET TO THE NORTHERLY LINE OF A 50.00 FOOT F.D.O.T HAUL ROAD ACCESSING BORROW PIT NO. 6, AS DESCRIBED IN OFFICIAL RECORD BOOK 1897, PAGES 97 THROUGH 99; THENCE S 66°38'15" W, ALONG SAID HAUL ROAD 301.47 FEET TO THE NORTH LINE OF BORROW PIT NO. 6; THENCE S 89°28'15" W, ALONG THE NORTH LINE OF BORROW PIT NO. 6, 435.33 FEET TO THE WEST LINE OF BORROW PIT NO. 6; THENCE S 00°31'45" E, ALONG THE WEST LINE OF BORROW PIT NO. 6, 500.00 FEET TO THE SOUTH LINE OF BORROW PIT NO. 6; THENCE N 89°28'15" E, ALONG THE SOUTH LINE OF BORROW PIT NO. 6, 500.00 FEET TO THE EAST LINE OF BORROW PIT NO. 6; THENCE N 00°31'45" W, ALONG THE EAST LINE OF BORROW PIT NO. 6, 348.41 FEET; THENCE N 23°21'45" W, 118.55 FEET TO THE SOUTHERLY LINE OF AFORESAID 50.00 FOOT HAUL ROAD; THENCE N 66°38'15" E, ALONG SAID HAUL ROAD, A DISTANCE OF 297.53 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95, SAID POINT LYING IN A CURVE TO THE SOUTHWEST, SAID CURVE HAVING A RADIUS OF 11,359.30 FEET; A CHORD BEARING OF S 11°37'02" E, AN A CHORD LENGTH OF 2817.95 FEET; THENCE, ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 14°15'01", AN ARC DISTANCE OF 2825.23 FEET; THENCE S 04°29'32" E, 2954.25 FEET TO THE NORTHERLY LINE OF AN F.D.O.T HAUL ROAD ACCESSING BORROW PIT NO. 5, AS DESCRIBED IN OFFICIAL RECORD BOOK 1897, PAGES 97-99; THENCE S 85°30'28" W, ALONG SAID HAUL ROAD, 322.12 FEET TO THE EAST LINE OF BORROW PIT NO. 5; THENCE N 01°11'32" W, ALONG THE EAST LINE OF BORROW PIT NO. 5, 449.92 FEET TO THE NORTH LINE OF SAID BORROW PIT; THENCE S 88°48'28" W, ALONG THE NORTH LINE OF SAID BORROW PIT, 400.00 FEET TO THE WEST LINE OF SAID BORROW PIT; THENCE S 01°11'32" E, ALONG THE NORTH LINE OF SAID BORROW PIT, 900.00 FEET TO THE SOUTH LINE OF SAID BORROW PIT; THENCE N 88°48'28" E, ALONG THE SOUTH LINE OF SAID BORROW PIT, 400.00 FEET TO THE EAST LINE OF SAID BORROW PIT; THENCE N 01°11'32" W, ALONG THE EAST LINE OF SAID BORROW PIT, 400.00 FEET TO THE SOUTHERLY LINE OF AFOREMENTIONED 50.00 FOOT HAUL ROAD; THENCE N 85°30'28" E, ALONG THE SOUTHERLY LINE OF SAID HAUL ROAD, 325.00 FEET TO THE WESTERLY LINE OF INTERSTATE 95; THENCE S 04°29'32" E, ALONG SAID RIGHT-OF-WAY LINE, 1455.88 FEET TO THE NORTHERLY LINE OF THE I-95 LIMITED ACCESS RIGHT-OF-WAY; THENCE, ALONG SAID RIGHT-OF-WAY, S 84°44'18" W, A DISTANCE OF 125.61 FEET; THENCE S 79°01'40" W, A DISTANCE OF 502.49 FEET; THENCE S 84°44'18" W, A DISTANCE OF 210.19 FEET; THENCE S 08°04'28" E, A DISTANCE OF 20.32 FEET TO THE NORTHERLY RIGHT-OF-WAY OF PIONEER TRAIL; THENCE, ALONG THE NORTHERLY RIGHT-OF-WAY OF PIONEER TRAIL, S 83°53'59" W, A DISTANCE OF 1170.08 FEET; THENCE S 84°37'22" W, A DISTANCE OF 174.58 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST, SAID CURVE HAVING A RADIUS OF 795.59 FEET; THENCE, ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 13°34'54", AN ARC DISTANCE OF 188.59 FEET; THENCE N 81°47'44" W, A DISTANCE OF 119.32 FEET; THENCE N 80°38'20" W, A DISTANCE OF 696.51 FEET; THENCE N 79°05'49" W, A DISTANCE OF 696.51 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

TOGETHER WITH:

EXHIBIT "A"

LEGAL DESCRIPTION WOODHAVEN PLANNED UNIT DEVELOPMENT

(Page 3 of 4)

OF SECTIONS 4, 5, 8 AND 9, TOWNSHIP 17 SOUTH, RANGE 33 EAST, CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: Book: 4
Page: 4

FOR A POINT OF BEGINNING COMMENCE AT THE INTERSECTION OF THE WEST LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 17 SOUTH, RANGE 33 EAST AND THE NORTHERLY RIGHT-OF-WAY LINE OF PIONEER TRAIL; THENCE N 17°11' 56" W ALONG THE NORTHERLY LINE OF PIONEER TRAIL A DISTANCE OF 572.58 FEET; THENCE N 17°22'20" W A DISTANCE OF 435.83 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 363.92 FEET, A CHORD BEARING OF N 44°32'43" W AND A CHORD LENGTH OF 332.39 FEET; THENCE ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 54°20'47", AN ARC DISTANCE OF 345.19 FEET TO INTERSECT WITH THE EASTERLY RIGHT-OF-WAY LINE OF THE I-95 LIMITED ACCESS RIGHT-OF-WAY; THENCE N 19°03'29" W, ALONG SAID RIGHT-OF-WAY LINE, 24.67 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID LIMITED ACCESS RIGHT-OF-WAY, SAID POINT LYING ON A CURVE TO THE SOUTHWEST, SAID CURVE HAVING A RADIUS OF 431.97 FEET, A CHORD BEARING OF N 82°28'32" W AND A CHORD LENGTH OF 172.44 FEET; THENCE ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 23°01'57", AN ARC DISTANCE OF 173.65 FEET; THENCE N 03°58'28" W, A DISTANCE OF 10.00 FEET; THENCE S 85°04'48" W, A DISTANCE OF 295.84 FEET; THENCE S 88°53'39" W, A DISTANCE OF 601.33 FEET; THENCE S 85°04'48" W, 124.35 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95 (S.R. 9); THENCE N 04°08'45" W, ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 5070.93 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST, SAID CURVE HAVING A RADIUS OF 5904.65 FEET; THENCE ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 18°52'13", AN ARC DISTANCE OF 1944.69 FEET; THENCE N 23°00' 58" W A DISTANCE OF 5325.67 FEET; THENCE N 17°58'25" W, A DISTANCE OF 853.30 FEET; THENCE N 13°59'11" E A DISTANCE OF 502.04 FEET TO THE NORTH LINE OF THE WEST ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SECTION 29, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE S 89°39'50" E, ALONG THE NORTH LINE OF THE WEST ONE-HALF OF THE SOUTHEAST ONE-QUARTER, 684.29 FEET TO THE NORTHEAST CORNER OF THE WEST ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 29; THENCE S 00°04'58" E, ALONG THE EAST LINE OF THE WEST ONE HALF THE THE SOUTHEAST ONE-QUARTER, 1834.12 FEET; THENCE S 89°37'45" E A DISTANCE OF 1332.18 FEET TO THE EAST LINE OF SAID SECTION 29; THENCE S 00°05' 29" E ALONG THE EAST LINE OF SECTION 29 A DISTANCE OF 812.94 FEET TO THE NORTH-EAST CORNER OF SECTION 32, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE S 00° 14'52" E ALONG THE EAST LINE OF SECTION 32 A DISTANCE OF 1304.58 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 33; THENCE S 89°57'51" E ALONG THE NORTH LINE OF THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 33 A DISTANCE OF 1324.08 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 33; THENCE S 00°09'18" E ALONG THE EAST LINE OF THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 33 A DISTANCE OF 1298.76 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 33; THENCE S 00°16'26" E ALONG THE EAST LINE OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 33 A DISTANCE OF 1306.92 FEET TO THE NORTH LINE OF THE SOUTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION 33; THENCE N 89°47'25" E ALONG THE NORTH LINE OF THE SOUTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER A DISTANCE OF 1320.92 FEET TO THE NORTHEAST CORNER OF THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SECTION 33; THENCE S 00° 03'41" E ALONG THE EAST LINE OF THE SOUTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION 33 A DISTANCE OF 1307.06 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF SECTION 4, TOWNSHIP 17 SOUTH, RANGE 33 EAST; THENCE S 00°58'55" E ALONG THE EAST LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 4 A DISTANCE OF 2039.28 FEET; THENCE S 89°23'12" W A DISTANCE OF 176.00 FEET; THENCE S 00°58'55" E A DISTANCE OF 578.00 FEET TO THE NORTH LINE OF THE SOUTHWEST ONE-QUARTER OF SECTION 4; THENCE S 89° 23'12" W ALONG THE NORTH LINE OF THE SOUTHWEST ONE-QUARTER OF SECTION 4 A DISTANCE OF 176.00 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST ONE-QUARTER OF SECTION 4; THENCE S 00°58'55" E ALONG THE EAST LINE OF THE SOUTHWEST ONE QUARTER OF SECTION 4 A DISTANCE OF 2624.38 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 17 SOUTH, RANGE 33 EAST; THENCE S 00°42'24" E ALONG THE EAST LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 9 A DISTANCE OF 1582.42 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF PIONEER TRAIL AND THE POINT OF BEGINNING OF THIS DESCRIPTION.

ABOVE DESCRIBED LANDS CONTAINING 1208 ACRES, MORE OR LESS

EXHIBIT "A"
LEGAL DESCRIPTION
WOODHAVEN PLANNED UNIT DEVELOPMENT
(Page 4 of 4)

Less and except the following property now part of the Doris Leeper Spruce Creek Preserve:

OF SECTION 29, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE, ALONG SAID NORTH LINE, N89°57'32"E, 687.27 FEET TO THE NORTHEAST CORNER OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 29; THENCE, ALONG THE EAST LINE OF THE WEST HALF OF SAID SOUTHEAST QUARTER, S00°26'01"E, 1,833.77 FEET TO THE SOUTH LINE OF THE NORTH 511 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 29; THENCE ALONG SAID SOUTH LINE, S89°59'41"E, 1,332.93 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 29; THENCE, ALONG SAID EAST LINE, S00°26'50"E, 812.81 FEET TO THE POINT OF BEGINNING.

CONTAINING 225.000 ACRES, MORE OR LESS.

Less and except Woodhaven - Phase 1 plat recorded March 11, 2019, in Plat Book 60 at Page 49-57, inclusive, of the Public Records of Volusia County.



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 7/18/2023

SUBJECT: (H19) Second Reading - Ordinance No. 2023-06 - Second Amendment to the Master Development Agreement for the Southwinds Center Planned Commercial Development (Case No. PRZA-23-0002)

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Ordinance No. 2023-06, Second Amendment to the Master Development Agreement for the Southwinds Center Planned Commercial Development and authorize Mayor and City Clerk to sign all necessary documents.

SUMMARY: PLANNING COMMISSION ACTION (5/25/23): Recommended Approval (5-0, 1 Abstaining)

The subject property is zoned Planned Commercial Development (PCD) and is Lot #2 of the Southwinds Center PCD. In 2008, Lot 2 was developed with a commercial multi-tenant building with seven (7) tenant spaces in accordance with all site development requirements in the Land Development Code (LDC) and the Southwinds Center Master Development Agreement (MDA). The applicant, Shoppes at Southwinds, LLC, is requesting an amendment to the Southwinds Center MDA to add uses allowed in the Community Commercial (CC) zoning district, as allowed uses on Lot 2 of the PCD, except the convenience store with or without fuel operation, fleet-based service, and motor vehicle service station uses, and no more than one (1) restaurant with a drive-thru.



Map created by the City of Port Orange Community Development Department



The applicant recently spoke to staff about a potential beauty salon tenant in the multi-tenant building on Lot 2. According to the LDC, a beauty salon is a “personal service” use and is not listed as an allowed use in the Southwinds Center MDA, although other community-scale commercial uses commonly found in a commercial multi-tenant building are listed. Therefore, the applicant is proposing to amend the MDA to expand the uses allowed on Lot 2 to include “personal service” along with other uses typically found in a commercial multi-tenant building in Port Orange. A few examples of other multi-tenant buildings developed under the Community Commercial (CC) zoning district include Gulfstream Village (4637 Clyde Morris Blvd.), Ravenwood Square (4606 Clyde Morris Blvd.), Tuscan Village Shoppes (3510 Nova Rd.), and the Regal Center (3780 Nova Rd.).

During the 1980s and 1990s, several commercial properties were zoned PCD, and the allowed uses listed in the MDAs were based on specific development proposed at that time. When older MDAs list a limited number of uses or specific uses, some of the uses can become outdated (e.g. video rental store), and the list of allowed uses is not able to adapt to changes in the economy, technology, and trends. Therefore, referencing the uses in an existing city conventional zoning category as the allowed uses for a PCD provides flexibility in the mixture of uses that can be established and for the list of allowed uses to adapt to changes in the economy and technology through periodic updates to the LDC.

The subject property has a *Commercial* Future Land Use (FLU) designation, and if developed under conventional zoning, the Community Commercial (CC) zoning would be applied. The CC zoning district permits typical community-scale commercial uses commonly found at commercial multi-tenant buildings and outparcels of this type, such as retail stores, restaurants with or without a drive-thru, personal services (hair salons, barber shops, nail salons, retail dry cleaning, etc.), offices, breweries, health/exercise clubs, childcare centers, banks, and similar uses. The proposed amendment would add most of the uses allowed in the CC zoning district, except for convenience store with or without fuel operation, fleet-based service, and motor vehicle service station uses, and limit only one restaurant with a drive-thru, to the list of allowed uses for Lot 2. This amendment to update the list of allowed uses on Lot 2 is an effort to encourage the ongoing viability of this existing commercial property and provide a community-scale commercial development with a mixture of tenants to serve the surrounding area.

The Staff Report is attached for more information.

PRESENTER: Penelope Cruz, Tim Burman

ATTACHMENTS:

1.	Ordinance 2023-06 with exhibit	Ordinance 2023-06 with exhibit.pdf
2.	STAFF REPORT	STAFF REPORT.pdf

Penelope Cruz
Tracee Cody

Created/Initiated - 6/21/2023
Final Approval - 6/29/2023

ORDINANCE NO. 2023-06

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, APPROVING THE FOURTH
AMENDMENT TO SECOND AMENDMENT TO THE
AMENDED AND RESTATED MASTER DEVELOPMENT
AGREEMENT FOR SOUTHWINDS CENTER PLANNED
COMMERCIAL DEVELOPMENT; PROVIDING FOR THE
REPEAL OF CONFLICTING ORDINANCES; PROVIDING
FOR SEVERABILITY OF; AND PROVIDING AN EFFECTIVE
DATE.

WHEREAS, the City and Developer desire to enter into the Second Amendment to the Amended and Restated Master Development Agreement for Southwinds Center Planned Commercial Development (hereinafter referred to as the “Second Amendment”); and

WHEREAS, the Owner 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 majority vote recommended approval of the proposed Second Amendment; and

WHEREAS, the City Council has approved by a majority vote of the members present 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 (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 DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the day of _____, 2023

Passed and adopted on second and final reading on the day of _____, 2023

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

EXHIBIT "1"

Document Prepared By:
Lloyd G. Barnard, JR.
Shoppes at Southwinds II LLC
809 Highpoint Drive
Port Orange, FL 32127

SECOND AMENDMENT TO THE AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT FOR SOUTHWINDS CENTER PLANNED COMMERCIAL DEVELOPMENT

This Second Amendment to the Amended and Restated Master Development Agreement for Southwinds Center Planned Commercial Development ("Agreement") is made and entered into by and between the City of Port Orange, a chartered municipal corporation located in Volusia County, Florida ("City"), whose address is 1000 City Center Circle, Port Orange, Florida 32129, and Shoppes at Southwinds II LLC ("Owner"), whose address is 809 Highpoint Drive, Port Orange, FL 32127.

WHEREAS, the City, and Samuel Oroshnik, David J. Oroshnik and Judith E. Oroshnik, as Trustees of the Port Orange Venture Trust ("Prior Owners"), under Agreement dated September 28, 2000, previously entered into the Amended and Restated Master Development Agreement for Southwinds Center Planned Commercial Development recorded at Official Record Book 5135, page 4535, Public Records of Volusia County, Florida ("MDA") which agreement is a covenant that binds all persons, firms or corporations that may become a subsequent owner or successor in interest, directly or indirectly of any portion of the property subject thereto; and

WHEREAS, the City and Owner entered into the First Amendment to the Amended and Restated Master Development Agreement for Southwinds Center Planned Commercial Development recorded at Official Record Book 6142, page 3617, Public Records of Volusia County, Florida ("First Amendment"); and

WHEREAS, the Owner is the record title owner of Lot 2 as depicted on the First Amendment and more particularly described in Exhibit "A" ("Lot 2"), which is the only property impacted by this Agreement; and

WHEREAS, the Owner consents to this Agreement whereby Lot 2 will be bound by all terms and conditions of this Agreement henceforth; and

WHEREAS, the City and Owner wish to further amend the MDA as it applies to Lot 2 for the purposes as set forth hereinbelow.

NOW, THEREFORE, for good and valuable consideration of the mutual covenants contained herein and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree to and with the intent to be legally bound and to bind their successors and assigns do hereby as follows:

1. The recitals and premises set forth above are true and correct, form a material part of this Agreement and are incorporated herein by reference.

2. Section 5 of the MDA, **Permitted Use.**, is hereby amended as follows [additions shown in UNDERLINE, deletions shown in ~~STRIKETHROUGH~~]:

Section 5. Permitted Use:

~~The two lots~~ Lot 1 may be used for a drug store/pharmacy with drive-thru lanes, general retail sales and services, grocery stores, video rental stores, restaurants (without drive-thru lanes), shopping center, child care facility, financial facility (bank, savings and loan, credit union, etc.) with drive-thru lanes, furniture or appliance store, offices (medical or professional), or a laundry/dry cleaning (pick-up station only).

Lot 2 may be used for all permitted uses and permitted uses with special development requirements in the Community Commercial (CC) zoning district, except for convenience stores with or without fuel operations, fleet-based services, and motor vehicle service stations, and except that only one restaurant with a drive-thru shall be permitted.

3. This Agreement shall be effective as of the date it is executed by all parties.

4. This Agreement shall be recorded in the public records of Volusia County, Florida, at the Owner's expense.

5. The MDA, as previously enacted and amended by the First Amendment thereto, shall remain in full force and effect except with respect to those matters specifically amended by this Agreement.

[THE BALANCE OF THIS PAGE WAS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto attached their hands and seals on the dates set forth below:

Signed, sealed and delivered
In the presence of:

CITY OF PORT ORANGE, FLORIDA
a Florida municipal corporation

Witness 1:

By: _____
Donald O. Burnette, Mayor

Print Name of Witness 1

Witness 2:

Attest:
By: _____
Robin L. Fenwick, MMC, City Clerk

Print Name of Witness 2

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of **[XX]** physical presence or **[]** online notarization this ____ day of _____, 2023 by Donald O. Burnette, Mayor, and Robin L. Fenwick, City Clerk, both of the City of Port Orange, Florida, a chartered municipal corporation, on behalf of the City. They are personally known to me and did not take an oath.

Notary Public
Commission No: _____

**Signed, sealed and delivered
In the presence of:**

PROPERTY OWNER:
Shoppes at Southwinds II LLC,
a Florida limited liability company

Witness 1:

By: _____
Lloyd G. Barnard, JR, Manager

Print Name of Witness 1

Witness 2:

Print Name of Witness 2

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this ____ day of _____, 2023 by Lloyd G. Barnard, JR, Manager of Shoppes at Southwinds II LLC, a Florida Limited Liability Company. He is ____ personally known to me or ____ produced _____ as identification and did not take an oath.

Notary Public
Commission No: _____

EXHIBIT "A"

A portion of Lots 9 and 10, Bennetts South Daytona Subdivision, Map Book 6, page 11, Public Records of Volusia County, Florida, described as follows: Begin at the intersection of the Easterly right-of-way line of Clyde Morris Boulevard, a 100 foot right-of-way, with the South right-of-way line of Southwinds Drive, an 80 foot right-of-way, as shown on the plat of Southwinds P.U.D., Phase II, recorded in Map Book 39, pages 67 and 68, Public Records of Volusia County, Florida; from the Point of Beginning, run along the boundary of said Southwinds P.U.D. the following courses and distances: From the P.C. of a curve, concave Southeasterly, having a radius of 25.00 feet and a central angle of 90° 00' 00"; thence run Easterly along the arc of said curve a distance of 39.27 feet; thence South 88° 54' 57" East, a distance of 266.50 feet to the P.C. of a curve, concave Southwesterly, having a radius of 25.00 feet and a central angle of 83° 28' 49"; thence run Southerly along the arc of said curve, a distance of 36.43 feet to the P.R.C. of a curve, concave Westerly, having a radius of 350.00 feet and a central angle of 43° 21' 47"; thence run Southerly along the arc of said curve, a distance of 264.89 feet to P.R.C. of a curve, concave Westerly having a radius of 25.00 feet and a central angle of 48° 37' 53"; thence run Southerly along the arc of said curve 21.22 feet; thence South 00° 10' 02" East, a distance of 251.06 feet along the Westerly right-of-way line of Tradewinds Lane as shown on the plat of said Southwinds P.U.D.; thence departing the boundary of said Southwinds P.U.D., Phase II, run South 89° 49' 58" West, a distance of 453.03 feet to the Easterly right-of-way line of Clyde Morris Boulevard, a 100 foot right-of-way, thence North 01° 05' 03" East along said right-of-way, a distance of 504.54 feet to the Point of Beginning.

LESS AND EXCEPT:

A portion of Lots 9 and 10, Bennetts South Daytona Subdivision, Map Book 6, Page 11, Public Records of Volusia County, Florida, described as follows:

Commence at the intersection of the Easterly right of way line of Clyde Morris Boulevard, a 100 foot right of way with the South right of way line of Southwinds P.U.D., Phase II, recorded in Map Book 39, Pages 67 and 68, Public Records of Volusia County, Florida; from the point of commencement, run along the boundary of said Southwinds P.U.D. the following courses and distances: From the P.C. of a curve, concave Southeasterly, having a radius of 25.00 feet and a central angle of 90° 00'00"; thence run Easterly along the arc of said curve, a distance of 39.27 feet; thence South 88° 54'57" East, a distance of 266.50 feet to the P.C. of a curve, concave Southwesterly, having a radius of 25.00 feet and a central angle of 83° 28'49"; thence run Southerly along the arc of said curve, a distance of 36.43 feet to the P.R.C. of a curve, concave Westerly, having a radius of 350.00 feet and a central angle of 37° 55'44"; thence run Southerly along the arc of said curve, a distance of 231.69 feet for the Point of Beginning; thence continue along the arc of said curve with a radius of 350.00 feet, through a central angle of 05° 26'03", a distance of 33.19 feet to the P.R.C. of a curve concave Westerly having a radius of 25.00 feet and a central angle of 48° 37'53"; thence run Southerly along the arc of said curve, 21.22 feet; thence South 00° 10'02" East, a distance of 251.06 feet along the Westerly right of way line of Tradewinds Lane as shown on the plat of said Southwinds P.U.D.; thence departing the boundary of said Southwinds P.U.D., Phase II, run South 89° 49'58" West, a distance of 453.03 feet to the Easterly right of way line of Clyde Morris Boulevard, a 100 foot right of way; thence North 01° 05'03" East along said right of way, a distance of 292.97 feet; thence North 89° 49'54" East departing said East right of way line, 414.32 feet to the Point of Beginning.



STAFF REPORT

Second Amendment to the Master Development Agreement for the Southwinds Center Planned Commercial Development

CASE NO. PRZA-23-0002

REQUEST:	To amend the Master Development Agreement for the Southwinds Center Planned Commercial Development to add the allowed uses in the Community Commercial Zoning District as allowed uses on Lot 2 of the PCD, except the convenience store with or without fuel operation, fleet-based service, and motor vehicle service station uses, and no more than one restaurant with a drive-thru.
LOCATION:	3751 S. Clyde Morris Boulevard (Figure 1)
OWNER/APPLICANT:	Shoppes at Southwinds II, LLC
STAFF CONTACT:	Penelope Cruz, Planning Manager (386)506-5671
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	Recommended Approval 5-0, 1 Abstaining (May 25, 2023)
CITY COUNCIL:	June 20, 2023

INTRODUCTION

The subject property is zoned Planned Commercial Development (PCD) and is Lot #2 of the Southwinds Center PCD (Figure 1). In 2008, Lot 2 was developed with a commercial multi-tenant building (Figure 1) with seven (7) tenant spaces in accordance with all site development requirements in the Land Development Code (LDC) and the Southwinds Center Master Development Agreement (MDA). The applicant, Shoppes at Southwinds, LLC, is requesting an amendment to the Southwinds Center MDA to add uses allowed in the Community Commercial (CC) zoning district, as allowed uses on Lot 2 of the PCD, except the convenience store with or without fuel operation, fleet-based service, and motor vehicle service station uses, and no more than one (1) restaurant with a drive-thru.

Figure 1. Location Map of Lot #2 and Picture of Multi-Tenant Building on Lot #2



Map created by the City of Port Orange Community Development Department

DISCUSSION

The applicant recently spoke to staff about a beauty salon as a potential tenant in the multi-tenant building on Lot 2. According to the LDC, a beauty salon is a “personal service” use and is not listed as an allowed use in the Southwinds Center MDA, although other community-scale commercial uses commonly found in a commercial multi-tenant building are listed. Therefore, the applicant is proposing to amend the MDA to expand the uses allowed on Lot 2 to include “personal service” along with other uses typically found in a commercial multi-tenant building in Port Orange. A few examples of other multi-tenant buildings developed under the Community Commercial (CC) zoning include Gulfstream Village (4637 Clyde Morris Blvd.), Ravenwood Square (4606 Clyde Morris Blvd.), Tuscan Village Shoppes (3510 Nova Rd.), and the Regal Center (3780 Nova Rd.).

During the 1980s and 1990s, several commercial properties were zoned PCD, and the allowed uses listed in the MDAs were based on specific development proposed at that time. When older MDAs list a limited number of uses or specific uses, some of the uses can become outdated (e.g. video rental store), and the list of allowed uses is not able to adapt to changes in the economy, technology, and trends. Therefore, referencing the uses in an existing city conventional zoning category as the allowed uses for a PCD provides flexibility in the mixture of uses that can be established and for the list of allowed uses to adapt to changes in the economy and technology through periodic updates to the LDC. Below is the current list of allowed uses in the Southwinds Center MDA for Lot 2 and Exhibit 1 provides the list of uses that would be allowed on Lot 2 if the Second Amendment is approved.

Uses Currently Allowed on Lot 2 of the Southwinds Center PCD

- Drug store/pharmacy with drive-thru lanes,
- General retail sales and services,
- Grocery stores,
- Video rental stores,
- Restaurants (without drive-thru lanes),
- Shopping center,
- Childcare facility,
- Financial facility (bank, savings and loan, credit union, etc.) with drive-thru lanes,
- Furniture or appliance store,
- Offices (medical or professional), or
- Laundry/dry cleaning (pick-up station only).

The subject property has a *Commercial* Future Land Use (FLU) designation, and if developed under conventional zoning, the Community Commercial (CC) zoning would be applied. The CC zoning district permits typical community-scale commercial uses commonly found at commercial multi-tenant buildings and outparcels of this type, such as retail stores, restaurants with or without a drive-thru, personal services (hair salons, barber shops, nail salons, retail dry cleaning, etc.), offices, breweries, health/exercise clubs, childcare centers, banks, and similar uses. The proposed amendment would add most of the uses allowed in the CC zoning district, except for convenience store with or

without fuel operation, fleet-based service, and motor vehicle service station uses, and limit only one restaurant with a drive-thru, to the list of allowed uses for Lot 2. This amendment to update the list of allowed uses on Lot 2 is an effort to encourage the ongoing viability of this existing commercial property and provide a community-scale commercial development with a mixture of tenants to serve the surrounding area.

CONSISTENCY WITH THE COMPREHENSIVE PLAN

The subject property is designated *Commercial* on the City's Future Land Use Map. The proposed Community Commercial (CC) zoning designation is consistent with the *Commercial* FLU designation. The original MDA was found to be consistent with the City's Comprehensive Plan and City's Future Land Use (FLU) Map when it was originally approved in 1998 and when it was Restated in 2003. The proposed Second Amendment does not change the FLU designation for the property, and the proposed uses being added to the list of permitted uses on Lot 2 of the PCD are consistent with the existing FLU designation of the property.

PUBLIC NOTICE

A Public Notice sign was posted on the site on May 10, 2023. As of the time this agenda item was prepared, staff has received one email and one call requesting general information regarding the proposed amendment Southwinds Center MDA.

RECOMMENDATION

Staff recommends approval of the Second Amendment to the Master Development Agreement for the Southwinds Center Planned Commercial Development, subject to the City Attorney's review of legal form and content.

ATTACHMENTS

- Exhibit 1 - Allowed uses in the Community Commercial (CC) Zoning District
- Exhibit 2 - The Second Amendment to the to the Master Development Agreement for the Southwinds Center Planned Commercial Development (See *Ordinance Exhibit*)

Exhibit 1

Highlights identify uses currently allowed in MDA.

Land Development Code, Chapter 17, Section 21: - Community Commercial (CC) District.

Permitted uses.

- (1) Adult/vocational education.
- (2) Appliance/electronic repair shops.
- (3) Banks.
- (4) Business services.
- (5) Clubs, lodges, and fraternal organizations.
- (6) Convenience stores with or without fuel operations. [*Not permitted in proposed MDA Amendment.*]
- (7) Financial services.
- (8) Fleet-based services. [*Not permitted in proposed MDA Amendment.*]
- (9) Funeral homes.
- (10) Furniture and appliance stores.
- (11) Health/exercise clubs.
- (12) Medical offices/clinics.
- (13) Motor vehicle service stations. [*Not permitted in proposed MDA Amendment.*]
- (14) Offices.
- (15) Office supplies.
- (16) Personal services.
- (17) Restaurants. [*Limited to only one with a drive-thru in proposed MDA*]
- (18) Retail home building materials.
- (19) Retail nurseries and garden supplies.
- (20) Retail sales and services.
- (21) Veterinary clinics.

Permitted uses with special development requirements.

- (1) Athletic/sports facilities (subsection 2).
- (2) Brewery (subsection 3.7).
- (3) Child care centers (subsection 4).
- (4) Craft food and beverage producer (subsection 5.15).
- (5) Community gardens (subsection 5.1).
- (6) Microbrewery (subsection 9.57).
- (7) Theaters (subsection 17).



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 7/18/2023

SUBJECT: (H20) Second Reading - Ordinance No. 2023-07 - Amendment to Chapter 54, Article IV, Fire & Rescue Pension Fund of the Code of Ordinances

DEPARTMENT: Finance

GOAL: 1 - Public Safety 6 - Organizational Excellence

RECOMMENDED MOTION: Move to approve second reading of Ordinance No. 2023-07 amending the Fire and Rescue Pension Fund.

SUMMARY: On February 7, 2023, City Council approved the Memorandum of Understanding (MOU) with the International Association of Firefighters (IAFF) Collective Bargaining Agreement (CBA) to amend Article 12 - Retirement plan. Staff have been working with the Board of Trustees of the Fire and Rescue Pension Fund and Foster & Foster, the actuary, to draft the ordinance and complete the required actuarial impact statement amending Section 54-77, Definitions and Section 54-104, Benefits and Contributions

This ordinance is the required amendment to the Port Orange Fire and Rescue Pension Fund ("Pension Fund") and is necessary to permit such new obligations and conditions. The Board of Trustees of the Fire and Rescue Pension Fund have requested and approved such an amendment and it is in the best interest of the participants and beneficiaries as well as serving to improve the administration of the Pension Fund. The changes are as follows:

1. Section 54-77 - Definitions. Amends the definition of average final compensation of the three highest years of the last five years of credit service. This will become effective once the funded ratio of the Retirement Plan reaches 80% or more.
2. Section 54-104 - Amends language that clarified the hire date of individuals that were classified as reserves shall have their hired as a "Reserve" under the retirement plan for such employment for credited service in the Fire and Rescue Pension Fund. There shall be no cost to the employee.

Staff have received and reviewed the actuarial impact statement related to this change to the Pension Fund. The cost impact shows that there is no cost impact on the current fiscal year. However, for fiscal 2023 - 2024, the city's required contribution as a percentage will go from 79.2% of payroll to 80.2%. Preliminary estimates for fiscal year 2023 - 2024 show that this amendment will cost the city \$40,000 in additional required contributions to the fire and rescue pension fund.

Staff recommends approval of this ordinance.

PRESENTER: John McKinney

ATTACHMENTS:

1.	Ordinance 2023-07- Port Orange Fire Pension Amendment	Ordinance 2023-07- Port Orange Fire Pension Amendment.docx
2.	Port Orange Fire Cost Impact Study	Port Orange Fire Cost Impact Study.pdf

Tracee Cody

Created/Initiated - 6/29/2023

ORDINANCE 2023-07

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 54, ARTICLE IV, FIRE AND RESCUE PENSION FUND, BY AMENDING SECTION 54-77, DEFINITIONS; AMENDING SECTION 54-104, BENEFITS AND CONTRIBUTION FOR MEMBERS HIRED ON OR AFTER DECEMBER 4, 2012; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Port Orange and the Port Orange Professional Firefighters Association IAFF Local 3118, have ratified a collective bargaining agreement for FY 2021-2023 that includes certain changes to pension benefits; and

WHEREAS, the City of Port Orange and the Port Orange Professional Firefighters Association IAFF Local 3118 entered into a Memorandum of Understanding, dated February 2023, which modifies the provisions of the FY 2021-2023 collective bargaining agreement; and

WHEREAS, an amendment to the Port Orange Fire and Rescue Pension Fund ("Pension Fund") is necessary to permit such new obligations and conditions; and

WHEREAS, the Board of Trustees of the Pension Fund have requested and approved such an amendment; and

WHEREAS, the trustees of the Pension Fund have considered such an amendment to be in the best interest of the participants and beneficiaries as well as serving to improve the administration of the Pension Fund; and

WHEREAS, the City Council has received and reviewed an actuarial impact statement related to this change to the Pension Fund; and

WHEREAS, the City Council has determined that it is in the best interest of the citizens of the City of Port Orange to amend its code of ordinances as set forth hereinafter; and

WHEREAS, for purposes of this ordinance words with underlined (underlined) type shall constitute additions to the original text and words with strikethrough (~~strikethrough~~) type shall constitute deletions from the original text.

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

Section 1. Section 54-77, Definitions, is hereby amended by revising as follows:

Section 54-77. Definitions.

* * * * *

Average final compensation, for members who are employed and not participating in the DROP on January 1, 2013, means one-twelfth of the average salary of the five best years of the last ten years of credited service prior to retirement, termination or death, or the career average as a full-time firefighter, whichever is greater. Provided, in no event shall the average final compensation of a member who is employed and not participating in the DROP on January 1, 2013, be less than one-twelfth of the average salary of the three best years of the last ten years of credited service prior to January 1, 2013. A year shall be 12 consecutive months. In the case of a member who has credited service as a full-time firefighter and as a volunteer firefighter, average final compensation shall be determined in accordance with this subsection, except that a separate calculation shall be made for service as a full-time firefighter and for service as a volunteer firefighter. Notwithstanding the foregoing, effective the October 1st immediately subsequent to the annual actuarial valuation report adopted by the System's Board of Trustees reflecting an eighty percent (80%) or greater funded ratio, for Members who are employed and not participating in the DROP on such effective date, a Member's Average Final Compensation shall mean one-twelfth of the average Salary of the three (3) highest years of the last five (5) years of Credited Service prior to retirement, termination or death. The "funded ratio" as described here shall be

determined by dividing the actuarial value of the System's assets by the total actuarial accrued liability while utilizing the entry age normal methodology as a basis for such calculation.

* * * * *

Firefighter means an actively employed full-time person employed by the city, including his initial probationary employment period, who is certified as a firefighter as a condition of employment in accordance with the provisions of F.S. § 633.35, and whose duty it is to extinguish fires, to protect life and to protect property. The term "firefighter" shall also include a volunteer firefighter whose name is carried on the active membership rolls of the fire and rescue department and whose duty it is to extinguish fires, to protect life and to protect property. The term includes all certified, supervisory, and command personnel whose duties include, in whole or in part, the supervision, training, guidance, and management responsibilities of full-time firefighters, part-time firefighters, or auxiliary firefighters but does not include part-time firefighters or auxiliary firefighters. Effective February 7, 2023, any member who is employed and not participating in the DROP on such effective date who was once classified as a "Reserve" shall be eligible for Credited Service in the System based on their respective original hire date by the City as a "Reserve." Any cost associated with such crediting shall not be the responsibility of the Member.

Section 2. Section 54-104, Benefits and contribution for members hired on or after December 4, 2012, is hereby amended as follows:

Sec. 54-104. - Benefits and contribution for members hired on or after December 4, 2012.

Notwithstanding any other provision of this system, Members hired on or after December 4, 2012, shall be subject to the provisions of sections 54-76 through 54-103, except as otherwise provided below:

* * * * *

(3) The definition of "average final compensation" shall be the five best years of the last ten years of credited service. Notwithstanding the preceding sentence, effective the October 1st immediately subsequent to the annual actuarial valuation report adopted by the System's Board of Trustees reflecting an eighty percent (80%) or greater funded ratio, for Members who are employed and not participating in the DROP on such effective date, a Member's Average Final Compensation shall mean one-twelfth of the average Salary of the three (3) highest years of the last five (5) years of Credited Service prior to retirement, termination or death. The "funded ratio" as described here shall be determined by dividing the actuarial value of the System's assets by the total actuarial accrued liability while utilizing the entry age normal methodology as a basis for such calculation.

* * * * *

Section 3. 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 intent. The Code codifier is granted reasonable authority to codify the provisions of this Ordinance.

Section 4. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 5. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provision or applications of this Ordinance which can be given effect without the invalid provision or application, and to this and the provisions of this Ordinance are declared severable.

Section 6. This Ordinance shall be effective upon passage; however, the provisions of this Ordinance that are specified to take effect as of a date certain shall take effect as of the date specified herein.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the ____ day of _____, 2023.

Passed and adopted on second and final reading on the ____ day of _____, 2023.

Reviewed and Approved: _____
Matthew J. Jones, City Attorney

June 5, 2023

Board of Trustees
City of Port Orange
Firefighters' Pension Board

Re: City of Port Orange Fire and Rescue Pension Fund

Dear Board:

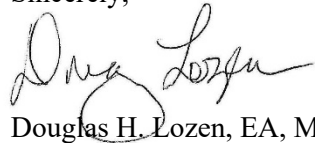
Enclosed is the following material, which has been prepared in support of the proposed changes to the Fund:

1. Three (3) copies of the required Actuarial Impact Statement, which outlines the costs associated with implementing the changes.
2. Draft of transmittal letters to the Bureau of Local Retirement Systems and the Bureau of Police Officers' and Firefighters' Retirement Trust Funds.

It will be necessary for the Chairman to sign each copy of the Actuarial Impact Statement as the Plan Administrator and forward the Impact Statement, along with a copy of the proposed Ordinance, to the two Bureaus prior to final reading.

If you have any questions concerning the enclosed material, please let us know.

Sincerely,



Douglas H. Lozen, EA, MAAA
DHL/lke

Enclosures

Mr. Steve Bardin
Police Officers' and Firefighters' Retirement Trust Funds
Department of Management Services, Division of Retirement
3189 S. Blair Stone Rd.
Tallahassee, FL 32301

Re: Actuarial Impact Statement

Dear Mr. Bardin:

The City of Port Orange is considering the implementation of amended retirement benefits for its Firefighters. The changes are described in the enclosed material.

Pursuant to the provisions of Chapter 175, we are enclosing the required Actuarial Impact Statement along with a copy of the proposed Ordinance for your review.

If you have any questions or if additional information is needed, please contact us.

Sincerely,

Mr. Keith Brinkman
Bureau of Local Retirement Systems
Division of Retirement
3189 S. Blair Stone Rd.
Tallahassee, FL 32301

Re: Actuarial Impact Statement

Dear Mr. Brinkman:

The City of Port Orange is considering the implementation of amended retirement benefits for its Firefighters. The changes are described in the enclosed material.

Pursuant to Section 22d-1.04 of the Agency Rules, we are enclosing the required Actuarial Impact Statement (AIS) and a copy of the proposed Ordinance for your review.

If you have any questions or if additional information is needed, please contact us.

Sincerely,

CITY OF PORT ORANGE
FIRE AND RESCUE PENSION FUND

ACTUARIAL IMPACT STATEMENT

June 5, 2023
(Page 2)

Attached hereto is a comparison of the impact on the Minimum Required Contribution (per Chapter 112, Florida Statutes) and the Required City Contribution, resulting from the implementation of the following changes:

1. Credited Service shall include periods of time employed by the City of Port Orange as a “Reserve” Firefighter.
2. A definition of Average Final Compensation (AFC) based on the highest 3 years of the last 5 years of Credited Service ².

The cost impact, determined as of October 1, 2022, applicable to the fiscal year ending September 30, 2024, is as follows ²:

	<u>Proposed</u>	<u>Current</u>
Minimum Required Contribution % of Projected Annual Payroll	101.7%	100.5%
Member Contributions (Est.) % of Projected Annual Payroll	7.8%	7.8%
City And State Required Contribution % of Projected Annual Payroll	93.9%	92.7%
State Contribution (Est.) ¹ % of Projected Annual Payroll	\$461,979 13.7%	\$461,979 13.5%
City Required Contribution ² % of Projected Annual Payroll	80.2%	79.2%

¹ Represents the amount received in calendar 2022. As per a Mutual Consent Agreement between the Membership and the City, all State Monies received each year will be available to offset the City’s required contribution.

² Please note that the proposed AFC requires an Actuarial Funded Ratio (defined as the ratio of the Actuarial Value of Assets divided by the Entry Age Normal Actuarial Accrued Liability) of at least 80%. Given that the Actuarial Funded Ratio is 69.0% with this Impact Statement, the above funding requirements do not reflect the proposed three-year average for AFC purposes. Based on results set forth in our June 8, 2022 cost study, the estimated funding impact associated with the AFC change is approximately 2.2% of pensionable payroll. Accordingly, the actual impact on contribution requirements and funded ratio will be reflected in the first valuation that follows attainment of an 80% Actuarial Funded Ratio.

CITY OF PORT ORANGE
FIRE AND RESCUE PENSION FUND

ACTUARIAL IMPACT STATEMENT

June 5, 2023
(Page 2)

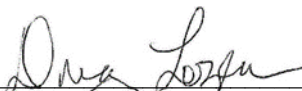
Unless otherwise noted, all data, assumptions, methods and plan provisions are the same as in the October 1, 2022 actuarial valuation report. It should be noted that changes to retirement benefits could potentially affect participants' retirement or termination behavior. We will monitor and advise of any recommended changes with future experience studies.

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. Due to the limited scope of the analysis, we did not perform an analysis of the potential range of such future measurements.

Please note that contents of this analysis and the October 1, 2022 actuarial valuation report are considered an integral part of the actuarial opinions. In reviewing the results presented in this study, it should be noted that there are risks that may not be inherently apparent to the reader that should be carefully considered. For key risks, please see the Discussion of Risk section of the October 1, 2022 actuarial valuation report.

In performing the analysis, we used third-party software to model (calculate) the underlying liabilities and costs. These results are reviewed in the aggregate and for individual sample lives. The output from the software is either used directly or input into internally developed models to generate the costs. All internally developed models are reviewed as part of the process. As a result of this review, we believe that the models have produced reasonable results. We do not believe there are any material inconsistencies among assumptions or unreasonable output produced due to the aggregation of assumptions.

The changes presented herein are in compliance with Part VII, Chapter 112, Florida Statutes and Section 14, Article X of the State Constitution. 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 opinions contained herein.



Douglas H. Lozen, EA, MAAA
Enrolled Actuary #23-7778

STATEMENT OF PLAN ADMINISTRATOR

The prepared information presented herein reflects the estimated impact of the proposed Ordinance.

Chairman, Board of Trustees

COMPARATIVE SUMMARY OF PRINCIPAL VALUATION RESULTS

	New Benefits <u>10/1/2022</u>	Old Benefits <u>10/1/2022</u>
A. Participant Data		
Actives	58	58
Service Retirees	49	49
DROP Retirees	5	5
Beneficiaries	4	4
Disability Retirees	5	5
Terminated Vested	<u>10</u>	<u>10</u>
Total	131	131
Payroll Under Assumed Ret. Age	3,379,507	3,432,428
Annual Rate of Payments to:		
Service Retirees	2,726,801	2,726,801
DROP Retirees	239,970	239,970
Beneficiaries	156,858	156,858
Disability Retirees	112,987	112,987
Terminated Vested	15,191	15,191
B. Assets		
Actuarial Value (AVA) ¹	39,993,842	39,993,842
Market Value (MVA) ¹	34,905,765	34,905,765
C. Liabilities		
Present Value of Benefits		
Actives		
Retirement Benefits	17,160,383	17,111,848
Disability Benefits	473,486	474,459
Death Benefits	53,479	53,253
Vested Benefits	521,322	520,527
Refund of Contributions	124,997	124,997
Service Retirees	37,194,259	37,194,259
DROP Retirees ¹	4,073,040	4,073,040
Beneficiaries	1,684,007	1,684,007
Disability Retirees	1,446,673	1,446,673
Terminated Vested	196,554	196,554
Share Plan Balances ¹	<u>0</u>	<u>0</u>
Total	62,928,200	62,879,617

C. Liabilities - (Continued)	New Benefits <u>10/1/2022</u>	Old Benefits <u>10/1/2022</u>
Present Value of Future Salaries	29,040,138	29,066,763
Present Value of Future Member Contributions	2,253,515	2,255,581
Normal Cost (Retirement)	540,222	552,928
Normal Cost (Disability)	39,322	40,659
Normal Cost (Death)	3,200	3,277
Normal Cost (Vesting)	27,086	30,107
Normal Cost (Refunds)	<u>23,543</u>	<u>23,543</u>
Total Normal Cost	633,373	650,514
Present Value of Future Normal Costs	4,966,335	4,991,998
Accrued Liability (Retirement)	12,964,611	12,895,101
Accrued Liability (Disability)	142,534	141,555
Accrued Liability (Death)	26,312	26,029
Accrued Liability (Vesting)	213,616	210,142
Accrued Liability (Refunds)	20,259	20,259
Accrued Liability (Inactives) ¹	44,594,533	44,594,533
Share Plan Balances ¹	<u>0</u>	<u>0</u>
Total Actuarial Accrued Liability (EAN AL)	57,961,865	57,887,619
Unfunded Actuarial Accrued Liability (UAAL)	17,968,023	17,893,777
Funded Ratio (AVA / EAN AL)	69.0%	69.1%

D. Actuarial Present Value of Accrued Benefits	New Benefits <u>10/1/2022</u>	Old Benefits <u>10/1/2022</u>
Vested Accrued Benefits		
Inactives + Share Plan Balances ¹	44,594,533	44,594,533
Actives	8,670,645	8,344,229
Member Contributions	<u>1,669,424</u>	<u>1,669,424</u>
Total	54,934,602	54,608,186
Non-vested Accrued Benefits	<u>798,398</u>	<u>1,074,648</u>
Total Present Value		
Accrued Benefits (PVAB)	55,733,000	55,682,834
Funded Ratio (MVA / PVAB)	62.6%	62.7%
Increase (Decrease) in Present Value of Accrued Benefits Attributable to:		
Plan Amendments	50,166	
Benefit Changes	0	
Plan Experience	0	
Benefits Paid	0	
Interest	0	
Other	<u>0</u>	
Total	50,166	

	New Benefits	Old Benefits
Valuation Date	10/1/2022	10/1/2022
Applicable to Fiscal Year Ending	<u>9/30/2024</u>	<u>9/30/2024</u>

E. Pension Cost

Normal Cost (with interest)		
% of Total Annual Payroll ²	19.4	19.6
Administrative Expenses (with interest)		
% of Total Annual Payroll ²	2.5	2.5
Payment Required to Amortize Unfunded Actuarial Accrued Liability over 15 years (as of 10/1/2022, with interest)		
% of Total Annual Payroll ²	79.8	78.4
Minimum Required Contribution		
% of Total Annual Payroll ²	101.7	100.5
Expected Member Contributions		
% of Total Annual Payroll ²	7.8	7.8
Expected City and State Contribution		
% of Total Annual Payroll ²	93.9	92.7

¹ The asset values and liabilities include accumulated DROP and Share Plan Balances.

² Contributions developed as of 10/1/2022 are expressed as a percentage of total annual payroll at 10/1/2022 of \$3,379,507 under the New Benefits column and of \$3,432,428 under the Old Benefits Column.

ACTUARIAL ASSUMPTIONS AND METHODS

Mortality Rate

Healthy Active Lives:

Female: PubS.H-2010 (Below Median) for Employees, set forward one year.

Male: PubS.H-2010 (Below Median) for Employees, set forward one year.

Healthy Retiree Lives:

Female: PubS.H-2010 for Healthy Retirees, set forward one year.

Male: PubS.H-2010 for Healthy Retirees, set forward one year.

Beneficiary Lives:

Female: PubG.H-2010 for Healthy Retirees.

Male: PubG.H-2010 for Healthy Retirees, set back one year.

Disabled Lives:

80% PubG.H-2010 for Disabled Retirees / 20% PubS.H-2010 for Disabled Retirees.

All rates are projected generationally with Mortality Improvement Scale MP-2018. We feel this assumption sufficiently accommodates future mortality improvements.

The previously described mortality assumption rates were mandated by Chapter 2015-157, Laws of Florida. This law mandates the use of the assumptions used in either of the two most recent valuations of the Florida Retirement System (FRS). The above rates are those outlined in Milliman's July 1, 2021 FRS valuation report for special risk employees, with appropriate adjustments made based on plan demographics.

Interest Rate

7.25% per year compounded annually, net of investment related expenses. This is supported by the target asset allocation of the trust and the expected long-term return by asset class.

Salary Increases

Salary Scale	
Service	Rate
0-4	5.50%
5-9	4.50%
10+	4.00%

The above rates were approved by the Board as the result of the November, 2019 experience study.

Payroll Growth

None.

Administrative Expenses

\$81,675 annually, based on the average of actual expenses incurred in the prior two fiscal years.

Cost-Of-Living Adjustments (COLA)

For purposes of COLA eligibility, plan is assumed to reach an 80% Funded Ratio on October 1, 2030.

Amortization Method

New UAAL amortization bases are amortized over 15 years.

Bases established prior to the valuation date are adjusted proportionally to match the Expected Unfunded Actuarial Accrued Liability as of the valuation date, in order to align prior year bases with the portion of the current year UAAL associated with prior year sources.

Funding Method

Entry Age Normal Actuarial Cost Method. The following loads are applied for determining the minimum required contribution:

Interest - a half year, based on current 7.25% assumption.

Salary - None.

Termination Rates

% Terminating During the Year	
Service	Rate
0-4	7.5%
5-9	3.0%
10+	1.0%

The above rates were approved by the Board as the result of the November, 2019 experience study.

Disability Rates

Sample rates shown in the below table. It is assumed that 90% of active disablements are duty-related.

% Becoming Disabled During the Year	
Age	Rate
20	0.07%
25	0.09%
30	0.11%
35	0.14%
40	0.19%
45	0.30%
50	0.51%
55	0.96%
60	1.66%
65	2.39%

The above rates were approved by the Board as the result of the November, 2019 experience study.

Normal Retirement

Members hired prior to December 5, 2012:

% Retiring During the Year (10-24 Years of Service)		% Retiring During the Year ($\geq$ 25 Years of Service)	
Eligibility	Rate	Eligibility	Rate
First Eligible	50.0%	First	100.0%
Years 1-4	30.0%		
Years 5+	100.0%		

Members hired after December 4, 2012 are assumed to retire immediately upon first eligibility.

The above rates are the result of the November, 2019 experience study.

Early Retirement

None, based on results of the November, 2019 experience study.

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.

SUMMARY OF CURRENT PLAN
(Through Ordinance No. 2021-10)

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

Fixed monthly compensation (base pay) for services rendered to the City as a Firefighter, plus all tax-deferred, tax sheltered and tax-exempt items of income. Base pay excludes overtime, education pay, lump sum payments of annual leave, sick leave, and compensation leave, and all other nonregular compensation. Effective July 1, 2021, Salary includes specialty and incentive pay.

AVERAGE FINAL COMPENSATION

Average Final Compensation is the greatest of the following, applied to all pieces of benefit, per Board direction at the May 2020 Board meeting:

- a) Average Salary during the three (3) best years of the last ten (10) ("Best 3 of 10") as of September 25, 2012,
- b) Best 3 of 10 as of December 31, 2012, and
- c) Best 5 of 10 as of date of termination.

NORMAL RETIREMENT

Eligibility

Benefit Accrued 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.

Benefit Accrued On/After 9/25/2012

Earlier of 1) Age 55 and 10 years of Credited Service, or 2) Age 52 and 25 years of Credited Service. With 10 years of Credited Service as of January 1, 2013, eligibility is also attained at Age 48 and 25 years of Credited Service.

Benefit Amount

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

In no event shall the benefit be less than 2.00% of Average Final Compensation for each year of 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

Members hired before December 4, 2012 are eligible for a supplemental benefit upon attainment of 20 years of Credited Service and normal or early retirement eligibility.

The monthly supplement is calculated in two pieces: 1) \$20 per year of Credited Service before January 1, 2013 and 2) \$10, \$15, or \$20 per year of Credited Service on and after January 1, 2013. The post-2012 supplemental benefit rate depends on total Credited Service at retirement. The first piece cannot exceed \$600 and the second piece cannot increase the total supplement above \$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 51% 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, Florida Statutes.

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.
Participation	Not more than 60 months.
Rate of Return	Actual net rate of investment return.
Form of Distribution	Cash lump sum (options available).

SHARE PLAN

Pursuant to Chapter 2015-39, Laws of Florida, a supplemental benefit component for special benefits exists but is currently not funded as the City and Membership mutually consented to allow the City use all future State Monies.