



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

APRIL 5, 2016

AGENDA

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

A. OPENING

1. Pledge of Allegiance
2. Invocation by Pastor Sheila M. Turner
3. Roll Call
4. Rules of Procedure

B. AGENDA APPROVAL

C. SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

5. Recognize and present proclamation to Sheriff Ben Johnson
6. Report from KemperSports on Cypress Head Golf Course

D. PUBLIC HEARING

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

E. BOARD APPOINTMENTS, INTERVIEWS, REPORTS

8. Citizen Advisory Committee for TPO
9. Youth Advisory Board Appointment

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

G. COUNCIL COMMENTS

10. Comments/Concerns from Council Members

H. CONSENT AGENDA

11. Approval of Minutes

- a. March 15, 2016 - Regular City Council Meeting

12. Resolution No. 16-18 - Revising Parks and Recreation Fees

13. Interlocal Agreement between the Utilities Commission of New Smyrna Beach, Florida (UCNSB) and the City of Port Orange for reclaimed water and potable water interconnects

14. Bid Awards and Contract Items

- a. Bid Award to Vintage Painting, Inc. for Exterior Painting of Police Department Building Complex
- b. Extension No 2 to the Piggyback Agreement with Shelley's Environmental Systems for Wastewater Residuals Management Services, dated April 22, 2014
- c. Sunshine State Officials
- d. Contract Award to Stuart Lyons Roofing Inc.

I. REGULAR AGENDA

15. First Reading - Ordinance No 2016-4 - Chapter 50 Establishing Golf Advisory Board

16. First Reading - Ordinance No. 2016-5 - Amendment to Fire and Rescue Pension Fund Ordinance - Chapter 54, Article IV of the Code of Ordinances

17. General Obligation Bond Refunding Calendar

J. COMMENTS

18. City Attorney Comments

19. City Manager Comments

K. COUNCIL COMMITTEE REPORTS

20. City Council Committee Reports

- a. YMCA
- b. General Employees' Pension Plan
- c. River to Sea TPO
- d. Fire Pension Plan (Meeting held 2/22/16)

L. ADJOURNMENT

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

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



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/05/2016

Consent item: Yes

SUBJECT: Recognize and present proclamation to Sheriff Ben Johnson

DEPARTMENT: Police Services

GOAL:

OBJECTIVE:

RECOMMENDED MOTION:

SUMMARY: Recognize and present proclamation to Sheriff Ben Johnson for his 15 years as Sheriff of Volusia County.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

Grabowski, Debbie
Grimaldi, Thomas
Johansson, M. Jake

Created/Initiated - 02/23/2016
Approved - 02/23/2016
Final Approval - 03/31/2016

**The Golf Club at Cypress Head
Course Cash Flow Report
February 29, 2016**

	<u>February</u>	<u>YTD</u>
EBITDA	\$54,216.78	(\$17,251.96)
Management Fee Expense	(5,712.85)	(30,221.00)
Depreciation & Amortization	(381.00)	(1,905.00)
Net Income	48,122.93	(49,377.96)
Working Capital Changes		
Inventory	(943.68)	(1,469.06)
Receivables	76.96	161,324.81
Payables	44,945.13	35,752.58
Due to from the City	(29,943.86)	10,128.14
Prepays	(9,136.65)	7,996.46
Accrued Liabilities	(2,799.07)	(17,299.89)
Other Liabilities	(21,860.66)	(17,719.17)
Depreciation & Amortization	381.00	1,905.00
Operating Cash Flow	28,842.10	131,240.91
Investing Cash Flows	<u> </u>	<u> </u>
Financing Cash Flow	<u> </u>	<u> </u>
Net Cash Flows	<u>28,842.10</u>	<u>131,240.91</u>
Beginning Cash	152,512.86	50,114.05
Net Cash Flows	<u>28,842.10</u>	<u>131,240.91</u>
Ending Cash	<u>181,354.96</u>	<u>181,354.96</u>

The Golf Club at Cypress Head
Comparative Income Statement
For the Five Months Ending February 29, 2016

	MTD Prior Year	YTD Prior Year	Audited Prior Year	Percent of Total	MTD Actual	YTD Actual	Annual Budget	Percent of Total
REVENUES								
Green Fees & Cart Fees	113,717	459,480	714,869	64%	125,996	438,620	1,023,426	43%
Merchandise	5,200	24,747	53,694	46%	5,083	21,483	61,281	35%
Other Pro Shop	446	2,489	10,198	24%	1,385	3,845	10,769	36%
Range	2,778	11,323	16,885	67%	3,775	12,882	35,044	37%
Food and Beverage	20,189	129,695	182,967	71%	0	0	0	
Membership Initiation Fees	0	0	750		0	0	0	
Other Operating Revenues	3,727	16,056	24,901	64%	4,021	14,657	35,106	42%
Other G&A Income	0	0	(866)		0	0	0	
TOTAL REVENUE	146,059	643,790	1,003,396	64%	140,260	491,487	1,165,626	42%
COST OF SALES								
Merchandise	3,512	16,472	44,543	37%	3,248	16,911	33,672	50%
Food & Beverage	10,658	53,589	72,592	74%	0	0	0	
TOTAL COGS	14,170	70,061	117,135	60%	3,248	16,911	33,672	50%
COGS - Merchandise %	67.5%	66.6%	83.0%	80.2%	63.9%	78.7%	54.9%	143.3%
COGS - Food %	52.8%	41.5%	39.8%	104.3%				
PAYROLL								
Course and Grounds	22,058	118,785	291,280	41%	25,873	144,935	302,225	48%
Carts, Range, Starters, Etc.	5,431	27,016	39,741	68%	7,392	31,442	73,469	43%
Pro Shop	4,205	22,961	33,566	68%	3,574	23,817	53,508	45%
Food and Beverage	11,525	69,548	94,245	74%	0	0	0	
General and Administrative	14,258	56,054	126,613	44%	10,149	52,832	127,761	41%
Marketing	3,548	21,504	45,103	48%	3,345	19,667	45,604	43%
TOTAL PAYROLL	61,026	315,868	630,548	50%	50,333	272,693	602,567	45%
OPERATING EXPENSES								
Course and Grounds	8,547	81,257	220,151	37%	9,769	75,176	194,632	39%
Carts, Range, Starters, Etc.	17,647	55,309	113,365	49%	6,438	35,909	85,831	42%
Pro Shop	80	2,730	10,087	27%	1,811	2,800	11,155	25%
Food and Beverage	2,389	17,445	30,128	58%	0	185	0	
General and Administrative	15,510	93,763	182,159	51%	13,265	84,909	197,717	43%
Marketing	635	7,152	29,588	24%	1,180	20,156	39,686	51%
TOTAL OPERATING EXPENSES	44,809	257,654	585,477	44%	32,462	219,135	529,021	41%
TOTAL EXPENSES	120,005	643,584	1,333,159	48%	86,043	508,739	1,165,260	44%
OTHER INCOME (EXPENSE)								
MANAGEMENT FEES	(7,370)	(36,748)	(66,226)	55%	(5,713)	(30,221)	(65,296)	46%
Depreciation & Amortization	(535)	(2,675)	(9,405)	28%	(381)	(1,905)	(6,420)	30%
TOTAL OTHER INCOME (EXPENSE)	(7,904)	(39,422)	(75,631)	52%	(6,094)	(32,126)	(71,716)	45%
NET INCOME	18,149	(39,216)	(405,394)	10%	48,123	(49,378)	(71,350)	69%
Paid Rounds	3,897	16,902	25,909	65%	3,778	13,469	38,507	35%
Annual Pass Rounds	419	2,053	2,970	69%	943	3,524	4,295	82%
Other Rounds	206	1,261	1,772	71%	204	867	2,819	31%
Total Rounds	4,522	20,216	30,651	66%	4,925	17,860	45,621	39%
Revenue/Paid Rounds	37	38	39	98%	37	36	30	121%
Revenue/Total Rounds	32	32	33	97%	28	28	26	108%

The Golf Club at Cypress Head
For the Five Months Ending February 29, 2016

	<u>02/29/16</u>	<u>09/30/15</u>	<u>02/28/15</u>
ASSETS			
CURRENT ASSETS:			
Cash			
Cash - Operating	181,854	49,118	126,180
Cash - Manual Checks	850	750	750
Cash - Housebank & Other	<u>(1,349)</u>	<u>246</u>	<u>(5,340)</u>
Total Cash	<u>181,355</u>	<u>50,114</u>	<u>121,590</u>
Accounts Receivable			
A/R Member	<u>282</u>	<u>161,607</u>	<u>5,253</u>
Total Accounts Receivable	<u>282</u>	<u>161,607</u>	<u>5,253</u>
Other Current Assets			
Inventory - Merchandise	16,639	11,682	37,501
Inventory - Food & Beverage	0	3,488	15,438
Prepaid Insurance	14,802	18,108	7,273
Prepaid Exp - Other	<u>11,737</u>	<u>11,428</u>	<u>1,065</u>
Total Other Current Assets	<u>43,178</u>	<u>44,706</u>	<u>61,277</u>
TOTAL CURRENT ASSETS	<u>224,815</u>	<u>256,426</u>	<u>188,120</u>
PROPERTY, PLANT AND EQUIPMENT:			
Land	54,143	54,143	64,835
Furniture and Fixtures	9,045	9,045	26,625
Machinery & Equipment	<u>16,000</u>	<u>16,000</u>	<u>17,712</u>
Property Plant and Equipment	79,187	79,187	109,171
Accumulated Depreciation	<u>(58,034)</u>	<u>(56,129)</u>	<u>(79,383)</u>
TOTAL PROPERTY, PLANT AND EQUIPMENT	<u>21,153</u>	<u>23,058</u>	<u>29,789</u>
OTHER ASSETS:			
Deposits (in ST section of chart)	<u>0</u>	<u>5,000</u>	<u>5,000</u>
TOTAL OTHER ASSETS	<u>0</u>	<u>5,000</u>	<u>5,000</u>
TOTAL ASSETS	<u><u>245,968</u></u>	<u><u>284,485</u></u>	<u><u>222,908</u></u>

The Golf Club at Cypress Head
For the Five Months Ending February 29, 2016

	<u>02/29/16</u>	<u>09/30/15</u>	<u>02/28/15</u>
LIABILITIES AND STOCKHOLDERS' EQUITY			
CURRENT LIABILITIES:			
Accts Pay - Trade	53,560	17,808	28,035
Accts Pay - Other	18,348	8,220	131,201
Accrued Expenses	0	14,437	0
Accrued Payroll	21,605	20,979	18,487
Accrued Taxes	7,756	47	3,727
Accrued Interest	0	11,197	0
Deferred Revenue	194,078	211,797	80,674
TOTAL CURRENT LIABILITIES	<u>295,346</u>	<u>284,485</u>	<u>262,125</u>
 TOTAL LIABILITIES	 <u>295,346</u>	 <u>284,485</u>	 <u>262,125</u>
STOCKHOLDER'S EQUITY			
Retained Earnings	<u>(49,378)</u>	<u>0</u>	<u>(39,216)</u>
Net Retained Earnings	<u>(49,378)</u>	<u>0</u>	<u>(39,216)</u>
Stockholders Equity	<u>(49,378)</u>	<u>0</u>	<u>(39,216)</u>
TOTAL STOCKHOLDER'S EQUITY	<u>(49,378)</u>	<u>0</u>	<u>(39,216)</u>
 TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY	 <u>245,968</u>	 <u>284,485</u>	 <u>222,908</u>

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The Golf Club at Cypress Head
Summary of All Units
For the Five Months Ending February 29, 2016

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
74,637	69,817	107%	68,448	109%	Green Fees	257,645	240,184	107%	272,940	94%	604,248	410,859
51,359	46,175	111%	45,269	113%	Cart Fee	180,975	161,516	112%	186,541	97%	419,178	283,150
0	0	0%	0	0%	Initiation Fees	0	0	0%	0	0%	0	750
260	162	160%	160	163%	Handicap Fee	880	889	99%	900	98%	4,516	4,372
675	250	270%	0	0%	Lessons	1,825	1,173	156%	302	605%	3,029	1,930
0	0	0%	0	0%	Other Pro Shop Revenue	74	0	0%	0	0%	0	3,617
450	389	116%	286	157%	Rental Clubs	1,067	1,449	74%	1,287	83%	3,224	1,636
5,083	5,352	95%	5,200	98%	Retail	21,483	20,849	103%	24,747	87%	61,281	50,430
3,775	3,334	113%	2,778	136%	Range	12,882	11,647	111%	11,323	114%	35,044	18,443
0	0	0%	10,283	0%	Food & Beverage	0	0	0%	75,065	0%	0	28,985
0	0	0%	6,116	0%	Beer	0	0	0%	28,425	0%	0	16,138
0	0	0%	3,162	0%	Liquor	0	0	0%	20,177	0%	0	6,750
0	0	0%	627	0%	Wine	0	0	0%	5,427	0%	0	1,399
0	0	0%	0	0%	F&B Other	0	0	0%	600	0%	0	0
4,021	3,802	106%	3,727	108%	City Surcharge R & R	14,657	12,592	116%	16,056	91%	35,106	23,502
0	0	0%	0	0%	Miscellaneous G&A	0	0	0%	0	0%	0	(866)
140,260	129,281	108%	146,059	96%	Total Revenues	491,487	450,299	109%	643,790	76%	1,165,626	851,094
COST OF GOODS SOLD												
3,248	2,941	110%	3,512	92%	COGS - Merchandise	16,911	11,455	148%	16,472	103%	33,672	44,982
0	0	0%	6,539	0%	COGS - Food & Beverage	0	0	0%	36,140	0%	0	10,929
0	0	0%	2,606	0%	COGS - Beer	0	0	0%	11,011	0%	0	5,867
0	0	0%	1,266	0%	COGS - Liquor	0	0	0%	3,881	0%	0	1,778
0	0	0%	246	0%	COGS - Wine	0	0	0%	2,557	0%	0	428
3,248	2,941	110%	14,170	23%	Total COGS	16,911	11,455	148%	70,061	24%	33,672	63,984
137,012	126,340	108%	131,888	104%	GROSS MARGIN	474,577	438,844	108%	573,729	83%	1,131,954	787,110
63.90%	54.95%	116.29%	67.54%	94.61%	COGS - Merchandise %	78.72%	54.94%	143.27%	66.56%	118.26%	54.95%	1328.79%
0.00%	0.00%	0.00%	63.59%	0.00%	COGS - Food & Beverage %	0.00%	0.00%	0.00%	48.14%	0.00%	0.00%	76.04%
0.00%	0.00%	0.00%	42.61%	0.00%	COGS - Beer %	0.00%	0.00%	0.00%	38.74%	0.00%	0.00%	73.74%
0.00%	0.00%	0.00%	40.05%	0.00%	COGS - Liquor %	0.00%	0.00%	0.00%	19.23%	0.00%	0.00%	52.00%
0.00%	0.00%	0.00%	39.13%	0.00%	COGS - Wine %	0.00%	0.00%	0.00%	47.12%	0.00%	0.00%	39.11%
0.00%	0.00%	0.00%	52.79%	0.00%	COGS - All Food & Bev	0.00%	0.00%	0.00%	41.51%	0.00%	0.00%	8149.23%
PAYROLL												
17,170	18,072	95%	20,596	83%	Gross Payroll - Salaried	89,679	90,360	99%	97,294	92%	216,864	211,950
0	0	0%	3,077	0%	Gross Kitchen Payroll - Salaried	0	0	0%	16,813	0%	0	7,685
24,000	20,748	116%	18,611	129%	Gross Payroll - Hourly	131,697	105,548	125%	97,232	135%	264,129	236,734
0	0	0%	5,860	0%	Gross Kitchen Payroll - Hourly	0	0	0%	38,402	0%	0	12,987
41,170	38,820	106%	48,144	86%	S/T Wages	221,376	195,908	113%	249,741	89%	480,993	469,355
3,096	2,969	104%	3,600	86%	Payroll Tax - FICA	16,673	14,984	111%	19,240	87%	36,789	35,721
756	1,229	61%	1,542	49%	Payroll Tax - UC	3,136	3,146	100%	7,454	42%	6,837	6,100
673	780	112%	937	93%	Payroll Tax - WC	5,051	3,937	128%	5,755	88%	10,066	11,440
4,437	5,406	82%	6,801	65%	Benefits	26,458	27,038	98%	33,678	79%	67,882	64,756
9,163	10,384	88%	12,881	71%	S/T Adders	51,318	49,105	105%	66,127	78%	121,574	118,017
50,333	49,204	102%	61,026	82%	TOTAL PAYROLL	272,693	245,013	111%	315,868	86%	602,567	587,373
OPERATING EXPENSES												
0	0	0%	263	0%	Bar Supplies	0	0	0%	1,317	0%	0	848
183	54	338%	53	343%	Cart Supplies	1,038	527	197%	521	199%	590	1,038
17	37	47%	37	47%	Course Accessories	765	4,025	19%	3,986	19%	4,676	1,040
0	0	0%	0	0%	Dining Room Supplies	0	0	0%	92	0%	0	0
0	40	0%	39	0%	Fertilizer	7,242	3,976	182%	3,690	196%	10,531	32,977
0	0	0%	0	0%	Flowers/Decor	74	200	37%	0	0%	400	74
(290)	0	0%	0	0%	Fuel	3,343	4,517	74%	4,175	80%	13,010	9,845
0	158	0%	157	0%	Fungicides	1,635	1,095	149%	688	237%	2,461	3,479
0	0	0%	0	0%	Herbicides	3,373	1,509	224%	1,494	226%	12,141	19,014
407	182	224%	180	226%	Insecticides	2,861	2,825	101%	2,797	102%	14,046	14,881
64	452	14%	452	14%	Janitorial Supplies	876	2,514	35%	2,815	31%	4,739	2,397
0	0	0%	393	0%	Kitchen Supplies	0	0	0%	3,450	0%	0	365
0	0	0%	319	0%	Laundry/Linens	0	0	0%	2,983	0%	0	789
55	0	0%	0	0%	Laundry/Uniforms	55	2,338	2%	2,038	3%	2,651	55
487	121	403%	101	484%	Office Supplies	2,611	2,039	128%	1,725	151%	4,186	3,431
0	0	0%	0	0%	Printing	0	100	0%	0	0%	100	72
0	0	0%	0	0%	Range Balls	1,530	3,712	41%	3,675	42%	3,712	1,530
59	0	0%	0	0%	Range Equipment	1,045	450	232%	0	0%	724	1,218
0	0	0%	0	0%	Range Expenses	718	10	7%	463	2%	938	10
846	0	0%	0	0%	Sand/Topdress	4,291	753	570%	746	575%	2,640	10,451
0	0	0%	0	0%	Seeds/Trees	3,469	16,286	21%	16,125	22%	16,286	5,909
55	0	0%	0	0%	Small Tools	55	128	43%	127	44%	211	115
0	0	0%	0	0%	Staff/Volunteer Uniforms	0	986	0%	283	0%	1,419	0
1,276	1,000	128%	0	0%	Supplies	1,489	3,696	40%	2,076	72%	4,085	1,558

The Golf Club at Cypress Head
Summary of All Units
For the Five Months Ending February 29, 2016

MTD	MTD	% of	MTD	% of		YTD	YTD	% of	YTD	% of	Annual	
Actual	Budget	Budget	Prior Year	PY		Actual	Budget	Budget	Prior Year	PY	Budget	
0	250	0%	0	0%	Tournament Expense	574	301	191%	50	1145%	701	3,071
91	291	31%	291	31%	Alarm System	543	1,283	42%	781	70%	2,159	1,280
0	0	0%	0	0%	Carpet Cleaning	0	300	0%	300	0%	1,190	0
0	200	0%	10,309	0%	Cart Repairs	1,455	1,000	146%	14,154	10%	2,400	12,137
332	259	128%	259	128%	Computer Service	1,105	1,718	64%	1,716	64%	3,526	2,341
0	0	0%	549	0%	Contract Cleaning	130	500	26%	2,745	5%	500	1,644
0	0	0%	0	0%	Guest Relations	49	0	0%	0	0%	0	49
0	0	0%	0	0%	Handicap Expense	192	212	91%	210	91%	4,495	4,644
0	0	0%	0	0%	Indoor Plant Maint	0	100	0%	0	0%	200	0
0	784	0%	776	0%	Irrigation	1,277	2,050	62%	2,029	63%	6,794	6,574
535	100	535%	0	0%	Lesson Expense	546	343	159%	240	227%	524	624
0	0	0%	0	0%	Pest Control	0	575	0%	575	0%	1,495	345
1,999	1,158	173%	1,497	134%	Repair & Maint - Equipment	12,339	9,422	131%	12,434	99%	22,374	28,417
(52)	213	-25%	212	-25%	Repair & Maint - Building	444	3,559	12%	3,054	15%	5,372	466
0	0	0%	0	0%	Repair & Maint - Other	0	0	0%	0	0%	0	907
0	0	0%	0	0%	Security	0	600	0%	0	0%	600	0
5,354	5,356	100%	6,032	89%	Cart Lease	26,778	26,780	100%	30,161	89%	64,266	69,004
4,510	4,512	100%	4,620	98%	Equipment Lease	22,558	22,559	100%	23,200	97%	54,144	54,148
168	314	54%	314	54%	Off-Site Storage	840	942	89%	942	89%	1,727	1,970
995	1,425	70%	1,411	71%	Utilities - Electric	5,120	6,994	73%	6,925	74%	15,256	11,574
0	0	0%	809	0%	Utilities - Gas	0	0	0%	4,421	0%	0	1,605
3,875	3,172	122%	3,160	123%	Utilities - Other	17,270	17,391	99%	17,318	100%	41,992	39,209
44	243	18%	242	18%	Utilities - Telephone/Fax	1,062	1,256	85%	1,251	85%	2,914	2,587
220	199	111%	197	112%	Utilities - Water	1,455	968	150%	959	152%	2,409	3,191
1,180	845	140%	594	199%	Advertising & Promotion	7,408	16,027	46%	7,111	104%	23,866	27,552
108	235	46%	235	46%	Bank Charges	940	304	309%	305	308%	746	1,353
(639)	0	0%	(1,214)	53%	Cash Short/(Over)	(501)	0	0%	(1,309)	38%	0	801
175	175	100%	200	88%	Cell Phone	925	875	106%	900	103%	2,100	1,675
4,021	3,802	106%	3,727	108%	City Surcharge R & R	14,657	12,592	116%	16,056	91%	35,106	23,502
169	420	40%	420	40%	Copier/Photocopies	335	955	35%	955	35%	1,291	335
1,702	2,101	81%	2,101	81%	Credit Card Discounts	11,498	10,255	112%	9,469	121%	25,500	23,242
0	0	0%	0	0%	Donations	0	0	0%	0	0%	0	1,989
0	0	0%	0	0%	Dues & Subscriptions	150	250	60%	250	60%	1,125	1,093
(210)	0	0%	0	0%	Education & Training	0	210	0%	210	0%	410	325
0	91	0%	91	0%	Employee Relations	667	1,103	60%	1,103	60%	2,050	1,380
0	0	0%	0	0%	Employee Testing	131	0	0%	0	0%	113	276
3,796	3,987	95%	3,987	95%	Insurance Expense	18,980	19,291	98%	19,290	98%	45,074	45,762
0	41	0%	41	0%	Member Relations	131	141	93%	141	93%	659	272
85	35	243%	35	245%	Messenger Service - Fedex	176	219	80%	218	81%	447	307
0	0	0%	41	0%	Miscellaneous	13,291	10,000	133%	41	3277%	10,000	13,291
(1,200)	0	0%	0	0%	O/S - Accounting	12,000	13,200	91%	12,000	100%	13,200	12,000
0	0	0%	0	0%	O/S - Legal	0	80	0%	80	0%	160	2,568
882	0	0%	0	0%	O/S - Other	1,207	3,991	30%	3,952	31%	7,627	1,207
328	490	67%	490	67%	Payroll Processing Fee	1,174	1,584	74%	1,583	74%	4,009	3,368
0	49	0%	49	0%	Postage/Shipping	39	141	28%	141	28%	560	357
0	0	0%	0	0%	Professional Dues	0	0	0%	0	0%	0	565
(30)	(30)	100%	(30)	100%	Tax/Licenses/Fees	(120)	(150)	80%	(180)	67%	(130)	2,076
0	0	0%	131	0%	Theft Loss	106	0	0%	1,299	8%	0	4,916
71	0	0%	0	0%	Travel - Meals	683	0	0%	0	0%	0	736
794	1,081	73%	1,028	77%	Travel - Other	4,860	5,648	86%	4,491	108%	13,128	15,501
0	0	0%	0	0%	Website Expenses	900	1,000	90%	0	0%	5,000	3,000
0	212	0%	212	0%	Employee Meals	0	817	0%	816	0%	2,396	628
32,462	34,054	95%	44,809	72%	TOTAL OPERATING EXPENSES	219,135	249,780	88%	257,654	85%	529,021	546,958
54,217	43,082	126%	26,054	208%	EBITDA	(17,252)	(55,949)	31%	206	-8374%	366	(347,221)
5,713	5,601	102%	7,370	78%	Management Fee	30,221	26,089	116%	36,748	82%	65,296	59,699
5,713	5,601	102%	7,370	78%	Management Fees	30,221	26,089	116%	36,748	82%	65,296	59,699
0	154	0%	154	0%	Deprec - Office F.F&E	0	770	0%	770	0%	1,848	(770)
98	98	100%	98	100%	Deprec - Mach & Equip	488	488	100%	488	100%	1,171	746
283	283	100%	283	100%	Deprec - Buildings	1,417	1,417	100%	1,417	100%	3,401	8,659
381	535	71%	535	71%	S/T DEPR. & AMORT	1,905	2,675	71%	2,675	71%	6,420	8,635
48,123	36,946	130%	18,149	265%	NET INCOME	(49,378)	(84,713)	58%	(39,216)	126%	(71,350)	(415,556)

The Golf Club at Cypress Head
Course & Grounds
For the Five Months Ending February 29, 2016

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
74,637	69,817	107%	68,448	109%	Green Fees	257,645	240,184	107%	272,940	94%	604,248	410,859
4,021	3,802	106%	3,727	108%	City Surcharge R & R	14,657	12,592	116%	16,056	91%	35,106	23,502
78,658	73,619	107%	72,175	109%	Total Revenues	272,302	252,776	108%	288,995	94%	639,354	434,361
78,658	73,619	107%	72,175	109%	GROSS MARGIN	272,302	252,776	108%	288,995	94%	639,354	434,361
PAYROLL												
6,857	6,679	103%	6,459	106%	Gross Payroll - Salaried	34,239	33,395	103%	30,007	114%	80,148	82,088
14,189	11,958	119%	10,597	134%	Gross Payroll - Hourly	82,473	64,491	128%	62,582	132%	155,890	169,116
21,045	18,637	113%	17,056	123%	S/T Wages	116,712	97,886	119%	92,589	126%	236,038	251,205
1,485	1,426	104%	1,168	127%	Payroll Tax - FICA	8,340	7,489	111%	6,711	124%	18,058	17,703
378	623	61%	543	70%	Payroll Tax - UC	1,489	1,373	108%	2,339	64%	2,899	2,955
423	375	113%	273	155%	Payroll Tax - WC	2,586	1,967	131%	1,944	133%	4,936	5,819
2,542	3,202	79%	3,018	84%	Benefits	15,809	16,018	99%	15,201	104%	40,294	39,750
4,828	5,626	86%	5,003	97%	S/T Adders	28,223	26,847	105%	26,196	108%	66,187	66,226
25,873	24,263	107%	22,058	117%	TOTAL PAYROLL	144,935	124,733	116%	118,785	122%	302,225	317,431
OPERATING EXPENSES												
17	37	47%	37	47%	Course Accessories	765	4,025	19%	3,986	19%	4,676	1,040
0	40	0%	39	0%	Fertilizer	7,242	3,976	182%	3,690	196%	10,531	32,977
0	0	0%	0	0%	Flowers/Decor	74	200	37%	0	0%	400	74
(290)	0	0%	0	0%	Fuel	3,343	4,517	74%	4,175	80%	13,010	9,845
0	158	0%	157	0%	Fungicides	1,635	1,095	149%	688	237%	2,461	3,479
0	0	0%	0	0%	Herbicides	3,373	1,509	224%	1,494	226%	12,141	19,014
407	182	224%	180	226%	Insecticides	2,861	2,825	101%	2,797	102%	14,046	14,881
846	0	0%	0	0%	Sand/Topdress	4,291	753	570%	746	575%	2,640	10,451
0	0	0%	0	0%	Seeds/Trees	3,469	16,286	21%	16,125	22%	16,286	5,909
55	0	0%	0	0%	Small Tools	55	128	43%	127	44%	211	115
0	0	0%	0	0%	Staff/Volunteer Uniforms	0	986	0%	283	0%	1,419	0
0	784	0%	776	0%	Irrigation	1,277	2,050	62%	2,029	63%	6,794	6,574
1,999	980	204%	970	206%	Repair & Maint - Equipment	11,780	7,641	154%	7,565	156%	19,876	25,611
0	0	0%	0	0%	Repair & Maint - Building	0	319	0%	316	0%	1,026	346
4,510	4,512	100%	4,495	100%	Equipment Lease	22,558	22,559	100%	22,475	100%	54,144	54,023
154	159	97%	157	98%	Utilities - Electric	1,068	1,709	63%	1,692	63%	3,343	2,546
1,080	1,158	93%	1,146	94%	Utilities - Other	7,174	7,233	99%	7,160	100%	16,807	16,953
99	93	106%	92	107%	Utilities - Telephone/Fax	517	480	108%	475	109%	1,036	1,120
220	199	111%	197	112%	Utilities - Water	1,455	968	150%	959	152%	2,409	3,191
(210)	0	0%	0	0%	Education & Training	0	0	0%	0	0%	0	230
0	0	0%	0	0%	Employee Relations	0	0	0%	0	0%	92	145
0	0	0%	0	0%	Employee Testing	131	0	0%	0	0%	113	276
882	0	0%	0	0%	O/S - Other	1,207	3,914	31%	3,875	31%	7,550	1,207
0	0	0%	0	0%	Professional Dues	0	0	0%	0	0%	0	565
0	303	0%	300	0%	Travel - Other	900	1,506	60%	600	150%	3,621	1,500
9,769	8,605	114%	8,547	114%	TOTAL OPERATING EXPENSES	75,176	84,679	89%	81,257	93%	194,632	214,070
43,016	40,751	106%	41,569	103%	EBITDA	52,191	43,364	120%	88,954	59%	142,497	(97,140)
43,016	40,751	106%	41,569	103%	NET INCOME	52,191	43,364	120%	88,954	59%	142,497	(97,140)

The Golf Club at Cypress Head
Carts
For the Five Months Ending February 29, 2016

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
51,359	46,175	111%	45,269	113%	REVENUES	180,975	161,516	112%	186,541	97%	419,178	283,150
51,359	46,175	111%	45,269	113%	Cart Fee	180,975	161,516	112%	186,541	97%	419,178	283,150
51,359	46,175	111%	45,269	113%	Total Revenues	180,975	161,516	112%	186,541	97%	419,178	283,150
51,359	46,175	111%	45,269	113%	GROSS MARGIN	180,975	161,516	112%	186,541	97%	419,178	283,150
6,529	5,294	123%	4,741	138%	PAYROLL	27,869	24,589	113%	23,574	118%	65,049	39,085
6,529	5,294	123%	4,741	138%	Gross Payroll - Hourly	27,869	24,589	113%	23,574	118%	65,049	39,085
616	405	152%	385	160%	S/T Wages	2,182	1,881	116%	1,807	121%	4,975	3,012
128	178	72%	213	60%	Payroll Tax - FICA	784	716	110%	1,130	69%	2,081	1,186
128	106	121%	102	126%	Payroll Tax - UC	578	494	117%	479	121%	1,364	818
(10)	0	0%	(10)	100%	Payroll Tax - WC	29	0	0%	26	114%	0	66
863	689	125%	690	125%	Benefits	3,573	3,091	116%	3,441	104%	8,420	5,082
7,392	5,983	124%	5,431	136%	S/T Adders	31,442	27,680	114%	27,016	116%	73,469	44,167
183	54	338%	53	343%	TOTAL PAYROLL	1,038	527	197%	521	199%	590	1,038
0	200	0%	10,309	0%	OPERATING EXPENSES	1,455	1,000	146%	14,154	10%	2,400	12,137
5,354	5,356	100%	6,032	89%	Cart Supplies	26,778	26,780	100%	30,161	89%	64,266	69,004
842	1,266	66%	1,253	67%	Cart Repairs	4,052	5,285	77%	5,232	77%	11,913	9,028
6,379	6,876	93%	17,647	36%	Cart Lease	33,324	33,592	99%	50,068	67%	79,169	91,207
37,588	33,316	113%	22,191	169%	Utilities - Electric	116,209	100,244	116%	109,456	106%	266,540	147,776
37,588	33,316	113%	22,191	169%	TOTAL OPERATING EXPENSES	116,209	100,244	116%	109,456	106%	266,540	147,776
37,588	33,316	113%	22,191	169%	EBITDA	116,209	100,244	116%	109,456	106%	266,540	147,776
37,588	33,316	113%	22,191	169%	NET INCOME	116,209	100,244	116%	109,456	106%	266,540	147,776

The Golf Club at Cypress Head
Range
For the Five Months Ending February 29, 2016

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					REVENUES							
3,775	3,334	113%	2,778	136%	Range	12,882	11,647	111%	11,323	114%	35,044	18,443
3,775	3,334	113%	2,778	136%	Total Revenues	12,882	11,647	111%	11,323	114%	35,044	18,443
3,775	3,334	113%	2,778	136%	GROSS MARGIN	12,882	11,647	111%	11,323	114%	35,044	18,443
					OPERATING EXPENSES							
0	0	0%	0	0%	Range Balls	1,530	3,712	41%	3,675	42%	3,712	1,530
59	0	0%	0	0%	Range Equipment	1,045	450	232%	0	0%	724	1,218
0	0	0%	0	0%	Range Expenses	10	718	1%	463	2%	938	10
0	0	0%	0	0%	Repair & Maint - Equipment	0	1,114	0%	1,103	0%	1,288	0
59	0	0%	0	0%	TOTAL OPERATING EXPENSES	2,585	5,994	43%	5,241	49%	6,662	2,758
3,716	3,334	111%	2,778	134%	EBITDA	10,296	5,653	182%	6,082	169%	28,382	15,685
3,716	3,334	111%	2,778	134%	NET INCOME	10,296	5,653	182%	6,082	169%	28,382	15,685

The Golf Club at Cypress Head
F & B Cafe
For the Five Months Ending February 29, 2016

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
0	0	0%	10,283	0%	Food & Beverage	0	0	0%	75,065	0%	0	28,985
0	0	0%	6,116	0%	Beer	0	0	0%	28,425	0%	0	16,138
0	0	0%	3,162	0%	Liquor	0	0	0%	20,177	0%	0	6,750
0	0	0%	627	0%	Wine	0	0	0%	5,427	0%	0	1,399
0	0	0%	0	0%	F&B Other	0	0	0%	600	0%	0	0
0	0	0%	20,189	0%	Total Revenues	0	0	0%	129,695	0%	0	53,272
COST OF GOODS SOLD												
0	0	0%	6,539	0%	COGS - Food & Beverage	0	0	0%	36,140	0%	0	10,929
0	0	0%	2,606	0%	COGS - Beer	0	0	0%	11,011	0%	0	5,867
0	0	0%	1,266	0%	COGS - Liquor	0	0	0%	3,881	0%	0	1,778
0	0	0%	246	0%	COGS - Wine	0	0	0%	2,557	0%	0	428
0	0	0%	10,658	0%	Total COGS	0	0	0%	53,589	0%	0	19,003
0	0	0%	9,531	0%	GROSS MARGIN	0	0	0%	76,106	0%	0	34,269
0.00%	0.00%	0.00%	63.59%	0.00%	COGS - Food & Beverage %	0.00%	0.00%	0.00%	48.14%	0.00%	0.00%	76.04%
0.00%	0.00%	0.00%	42.61%	0.00%	COGS - Beer %	0.00%	0.00%	0.00%	38.74%	0.00%	0.00%	73.74%
0.00%	0.00%	0.00%	40.05%	0.00%	COGS - Liquor %	0.00%	0.00%	0.00%	19.23%	0.00%	0.00%	52.00%
0.00%	0.00%	0.00%	39.13%	0.00%	COGS - Wine %	0.00%	0.00%	0.00%	47.12%	0.00%	0.00%	39.11%
0.00%	0.00%	0.00%	52.79%	0.00%	COGS - All Food & Bev	0.00%	0.00%	0.00%	41.51%	0.00%	0.00%	8149.23%
PAYROLL												
0	0	0%	3,077	0%	Gross Kitchen Payroll - Salaried	0	0	0%	16,813	0%	0	7,685
0	0	0%	5,860	0%	Gross Kitchen Payroll - Hourly	0	0	0%	38,402	0%	0	12,987
0	0	0%	8,937	0%	S/T Wages	0	0	0%	55,216	0%	0	20,672
0	0	0%	707	0%	Payroll Tax - FICA	0	0	0%	4,648	0%	0	1,811
0	0	0%	391	0%	Payroll Tax - UC	0	0	0%	2,481	0%	0	660
0	0	0%	188	0%	Payroll Tax - WC	0	0	0%	1,486	0%	0	553
0	0	0%	1,301	0%	Benefits	0	0	0%	5,718	0%	0	1,001
0	0	0%	2,587	0%	S/T Adders	0	0	0%	14,332	0%	0	4,025
0	0	0%	11,525	0%	TOTAL PAYROLL	0	0	0%	69,548	0%	0	24,697
OPERATING EXPENSES												
0	0	0%	263	0%	Bar Supplies	0	0	0%	1,317	0%	0	848
0	0	0%	0	0%	Dining Room Supplies	0	0	0%	92	0%	0	0
0	0	0%	393	0%	Kitchen Supplies	0	0	0%	3,450	0%	0	365
0	0	0%	319	0%	Laundry/Linens	0	0	0%	2,983	0%	0	789
0	0	0%	0	0%	Office Supplies	0	0	0%	57	0%	0	0
0	0	0%	349	0%	Repair & Maint - Equipment	79	0	0%	3,100	3%	0	1,877
0	0	0%	125	0%	Equipment Lease	0	0	0%	726	0%	0	125
0	0	0%	809	0%	Utilities - Gas	0	0	0%	4,421	0%	0	1,605
0	0	0%	0	0%	Tax/Licenses/Fees	0	0	0%	0	0%	0	2,343
0	0	0%	131	0%	Theft Loss	106	0	0%	1,299	8%	0	4,916
0	0	0%	2,389	0%	TOTAL OPERATING EXPENSES	185	0	0%	17,445	1%	0	12,868
0	0	0%	(4,382)	0%	EBITDA	(185)	0	0%	(10,886)	2%	0	(3,296)
0	0	0%	(4,382)	0%	NET INCOME	(185)	0	0%	(10,886)	2%	0	(3,296)

The Golf Club at Cypress Head
Golf Shop
For the Five Months Ending February 29, 2016

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
260	162	160%	160	163%	Handicap Fee	880	889	99%	900	98%	4,516	4,372
675	250	270%	0	0%	Lessons	1,825	1,173	156%	302	605%	3,029	1,930
0	0	0%	0	0%	Other Pro Shop Revenue	74	0	0%	0	0%	0	3,617
450	389	116%	286	157%	Rental Clubs	1,067	1,449	74%	1,267	83%	3,224	1,636
5,083	5,352	95%	5,200	98%	Retail	21,483	20,849	103%	24,747	87%	61,281	50,430
6,468	6,153	105%	5,647	115%	Total Revenues	25,328	24,360	104%	27,236	93%	72,050	61,984
COST OF GOODS SOLD												
3,248	2,941	110%	3,512	92%	COGS - Merchandise	16,911	11,455	148%	16,472	103%	33,672	44,982
3,248	2,941	110%	3,512	92%	Total COGS	16,911	11,455	148%	16,472	103%	33,672	44,982
3,220	3,212	100%	2,135	151%	GROSS MARGIN	8,418	12,905	65%	10,764	78%	38,378	17,002
63.90%	54.95%	116.29%	67.54%	94.61%	COGS - Merchandise %	78.72%	54.94%	143.27%	66.56%	118.26%	54.95%	1328.79%
PAYROLL												
0	0	0%	1,700	0%	Gross Payroll - Salaried	0	0	0%	9,148	0%	0	4,169
3,282	3,496	94%	1,589	206%	Gross Payroll - Hourly	21,355	16,468	130%	9,393	227%	43,190	25,754
3,282	3,496	94%	3,289	100%	S/T Wages	21,355	16,468	130%	18,541	115%	43,190	29,923
152	267	57%	251	61%	Payroll Tax - FICA	1,644	1,259	131%	1,364	121%	3,304	2,261
70	118	59%	134	52%	Payroll Tax - UC	389	363	107%	417	93%	1,067	651
70	70	100%	68	102%	Payroll Tax - WC	429	331	130%	452	95%	906	613
0	408	0%	462	0%	Benefits	0	2,040	0%	2,188	0%	5,041	974
292	863	34%	916	32%	S/T Adders	2,462	3,993	62%	4,420	56%	10,318	4,499
3,574	4,359	82%	4,205	85%	TOTAL PAYROLL	23,817	20,461	116%	22,961	104%	53,508	34,422
OPERATING EXPENSES												
0	20	0%	0	0%	Office Supplies	0	444	0%	74	0%	584	104
0	0	0%	0	0%	Printing	0	100	0%	0	0%	100	72
1,276	1,000	128%	0	0%	Supplies	1,489	3,696	40%	2,076	72%	4,085	1,558
0	250	0%	0	0%	Tournament Expense	574	301	191%	50	1145%	701	3,071
0	0	0%	0	0%	Handicap Expense	192	212	91%	210	91%	4,495	4,644
535	100	535%	0	0%	Lesson Expense	546	343	159%	240	227%	524	624
0	81	0%	80	0%	Repair & Maint - Building	0	581	0%	80	0%	666	84
1,811	1,451	125%	80	2267%	TOTAL OPERATING EXPENSES	2,800	5,677	49%	2,730	103%	11,155	10,158
(2,165)	(2,598)	83%	(2,150)	101%	EBITDA	(18,200)	(13,233)	138%	(14,927)	122%	(26,285)	(27,577)
(2,165)	(2,598)	83%	(2,150)	101%	NET INCOME	(18,200)	(13,233)	138%	(14,927)	122%	(26,285)	(27,577)

The Golf Club at Cypress Head
G & A
For the Five Months Ending February 29, 2016

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
0	0	0%	0	0%	Initiation Fees	0	0	0%	0	0%	0	750
0	0	0%	0	0%	Miscellaneous G&A	0	0	0%	0	0%	0	(866)
0	0	0%	0	0%	Total Revenues	0	0	0%	0	0%	0	(116)
0	0	0%	0	0%	GROSS MARGIN	0	0	0%	0	0%	0	(116)
PAYROLL												
7,657	8,333	92%	9,613	80%	Gross Payroll - Salaried	39,419	41,665	95%	40,618	97%	99,996	90,847
0	0	0%	1,683	0%	Gross Payroll - Hourly	0	0	0%	1,683	0%	0	2,778
7,657	8,333	92%	11,296	68%	S/T Wages	39,419	41,665	95%	42,301	93%	99,996	93,625
655	637	103%	884	74%	Payroll Tax - FICA	3,353	3,185	105%	3,436	98%	7,644	8,170
122	207	59%	181	67%	Payroll Tax - UC	344	488	71%	747	46%	527	518
191	167	114%	249	77%	Payroll Tax - WC	1,124	835	135%	1,041	108%	2,088	2,725
1,524	1,388	110%	1,649	92%	Benefits	8,592	6,940	124%	8,530	101%	17,506	18,353
2,492	2,399	104%	2,962	84%	S/T Adders	13,413	11,448	117%	13,754	98%	27,765	29,766
10,149	10,732	95%	14,258	71%	TOTAL PAYROLL	52,832	53,113	99%	56,054	94%	127,761	123,391
OPERATING EXPENSES												
64	452	14%	452	14%	Janitorial Supplies	876	2,514	35%	2,815	31%	4,739	2,397
55	0	0%	0	0%	Laundry/Uniforms	55	2,338	2%	2,038	3%	2,651	55
487	101	482%	101	484%	Office Supplies	2,611	1,595	164%	1,594	164%	3,602	3,327
91	291	31%	291	31%	Alarm System	543	1,283	42%	781	70%	2,159	1,280
0	0	0%	0	0%	Carpet Cleaning	0	300	0%	300	0%	1,190	0
332	259	128%	259	128%	Computer Service	1,105	1,718	64%	1,716	64%	3,526	2,341
0	0	0%	549	0%	Contract Cleaning	130	500	26%	2,745	5%	500	1,644
0	0	0%	0	0%	Guest Relations	49	0	0%	0	0%	0	49
0	0	0%	0	0%	Indoor Plant Maint	0	100	0%	0	0%	200	0
0	0	0%	0	0%	Pest Control	0	575	0%	575	0%	1,495	345
0	178	0%	178	0%	Repair & Maint - Equipment	479	667	72%	667	72%	1,210	929
(52)	132	-40%	132	-40%	Repair & Maint - Building	444	2,659	17%	2,658	17%	3,680	36
0	0	0%	0	0%	Repair & Maint - Other	0	0	0%	0	0%	0	907
0	0	0%	0	0%	Security	0	600	0%	0	0%	600	0
168	314	54%	314	54%	Off-Site Storage	840	942	89%	942	89%	1,727	1,970
2,795	2,014	139%	2,014	135%	Utilities - Other	10,096	10,158	99%	10,158	99%	25,185	20,255
(55)	150	-36%	150	-36%	Utilities - Telephone/Fax	545	776	70%	776	70%	1,878	1,466
108	235	46%	235	46%	Bank Charges	940	304	309%	305	308%	746	1,353
(639)	0	0%	(1,214)	53%	Cash Short/(Over)	(501)	0	0%	(1,309)	38%	0	801
175	175	100%	200	88%	Cell Phone	925	875	106%	900	103%	2,100	1,675
4,021	3,802	106%	3,727	108%	City Surcharge R & R	14,657	12,592	116%	16,056	91%	35,106	23,502
169	420	40%	420	40%	Copier/Photocopies	335	955	35%	955	35%	1,291	335
1,702	2,101	81%	2,101	81%	Credit Card Discounts	11,498	10,255	112%	9,469	121%	25,500	23,242
0	0	0%	0	0%	Donations	0	0	0%	0	0%	0	1,989
0	0	0%	0	0%	Dues & Subscriptions	150	250	60%	250	60%	1,125	1,093
0	0	0%	0	0%	Education & Training	0	210	0%	210	0%	410	95
0	91	0%	91	0%	Employee Relations	667	1,103	60%	1,103	60%	1,958	1,235
3,796	3,987	95%	3,987	95%	Insurance Expense	18,980	19,291	98%	19,290	98%	45,074	45,762
0	41	0%	41	0%	Member Relations	131	141	93%	141	93%	659	272
85	35	243%	35	245%	Messenger Service - Fedex	176	219	80%	218	81%	447	307
0	0	0%	0	0%	Miscellaneous	1,675	0	0%	0	0%	0	1,675
(1,200)	0	0%	0	0%	O/S - Accounting	12,000	13,200	91%	12,000	100%	13,200	12,000
0	0	0%	0	0%	O/S - Legal	0	80	0%	80	0%	160	2,568
0	0	0%	0	0%	O/S - Other	0	77	0%	77	0%	77	0
328	490	67%	490	67%	Payroll Processing Fee	1,174	1,584	74%	1,583	74%	4,009	3,368
0	49	0%	49	0%	Postage/Shipping	39	141	28%	141	28%	560	357
(30)	(30)	100%	(30)	100%	Tax/Licenses/Fees	(120)	(150)	80%	(180)	67%	(130)	(267)
71	0	0%	0	0%	Travel - Meals	683	0	0%	0	0%	0	736
794	728	109%	728	109%	Travel - Other	3,729	3,892	96%	3,891	96%	8,687	13,576
0	212	0%	212	0%	Employee Meals	0	817	0%	816	0%	2,396	628
13,265	16,227	82%	15,510	86%	TOTAL OPERATING EXPENSES	84,909	92,561	92%	93,763	91%	197,717	173,305
(23,414)	(26,959)	87%	(29,768)	79%	EBITDA	(137,741)	(145,674)	95%	(149,817)	92%	(325,478)	(296,812)
5,713	5,601	102%	7,370	78%	Management Fee	30,221	26,089	116%	36,748	82%	65,296	59,699
5,713	5,601	102%	7,370	78%	Management Fees	30,221	26,089	116%	36,748	82%	65,296	59,699
0	154	0%	154	0%	Deprec - Office F,F&E	0	770	0%	770	0%	1,848	(770)
98	98	100%	98	100%	Deprec - Mach & Equip	488	488	100%	488	100%	1,171	746
283	283	100%	283	100%	Deprec - Buildings	1,417	1,417	100%	1,417	100%	3,401	8,659
381	535	71%	535	71%	S/T DEPR. & AMORT	1,905	2,675	71%	2,675	71%	6,420	8,635

The Golf Club at Cypress Head
G & A
For the Five Months Ending February 29, 2016

MTD	MTD	% of	MTD	% of		YTD	YTD	% of	YTD	% of	Annual
Actual	Budget	Budget	Prior Year	PY		Actual	Budget	Budget	Prior Year	PY	Budget
(29,507)	(33,095)	89%	(37,673)	78%	NET INCOME	(169,867)	(174,438)	97%	(189,239)	90%	(397,194)
											(365,146)

The Golf Club at Cypress Head
Marketing
For the Five Months Ending February 29, 2016

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					PAYROLL							
2,657	3,060	87%	2,825	94%	Gross Payroll - Salaried	16,020	15,300	105%	17,521	91%	36,720	34,847
2,657	3,060	87%	2,825	94%	S/T Wages	16,020	15,300	105%	17,521	91%	36,720	34,847
188	234	80%	206	91%	Payroll Tax - FICA	1,153	1,170	99%	1,275	90%	2,808	2,765
58	103	56%	79	73%	Payroll Tax - UC	129	206	63%	339	38%	263	129
62	62	99%	58	107%	Payroll Tax - WC	335	310	108%	354	95%	772	912
381	408	93%	381	100%	Benefits	2,028	2,040	99%	2,015	101%	5,041	4,612
688	807	85%	724	95%	S/T Adders	3,646	3,726	98%	3,983	92%	8,884	8,419
3,345	3,867	86%	3,548	94%	TOTAL PAYROLL	19,667	19,026	103%	21,504	91%	45,604	43,265
					OPERATING EXPENSES							
1,180	845	140%	594	199%	Advertising & Promotion	7,408	16,027	46%	7,111	104%	23,866	27,552
0	0	0%	41	0%	Miscellaneous	11,616	10,000	116%	41	28646%	10,000	11,616
0	50	0%	0	0%	Travel - Other	232	250	93%	0	0%	820	424
0	0	0%	0	0%	Website Expenses	900	1,000	90%	0	0%	5,000	3,000
1,180	895	132%	635	186%	TOTAL OPERATING EXPENSES	20,156	27,277	74%	7,152	282%	39,686	42,592
(4,525)	(4,762)	95%	(4,183)	108%	EBITDA	(39,823)	(46,303)	86%	(28,656)	139%	(85,290)	(85,858)
(4,525)	(4,762)	95%	(4,183)	108%	NET INCOME	(39,823)	(46,303)	86%	(28,656)	139%	(85,290)	(85,858)

The Golf Club at Cypress Head
For the Five Months Ending February 29, 2016

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
125,996	115,992	109%	113,717	111%	Green Fees & Cart Fees	438,620	401,700	109%	459,480	95%	1,023,426	694,009
5,083	5,352	95%	5,200	98%	Merchandise	21,483	20,849	103%	24,747	87%	61,281	50,430
1,385	801	173%	446	310%	Other Pro Shop	3,845	3,511	110%	2,489	155%	11,555	11,555
3,775	3,334	113%	2,778	136%	Range	12,882	11,647	111%	11,323	114%	35,044	18,443
0	0	0%	20,189	0%	Food and Beverage	0	0	0%	129,695	0%	0	53,272
0	0	0%	0	0%	Membership Initiation Fees	0	0	0%	0	0%	0	750
4,021	3,802	106%	3,727	108%	Other Operating Revenues	14,657	12,592	116%	16,056	91%	35,106	23,502
0	0	0%	0	0%	Other G&A Income	0	0	0%	0	0%	0	(866)
140,260	129,281	108%	146,059	96%	TOTAL REVENUE	491,487	450,299	109%	643,790	76%	1,165,626	851,094
COST OF SALES												
3,248	2,941	110%	3,512	92%	Merchandise	16,911	11,455	148%	16,472	103%	33,672	44,982
0	0	0%	10,658	0%	Food & Beverage	0	0	0%	53,589	0%	0	19,003
3,248	2,941	110%	14,170	23%	TOTAL COGS	16,911	11,455	148%	70,061	24%	33,672	63,984
63.9%	55.0%	116.3%	67.5%	94.6%	COGS - Merchandise %	78.7%	54.9%	143.3%	66.6%	118.3%	54.9%	1328.8%
0.0%	0.0%	0.0%	52.8%	0.0%	COGS - Food %	0.0%	0.0%	0.0%	41.5%	0.0%	0.0%	8149.2%
PAYROLL												
25,873	24,263	107%	22,058	117%	Course and Grounds	144,935	124,733	116%	118,785	122%	302,225	317,431
7,392	5,963	124%	5,431	136%	Carts, Range, Starters, Etc.	31,442	27,680	114%	27,016	116%	73,469	44,167
3,574	4,359	82%	4,205	85%	Pro Shop	23,617	20,461	116%	22,961	104%	53,508	34,422
0	0	0%	11,525	0%	Food and Beverage	0	0	0%	69,548	0%	0	24,697
10,149	10,732	95%	14,258	71%	General and Administrative	52,832	53,113	99%	56,054	94%	127,761	123,391
3,345	3,867	86%	3,548	94%	Marketing	19,667	19,026	103%	21,504	91%	45,604	43,265
50,333	49,204	102%	61,026	82%	TOTAL PAYROLL	272,693	245,013	111%	315,868	86%	602,567	587,373
OPERATING EXPENSES												
9,769	8,605	114%	8,547	114%	Course and Grounds	75,176	84,679	89%	81,257	93%	194,632	214,070
6,438	6,876	94%	17,647	36%	Carts, Range, Starters, Etc.	35,909	39,586	91%	55,309	65%	85,831	93,965
1,811	1,451	125%	80	2267%	Pro Shop	2,800	5,677	49%	2,730	103%	11,155	10,158
0	0	0%	2,389	0%	Food and Beverage	185	0	0%	17,445	1%	0	12,868
13,265	16,227	82%	15,510	86%	General and Administrative	84,909	92,561	92%	93,763	91%	197,717	173,305
1,180	895	132%	635	186%	Marketing	20,156	27,277	74%	7,152	282%	39,686	42,592
32,462	34,054	95%	44,809	72%	TOTAL OPERATING EXPENSES	219,135	249,780	88%	257,654	85%	529,021	546,958
86,043	86,199	100%	120,005	72%	TOTAL EXPENSES	508,739	506,248	100%	643,584	79%	1,165,260	1,198,315
54,217	43,082	126%	26,054	208%	EBITDA	(17,252)	(55,949)	31%	206	-8374%	366	(347,221)

The Golf Club at Cypress Head
For the Five Months Ending February 29, 2016

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
54,217	43,082	126%	26,054	208%	EBITDA	(17,252)	(55,949)	31%	206	-8374%	366	(347,221)
(5,713)	(5,601)	102%	(7,370)	78%	MANAGEMENT FEES	(30,221)	(26,089)	116%	(36,748)	82%	(65,296)	(59,699)
(381)	(535)	71%	(535)	71%	OTHER INCOME (EXPENSE)	(1,905)	(2,675)	71%	(2,675)	71%	(6,420)	(8,635)
(381)	(535)	71%	(535)	71%	Depreciation & Amortization	(1,905)	(2,675)	71%	(2,675)	71%	(6,420)	(8,635)
					TOTAL OTHER INCOME (EXPENSE)	(1,905)	(2,675)	71%	(2,675)	71%	(6,420)	(8,635)
48,123	36,946	130%	18,149	265%	NET INCOME	(49,378)	(84,713)	58%	(39,216)	126%	(71,350)	(415,556)
3,778	3,936	96%	3,897	97%	Paid Rounds	13,469	14,381	94%	16,902	80%	38,507	22,476
943	423	223%	419	225%	Annual Pass Rounds	3,524	1,708	206%	2,053	172%	4,295	4,441
204	208	98%	206	99%	Other Rounds	867	1,035	84%	1,261	69%	2,819	1,378
4,925	4,567	108%	4,522	109%	Total Rounds	17,860	17,124	104%	20,216	88%	45,621	28,295
37	33	113%	37	99%	Revenue/Paid Rounds	36	31	117%	38	96%	30	250
28	28	101%	32	88%	Revenue/Total Rounds	28	26	105%	32	86%	26	200

TRIAL BALANCE SUMMARY FOR 2015

The Golf Club at Cypress Head

General Ledger

Ranges: From: To: 2/29/2016

Date: 2/1/2016

Account: First

Last

Sorted By: Account

Include: Posting, Unit

Print Currency In: Functional (Z-US\$)

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	10060-5950-900	Cash - Operating New	\$152,959.22	\$130,128.24	\$101,233.71	\$28,894.53	\$181,853.75
	10100-5950-900	Cash - Course Other	\$850.00	\$0.00	\$0.00	\$0.00	\$850.00
	10120-5950-900	Cash - New Payroll	(\$1,796.36)	\$42,621.24	\$42,673.67	(\$52.43)	(\$1,848.79)
	10180-5950-900	Cash - Pro Shop Bank	\$0.00	\$500.00	\$0.00	\$0.00	\$500.00
	11160-5950-900	A/R Member	\$358.96	\$1,723.04	\$1,800.00	(\$76.96)	\$282.00
	12000-5950-900	Inventory - Merchandise	\$15,695.66	\$4,589.55	\$3,645.87	\$943.68	\$16,639.34
	13020-5950-900	Prepaid Insurance	\$10,760.84	\$7,837.00	\$3,795.92	\$4,041.08	\$14,801.92
	13040-5950-900	Prepaid Exp - Other	\$6,641.29	\$6,049.74	\$954.17	\$5,095.57	\$11,736.86
	20040-5950-900	Furniture & Fixtures	\$9,044.50	\$0.00	\$0.00	\$0.00	\$9,044.50
	20100-5950-900	Machinery & Equipment	\$15,999.94	\$0.00	\$0.00	\$0.00	\$15,999.94
	20160-5950-900	Land	\$54,142.76	\$0.00	\$0.00	\$0.00	\$54,142.76
	22020-5950-900	Accum. Deprec - Office F,F&E	(\$9,044.50)	\$0.00	\$0.00	\$0.00	(\$9,044.50)
	22040-5950-900	Accum. Deprec - Mach & Equip	(\$11,965.37)	\$0.00	\$97.55	(\$97.55)	(\$12,062.92)
	22080-5950-900	Accum. Deprec - Buildings	(\$36,643.08)	\$0.00	\$283.45	(\$283.45)	(\$36,926.53)
	30000-5950-900	Accts Pay - Trade	(\$8,615.02)	\$10,150.34	\$55,095.47	(\$44,945.13)	(\$53,560.15)
	30040-5950-900	Accts Pay - Other	(\$48,291.56)	\$40,567.20	\$10,623.34	\$29,943.86	(\$18,347.70)
	31000-5950-900	Accrued Expenses	(\$2,710.00)	\$2,710.00	\$0.00	\$2,710.00	\$0.00
	31020-5950-900	Accrued Payroll	(\$20,175.08)	\$10,639.87	\$11,979.38	(\$1,339.51)	(\$21,514.59)
	31080-5950-900	Accrued Tips Payable	\$0.00	\$225.00	\$315.00	(\$90.00)	(\$90.00)
	31220-5950-900	Accrued Sales Tax	(\$6,030.67)	\$6,030.67	\$7,755.56	(\$1,724.89)	(\$7,755.56)
	31400-5950-900	Accrued City Surcharge	(\$3,243.47)	\$7,264.32	\$4,020.85	\$3,243.47	\$0.00
	32000-5950-900	Deferred Rev - Rainchecks	(\$1,544.99)	\$674.88	\$1,172.56	(\$497.68)	(\$2,042.67)
	32020-5950-900	Deferred Rev - Outing Deposits	\$0.00	\$0.00	\$1,858.45	(\$1,858.45)	(\$1,858.45)
	32040-5950-900	Deferred Rev - Legacy GF Passes	(\$45,460.64)	\$5,682.58	\$0.00	\$5,682.58	(\$39,778.06)
	32050-5950-900	Deferred Revenue - Cypress GF Passes	(\$49,040.00)	\$6,130.00	\$0.00	\$6,130.00	(\$42,910.00)
	32060-5950-900	Deferred Rev - Gift Certificates	(\$4,639.14)	\$0.00	\$0.00	\$0.00	(\$4,639.14)
	32070-5950-900	Deferred Rev - Gift Cards	(\$22,285.77)	\$2,412.69	\$174.23	\$2,238.46	(\$20,047.31)
	32100-5950-900	Deferred Rev - Credit Books	(\$16,913.94)	\$979.75	\$320.80	\$658.95	(\$16,254.99)
	32120-5950-900	Deferred Rev - Trail Fee Pass	(\$75,289.51)	\$9,411.18	\$0.00	\$9,411.18	(\$65,878.33)
	32220-5950-900	Deferred Rev - Founders Pass	(\$764.96)	\$95.62	\$0.00	\$95.62	(\$669.34)
	50000-5950-100	Green Fees - Annual Pass	(\$35,151.87)	\$0.00	\$11,908.20	(\$11,908.20)	(\$47,060.07)
	50040-5950-100	Green Fees - Member	(\$137,538.09)	\$574.75	\$59,282.62	(\$58,707.87)	(\$196,245.96)
	50070-5950-100	Green Fees - (surcharge)	(\$10,318.38)	\$4,020.85	\$8,041.70	(\$4,020.85)	(\$14,339.23)
	50500-5950-200	Cart Fee 18	(\$101,614.40)	\$0.00	\$41,947.76	(\$41,947.76)	(\$143,562.16)
	50520-5950-200	Cart Fee - Annual Trail	(\$28,001.88)	\$0.00	\$9,411.18	(\$9,411.18)	(\$37,413.06)
	52090-5950-600	Handicap Fee	(\$620.00)	\$0.00	\$260.00	(\$260.00)	(\$880.00)
	52150-5950-600	Lessons	(\$1,150.00)	\$0.00	\$675.00	(\$675.00)	(\$1,825.00)
	52220-5950-600	Other Pro Shop Revenue	(\$73.61)	\$0.00	\$0.00	\$0.00	(\$73.61)
	52280-5950-600	Rental Clubs	(\$616.63)	\$0.00	\$450.00	(\$450.00)	(\$1,066.63)
	52310-5950-600	Retail	(\$16,399.66)	\$0.00	\$5,083.41	(\$5,083.41)	(\$21,483.07)
	53050-5950-220	Range Pass Revenue	(\$9,106.54)	\$0.00	\$3,775.04	(\$3,775.04)	(\$12,881.58)
	56120-5950-100	City Surcharge R & R	(\$10,636.10)	\$0.00	\$4,020.85	(\$4,020.85)	(\$14,656.95)
	60000-5950-600	COGS - Merchandise - Accessories	\$13,662.26	\$3,248.45	\$0.00	\$3,248.45	\$16,910.71
	70000-5950-100	Gross Payroll - Salaried	\$27,382.32	\$8,397.96	\$1,541.27	\$6,856.69	\$34,239.01
	70000-5950-900	Gross Payroll - Salaried	\$31,762.56	\$11,701.63	\$4,044.88	\$7,656.75	\$39,419.31
	70000-5950-950	Gross Payroll - Salaried	\$13,363.43	\$3,363.20	\$706.16	\$2,657.04	\$16,020.47
	70010-5950-100	Gross Payroll - Hourly	\$68,284.36	\$17,437.85	\$3,249.19	\$14,188.66	\$82,473.02
	70010-5950-200	Gross Payroll - Hourly	\$21,339.59	\$7,839.85	\$1,310.77	\$6,529.08	\$27,868.67
	70010-5950-600	Gross Payroll - Hourly	\$18,072.85	\$4,114.95	\$832.78	\$3,282.17	\$21,355.02
	71000-5950-100	Payroll Tax - FICA	\$6,854.73	\$1,868.03	\$383.24	\$1,484.79	\$8,339.52
	71000-5950-200	Payroll Tax - FICA	\$1,565.79	\$616.42	\$0.00	\$616.42	\$2,182.21
	71000-5950-600	Payroll Tax - FICA	\$1,492.05	\$323.85	\$171.50	\$152.35	\$1,644.40
	71000-5950-900	Payroll Tax - FICA	\$2,698.53	\$831.77	\$176.93	\$654.84	\$3,353.37
	71000-5950-950	Payroll Tax - FICA	\$965.30	\$244.27	\$56.49	\$187.78	\$1,153.08
	71010-5950-100	Payroll Tax - UC	\$1,110.52	\$378.26	\$0.00	\$378.26	\$1,488.78
	71010-5950-200	Payroll Tax - UC	\$656.04	\$128.12	\$0.00	\$128.12	\$784.16
	71010-5950-600	Payroll Tax - UC	\$319.38	\$69.75	\$0.00	\$69.75	\$389.13

TRIAL BALANCE SUMMARY FOR 2015

The Golf Club at Cypress Head

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	71010-5950-900	Payroll Tax - UC	\$222.18	\$121.94	\$0.00	\$121.94	\$344.12
	71010-5950-950	Payroll Tax - UC	\$71.84	\$57.64	\$0.00	\$57.64	\$129.48
	71020-5950-100	Payroll Tax - WC	\$2,162.64	\$422.92	\$0.00	\$422.92	\$2,585.56
	71020-5950-200	Payroll Tax - WC	\$449.42	\$128.34	\$0.00	\$128.34	\$577.76
	71020-5950-600	Payroll Tax - WC	\$359.04	\$69.75	\$0.00	\$69.75	\$428.79
	71020-5950-900	Payroll Tax - WC	\$932.91	\$190.82	\$0.00	\$190.82	\$1,123.73
	71020-5950-950	Payroll Tax - WC	\$273.80	\$61.57	\$0.00	\$61.57	\$335.37
	71030-5950-100	Benefits	\$13,267.20	\$4,529.15	\$1,987.39	\$2,541.76	\$15,808.96
	71030-5950-200	Benefits	\$38.96	\$32.75	\$42.41	(\$9.66)	\$29.30
	71030-5950-900	Benefits	\$7,067.42	\$3,019.80	\$1,495.43	\$1,524.37	\$8,591.79
	71030-5950-950	Benefits	\$1,647.32	\$569.57	\$188.68	\$380.89	\$2,028.21
	80110-5950-200	Cart Supplies	\$855.57	\$182.50	\$0.00	\$182.50	\$1,038.07
	80170-5950-100	Course Accessories	\$748.13	\$17.28	\$0.00	\$17.28	\$765.41
	80230-5950-100	Fertilizer	\$7,242.42	\$0.00	\$0.00	\$0.00	\$7,242.42
	80250-5950-100	Flowers/Decor	\$73.96	\$0.00	\$0.00	\$0.00	\$73.96
	80270-5950-100	Fuel	\$3,632.44	\$1,010.27	\$1,300.00	(\$289.73)	\$3,342.71
	80280-5950-100	Fungicides	\$1,634.77	\$0.00	\$0.00	\$0.00	\$1,634.77
	80320-5950-100	Herbicides	\$3,373.30	\$0.00	\$0.00	\$0.00	\$3,373.30
	80370-5950-100	Insecticides	\$2,454.04	\$406.96	\$0.00	\$406.96	\$2,861.00
	80380-5950-900	Janitorial Supplies	\$811.78	\$64.02	\$0.00	\$64.02	\$875.80
	80420-5950-900	Laundry/Uniforms	\$0.00	\$55.03	\$0.00	\$55.03	\$55.03
	80520-5950-900	Office Supplies	\$2,123.57	\$487.06	\$0.00	\$487.06	\$2,610.63
	80610-5950-220	Range Balls	\$1,530.00	\$0.00	\$0.00	\$0.00	\$1,530.00
	80620-5950-220	Range Equipment	\$986.51	\$58.97	\$0.00	\$58.97	\$1,045.48
	80630-5950-220	Range Expenses	\$9.90	\$0.00	\$0.00	\$0.00	\$9.90
	80690-5950-100	Sand/Topdress	\$3,445.42	\$846.00	\$0.00	\$846.00	\$4,291.42
	80710-5950-100	Seeds/Trees	\$3,468.51	\$0.00	\$0.00	\$0.00	\$3,468.51
	80730-5950-100	Small Tools	\$0.00	\$55.30	\$0.00	\$55.30	\$55.30
	80780-5950-600	Supplies	\$212.99	\$1,276.14	\$0.00	\$1,276.14	\$1,489.13
	80810-5950-600	Tournament Expense	\$573.63	\$0.00	\$0.00	\$0.00	\$573.63
	81010-5950-900	Alarm System	\$452.00	\$90.50	\$0.00	\$90.50	\$542.50
	81090-5950-200	Cart Repairs	\$1,455.31	\$0.00	\$0.00	\$0.00	\$1,455.31
	81130-5950-900	Computer Service	\$772.51	\$332.01	\$0.00	\$332.01	\$1,104.52
	81140-5950-900	Contract Cleaning	\$130.00	\$0.00	\$0.00	\$0.00	\$130.00
	81200-5950-900	Guest Relations	\$49.30	\$0.00	\$0.00	\$0.00	\$49.30
	81220-5950-600	Handicap Expense	\$192.00	\$0.00	\$0.00	\$0.00	\$192.00
	81250-5950-100	Irrigation	\$1,276.58	\$0.00	\$0.00	\$0.00	\$1,276.58
	81270-5950-600	Lesson Expense	\$11.15	\$629.52	\$95.00	\$534.52	\$545.67
	81350-5950-100	Repair & Maint - Equipment	\$9,781.82	\$1,998.66	\$0.00	\$1,998.66	\$11,780.48
	81350-5950-540	Repair & Maint - Equipment	\$78.90	\$0.00	\$0.00	\$0.00	\$78.90
	81350-5950-900	Repair & Maint - Equipment	\$479.45	\$0.00	\$0.00	\$0.00	\$479.45
	81360-5950-900	Repair & Maint - Building	\$496.13	\$48.57	\$101.00	(\$52.43)	\$443.70
	82000-5950-200	Cart Lease	\$21,424.00	\$5,355.67	\$1.32	\$5,354.35	\$26,778.35
	82020-5950-100	Equipment Lease	\$18,048.00	\$4,511.67	\$1.32	\$4,510.35	\$22,558.35
	82060-5950-900	Off-Site Storage	\$672.00	\$168.00	\$0.00	\$168.00	\$840.00
	83000-5950-100	Utilities - Electric	\$914.86	\$153.57	\$0.00	\$153.57	\$1,068.43
	83000-5950-200	Utilities - Electric	\$3,210.11	\$841.87	\$0.00	\$841.87	\$4,051.98
	83020-5950-100	Utilities - Other	\$6,094.14	\$1,080.34	\$0.00	\$1,080.34	\$7,174.48
	83020-5950-900	Utilities - Other	\$7,301.01	\$2,794.71	\$0.00	\$2,794.71	\$10,095.72
	83030-5950-100	Utilities - Telephone/Fax	\$417.97	\$98.61	\$0.00	\$98.61	\$516.58
	83030-5950-900	Utilities - Telephone/Fax	\$600.00	\$137.00	\$191.65	(\$54.65)	\$545.35
	83050-5950-100	Utliities - Water	\$1,235.14	\$220.12	\$0.00	\$220.12	\$1,455.26
	84030-5950-950	Adv/Promo - Local/Regional Print	\$1,322.00	\$0.00	\$0.00	\$0.00	\$1,322.00
	84040-5950-950	Adv/Promo - Mktg/Bus Dev	\$4,906.73	\$1,179.76	\$0.00	\$1,179.76	\$6,086.49
	85020-5950-900	Bank Charges	\$831.69	\$1,293.21	\$1,185.00	\$108.21	\$939.90
	85050-5950-900	Cash Short/(Over)	\$138.08	\$126.51	\$765.74	(\$639.23)	(\$501.15)
	85060-5950-900	Cell Phone	\$750.00	\$175.00	\$0.00	\$175.00	\$925.00
	85070-5950-900	City Surcharge R & R	\$10,636.10	\$4,020.85	\$0.00	\$4,020.85	\$14,656.95
	85110-5950-900	Copier/Photocopies	\$166.08	\$169.27	\$0.00	\$169.27	\$335.35
	85120-5950-900	Credit Card Discounts	\$9,796.11	\$1,701.92	\$0.00	\$1,701.92	\$11,498.03
	85150-5950-900	Dues & Subscriptions	\$150.00	\$0.00	\$0.00	\$0.00	\$150.00
	85160-5950-100	Education & Training	\$210.00	\$0.00	\$210.00	(\$210.00)	\$0.00
	85190-5950-900	Employee Relations	\$667.09	\$0.00	\$0.00	\$0.00	\$667.09

TRIAL BALANCE SUMMARY FOR 2015
The Golf Club at Cypress Head

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance	
	85200-5950-100	Employee Testing	\$130.75	\$0.00	\$0.00	\$0.00	\$130.75	
	85280-5950-900	Insurance Expense	\$15,183.68	\$3,795.92	\$0.00	\$3,795.92	\$18,979.60	
	85320-5950-900	Member Relations	\$131.18	\$0.00	\$0.00	\$0.00	\$131.18	
	85330-5950-900	Messenger Service - Fedex	\$90.64	\$84.97	\$0.00	\$84.97	\$175.61	
	85340-5950-900	Miscellaneous	\$1,674.92	\$0.00	\$0.00	\$0.00	\$1,674.92	
	85340-5950-950	Miscellaneous	\$11,616.12	\$0.00	\$0.00	\$0.00	\$11,616.12	
	85390-5950-900	O/S - Accounting	\$13,200.00	\$0.00	\$1,200.00	(\$1,200.00)	\$12,000.00	
	85430-5950-100	O/S - Other	\$325.00	\$881.50	\$0.00	\$881.50	\$1,206.50	
	85480-5950-900	Payroll Processing Fee	\$845.49	\$328.32	\$0.00	\$328.32	\$1,173.81	
	85490-5950-900	Postage/Shipping	\$39.20	\$0.00	\$0.00	\$0.00	\$39.20	
	85610-5950-900	Tax/Licenses/Fees	(\$90.00)	\$0.00	\$30.00	(\$30.00)	(\$120.00)	
	85660-5950-540	Loss/Theft	\$105.82	\$0.00	\$0.00	\$0.00	\$105.82	
	85710-5950-900	Travel - Meals	\$611.67	\$70.85	\$0.00	\$70.85	\$682.52	
	85720-5950-100	Travel - Other	\$900.00	\$0.00	\$0.00	\$0.00	\$900.00	
	85720-5950-900	Travel - Other	\$2,934.20	\$794.49	\$0.00	\$794.49	\$3,728.69	
	85720-5950-950	Travel - Other	\$231.59	\$0.00	\$0.00	\$0.00	\$231.59	
	85730-5950-950	Website Expenses	\$900.00	\$0.00	\$0.00	\$0.00	\$900.00	
	90000-5950-900	Management Fee	\$24,508.15	\$5,712.85	\$0.00	\$5,712.85	\$30,221.00	
	98020-5950-900	Deprec - Mach & Equip	\$390.20	\$97.55	\$0.00	\$97.55	\$487.75	
	98040-5950-900	Deprec - Buildings	\$1,133.80	\$283.45	\$0.00	\$283.45	\$1,417.25	
	RCMWD-5950-100	Rounds - Complimentary - Weekday	9,193.00	115.00	0.00	115.00	9,308.00	
	REMWD-5950-100	Rounds - Employee - Weekday	15,739.00	89.00	0.00	89.00	15,828.00	
	RMBWD-5950-100	Rounds - Member - Weekday	50,628.00	943.00	0.00	943.00	51,571.00	
	RPKWD-5950-100	Rounds - Peak - Weekday	276,954.00	3,778.00	0.00	3,778.00	280,732.00	
	RPKWE-5950-100	Rounds - Peak - Weekend	5,071.00	0.00	0.00	0.00	5,071.00	
		<u>Accounts</u>	<u>Beginning Balance</u>	<u>Debit</u>	<u>Credit</u>	<u>Net Change</u>	<u>Ending Balance</u>	
		Grand Totals:	145	\$0.00	\$413,923.89	\$413,923.89	\$0.00	\$0.00



March 20th, 2016

Robin Fenwick
City of Port Orange
100 City Center Circle
Port Orange, FL 32129

Dear Ms. Fenwick,

The following is the financial and operational summary report for February 2016 at Cypress Head Golf Club.

FINANCIAL SUMMARY FOR MONTH ENDING February 2016							
	Current				Year to Date		
	Actual	Budget	Variance vs. Budget		Actual	Budget	Variance vs. Budget
Revenue							
Green Fees	\$ 74,637	\$ 69,817	\$ 4,820		\$ 257,645	\$ 240,184	\$ 17,461
Cart Fees	\$ 51,359	\$ 46,175	\$ 5,184		\$ 180,975	\$ 161,516	\$ 19,459
Range	\$ 3,775	\$ 3,334	\$ 441		\$ 12,882	\$ 11,647	\$ 1,235
Pro- Shop Revenues	\$ 6,468	\$ 6,153	\$ 315		\$ 25,329	\$ 24,360	\$ 969
City Surcharge R/R	\$ 4,021	\$ 3,802	\$ 219		\$ 14,657	\$ 12,592	\$ 2,065
Total Revenue	\$ 140,260	\$ 129,281	\$ 10,979		\$ 491,488	\$ 450,299	\$ 41,189
Cost of Sales	\$ 3,248	\$ 2,941	\$ 307		\$ 16,911	\$ 11,455	\$ 5,456
Merchandise	\$ 3,248	\$ 2,941	\$ 307	63%	\$ 16,911	\$ 11,455	\$ 5,456
Gross Margin	\$ 137,012	\$ 126,340	\$ 10,672		\$ 474,577	\$ 438,844	\$ 35,733
Total Payroll	\$ 50,333	\$ 49,204	\$ 1,129		\$ 272,693	\$ 245,013	\$ 27,680
Total Operating Expenses	\$ 32,462	\$ 34,054	\$ (1,592)		\$ 219,135	\$ 249,780	\$ (30,645)
Net Operating Income	\$ 54,217	\$ 43,082	\$ 11,135		\$ (17,251)	\$ (55,949)	\$ 38,698
Other Expenses	\$ 6,094	\$ 6,136	\$ (42)		\$ 32,126	\$ 28,764	\$ 3,362
Management Fee	\$ 5,713	\$ 5,601	\$ 112		\$ 30,221	\$ 26,089	\$ 4,132
Interest Expense	\$ -		\$ -				\$ -
Depreciation	\$ 381	\$ 535	\$ 545		\$ 1,905	\$ 2,675	\$ (770)
Net Cash From Ops	\$ 48,123	\$ 36,946	\$ 11,177		\$ (49,377)	\$ (84,713)	\$ 35,336
Rounds							
Total Rounds	4,925	4,567	358		17,860	17,124	736
Avg. Green Fee/Cart Fee	\$25.58	\$25.40	\$ 0.19		\$24.56	\$23.46	\$ 1.10
Avg. Merchandise/round	\$1.31	\$1.35	\$ (0.03)		\$1.42	\$1.42	\$ (0.00)

Food & Beverage totals have been removed from 14/15 Actuals in Total Revenues and Payroll expenses to properly reflect comparisons to fiscal year 2015/2016.

Overview:

- The month of February has proven to be very exciting for Cypress Head golf course. We were able to generate a total revenue increase of over \$10,979 from our proposed budget with an 11% increase over the prior year. Our EBITDA improved by 20% versus the monthly budget with an increase of over \$11,135 and a 108% increase over prior year.
- In regards to year to date totals we were able to increase revenues by 8% versus the proposed budget for fiscal year 2015-2016 with an increase of \$41,118. Our operating expenses to date have been reduced by \$30,645 with an 8% decrease over prior year at this time. We were able to host 4925 player rounds with an average of \$ 27.00 per round.

Key Performance Highlights:

- Total revenues for the month of February exceeded the budget by over 7.8% Our operating expenses were reduced by 5% which allowed us to attain an EBITDA of \$54,217 with over 4925 rounds for the month.
- Cypress Head Golf Course has also been involved in hosting multiple clinics designed for ladies & juniors to help bring new players to Cypress Head golf course to experience all that the club has to offer.
- The team from Cypress Head introduced Golf in the local school system to all the 2nd and 3rd graders at Cypress Creek elementary school in Port Orange. We were able to engage over 250 kids at Cypress Creek where they experienced the fun and joy of playing golf games. All of the kids were given an opportunity to sign up for future classes which are being held at the school as well as the golf course and those classes were all sold out!!
- We also continue to host regular groups such as the Nelson group, the Girouard group, and the Grose and Robish groups. All of these groups continue to play regularly throughout the winter season since they have enjoyed the course conditions and customer service.
- Ms. Reggie Hunter, our Director of Sales & Marketing, continues to work diligently in promoting to all groups and outings that play at Cypress Head, that this is the best place to host their event. We have received a tremendous amount of positive publicity throughout Port Orange and Volusia County which has been generated by all the guests who are either playing golf, taking lessons, practicing at our lighted range or enjoying the new menus from the Tavern restaurant.

Recognition and Awards:

- We will be hosting the City Championship at Cypress Head on March 12th & 13th which is an event open to the public with multiple divisions for both men and women. We will be presenting trophies and prizes for the Men's, the Senior Men's and the Women's Championship division as well as various handicap flights for other groups.

R&R Projects pending:

- There were no R & R projects outlined for the month of February.

Tee Sheet Activity:

- We had over 3778 paid rounds for the month as well as 943 Annual and Cypress Pass member rounds.
- The Golf staff continues to monitor daily tee sheet activity and they are trained to recognize underutilization of the tee sheet and offer promotional prices to increase the number of potential players.

February 2016 and YTD rounds mix:

Type	Actual	Budget	Month- P.Y.	Y.T.D	P.Y-Y.T.D
Paid	3778	3936	3897	13469	16902
Annual	943	423	419	3524	2053
Other rounds	204	208	206	867	1261
Total Rounds	4925	4567	4522	17860	20216

Departmental Summaries:**Course & Grounds/Range**

- The maintenance team continues to do a tremendous job in maintaining the golf course even though we did experience several days of cart path only conditions. Dennis and his team continue to work diligently in preparing the course for all the players and are following all guidelines for turf management.

- The range continues to receive a large amount of play due to the much improved drainage as a result of the renovations. The lights are operational on several evenings and both conditions have helped to increase our range revenues as well.

Food and Beverage

- No Food and Beverage sales for the month of February. The management team of the Tavern continues to work with Ms. Hunter and I by coordinating all the details involved for any events held at Cypress Head. We are very committed to offering the best in class service to all tournament groups, individual golfers and non-golfers alike.

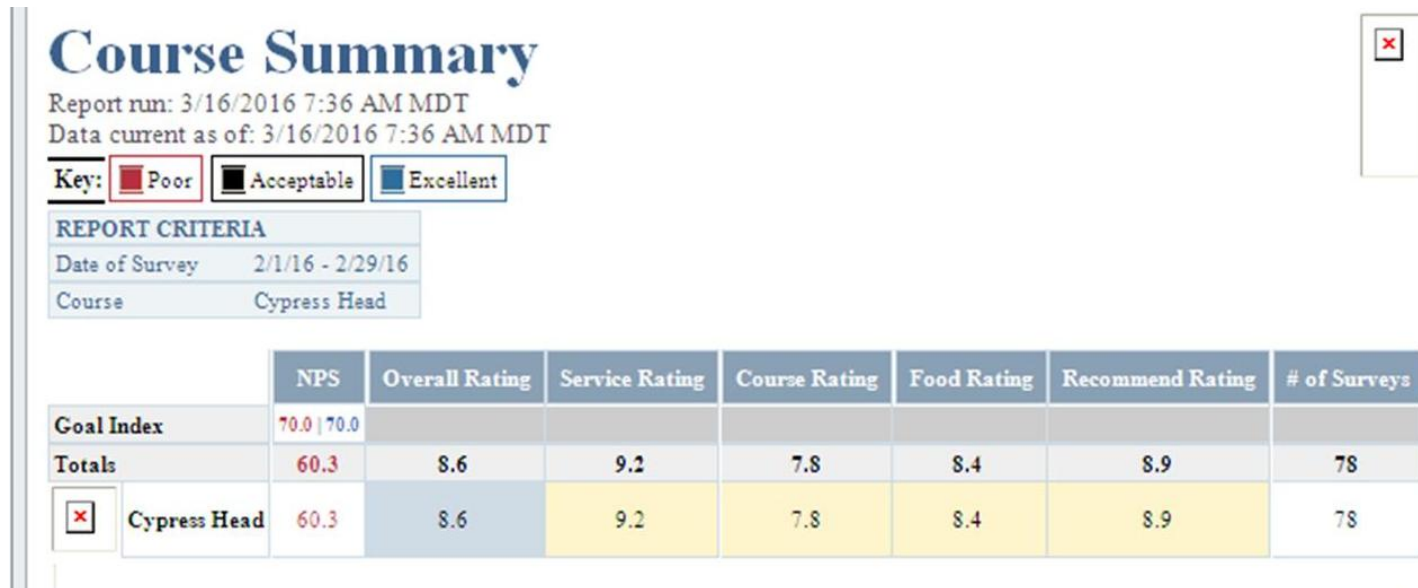
Golf Shop/Carts

- The golf shop continues to receive and display new merchandise to help enhance the professional nature of the golf shop and increase merchandise sales. Vendors include Footjoy, Titleist, Callaway, Bridgestone, Page & Tuttle, Nancy Lopez, Bermuda Sands, Ahead headwear and St Andrews products. We hold weekly specials promoting different manufacturers to compete with the large box stores locally. We had over \$579.00 in gift card sales for the month as well as over \$5083.00 in merchandise sales.
- We continue to follow all regular maintenance procedures regarding the cart fleet which includes registering monthly totals for battery amperage and mileage as well as proper watering of all batteries to protect all warranties associated with the new fleet. In addition to the monthly process our carts are inspected daily for any damage which may have occurred during normal play. We are committed to providing quality carts for the enjoyment of all our players.
- Our team has also been involved with a new national program called GLF which stands for Giant Leap Forward. This program is designed to help promote the game of golf to young golfers throughout the school system beginning in the elementary level all the way to high school. We are excited about promoting this program to all skill levels of junior golfers and this is a tremendous benefit for the City of Port Orange. As mentioned above, we introduced the program at Cypress Creek Elementary school to over 250 kids who had the chance to learn firsthand how much fun golf can be.

Marketing and Sales:

- The Sales & Marketing director has been very busy responding to all guest inquiries and she has booked multiple events for the month of March as well as April, May and June. Ms. Hunter continues her involvement with the POSD Chamber, POSD Ambassadors program, Daytona Beach Chamber, SEV Chamber and the POSD Rotary club promoting the course as well as keeping Cypress Head “Top of Mind” in the local community.
- We are continuing our involvement with Daytona CVB, Golf Pac, and Tee-Times USA along with other National wholesaler and Golf Now to maximize utilization of our tee sheet.
- We have increased our database of emails to over 9197 unique e-mail addresses which were accomplished by the golf team by properly registering player profiles including residency, phone numbers and proper classifications of all players. This process will allow us an opportunity to offer promotions to our database to experience Cypress Head golf club.
- The team is very active on social media including Facebook, Twitter, and Instagram as well as email blasts promoting all the events and programs offered at Cypress Head.
- The city of Port Orange is also involved with promoting the golf course through the POG channel and the Parks & Recreation department has been helpful in posting golf clinics at their facilities.

Mindshare Reviews and Comments:



- There were over 1,200 questionnaires mailed out to players during the month with an overall rating for the golf course receiving an 8.6 with a recommended rating of 8.9. Many of the comments were related to the conditioning of the course as well the friendliness of the golf staff. There were some reviews that had constructive ideas to help us improve in some areas which we will evaluate as a team. The comments returned by the players in this avenue are useful tools in helping our maintenance and golf staff team improve. We also review all negative comments and they are discussed by our team and if required we will contact the individual to help us better understand their concerns.
- One of our initiatives for Cypress Head has been to improve the quality of customer service. I would like to share a letter that was sent to us by a Mr. John Nicotra. He was here for several weeks and he took the time upon returning home to share his thoughts about the Golf Club and our staff. He has suffered from throat cancer and he did have some difficulties communicating but as you can see by his letter, he felt that he was a part of the family.

John S. Nicotra
2835 Buckingham Court, Apt. 1415, Allison Park, PA 15101
412-213-0096 jnicga@msn.com

March 11, 2016

Mr. Bob Duquette
Cypress Head Golf Club
6231 Palm Vista Street
Port Orange, FL 32128

Hi Bob. We arrived in Pittsburgh on Wednesday from Port Orange. 940 miles door to door. It's raining, cloudy and 42 degrees in Allison Park (10 miles North of Pittsburgh). After spending six weeks in Port Orange, a day and a half in Allison Park, don't be surprised if you see me soon back at Cypress Head.

Shortly after we arrived at Port Orange, our son-in-law took us to dinner at Monterey Grill restaurant in Port Orange. While we were there I asked the manager if he played golf and if so, where would he suggest I play. He wrote down four courses and numbered them. # 1 - Indigo, # 2 - Cypress Head, # 3 - Preserve at Turnbull Bay, # 4 - Pelican Bay - South.

While in Florida, I played about 15 to 18 rounds of golf. I played 1 round at Venetian Bay, 1 round at Cypress Lakes and the rest at Cypress Head.

The first golf course I called for a tee time was Cypress Head. Boy am I glad. I'm an erratic golfer. I usually shoot somewhere in the 90's. I found your course challenging yet fair. Wide open fairways but trouble. When you have the divers reclaim the golf balls - save about three dozen for me. That's about how many I lost.

Bob, I said I really like the layout of the holes. However, what really impressed me was the people who are employed at Cypress Head. You were the first person I met when I came to Cypress Head. You and all of the employees I encountered, treated me extremely well. The women at the counter were very pleasant and patient with me. As you know, most people have difficulty understanding my talk (due to multiple surgeries for cancer removal). The starters and even the workers at the cart return were pleasant. One of the starters even greeted me by name on several occasions.

I expect to be coming to Port Orange in the future and you can count on Cypress Head being my HOME golf course in Florida. Please extend my thanks to your staff for treating me like one of the family. God bless.

Sincerely,



John Nicotra

Corporate Support:

- Kemper Sports Center for Excellence – Ongoing resource.

Summary:

- The entire team here at Cypress Head including all the managers, the maintenance workers and members of the golf staff continue to be excited about the positive feedback received from our golfing friends. It has been a pleasure for the entire staff to showcase the investment made by the city for its residents as we continue to offer the best possible experience for all players and guests.
- Our plan for the month of March involves the continuation of family golf clinics, junior golf programs and individual lessons to bring more Port Orange residents to the club to experience the benefits and services that we have to offer. We have also added two series of Ladies Clinics for February due to popular demand.
- We will be promoting the Cypress Head Club Championship which is going to be held during the weekend of March 12th & 13th. This event is open to the public and we expect a large turnout for this challenging event on the newly renovated golf course.
- We look forward to adding more rounds during March since daylight savings begins on March 13th. The change in time will allow for longer hours in the evening to have more leagues and after work players join us at Cypress Head.

Respectfully Submitted,

Bob Duquette, PGA

General Manager
The Golf Club at Cypress Head.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/05/2016

Consent item: No

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

DEPARTMENT: Community Development

GOAL:

3 - Economic Development

OBJECTIVE: 1 - Continue the implementation of Riverwalk

RECOMMENDED MOTION:

SUMMARY: Update: March 18, 2016

On March 15, Council approved the Second Amendment to the Riverwalk Marina and Riverboat Master Development Agreement (MDA), subject to the applicant revising the MDA to include language that the property owner shall record a deed dedicating an additional five (5) feet on either side of the right-of-way for Halifax Drive to provide a fifty (50) foot right-of-way between Ocean Avenue and the property at 3738 Halifax Drive within 6 months from the effective date of the Second Amendment. The applicant revised the MDA based on Council's direction.

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

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

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

The applicant has also proposed removing the requirement to dedicate 5 feet of land along each side of Halifax Drive at two locations. According to the applicant, there are ongoing discussions with the City about transferring ownership of the Cardwell Funeral Home property (3571 Ridgewood Avenue) to the applicant, and in return, the City would

be granted an easement over a linear park with a 20' pedestrian trail in the general area of the existing Halifax Drive. According to the applicant, the 20' pedestrian trail would be constructed as part of the initial phase of the proposed restaurant and residential condominium project and maintained by the property owner. If the transfer agreement is approved by Council, the dedication of the additional land would not be necessary because the entire area would be privately owned with a public easement over the linear park.

Project Funding Account
No.: No.:

ATTACHMENTS:

1.	Ordinance No. 2016-3	Ord. No. 2016-3.pdf
2.	Staff Report	Staff Report - 2nd Amendment.pdf

Fenwick, Robin	Created/Initiated - 03/22/2016
Clark, Wayne	Approved - 03/22/2016
Roberts, Margaret	Approved - 03/31/2016
Johansson, M. Jake	Final Approval - 03/31/2016

ORDINANCE NO. 2016-3

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

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

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

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

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

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

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

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

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

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

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

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

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

MAYOR ALLEN GREEN

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on second reading on the day of _____, 2016

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

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

EXHIBIT "1"

Prepared By:

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

Return Recorded Document to:

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

SECOND AMENDMENT TO THE RIVERWALK MARINA AND RIVERBOAT MASTER DEVELOPMENT AGREEMENT

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

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

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

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

NOW THEREFORE, the Parties hereby agree as follows;

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

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

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

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

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

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

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

5. Paragraph 9 of the First Amendment to the Riverwalk Marina and Riverboat Master Development Agreement is hereby deleted in its entirety.

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

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

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

7. Paragraph 10 of the First Amendment to the Riverwalk Marina and Riverboat Master Development Agreement is hereby amended to read as follows:

Within 6 months from the effective date of this Second Amendment, unless the Original MDA, as amended, has been subsequently further amended by the parties, the Owners shall record a deed dedicating an additional five (5) feet on either side of the right of way for Halifax Drive to provide a fifty (50) foot right of way between Ocean Avenue and the property at 3738 Halifax Drive.

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

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

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

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

WITNESSES:

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

Signature

By: _____
Allen Green, Mayor

Printed Name

Signature

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

Printed Name:

Date: _____, 2016

STATE OF FLORIDA
COUNTY OF VOLUSIA

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

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

STATE OF FLORIDA
COUNTY OF VOLUSIA

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

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

HALIFAX RIVER PARTNERS, LLC

WITNESSES:

Susan Kellett
Signature

Susan Kellett
Printed Name

Gail F. LaCour
Signature

Gail F. LaCour
Printed Name

By: Josif Atanasoski
Josif Atanasoski, Manager

Date: 3-28-16

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 28 day of MARCH, 2016, by JOSIF ATANASOSKI, Manager of HALIFAX RIVER PARTNERS, LLC. He is personally known to me or has produced _____ as identification.



Christina D. Carson
Notary Public, State of Florida at Large

My Commission Expires:

WITNESSES:

David E Clark
Signature

DAVID E. CLARK
Printed Name

Susan Kellett
Signature

SUSAN Kellett
Printed Name

RIVERWALK MARINA, LLC

By: [Signature]
E.V. LaCour, Manager

Date: 03-28-16

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 28 day of MARCH, 2016, by E. V. LACOUR, Manager of RIVERWALK MARINA, LLC. He is personally known to me or has produced _____ as identification.



Christina D. Carson
Notary Public, State of Florida at Large

My Commission Expires:



STAFF REPORT

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

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

DEVELOPMENT PROPOSAL

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

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

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

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

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

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

Figure 1. – Dedication of Land along Halifax Drive



General Site Layout:

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

Figure 2. Interim Conceptual Development Plan (ICDP)



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

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

RECOMMENDATION:

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

ATTACHMENTS:

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



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/05/2016

Consent item: No

SUBJECT: Youth Advisory Board Appointment

DEPARTMENT: City Clerk

GOAL:

OBJECTIVE:

RECOMMENDED MOTION: Move to nominate Alex DePina to the Youth Advisory Board.

SUMMARY: There are additional openings on the Youth Advisory Board and the City Clerk has received another application. Alex DePina has volunteered to serve on the Board. Attached is his application for your review.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Alex DePina Application	Alex DePina application.pdf
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Fenwick, Robin
Johansson, M. Jake

Created/Initiated - 03/22/2016
Final Approval - 03/31/2016

Fenwick, Robin

April 5th

From: donotreply@port-orange.org
Sent: Monday, March 14, 2016 5:29 PM
To: Fenwick, Robin
Subject: Volunteer Application - Alexander DePina



ADVISORY BOARDS AND COMMISSIONS VOLUNTEER APPLICATION

Submitted by Alexander DePina on 03/14/2016

Personal Information

Name: Alexander DePina
Date of Birth: [REDACTED]
Telephone: [REDACTED]
E-mail: [REDACTED]m
Business Telephone:
Address: [REDACTED]
Are you a registered voter in Port Orange? No
City Council District: 4
How long have you been a resident of Port Orange? 4 months
Are you currently serving on a City Board? No
If yes, when and which board?

References

Reference 1: Maxwell DePina, [REDACTED]
Reference 2: Agnelo DePina, [REDACTED]
Reference 3: Cindy m. dePina, [REDACTED]

Education

High School:
Date Graduated High School: //

College:

Date Graduated College:

//

Degree:

Work Experience

Served as a volunteer to City Clerk's Office doing shredding and inventory

Interests/Activities

Sports Theater Arts Environment Computer coding Wildlife

Community Involvement

Volunteer for my community

Why do you desire to serve on these boards?

I have always enjoyed youth activities for both city/town recreation as well as AAU. I feel that recreation is an important part of the community. I want to share my thoughts for people of all ages. Maybe my perspective could be different and help achieve a greater community!

Resume/Additional Information

Selected Boards/Commissions

Environmental Advisory Board
Construction Regulation Board
Code Enforcement Board
Audit & Budget Advisory Board

Order of Preference

Youth Advisory only (issues with attempting the one check box...informed to check a second check box)

Signature:

Alexander E. DePina

Date:

03/14/2016

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
MARCH 15, 2016

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

Pledge of Allegiance

Invocation - Pastor Scott Kirschner of Christ the King Community Church

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

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

Mayor Green asked that Item #10 be moved up on the agenda.

AGENDA APPROVAL

Items pulled: 19, c, d and 15

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

BOARD APPOINTMENTS, INTERVIEWS, REPORTS

5. Citizen Advisory Committee for TPO

Bobby Ball provided details from the most recent Citizen Advisory Committee meeting.

6. Youth Advisory Board Appointment

Motion to nominate Colin Johansson to the Youth Advisory Board was made by Councilman Burnette, and Seconded by Councilman Ford.

Colin Johansson introduced himself to Council.

Motion carried unanimously by voice vote.

SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

7. Fire Pension Plan Actuarial Report - Patrick Donlan

Patrick Donlan, Actuary, provided details of the actuarial report for the Fire Pension Plan. The annual rate of return is being reduced to 7.8%.

Councilman Ford advised Council that extra payments made by the City allowed the City to not go further in debt with this plan. He would like to discuss the option of combining administration of the plans to save money on administrative overhead.

Councilman Burnette asked what the target rate of return is for the board and wants to know how much the rate of return has averaged over the past 10 years. Mr. Donlan said the plan is probably averaging approximately 8% but it's been very volatile. Councilman Burnette asked Mr. Donlan to provide the actual average for the past 10 years and 20 years. He also asked what percentage is funded. Mr. Donlan said 60.5%.

Vice Mayor Bastian is happy to see the unfunded liability being reduced.

Councilman Stiltner asked if the reports show the rate of return from inception. Mr. Donlan said they only have information for the past 20 or so years since they have been administering the plan. Councilman Stiltner agreed with having the discussion regarding consolidating the administration of the plans.

8. Police Pension Plan Actuarial Report - Chad Little

Chad Little, Actuary, provided details of the actuarial report for the Police Pension Plan. The assumed rate of return is 7.75% for 2016 and will be 7.65% for 2017. He discussed the amortization payment schedule.

Vice Mayor Bastian asked how many employees are in the new tier 2 plan. Mr. Little will provide it to the Council.

Councilman Stiltner asked if the amortization payment schedule is changed as reality hits and the plan does not meet the assumed rate of return. Mr. Little said yes, it is reviewed every year.

Councilman Burnette thanked Mr. Little for the details and benchmarking given in the report.

Councilman Ford asked what can be done to refrain from obtaining more unfunded liability. Mr. Little said making extra payments each year helps.

9. General Employees' Pension Plan Actuarial Report - David Leonard

David Leonard, Actuary, provided details of the actuarial report for the General Employees' Pension Plan. The unfunded liability increased because the retiree benefits are greater than the contributions. The assumed rate of return is 7.5%. The Board is discussing a reduction to 7%.

Councilman Burnette said the Board feels they need to reduce the assumed rate of return and are trying to figure out the best reduction to make.

Vice Mayor Bastian is glad the plan is funded at over 80% even though it's not where it has been in years past.

Councilman Burnette wants to see all plans doing as well as the General Employees' Pension Plan.

Councilman Ford wants to continue the annual review with all of the actuaries.

Ted Nofall, citizen, expressed his concerns regarding the plans. He suggested an audit of the plans.

Councilman Stiltner asked that the City Manager meet with the Boards' Chairs to discuss combining the services. Mr. Johansson said Staff is already investigating that with other cities.

10. Special Recognition: Matthew Petkus.

Council recognized Matthew Petkus for saving the life of another patron at a local restaurant.

PUBLIC HEARING

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

Mayor Green read Ordinance No. 2016-2.

ORDINANCE NO. 2016-2

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

Motion to adopt Ordinance No. 2016-2 on second reading was made by Vice Mayor Bastian, and Seconded by Councilman Burnette. Motion carried unanimously by roll call vote.

Council wants to work with the lobbyists next year relating to the prohibition of smoking in public parks.

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

Councilman Burnette asked that this item be moved after Item F so that the Town Center CRA can make their recommendation prior to the Council.

Councilman Ford asked if there is a difference between formal and informal public hearings in Florida. Margaret Roberts, City Attorney, discussed the procedure for public hearings that needs to be requested by City Staff or the applicant.

Motion to continue this item until after the Town Center meeting is held so that their recommendation can be considered by Council was made by Councilman Burnette, and Seconded by Councilman Stiltner. Motion carried unanimously by roll call vote.

Council recessed to hold the Town Center CRA meeting, minutes of which are under separate cover.

Council reconvened at 8:38 p.m.

Mayor Green read Ordinance No. 2016-3.

ORDINANCE NO. 2016-3

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

Motion to adopt Ordinance No. 2016-3 on first reading was made by Vice Mayor Bastian consistent with the CRA's recommendation, and Seconded by Councilman Burnette.

Mike Gardner, citizen, expressed his concerns of the request.

Mr. Noftall asked if the public hearing is a quasi-judicial hearing or legislative hearing and asked if the witnesses would be sworn. Ms. Roberts said it is a quasi-judicial hearing and there was no request by the City or the applicant to have witnesses sworn. Members of the public who wish to speak will not be sworn. Mr. Noftall asked if citizens will be able to question the applicant. Ms. Roberts said no. Citizens can ask questions of the Council only, but cannot question the applicant. Mr. Noftall advised of a potential typo in the Public Participation Policy Resolution.

Motion carried unanimously by roll call vote.

Council recessed to hold the Eastport CRA meeting, minutes of which are under separate cover.

CITIZEN PARTICIPATION (Non-Agenda – 15 minutes)

Mr. Nofall addressed Council regarding the meeting being scheduled on an election day. He asked for an update on the rebate regarding the stormwater charge. Mr. Johansson said it's being worked on. Mr. Nofall expressed his displeasure that the City is aggressively selling their land in the Eastport CRA.

COUNCIL COMMENTS

13. Comments/Concerns from Council Members

Councilman Ford asked for better agenda management so that they are all more moderate.

Councilman Burnette asked for an update on the bus bench issue. Mr. Johansson is discussing a plan with the County currently. He will bring the issue back during a workshop to get direction from Council on the options with the benches. May 24th is the fourth Tuesday of May, which would be a Council workshop night. He asked if Council would agree to move it to May 31 instead as the 24th is Baccalaureate for high school seniors.

Motion to move the May workshop to May 31, 2016 was made by Councilman Ford, and Seconded by Councilman Burnette. Motion carried unanimously by roll call vote.

Vice Mayor Bastian asked for an update as to the Pie Guy. Wayne Clark, Community Development Director, advised that there is an Occupancy Certificate but they are working on expanding with other companies.

Councilman Stiltner asked for an update on the search for a Fire Chief. He asked the City Manager to research the transport option with the Fire Department.

CONSENT AGENDA

14. Approval of Minutes

a. March 1, 2016 - Regular City Council Meeting

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

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

17. Resolution No. 16-16 - Budget Appropriation

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

19. Bid Awards and Contract Items

- a. Extension of the Standard Contract for Services with Applied Aquatic Management, Inc.
- b. Amendment 3 to Volusia County School agreement
- c. Body Cameras and Electronic Control Devices (Tasers)
- d. First Amendment and Renewal to the Hunting Lease for Smokey Hunt Club, Inc.
- e. Amendment #1 to Interlocal Agreement for Jointly Owned Property

Motion to approve the Consent Agenda as amended was made by Vice Mayor Bastian, and Seconded by Councilman Stiltner. Motion carried unanimously by roll call vote.

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

Vice Mayor Bastian asked if there is a potential start date.

Andy Neff, Public Utilities Director, said there is a bid opening on Friday and the potential start time would be June or so.

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

Item # 19(c) - Body Cameras and Electronic Control Devices (Tasers)

Vice Mayor Bastian asked questions of the body cameras. Tom Grimaldi, Police Chief, advised that 70 cameras will be purchased for the patrol units.

Councilman Ford doesn't believe it is a sole source item. He asked that Staff come forward with a request to waive the bids rather than call it sole source.

Mr. Johansson advised that the request was made on quote wire but agreed a waiver of formal bid requirements would be appropriate.

Motion to waive the formal bid requirements and approve the purchase was made by Vice Mayor Bastian, and Seconded by Councilman Burnette.

Motion carried unanimously by roll call vote.

Item #19(d) - First Amendment and Renewal to the Hunting Lease for Smokey Hunt Club, Inc.

Alan Rosen, Assistant City Manager, provided details of the request. Changes were made since the gun range is going in in that area.

Councilman Ford would like more control of the look of the hunt club. He said there's outside storage and people living on the site.

Mr. Noftall asked to allow the general public and citizens' access to the hunt club.

Motion to approve the First Amendment and Renewal was made by Vice Mayor Bastian, and Seconded by Councilman Burnette. Motion carried unanimously by roll call vote.

REGULAR AGENDA

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

Mr. Johansson requested a continuance of this item to process the bid protest according to the purchasing guidelines.

Motion to continue was made by Councilman Stitlner, and Seconded Councilman Burnette. Motion carried unanimously by roll call vote.

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

Tim Burman, Planner, discussed the TPO 2016 Transportation Improvement Program Priority list options and asked for support from Council.

Motion to approve was made by Councilman Ford, and Seconded by Vice Mayor Bastian. Motion carried unanimously by roll call.

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

Mr. Neff explained the project under this task authorization.

Motion to approve was made by Vice Mayor Bastian, and Seconded by Councilman Stiltner. Motion carried unanimously by roll call.

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

Tracey Riehm, Finance Director, provided details of the budget and contract pricing.

Branford Adumuah, Public Works Director, discussed the comparison of annual costs and workload for maintenance work.

Councilman Ford asked if the contract changes have been tightened up. Mr. Johansson said yes, the contract needs to be monitored. Mr. Adumuah advised that there are now two inspectors for the contract and terms changed some from previous contracts.

Councilman Stiltner wants to see improvements in the look of the City landscaping. He believes the contractors can meet the needs of the Council but there will be no excuses. Council's expectations are high and improvements are expected.

Mr. Johansson advised that this fiscal year's budget is in place, but next year's budget will be affected by this award.

Jack McConnell, citizen, agreed with Councilman Stiltner and would like to see improvements throughout the City.

Mr. Nofall asked if City Staff is cheaper than a private contractor.

Motion to approve as presented was made by Councilman Stiltner, and Seconded by Councilman Burnette. Motion carried 3-2 by roll call vote with Councilman Burnette and Vice Mayor Bastian voting no.

24. Authorization to Apply for Riverwalk Development Applications

Mr. Burman advised this item is similar to the Town Center CRA item but relating to the City owned property. It allows the City Manager to sign applications submitted by the City for their property.

Councilman Ford expressed concern regarding this request.

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

COMMENTS

25. City Attorney Comments

There was nothing further.

26. City Manager Comments

Mr. Johansson advised that Staff is wrapping up the CAFR and needs guidance on Council's intent regarding the golf course renovation funds. Does Council want to transfer the funds to the golf course or require repayment of a loan? If a loan is required, under what conditions?

Councilman Ford suggested a loan with zero percent interest rate.

Motion to approve a zero percent loan was made by Councilman Ford, and Seconded by Councilman Burnette.

Mr. Noftall asked if there would be payment amounts and terms.

Council agreed to have the Water/Sewer loan serviced first over 20 years.

Motion carried unanimously by voice vote.

Mr. Johansson asked Council to consider TIF sharing criteria. He offered to bring back options and details in a workshop. Council agreed to explore TIF incentives.

COUNCIL COMMITTEE REPORTS

27. City Council Committee Reports

- a. Arthaus – Councilman Burnette reported on current events of Arthaus.

b. Chamber of Commerce – Councilman Burnette reported on current events of the Chamber.

c. Roundtable of Elected Officials – Mayor Green reported that they presented information on homelessness but he was unable to attend.

d. Library Advisory Board – Vice Mayor Bastian reported on the recent meeting of the Board.

ADJOURNMENT: 10:08 p.m.

Mayor Allen Green

Attest:

Robin Fenwick, CMC
City Clerk



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/05/2016

Consent item: Yes

SUBJECT: Resolution No. 16-18 - Revising Parks and Recreation Fees

DEPARTMENT: Parks & Recreation

GOAL: 4 - Fiscal Sustainability

OBJECTIVE: 5 - Review and revise fees and charges if needed

RECOMMENDED MOTION: Move to approve Resolution 16-18, and authorize the Mayor and City Clerk to execute the associated documents.

SUMMARY: The City Council recently approved changes to chapter 50 of the code of ordinances. One of the changes made was to repeal section 50-38 non resident fees. In addition to removing the non resident fee staff is recommending we remove the multi child discount. Rec Pro software company is unable to provide a feature button on this discount and the fee can only be calculated and inputted manually. This has caused an audit comment for two consecutive years and since it has been determined that this issue cannot be resolved staff recommends that we remove the discount until such time that this option becomes available.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Reso. No. 16-18	Reso. No. 16-18.pdf
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Lovallo, Susan	Created/Initiated - 03/08/2016
Lovallo, Susan	Approved - 03/08/2016
Jones, Matthew	Approved - 03/31/2016
Riehm, Tracey	Approved - 03/31/2016
Roberts, Margaret	Approved - 03/31/2016
Johansson, M. Jake	Final Approval - 03/31/2016

RESOLUTION NO 16-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, ESTABLISHING REVISED SPONSOR FEES AND REGISTRATION FEES FOR CITY SPONSORED YOUTH AND ADULT ATHLETIC PROGRAMS, PLAYGROUND PROGRAMS, ADULT PROGRAMS, AND CLASSES; REMOVING NON-RESIDENTS REGISTRATION FEES FOR ACTIVITIES; SUPERSEDING PRIOR RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port Orange Recreation Department offers youth and adult athletic programs, playground programs, adult programs, and classes; and

WHEREAS, the City of Port Orange incurs administrative expenses to organize these programs and activities, register participants and provide supervision; and

WHEREAS, additional costs are incurred in providing uniforms, supplies, equipment and officials for the athletic programs which are defrayed, in part, by sponsor fees and registration fees; and

WHEREAS, the City Council desires to have such costs borne by persons participating in designated programs and activities and by team sponsors.

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

Section 1. The sponsor fees and registration fees listed on Exhibit A- D, attached hereto and incorporated herein by reference, are established for participants in and sponsors of youth and adult programs and for participants in playground programs, and other parks and recreation services offered by the City of Port Orange.

Section 2. The non-resident registration fees listed on Exhibit A, attached hereto and incorporated herein by reference, are hereby removed for participants in youth and adult athletic programs, playground programs, adult clubs, and classes offered by the City of Port Orange.

Section 3. This resolution shall supersede Resolution No. 15-83.

Section 4. The fees established in this resolution shall become effective immediately upon execution.

MAYOR ALLEN GREEN

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Adopted on the _____ day of _____

Reviewed and approved: _____
Mathew J. Jones, Deputy City Attorney

Exhibit A**YOUTH PROGRAM REGISTRATION FEES**

Youth Sports	\$70 (R)	\$90 (NR)	15% multi-child discount
Youth Rookie Sport	\$50 (R)	\$70 (NR)	
All Stars	\$100 (R)	\$120 (NR)	
Open Gym child	\$1 daily	\$45 annually (R)	\$65 annually (NR)
Open Gym Student	\$2 daily	\$55 annually (R)	\$75 annually (NR)
Summer Rec Elem.	\$450 (R)	\$470 (NR)	
Elem. Trip Package	\$175		
Teen Camp	\$550 (R)	\$570 (NR)	
Camp T- Rec	\$222 (R)	\$331 (NR)	
Registration Late Fee	\$10		

Child= child under 18 years of age by May 1

Student= person over 18 as of May 1 with valid student ID.

ADULT PROGRAMS

Open Gym Adult	\$3 Daily	\$65 annually (R)	\$85 annually (NR)
Adult Team Sport (15 game season)	\$300 PT	Plus \$30 per player	Min. 12 players
Adult Team Sport (12 game season)	\$200 PT	Plus \$30 per player	Min. 10 players
Adult Individual Sport (12 game season)	\$25pp (R)	\$45 pp (NR)	Add \$10 pp for indoor or evening league

PT- per team, PP- per person

SENIOR PROGRAMS

Open Gym Senior	\$2 Daily	\$55 annually (R)	\$75 annually (NR)
Senior Team Sport (12 game season)	\$75PT	Plus \$30 per player	Min. 12 players
Senior Games Registration fee	\$10	\$5 each add'l. event	Golf \$15 extra Softball Team fee \$50

PT- per team, PP- per person, Senior = 60 as of January 1

SPECIAL PROGRAMS

Parade entry fee	\$15 (NP/NC)	\$50 (FP/C)
Get Fit	\$40 youth	\$50 Adult

(NP) – Nonprofit, (NC)- noncommercial, (FP)- for profit, (C)- commercial

CO-SPONSORED PROGRAMS

Youth Sport (Half year program)	\$2,000 per year	
Youth Sport (Full year program)	\$4,000 per year	
Adult Center Annual Club Fee (indoors)	\$300 ½ building	\$600 whole
Adult Center Annual Club Fee (outdoors)	\$250	

Exhibit B**SPONSOR FEES**

Banner sponsor	\$500 per year	\$350 renewal
Scoreboard sponsor	\$3,000 for 3 years	Or \$1,000 yr. for 3 yrs.
Youth team sponsor	\$350 per team	
Youth league Sponsor	\$1500 per league	(min. 6 teams per league)

ATHLETIC FACILITIES

Gym (1 court) per hour	\$50 (NP/NC) \$100 (FP/C)	Class- \$25 per hr.
Gym Tournament (per court)	\$300 per day (NP/NC)	\$600 per day (FP/C)
Ball Fields (1-bb or 1 soccer)	\$15 per hour (NP/NC)	\$25 per hour (FP/C)
Ball Fields Tournament (per field)	\$100 per day (NP/NC)	\$200 per day (FP/C)
Light Fee per field	\$10 per hour	\$35 Tournament per day
Hard Court with lights	\$10 per hour (NP/NC)	\$20 per hour (FP/C)
Skate Park per hour	\$15 (NP/NC)	\$30 (FP/C)
Skate Park Tournament	\$100 per day (NP/NC)	\$200 per day (FP/C)

(NP) – Nonprofit, (NC)- noncommercial, (FP)- for profit, (C)- commercial

ATHLETIC SERVICES

Tournament Field Prep (chalk or lined) per field	\$35 per Tournament.
Rental Field Prep (peak and non- peak) per field	\$10 per occurrence
Athletic Concessionaire (food, decals, photos, etc.) BLDG	\$500 per season
Athletic Concessionaire (food, decals, photos, etc.) Cart	\$200 per season
Concession Stand (nonprofit)	\$100 per day
Parks Field Staffing- per employee	\$25 per hour
Part Time Staffing- Per employee	\$12 per hour
Temporary Fence Rental per field	\$50

(NP) – Nonprofit, (NC)- noncommercial, (FP)- for profit, (C)- commercial

Exhibit C**LAKESIDE COMMUNITY CENTER**

Weekday Rate per hour	\$75 whole	\$30 Lakeview	\$50 Community Rm
Weekend Rate per hour	\$100		
Conference Rate (8:30- 5:30 weekdays only)	\$350		
Wedding Package (weekend only)	\$1000		
Lakeside Lawn per hour	\$10		
Lakeside Concession Per day	\$200 per day (NP/NC)		
Security Deposit	\$100		
Alcohol Fee	\$75		

(NP) – Nonprofit, (NC)- noncommercial, (FP)- for profit, (C)- commercial

ADULT CENTER & ANNEX

A/C Weekday rate per hour	\$35 ½ building	\$70 Whole
A/C weekend rate per hour	\$100	
Annex rate per hour	\$25	
A/C Class Rental	\$15 ½ building	\$30 whole
Security Deposit	\$100	
Alcohol Fee	\$75	

SPECIAL EVENT FACILITIES

Amphitheater per hour	\$50 NP/NC	\$75 FP/C
City Center Circle per hour	\$37.50 NP/NC	\$62.50 FP/C
City Center Lake per hour	\$25 NP/NC	\$62.50 FP/C
City Hall Plaza and green per hour	\$12.50 NP/NC	\$25 FP/C
Veterans Park per hour	\$25 NP/NC	\$30 FP/C

(NP) – Nonprofit, (NC)- noncommercial, (FP)- for profit, (C)- commercial

ADDITIONAL VENUES

Picnic Pavilion per 3 hours	\$50 (R)	\$75 (NR)
Concessionaire Fee per day	\$50 NP/NC	\$100 FP/C
Exhibitor Fee per day	\$35 NP/NC	\$75 FP/C

Exhibit D**ADDITIONAL SPECIAL EVENT FEES**

Services Supplied by the City	Fee
Electrical Fee for Pedestals	\$50.00 @
Trash Cans (Rental Includes Two)	\$2.00 @
Barricades (Rental Includes ¼ Closure)	\$2.00 @
Police Services	\$40.00 per hr
VIPS (volunteers in police services)	N/A
Fire Services- including 1 st aid	\$55.00 per hr
Park Services	\$25.00 per hr
Public Works Services	\$25.00 per hr
Water Hook Up	\$25.00
Security Deposit	\$100.00
Additional Part time Recreation staff	\$12 per hr



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/05/2016

Consent item: Yes

SUBJECT: Interlocal Agreement between the Utilities Commission of New Smyrna Beach, Florida (UCNSB) and the City of Port Orange for reclaimed water and potable water interconnects

DEPARTMENT: Public Utilities

GOAL: N/A

OBJECTIVE: N/A

RECOMMENDED MOTION:

Move to approve the Interlocal Agreement between the Utilities Commission of New Smyrna Beach, Florida and the City of Port Orange for reclaimed water and potable water interconnects.

SUMMARY:

The City of Port Orange and the Utilities Commission of New Smyrna Beach (UCNSB) previously had Interlocal Agreements for reclaimed water and potable water under separate agreements dated September 9th, 2002. The term of these agreements was initially for 4 years with 2-4 year renewal options, which have now expired. The purpose of each agreement was to provide for the transfer of metered potable and reclaimed water when needed under an established protocol. The potable water interconnect is bidirectional and the reclaimed interconnect is unidirectional (only flows to the City of Port Orange). The City has an 8-inch reclaimed water interconnect and a 12-inch potable water interconnect at Pioneer Trail and Stone Hedge Lane at the southern tip of Waters Edge.

Both potable and reclaimed water interconnects are contained in a single new agreement, which includes:

- Operational protocols for the exchange of water under certain circumstances;
- Costs including: City to purchase potable water from UCNSB at \$1.54 per thousand gallons up to and including 1,087,000 gallons per month and \$2.05 per thousand gallons above that. The UCNSB will purchase water from the City at \$4.24 per thousand gallons. The city will purchase reclaimed water from the UCNSB at a rate of \$0.34 per thousand gallons.
- Term: Initial term of 4 years from date of execution with options for 4 year extensions with concurrence of both parties.

Staff recommends City Council approve this Agreement.

Project Funding Account
No.: No.:

ATTACHMENTS:

1.	PO/NSB Water and reclaimed water interconnect	COPO.NSBUC Interconnect Agreement w. Attachments3.8.16.pdf
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Anderson, Liz	Created/Initiated - 03/10/2016
Wiggins, Julia	Approved - 03/10/2016
Jones, Matthew	Approved - 03/14/2016
Wilson, Rick	Approved - 03/15/2016
Neff, Andrew	Approved - 03/15/2016
Riehm, Tracey	Approved - 03/28/2016
Roberts, Margaret	Approved - 03/31/2016
Johansson, M. Jake	Final Approval - 03/31/2016

INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF PORT ORANGE, FLORIDA

AND
UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH, FLORIDA

This INTERLOCAL AGREEMENT is made this ____ day of _____, 2016, by and between the UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH, FLORIDA, a Florida municipal corporation (hereinafter referred to as "COMMISSION") and the CITY OF PORT ORANGE, FLORIDA, a Florida municipal corporation (hereinafter referred to as "PORT ORANGE"), collectively referred to as the "Parties."

RECITALS

WHEREAS, the COMMISSION and PORT ORANGE operate water treatment systems that produce potable water and sewage treatment systems that produce treated reclaimed water effluent, both which interconnect with each other's like systems; and

WHEREAS, the COMMISSION and PORT ORANGE desire to establish an agreement under which potable and treated reclaimed water can be exchanged; and,

WHEREAS, the COMMISSION and PORT ORANGE have established infrastructure which provides for an interconnect capability for both systems and hereby enter into this agreement for the facilitation and management of those systems.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is agreed as follows:

1. Incorporation of Recitals. The foregoing recitals are true and accurate and are incorporated herein by reference.
2. Conditions Precedent. The COMMISSION and PORT ORANGE affirm that no action, suit, proceeding, or other official investigation is threatened, announced, or commenced by any person or federal, state, or local government authority or agency, that seeks to enjoin or assess penalties or damages against, or obtain any judgment, order, or consent decree with respect to either party in connection with their respective representations and obligations under this Agreement.
3. Representations of PORT ORANGE. PORT ORANGE makes the following representations to the COMMISSION:
 - a. PORT ORANGE is duly organized and in good standing under the laws of the State of Florida, and is duly qualified and authorized to carry out the governmental functions and operations set forth in this Agreement.
 - b. PORT ORANGE has the power, authority, and legal right to enter into and perform the obligations set forth in this Agreement, and the execution, delivery and performance hereof by PORT ORANGE has been duly authorized by the City Council of the City of Port Orange, and does not constitute a default under, or result in the creation of any lien, charge, encumbrance or security interest upon the assets of PORT ORANGE, except as

otherwise agreed to in writing by the Parties.

4. Representations of the COMMISSION. The COMMISSION makes the following representations to PORT ORANGE:

- a. The COMMISSION is duly organized and in good standing under the laws of the State of Florida, and is duly qualified and authorized to carry on the governmental functions and operations set forth in this Agreement.
- b. The COMMISSION has the power, authority, and legal right to enter into and perform the obligations set forth in this Agreement, and the execution, delivery and performance hereof by the COMMISSION has been duly authorized by the Utilities Commission, City of New Smyrna Beach, and this agreement does not constitute a default under, or result in the creation of any lien, charge, encumbrance or security interest upon the assets of the COMMISSION, except as otherwise agreed to in writing by the Parties.

5. Statutory Authority. This Agreement shall be considered an Interlocal Agreement pursuant to Chapter 163.01, Florida Statutes. A true and correct copy of this Agreement shall be filed with the Clerk of the Circuit Court in Volusia County.

6. Effective Date; Service; Term of Agreement.

- a. The effective date of this Agreement shall be the date of the signature of the last party to sign this Agreement (the "Effective Date").
- b. The necessary infrastructure for the interconnection of the potable and reclaimed water systems is complete. Likewise, a metering system is available for each to determine quantity and quality of flow. The potential for potable and reclaimed water transfer is current.
- c. The term of this Agreement shall be for a period beginning on the Effective Date and ending on the fourth (4th) anniversary of the Effective Date. This Agreement may be renewed for additional four (4) year terms upon the mutual consent of the Parties. Each Party shall give the other Party written notice of its intent to renew six (6) months prior to the end of the current term. Either Party may cancel this Agreement with six (6) months prior notification.

7. Distribution and Payment.

- a. PORT ORANGE and the COMMISSION agree to transfer and accept excess treated potable water and excess treated reclaimed water effluent from each other pursuant to the terms and provisions found in Attachments "A" and "B" respectively. The parties agree that potable water transfer shall only occur for the purpose of emergency or short term capacity needs. In the event that a transfer between parties is required for regularly scheduled maintenance, the requesting party shall schedule with the providing party as soon as practicable to allow the provider to prepare for the transfer. As for this agreement, potable water excess means the unused portion of potable water that may be pumped from wells and processed, which is not stored in reservoirs, or similar facilities, that does not jeopardize the integrity of wells or exceed plant production or exceed C.U.P.'s or any other permits.
- b. Nothing contained herein shall be construed to mean that PORT ORANGE or the COMMISSION must transfer any excess treated potable or reclaimed water at any other time.

- c. The COMMISSION and PORT ORANGE agree that transfers of treated reclaimed water effluent and/or potable water to the Point of Connection shall be at the rates set forth in Attachments "A" and "B". However, no fee shall be charged, and no fee shall be paid, for the transfer of excess reclaimed water effluent and/or excess potable water transferred between the parties at the request of the transferor.

8. Operations.

- a. PORT ORANGE and the COMMISSION shall control actual reclaimed water transfer activities as well as monitoring conditions at their facilities. The Parties shall establish and maintain a mutually agreed upon operating protocol for compatibility and consistency of operations.
- b. In order that potable water transfer occurs in a manner that will not adversely impact PORT ORANGE or the COMMISSION's potable water distribution system operations, telemetry monitoring and controls compatible with both parties systems will be provided at the point of system connection. The COMMISSION and PORT ORANGE shall have telemetric ability to initiate a potable water demand command and shall have the ability to monitor conditions of facilities at the point of connection. PORT ORANGE and the COMMISSION shall control actual potable water transfer activities as well as monitoring conditions at their facilities. The Parties shall establish and maintain a mutually agreed upon operating protocol for compatibility and consistency of operations.
- c. All potable and reclaimed water exchanged between the parties shall meet the Department of Environmental Protection (DEP) quality standards established for public access irrigation.

9. Indemnification.

- a. Both parties hereto agree, to the extent allowed by law, that each will indemnify and hold harmless the other to the extent permitted by law from any and all liability, claims, damages, expenses, proceedings and causes of action of any kind and/or nature arising out of or connected with the management, control, use, operation; maintenance or repair of the potable and/or treated reclaimed water effluent distribution facilities provided for hereunder subject to Section 768.28, Florida Statutes. Each agree that it will, at its own expense, defend any and all actions, writs or proceedings which are brought against the other and which arise out of circumstances set out previously in this paragraph and it will satisfy, pay and discharge any and all judgments that may be entered against the other in any such actions or proceedings.

10. Notices. All notices required pursuant to this Agreement shall be in writing, and shall be delivered to the parties by United States mail, postage prepaid, or by email with verification of receipt, as follows:

PORT ORANGE Representative:

City of Port Orange
Public Utilities Director
1000 City Center Circle
Port Orange, FL 32127

COMMISSION Representative:

Utilities Commission, City of New Smyrna Beach
Director of Water/Wastewater Operations
P.O. Box 100
New Smyrna Beach, FL 32170-0100

11. Severability. If any section, subsection, sentence, clause, phrase or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction; such portion shall be deemed a separate, distinct and independent provision of such holding, and such holding shall not affect the validity of the remaining portions hereof.
12. Attorney's Fees. In the event of any litigation hereunder to enforce or construe the terms of this Agreement, the prevailing party shall be entitled to an award of its reasonable attorney's fees and court costs incurred in such action.
13. Entirety. This Agreement represents the entire understanding of the parties hereto. Any amendments shall be in writing and signed by both parties.
14. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
15. Applicable Law. The laws of the State of Florida shall govern the validity, interpretation, construction and performance of this Agreement. Venue for any suit involving this Agreement shall be in Volusia County, Florida.
16. Waiver. Unless otherwise specifically provided by the terms of this Agreement, no delay or failure to exercise a right resulting from any breach of this Agreement shall impair such right or shall be construed to be a waiver thereof; but such right may be exercised from time to time and as often as may be deemed expedient. Any waiver shall be in writing and signed by the party granting such waiver. If any representation, warranty or covenant obtained in this Agreement is breached by any party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive, either expressly or impliedly, any other breach of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed in their respective name, by their proper officers and their seals on the dates below stated.

Signed, Sealed and Delivered in the presence of:

CITY OF PORT ORANGE

By: _____

Attest: _____

Approved as to form and correctness:

By: _____

PORT ORANGE ATTORNEY

UTILITIES COMMISSION, CITY OF
NEW SMYRNA BEACH, FLORIDA

By: _____

Attest: _____

Approved as to form and correctness:

By: _____
COMMISSION ATTORNEY

ATTACHMENT "A"
Potable Water Sharing Protocol

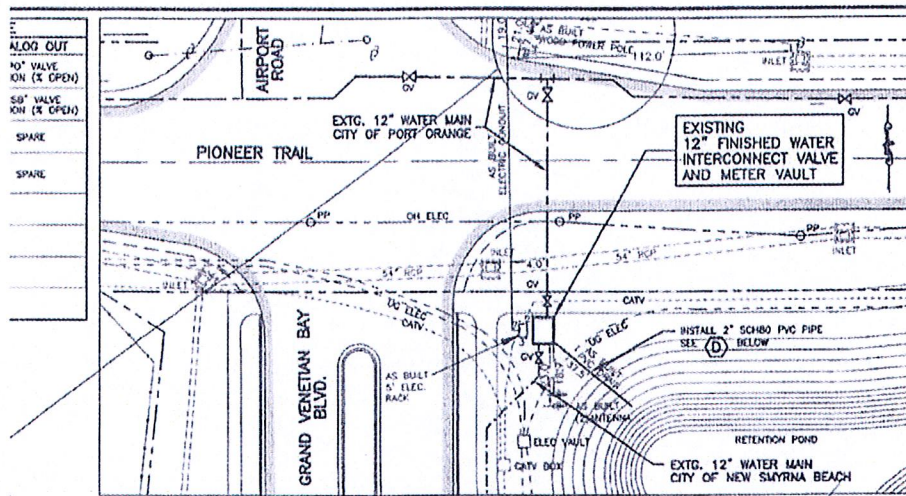
- A. A dual metered interconnection currently exists between the COMMISSION and PORT ORANGE for the purpose of transferring potable water between the two parties. See Attachment "D" for location and configuration.
- B. Each side of the metered interconnection includes:
 - a. A check valve to maintain the direction of flow through the meter, and
 - b. Two (2) isolation valves, one on each party's side of the metered interconnection, and
 - c. Telemetry and electric motor operated valves allow each entity remote control of this facility
- C. The metered interconnection shall only be opened:
 - a. At the request of the receiving party, and
 - b. At the mutual agreement and consent of both parties, and
 - c. With a designated representative of each party present to activate the valve on their side of the interconnection, or
 - d. If an immediate need presents itself, and both parties agree, the interconnect could be more quickly energized remotely to avert system pressure loss in an emergency. A site visit later could still confirm all is operating as intended.
- D. The metered interconnection may be closed at any time by request of either party, with proper notification of both parties. At no time will the metered interconnection be left open if the supplying party cannot meet the daily demand within its own potable water system.
- E. The dual meters at the interconnection shall be read monthly by the COMMISSION and PORT ORANGE to determine the volume of potable water coming into the Port Orange System from the COMMISSION, as well as the volume withdrawn from the system by the COMMISSION from PORT ORANGE.
- F. A monthly invoice of potable water delivered by the supplying entity will be sent to the user, based upon the supplying entity's approved potable water rate (per thousand gallons) in effect at the time the service is provided. The current billable rate by PORT ORANGE to the COMMISSION is \$4.24 per thousand gallons, and may be adjusted from time-to-time by the City Council of Port Orange. The current billable rate by the COMMISSION to PORT ORANGE IS \$1.54 per thousand gallons for usage up to and including 1,087,000 gallons per month, and \$2.05 per thousand gallons for usage above this amount. Thirty days' notice shall be provided by either party prior to any rate adjustment becoming effective.

- G. Each party shall provide notice to the other party at least ten (10) days prior to any scheduled pipe cleaning involving the use of free chlorine or similar chemical cleansing agent(s).

ATTACHMENT "B"
Reclaimed Water Sharing Protocol

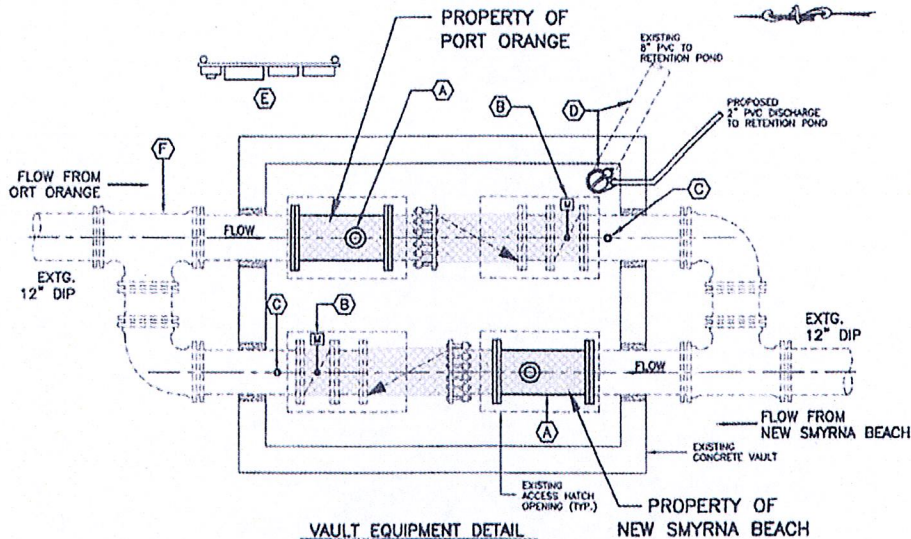
- A. A single metered interconnection currently exists between the COMMISSION and PORT ORANGE for the purpose of transferring reclaimed water from the COMMISSION to PORT ORANGE. See Attachment "C" for location and configuration.
- B. The metered interconnection includes:
 - a. A check valve to maintain the direction of flow through the meter, and
 - b. Two (2) isolation valves, one on each party's side of the metered interconnection.
- C. The metered interconnection shall only be opened:
 - a. At the request of the receiving party, and
 - b. At the mutual agreement and consent of both parties, and
 - c. The interconnection shall only be opened with a designated representative of each party present to activate the valve on their side of the interconnection.
- D. The metered interconnection may be closed at any time by request of either party, with proper notification of both parties. At no time will the metered interconnection be left open if the supplying party cannot meet the daily demand within its own reclaimed water system.
- E. The single meter at the interconnection shall be read monthly by the COMMISSION and PORT ORANGE to determine the volume of reclaimed water coming into the PORT ORANGE System from the COMMISSION. An invoice will be generated by the COMMISSION indicating the total amount of billable consumption by PORT ORANGE, and will be calculated at the Flow Charge Per KG for Major Users, as shown on the Rates, Charges and Fees Reclaimed Water Rate Schedule of the Utilities Commission; currently \$.34 per thousand gallons. This rate may be adjusted from time-to-time by the Commission, and thirty (30) days' notice shall be provided to PORT ORANGE prior to any rate change adjustment becoming effective.

ATTACHMENT "D"



SITE PLAN
12" FINISHED WATER INTERCONNECT NSB/PO--1
 SCALE: 1" = 30 FT.

OK



VAULT EQUIPMENT DETAIL
 SCALE: 1/2" = 1'-0"

LEGEND

- (A) 12" DIA. FLOW METERS (2)
WATER SPECIALTIES MODEL ML-04-5G 150 PSI
FLANGED TUBE METER WITH TR2801 TRANSMITTER ASSEMBLY
- (B) VALVE ACTUATORS (2)
AUMA MODEL SA14.5 MULTI-TURN ELECTRIC ACTUATOR, 120V 1PH
OUTPUT DRIVE MATED TO VALVE STEM
- (C) PRESSURE GAUGE AND TRANSMITTER ASSEMBLIES (2)
SEE DETAIL THIS SHEET.
- (D) SUMP PUMP (1)
HYDROMATIC SD-33 22 GPM AT 20' TDH, 1/3 HP 120V 1PH WITH 1-1/2" DISCH.
CORE DRILL VAULT WALL AND INSTALL 2" SCH80 PVC PUMP DISCHARGE TO RETENTION
POND. END OF PIPE TO EXTEND MIN. 12" INTO POND BEYOND BANK. INSTALL 2" PVC
CHECK VALVE AT END OF PIPE. PIPE TO BE INSTALLED WITH MIN. 2 FT. COVER.
SEAL VAULT WALL PENETRATION WITH NON-SHRINK GROUT.
NOTE:
PLUG 6" PVC PENETRATION THRU VAULT FLOOR WITH MIN. 6" THK. NON-SHRINK GROUT
LEVEL GROUT WITH EXTG. VAULT FLOOR. CLEAN MUD/DEBRIS FROM VAULT FLOOR PRIOR
TO INSTALLATION OF SUMP PUMP. ABANDON 8" PVC IN PLACE.
- (E) ELECTRICAL RACK (1)
R.T.U. BY TELEMETRY PROVIDER OR P.I.C.S., INSTALL AND CONFIGURE
CONDUIT AND POWER SUPPLY TO/FROM FIELD DEVICES.
SEE TELEMETRY SCHEDULE AND ELECTRICAL DETAILS THIS SHEET.
- (F) 40-80 PSI NORMAL OPERATING RANGE (UPSTREAM & DOWNSTREAM)

Record Drawing

8/22/07

JRB

Survey	From: AS SURVEY	Drawn By: JRB
209		
REVISION		

NSB/PO-1
 CONNECT EQUIPMENT
 DETAILS

RICHARD W. FERNANDEZ, P.E. 14722
 MARK A. HAMPTON, P.E. 27301
 BRADLEY T. BLAIS, P.E. 47130
 DAVID A. KING, P.E. 50609
 ANDREW M. GAVINNI, P.E. 46501

DESIGNED	BTB	DATE	08-07	SCALE	SHEET NO.
DRAWN	HB	DATE	08-07	AS SHOWN	15
CHECKED					
APPROVED					

07-642

OF 26



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/05/2016

Consent item: Yes

SUBJECT: Bid Award to Vintage Painting, Inc. for Exterior Painting of Police Department Building Complex

DEPARTMENT: Public Works

GOAL: 1 - Infrastructure Preservation

OBJECTIVE: 4 - Enhance the infrastructure maintenance programs in order to extend the full life of capital investments

RECOMMENDED MOTION: Award the Bid for the Exterior Painting of the New Police Department Complex and Alternate Bids 3, 5, 6, and 7 to Vintage Painting, Inc. in an amount not to exceed \$37,710.00 and authorize the Mayor and City Clerk to execute all documents required.

SUMMARY:

During routine maintenance inspections of the Police Department complex located along Clyde Morris Boulevard in 2015, it was determined that the exterior of the complex and storage building required repairs and repainting.

On January 21, 2016, the Exterior Painting of the Police Department Complex Bid No. 16-06 was publicly opened. Vintage Painting was the lowest, responsive, and responsible bidder with a base bid of \$34,914.00 for the repainting of the exterior administration building, alternate bid 3 of \$678.00 to refinish bollards, alternate bid 5 of \$343.00 to repair lightning damage to the complex fence, alternate bid 6 of \$480.00 to repaint the monument sign, and alternate bid 7 of \$1,295.00 for the elastomeric coating of the storage building. Altogether, the total bid is \$37,710.00.

The prices have been determined to be reasonable for the work to be performed, and it is recommended that the bid be awarded to Vintage Painting, Inc.

Project No.: OBM006 Funding Account No.: 506-4200-539-6397

ATTACHMENTS:

1.	Bid No. 16-06, Exterior Painting of the New Police Complex	Bid 16-06 Draft 1.pdf
2.	Bid No. 16-06, Exterior Painting of the New Police Department Complex Tabulation	Bid 16-06 Bid Tabulation.pdf
3.	Vintage Painting, Inc. Bid No. 16-06	Bid 16-06 Vintage Coatings.pdf

	Submittal	
4.	Standard Contract for Service	Vintage Painting Inc Standard Contract for Services with City of Port Orange.pdf

Silvey, Mike	Created/Initiated - 03/22/2016
Adumuah, Branford	Approved - 03/22/2016
Riehm, Tracey	Approved - 03/28/2016
Fye, Diana	Approved - 03/29/2016
Roberts, Margaret	Approved - 03/31/2016
Johansson, M. Jake	Final Approval - 03/31/2016

CITY OF PORT ORANGE, FLORIDA

**Exterior Painting of the New Police
Department Complex**

BID #16-06



Prepared by:

City of Port Orange Purchasing Division

Nov 30, 2015

Bid Release Date: December 11, 2015

Mandatory Pre-Bid Meeting and

Site Visit Date & Time: December 29, 2015 **at 8:30 a.m.**

Last Day for Questions: January 5, 2016 **by 5:00 p.m.**

Bid Due Date & Time Envelope: January 21, 2016 **at 2:30 p.m.**

City of Port Orange, Florida
1000 City Center Circle
Port Orange, FL 32129
(386) 506-5704

dfye@port-orange.org

www.port-orange.org



SECTION 00020

Legal Notice to Bidders **BID #16-06 Exterior Painting of the New Police Department Complex**

Notice is hereby given that the City of Port Orange is accepting bids for Exterior Painting of the New Police Department Complex. Bids will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida until **2:30 P.M. on January 21, 2016** which may be amended by addendum issued by the City. All untimely bids will not be considered and will be returned to the bidder unopened. All bids will be evaluated to ensure they contain all required forms in order to deem the bidder responsive or non-responsive. Bids will be opened and read aloud at 2:30 P.M. in council chambers.

There will be a Mandatory Pre-Bid Meeting and Site Visit for the project at 8:30 a.m. **(local time) on December 29, 2015.** All bidders must attend. Failure to sign in and attend the entire Mandatory Pre-Bid Meeting and Site Visit shall result in disqualification of bid. The Mandatory pre-bid shall require attendance at city hall. The representative of each bidder shall be an authorized employee of the bidder and shall sign in accordingly. The meeting will be held in the council chambers located on the first floor of City Hall, 1000 City Center Circle, Port Orange, Florida. Only bidders attending a Mandatory Pre-Bid Meeting and Site Visit will be eligible to submit a bid. Bidders are urged to obtain bid documents and familiarize themselves with the documents prior to the pre-bid conference.

DESCRIPTION: Exterior Painting of the New Police Department Complex at The City of Port Orange Police Department located at **4545 Clyde Morris Blvd. Port Orange, FL 32129**

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

Copies of the bid documents, requirements, scope of service and all other pertinent information necessary to submit a complete package may be obtained electronically from Onvia (DemandStar) via their website at www.demandstar.com or from Purchasing Manager, Diana M. Fye, CPPB FCPA, 1000 City Center Circle, Port Orange, Florida 32129 via email dfye@port-orange.org. All questions shall be directed **in writing** to the Purchasing Manager, Diana M. Fye CPPB, FCPA dfye@port-orange.org and reference "Questions on BID #16-06 **"Exterior Painting of the New Police Department Complex"** in the subject line. Last day for questions will be **January 5, 2016 at 5:00PM.**

A certified check or bank draft, payable to the City of Port Orange, Florida or a satisfactory **bid bond** executed by the Bidder and an acceptable surety, in an amount equal to five percent (5%) of the bid shall be submitted with each bid.

NO bid shall be withdrawn for a period of ninety (90) days subsequent to the bid opening without the consent of the City of Port Orange, Florida. Upon award, the successful bidder will also be required to furnish and pay for a satisfactory contract one hundred percent (100%) Payment and Performance Bond to be recorded by the City, with the Clerk of the Circuit Court, Volusia County, Florida and to enter into a contract for services with the City of Port Orange. All bidders are required to complete and submit an original or certified copy of Certificate of Liability Insurance, the Public Entity Crime Statement, the Anti-Collusion Statement, the Drug Free Tie Bid Preference Statement, No bids received after the time and date specified in the bid document will be considered. The City of Port Orange, Florida reserves the right to reject any and all bids, to waive any and all non-substantial irregularity in bids received, whenever such waiver or rejection is in the best interest of the City.

Bids shall be addressed to Purchasing Manager, Finance Department, City Hall, 1000 City Center Circle, Port Orange, Florida 32129, in a **SEALED ENVELOPE** plainly marked on the outside: **"BID #16-06–Exterior Painting of the New Police Department Complex "**.

Purchasing Manager,
Legal Ad - First Time – December 11, 2015.

SECTION 00025

**TABLE OF CONTENTS
CITY OF PORT ORANGE**

BID #16-06

<u>Section</u>	<u>Title</u>
00020	Invitation to Bid-/ Legal Notice to Bidders
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00030	Bidder Acknowledgement Form
00040	Bidder's Checklist
00050	Bidder's Submittal Checklist
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00090	Total Base Bid
00100	Local Business Affidavit
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00120	Listing of Previous Experience
00130	Listing of Subcontractors
00140	Bid Bond
00150	Sworn Statement on Public Entity Crimes
00160	Anti-Collusion Statement
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00180	Standard Contract for Services
00190	Payment & Performance Bond
00200	Specifications
00210	Application Certificate for Payment

SECTION 00030



City of Port Orange

Purchasing Division
1000 City Center Circle
Port Orange, Florida 32129
Telephone (386) 506-5704
Fax (386) 506-5711

BID #16-06

BIDDER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

BID TITLE: Exterior Painting of the New Police Department Complex

BID RELEASE DATE: December 11, 2015

MANDATORY PRE-BID MEETING AND SITE VISIT DATE & TIME: December 29, 2015 at 8:30 a.m.
City Hall Chambers

BID DEADLINE FOR QUESTIONS: January 5, 2015 at 5:00 p.m.

BID DUE DATE & TIME: January 21, 2016 at 2:30 P.M. City Hall, City Clerk's Office

Proposals Received After the Due Date And Time Will Not Be Accepted.

If returning as a "No Bid," please state reason (s): _____

BIDDER'S COMPANY NAME: _____

BIDDER'S COMPANY MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

PHONE NUMBER: _____ FEIN: _____

EMAIL: _____

ACKNOWLEDGMENT OF ADDENDA: (You must circle the correct # of addenda issued) 0 1 2 3 4 5

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. In submitting a bid to the City of Port Orange, the bidder offers and agrees that if the bid is accepted, the bidder will convey, assign or transfer to the City of Port Orange all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Port Orange. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the bidder.

X _____
AUTHORIZED SIGNATURE (MANUAL)

NAME (TYPED)

TITLE

DATED

SECTION 00040



City of Port Orange

Purchasing Division
1000 City Center Circle
Port Orange, Florida 32129
Telephone (386) 506-5704
Fax (386) 506-5711

BIDDER'S CHECKLIST

The 10 Most Critical Things to Keep in Mind When Responding to a Bid for the City of Port Orange

1. _____ **Read the entire document.** Note critical items such as: mandatory requirements; Supplies and/or services required; submittal dates; number of copies required for submittal; funding amount and source; contract requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
2. _____ **Note the Purchasing Manager's name, address, phone numbers and e-mail address.** This is the only person (or his designee) you are allowed to communicate with regarding the BID and is an excellent source of information for any questions you may have.
3. _____ **Attend the pre-bid conference** if one is offered. These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the City of any ambiguities, inconsistencies, or errors in the Bid.
4. _____ **Take advantage of the "question and answer" period.** Submit your questions to the Purchasing Manager by the due date listed in the Bid and view the answers given in the formal "addenda" issued for the bid. All addenda issued for a Bid are posted on www.demandstar.com website and will include all questions asked and answered concerning the bid. It is the bidder's responsibility to be sure all addenda were received.
5. _____ **Follow the format required in the Bid** when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.
6. _____ **Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don't assume the City or evaluator/evaluation ranking committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the City. The proposals are evaluated based solely on the information and materials provided in your response.
7. _____ **Use the forms provided**, i.e., cover page, bid acknowledgment form, exhibits, etc.
8. _____ **Check the website for Bid addenda's.** Before submitting your response, check the DemandStar website at www.demandstar.com to determine whether any addenda were issued for the Bid. If so, you must circle for each addenda issued on the "Bidder acknowledgement form."
9. _____ **Review and read the Bid document again** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete.
10. _____ **Submit your response on time.** Note all the dates and times listed in the Bid and within the document, and be sure to submit all required items on time. Late proposal responses are never accepted.

SECTION 00050

BIDDER'S SUBMITTAL CHECKLIST



City of Port Orange

Purchasing Division
1000 City Center Circle
Port Orange, Florida 32129
Telephone (386) 506-5704
Fax (386) 506-5711

This checklist is for the Bidder's use in preparing their Bid. It is not intended to include all details necessary to prepare a bid and it is not intended as a substitute for the requirements of the Specifications. Use of this checklist does not relieve the Bidder from the responsibility of meeting all requirements of the Specifications concerning the preparation of an acceptable bid.

Bidder's Submittal Checklist:

Envelope: (1) original, (2) copies and (1) CD or flash drive version of the bid tabbed, indexed, and placed in the following order:

- ☐ 1. Bidder Acknowledgement Form: (Section 00030)
- ☐ 2. Insurance certificates: Submit a copy (Section 00080)
- ☐ 3. Statement of Bidder's Qualifications (Section 00110)
- ☐ 4. Listing of Previous Experience: (Section 00120)
- ☐ 5. Subcontractors List: (Section 00130)
- ☐ 6. Bid Bond (Section 00140)
- ☐ 7. Public Entity Crime Statement: (Section 00150)
- ☐ 8. Anti-Collusion Statement (Section 00160)
- ☐ 9. Drug Free/Tie Preference Statement (Section 00170)
- ☐ 10. License (Contractor, Sunbiz, etc.)
- ☐ 11. Permits / FL Certified Contractor's License.
- ☐ 12. Total Base Bid: (Section 00090)
- ☐ 13. Local Business Affidavit (Section 00100 -optional)

SECTION 00060

CITY OF PORT ORANGE PURCHASING DIVISION

STANDARD PURCHASE DEFINITIONS

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

1. Addendum means a written instrument issued by the Contract Awarding Authority that modifies or clarifies the Solicitation prior to the Due Date. "Addenda" is the plural form of the word.
2. Alternate Bid means multiple Bids with substantive variations from the same Bidder in response to a Solicitation.
3. Appropriate, Appropriated, or Appropriation means the adoption by the City Council of the City of a budget for a fiscal year that includes payments to be made under the Contract during the respective fiscal year.
4. Bid is a complete, properly signed response to an invitation for bid, which if accepted, would bind the Bidder to perform the resultant Contract.
5. Bidder is a person, firm, or entity that submits a Bid in response to a Solicitation. Any Bidder may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status.
6. Bid Guaranty guarantees that the Bidder (a) will not withdraw the Bid within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Bidder upon execution of a Contract
7. Bids are responses to an Invitation for Bids.
8. City means the City of Port Orange.
9. Construction means the construction, repair, rehabilitation, alteration, conversion or extension of building, parks, utilities, streets or other improvements or alterations to real property.
10. Contractor means the person, firm or entity selling goods or services to the City under a Contract.
11. Deliverables means the goods, products, materials, and/or services to be provided to the City by a Bidder.
12. Due Date means the date and time specified for receipt of Bids.
13. Goods are supplies, materials, or equipment.
14. Invitation for Bid (IFB) or Bid means a Solicitation requesting pricing for a specified Good or Service which has been advertised for Bid in a newspaper.
15. Lowest Responsible Bid means the Bid meeting all requirements of the specifications, terms, and conditions of the Invitation for Bid resulting in the lowest cost to the City in a total cost concept or based solely on price, taking into consideration the financial and practical ability of the Bidder to perform the Contract, past performance of the Bidder, and compliance with all City ordinances concerning the purchasing process.
16. Lowest Responsible Bidder means the Bidder submitting Lowest Responsible Bid.
17. Non-Professional Services are services performed that are not of a professional nature such as lawn care, security, janitorial, etc.
18. Offer means a complete signed response submitted to the City in response to a Solicitation including, but not limited to, a Bid submitted in response to an Invitation for Bid, a proposal submitted in response to a Request for Proposal, a quote submitted in response to a Request for Quotation, or a statement of qualifications and interest submitted in response to a Request for Qualifications.
19. Pre-Bid Conference means a conference conducted by the Purchasing Office, held in order to allow Bidders to ask questions about the proposed Contract and particularly the Contract specifications.
20. Professional Services means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice."
21. Purchase Order is an order placed by the Purchasing Division for the purchase of Goods or Services written on the City's standard Purchase Order form and which, when accepted by the Bidder, becomes a contract. The Purchase Order is the Bidder's authority to deliver and invoice the City for Goods or Services specified, and the City's commitment to accept the Goods or Services for an agreed upon price.
22. Services include all work or labor performed for the City on an independent contractor basis other than construction.
23. Solicitation means, as applicable, an Invitation for Bid, Request for Proposal, Request for Qualifications or a Request for Quotation.
24. Subcontractor means a person, firm or entity providing goods or services to a Bidder to be used in the performance of the Bidder's obligations under the Contract.
25. Unbalanced Bid means a Bid that is based on prices which are significantly less than cost for some bid items and significantly more than cost for others.

SECTION 00070

CITY OF PORT ORANGE PURCHASING DIVISION

GENERAL REQUIREMENTS FOR BIDS

These instructions are standard for all contracts for commodities or services issued through the City of Port Orange Purchasing Division. General Requirements apply to all advertised bids; however, these may be superseded, in whole or in part, by the SPECIAL REQUIREMENTS/INSTRUCTIONS OR OTHER DATA CONTAINED HEREIN. READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

1. ACCEPTANCE BY CITY

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

2. ADDENDA

When specifications are revised, the CITY of PORT ORANGE Purchasing Division will issue an addendum addressing the nature of the change. Bidders should acknowledge all addenda by circling the quantity of addenda received on the "bidder acknowledgment form" and include it in the returned bid package. Failure to acknowledge the correct number of addenda issued may result in rejection of the bid. It is the responsibility of the bidder to ensure all addenda have been received prior to submitting a bid. All Addenda shall be posted by the CITY on www.demandstar.com

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

3. ANTI-COLLUSION STATEMENT

By submitting this bid, the bidder affirms that this bid is without previous understanding, agreement, or connection with any person, business, or corporation submitting a bid for the same materials, supplies, or equipment, and that this bid is in all respects fair, and without collusion or fraud. Additionally, bidder agrees to abide by all conditions of this bid and certifies that they are authorized to sign

this bid for the bidder. In submitting a bid to the City of Port Orange, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Port Orange all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Port Orange. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the bidder.

4. APPLICABLE LAWS

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

5. ASSIGNMENT

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

6. CONTRACT

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

7. BID FORM COMPLETION, SUBMISSION AND RECEIPT OF BIDS

Unless otherwise specified, Bidder's shall use the bid forms supplied by the Purchasing Division. Bids will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida until 2:30 P.M., on the date indicated in the bid documents or as addendum issued by the City.

Bids shall contain one (1) original and two (2) copies, unless otherwise indicated in the legal advertisement and shall be addressed to Diana M. Fye CPPB, FCPA Purchasing Manager, Finance Department, City Hall, 1000 City Center Circle, Port Orange, Florida 32129 in) SEALED ENVELOPE. The envelopes shall be plainly marked on the outside to include the bid project name and bid number. Hand deliveries of envelopes shall be made to the Clerk's Office, 1st floor City Hall, City of Port Orange, 1000 City Center Circle, Port Orange, FL 32129.

Bidders shall use the forms furnished by the City. Bids having any erasures or corrections must be initialed by the bidder in ink. Bid shall be typewritten or filled in with pen and ink. Manual signature must be in ink. Bids transmitted by facsimile or email will not be accepted.

8. BID RETURNS

Bidders shall return all completed bids to the CITY of PORT ORANGE, Purchasing Division, 1000 City Center Circle, Port Orange, Florida 32129 the date and time specified. Late bids will not be accepted and shall be returned to Bidders unopened.

9. BID PROTEST

Pursuant to City Code 2-277, any person who is adversely affected by the City's decision or intended decision shall file with the City Purchasing Manager a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision as set forth on a city council agenda item or other routinely used on-line government procurement service. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking bids, bids, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the solicitation. Saturdays, Sundays, and city holidays shall be excluded in the computation of the 72-hour time period established herein.

The formal written protest shall be filed with the Purchasing Manager, in writing within 10 calendar days after the date the notice of protest is filed. The formal written protest shall state with particularity the facts and law upon which the protest is based.

Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings.

- a) As soon as possible after receipt, the Purchasing Manager shall provide written bid protest to the City Manager, City Attorney, and Department Head involved and Supervisor directly involved in the acquisition.
- b) The Purchasing Manager shall schedule within 7 business days, excluding weekends and holidays a meeting with the above mentioned individuals or designee and protestor. The intent of the meeting is to provide a review and/or solution prior to going before Council. After reviewing all relevant information, the City Manager shall render a decision.
- c) If the protestor disagrees, he may appeal to the City Council at a formal council meeting. After reviewing the evidence, the City Council will issue their decision. The City Council's decision is final, however, the protestor can appeal the administrative decision to the Circuit Court in Volusia County, Florida within 30 days of the City Council's final decision. Decisions at all levels shall be in writing to the protestor.

10. BID TABULATION

Bidders who wish to receive a copy of the bid tabulation may obtain it via www.demandstar.com or by contacting the City of Port Orange, Purchasing Manager at dfye@port-orange.org

11. BONDS

If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks shall be deemed non-responsive. When the Purchasing Manager deems it necessary, bid bond/deposits shall be prescribed and are advertised in the public notices inviting bids. Normally, if a bid bond/deposit is requested, it is in the amount of five percent (5%) of the bid amount. Performance and Materials Bonds requested for construction projects shall be in an amount equal to one hundred percent (100%) of the total contract amount. Upon award, the successful bidder may also be required to furnish and pay for a satisfactory contract one hundred percent (100%) Payment & Performance Bond to be recorded by the City, with the Clerk of the Circuit Court, Volusia County, Florida and to enter into a contract

for services with the City of Port Orange. After recording, the City will furnish to the contractor the recording information for the bond to evidence that the contractor has met the requirement of Florida law. The City will bill the cost of recording to the contractor. Performance and Material Bond shall also be recorded at the bidder's expense in the Office of the Clerk of the Circuit Court, Volusia County, Florida. All bonds no matter which kind, are advertised in the Invitation to Bid which appears in the newspaper. Unsuccessful bidders are entitled to the return of their surety where the Purchasing Manager has required such. A successful bidder shall forfeit any surety required by the Purchasing Manager upon failure on the bidder's part to enter into a contract within the time specified after the award of bid.

12. CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders will be made in writing by the City of Port Orange Purchasing Division.

14. CONFLICT OF INTEREST

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

15. CONFLICT OF INSTRUCTIONS

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

16. CONTRACT OBLIGATION

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

17. CONTRACT RENEWALS

Renewals may be made ONLY by written agreement between the CITY of PORT ORANGE and the bidder. Any price escalations are limited to those stated by the bidder on the original bid.

18. COOPERATIVE PURCHASING

The city manager may elect to purchase through or join with other governmental units in cooperative purchasing ventures when the best interest of the city would be served thereby, provided the same is in accordance with all applicable laws. In the event the city manager should elect to purchase through or join with other governmental agencies in cooperative purchasing ventures. Pursuant to Ordinance 2015-18 these purchases are exempt from additional City Council approval.

19. COPYRIGHT AND PATENT RIGHTS

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

20. COST INCURRED BY BIDDERS/PROPOSERS

All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection

therewith shall be borne by the Bidder(s)/Proposer(s). No payment shall be made for any responses received, nor for any other effort required of or made by the Bidder(s)/Proposer(s) prior to commencement of work as defined by the contract approved by the City Council.

21. DEFAULT PROVISIONS

In the event of default by the bidder, the City reserves the right to procure the item(s) bid from other sources and holds the bidder responsible for excess costs incurred as a result. If a contractor defaults on a City contract the City Council may elect to refrain from doing business with the bidder as stipulated in City Code 2-276 Suspension and Debarment.

22. DELIVERY OF GOODS/SERVICES

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

2. Delivery dates pertaining to this invitation must be clearly stated in the bid form where required and include weekends and holidays. Failure to comply with this requirement may be a cause for disqualification of bid. Unless otherwise specified, delivery at the earliest date is required. The bidder will clearly state in the bid the time required for delivery upon receipt of contract or purchase order. Proposed delivery time must be specific and such phrases "as required," "as soon as possible" or "prompt" may result in disqualification of the bid. Delivery time will be a factor for any orders placed as a result of this bid. The City reserves the right to cancel such order(s) or any part thereof, without obligation, if delivery is not made within the time(s) specified herein and hold the vendor in default.

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

4. When delivery is not met as provided for in the contract, the Purchasing Division reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the vendor, in addition to any other damages, direct or consequential, incurred by the City as a result thereof. In addition, failure of the vendor to meet the contract delivery dates will be cause for removal of the vendor from the City's list of eligible bidders as outlined in City Code 2-276 Suspension and Debarment.

23. DETERMINATION OF LOWEST AND BEST BIDDER

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

1. The ability, capacity and skill of the bidder to perform the contract.
2. Whether the bidder can perform the contract within the time specified, without delay or interference.
3. The character, integrity, reputation, judgment, experience, and efficiency of the bidder.
4. The quality of performance of previous contracts.
5. The previous and existing compliance by the bidder with laws and ordinances relating to the contract.
6. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.
7. The quality, availability and adaptability of the supplies or contractual services to the particular use required.
8. The ability of the bidder to provide further maintenance and service for the use of the subject of the contract.
9. The number and scope of conditions attached to the bid.
10. Such other factors as appear to the city council to be pertinent to the bid or the contract under all of the circumstances involved.

24. DISCLOSURE OF CONFLICTS

The award is subject to the provisions of Chapter 112, Florida Statutes. All proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of the City. Further, all Proposers must disclose the name of any employee who owns, directly or indirectly, an interest in the Proposer's firm or any of its branches. The proposer shall not compensate, in any manner, directly or indirectly, any officer, agent, or employee of the City for any act or service that he/she may do, or perform for, or on behalf of any officer, agent or employee of the Proposer. No officer, agent, or employee of the City shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made by anyone for, or on behalf of the City. The Proposer shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under the Bid/RFP.

25. DISQUALIFICATION OF BIDDER

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

26. EVALUATION

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

27. EVALUATING RFPs

The evaluation process is formally one conducted by a committee appointed by the Purchasing Manager as required by general law. The evaluation is based upon specific criteria outlined in the RFP. The user department shall assign a weight to each of the evaluation criteria by its relative importance, with the total weights equaling 100. Each committee member establishes a summary of total scores for all the vendors. The summary of total scores is used to rank the vendors. Based upon the scores/ranking of the committee members, consensually a short list is obtained. In this RFP process this short list will consist of no less than three vendors (Unless less than three were received). This committee falls under the Florida Sunshine Law and therefore cannot speak with one another concerning the RFP unless in a public committee meeting. These meetings also shall be announced publicly in a designated area and meetings are recorded. In the case of the RFP, one member of the Selection Committee is to consist of one (1) member from the City Council; and at least one member from the user department. Except as otherwise required by general law; the Selection Committee schedules oral presentations from the three firms that were short-listed. At the oral presentation, the short listed firms present an over

view of their company and their approach to the scope of work outlined. Upon conclusion of the oral presentations, with the same criteria and procedures the committee members then evaluate those three firms again to determine a second ranking. Then, by consensus a final ranking is determined. That final ranking is then presented to the City Council by the using department head requesting approval to negotiate with the individual/firm ranked as number one. A contract is completed pursuant to the negotiations with this individual and/or firm. If a successful contract cannot be obtained with the number one ranked firm, the negotiations then move to the team ranked as number two, never to return to the number one again.

28. EXCEPTIONS TO SPECIFICATIONS

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

29. FACILITIES

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

30. FAILURE TO RESPOND

If you elect not to bid, please return enclosed "Bidder Acknowledgement Form" by the bid due date, and state your reason(s) for not bidding. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Bid" card, three (3) times, shall result in your name being removed from our mailing list.

31. GOVERNING FORMS

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

32. GOVERNING LAW

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

The City of Port Orange is also governed by Florida Statutes 286.055 the Consultants Competitive Negotiations Act, as the method of selecting architects, engineers and land surveyors. The City has utilize the procedures in the Act for Professional counselors, environmentalists, planners, general contractors, computer systems, designers, telecommunications consultants, maintenance technicians, financial services and other professional services.

Every acquisition equal to or greater than \$10,000.00 must have a signed, notarized "Public Entity Crimes Form to comply with Florida Statute Section 287.133 (3)(a). Every bid contains this State Form. Another State of Florida Form is the Drug Free Tie Bid Preference Form. This form is in accordance with Section 287.087, Florida Statutes.

33. GRANT FUNDING

Any contract entered into by the CITY that is to be paid from grant funds shall be limited to payment from the grant funding and the vendor/provider understands that the CITY has not set aside any

CITY funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract, then the *sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void.*

34. HIPAA COMPLIANCE

Bidder agrees to comply with the Standards for Privacy of Individually Identifiable Health Information of the Health Insurance Portability and Accountability Act of 1996, PL 104-191, 45 CFR Parts 160-164, as amended, referred to as "HIPAA", to the extent that the Bidder uses, discloses or has access to protected health information as defined by HIPAA.

35. IDENTICAL TIE BIDS

In accordance with Section 287.087, State of Florida Statutes, preference shall be given to businesses with Drug-free Workplace Programs. Whenever two or more bids that are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, a bid received from a business that certifies that it has implemented a Drug-free Workplace Program shall be given preference in the award process, as stipulated in City Code 2-267.

36. INDEMNIFICATION/HOLD HARMLESS

Contractor covenants and agrees that it will indemnify and hold harmless the City and all of the City's officers, agents, and employees from any claim, loss, damage, costs, charge or expense arising out of any act, action, neglect or omission by contractor during the performance of the contract, whether direct, or indirect, and whether to any person or property to which the City of said parties may be subject, except that neither the contractor nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of City or any of its officers, agents, or employees.

37. INDEPENDENT CONTRACTOR

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

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

38. INSPECTIONS & TESTING

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

39. INSURANCE

Please submit a copy of your insurance certificate with your proposal. Upon execution of a contract, the Bidder shall maintain insurance during the life of this agreement, and the City of Port Orange shall be listed as additional insured on that insurance document. A waiver of subrogation must be added in all areas and shall suffice in lieu of additional insured on workers' compensation, in an amount and a form set forth herein, to insure against risks, which are identified herein. Insurance providers must be rated "A" or better accordingly to the A.M. Best Company.

40. INSURANCE CANCELLATION

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

41. INVOICES AND PAYMENTS

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

42. IRREVOCABILITY OF PROPOSAL

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

43. LATE PROPOSALS, LATE MODIFICATIONS AND LATE WITHDRAWALS

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

44. LEGAL REQUIREMENTS

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

Upon execution of a contract, the successful Bidder/Proposer shall hold harmless, indemnify and defend the City of Port Orange, its members, officials, officers and employees against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, attorneys' fees and court costs) arising out of or incidental to the performance of the Contract, whether or not due to or caused by negligence of the City of Port Orange, its members, officials, officers or employees. This Contract requirement shall be reflected in the insurance coverage certificate.

45. LICENSES, PERMITS AND TAXES

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

46. MAINTENANCE

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

47. NAME BRANDS

Specifications may reference name brands and model numbers. It is not the intent of the CITY of PORT ORANGE to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with bidders, unless otherwise specified by the CITY. The CITY of PORT ORANGE shall act as sole judge in determining equality and acceptability of products offered.

48. NON DISCRIMINATION

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

49. NOTICE TO CONTRACTOR

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

50. OPTIONAL CONTRACT USAGE

As provided in Section 287.042(17), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the contractor's option.

51. PATENTS/COPYRIGHTS

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

52. PRE-BID MEETING or PRE-PROPOSAL MEETING

The Purchasing Manager shall determine if the pre-bid or pre-proposal meeting is mandatory and provide the date, time and location in the Bid/RFP legal advertisement and Bid/RFP specifications. The meeting shall normally be held in the Council Chambers, located on the first floor of City Hall, 1000 City Center Circle, Port Orange, Florida. A site visit may be included and shall immediately follow. Attendance to the pre-bid and pre-proposal meeting is normally mandatory. Only Bidder's or Proposer's attending a Mandatory Pre-Bid Meeting and Site Visit will be eligible to submit a bid or RFP. The representative of each bidder

shall be an authorized employee of the bidder and shall sign in accordingly.

53. PREPARATION OF PROPOSAL

In preparing Proposals the Proposal Form, the Bid Form (when a Bid Bond is permitted as proposal security), Certificate as to Corporate Principal, Public Entity Crimes Statement, Anti-Collusion Statement, and Drug Free/Tie Preference Statement, must be properly executed in ink .

Upon the prescribed Schedule of Unit Prices, all bid prices shall be written in ink, in both words and numerals, in the blank spaces for each item, with the amounts extended if a unit price bid and all amounts totaled. In the event of any discrepancy between the written amounts and the numerals, the written amounts shall govern and will be considered as the price bid. The sum of the Total Bid as calculated from the individual items, Schedule of Unit Prices, shall equal the Total Price. Except as provided below, bids containing substitutions or combinations of alternates will not be considered unless such substitutions or combinations are specifically authorized by the Proposal. The Bidder shall sign his/her name and give his/her business address in the spaces provided therefore. If the Proposal is made as a partnership, it shall be signed by all partners; if made by a corporation, it shall be signed in the name of the corporation by one of the officers thereof and shall have affixed the seal of the corporation.

54. POSTPONEMENT / CANCELLATION / WAIVER OF IRREGULARITIES

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

55. PRICING

Bidder certifies that prices, terms and conditions in the bid will be firm for acceptance for a period of ninety (90) days from the date of bid opening unless otherwise stated by the City. Bids may not be withdrawn before the expiration of ninety (90) days. Prices shall be firm, with no escalator clauses unless specified by the City. Bids may be withdrawn after ninety (90) days only upon written notification to the City. Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Pricing/Delivery Information form. Prices shall be all inclusive: No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder shall indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails. In the event of any discrepancy between the written amounts and the numerals, the written amounts shall govern and will be considered as the price bid.

56. PROTECTION

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

57. PROPRIETY INFORMATION

Responses to this Request for Proposals, upon receipt by the City, become public records subject to the provisions of Chapter 119 F.S.,

Florida's Public Records Law. If you believe that any portion of your response is exempt, you should clearly identify the specific documents for which confidentiality is claimed, and provide specific legal authority of the asserted exemption. Any financial statement that an agency requires a prospective bidder to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from s. [119.07\(1\)](#) and s. 24(a), Art. I of the State Constitution.

58. PUBLIC ENTITY CRIMES

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

59. PUBLIC RECORDS/PUBLIC MEETINGS EXEMPTION STATEMENT

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

60. PURCHASE ORDER AND DELIVERY

The successful bidder shall not deliver products or provide services without a CITY of PORT ORANGE Purchase Order, signed by an authorized agent of the CITY of PORT ORANGE. The fastest, most reasonable delivery time shall be indicated by the bidder. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. INSIDE DELIVERY unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department.

Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which shall be rectified prior to expiration of the time for performance. Failure to rectify within the performance period shall be considered cause to reject future deliveries and cancellation of the contract by CITY of PORT ORANGE without prejudice to other remedies provided by law. Where delivery times are critical, the CITY of PORT ORANGE reserves the right to award accordingly.

61. QUESTIONS, INTERPRETATIONS

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

62. QUALITY

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

63. RIGHT OF WITHDRAWAL RFP

A RFP proposal may not be withdrawn before the expiration of ninety (90) days from the proposal due date.

64. RIGHTS TO RFP SUBMITTED MATERIAL

All proposals, responses, inquiries, or correspondence relating to or in reference to an RFP, and all reports, charts, and other documentation submitted by Proposers shall become the property of the City when received.

65. RIGHT OF NEGOTIATION RFP

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

66. RECORDS/AUDIT

The proposer shall maintain records sufficient to document their completion of the scope of services as a public record and as a requirement of the Contract. These records unless exempt or confidential, shall be subject at all reasonable time to review, inspections, copy and audit by persons duly authorized by the City. These records shall be kept for a minimum of three (3) years after completion of the Contract and in accordance with the requirements of public records retention as prescribed by general law. Records which relate to any litigation, appeals or settlements of claims arising from performance under this requirement shall be made available until a final disposition has been made of such litigation, appeals, or claims.

67. RECYCLED MATERIALS

CITY of PORT ORANGE encourages the use of products made of recycled materials.

68. REQUEST FOR ADDITIONAL INFORMATION

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

69. REJECTING OF BIDS, REBIDDING

The City reserves the right to accept or reject any or all bids or parts of bids, to waive irregularities and technicalities, and to request re-bids. The City also reserves the right to award the contract on such items the City deems will best serve the interests of the City. The

City further reserves the right to award the contract on a "split order" basis, or such combination as shall best serve the interests of the City unless otherwise specified. The city council shall have the authority to reject any and all bids. If the lowest and best bid exceeds the budgeted amount and the city council does not make additional funds available, the purchasing agent with the help of the department head shall have the authority to re-advertise the article or articles for bidding after making sufficient changes in the plans or specifications to bring the cost within the limit of the money available. (Code 1981, § 8-28)

70. REVIEW OF PROPOSALS

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

71. RULES, REGULATIONS AND LICENSING REQUIREMENT

The Proposer shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Proposers are presumed to be familiar with all Federal, State and local laws, ordinances, codes and regulations that may in any way affect the services offered. Bidders are responsible for bearing all costs of permits, licenses, etc.

72. SAMPLES

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

73. SEPARATION AND DISTRIBUTION

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

The City will utilize Demand Star for distribution of BIDS and RFP'S at: www.demandstar.com

In addition, vendors may obtain a PDF version of the RFP Proposal by submitting a request to the Purchasing Manager, e-mail: purchasing@port-orange.org.

74. SEVERABILITY

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

75. SIGNATURE REQUIRED

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

76. SIGNED BID CONSIDERED AN OFFER

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

77. SILENCE OF SPECIFICATIONS

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

78. STATE LICENSING REQUIREMENTS

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

79. SUPPLEMENTAL MATERIALS

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

80. TAXES

The CITY of PORT ORANGE is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Tax Exemption Certificates will be furnished upon written request to the CITY of PORT ORANGE Purchasing Division.

81. TERM CONTRACTS

The CITY of PORT ORANGE acceptance of Bidder's offer shall be limited to the terms herein unless expressly agreed in writing by the CITY. If the contract is intended to cover a specific time period, the term will be given in the bid specifications.

82. TERMINATION

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

83. TERMINATION-NOTICE

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

84. TITLE TRANSFER

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

85. USE OF PROPOSAL FORMS

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

Supplemental information may be attached to the Proposal Forms. Failure to fully complete the appropriate Proposal Forms may result in disqualification of your proposal.

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

The signature on the Authorized Person or Entity must be that of an officer, partner or a sole proprietor of the entity making the proposal. The original proposal, and each copy submitted, should contain an original signature on the Proposer's Acknowledgement Form contained in each Proposal Form.

86. VARIANCES

For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, contained in the bid. No variations or exceptions by a bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bid pages. If variances are not stated, or referenced as required, it will be assumed that the product or service complies with the City's terms, conditions and specifications. By receiving a bid, the City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid

contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.

87. WAIVER OF IRREGULARITIES

The City of Port Orange reserves the right to waive and/or reject any non-substantial irregularity in the proposals received whenever such waiver or rejection is in the best interests of the City and/or it doesn't meet the minimum requirements set forth. All reasonably responsive proposals will be considered. However, the City reserves the right to waive formalities or informalities in proposals, to reject, with or without cause, any or all proposals or portions of proposals, or to interview or not interview individual Proposers, and to accept any proposal(s) or portions of proposals deemed to be in the best interest(s) of the City. The city council shall have the authority to waive any and all non-substantial irregularities in any and all formal bids. (Code 1981, § 8-29)

88. WARRANTIES

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

89. PUBLIC RECORDS COMPLIANCE

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

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

90. NON-EXCLUSIVITY:

The City of Port Orange reserves the right to procure items herein described in any manner it sees fit, including but not limited to: awarding of other contracts, the use of contracts awarded by GSA, federal agencies, the State of Florida, any county or municipality, or any authorized contract, whichever is considered in the best interest of the City.

91. LOCAL PREFERENCE:

In accordance with City Of Port Orange City Code 2-275, local businesses shall have **five business days** from bid/proposal opening to submit a best and final bid for evaluation. To qualify: A Port Orange business initial bid must be within (8%) of the lowest and best responsible bid from a non-Port Orange business; A Volusia County business initial bid must be within (5%) of the lowest and best responsible bid from a non-Volusia County business; A State of Florida business initial bid must be within (3%) of the lowest and best responsible bid from a non-State of Florida business.

In case of a tie between a local business and a non-local business, the local business shall prevail. In case of a tie between two or more local businesses, the following order of preference shall control: first priority to Port Orange Business, second priority to Volusia County Business, and third priority to Florida Business

The preference does not apply to goods or services exempted by statute or prohibited by Federal law, State law, or other funding source restrictions.

92. FORCE MAJEURE:

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

93. 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.

SECTION 00080

ADDITIONAL INFORMATION

TIMELINE

The schedule for the bid is as follows:

Bid release date	December 11, 2015
Bid pre-bid meeting (mandatory)	December 29, 2015 at 8:30 a.m.
Bid deadline for questions	January 5, 2015 at 5:00 p.m.
Bid due date and time	January 21, 2016 at 2:30 p.m. at the City Clerk's Office

MANDATORY PRE-BID MEETING

There will be a Mandatory Pre-Bid Meeting and Site Visit for the project at **8:30 A.M. (local time) on December 29, 2015**. All bidders must attend. Failure to sign in and attend the entire Mandatory Pre-Bid Meeting and Site Visit shall result in disqualification of bid. The Mandatory pre-bid shall require attendance at city hall and site visit. The representative of each bidder shall be an authorized employee of the bidder and shall sign in accordingly before and after the site visit. The meeting will be held in the council chambers located on the first floor of City Hall, 1000 City Center Circle, Port Orange, Florida. Only bidders attending a Mandatory Pre-Bid Meeting and Site Visit will be eligible to submit a bid.

BID SUBMISSION AND WITHDRAWAL

Unless otherwise specified, Bidder's shall use the bid forms supplied by the Purchasing Division.

Bids, once opened, become the property of the City, cannot be withdrawn, and will not be returned to the proposers. Upon opening, Bids become subject to public disclosure in accordance with Chapter 119, Florida Statutes.

Bidders are required to submit one (1) original, two (2) copies, and (1) CD or flash drive version of all documents, sealed and marked on the outside of the package, "**BID 16-06, "Exterior Painting of the New Police Department Complex "**" with the firm's name, address, city, state and zip code plainly labeled on the outside. Packages must be delivered to the City of Port Orange City Clerk's Office, Attn: Purchasing Manager, Finance Department, 1000 City Center Circle, Port Orange, FL 32129 on or before **2:30 p.m. on January 18, 2016**.

Due to the timing of mail service, the City cautions Bidders to assure actual delivery of proposals to the City prior to the deadline set for receiving proposals. Carrier and hand deliveries of bids will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida until **2:30 p.m. (local time), January 21, 2016** or as amended by addendum issued by the City. Bids received after the established deadline shall not be considered.

The contents of the envelope are described below:

Envelope (tabbed, indexed and placed in the following order: (1 original, 2 copies and 1 CD or flash drive version)

1. Bidder Acknowledgement Form: (Section 00030)
2. Insurance certificates: Submit a copy (Section 00080)
3. Statement of Bidder's Qualifications (Section 00110)
4. Listing of Previous Experience: (Section 00120)
5. Subcontractors List: (Section 00130)

6. Bid Bond (Section 00140)
7. Public Entity Crime Statement: (Section 00150)
8. Anti-Collusion Statement (Section 00160)
9. Drug Free/Tie Preference Statement (Section 00170)
10. License (Contractor, Sunbiz, etc.)
11. Total Base Bid: (Section 00090)
12. Local Business Affidavit (Section 00100 -optional)

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

ADDITIONAL INFORMATION/ADDENDA

All questions shall reference "Questions on BID #16-06 Exterior Painting of the New Police Department Complex " in the subject line. All questions concerning this Bid shall be submitted in writing no later than **5:00 p.m. on January 5, 2016** to:

Diana M. Fye, CPPB, FCPA
Purchasing Manager
1000 City Center Circle
Port Orange, FL 32129
dfye@port-orange.org

Written responses, in the form of an addendum, will be provided via the Demand Star website at:
www.demandstar.com

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

It is the proposer's responsibility to be sure all correct number of addenda was received. The Bidder should verify with the designated contact persons prior to submitting a proposal that all addenda have been received. Bidders should acknowledge the correct number of addenda received as part of their proposals. It is the responsibility of the bidder to ensure all addenda have been received prior to submitting a bid.

BID BONDS

A certified check or bank draft, payable to the City of Port Orange, Florida or a satisfactory bid bond executed by the Bidder and an acceptable surety, in an amount equal to five percent (5%) of the bid shall be submitted with each bid.

PAYMENT & PERFORMANCE BONDS

Upon award, the successful bidder will also be required to furnish and pay for a satisfactory contract one hundred percent (100%) Payment and Performance Bond to be recorded by the City, with the Clerk of the Circuit Court, Volusia County, Florida and to enter into a contract for services with the City of Port Orange. After recording, the City will furnish to the contractor the recording information for the bond to evidence that the contractor has met the requirement of Florida law. The City will bill the cost of recording to the contractor.

WITHDRAWAL AND AWARD

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

All prices and fees quoted will be firm. The contract will be awarded to the LOWEST/HIGHEST responsive, responsible bidder.

The bid will be awarded to one primary and one alternate, responsive, responsible bidder. In the event of non-performance by the primary, the alternate will be contracted.

INSURANCE REQUIREMENTS

Please submit a copy of your insurance certificate with your proposal. Upon execution of a contract, the Bidder/Proposer shall maintain insurance during the life of the Contract. Bidder/Proposer shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the bidder's/proposer's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. Bidder/Proposer shall not commence work under the contract until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Bidder/Proposer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

The City reserves the right to increase insurance coverage as determined for higher risk contracts and shall reimburse the Contractor for the reasonable additional costs of increased coverage.

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

Comprehensive Business, Automobile Liability to include all automobiles. <u>Additional Coverage:</u>	<u>Limits:</u> Non-Owned, Hired Car	Auto Liability Body Injury: \$100,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence.	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
Property Insurance Builders Risk. <u>Additional Coverage:</u>	<u>Limits:</u> "All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	Buildings - Completed value of contract.	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
Professional Liability (Errors & Omissions)	<u>Limits:</u>	Coverage- \$1,000,000 minimum	

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SECTION 00090

TOTAL BASE BID

BID #16-06: Exterior Painting of the New Police Department Complex

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal, as principal or principals, Is or are named herein and that no other persons than herein mentioned has any interest in the Proposal or the Contract to which the work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties making a bid or proposal and that the Proposal is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and that from personal knowledge and experience, or that he/she has made sufficient other investigations to fully satisfy self that such site is a correct and suitable one for this work and he/she assumes full responsibility therefore; that he/she is familiar with all legal requirements (Federal, State and local laws, ordinances, rules and regulations) pertaining to the Work; that he/she has examined the Drawings And Specifications for the work and from his/her own experience or from professional advice that the specifications are sufficient for the work to be done and he/she has examined the other contract documents and all addenda relating thereto, and that he/she has satisfied himself/herself fully, relative to all matters and conditions with respect to the work to which this Proposal pertains.

The Bidder proposes and agrees, if this Proposal is accepted, to contract with the City of Port Orange, (Owner) in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, transportation, and labor and to perform all work necessary to complete the Work specified in the Proposal and other Contract Documents.

The undersigned offers to furnish all materials, equipment and labor for the provision of **Exterior Painting of the New Police Department Complex** for the City of Port Orange, Florida, complete in every respect in strict accordance with the specifications and any future changes therein. The Contractor shall perform these obligations for the prices listed attached and made a part of this Bid.

TOTAL BASE BID COST: _____
(In Words)

TOTAL BASE BID COST: _____(In Figures)

ALTERNATE #1 BID COST: (+/-) _____
(In Words)

Refinish the underside of the steel deck, bar joists and piping of the interior of the sally port

ALTERNATE #1 BID COST: (+/-) _____ (In Figures)

Refinish the underside of the steel deck, bar joists and piping of the interior of the sally port.

ALTERNATE #2 BID COST: (+/-) _____
(In Words)

Refinish the interior walls of the sally port.

ALTERNATE #2 BID COST: (+/-) _____ (In Figures)

Refinish the interior walls of the sally port.

ALTERNATE #3 BID COST: (+/-) _____
(In Words)

Refinish all steel bollards within the complex, (Currently painted yellow) and to be refinished to match existing color.

ALTERNATE #3 BID COST: (+/-) _____ (In Figures)

Refinish all steel bollards within the complex, (Currently painted yellow) and to be refinished to match existing color.

ALTERNATE #4 BID COST: _____
(In Words)

Paint the interior sides and the exterior sides of the masonry fence with the exception of the small section of masonry fence attached to the southeast corner of the administration building.

ALTERNATE #4 BID COST: _____ (In Figures)

Paint the interior sides and the exterior sides of the masonry fence with the exception of the small section of masonry fence attached to the southeast corner of the administration building.

ALTERNATE #5 BID COST: (+/-) _____
(In Words)

Repair to concrete/stucco fence at the exit gate from the parking lot at the north end of the complex that was damaged from a lightning strike.

ALTERNATE #5 BID COST: (+/-) _____ (In Figures)

Repair to concrete/stucco fence at the exit gate from the parking lot at the north end of the complex that was damaged from a lightning strike.

ALTERNATE #6 BID COST: (+/-) _____
(In Words)

Paint monument sign on both sides.

ALTERNATE #6 BID COST: (+/-) _____ (In Figures)
Paint monument sign on both sides.

ALTERNATE #7 BID COST: (+/-) _____
(In Words)

Substitute a textured, elastomeric coating for the exterior walls of the storage building only, in lieu of the specified 100% acrylic satin wall paint.

ALTERNATE #7 BID COST: (+/-) _____ (In Figures)
Substitute a textured, elastomeric coating for the exterior walls of the storage building only, in lieu of the specified 100% acrylic satin wall paint.

All bid prices shall be written in ink, in both words and numerals, in the blank spaces for each item, with the amounts extended if a unit price bid and all amounts totaled. In the event of any discrepancy between the written amounts and the numerals, the written amounts shall govern and will be considered as the price bid.

Company Name: _____

Contact Person / Title: _____

Mailing Address: _____ **State:** ____ **Zip:** _____

Phone: _____ **Fax:** _____ **E-Mail:** _____

Signature: _____ **Submitted on:** _____, 20____.

SECTION 00100 (Optional)
LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY
City of Port Orange

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

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

BUSINESS NAME: _____

CONTACT PERSON/TITLE: _____

MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

Length of Time at Address Provided: _____

Physical Presence of Business: ☐ Headquarters. ☐ Manufacturing Facility, or ☐ Locally Owned Franchise

and within Legal Boundaries: ☐ The City of Port Orange ☐ Volusia County ☐ The State of Florida

FEIN (Federal Employer Identification Number): _____

BUSINESS STRUCTURE: ☐ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship

☐ Other (Specify): _____

PHONE NUMBER: _____ FAX: _____

EMAIL: _____

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

ATTESTATION – I understand that:

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

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

SWORN AND SUBSCRIBED BEFORE ME

SIGNATURE OF NOTARY PUBLIC

THIS _____ DAY OF _____, 20____

My Commission Expires: _____
NOTARY SEAL

SIGNATURE OF AFFIANT DATE

PRINTED NAME OF AFFIANT / TITLE

COMPANY

SECTION 00110

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information he desires.

- A. Name of bidder.
- B. Permanent main office address.
- C. Date organized.
- D. If a corporation, where incorporated.
- E. How many years have you been engaged in the contracting business under your present firm or trade name?
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
- G. General character of work performed by your company.
- H.⁽¹⁾ Have you ever failed to complete any work awarded to you? If so, where and why?
- H.⁽²⁾ Provide list of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome.
- I. Have you ever defaulted on a contract? If so, where and why?
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
- K. List your major equipment currently owned or leased.
- L. Experience in work similar to this type of project.
- M. Background and experience of the principal members of your organization, including the officers.
- N. Credit currently available: \$_____
- O. Give bank reference: _____

- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?
- Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated this _____ day of _____ 20_____.

Name of Bidder

By: _____
Title

State of _____

County of _____

_____ being duly sworn deposes and says that he
is the _____ of _____ and that the
answers to the _____
Name of Organization

Foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public

My commission expires:

SECTION 00120

LISTING OF PREVIOUS EXPERIENCE

Client List

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

List all clients to whom you currently provide, or have in the past provided **Exterior Painting of the New Police Department Complex services** equal or similar to those required under the City's contract and as outlined in this bid package. A minimum of three (3) projects shall be listed below in order to bid on this contract. The Owner reserves the right to check references and confirm information provided herein.

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

SECTION 00130

LISTING OF SUBCONTRACTORS

The bidder proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. Upon approval of subcontractors listed, the successful bidder shall not substitute subcontractors without approval from the Engineer. Bidder shall attach additional sheets as necessary.

SUBCONTRACTOR	COMPANY NAME	REFERENCES
		1) 2) 3)
		1) 2) 3)
		1) 2) 3)
		1) 2) 3)
		1) 2) 3)

SECTION 00140

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____ as Principal and _____ of the City of _____ State of _____, a corporation existing under the laws of the State of Florida, as Surety, are held and firmly bound unto the _____ hereinafter called the Owner, in the sum of _____ Dollars (\$ _____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. The condition of this obligation is such that whereas the Principal has submitted the accompanying Proposal or Bid, for the construction of:

BID NO. 16-06: Exterior Painting of the New Police Department Complex

NOW, THEREFORE, if the Principal shall not withdraw said Bid within **ninety (90)** days after the opening of the same and in the event of the acceptance of his proposal by the Owner, shall, within the period specified therefore, enter into a written contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, or in the event of the withdrawal of said Bid within the period specified, of the failure to enter into such contract and give bonds within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said Bid and the amount for which the Owner may procure the required work, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue. IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this ____ day of _____, 20 __, the name and corporate seal of each corporate body being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

IN PRESENCE OF:

Witness

_____(Seal)
Name of Bidder

Signature of Officer

Corporate Principal

ATTEST:

President AFFIX
CORPORATE SEAL

By

AFFIX
CORPORATE SEAL

ATTEST:

Corporate Surety

Title

SECTION 00150

PUBLIC ENTITY CRIME STATEMENT

STATE OF FLORIDA §
COUNTY OF VOLUSIA §

Before me, the undersigned authority, personally appeared affiant _____, who being first duly sworn, deposes and says:

1. That the undersigned firm is furnishing this Public Entity Crime Statement pursuant to Section 287.133 of the Florida Statutes for the undersigned firm to receive a contract with the City of Port Orange, a public entity, for goods or services.
2. The firm acknowledges that “a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.”
3. The firm warrants that none of its employees or affiliates are on the convicted vendor list kept and published by the State Department of Management Services.

FURTHER AFFIANT SAYETH NAUGHT

Name of Firm: _____

By: _____
Name and Title

Date: _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, as _____ of _____ and who: [] is personally known to me; or [] has produced _____ as identification.

Notary Public, State of
Printed Name, Commission Seal and Term Expiration Date

SECTION 00160

ANTI-COLLUSION STATEMENT

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

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

IT IS AGREED BY THE UNDERSIGNED BIDDER THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FORGOING SPECIFICATIONS, PROPOSED CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN EACH OF THE GOVERNMENTAL PARTIES.

NAME OF FIRM: _____

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

TITLE: _____

ADDRESS: _____

CITY AND STATE: _____

TELEPHONE: _____

COMPLETION TIME: _____

F.E.I.N. NUMBER: _____

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

NO BID (REASON) _____

SECTION 00170

DRUG FREE PREFERENCE STATEMENT

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

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

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

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

Name of Firm: _____

By: _____
Name and Title

Date: _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, as _____ of _____ and who: [] is personally known to me; or [] has produced _____ as identification.

Notary Public, State of
Printed Name, Commission Seal and Term Expiration Date

SECTION 00180



**CITY OF PORT ORANGE
STANDARD CONTRACT FOR SERVICES**

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

1. Provision of Services

(a) The Contractor hereby agrees to provide the following equipment, materials, labor and other such related services to the City of Port Orange:

(i) _____

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

Term: The initial term of this Contract shall commence on the date this Contract is signed on behalf of the City and shall continue for a period of _____ thereafter (the "Initial Term"). In addition to the Initial Term, this Contract may be renewed for up to ____ additional _____ term(s) upon written consent of the parties and appropriation by City Council.

Manner and Place: As outlined in _____, in accordance with Standard Construction Details as required on all City owned facilities and properties (i.e. rights-of-way) and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances. Contractor shall not deliver goods or services without a written purchase order, signed by an authorized agent of the City of Port Orange. *If the contract is for goods include the following:* Contractor shall cause goods to be delivered to the City in the most expedient, cost effective manner. All items shall be shipped to the City of Port Orange designated facility identified in each purchase order, FOB Inside Delivery. Contractor shall bear the risk of loss for goods delivered under this Contract from the time of shipping to the City until delivered at the destination specified by the City for delivery.

Time and Essence: _____ from the date set out in paragraph 3 below or upon receipt of Notice to Proceed.

2. City Obligations. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "____" attached hereto, subject to a limit up to but not to exceed \$_____. The City's obligation to pay Contractor under this Contract is limited to the budgeted amount

for the fiscal year approved by the Port Orange City Council for the then current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

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

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

4. Contract Administration. The _____ shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled “Notice.”

5. Termination for Convenience of the City

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

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

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

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

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

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

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

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

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 22 of this contract concerning disputes.

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

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

8. Examination of Records

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

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

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

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

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

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

10. Termination for Non-Appropriation of Funds

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

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

11. Insurance. Contractor shall maintain insurance during the life of this Contract. Contractor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the bidder's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. Contractor shall not commence work under this Agreement until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Contractor shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

The City reserves the right to increase insurance coverage as determined for higher risk contracts and shall reimburse the Contractor for the reasonable additional costs of increased coverage.

Insurance	Standards	Comments
Workers' Compensation	Coverage A - Statutory Coverage B - \$100,000	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
<u>Additional Coverage:</u>	All States (Broad Form) Voluntary Compensation	

Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u>	Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000 Aggregate	When the Contractor work on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
Comprehensive Business, Automobile Liability to include all automobiles.	<u>Limits:</u>	Auto Liability Bodily Injury: \$100,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence.	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
<u>Additional Coverage:</u>		Non-Owned, Hired Car	
Property Insurance Builders Risk.	<u>Limits:</u>	Buildings - Completed value of contract.	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
<u>Additional Coverage:</u>		"All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	
Professional Liability (Errors & Omissions)	<u>Limits:</u>	Coverage- \$1,000,000 minimum	

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

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

14. Modifications or Changes to this Contract

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

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

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

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

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

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

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

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

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

19. Inspection

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

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

neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

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

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

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

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

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

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

22. Disputes. The Finance Director, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Contract in the first instance. The decision shall be final and binding unless, within thirty-(30) days from the date of such decision, Contractor mails or otherwise furnishes to the Finance Director a written appeal addressed to the City Manager. The decision by the City Manager shall be final and binding unless, within ten (10) days from the date of receipt of the decision of the City Manager, appeal is made to the City Council. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence. Pending a final determination of a properly appealed decision of the Finance Director, Contractor shall proceed diligently with the performance of this Contract in accordance with that decision.

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

24. Controlling Law. **THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY**

FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.

25. Additional Provisions. As may have been outlined in _____ and written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work.

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

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

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

Copy to: City of Port Orange
Attention: _____
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-_____

Contractor: _____
Attention: _____

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

28. Contract Construction

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

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

[Remainder of this page intentionally left blank]

Witnesses:

Printed Name: _____

By: _____

Printed Name: _____

Title: _____

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

Printed Name: _____

Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____, a _____ corporation, and who:

[Notary: Please select one]

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

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

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Allen Green, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Allen Green, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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

SECTION 00190

RETURN RECORDED DOCUMENT TO:

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

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

PAYMENT AND PERFORMANCE BOND

(Public Works)

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

BOND NO. _____

PRINCIPAL:

Developer or Contractor: _____

Principal Business Address: _____

Contact Person: _____

Phone Number: _____

SURETY:

Address: _____

Contact Person: _____

Phone Number: _____

OWNER:

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

Contact Person: City Manager

Phone Number: (386) 506-5501

Amount: \$ _____

City Case/Project No. _____

Description of Work: _____

Project Location: _____
Port Orange, Volusia County, Florida

Legal Description: _____

Front Page

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

RETURN RECORDED DOCUMENT TO:

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

**Exterior Painting of the New Police Department
Complex**

Name of Project

City Project No. **16-06**

Bond No. _____

Space Reserved for Recording Data

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

per Section 255.05, Florida Statutes

Guaranty for Construction of Public Improvements

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

THE CONDITION OF THIS BOND is that if Principal:

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

Notice of Nonpayment and Time Limitations

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.02(2), (8) and (10), Florida Statutes.

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

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

Attest:

(Name of Principal)

(As to Corporate Principal) Secretary

By: _____

Name/Title: _____

(Witness to Principal)

(Corporate Seal)

(Surety)

(Witness to Surety)

By: _____

Name: _____

(Attorney-in-Fact)

(Corporate Seal)

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

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

SECTION 00200

TECHNICAL REQUIREMENTS

EXTERIOR PAINTING OF THE NEW POLICE DEPARTMENT COMPLEX REQUIREMENTS

SCOPE OF SERVICES

SCOPE OF WORK – GENERAL

Furnish all labor, equipment, materials, supervision to refinish the “new” Police Department administration building, storage building and other specific work as enumerated in the project manual.

BASE BID-DESCRIPTION OF WORK

- 1) Refinish the complete exterior of the administration and storage building walls, soffits, hollow metal doors, hollow metal frames and previously “field painted items, including the dumpster area, in accordance with the project manual.
- 2) Items not included in the base bid.
 - a) Prefinished column covers (metal, plastic, etc.)
 - b) Prefinished aluminum doors, frames, windows and all garage roll-up doors, cleaning of which is included in the base bid.
 - c) Prefinished metal canopy(s).
 - d) Generator and generator fuel tanks.
 - e) A/C equipment.
 - f) Pressure cleaning of concrete “flatwork” (i.e. sidewalks, slabs and similar “flatwork”).
 - g) All existing sealant at door frames and windows (remains).
 - h) “Trimming back” plants, bushes, weeds, etc.
- 3) Bases bid will include the small portion of the masonry and stucco “fence” that is connected to the southeast corner of the administration building to include both sides of this “fence”.

BID ALTERNATES-DESCRIPTION OF WORK

Bid Alternate #1: The “Sally Port” is an integral part of the Administration Building, the exterior of which is included in the base bid. Alternate #1 – Clean and refinish the underside of the metal deck, bar joists, suspended piping and related items.

Bid Alternate #2: Clean and refinish the interior walls of the “Sally Port”. The existing rolling shutters are to be cleaned in the base bid. Alternate #2 does not include the refinishing of the rolling gates.

Bid Alternate #3: Clean and refinish all steel bollards at the complex. The bollards are to be painted “yellow” (traffic or caution), similar to the existing color.

Bid Alternate #4: Clean and refinish all of the existing masonry and stucco “fences” at this complex, with the exception of the small portion of masonry fence which is included in the base bid.

Bid Alternate #5: Repair the column/wall portion of the masonry and stucco “fence” that was damaged by a lightning strike. This column/wall is located next to, (east) of the rolling exit gate at the north side of the complex. Paint the repaired area in an effort to match the existing color.

Bid Alternate #6: Clean/paint the monument sign (both sides).

Bid Alternate #7: This alternate is limited to the exterior walls of the storage building only. The repair of the numerous surface cracks in the stucco will be visible after the cracks are opened up and filled in with the specified products. The “new” paint will cover the repairs, but the repaired areas will show a slightly different texture.

This alternate will provide for a textured, elastomeric coating in lieu of the 100% acrylic satin wall paint, specified in the base bid.

EXTERIOR COLOR SELECTIONS

Match all existing colors on the administration building, storage building, dumpster area, fence, monument sign, and related items. There will be no color changes to any existing colors.

START AND COMPLETION SCHEDULE

PROJECT START DATE.....

SUBSTANTIAL COMPLETION DATE.....90 CALENDAR DAYS

FINAL COMPLETION.....30 DAYS THEREAFTER

SPECIAL CONDITIONS

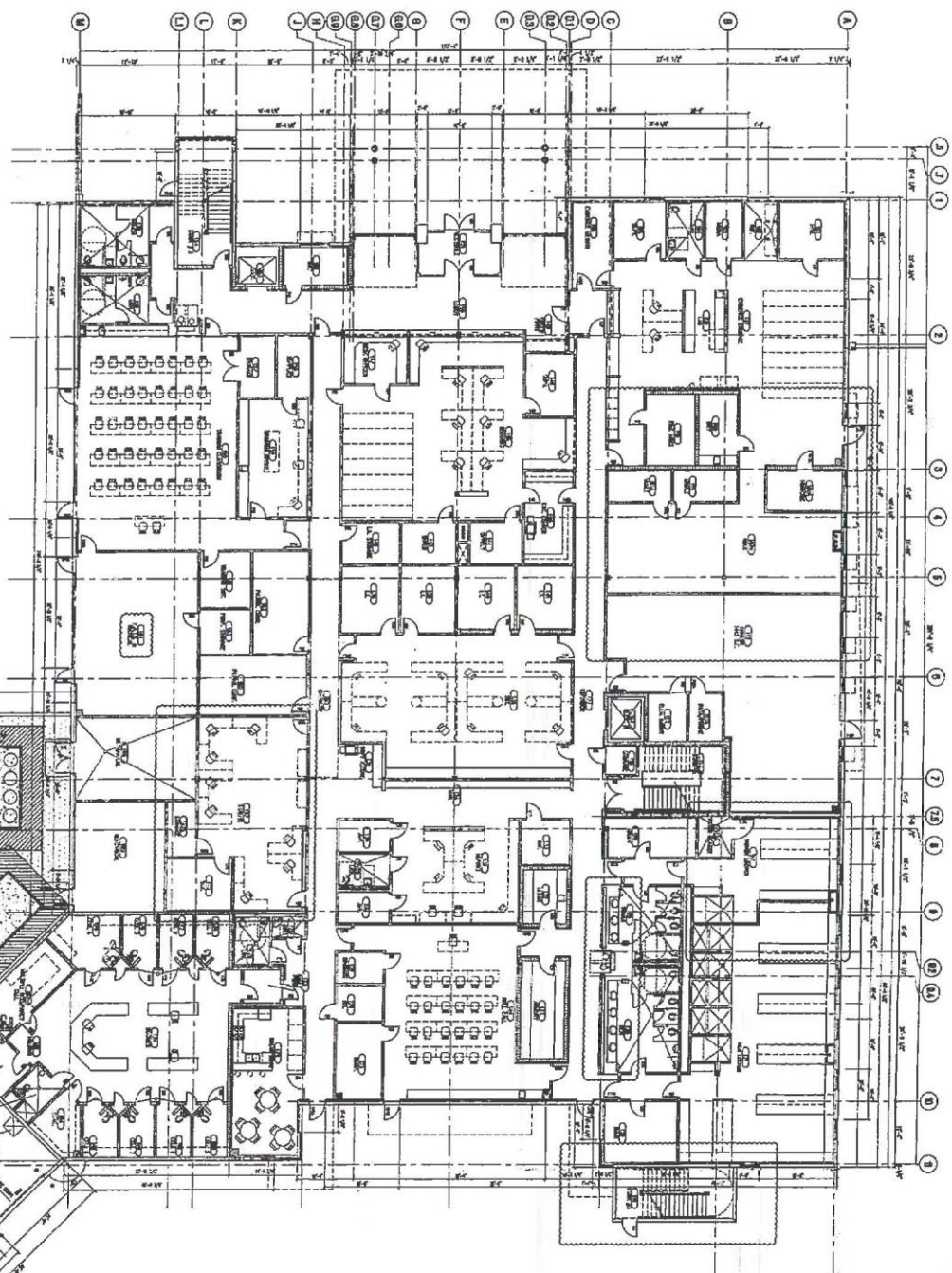
- 1) The painting contractor will remove all debris, (empty paint containers, etc.), generated by his work, on a daily basis. The dumpster(s) at the facility are for the exclusive use by the Police Department only.
- 2) The painting contractor shall provide chemical toilets(s) for the workmen for the duration of the project.
- 3) The City will supply potable water and 110 V. electricity V.I.A. of the existing hose bibbs.
- 4) No workmen will be allowed access to the interior of the Police Administration Building, with the exception of providing the access to the roof, V.I.A., the southeast stairs to the roof. The City will supply a supervisor that will accompany workmen, while any workmen are on the roof of the Administration Building.
- 5) The painting contractor will provide a competent site supervisor, capable of having authority to make field decisions on the project at all times that any work is being performed. The site supervisor can be a “working supervisor” or “lead painter”, etc.
- 6) All workers will be required to wear a company/paint supplier shirt or some sort of identification indicating that they are employees of the painting company. The painting contractor will provide a list of names of employees for gate access, etc.
- 7) The painting contractor will access the “rear” parking lot and storage building area V.I.A. rolling gate at the north end of the complex.
- 8) The painting contractor will be responsible for any over-spray.
- 9) Arrangements will be made to allow the painting contractor to store materials on site.

LIST OF CONTRACT DRAWINGS

SHEET NO:	C-201	Site Geometry Plan (Includes Storage Building/Dumpster)
"	"	Admin #1 First Floor Plan
"	"	Admin #2 Second Floor/Partial Roof Plan
"	"	A2-201 Elevations/Administration Building
"	"	A2-202 Elevations/Administration Building

*Note 1: Above Plans for General information only. Painting contractors are responsible to determine existing measurements and quantity take-offs.

*Note 2: Full size drawings of above plans will be distributed at the pre-bid conference.

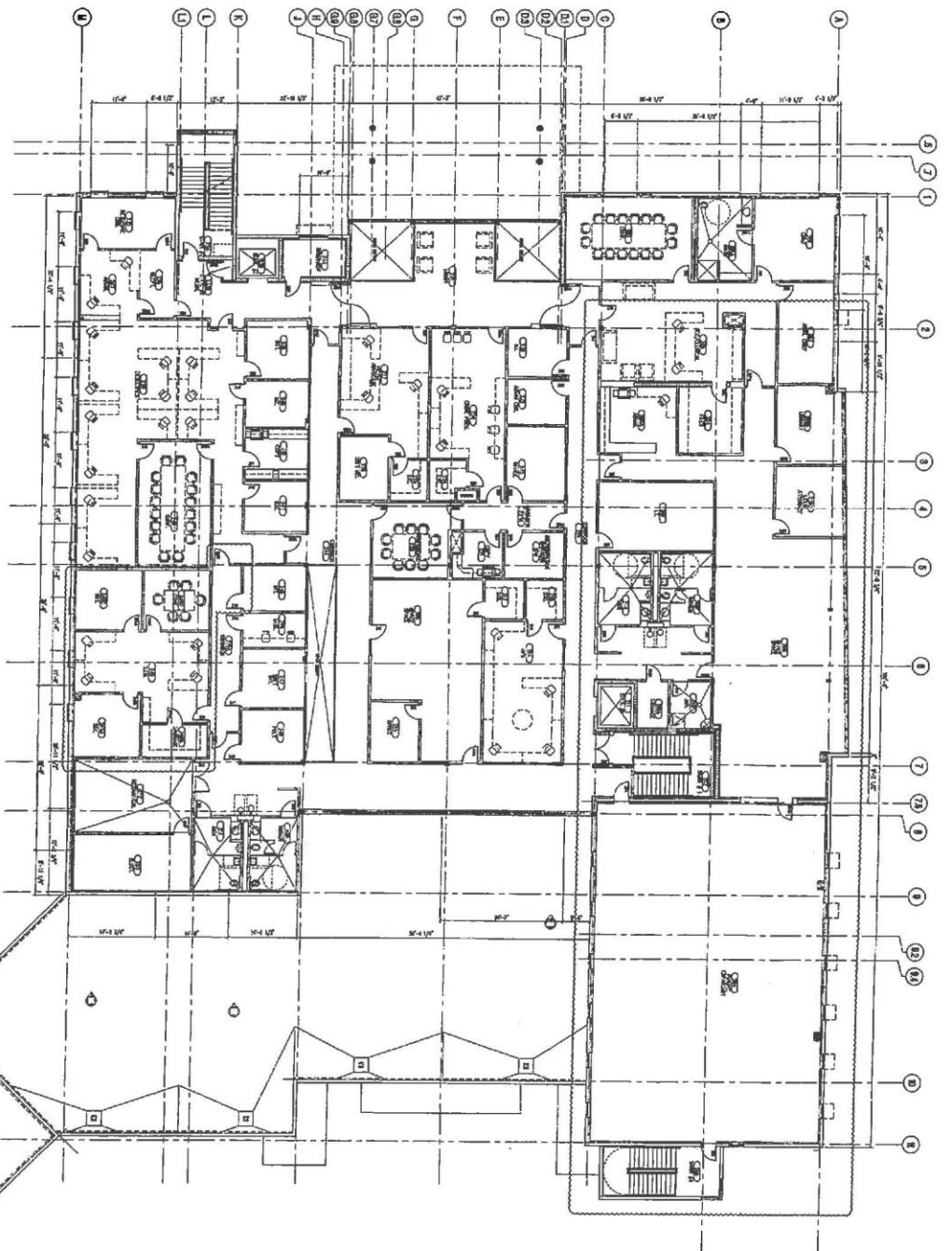


PORT ORANGE POLICE STATION
C.I. HSU + ASSOCIATES, P.A. 7/1/08

Administration Bldg. Police Dept. - Floor Plan.

DRAFT

Sheet No:
ADMIN. 1



PORT ORANGE POLICE STATION
C.T. HSU + ASSOCIATES, P.A. 7/1/08

ADMINISTRATION BUILDING, POLICE DEPT. SECOND FLOOR & ROOF PLANT

DRAFT

SHEET No:
ADMIN. # 2.

At the request of the owner or the owner representative a pre bid meeting will be held with all bidders attending. The Manufactures Rep (MR) and the Suppliers Rep (SR) will also attend. The purpose of the meeting will be to address any questions about the specification or the scope of work. A site visit will immediately follow the pre -bid meeting at City Hall. The meeting will reconvene back at City Hall, after the site visit.

An inspection has been made by a Coronado Paint, Ben Moore Paint and Richards Paint representative for the exterior Painting of this facility.

A Paint Representative or an authorized dealer representative will inspect the work in progress to help ensure proper preparation and application of all products to meet the requirements of Coronado Paint Co. Ben Moore Paint Co Richards Paint Co. and warranty programs.

SCOPE OF WORK

This list is a brief scope of work which includes the major elements of the work but may not be limited to the following:

INCLUSIONS

1. Completely pressure clean all exterior surfaces to be coated.
2. Let surfaces dry completely before prep work is begun.
3. Priming of all stucco surfaces will be done with 48-11 masonry primer sealer.
4. Painting of finish coats will not begin until these areas have been inspected by Paint representative.
5. 410 line 100%Acrylic Satin will be used for this project. Stucco Walls.
6. Metal Door Frames and Doors will be coated with 13 line Rust Scat semi-gloss.
7. Repair to stucco cracks in the exterior wall of the storage building.

Bid Alternate #7 Substitute Textured Elastomeric Coating similar to the Main Building for the Final Finish on the Storage Building ONLY, in lieu of the 100% Acrylic Satin Finish as specified for the base bid of the storage building only in an effort to help hide the possible "map cracking" of the exterior walls.

Only manufacturer approved applicators will be considered for this project. Only bidders attending the mandatory pre-bid meeting will be eligible to submit bids.

Colors; Match all existing colors.

Original colors are as follows

- A. Dover White SW-6385
- B. Versatile Gray SW-6072
- C. Tony Taupe SW-7038
- D. Virtual Taupe SW 7039

SAFETY RELATED PRECAUTIONS

1. It is the Painting Contractor's responsibility to read and follow all label and technical data directions and information and all safety requirements from the Manufacturer of the products being used.
2. The Painting Contractor will be responsible for roping off and erecting signs in areas where any painting is occurring.
3. The Painting Contractor shall be responsible for all aspects of safety administration on the job and must be in compliance with all OSHA safety regulations.

PAINTING

PART 1 GENERAL

1.01 QUALITY ASSURANCE

A. The Painting Contractor shall furnish all labor, materials, tools, and equipment necessary for the cleaning, preparation, sealing and painting of all specified surfaces.

B. All work is to be done in a workmanlike manner by skilled workers and carried out in such a way as to minimize any inconvenience to the occupants and tenants. The Painting Contractor shall maintain a full work force from the start to the completion of work and shall leave a qualified foreman on the job at all times. The Painting Contractor will be responsible for making sure that all the Painting Contractor's employees be fully and properly clothed in identifiable uniforms while working on the premises or entering any part of the facilities. The skilled workers will be thoroughly trained and experienced in their necessary trade and will be completely familiar with the specification requirements and methods for proper performance of the work in this Specification.

- C. The Painting Contractor once having started the job will continuously and expeditiously proceed with its vigorous prosecution until completion.
- D. The Painting Contractor will not sub-contract any of their work.
- E. All materials shall be applied free from runs, sags, wrinkles, streaks, shiners and brush marks.
- F. All materials shall be applied uniformly.
- G. The Painting Contractor shall be responsible for and use utmost care in the protection of the occupant and common property including all screens, windows, walkways, shrubbery, parked vehicles and any other property in the area from paint and/or any other damage
- H. The Painting Contractor shall be solely responsible for the rectification of any such damage, the cleanup involved from work outlined in this specification, and their employees during the performance of their labor. Payment to the Painting Contractor will be withheld until settlement is reported.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Bids are to be based solely on coatings manufactured by the Coronado Paint, or Benjamin Moore Company, or Richards Paint Company except as otherwise noted or specified.
- B. Colors are to be those as approved by the Owner(s). Listed on previous page2.
- C. All paint and coatings must be delivered to the job site in the manufacturer's original sealed containers.
- D. The Owner reserves the right to take a representative sample of any materials the Painting Contractor brings on the job and have it tested by an approved laboratory to verify the materials conform to the specification set forth herein.
- E. **Product substitutions: If a contractor wishes to make a substitution of products, said contractor will need to provide independent laboratory testing proving equal or superior materials on all levels of VOC regulations and MPI specifications.**
- F. Due to different conditions of surfaces being painted the Painting Contractor must assume responsibility for coverage of paint. One coat coverage cannot be guaranteed due to different absorption rates of the surfaces painted. Test patches should be completed prior to beginning of work to assure satisfactory coverage of material.
- G. Color differences due to different batches are inherent in the paint industry. The Painting Contractor should try to order as much of any custom mixed color at one time ready made from the factory or the paint store in order to avoid "batch color differences". As this might not be feasible in all circumstances, if smaller batches do need to be taken for whatever reason, the Painting Contractor should retain an amount needed from a particular batch to touch up those areas painted in that batch of paint to help avoid "touch up" problems.

H. If any reduction of the coating's viscosity is necessary, it shall be done in accordance with manufacturer's label directions.

PART 3 EXECUTION

3.01 ACCESS

A. The Owner agrees to and shall be responsible for the trimming and/or removal of all foliage clinging to or otherwise obstructing the building and permit adequate access to the areas to be painted.

B. The Owner agrees to notify all occupants of the property to remove any personal items, vehicles as necessary to permit the Painting Contractor to proceed without delay.

C. The Painting Contractor must give prior notice to commencement of work in their area in order to have all objects removed from any area that will hinder the progress of the work in any way. Parked vehicles are also to be moved from the area described.

D. The Painting Contractor must be allowed easy access to all locked areas that have been included to be painted.

3.02 STAGING AREA

A. The Painting Contractor is to submit their requirements for a staging area (shop and storage areas) and parking area for their employees and the Owner will make every effort to provide a suitable area. At the end of each working day, all equipment, ladders, paint, supplies, vehicles, etc. must be returned to the staging area and the working area must be left clean. Protection of this area is the sole responsibility of the Painting Contractor and shall be left in a clean, safe and acceptable manner.

A port a john rental is required at this project. Preference of keeping it in the staging area for access to Painters.

3.03 REMOVAL

A. Upon completion of an area, it shall be left in a clean and orderly condition and all paint splatters contaminated rags and trash shall be removed.

B. The Paint contractor shall be responsible for the proper disposal of any hazardous waste generated during the course of work.

C. Upon completion of the job, the Painting Contractor must remove all surplus materials, scaffolds etc., from the premises that relate to their trade. The Painting Contractor shall clean all window glass free of excess paint and splatters and remove paint that has been misplaced on any other surfaces.

3.04 PREPARATION OF THE SURFACES

A. The Painting Contractor shall be wholly responsible for the quality of their work and is not to commence any part of it until all surfaces are in proper condition.

B. All surfaces are to be clean of mildew, chalk, peeling paint and other residues. If, for any reason, the surface cannot be cleaned this condition must be promptly reported to the Owner or the Painting Contractor will assume responsibility for the condition.

C. If the Painting Contractor considers any surface unsuitable for proper finishing, they are to notify the Owners of this fact in writing. The Painting Contractor is not to apply material until corrective measures have been taken or the Owners have instructed them to proceed under the current conditions.

D. Occasionally the Painting Contractor's cleaning technique develops or reveals an unforeseen condition that requires additional labor and materials. The Painting Contractor must either negotiate their contract or assume the responsibility for properly correcting the condition.

E. The prime coat shall be applied soon after surface preparation has been completed, so as to prevent contamination of the substrate.

3.09 EXTERIOR SUBSTRATE PREPERATION

APPROXIAMATELY 90% OF ALL PAINT FAILURES CAN BE DIRECTLY ATTRIBUTED TO IMPROPER SURFACE PREPARATION. STRICTLY FOLLOWING ALL SURFACE PREPARATION INSTRUCTIONS ON ALL SURFACES IS ESSENTIAL TO ACHIEVE MAXIMUM BENEFITS OF THE COATINGS TO BE USED. ALTHOUGH INSPECTIONS ARE CONDUCTED ON A REGULAR BASIS, IT IS THE PAINTING CONTRACTOR'S ULTIMATE RESPONSIBILITY TO ASSURE THAT ALL SURFACES TO BE PAINTED ARE PROPERLY AND COMPLETELY PREPARED PRIOR TO APPLICATION OF ANY AND ALL COATINGS.

A. (Stucco and Exterior Systems)

1. Preparation

a. Any areas exhibiting efflorescence deposits shall be treated with a 25% solution of Muriatic Acid to water, scrubbed and then thoroughly rinsed with clear water to neutralize any acidity. A pH test should then be conducted to verify if any further actions should be taken.

2. Cleaning

a. Pressure clean all stucco and masonry surfaces with pressure washing equipment of no more than 3000 P.S.I. being sufficient enough to remove as much existing deteriorating coating as possible. It is recommended to use a Fan nozzle on the pressure cleaner to facilitate cleaning of the surface without damaging the substrate. All surfaces are to dry thoroughly. If necessary, repeat procedure.

b. Rust stains must be thoroughly removed. After wetting the surface with water, apply a solution of 2% oxalic acid or appropriate oxalic acid compound in water. It is important to observe the precautions listed on the container or these compounds for safe handling and storage. Wash with sponge and scrub brush until stain is removed, then rinse with clean water.

c. Steel @ Garage Door Openings@ storage Building and or other locations and Steel Bollards

1.02 LIASON

A. The Owner's Representative and the Painting Contractor shall transmit all information pertaining to the job and shall not permit unauthorized interference from outside persons or from the painting contractor's employees.

1.03 INSPECTION

A. In order to avoid any dispute over existing damage it is suggested that before the commencement of any work that the Painting Contractor along with the Owner or the Owner's Representative together walk the project and make a list of all existing damage. This list should contain the areas and photographs showing signs of any kind of damage. Each party should keep a dated copy. In the event of a claim, the Owner and the Painting Contractor can use this list to resolve any disputed damage.

B. The Painting Contractor shall schedule all required tests, approvals and inspections at appropriate times so as not to delay the progress of the work. The Painting Contractor shall bear all expenses associated with tests, inspections and approvals required which, unless otherwise agreed to, shall be conducted by an independent testing laboratory or entity approved by the Contractor and Owner. Inspections conducted the Benjamin Moore & Company representative does not dismiss the Painting Contractor of responsibility for the prescribed preparation and application of specified products.

C. The Painting Contractor is required to correct in a timely fashion any work reasonably rejected by the Benjamin Moore Representative or owner for failing to comply with the Specification Documents whether observed prior to the commencement of the warranty period or during the warranty period. Benjamin Moore & Company accepts no responsibility for any increase in cost due to the any unforeseen or undiscovered condition that may arise.

D. Warranty Information;

(7) Seven Year Non-prorated, Limited Material and Labor Warranty that the Materials are manufactured to specifications and free from defects. These specified products will not flake, crack, peel, or blister when applied to a properly prepared surface. This warranty does not apply to the condition of or to any failure of the pre-existing paints or pre-existing structural defects. Substrate repairs and mechanical damage of paint is not covered under warranty.

Material safety data and product data sheets can be obtained on line or at the store supplying the products, and are to be kept on the job site for all materials used on this project.

End of Specifications:

PACKED

Distribution to:

ARCHITECT

CONTRACTOR
INSPECTOR

CONTRACT DATE:

CHANGE ORDER SUMMARY

Net change by Change Orders

CONTRACTOR:

State of: _____ County of: _____
 Subscribed and sworn to before me this _____ day of _____, 20____
 Notary Public: _____
 My Commission expires: _____

1. ORIGINAL CONTRACT SUM \$ _____

2. Net change by Change Orders \$ _____

3. CONTRACT SUM TO DATE (Line 1+2)..... \$ _____

4. TOTAL COMPLETED & STORED TO DATE..... \$ _____
(Column G on G702)

5. RETAINAGE:

a. _____ % of Completed Work \$ _____
(Column D+E)

b. _____ % of Stored Material \$ _____
(Column F on G703)

Total Retainage (Line 5a + 5b or
Total in Column 1 of G702..... \$ _____

6. TOTAL EARNED LESS RETAINAGE..... \$ _____
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR
PAYMENT (Line 6 from prior Certificate) \$ _____

8. CURRENT PAYMENT DUE..... \$ _____

9. BALANCE TO FINISH, PLUS RETAINAGE..... \$ _____

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect/Inspector certifies to the Owner that to the best of the his/her knowledge, information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

Inspector: _____

Date: _____

Project Manager: _____ Date: _____
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AMOUNT CERTIFIED \$ _____
(Attach explanation if amount certified differs from the amount applied for.)

PAGE OF PAGES

APPLICATION NUMBER:
APPLICATION DATE:
PERIOD TO:

[illegible]



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

#

#

BID Opening Tabulation Total

Bid Opening, Thursday January 21, 2016 at 2:30 p.m.
Council Chambers

BID # 16-06: EXTERIOR PAINTING OF THE NEW POLICE DEPARTMENT COMPLEX#

Bid Release Date: December 8, 2015

Mandatory Pre-Bid Meeting Date & Time: December 29, 2015 at 8:30 a.m.

Last Day for Questions: January 5, 2016 by 5:00 p.m.

Bid Due Date & Time Envelope: January 21, 2016 at 2:30 p.m.

Bid packages shall be submitted using a one (1) envelope system. The envelope shall contain all required, technical, and price forms. The envelope will be opened and evaluated by the City's Purchasing Manager on the bid due date and time.

Bidder's Submittal Checklist:

Envelope: (1) original, (2) copies and (1) CD or flash drive version of the bid tabbed, indexed, and placed in the following order:

Forms:

1. Bidder Acknowledgement Form: (Section 00030)
2. Insurance certificates: Submit a copy (Section 00080)
3. Statement of Bidder's Qualifications (Section 00110)
4. Listing of Previous Experience: (Section 00120)
5. Subcontractors List: (Section 00130)
6. Bid Bond (Section 00140)
7. Public Entity Crime Statement: (Section 00150)
8. Anti-Collusion Statement (Section 00160)
9. Drug Free/Tie Preference Statement (Section 00170)
10. License (Contractor, Sunbiz, etc.)
11. Permits / FL Certified Contractor's License.
12. Total Base Bid: (Section 00090)
13. Local Business Affidavit (Section 00100 -optional)

City of Port Orange

Purchasing Division 1000 City Center Circle Port Orange, Florida 32129 Telephone (386) 506-5704 Fax (386) 506-5711

The following information is a record of the submitters as received at the time of opening. All proposals are subject to review by the City and award requires a formal contract and approval by City Council.
Opened & Tabulated By: Mick Neals City of Port Orange Buyer

16-06 Requirements					
1 Original, 2 Copies, 1 CD or Flash		Vintage	Weston	New Horizon	
1	Bidder Acknowledgement Form	X	X	X	
2	Insurance Certificates	X	X	X	
3	Statement of Bidder's Qualifications	X	X	X	
4	Listing of Previous Experience	X	X	X	
5	Subcontractor's List	X	X	X	
6	Bid Bond	X	X	X	
7	Public Entity Crime Statement	X	X	X	
8	Anti-Collusion Statement	X	X	X	
9	Drug Fee / Tie Preference Statement	X	X	X	
10	License to do business in Florida (Sunb	X	X	X	
11	Schedule of Unit Prices				
12	Total Base Bid	\$34,914.00	\$38,000.00	\$89,531.00	
13	Alternate #1	\$1,841.00	\$2,978.00	\$4,683.00	
14	Alternate #2	\$1,342.00	\$1,794.00	\$3,613.00	
15	Alternate #3	\$678.00	\$1,155.00	\$3,854.00	
16	Alternate #4	\$5,774.00	\$6,972.00	\$15,789.00	
17	Alternate #5	\$343.00	\$325.00	\$669.00	
18	Alternate #6	\$480.00	\$248.75	\$402.00	
19	Alternate #7	\$1,295.00	\$4,095.76	\$5,619.00	
20	Alternate #8	\$13,039.00	\$10,776.50	\$16,458.00	
21	Alternate #9	\$1,507.00	\$900.00	\$4,415.00	
22		\$61,213.00	\$67,245.01	\$145,033.00	

SECTION 00030



City of Port Orange

Purchasing Division
1000 City Center Circle
Port Orange, Florida 32129
Telephone (386) 506-5704
Fax (386) 506-5711

BID #16-06

BIDDER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

BID TITLE: Exterior Painting of the New Police Department Complex

BID RELEASE DATE: December 8, 2015

MANDATORY PRE-BID MEETING AND SITE VISIT DATE & TIME: December 29, 2015 at 8:30 a.m.
City Hall Chambers

BID DEADLINE FOR QUESTIONS: January 5, 2015 at 5:00 p.m.

BID DUE DATE & TIME: January 21, 2016 at 2:30 P.M. City Hall, City Clerk's Office

Proposals Received After the Due Date And Time Will Not Be Accepted.

If returning as a "No Bid," please state reason (s): _____

BIDDER'S COMPANY NAME: VINTAGE PAINTING, INC.

BIDDER'S COMPANY MAILING ADDRESS: P. O. BOX 290185

CITY-STATE-ZIP: PORT ORANGE, FLORIDA 32129

PHONE NUMBER: 386-760-0611 **FEIN:** 59-2953507

EMAIL: NORMANT@VINTAGEPAINTINGINC.COM

ACKNOWLEDGMENT OF ADDENDA: (You must circle the correct # of addenda issued) 0 1 2 (3) 4 5

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. In submitting a bid to the City of Port Orange, the bidder offers and agrees that if the bid is accepted, the bidder will convey, assign or transfer to the City of Port Orange all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Port Orange. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the bidder.

X Norman Turner
AUTHORIZED SIGNATURE (MANUAL)

NORMAN TURNER

NAME (TYPED)

CEO

TITLE

01/21/2016

DATED



CERTIFICATE OF LIABILITY INSURANCE

VINTA-1

OP ID: DP

DATE (MM/DD/YYYY)

01/21/2016

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

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

PRODUCER Brown & Brown of Florida, Inc. Daytona Beach Office P.O. Box 2412 Daytona Beach, FL 32115-2412 Joann Keenan		CONTACT NAME: Denise D'Abato PHONE (A/C, No, Ext): 386-252-9601 FAX (A/C, No): 386-239-5729 E-MAIL ADDRESS: ddabato@bbdaytona.com															
INSURED VINTAGE PAINTING INC PO BOX 290185 PORT ORANGE, FL 32129		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Nationwide Ins Co of America</td> <td>25453</td> </tr> <tr> <td>INSURER B : Depositors Insurance Company</td> <td>42587</td> </tr> <tr> <td>INSURER C : Allied Property & Casualty</td> <td>42579</td> </tr> <tr> <td>INSURER D : Bridgefield Employers</td> <td>10701</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Nationwide Ins Co of America	25453	INSURER B : Depositors Insurance Company	42587	INSURER C : Allied Property & Casualty	42579	INSURER D : Bridgefield Employers	10701	INSURER E :		INSURER F :	
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INSURER E :																	
INSURER F :																	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ XCU ☒ CONTRACTUAL GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:		GLDO3016534318	04/01/2015	04/01/2016	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 ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS		BAPD3016534318	04/01/2015	04/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000		CAP3016534318	04/01/2015	04/01/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
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	83041426	04/01/2015	04/01/2016	☒ 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
A	EQUIPMENT FLOATER		CIMP3016534318	04/01/2015	04/01/2016	LEASED/ RENTED 50,000

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

CITY OF PORT ORANGE POLICY DEPT
 CITY OF PORT ORANGE IS ADDITIONAL INSURED FOR GENERAL LIABILITY PER FORM
 #CG7246 0908 AS REQUIRED BY WRITTEN CONTRACT AND A WAIVER OF SUBROGATION
 APPLIES IN FAVOR OF ADDITIONAL INSURED FOR EMPLOYERS LIABILITY PER FORM
 #WC000313 0484

CERTIFICATE HOLDER

CANCELLATION

CITYP-9 CITY OF PORT ORANGE 1000 CITY CENTER PARKWAY 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
---	---

SECTION 00050

BIDDER'S SUBMITTAL CHECKLIST



City of Port Orange

Purchasing Division
1000 City Center Circle
Port Orange, Florida 32129
Telephone (386) 506-5704
Fax (386) 506-5711

This checklist is for the Bidder's use in preparing their Bid. It is not intended to include all details necessary to prepare a bid and it is not intended as a substitute for the requirements of the Specifications. Use of this checklist does not relieve the Bidder from the responsibility of meeting all requirements of the Specifications concerning the preparation of an acceptable bid.

Bidder's Submittal Checklist:

Envelope: (1) original, (2) copies and (1) CD or flash drive version of the bid tabbed, indexed, and placed in the following order:

- ☒ 1. Bidder Acknowledgement Form: (Section 00030)
- ☒ 2. Insurance certificates: Submit a copy (Section 00080)
- ☒ 3. Statement of Bidder's Qualifications (Section 00110)
- ☒ 4. Listing of Previous Experience: (Section 00120)
- ☒ 5. Subcontractors List: (Section 00130)
- ☒ 6. Bid Bond (Section 00140)
- ☒ 7. Public Entity Crime Statement: (Section 00150)
- ☒ 8. Anti-Collusion Statement (Section 00160)
- ☒ 9. Drug Free/Tie Preference Statement (Section 00170)
- ☒ 10. License (Contractor, Sunbiz, etc.)
- ☒ 11. Permits / FL Certified Contractor's License. *na*
- ☒ 12. Total Base Bid: (Section 00090)
- ☒ 13. Local Business Affidavit (Section 00100 -optional)

SECTION 00090

TOTAL BASE BID

BID #16-06: Exterior Painting of the New Police Department Complex

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal, as principal or principals, is or are named herein and that no other persons than herein mentioned has any interest in the Proposal or the Contract to which the work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties making a bid or proposal and that the Proposal is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and that from personal knowledge and experience, or that he/she has made sufficient other investigations to fully satisfy self that such site is a correct and suitable one for this work and he/she assumes full responsibility therefore; that he/she is familiar with all legal requirements (Federal, State and local laws, ordinances, rules and regulations) pertaining to the Work; that he/she has examined the Drawings And Specifications for the work and from his/her own experience or from professional advice that the specifications are sufficient for the work to be done and he/she has examined the other contract documents and all addenda relating thereto, and that he/she has satisfied himself/herself fully, relative to all matters and conditions with respect to the work to which this Proposal pertains.

The Bidder proposes and agrees, if this Proposal is accepted, to contract with the City of Port Orange, (Owner) in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, transportation, and labor and to perform all work necessary to complete the Work specified in the Proposal and other Contract Documents.

The undersigned offers to furnish all materials, equipment and labor for the provision of **Exterior Painting of the New Police Department Complex** for the City of Port Orange, Florida, complete in every respect in strict accordance with the specifications and any future changes therein. The Contractor shall perform these obligations for the prices listed attached and made a part of this Bid.

TOTAL BASE BID COST: THIRTY FOUR THOUSAND NINE HUNDRED FOURTEEN DOLLARS
(In Words)

TOTAL BASE BID COST: \$34,914.00 (In Figures)

ALTERNATE #1 BID COST: (+/-) ONE THOUSAND EIGHT HUNDRED FORTY ONE DOLLARS

(In Words)

Refinish the underside of the steel deck, bar joists and piping of the interior of the sally port

ALTERNATE #1 BID COST: (+/-) \$1,841.00 (In Figures)

Refinish the underside of the steel deck, bar joists and piping of the interior of the sally port.

ALTERNATE #2 BID COST: (+/-) ONE THOUSAND THREE HUNDRED FORTY TWO DOLLARS

(In Words)

Refinish the interior walls of the sally port.

ALTERNATE #2 BID COST: (+/-) \$1,342.00 (In Figures)

Refinish the interior walls of the sally port.

ALTERNATE #3 BID COST: (+/-) SIX HUNDRED SEVENTY EIGHT DOLLARS

(In Words)

Refinish all steel bollards within the complex, (Currently painted yellow) and to be refinished to match existing color.

ALTERNATE #3 BID COST: (+/-) \$678.00 (In Figures)

Refinish all steel bollards within the complex, (Currently painted yellow) and to be refinished to match existing color.

ALTERNATE #4 BID COST: FIVE THOUSAND SEVEN HUNDRED SEVENTY FOUR DOLLARS

(In Words)

Paint the interior sides and the exterior sides of the masonry fence with the exception of the small section of masonry fence attached to the southeast corner of the administration building.

ALTERNATE #4 BID COST: \$5,774.00 (In Figures)

Paint the interior sides and the exterior sides of the masonry fence with the exception of the small section of masonry fence attached to the southeast corner of the administration building.

ALTERNATE #5 BID COST: (+/-) THREE HUNDRED FORTY THREE DOLLARS

(In Words)

Repair to concrete/stucco fence at the exit gate from the parking lot at the north end of the complex that was damaged from a lightning strike.

ALTERNATE #5 BID COST: (+/-) \$343.00 (In Figures)

Repair to concrete/stucco fence at the exit gate from the parking lot at the north end of the complex that was damaged from a lightning strike.

ALTERNATE #6 BID COST: (+/-) FOUR HUNDRED EIGHTY DOLLARS

(In Words)

Paint monument sign on both sides.

ALTERNATE #6 BID COST: (+/-) \$480.00 (In Figures)

Paint monument sign on both sides.

ALTERNATE #7 BID COST: (+/-) ONE THOUSAND TWO HUNDRED NINETY FIVE DOLLARS

(In Words)

Substitute a textured, elastomeric coating for the exterior walls of the storage building only, in lieu of the specified 100% acrylic satin wall paint.

ALTERNATE #7 BID COST: (+/-) \$1,295.00 (In Figures)

Substitute a textured, elastomeric coating for the exterior walls of the storage building only, in lieu of the specified 100% acrylic satin wall paint.

ALTERNATE #8 BID COST: (+/-) THIRTEEN THOUSAND THIRTY NINE DOLLARS

(In Words)

To add an additional coat of paint to the administration building only.

ALTERNATE #8 BID COST: (+/-) \$13,039.00 (In Figures)

To add an additional coat of paint to the administration building only.

ALTERNATE #9 BID COST: (+/-) ONE THOUSAND FIVE HUNDRED SEVEN DOLLARS

(In Words)

In the event that the finish on the overhead doors is not in good condition after pressure washing, paint all of the overhead doors in the storage building with the D.T.M. semi-gloss paint.
(Exterior surfaces only)

ALTERNATE #9 BID COST: (+/-) \$1,507.00 (In Figures)

In the event that the finish on the overhead doors is not in good condition after pressure washing, paint all of the overhead doors in the storage building with the D.T.M. semi-gloss paint.
(Exterior surfaces only)

All bid prices shall be written in ink, in both words and numerals, in the blank spaces for each item, with the amounts extended if a unit price bid and all amounts totaled. In the event of any discrepancy between the written amounts and the numerals, the written amounts shall govern and will be considered as the price bid.

Company Name: VINTAGE PAINTING, INC.

Contact Person / Title: NORMAN TURNER / CEO

Mailing Address: P. O. BOX 290185 State: FL Zip: 32129

Phone: 386-760-0611 Fax: 386-760-7934 E-Mail: NORMANT@VINTAGEPAINTINGINC.COM

Signature: Norman Turner Submitted on: JAN. 21, 2016.

SECTION 00100 (Optional)
LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY
City of Port Orange

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

RFSQ/RFP/BID/CONTRACT/PROJECT # (as applicable): BID #16-06
BUSINESS NAME: VINTAGE PAINTING, INC.
CONTACT PERSON/TITLE: NORMAN TURNER CEO
MAILING ADDRESS: P.O. BOX 290185
CITY-STATE-ZIP: PORT ORANGE, FLORIDA 32129
Length of Time at Address Provided: 15 YEARS
Physical Presence of Business: ☒ Headquarters. ☐ Manufacturing Facility, or ☐ Locally Owned Franchise
and within Legal Boundaries: ☒ The City of Port Orange ☒ Volusia County ☒ The State of Florida
FEIN (Federal Employer Identification Number): 59-2953507
BUSINESS STRUCTURE: ☒ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship
☐ Other (Specify): _____
PHONE NUMBER: 386-760-0611 FAX: 386-760-7934
EMAIL: NORMANT@VINTAGE PAINTINGINC.COM

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

ATTESTATION – I understand that:

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

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

SWORN AND SUBSCRIBED BEFORE ME

SIGNATURE OF NOTARY PUBLIC

THIS 21ST DAY OF JANUARY, 20 16

My Commission Expires: 06/19/16
NOTARY SEAL



SIGNATURE OF AFFIANT

PATRICK BEUZET CHIEF ESTIMATOR

PRINTED NAME OF AFFIANT / TITLE

VINTAGE PAINTING, INC.

COMPANY

DATE 01/21/16

Norman Turner
Norman Turner CEO

2016 City of Port Orange Business Tax Receipt



VINTAGE PAINTING INC
413 OAK PL I4

PORT ORANGE FL 32127

ISSUE DATE: September 09, 2015

EXPIRATION DATE: September 30, 2016

OWNER NAME: NORMAN TURNER
BUSINESS ADDRESS: 413 OAK PL I4

BUSINESS TAX NUMBER: 16-00010214
CLASSIFICATION: SUBCONTRACTOR-PAINTING COMMERCIAL
COMMENTS:
STATE LICENSE NUMBER:
(If Applicable)

TOTAL PAID: \$50.00

RESTRICTIONS:

THIS TAX RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS.

This receipt represents a business tax only. It is not a competency card and is not meant to be a certificate of the holder's ability to perform the service in which he or she is licensed. The issuance of this business tax does not constitute a permit to act in violation of any city codes, regulations or ordinances.

The renewal period for Business Taxes starts July 1st and runs through September 30th. We mail the Local Business Tax renewals in July as a courtesy reminder to allow time for processing payments, printing, and mailing renewed Receipts. It is the receipt holder's responsibility to renew before the expiration date to avoid penalties.

Should a business fail to pay their business tax before January 31st, the City will enforce payment of the tax with an additional \$250.00 fee as stated in Florida Statute 205.053(3): provides any business owner who does not pay the required business tax within 150 days after the initial notice of tax due, and who does not obtain the required Receipt is subject to civil actions and penalties, including court costs, reasonable attorney's fees, additional administrative costs incurred as a result of collection efforts and an additional penalty of up to \$250.00.

Permits / FL Certified Contractor's License:

NA.

SECTION 00110

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information he desires.

- A. Name of bidder. VINTAGE PAINTING, INC.
- B. Permanent main office address. 413 OAK PLACE 4-I PORT ORANGE, FL 32127
- C. Date organized. APRIL 1987
- D. If a corporation, where incorporated. FLORIDA
- E. How many years have you been engaged in the contracting business under your present firm or trade name? 27
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) ATTACHED
- G. General character of work performed by your company. PAINTING INT/EXT, HIGH PERFORMANCE COATINGS, WALL COVERING
- H.⁽¹⁾ Have you ever failed to complete any work awarded to you? If so, where and why? NO
- H.⁽²⁾ Provide list of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome. N/A
- I. Have you ever defaulted on a contract? If so, where and why? N/A
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed. SEE ATTACHED
- K. List your major equipment currently owned or leased. THREE VEHICLES, MULTI LADDERS, SPRAYERS AIR COMPRESSORS, PRESSURE WASHERS, ETC.
- L. Experience in work similar to this type of project. SEE PREVIOUS EXPERIENCE SECTION 001200
- M. Background and experience of the principal members of your organization, including the officers. RESUMES ATTACHED
- N. Credit currently available: \$ 200,000.00
- O. Give bank reference: SUNTRUST BANK KIMBERLY DILLION 386-481-4266

- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? **YES**
- Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated this 21ST day of JANUARY, 2016.

VINTAGE PAINTING, INC.

Name of Bidder

By: *Norman Turner*
NORMAN TURNER Title CEO

State of FLORIDA

County of VOLUSIA

NORMAN TURNER being duly sworn deposes and says that he
is the CEO of VINTAGE PAINTING, INC. and that the
answers to the VINTAGE PAINTING, INC.
Name of Organization

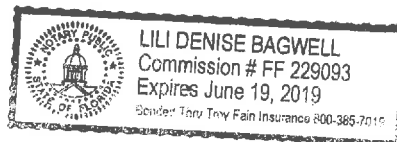
Foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this 21ST day of JANUARY, 2016.

Lili Denise Bagwell
Notary Public

My commission expires:

06/19/19



VINTAGE PAINTING, INC. WORK IN PROGRESS REPORT DECEMBER 2015

PROJECT DESCRIPTION	CONTRACT AMOUNT	CONTRACTOR OR OWNER	LOCATION	COMPLETE DATE	BACK LOG
LEESBURG REGIONAL MEDICAL	\$41,956.00	CHARLES PERRY	85% LEESBURG, FL	JAN 2016	\$6,293.40
Q BURKE RESORT HOTEL	\$758,246.00	PEAK CONST. MNGT.	75% BURKE, VT	FEB 2016	\$189,562.50
DUKE UNIV. EYE CLINIC	\$161,691.00	SKANSKA USA	100% DURHAM, NC	NOV 2015	***
DUKE UNIV. SYNGENTA	\$489,413.00	LEND LEASE	85% DURHAM, NC	NOV 2015	\$73,411.95
HERTZ GLOBAL HEADQUARTERS	\$556,257.00	TURNER CONST	100% ESTERO, FL	DEC 2015	***
MARRIOTT CRYSTAL SHORES	\$1,147,962.00	AUSTIN COMM.	0% MARCO ISLAND, FL	DEC2016	\$1,147,962.00
ORLANDO HEALTH 3RD FLOOR	\$21,988.00	TURNER CONST	100% ORLANDO, FL	NOV 2015	***
PALM COAST CITY HALL	\$102,408.00	GILBANE CONST	100% PALM COAST, FL	NOV 2015	***
H & M STORE UPFIT	\$34,000.00	M.R.S.I.	100% DAYTONA BEACH, FL	NOV 2015	***
LOFTS @ SEIGLE POINT	\$1,373,795.00	LEND LEASE	100% CHARLOTTE, NC	NOV 2015	***
DUKE CLINICAL LAB	\$116,794.00	SKANSKA USA	5% DURHAM, NC	JUN 2016	\$110,954.30
PERKINS LIBRARY 2.3	\$235,959.00	LEND LEASE	82% DURHAM, NC	FEB 2016	\$18,495.00
SANTA ROSA REG MEDICAL CTR	\$37,811.00	M J HARRIS	0% MILTON, FL	MAY 2016	\$37,811.00
LAWNWOOD REG MED CTR	\$71,442.00	CHARLES PERRY	20% FT PERCE, FL	MAR 2016	\$53,581.50

\$5,149,722.00

\$1,643,911.35

*** COMPLETE

Vintage Painting, Inc.

431 Oak Street Suite 4 -J

Port Orange, FL 32127

(386)760-0611

SECTION 00110 (J) MORE IMPORTANT COMPLETED PROJECTS

Q BURKE RESORT

BURKE, VT

PEAK CONSTRUCTION MANAGEMENT

INTERIOR PAINTING, WALL COVERING, EXTERIOR PAINTING
AND STAIN OF WOOD SIDING

\$687,300.00

COMPLETED DECEMBER 2015

HERTZ WORLD HEADQUARTERS

ESTERO, FL

TURNER CONSTRUCTION

INTERIOR AND EXTERIOR PAINTING, HIGH PERFORMANCE COATINGS

\$556,257.00

COMPLETED DECEMBER 2015

LOFTS AT SEIGLE POINT

CHARLOTTE, NC

LEND LEASE CONSTRUCTION

INTERIOR AND EXTERIOR PAINTING

\$1,463,374.00

COMPLETED OCTOBER 2015

Norman Turner
Owner and CEO
Vintage Painting, Inc.

Objective: Provide quality services, on schedule, within budget

Has owned and acted as CEO of Vintage Painting, Inc. for 25 years, and has over 40 years experience in the industry. Over the years, Norman has built a strong team, as well as excellent relationships with contractors, owners and vendors.

While building Vintage Painting, Norman has acted as project manager on such projects as:

Jay Peak Resort Hotels II & Water Park

Reunion Grande Hotel & Ballroom

Q. Burke Resort Hotel

Universal Studios City Walk & Island of Adventures

Portofino Hotel

Vintage maintains facilities operating as a large commercial contractor in Florida and North Carolina. With the capability to work virtually anywhere in the United States; for example: Vermont, Missouri, New Mexico, Mississippi, Georgia, South Carolina, Virginia, West Virginia and Kentucky.

Along with the hospitality industry, Vintage Painting has extensive experience within the medical, theme park, school, and high rise condominium environments.

Vintage Painting is well experienced in many facets of the industry: high performance coatings, waterproofing, wall covering, textured coatings, epoxies, sealants, floor systems, and deck coatings.

Norman ensures that all team members are trained, knowledgeable, safety conscious, and dedicated to doing quality work in what ever environment.

Raleigh Carey
124 Arbor Lane
Edgewater, FL 32141

Objective: Project and Safety Manager

A talented project manager and professional painter with vast amounts of experience in performing skilled commercial painting work applying; paints, epoxies, special coatings, sealants and caulk to wood, plaster, sheet rock, concrete, masonry, steel, both indoor and out door finishes involved in new construction, renovations, repairs, maintenance.

Summary of Qualifications

- Project Management, safety manager
- Ability to operate and supervise operation of aerial lift equipment skillfully due to training and certifications.
- Proven ability to use and train personnel in all conventional and airless spray equipment.
- Demonstrates ability to assign duties to keep employees on task and coordinated.
- In depth ability to inspect surfaces to be finished to determine coating and painting techniques used to achieve Level 5 finish.
- Knowledge and experience with coating methods, techniques, devices and materials.
- Knowledge and experience of sand blasting.
- Proven ability to select the right tools and equipment to perform a job.
- Proven to be goal oriented as well as a team player.

Professional Experience

Vintage Painting, Inc., Port Orange, FL

2004 – Present

Project Manager

- Excellent communicator, leadership qualities.
- Ensured proper care in the use and maintenance of equipment and supplies
- Shows a profound ability to inspect areas ready for work to ensure a Level 5 finish will result.
- Knowledge of steel work including, coatings for steel, and product adhesion.
- Competent in the use of all conventional and airless spray equipment.
- Extensive knowledge of special coatings.
- Trained to use and operates aerial equipment such as scaffolding, swing stages, motorized lifts.
- Performed general commercial painting practices, learning techniques for special coatings and Level 5 finishing.
- Fine tuned surface preparation skills including, sanding, sand blasting, patching and caulking.
- Extensive hands on training for finishing steel work.
- Operates conventional and airless spray equipment with great skill.
- Assures work is performed efficiently, on schedule and within budget.

LUIS PEREZ
413 Oak Place, #4-1
Port Orange Fl, 32127

Resume of: Field Supervisor & Safety Representative

A highly talented professional painter with vast amounts of experience in performing skilled commercial painting work applying; paints, epoxies, special coatings, sealants and caulk to wood, plaster, sheet rock, concrete, masonry, steel, both indoor and out door finishes involved in new construction, renovations, repairs, maintenance.

Summary of Qualifications

- Over 6 years as a painter prior to 9 years of Field Supervision.
- Profound ability to communicate with others bilingually and to assimilate and understand information in a manner consistent with essential job functions.
- Able to operate aerial lift equipment skillfully due to extensive training and certifications.
- Remarkable ability to effectively control the operations of equipment and systems.
- Exceptional ability to interpret specifications, plans and budgets.
- Unquestionable ability to read, understand, communicate and enforce standard safety procedures in accordance to OSHA 30 certification.
- Demonstrates ability to assign duties to keep employees on task and coordinated.
- In depth ability to inspect surfaces to be finished to determine coating and painting techniques used to achieve Level 5 finish.
- Holds a vast knowledge of coating methods, techniques, devices and materials.
- Complete knowledge of sand blasting.
- Proven ability to select the right tools and equipment to perform a job.

Professional Experience

Vintage Painting, Inc., Port Orange, FL
2004 – Present

Field Supervisor

- Demonstrated ability to run large crews, coordinate employees, assign tasks and keep them on task as a working supervisor.
- Worked in association with other trades when conditions, schedule or work loads warranted.
- Promotes continuous improvement of workplace safety by holding weekly safety meetings and daily safety checks for the crew.
- Ensured proper care in the use and maintenance of equipment and supplies.
- Shows a profound ability to inspect areas ready for work to ensure a Level 5 finish will result.
- Performed sand blasting.
- Vast knowledge of steel work including, coatings for steel, and product adhesion.
- Competent in the use of all conventional and airless spray equipment.
- Extensive knowledge of special coatings.

Vintage Painting, Inc., Port Orange, FL

1998-2004

Painter

- Trained to use and operated aerial equipment such as scaffolding, swing stages, motorized lifts.
- Performed general commercial painting practices, learning techniques for special coatings and Level 5 finishing.
- Fine tuned surface preparation skills including, sanding, sand blasting, patching and caulking.
- Extensive hands on training for finishing steel work.
- Learned to operate conventional and airless spray equipment

SECTION 00120

LISTING OF PREVIOUS EXPERIENCE

Client List

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

List all clients to whom you currently provide, or have in the past provided **Exterior Painting of the New Police Department Complex** services equal or similar to those required under the City's contract and as outlined in this bid package. A minimum of three (3) projects shall be listed below in order to bid on this contract. The Owner reserves the right to check references and confirm information provided herein.

	Contact Name	Phone	Current Client? Y or N	Number of years service provided	Description of service
1	CHRIS BARNES CITY PORT ORANGE	386-566-1154	Y	10+ YEARS	EXTERIOR PAINTING PORT ORANGE CITY HALL
2	CHRIS BARNES CITY PORT ORANGE	386-566-1154	Y	10+ YEARS	INTERIOR PAINTING PORT ORANGE CITY HALL
3	TY BLISS GILBANE CONST.	904-900-6349	Y	2 YEARS	INTERIOR & EXTERIOR PAINTING PALM COAST CITY HALL

SECTION 00130

LISTING OF SUBCONTRACTORS

The bidder proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. Upon approval of subcontractors listed, the successful bidder shall not substitute subcontractors without approval from the Engineer. Bidder shall attach additional sheets as necessary.

SUBCONTRACTOR	COMPANY NAME	REFERENCES
N/A		1) 2) 3)
		1) 2) 3)
		1) 2) 3)
		1) 2) 3)
		1) 2) 3)

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Vintage Painting Inc.

as Principal, hereinafter called the Principal, and Westfield Insurance Company

a corporation duly organized under the laws of the State of Ohio

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Port Orange, FL

as Oblige, hereinafter called the Oblige, in the sum of Five Percent of Amount Bid

Dollars (\$ 5%),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by
these presents.

WHEREAS, the Principal has submitted a bid for Exterior Painting of New Police
Department

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract
with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding
or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt
payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter
such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty
hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract
with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain
in full force and effect.

Signed and sealed this 21st day of January, 2016

Renee Bagwell
(Witness)

Vintage Painting Inc.

(Principal)

(Seal)

Norman Turner CEO
(Title)

Stefano
(Witness)

Westfield Insurance Co

(Surety)

(Seal)

By: *Carol Baker*
Carol Baker (Title)

Attorney-in-fact
and Florida Resident

General
Power
of Attorney

POWER NO. 0996451 01

**Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.**
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
JOHN YUZZOLIN, CAROL BAKER, JOINTLY OR SEVERALLY

of PORT ORANGE and State of FL its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, undertakings, and recognizances; provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed FIVE MILLION DOLLARS AND NO CENTS (\$5,000,000)---

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 10th day of JUNE A.D., 2003.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: *Dennis P. Baus*
Dennis P. Baus, National Surety Leader and
Senior Executive

State of Ohio
County of Medina ss.:

On this 10th day of JUNE A.D., 2003, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



William J. Kahelin
William J. Kahelin, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 21st day of January A.D., 2016



Frank A. Carrino Secretary
Frank A. Carrino, Secretary

SECTION 00150

PUBLIC ENTITY CRIME STATEMENT

STATE OF FLORIDA §
COUNTY OF VOLUSIA §

Before me, the undersigned authority, personally appeared affiant NORMAN TURNER, who being first duly sworn, deposes and says:

1. That the undersigned firm is furnishing this Public Entity Crime Statement pursuant to Section 287.133 of the Florida Statutes for the undersigned firm to receive a contract with the City of Port Orange, a public entity, for goods or services.
2. The firm acknowledges that "a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."
3. The firm warrants that none of its employees or affiliates are on the convicted vendor list kept and published by the State Department of Management Services.

FURTHER AFFIANT SAYETH NAUGHT

Name of Firm: VINTAGE PAINTING, INC.

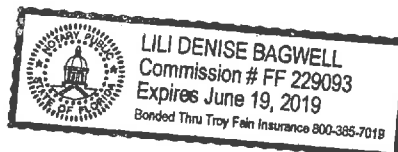
By: Norman Turner
Name and Title NORMAN TURNER CEO

Date: 1/21/16

The foregoing instrument was acknowledged before me this 21ST day of JANUARY, 2016, by NORMAN TURNER, as CEO of VINTAGE PAINTING and who: [x] is personally known to me; or [] has produced _____ as identification.

Lili Denise Bagwell
Notary Public, State of FLORIDA

Printed Name, Commission Seal and Term Expiration Date



SECTION 00160

ANTI-COLLUSION STATEMENT

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

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

IT IS AGREED BY THE UNDERSIGNED BIDDER THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FORGOING SPECIFICATIONS, PROPOSED CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN EACH OF THE GOVERNMENTAL PARTIES.

NAME OF FIRM: VINTAGE PAINTING, INC.

SIGNED BY: *Norman Turner*
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

TITLE: NORMAN TURNER CEO

ADDRESS: 413 OAK PLACE BUILDING 4 SUITE I

CITY AND STATE: PORT ORANGE, FLORIDA 32127

TELEPHONE: 386-760-0611

COMPLETION TIME: 60 DAYS

F.E.I.N. NUMBER: 59-2953507

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

NO BID (REASON) _____

SECTION 00170

DRUG FREE PREFERENCE STATEMENT

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

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

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

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

Name of Firm: VINTAGE PAINTING, INC.

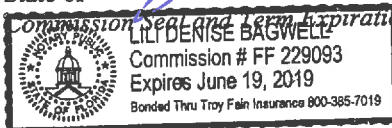
By: Norman Turner
Name and Title NORMAN TURNER CEO

Date: _____

The foregoing instrument was acknowledged before me this 21ST day of JANUARY, 2016 by NORMAN TURNER, as CEO of VINTAGE PAINTING, INC. and who: ☒ is personally known to me; or ☐ has produced _____ as identification.

Lili Denise Bagwell
Notary Public, State of FLORIDA

Printed Name, LILI DENISE BAGWELL Commission # FF 229093 Expiration Date June 19, 2019





CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2016, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **VINTAGE PAINTING, INC.**, a Florida corporation whose principal address is 413 Oak Place, Suite 4-I, Port Orange, Florida 32127 ("Contractor"). (The City and Contractor are collectively referred to herein as the "Parties.")

1. Provision of Services

- (a) The Contractor hereby agrees to provide the City of Port Orange with all labor, equipment, materials, and supervision to refinish the Police Department administration building located at 4545 Clyde Morris Boulevard, and other specific work as more specifically described in Vintage Painting, Inc. Total Base Bid and Alternates 3, 5, 6 and 7, City Bid No. 16-06 Exterior Painting of Police Department and Addendum No. 1, attached hereto as Exhibit "1."

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

Term: The term of this Contract shall commence on the last date the Contract is signed by the Parties and the work shall be substantially completed within 90 calendar days of the written purchase order with final completion 30 days thereafter (the "Term").

Manner and Place: As outlined in Exhibit "1," 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(s), signed by an authorized agent of the City of Port Orange.

Time and Essence: Contractor acknowledges that time is of the essence for Purchase Order(s) issued hereunder.

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

2. City Obligations. In return for the services identified above, the City agrees to compensate the Contractor at the prices set forth in Exhibit "1," subject to a limit up to but not to exceed Thirty-Seven Thousand Seven Hundred Ten and 00/100 Dollars (\$37,710.00) during the term of this Contract. The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. All payments shall be governed

by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. Contract Documents The following forms are attached as Exhibit "2" and must be completed, signed, witnessed and notarized as indicated, and returned to the City prior to the commencement of any services by Contractor under this Contract:

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

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

5. Contract Administration. The Director of Public Works, Branford N. Adumuah, shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

6. Termination for Convenience of the City

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

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

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

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

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

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

(f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Finance Director shall pay the Contractor the amounts determined as

follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

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

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 20 of this contract concerning disputes.

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

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

9. Examination of Records

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

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

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

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

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term.

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

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

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

11. Termination for Non-Appropriation of Funds

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

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

12. Insurance. Contractor shall maintain insurance during the life of this Contract. Contractor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the bidder's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. Contractor shall not commence work under this Agreement until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Contractor shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

The City reserves the right to increase insurance coverage as determined for higher risk contracts and shall reimburse the Contractor for the reasonable additional costs of increased coverage.

Insurance		Standards	Comments
Workers' Compensation	<u>Limits:</u>	Coverage A - Statutory Coverage B - \$100,000	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
<u>Additional Coverage:</u>		All States (Broad Form) Voluntary Compensation	
Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u>	Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000 Aggregate	When the Contract work on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
Comprehensive Business, Automobile Liability to include all automobiles.	<u>Limits:</u>	Auto Liability Bodily Injury: \$100,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence.	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
<u>Additional Coverage:</u>		Non-Owned, Hired Car	
Property Insurance Builders Risk.	<u>Limits:</u>	Buildings - Completed value of contract.	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
<u>Additional Coverage:</u>		"All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	
Professional Liability (Errors & Omissions)	<u>Limits:</u>	Coverage \$1,000,000 minimum	

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

14. Modifications or Changes to this Contract

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

(b) If any change under this clause causes an increase or decrease in Contractor's cost of, or time required for the performance of the work hereunder, Contractor shall receive an equitable adjustment in accordance

with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

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

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

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

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

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

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

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

19. **Inspection**

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

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such

supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

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

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

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

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

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

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

22. Disputes. The Finance Director, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Contract in the first instance. The decision shall be final and binding unless, within thirty-(30) days from the date of such decision, Contractor mails or otherwise furnishes to the Finance Director a written appeal addressed to the City Manager. The decision by the City Manager shall be final and binding unless, within ten (10) days from the date of receipt of the decision of the City Manager, appeal is made to the City Council. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence. Pending a final determination of a properly

appealed decision of the Finance Director, Contractor shall proceed diligently with the performance of this Contract in accordance with that decision.

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

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

25. Additional Provisions. As may have been outlined in BID No. 16-06, written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work.

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

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

City:	City of Port Orange Attention: City Manager 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5501
Copy to:	City of Port Orange Attention: Branford N. Adumuah, Director of Public Works 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5575
Contractor:	Vintage Painting, Inc. Attention: Norman Turner, Vice President 413 Oak Place Suite 4-I Port Orange, Florida 32127 (386) 760-0611 – business (386) 760-7934 – facsimile normant@vintagepaintinginc.com

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties

may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

28. Contract Construction

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

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

[Remainder of this page intentionally left blank]

Witnesses:

VINTAGE PAINTING, INC.

By: _____

Norman Turner, 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: _____

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Norman Turner, as Vice President of Vintage Painting, Inc., a Florida corporation, and who:

[Notary: Please select one]

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

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____ By: _____
Allen Green, Mayor

Printed Name: _____ Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

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

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:

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

Printed Name: _____ Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

[CA 5150]

SECTION 00090

TOTAL BASE BID

BID #16-06: Exterior Painting of the New Police Department Complex

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal, as principal or principals, Is or are named herein and that no other persons than herein mentioned has any interest in the Proposal or the Contract to which the work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties making a bid or proposal and that the Proposal is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and that from personal knowledge and experience, or that he/she has made sufficient other investigations to fully satisfy self that such site is a correct and suitable one for this work and he/she assumes full responsibility therefore; that he/she is familiar with all legal requirements (Federal, State and local laws, ordinances, rules and regulations) pertaining to the Work; that he/she has examined the Drawings And Specifications for the work and from his/her own experience or from professional advice that the specifications are sufficient for the work to be done and he/she has examined the other contract documents and all addenda relating thereto, and that he/she has satisfied himself/herself fully, relative to all matters and conditions with respect to the work to which this Proposal pertains.

The Bidder proposes and agrees, if this Proposal is accepted, to contract with the City of Port Orange, (Owner) in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, transportation, and labor and to perform all work necessary to complete the Work specified in the Proposal and other Contract Documents.

The undersigned offers to furnish all materials, equipment and labor for the provision of Exterior Painting of the New Police Department Complex for the City of Port Orange, Florida, complete in every respect in strict accordance with the specifications and any future changes therein. The Contractor shall perform these obligations for the prices listed attached and made a part of this Bid.

TOTAL BASE BID COST: THIRTY FOUR THOUSAND NINE HUNDRED FOURTEEN DOLLARS
(In Words)

TOTAL BASE BID COST: \$34,914.00 (In Figures)

ALTERNATE #1 BID COST: (+/-) ONE THOUSAND EIGHT HUNDRED FORTY ONE DOLLARS

(In Words)

Refinish the underside of the steel deck, bar joists and piping of the interior of the sally port

ALTERNATE #1 BID COST: (+/-) \$1,841.00 (In Figures)

Refinish the underside of the steel deck, bar joists and piping of the interior of the sally port.

ALTERNATE #2 BID COST: (+/-) ONE THOUSAND THREE HUNDRED FORTY TWO DOLLARS

(In Words)

Refinish the interior walls of the sally port.

ALTERNATE #2 BID COST: (+/-) \$1,342.00 (In Figures)

Refinish the interior walls of the sally port.

ALTERNATE #3 BID COST: (+/-) SIX HUNDRED SEVENTY EIGHT DOLLARS

(In Words)

Refinish all steel bollards within the complex, (Currently painted yellow) and to be refinished to match existing color.

ALTERNATE #3 BID COST: (+/-) \$678.00 (In Figures)

Refinish all steel bollards within the complex, (Currently painted yellow) and to be refinished to match existing color.

ALTERNATE #4 BID COST: FIVE THOUSAND SEVEN HUNDRED SEVENTY FOUR DOLLARS

(In Words)

Paint the interior sides and the exterior sides of the masonry fence with the exception of the small section of masonry fence attached to the southeast corner of the administration building.

ALTERNATE #4 BID COST: \$5,774.00 (In Figures)

Paint the interior sides and the exterior sides of the masonry fence with the exception of the small section of masonry fence attached to the southeast corner of the administration building.

ALTERNATE #5 BID COST: (+/-) THREE HUNDRED FORTY THREE DOLLARS

(In Words)

Repair to concrete/stucco fence at the exit gate from the parking lot at the north end of the complex that was damaged from a lightning strike.

ALTERNATE #5 BID COST: (+/-) \$343.00 (In Figures)

Repair to concrete/stucco fence at the exit gate from the parking lot at the north end of the complex that was damaged from a lightning strike.

ALTERNATE #6 BID COST: (+/-) FOUR HUNDRED EIGHTY DOLLARS

(In Words)

Paint monument sign on both sides.

ALTERNATE #6 BID COST: (+/-) \$480.00 (In Figures)

Paint monument sign on both sides.

ALTERNATE #7 BID COST: (+/-) ONE THOUSAND TWO HUNDRED NINETY FIVE DOLLARS

(In Words)

Substitute a textured, elastomeric coating for the exterior walls of the storage building only, in lieu of the specified 100% acrylic satin wall paint.

ALTERNATE #7 BID COST: (+/-) \$1,295.00 (In Figures)

Substitute a textured, elastomeric coating for the exterior walls of the storage building only, in lieu of the specified 100% acrylic satin wall paint.

ALTERNATE #8 BID COST: (+/-) THIRTEEN THOUSAND THIRTY NINE DOLLARS

(In Words)

To add an additional coat of paint to the administration building only.

ALTERNATE #8 BID COST: (+/-) \$13,039.00 (In Figures)

To add an additional coat of paint to the administration building only.

ALTERNATE #9 BID COST: (+/-) ONE THOUSAND FIVE HUNDRED SEVEN DOLLARS

(In Words)

In the event that the finish on the overhead doors is not in good condition after pressure washing, paint all of the overhead doors in the storage building with the D.T.M. semi-gloss paint.

(Exterior surfaces only)

ALTERNATE #9 BID COST: (+/-) \$1,507.00 (In Figures)

In the event that the finish on the overhead doors is not in good condition after pressure washing, paint all of the overhead doors in the storage building with the D.T.M. semi-gloss paint.

(Exterior surfaces only)

All bid prices shall be written in ink, in both words and numerals, in the blank spaces for each item, with the amounts extended if a unit price bid and all amounts totaled. In the event of any discrepancy between the written amounts and the numerals, the written amounts shall govern and will be considered as the price bid.

Company Name: VINTAGE PAINTING, INC.

Contact Person / Title: NORMAN TURNER / CEO

Mailing Address: P. O. BOX 290185 State: FL Zip: 32129

Phone: 386-760-0611 Fax: 386-760-7934 E-Mail: NORMAN@VINTAGEPAINTINGINC.COM

Signature: Norman Turner Submitted on: JAN. 21, 20 16.

SECTION 00200

TECHNICAL REQUIREMENTS

EXTERIOR PAINTING OF THE NEW POLICE DEPARTMENT COMPLEX REQUIREMENTS

SCOPE OF SERVICES

SCOPE OF WORK – GENERAL

Furnish all labor, equipment, materials, supervision to refinish the “new” Police Department administration building, storage building and other specific work as enumerated in the project manual.

BASE BID-DESCRIPTION OF WORK

- 1) Refinish the complete exterior of the administration and storage building walls, soffits, hollow metal doors, hollow metal frames and previously “field painted items, including the dumpster area, in accordance with the project manual.
- 2) Items not included in the base bid.
 - a) Prefinished column covers (metal, plastic, etc.)
 - b) Prefinished aluminum doors, frames, windows and all garage roll-up doors, cleaning of which is included in the base bid.
 - c) Prefinished metal canopy(s).
 - d) Generator and generator fuel tanks.
 - e) A/C equipment.
 - f) Pressure cleaning of concrete “flatwork” (i.e. sidewalks, slabs and similar “flatwork”).
 - g) All existing sealant at door frames and windows (remains).
 - h) “Trimming back” plants, bushes, weeds, etc.
- 3) Bases bid will include the small portion of the masonry and stucco “fence” that is connected to the southeast corner of the administration building to include both sides of this “fence”.

BID ALTERNATES-DESCRIPTION OF WORK

Bid Alternate #1: The “Sally Port” is an integral part of the Administration Building, the exterior of which is included in the base bid. Alternate #1 – Clean and refinish the underside of the metal deck, bar joists, suspended piping and related items.

Bid Alternate #2: Clean and refinish the interior walls of the “Sally Port”. The existing rolling shutters are to be cleaned in the base bid. Alternate #2 does not include the refinishing of the rolling gates.

Bid Alternate #3: Clean and refinish all steel bollards at the complex. The bollards are to be painted “yellow” (traffic or caution), similar to the existing color.

Bid Alternate #4: Clean and refinish all of the existing masonry and stucco “fences” at this complex, with the exception of the small portion of masonry fence which is included in the base bid.

Bid Alternate #5: Repair the column/wall portion of the masonry and stucco “fence” that was damaged by a lightning strike. This column/wall is located next to, (east) of the rolling exit gate at the north side of the complex. Paint the repaired area in an effort to match the existing color.

Bid Alternate #6: Clean/paint the monument sign (both sides).

Bid Alternate #7: This alternate is limited to the exterior walls of the storage building only. The repair of the numerous surface cracks in the stucco will be visible after the cracks are opened up and filled in with the specified products. The “new” paint will cover the repairs, but the repaired areas will show a slightly different texture.

This alternate will provide for a textured, elastomeric coating in lieu of the 100% acrylic satin wall paint, specified in the base bid.

EXTERIOR COLOR SELECTIONS

Match all existing colors on the administration building, storage building, dumpster area, fence, monument sign, and related items. There will be no color changes to any existing colors.

SAFETY RELATED PRECAUTIONS

- 1 .It is the Painting Contractor's responsibility to read and follow all label and technical data directions and information and all safety requirements from the Manufacturer of the products being used.
2. The Painting Contractor will be responsible for roping off and erecting signs in areas where any painting is occurring.
3. The Painting Contractor shall be responsible for all aspects of safety administration on the job and must be in compliance with all OSHA safety regulations.

PAINTING

PART 1 GENERAL

Only manufacturer approved applicators will be considered for this project. Only bidders attending the mandatory pre-bid meeting will be eligible to submit bids. The Manufacturer's and suppliers, Coronado Paint, Ben Moore Paint and Richards Paint representatives will also attend the pre-bid meeting. The purpose of the meeting will be to address any questions about the specification or the scope of work. A site visit will immediately follow the pre-bid meeting at City Hall. The meeting will reconvene back at City Hall, after the site visit.

Colors; Match all existing colors.

Original colors are as follows

- A. Dover White SW-6385
- B. Versatile Gray SW-6072
- C. Tony Taupe SW-7038
- D. Virtual Taupe SW 7039

An inspection has been made by a Coronado Paint, Ben Moore Paint and Richards Paint representative for the exterior Painting of this facility.

A Paint Representative or an authorized dealer representative will inspect the work in progress to help ensure proper preparation and application of all products to meet the requirements of Coronado Paint Co. Ben Moore Paint Co Richards Paint Co. and warranty programs.

This list is a brief scope of work which includes the major elements of the work but may not be limited to the following:

INCLUSIONS

1. Completely pressure clean all exterior surfaces to be coated.
2. Let surfaces dry completely before prep work is begun.
3. Priming of all stucco surfaces will be done with 48-11 masonry primer sealer.
4. Painting of finish coats will not begin until these areas have been inspected by Paint representative.
5. 410 line 100%Acrylic Satin will be used for this project. Stucco Walls.
6. Metal Door Frames and Doors will be coated with 13 line Rust Scat semi-gloss.
7. Repair to stucco cracks in the exterior wall of the storage building.

Bid Alternate #7 Substitute Textured Elastomeric Coating similar to the Main Building for the Final Finish on the Storage Building ONLY, in lieu of the 100% Acrylic Satin Finish as specified for the base bid of the storage building only in an effort to help hide the possible "map cracking" of the exterior walls.

1.01 QUALITY ASSURANCE

A. The Painting Contractor shall furnish all labor, materials, tools, and equipment necessary for the cleaning, preparation, sealing and painting of all specified surfaces.

B. All work is to be done in a workmanlike manner by skilled workers and carried out in such a way as to minimize any inconvenience to the occupants and tenants. The Painting Contractor shall maintain a full work force from the start to the completion of work and shall leave a qualified foreman on the job at all times. The Painting Contractor will be responsible for making sure that all the Painting Contractor's employees be fully and properly clothed in identifiable uniforms while working on the premises or entering any part of the facilities. The skilled workers will be thoroughly trained and experienced in their necessary trade and will be completely familiar with the specification requirements and methods for proper performance of the work in this Specification.

C. The Painting Contractor once having started the job will continuously and expeditiously proceed with its vigorous prosecution until completion.

D. The Painting Contractor will not sub-contract any of their work.

E. All materials shall be applied free from runs, sags, wrinkles, streaks, shiners and brush marks.

F. All materials shall be applied uniformly.

G. The Painting Contractor shall be responsible for and use utmost care in the protection of the occupant and common property including all screens, windows, walkways, shrubbery, parked vehicles and any other property in the area from paint and/or any other damage

H. The Painting Contractor shall be solely responsible for the rectification of any such damage, the cleanup involved from work outlined in this specification, and their employees during the performance of their labor. Payment to the Painting Contractor will be withheld until settlement is reported.

PART 2 PRODUCTS

2.01 MATERIALS

A. Bids are to be based solely on coatings manufactured by the Coronado Paint, or Benjamin Moore Company, or Richards Paint Company except as otherwise noted or specified.

B. Colors are to be those as approved by the Owner(s). Listed on previous page2.

C. All paint and coatings must be delivered to the job site in the manufacturer's original sealed containers.

D. The Owner reserves the right to take a representative sample of any materials the Painting Contractor brings on the job and have it tested by an approved laboratory to verify the materials conform to the specification set forth herein.

E. **Product substitutions: If a contractor wishes to make a substitution of products, said contractor will need to provide independent laboratory testing proving equal or superior materials on all levels of VOC regulations and MPI specifications.**

F. Due to different conditions of surfaces being painted the Painting Contractor must assume responsibility for coverage of paint. One coat coverage cannot be guaranteed due to different absorption rates of the surfaces painted. Test patches should be completed prior to beginning of work to assure satisfactory coverage of material.

G. Color differences due to different batches are inherent in the paint industry. The Painting Contractor should try to order as much of any custom mixed color at one time ready made from the factory or the paint store in order to avoid "batch color differences". As this might not be feasible in all circumstances, if smaller batches do need to be taken for whatever reason, the Painting Contractor should retain an amount needed from a particular batch to touch up those areas painted in that batch of paint to help avoid "touch up" problems.

H. If any reduction of the coating's viscosity is necessary, it shall be done in accordance with manufacturer's label directions.

PART 3 EXECUTION

3.01 ACCESS

A. The Owner agrees to and shall be responsible for the trimming and/or removal of all foliage clinging to or otherwise obstructing the building and permit adequate access to the areas to be painted.

B. The Owner agrees to notify all occupants of the property to remove any personal items, vehicles as necessary to permit the Painting Contractor to proceed without delay.

C. The Painting Contractor must give prior notice to commencement of work in their area in order to have all objects removed from any area that will hinder the progress of the work in any way. Parked vehicles are also to be moved from the area described.

D. The Painting Contractor must be allowed easy access to all locked areas that have been included to be painted.

3.02 STAGING AREA

A. The Painting Contractor is to submit their requirements for a staging area (shop and storage areas) and parking area for their employees and the Owner will make every effort to provide a suitable area. At the end of each working day, all equipment, ladders, paint, supplies, vehicles, etc. must be returned to the staging area and the working area must be left clean. Protection of this area is the sole responsibility of the Painting Contractor and shall be left in a clean, safe and acceptable manner.

A port a john rental is required at this project. Preference of keeping it in the staging area for access to Painters.

3.03 REMOVAL

- A. Upon completion of an area, it shall be left in a clean and orderly condition and all paint splatters contaminated rags and trash shall be removed.
- B. The Paint contractor shall be responsible for the proper disposal of any hazardous waste generated during the course of work.
- C. Upon completion of the job, the Painting Contractor must remove all surplus materials, scaffolds etc., from the premises that relate to their trade. The Painting Contractor shall clean all window glass free of excess paint and splatters and remove paint that has been misplaced on any other surfaces.

3.04 PREPARATION OF THE SURFACES

- A. The Painting Contractor shall be wholly responsible for the quality of their work and is not to commence any part of it until all surfaces are in proper condition.
- B. All surfaces are to be clean of mildew, chalk, peeling paint and other residues. If, for any reason, the surface cannot be cleaned this condition must be promptly reported to the Owner or the Painting Contractor will assume responsibility for the condition.
- C. If the Painting Contractor considers any surface unsuitable for proper finishing, they are to notify the Owners of this fact in writing. The Painting Contractor is not to apply material until corrective measures have been taken or the Owners have instructed them to proceed under the current conditions.
- D. Occasionally the Painting Contractor's cleaning technique develops or reveals an unforeseen condition that requires additional labor and materials. The Painting Contractor must either negotiate their contract or assume the responsibility for properly correcting the condition.
- E. The prime coat shall be applied soon after surface preparation has been completed, so as to prevent contamination of the substrate.

3.09 EXTERIOR SUBSTRATE PREPERATION

APPROXIAMATELY 90% OF ALL PAINT FAILURES CAN BE DIRECTLY ATTRIBUTED TO IMPROPER SURFACE PREPARATION. STRICTLY FOLLOWING ALL SURFACE PREPARATION INSTRUCTIONS ON ALL SURFACES IS ESSENTIAL TO ACHIEVE MAXIMUM BENEFITS OF THE COATINGS TO BE USED. ALTHOUGH INSPECTIONS ARE CONDUCTED ON A REGULAR BASIS, IT IS THE PAINTING CONTRACTOR'S ULTIMATE RESPONSIBILITY TO ASSURE THAT ALL SURFACES TO BE PAINTED ARE PROPERLY AND COMPLETELY PREPARED PRIOR TO APPLICATION OF ANY AND ALL COATINGS.

A. (Stucco and Exterior Systems)

- 1. Preparation

a. Any areas exhibiting efflorescence deposits shall be treated with a 25% solution of Muriatic Acid to water, scrubbed and then thoroughly rinsed with clear water to neutralize any acidity. A pH test should then be conducted to verify if any further actions should be taken.

2. Cleaning

a. Pressure clean all stucco and masonry surfaces with pressure washing equipment of no more than 3000 P.S.I. being sufficient enough to remove as much existing deteriorating coating as possible. It is recommended to use a Fan nozzle on the pressure cleaner to facilitate cleaning of the surface without damaging the substrate. All surfaces are to dry thoroughly. If necessary, repeat procedure.

b. Rust stains must be thoroughly removed. After wetting the surface with water, apply a solution of 2% oxalic acid or appropriate oxalic acid compound in water. It is important to observe the precautions listed on the container or these compounds for safe handling and storage. Wash with sponge and scrub brush until stain is removed, then rinse with clean water.

c. Steel @ Garage Door Openings@ storage Building and or other locations and Steel Bollards

1.02 LIASON

A. The Owner's Representative and the Painting Contractor shall transmit all information pertaining to the job and shall not permit unauthorized interference from outside persons or from the painting contractor's employees.

1.03 INSPECTION

A. In order to avoid any dispute over existing damage it is suggested that before the commencement of any work that the Painting Contractor along with the Owner or the Owner's Representative together walk the project and make a list of all existing damage. This list should contain the areas and photographs showing signs of any kind of damage. Each party should keep a dated copy. In the event of a claim, the Owner and the Painting Contractor can use this list to resolve any disputed damage.

B. The Painting Contractor shall schedule all required tests, approvals and inspections at appropriate times so as not to delay the progress of the work. The Painting Contractor shall bear all expenses associated with tests, inspections and approvals required which, unless otherwise agreed to, shall be conducted by an independent testing laboratory or entity approved by the Contractor and Owner. Inspections conducted the Benjamin Moore & Company representative does not dismiss the Painting Contractor of responsibility for the prescribed preparation and application of specified products.

C. The Painting Contractor is required to correct in a timely fashion any work reasonably rejected by the Benjamin Moore Representative or owner for failing to comply with the Specification Documents whether observed prior to the commencement of the warranty period or during the warranty period. Benjamin Moore & Company accepts no responsibility for any increase in cost due to the any unforeseen or undiscovered condition that may arise.

START AND COMPLETION SCHEDULE

PROJECT START DATE.....TO BE DETERMINED

SUBSTANTIAL COMPLETION DATE.....90 CALENDAR DAYS

FINAL COMPLETION.....30 DAYS THEREAFTER

D. Warranty Information;

(7) Seven Year Non-prorated, Limited Material and Labor Warranty that the Materials are manufactured to specifications and free from defects. These specified products will not flake, crack, peel, or blister when applied to a properly prepared surface. This warranty does not apply to the condition of or to any failure of the pre-existing paints or pre-existing structural defects. Substrate repairs and mechanical damage of paint is not covered under warranty.

Material safety data and product data sheets can be obtained on line or at the store supplying the products, and are to be kept on the job site for all materials used on this project.

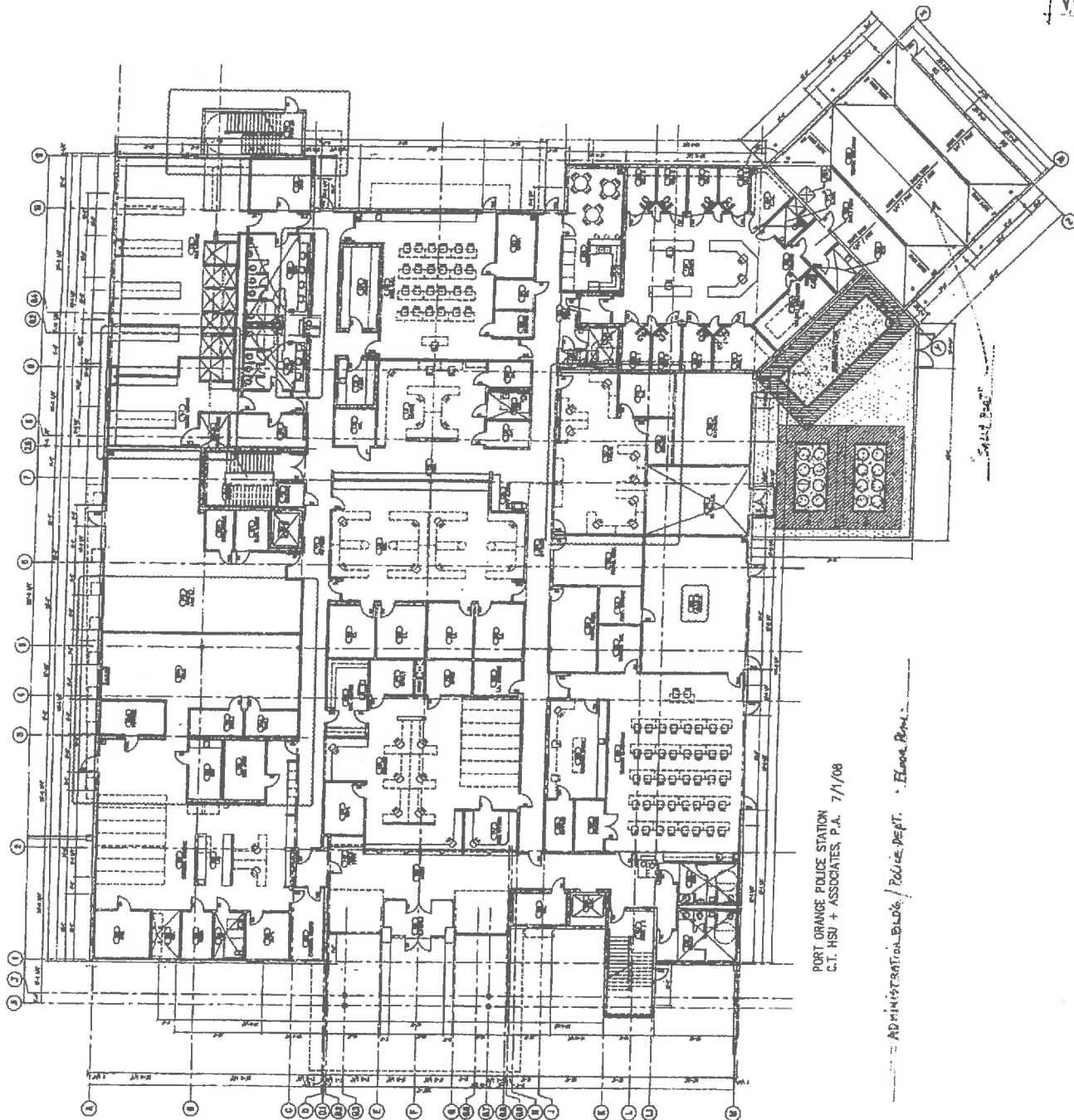
End of Specifications:

SPECIAL CONDITIONS

- 1) The painting contractor will remove all debris, (empty paint containers, etc.), generated by his work, on a daily basis. The dumpster(s) at the facility are for the exclusive use by the Police Department only.
- 2) The painting contractor shall provide chemical toilets(s) for the workmen for the duration of the project.
- 3) The City will supply potable water and 110 V. electricity V.I.A. of the existing hose bibbs.
- 4) No workmen will be allowed access to the interior of the Police Administration Building, with the exception of providing the access to the roof, V.I.A., the southeast stairs to the roof. The City will supply a supervisor that will accompany workmen, while any workmen are on the roof of the Administration Building.
- 5) The painting contractor will provide a competent site supervisor, capable of having authority to make field decisions on the project at all times that any work is being performed. The site supervisor can be a “working supervisor” or “lead painter”, etc.
- 6) All workers will be required to wear a company/paint supplier shirt or some sort of identification indicating that they are employees of the painting company. The painting contractor will provide a list of names of employees for gate access, etc.
- 7) The painting contractor will access the “rear” parking lot and storage building area V.I.A. rolling gate at the north end of the complex.
- 8) The painting contractor will be responsible for any over-spray.
- 9) Arrangements will be made to allow the painting contractor to store materials on site.

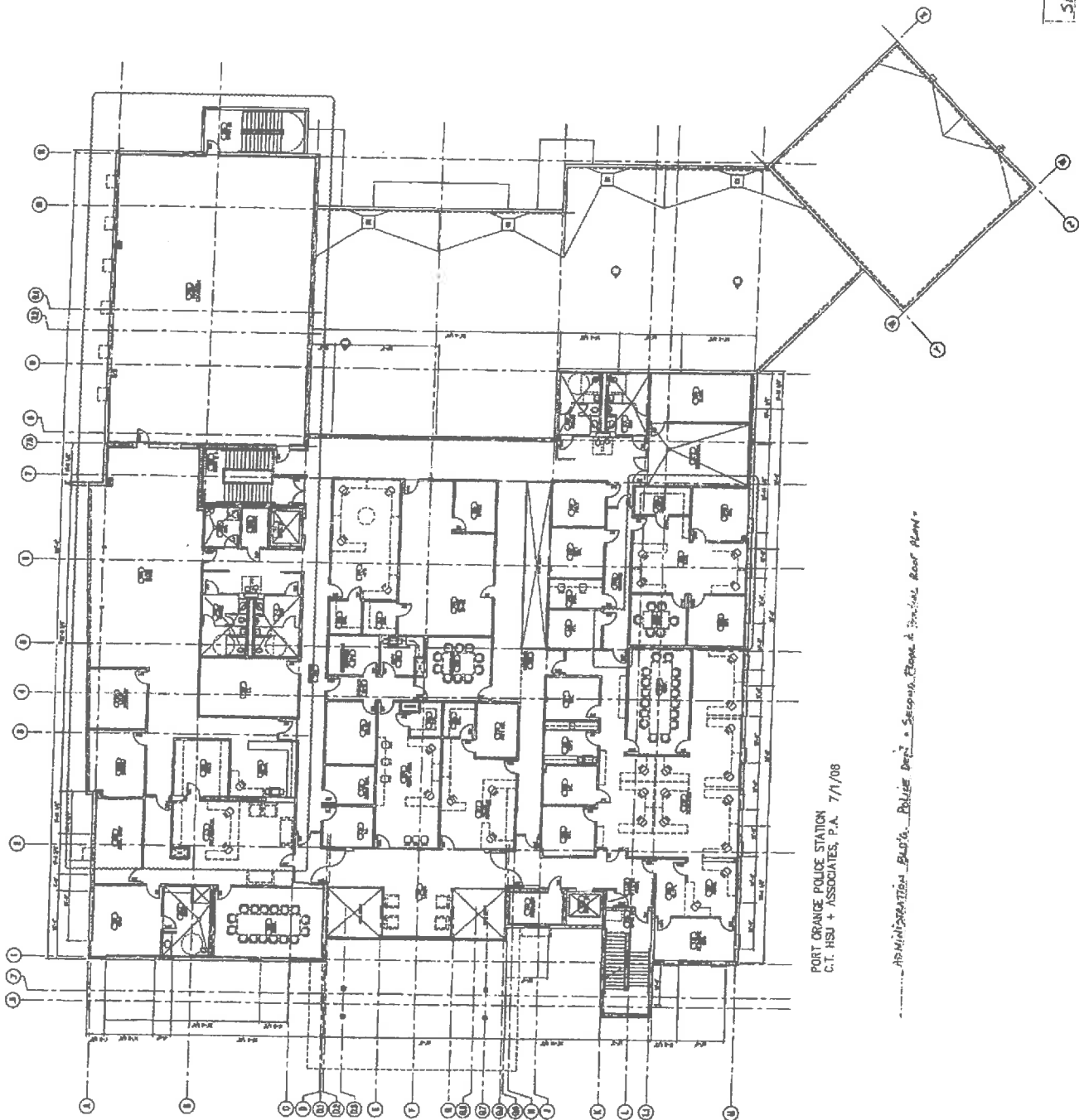
LIST OF CONTRACT DRAWINGS

SHEET NO:	C-201	Site Geometry Plan (Includes Storage Building/Dumpster)
"	"	Admin #1 First Floor Plan
"	"	Admin #2 Second Floor/Partial Roof Plan
"	"	A2-201 Elevations/Administration Building
"	"	A2-202 Elevations/Administration Building
*Note 1:	Above Plans for General information only. Painting contractors are responsible to determine existing measurements and quantity take-offs.	
*Note 2:	Full size drawings of above plans will be distributed at the pre-bid conference.	



Sheet No. ADMIN. 1

EXHIBIT "1"



PORT ORANGE POLICE STATION
C.T. HSU + ASSOCIATES, P.A. 7/1/08

ADMINISTRATIONS BLDG. POLICE DEPT. - SECOND, THIRD & FOURTH FLOOR PLAN

SHEET NO.
ADMIN. # 2

EXHIBIT "1"



CITY OF PORT ORANGE

PURCHASING DIVISION

Diana Fye, Purchasing Manager

dfye@port-orange.org

1000 CITY CENTER CIRCLE

PORT ORANGE, FLORIDA 32129

TELEPHONE 386-506-5704

FAX 386-506-5711

ADDENDUM NO. 1

Dec 30th, 2015

TO THE BIDDING/CONTRACT DOCUMENTS AND SPECIFICATIONS

CITY OF PORT ORANGE

Exterior Painting of the New Police Department

Bid #16-06

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated December 8, 2015 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.

Audio version of pre-bid conference is available online through DemandStar.

Clarifications:

A: Only one roof crew on police station roof at a time.

B: Supervisor must be available at all times and be able to have direct contact with the City of Port Orange Public Works foreman Eric Repyneck.

C: Prior to painting the Administration Building, the successful painting contractor will perform a mock up inside generator enclosure on the east side surface of the Administration Building the size of "One Square". One (1) coat of sealer and one (1) coat of the specified finish will be applied to the mock-up. Refer to alternate #8 (Separate attachment) for additional information.

D: Regards to control joint caulking between masonry fences at the Administration Building: Remove and replace with new backer rod and sealant on both sides of the fence, both fences that abut the Administration Building on the West side and East side.

E: Do not include painting of the prefinished drip (roof) edges. Pressure clean only per specification.

F: In regards to paint specification shown to in the bid documents refer to the modifications and new specifications showing various manufacturers' model numbers below.

Products to be used are;

Primer for Stucco will be 48-11 Masonry primer sealer or 066 primer sealer from Ben Moore, or Richards 1791 rich flex conditioner.

Finish coat will be 410 Coronado Crylicote 100% acrylic satin or Ben Moore Ultra Spec Satin N448 or Richards Rich Classic Satin.

Primer for steel doors and frames 35-111 alkyd primer sealer, or Ben Moore po6 alkyd metal primer, or Richards Rich Shield 1018 white Alkyd primer.

Finish Coat for Door frame 13 alkyd semi gloss Rust Scat, or Ben Moore Super Spec Alkyd DTM Semi Gloss

G: We have dedicated a storage area for the painter's supplies in the size of 8x10 located in the motors garage. The supervisor of the painting crew will be given a swipe card to the motor bay to access painting supplies

Questions and Answers:

Q: Gate that went to generators enclosure the "aluminum gate" will it be painted as part of the base bid?

A: Yes Please add painting of aluminum gate in your base bid.

Q: Are the dimensions on these plans to verify scale correct?

A: The purpose of the plans were to show the areas to be painted not actual dimensions. It's your responsibility to "Roll" and or measure the project for quantity "Take-Offs".

Q: Are the individual pass doors included?

A: Yes the individual steel pass doors with the hollow metal frames are to be painted and are included in the base bid. (Storage Building) The garage Doors "Roll up doors" are only to be washed. Only wash ones in operating garage "white doors." Paint steel frames that encapsulate stucco and pass doors in the base bid. Refer to alternate # 9 for additional information (Separate Attachment)

All other pre finished items such as column covers, under soffits, drip edge, window frames, "Roll up" doors, light fixtures and prefinished gutters are not to receive paint. Clean these areas in accordance with the specifications.

Q: What are the working hours?

A: 7 a.m.-3:30 p.m. Exceptions will be made for special requests.

Q: Is the ladder at the generator area that goes to the roof part of the work?

A: Yes, It is part of the base bid. Paint ladder in accordance to the specifications.

Q: Is there a storage container or area for long ladders?

A: Yes

Q: Can we bring our own storage container?

A: Yes

Q: There is no new sealant included around windows and doors but what if contractor encounters sealant issues around windows and doors?

A: Issues encountered regarding sealant will need to be addressed by an appropriate change order.

Q: What type of Caulk should be used on windows & fence?

A: Acrylic Urethane sealant.

Q: How Many coats of paint on Storage Building?

A: One (1) Coat masonry Sealer. Two (2) coats of paint in accordance with specs by manufacturer.

Q: How many coats of paint on the Administrations Building?

A: One (1) coat of masonry sealer and One (1) coat of finish acrylic satin finish, per the specifications.

Q: Are bollards in Sally Port included?

A: No

Q: How many site visits can I have?

A: As many you need. Please contact City of Port Orange Public Works Foreman Eric Repyneck.

Q: What part of the Masonry Fence is in the base bid?

A: The only portion of masonry fence included in base bid is that portion of fence abutting the east side of the Administration Building approximately 25 ft. long +/-

Q: What are Paint Specifications?

A: See attached additional clarifications to the paint specifications.

Q: Can last date of questions be moved?

A: Yes Deadline for questions is now the 11th of January 2016 at 5:00pm Final posting of Addendum will be the 14th of January 2016

Q: Will police vehicles be moved?

A: Yes, Let the City of Port Orange Public Works Foreman Eric Repyneck know when you need to have vehicles moved.

Q: Will a clear sealer will that give us enough base to have a consistent sheen of the satin paint on the final coat?

A: As long as it's applied according to the specifications.

Q: Are the canopy and all prefinished soffits and columns items to be washed?

A: All of the prefinished columns, soffits and canopy's, on the south elevation are to be pressured

cleaned as part of the base bid.

Q The entire building is going to be pressured washed?

A: Yes, Refer to painting specifications.

Q: The monument sign would be an addition?

A: The monument sign is referenced in the scope of work and bid alternate #6.

Q You never clarified 30-90 day requirement

A: 90 days to complete. 30 more if needed.

Q: Expected date to start project after contract is awarded?

A: As soon as possible.

Exhibit “2”

Payment and Performance Bond

(Exhibit “2” includes a total of 4 pages)

RETURN RECORDED DOCUMENT TO:

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

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

PAYMENT AND PERFORMANCE BOND

(Public Works)

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

BOND NO. _____

PRINCIPAL:

Developer or Contractor: Vintage Painting, Inc.
Principal Business Address: 413 Oak Place
Suite 4-I
Port Orange, Florida 32127
Contact Person: Norman Turner, Vice President
Phone Number: (386) 760-0611

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: \$37,710.00 **City Case/ Bid 16-06 Exterior Painting of Police Department Complex**

Description of Work: Bid 16-06 Exterior Painting of Police Department Complex

Project Location: Police Department Complex, 4545 Clyde Morris Boulevard
Port Orange, Volusia County, Florida

Legal Description: Police Department Complex, 4545 Clyde Morris Boulevard, Port Orange
Volusia County, Florida
See Exhibit "A" attached

Front Page

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

**City of Port Orange Police Department
4545 Clyde Morris Boulevard, Port Orange, FL 32127**

Full Parcel ID:

07-16-33-00-00-0012

Short Parcel ID:

6307-00-00-0012

Legal Description:

A portion of the Parcel ID listed above.

EXHIBIT "A"

RETURN RECORDED DOCUMENT TO:

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

Vintage Painting, Inc.
Bid 16-06 Exterior Painting of New Police Department Complex

Bond No. _____

Space Reserved for Recording Data

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

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

BY THIS BOND, We, **Vintage Painting, 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 **THIRTY-SEVEN THOUSAND SEVEN HUNDRED TEN AND 00/100 DOLLARS (\$37,710.00)**, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain Standard Contract for Services, having an effective date of _____, 2016, entered into by and between the Principal and the City, for Exterior Painting of the Police Department Complex, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and
3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

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

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

IN WITNESS WHEREOF, this performance and payment bond is executed in duplicate originals, each of which shall be deemed an original, this _____, day of _____, 2016.

Attest:

VINTAGE PAINTING, INC.
(Principal)

(As to Corporate Principal) Secretary

By: _____
Norman Turner, 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.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/05/2016

Consent item: Yes

SUBJECT: Extension No 2 to the Piggyback Agreement with Shelley's Environmental Systems for Wastewater Residuals Management Services, dated April 22, 2014

DEPARTMENT: Public Utilities

GOAL: 1 - Infrastructure Preservation

OBJECTIVE: 4 - Enhance the infrastructure maintenance programs in order to extend the full life of capital investments

RECOMMENDED MOTION:

Move to approve Extension No 2 to the Piggyback Agreement with Shelley's Environmental Systems for Wastewater Residuals Management Services for an annual contract amount not to exceed \$550,000.00 for the Wastewater Treatment Plant; and to authorize the Mayor and City Clerk to execute all required contract documents on behalf of the City.

SUMMARY:

On April 22, 2014, Council entered into a Piggyback Agreement with Shelley's Environmental Systems under Palm Coast Bid #ITB-PW-U-14-06 for Wastewater Residuals management Services. This contract is set to expire April 17, 2016; but has one (1) additional one (1) year renewal option. The contractor has agreed to allow the City to piggyback and extend the contract under the same terms and conditions. The City has utilized Shelley's Environmental Systems and they have performed adequately.

The Wastewater Treatment Plant generates approximately 11,000 tons of residuals annually for disposal. The cost to haul and dispose these residuals is \$45.00 per ton. Residuals are a byproduct of the wastewater treatment process.

The department has budgeted \$550,000.00 annually for residuals management. There are sufficient funds in FY16 operating budget to cover expenditures through September 30, 2015. Funds will be budgeted in FY17 to cover the remainder of this contract extension.

The department is reviewing additional alternatives for biosolids management under Invitation to Negotiate 16-09, which is being advertised. Should an alternative more beneficial to the city be selected, this contract can be terminated with a 90 day notice..

The City Manager has authority to sign this piggyback agreement under City Purchasing Policy and Ordinance Section 2-267. However, in view of the dollar amount involved we are recommending and requesting City Council approval.

Project No.: none Funding Account No.: 401-0400-535.34-14

ATTACHMENTS:

1.	Recalimed Water Plant- Contract Services	Shelley's Environmental - Extension of Standard Contract for Services No 2.pdf
2.	Renewal Letter From Palm Coast	Palm Coast - Renewal Letter to Shelley's.pdf
3.	Shelley's Environmental Original Contract	Approved Piggyback Agreement.tif
4.	Extension No. 2	Shelley's Environmental System Extension No 2.pdf

Wiggins, Julia	Created/Initiated - 03/07/2016
Wiggins, Julia	Approved - 03/07/2016
Wilson, Rick	Approved - 03/07/2016
Neff, Andrew	Approved - 03/16/2016
Riehm, Tracey	Approved - 03/28/2016
Roberts, Margaret	Approved - 03/31/2016
Johansson, M. Jake	Final Approval - 03/31/2016

EXTENSION OF STANDARD CONTRACT FOR SERVICES

THIS EXTENSION of Standard Contract for Services ("Extension") is made and entered into the day and year set forth hereinafter by and between the **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation located at 1000 City Center Circle, Port Orange, Volusia County, Florida 32129-4144 (the "City"), and **SHELLEY'S SEPTIC TANK, INC., D/B/A SHELLEY'S ENVIRONMENTAL SYSTEMS**, a Florida corporation whose principal address is 6505 W. Jones Avenue, Zellwood, Florida 32798 (the "Contractor"). (The City and the Contractor are hereinafter collectively referred to as the "Parties.")

WHEREAS, on April 22, 2014, the Parties entered into a Standard Contract for Services (the "Contract"); and

WHEREAS, the Contract provided for an initial term of one year, commencing on April 8, 2014 and continuing until April 7, 2015, with two optional two-year renewals; and

WHEREAS, the Parties desire to exercise the second renewal option, extending the term of the Contract for an additional one year term, as set forth in this Extension; and

WHEREAS, the City Council has determined that the execution of this Extension is beneficial to the citizens of the City of Port Orange.

NOW, THEREFORE, the Parties, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. The term of the Contract is hereby extended for one (1) year, commencing on April 8, 2016, and expiring at midnight on April 7, 2017.
2. All other terms and conditions of Contract shall remain in full force and effect.
3. This Extension may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Extension shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until each of the Parties signs this Extension.

IN WITNESS WHEREOF, the Parties hereto have signed, sealed, and delivered this Extension on the day and year stated hereinafter.

[remainder of page intentionally left blank]

Witnesses:

SHELLEY'S SEPTIC TANK, INC.
D/B/A SHELLEY'S ENVIRONMENTAL SYSTEMS

Printed Name: _____

By: _____
James D. Shelley, Jr., President

Printed Name: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by James D. Shelley, Jr., as President of Shelley's Septic Tank Inc., d/b/a Shelley's Environmental Systems a Florida corporation, and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

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

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Allen Green, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Allen Green, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the City, and who is personally known to me.

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

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the City, and who is personally known to me.

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

[CA ____]



Purchasing & Contract Management Division

March 15, 2016

Mr. Rick Donohue
General Manager
Shelley's Septic Tank, Inc.
6505 West Jones Avenue
Zellwood, Florida 32798

RE: Wastewater Residuals Management Services (ITB-PW-U-14-06)

Dear Mr. Donohue:

Section 11 of the above Contract allows for two additional one-year terms following the initial term which ended on April 7, 2015.

This is the second and final renewal option that the City wishes to exercise. If you are in agreement, please have this renewal letter signed and witnessed where indicated below that you agree to renew for the third and final year at the same original terms and conditions until April 7, 2017. Please return the document to my attention at the address listed below (**please make note of our new address**). Once the letter is fully executed, I will send a copy to you for your records.

All invoices should be sent to the Accounts Payable Department, City of Palm Coast, 160 Lake Avenue, Palm Coast, Florida 32164 or emailed to ap@palmcoastgov.com. Legal notices should be sent to the attention of the City Manager at the same above listed address.

If you should have any questions, please don't hesitate to contact me.

Sincerely,

Dianne E. Torino, RMPE
Manager, Risk & Contracts

DT:dt
Encls.

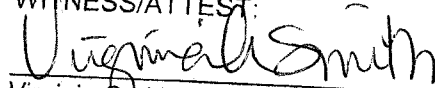
CITY OF PALM COAST

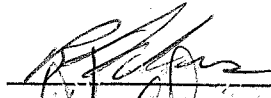

Signature

Jim Landon
Print Name

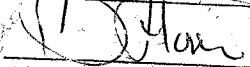
3/17/16
Date

WITNESS/ATTEST:

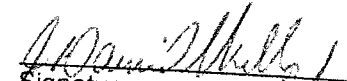

Virginia Smith, City Clerk

 3/16/16 Department Head

 3/16/16 Finance Director

 3/16/16 Purchasing & Contracts

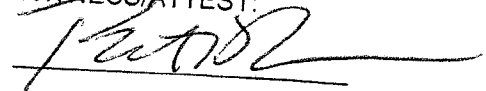
SHELLEY'S ENVIRONMENTAL
SYSTEMS


Signature

J. David Shelley
Print Name

3/15/16
Date

WITNESS/ATTEST:





CITY OF PORT ORANGE PIGGYBACK AGREEMENT

This Piggyback Agreement is entered to this 22 day of April, 2014, by and between the CITY OF PORT ORANGE, a Florida municipal corporation holding tax exempt status, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and SHELLEY'S SEPTIC TANK, INC. d/B/A/ SHELLEY'S ENVIRONMENTAL SYSTEMS ("Contractor"), a Florida corporation whose principal address is 6505 W. Jones Avenue, Zellwood, Florida 32798 (collectively "the Parties"), have entered into this Agreement (the "Contract") on the day and year set forth hereinafter.

WHEREAS, Contractor entered into a Contract for Wastewater Residuals Management Services with the City of Palm Coast, Florida, pursuant to City of Palm Coast Invitation to Bid No. ITB-PW-U-14-06 (the "Palm Coast Agreement"); and

WHEREAS, the Palm Coast Agreement provides for an initial term of one (1) year commencing on April 8, 2014 and continuing until April 7, 2015, with two (2) optional one (1) year renewals thereafter at the City's discretion; and

WHEREAS, a copy of City of Palm Coast Invitation to Bid No. ITB-PW-U-14-06 and Contractor's Response thereto dated February 21, 2014 may be obtained from the Office of the City Clerk, City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129; and

WHEREAS a copy of Palm Coast Contract is attached hereto as Exhibit "1"; and

WHEREAS, by entering into this Contract, Contractor agrees to honor the terms of the Palm Coast Agreement for wastewater residuals management services provided to the City of Port Orange, except as specifically modified herein; and

WHEREAS, the Port Orange City Council has determined that the execution of this Contract is beneficial to the citizens of the City of Port Orange.

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

1. Term. Notwithstanding the date of execution by the City and Contractor, the initial term of this Contract shall be effective commencing on the date of full execution of the Contract by the Parties and continuing until April 7, 2015. This Contract may be renewed for two additional one-year periods upon prior written approval by the Parties.

2. Contractor Obligation. Contractor agrees to provide wastewater residuals management services to the City as set forth in the Palm Coast Agreement except as expressly modified herein. Contractor will receive dewatered wastewater residuals into suitable transport equipment at the City's Wastewater Treatment Facility located at 817 Oak Street, Port Orange, Florida. Contractor shall provide said services at the rate of \$45.00 per wet ton, excluding the container provided by Contractor. Contractor agrees that all pricing shall remain valid for the duration of this Agreement and any renewals hereto.

3. City Obligations. The City agrees to compensate Contractor at the rate of \$45.00 per wet ton subject to an annual limit up to but not to exceed Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00). 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 Florida Statute Sections 218.70 through 218.79, Florida Statutes, as amended.

The City makes no covenant or promise as to the amount of services to be required under this Contract. The City reserves the right to contract with other parties for the services contemplated by this Contract, as determined in the City's sole and absolute discretion.

4. Termination. The Parties shall have the right to terminate this Contract for any or no reason upon ninety (90) days written notice to the other party.

5. Termination for Convenience of the City

(a) 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.

(b) 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.

(c) After complying with the provisions of subparagraph (b), 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.

(d) 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.

(e) 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.
- (f) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 20 of this contract concerning disputes.
6. Termination for Convenience for Subcontractors. In accordance with the termination for the convenience of the City provision of this contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the City whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.
7. Termination for Default. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein.
8. 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.
9. Examination of Records
- (a) The Contractor agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.
 - (b) The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.
 - (c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the

performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

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

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

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

11. The Contractor shall maintain insurance during the life of this agreement, and the City of Port Orange shall be listed as additional insured on that insurance document. A waiver of subrogation must be added in all areas and shall suffice in lieu of additional insured on workers' compensation, in an amount and a form set forth herein, to insure against risks, which are identified herein.

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

Comprehensive Business, Automobile Liability to include all automobiles.	<u>Limits:</u>	Auto Liability Body Injury: \$100,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence.	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
<u>Additional Coverage:</u>		Non-Owned, Hired Car	
Property Insurance — Builders Risk.	<u>Limits:</u>	Buildings — Completed value of contract.	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
<u>Additional Coverage:</u>		"All-Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured-AIMA	
Professional Liability (Errors & Omissions)	<u>Limits:</u>	Coverage \$1,000,000 minimum	

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. Contractor shall not commence work under this Agreement until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Contractor shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

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

13. Modifications or Changes to this Contract

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

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

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

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

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

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

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

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

17. Inspection

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

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

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

18. Contract Administration. The Public Utilities Director will perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

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

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

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

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

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

21. Disputes. The Finance Director, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Contract in the first instance. The decision shall be final and binding unless, within thirty-(30) days from the date of such decision, Contractor mails or otherwise furnishes to the Finance Director a written appeal addressed to the City Manager. The decision by the City Manager shall be final and binding unless, within ten (10) days from the date of receipt of the decision of the City Manager, appeal is made to the City Council. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence. Pending a final determination of a properly appealed decision of the Finance Director, Contractor shall proceed diligently with the performance of this Contract in accordance with that decision.

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

23. Controlling Law. THIS CONTRACT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND

THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.

24. Additional Provisions

(a) As may have been outlined in City of Palm Coast Invitation to Bid No. ITB-PW-U-14-06, Contractor's response thereto dated February 21, 2014, the Palm Coast Agreement 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.

(b) For the purposes of this Contract, any reference in the Palm Coast Agreement to "Palm Coast" or "the City" shall be construed to mean the "City of Port Orange."

(c) In the event of a conflict between the Palm Coast Agreement and this Contract, this Contract with the City of Port Orange shall control.

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

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

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

Copy to: City of Port Orange
Attention: Public Utilities Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5750

Contractor: Shelley's Septic Tank, Inc. d/b/a Shelley's Environmental Systems
Attention: James D. Shelley, Jr., President
6505 W. Jones Avenue
Zellwood, Florida 32798
(407) 889-8042
RDonohue@ShelleysSeptic.com

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

27. Contract Construction. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Agreement shall be deemed valid as if an original

signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Agreement.

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

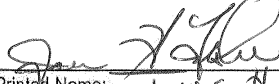
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Witnesses:

SHELLEY'S SEPTIC TANK, INC.
D/B/A SHELLEY'S ENVIRONMENTAL SYSTEMS


Printed Name: Richard Donohue

By: James D. Shelley, Jr. President
James D. Shelley, Jr., President


Printed Name: James H. Fisher

Date: 4/10/14

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 11th day of April, 2014, by James D. Shelley, Jr. as President of Shelley's Septic Tank, Inc. d/b/a Shelley's Environmental Systems, a Florida corporation, and who:

[Notary: Please select one]

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

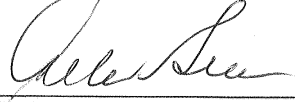


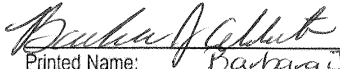
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

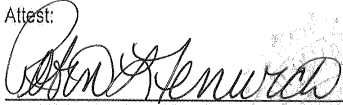
Witnesses:


Printed Name: Theresa Gutierrez

CITY OF PORT ORANGE, FLORIDA

By: 
Allen Green, Mayor


Printed Name: Barbara J. Abbate

Attest: 
Robin L. Fenwick, CMC, City Clerk

Date: April 22, 2014

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 22 day of April, 2014, by Allen Green and Robin L. Fenwick, as Mayor and City Clerk, respectively, of the City of Port Orange, a Florida municipal corporation, on behalf of the City, and who are personally known to me.


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



EXTENSION NO. 2 OF PIGGYBACK AGREEMENT DATED APRIL 22, 2014

THIS EXTENSION OF PIGGYBACK AGREEMENT ("Extension") is made and entered into the day and year set forth hereinafter by and between the **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation located at 1000 City Center Circle, Port Orange, Volusia County, Florida 32129-4144 (the "City"), and **SHELLEY'S SEPTIC TANK, INC. d/b/a SHELLEY'S ENVIRONMENTAL SYSTEM**, a Florida corporation whose principal address is 6505 W. Jones Avenue, Zellwood, Florida 32798 (the "Contractor"). (The City and the Contractor are hereinafter collectively referred to as the "Parties.")

WHEREAS, Contractor entered into a Contract for Wastewater Residuals Management Services with the City of Palm Coast, Florida, pursuant to City of Palm Coast Invitation to Bid No. ITB-PW-U-14-06 (the "Palm Coast Agreement"); and

WHEREAS, the Palm Coast Agreement provides for an initial term of one (1) year commencing on April 8, 2014 and continuing until April 7, 2015, with two (2) optional one (1) year renewals; and

WHEREAS, the Parties entered into a Piggyback Agreement on April 22, 2014 (the "Contract") for wastewater residuals management services; with two (2) optional one (1) year renewals thereafter; and

WHEREAS, the Parties extended the term of the Contract until April 7, 2016, as set forth Extension of Piggyback Agreement dated April 7, 2015; and

WHEREAS, the Parties desire to extend the term of the Contract until April 7, 2017, as set forth in this Extension No. 2; and

WHEREAS, the City Manager has determined that the execution of this Extension is beneficial to the citizens of the City of Port Orange.

NOW, THEREFORE, the Parties, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. The term of the Contract is hereby extended. This Contract shall commence on the date this Contract is last signed by the Parties and shall continue until April 7, 2017.
2. All other terms and conditions of Contract shall remain in full force and effect.
3. This Extension may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Extension shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Extension.

IN WITNESS WHEREOF, the Parties hereto have signed, sealed, and delivered this Extension on the day and year stated hereinafter.

Witnesses:

SHELLEY'S SEPTIC TANK, INC.
d/b/a SHELLEY'S ENVIRONMENTAL SYSTEMS

Printed Name: _____

By: _____
James D. Shelley, Jr., President

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by James D. Shelley, Jr., as President of Shelley's Septic Tank, Inc. d/b/a Shelly's Environmental Systems a Florida corporation, and who:

[Notary: Please select one]

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

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

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Allen Green, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Allen Green, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the City, and who is personally known to me.

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

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the City, and who is personally known to me.

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



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/05/2016

Consent item: Yes

SUBJECT: Sunshine State Officials

DEPARTMENT: Parks & Recreation

GOAL:

OBJECTIVE:

RECOMMENDED MOTION:

SUMMARY: City Council approved the contract with Sunshine State officials on May 6, 2014 and approved \$60,000 in annual department expenditures. Due to the increase in participation in youth and adult sports programs we have had to schedule more games which causes an increase in our umpires and officials needed. Staff requests an increase in spending authority from \$60,000 to \$65,600 to cover the remainder of the year.

Funding is available in 001.5200.579.34-14

Project No.: Funding Account No.: 001.5200.579.34-14

ATTACHMENTS:

1.	Change Order No.	Sunshine State Officials Association, Inc. Change Order No.
	1	1.pdf

Lovallo, Susan
Lovallo, Susan
Riehm, Tracey
Roberts, Margaret
Johansson, M. Jake

Created/Initiated - 03/22/2016
Approved - 03/22/2016
Approved - 03/28/2016
Approved - 03/31/2016
Final Approval - 03/31/2016

CHANGE ORDER NO. 1
To: Piggyback Agreement dated: May 6, 2014
SUNSHINE STATE OFFICIALS ASSOCIATION, INC., Contractor

Project: Sports Officials, Umpires and Score Keepers

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$60,000.00	Original Contract Times Final Completion
Net changes from previous Change Order: No. N/A \$0	Changes in contract time from previous Change Orders: 0 days
Contract Price prior to this Change Order: \$60,000.00	Contract Completion Date prior to this Change Order: Final Completion:
Net Increase (decrease) of this Change Order No. 1: \$5,600.00	Changes in contract time requested this Change Order No. 1: (Requires Council Approval) 0 days
Contract Price with all approved Change Orders: \$65,600.00	Contract Times with all approved Change Orders: Final Completion:

CHANGES ORDERED:

- I. **GENERAL:** This Change Order is necessary to cover changes in the work to be performed under the Piggyback Agreement entered into by and between the parties on May 6, 2014.
- II. **REQUIRED CHANGES:** To provide for an increase in spending authority from \$60,000.00 to \$65,600.00. No goods shall be delivered nor services commenced hereunder until this Change Order has been fully executed by all parties.
- III. **JUSTIFICATION:**
Changes in scope require Council approval. Is this a scope change? NO
The City has received an increase in participation in youth and adult sports programs, which requires the scheduling of additional games and officials to preside over the games.
- IV. **PAYMENT:** Payment for this Change Order shall be made in accordance with the terms of the Piggyback Agreement subject to a limit up to but not to exceed \$65,600.00. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Florida Statutes Section 218.70 through 218.79, as amended.

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:

Department Project Manager

ACCEPTED BY:

Contractor

By: _____
Susan Lovallo
Parks and Recreation Director

By: _____
Printed Name: _____
Title: _____

Date Signed: _____

Date Signed: _____

RECOMMENDED BY:

City's Representative

RECOMMENDED BY:

Engineer of Record

By: _____
Printed Name: _____
Title: _____

By: _____
Printed Name: _____
Title: _____

Date Signed: _____

Date Signed: _____

APPROVED BY:
CITY OF PORT ORANGE
Department Head

By: _____
Susan Lovallo
Parks and Recreation Director

Date Signed: _____

City Manager

By: _____
M.H. Johansson, City Manager

Date Signed: _____

If Council approval is required:

Affirmed:

By: _____
Printed Name: Allen Green, Mayor

Robin L. Fenwick, CMC, City Clerk

Date Signed: _____

Date Signed: _____



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/05/2016

Consent item: Yes

SUBJECT: Contract Award to Stuart Lyons Roofing Inc.

DEPARTMENT: Parks & Recreation

GOAL: 2 - Quality of Life

OBJECTIVE: 1 - Maintain existing beautification efforts and implement phases not yet complete

RECOMMENDED MOTION: Move to award a contract with Stuart Lyons Roofing Inc. in the amount of \$78,858.00 and authorize the Mayor and City Clerk to execute the associated documents.

SUMMARY: Bid #16-10 was opened on March 15, 2016 for roof replacement of the Parks building on Trailwood as well as alternate bids for roof replacements at Willow Run and Spruce Creek Road Parks. Five companies submitted bids. Stuart Lyons Roofing Inc. was the apparent low bidder to include the Trailwood roof and generator roof for \$71,689, staff would request a 10% unforeseen conditions be added to the contract in the amount of \$7,169.00 bringing the total cost to \$78,858.00.

Funding is available in project QPC051.

Project No.: QPC051 Funding Account No.: 317-1000-519.63-97

ATTACHMENTS:

1.	Bid Tab	ITB 16-10 Tabulation Sheet 03-15-16.pdf
2.	Standard Contract for Services	Stuart Lyons Roofing Inc Standard Contract for Services with City of Port Orange.pdf

Lovallo, Susan
Lovallo, Susan
Fye, Diana
Riehm, Tracey
Roberts, Margaret
Johansson, M. Jake

Created/Initiated - 03/22/2016
Approved - 03/22/2016
Approved - 03/22/2016
Approved - 03/28/2016
Approved - 03/31/2016
Final Approval - 03/31/2016



CITY OF PORT ORANGE, FLORIDA

ITB TABULATION SHEET

ALL BIDS ACCEPTED BY THE CITY OF PORT ORANGE ARE SUBJECT TO THE CITY'S TERMS AND CONDITIONS. ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE BIDDERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. BIDS FROM THE BIDDERS LISTED HEREIN ARE THE ONLY BIDS RECEIVED TIMELY AS OF THE OPENING DATE AND TIME. ALL OTHER BIDS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE. ALL BIDS ARE SUBJECT TO REVIEW BY THE CITY AND AWARD REQUIRES A FORMAL CONTRACT AND APPROVAL BY CITY COUNCIL.

ITB NUMBER:		ITB-16-10				
ITB TITLE:		Roof Replacement Services				
OPENING DATE/TIME:		03/15/16 AT 2:30 P.M.				
			Response 1	Response 2	Response 3	Response 4
Submittal Required Forms (mark "yes" or "no")			A.A.T. Roofing LLC.	Stuart Lyons Roofing Inc.	RIJ Group Inc.	Southland Rowe Roofing Inc.
1	Form 00030 Bidder's Acknowledgment		YES	YES	YES	YES
2	Form 00080 Insurance Certificates		YES	YES	YES	YES
3	Form 00120 Statement of Qualifications		YES	YES	YES	YES
4	Form 00130 Listing of Previous Experience		YES	YES	YES	YES
6	Form 00140 Bid Bond		YES	YES	YES	YES
7	Form 00150 Public Entity Crime Statement		YES	YES	YES	YES
8	Form 00160 Anti-Collusion Statement		YES	YES	YES	YES
9	Form 00170 Drug Free/Tie Preference Statement		YES	YES	YES	YES
10	Form Licence (Contractor, Sunbiz, etc.)		YES	YES	YES	YES
11	Form 00100 Total Base Bid		YES	YES	YES	YES
12	Form 00110 Local Business Affidavit (Optional)		YES	YES	YES	YES
1 Original, 2 Copies, 1 Digital Copy			YES	YES	YES	YES
Deemed Responsive?			YES	YES	YES	YES
1	PARKS BUILDING	\$ 74,810.00	\$ 69,246.00	\$ 84,900.00	\$ 104,656.00	
2	SPRUCE CREEK RECREATIONAL FACILITY	\$ 29,877.00	\$ 46,130.00	\$ 36,995.00	\$ 65,030.00	
3	WILLOW RUN RECREATIONAL FACILITY	\$ 16,751.00	\$ 26,215.00	\$ 18,300.00	\$ 28,280.00	
	TOTAL BID	\$ 121,438.00	\$ 141,591.00	\$ 140,195.00	\$ 197,966.00	
1	ALTERNATE -SHINGLE ROOF OVER GENERATOR	\$ 3,246.00	\$ 2,443.00	\$ 3,700.00	\$ 5,500.00	

Opened and tabulated by: Diana M. Fye, CPPB, FCPA, Purchasing Manager
 Witnessed by: David Battaglia, Purchasing Agent





CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2016, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **STUART LYONS ROOFING, INC.**, a Florida corporation whose principal address is 2393 Bellevue Avenue Ext., Daytona Beach, Florida 32114 ("Contractor"). (The City and Contractor are collectively referred to herein as the "Parties.")

1. Provision of Services

- (a) The Contractor hereby agrees to provide the City of Port Orange with Roof Replacement Services to the Parks Building and the Shingle Roof over the Generator located at 5839 Trailwood Drive, as more specifically described in Stuart Lyons Roofing, Inc. Total Base Bid and Alternate No. 1, and City Bid No. 16-10 and Addendums No. 1 and No. 2, attached hereto as Exhibit "1."
- (b) The time, manner and place for performance of such services shall be:

Term: The term of this Contract shall commence on the last date the Contract is signed by the Parties and the work shall be substantially completed within 90 calendar days of the written purchase order with final completion 30 days thereafter (the "Term").

Manner and Place: As outlined in Exhibit "1," 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(s), signed by an authorized agent of the City of Port Orange.

Time and Essence: Contractor acknowledges that time is of the essence for Purchase Order(s) issued hereunder.

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

2. City Obligations. In return for the services identified above, the City agrees to compensate the Contractor at the prices set forth in Exhibit "1," Seventy-One Thousand Six Hundred Eighty-Nine and 00/100 Dollars (\$71,689.00) for specified repairs and Seven Thousand One Hundred Sixty-Nine 00/100 Dollars (\$7,169.00) unforeseen conditions for a total amount subject to a limit up to but not to exceed Seventy-Eight Thousand Eight Hundred Fifty-Eight and 00/100 Dollars (\$78,858.00) during the term of this Contract. The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. All payments

shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. Contract Documents The following forms are attached as Exhibit "2" and must be completed, signed, witnessed and notarized as indicated, and returned to the City prior to the commencement of any services by Contractor under this Contract:

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

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

5. Contract Administration. The Parks and Recreation Director, Susan Lovallo, shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

6. Termination for Convenience of the City

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

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

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

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

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

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

(f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Finance Director shall pay the Contractor the amounts determined as

follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

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

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 20 of this contract concerning disputes.

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

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

9. Examination of Records

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

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

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

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

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term.

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

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

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

11. Termination for Non-Appropriation of Funds

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

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

12. Insurance. Contractor shall maintain insurance during the life of this Contract. Contractor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the bidder's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. Contractor shall not commence work under this Agreement until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Contractor shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

The City reserves the right to increase insurance coverage as determined for higher risk contracts and shall reimburse the Contractor for the reasonable additional costs of increased coverage.

Insurance	Standards	Comments
Workers' Compensation <u>Limits:</u> <u>Additional Coverage:</u>	Coverage A - Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
Comprehensive General Liability (including Completed Operations and Contractual Liability) <u>Limits:</u>	Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000 Aggregate	When the Contractor work on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
Comprehensive Business, Automobile Liability to include all automobiles. <u>Limits:</u> <u>Additional Coverage:</u>	Auto Liability Bodily Injury: \$100,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence. Non-Owned, Hired Car	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
Property Insurance Builders Risk. <u>Limits:</u> <u>Additional Coverage:</u>	Buildings - Completed value of contract. "All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
Professional Liability (Errors & Omissions) <u>Limits:</u>	Coverage \$1,000,000 minimum	

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

14. Modifications or Changes to this Contract

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

(b) If any change under this clause causes an increase or decrease in Contractor's cost of, or time required for the performance of the work hereunder, Contractor shall receive an equitable adjustment in accordance

with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

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

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

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

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

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

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

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

19. **Inspection**

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

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such

supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

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

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

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

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

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

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

22. Disputes. The Finance Director, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Contract in the first instance. The decision shall be final and binding unless, within thirty-(30) days from the date of such decision, Contractor mails or otherwise furnishes to the Finance Director a written appeal addressed to the City Manager. The decision by the City Manager shall be final and binding unless, within ten (10) days from the date of receipt of the decision of the City Manager, appeal is made to the City Council. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence. Pending a final determination of a properly

appealed decision of the Finance Director, Contractor shall proceed diligently with the performance of this Contract in accordance with that decision.

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

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

25. Additional Provisions. As may have been outlined in BID No. 16-10, written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work.

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

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

City:	City of Port Orange Attention: City Manager 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5501
Copy to:	City of Port Orange Attention: Susan Lovallo, Parks and Recreation Director 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5852
Contractor:	Stuart Lyons Roofing, Inc. Attention: Stuart A. Lyons, President 2393 Bellevue Avenue Ext. Daytona Beach, Florida 32114 (386) 257-1007 – business (386) 257-9040 – facsimile lyonsroofing@hotmail.com

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties

may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

28. Contract Construction

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

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

[Remainder of this page intentionally left blank]

Witnesses:

STUART LYONS ROOFING, INC.

By: _____

Stuart A. Lyons, President

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

Printed Name: _____

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Stuart A. Lyons, as President of Stuart A. Lyons, Inc., a Florida corporation, and who:

[Notary: Please select one]

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

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____ By: _____
Allen Green, Mayor

Printed Name: _____ Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

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

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:

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

Printed Name: _____ Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

[CA 5192]

SECTION 00100

TOTAL BASE BID

BID #16-10: Roof Replacement Services

**Re-Roof Three (3) Structures: Parks Building, Spruce Creek and Willow Run
Recreational Facilities.**

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal, as principal or principals, is or are named herein and that no other persons than herein mentioned has any interest in the Proposal or the Contract to which the work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties making a bid or proposal and that the Proposal is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and that from personal knowledge and experience, or that he/she has made sufficient other investigations to fully satisfy self that such site is a correct and suitable one for this work and he/she assumes full responsibility therefore; that he/she is familiar with all legal requirements (Federal, State and local laws, ordinances, rules and regulations) pertaining to the Work; that he/she has examined the Drawings And Specifications for the work and from his/her own experience or from professional advice that the specifications are sufficient for the work to be done and he/she has examined the other contract documents and all addenda relating thereto, and that he/she has satisfied himself/herself fully, relative to all matters and conditions with respect to the work to which this Proposal pertains.

The Bidder proposes and agrees, if this Proposal is accepted, to contract with the City of Port Orange, (Owner) in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, transportation, and labor and to perform all work necessary to complete the Work specified in the Proposal and other Contract Documents.

The undersigned offers to furnish all materials, equipment and labor for the provision of Re-roof of three (3) structures: Parks Building, Spruce Creek and Willow Run Recreational Facilities for the City of Port Orange, Florida, complete in every respect in strict accordance with the specifications and any future changes therein. The Contractor shall perform these obligations for the prices listed attached and made a part of this Bid.

I. TOTAL BASE BID COST FOR RE-ROOFING THE PARKS BUILDING:

Sixty Nine Thousand Two Hundred and Forty Six Dollars and 00/100
(In Words)

TOTAL BASE BID COST FOR RE-ROOFING THE PARKS BUILDING:

\$69,246.00
(In Figures)

II. TOTAL BASE BID COST FOR RE-ROOFING THE SPRUCE CREEK RECREATIONAL

FACILITY: Forty Six Thousand One Hundred Thirty Dollars and 00/100th
(In Words)

TOTAL BASE BID COST FOR RE-ROOFING THE SPRUCE CREEK RECREATIONAL

FACILITY: \$46,130.00

((In Figures))

III. TOTAL BASE BID COST FOR RE-ROOFING THE WILLOW RUN RECREATIONAL FACILITY:

Twenty Six Thousand Two Hundred Fifteen Dollars and 00/100ths
(In Words)

TOTAL BASE BID COST FOR RE-ROOFING THE WILLOW RUN RECREATIONAL FACILITY:

\$ 26,215.00
(In Figures)

ALTERNATE #1: TOTAL COST TO RE-ROOF THE SHINGLE ROOF (OVER THE GENERATOR)

Two Thousand Four Hundred Forty Three Dollars and 00/100ths
(In Words)

ALTERNATE #1: TOTAL COST TO RE-ROOF THE SHINGLE ROOF (OVER THE GENERATOR)

\$ 2,443.00
(In Figures)

All bid prices shall be written in ink, in both words and numerals, in the blank spaces for each item, with the amounts extended if a unit price bid and all amounts totaled. In the event of any discrepancy between the written amounts and the numerals, the written amounts shall govern and will be considered as the price bid.

Company Name: Stuart Lyons Roofing, Inc.

Contact Person / Title: Stuart A. Lyons / President

Mailing Address: 2393 Bellevue Avenue Ext. State: FL Zip: 32114

Phone: (386) 257-1007 Fax: (386) 257-7040 E-Mail: lyonsroofing@hotmail.com

Signature:  Submitted on: March 12, 2016.

SECTION 00090

SPECIFICATIONS

PARKS BUILDING: 5839 TRAILWOOD DR.

SPECIFICATIONS

SCOPE OF WORK: Re-Roofing of the Parks Building at 5839 Trailwood Drive.

PARKS BUILDING

T.P.O. ROOF SYSTEM

Additional T.P.O. Manufacturers

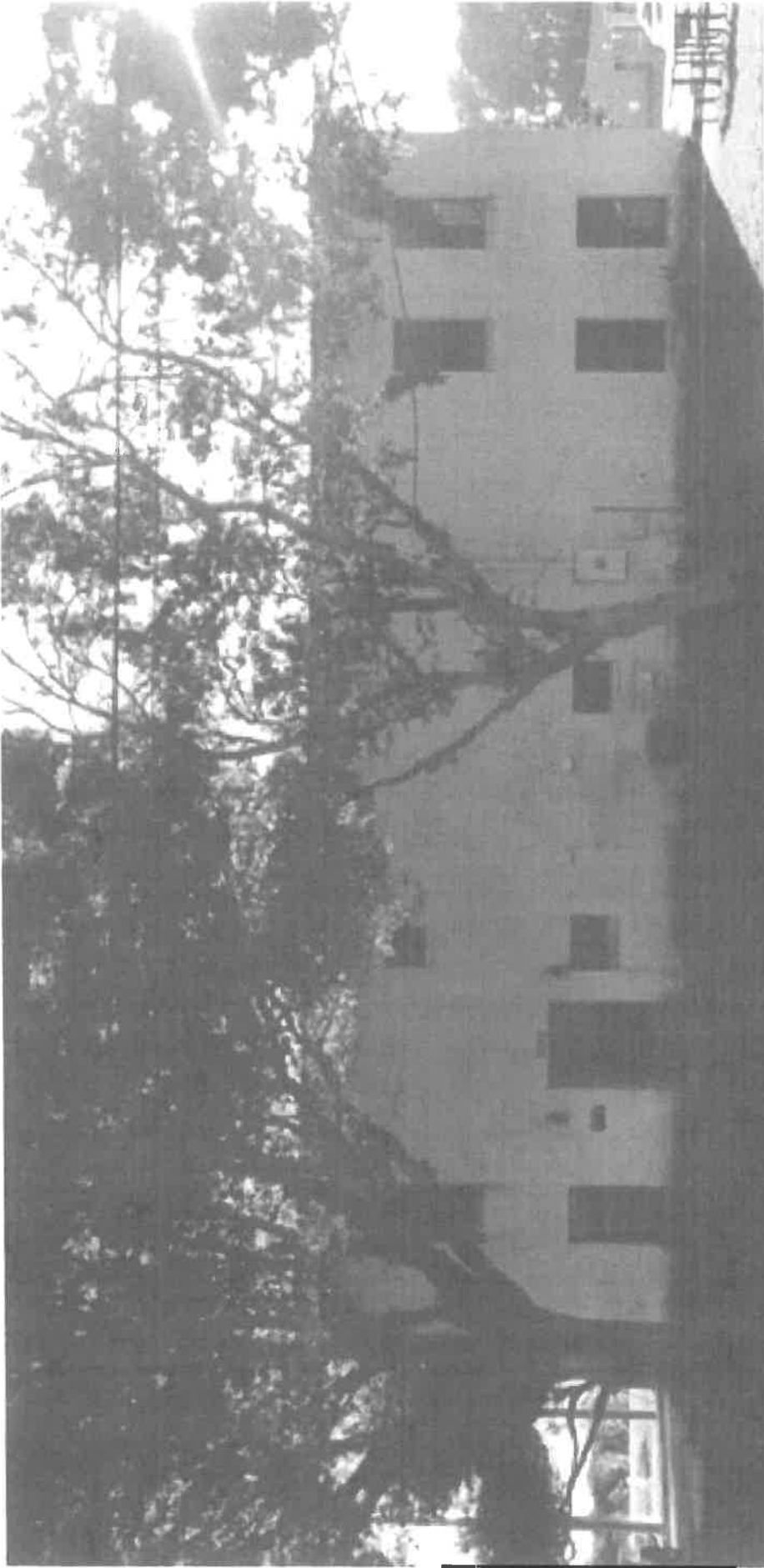
Carlisle

John Manville

Firestone

Submittals required: Manufacturers Qualifications: Provide a roofing system that meets or exceeds all criteria listed in the G.A.F. Specification #07540, pages #1-12. Provide any/all submittal data, testing reports, product data, shop drawings, certifications, installer qualifications, 20 year guarantee single-source coverage, inspections, product approvals, accessories (including curb and penetration), and other information required or requested by the City.

- 1) Furnish all labor, equipment, materials and supervision to remove the existing tar and gravel roof, and replace the roof, per the attached specifications.
- 2) The roofing contractor will include costs for the procurement and payment for all permits in the bid.
- 3) All debris generated by the roofing contractor will be hauled offsite to a licensed landfill and disposed of, in accordance with all laws and regulations at the roofers' expense.
- 4) Debris is to be removed on a daily basis, to include the use of a rolling magnet (or similar method), to insure that all nails and metal debris are removed from the ground daily.



PARKS BUILDING.
5839 TRAILWOOD DR.
WEST ELEVATION.

EXHIBIT "1"

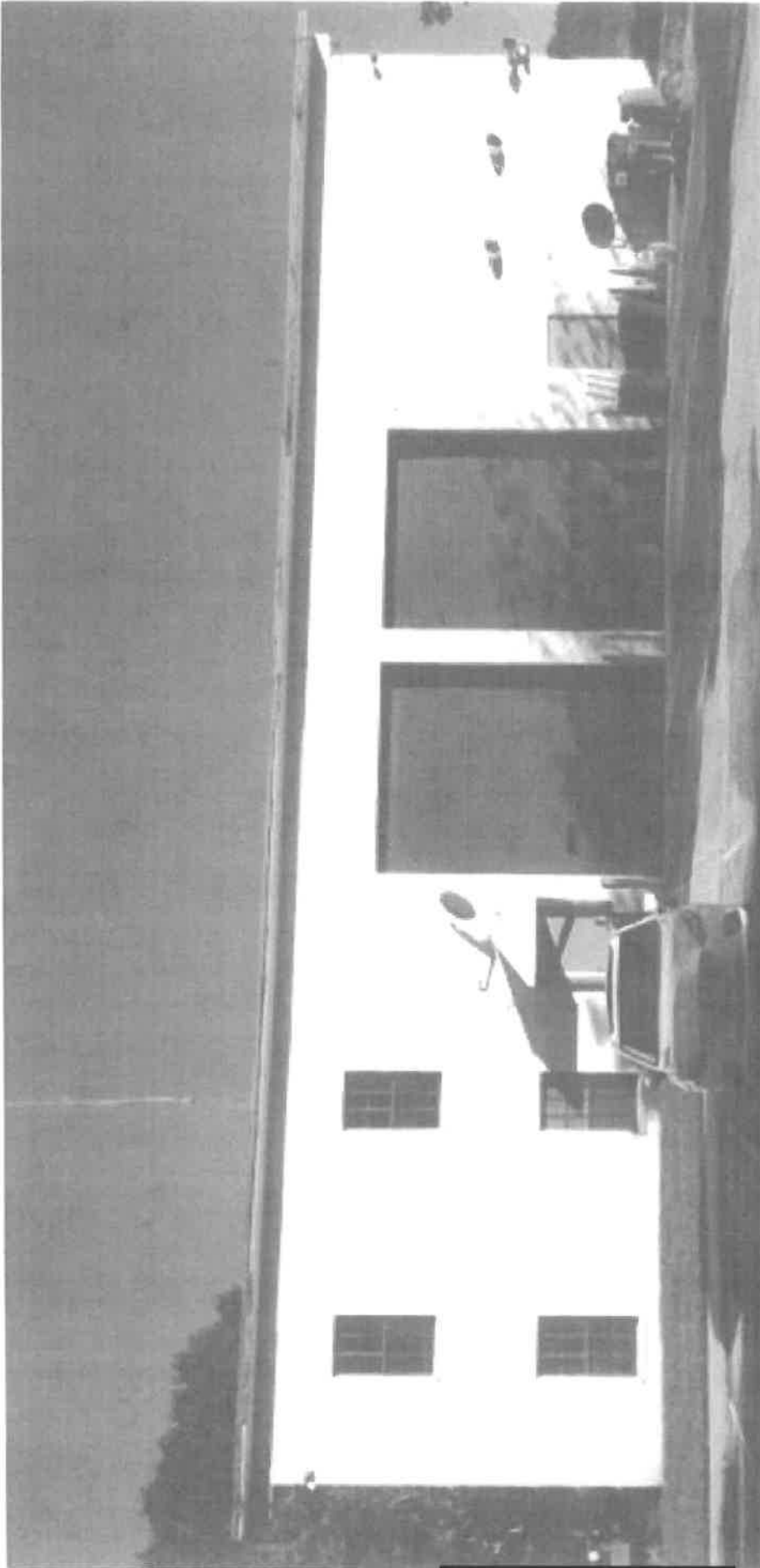


EXHIBIT "1"

PARKS BUILDING.
5839 TRAILWOOD DR.

NORTH ELEVATION.

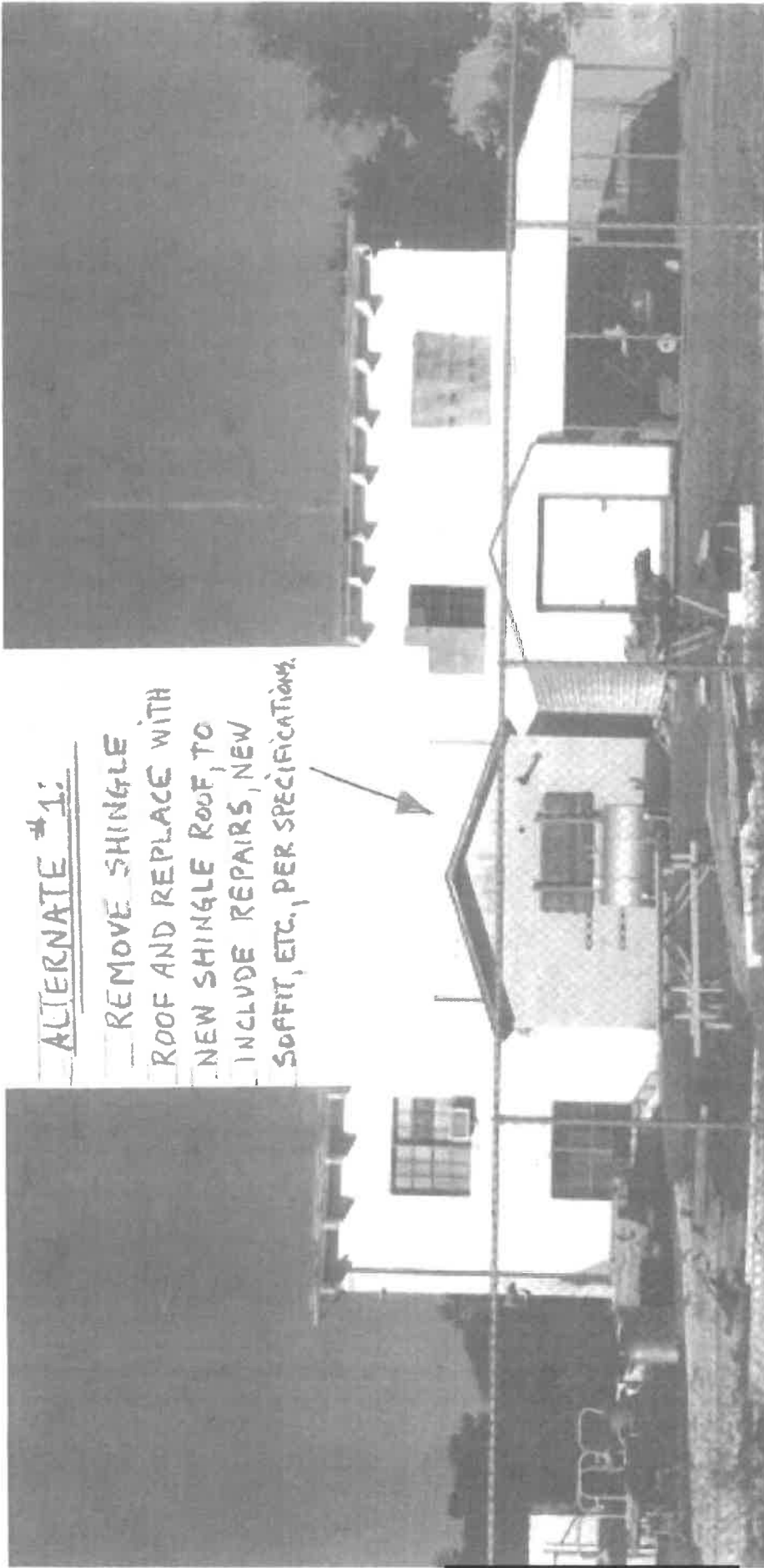


EXHIBIT "1"

PARKS BUILDING.

5859 TRAILWOOD DR.

EAST ELEVATION.

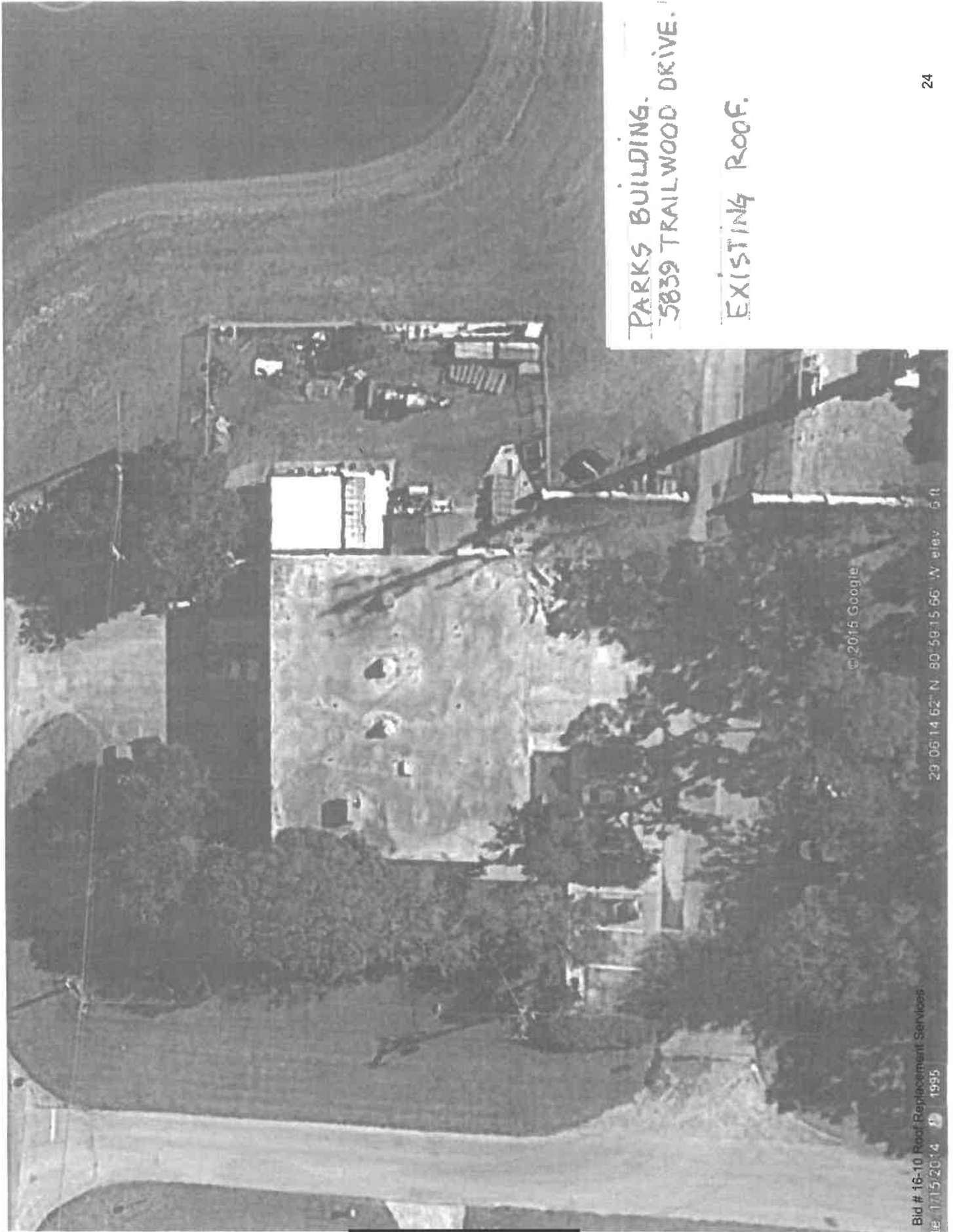


EXHIBIT "1"



PARKS BUILDING:
EXISTING TAK/CLAYTON ROOF,
TO BE REPLACED W/ T.P.O.
ROOF SYSTEM.

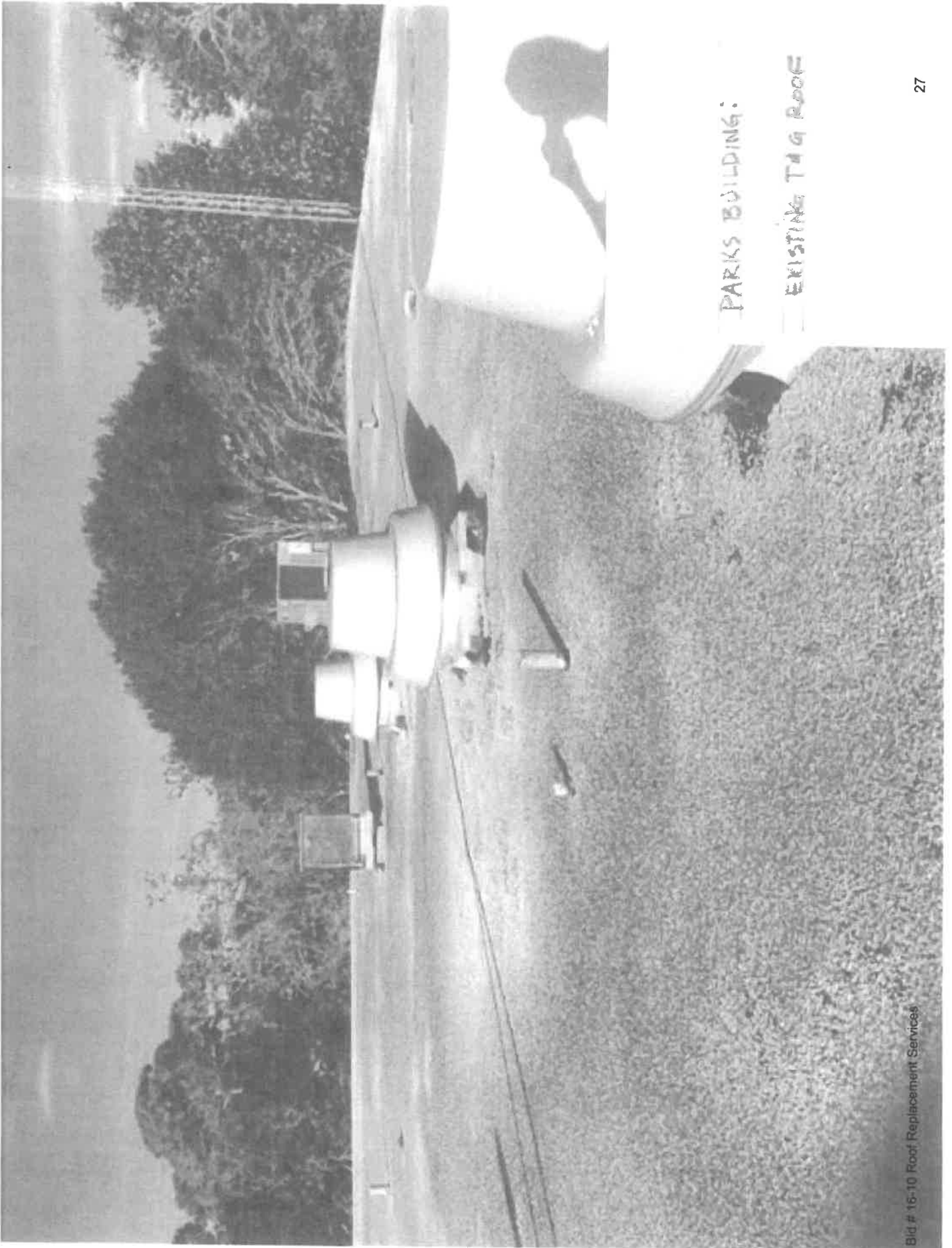


PARKS BUILDING:

PHOTOGRAPH OF ROOF
ACCESS DOOR, INITIAL
WALK PADS(S) FROM ACCESS
DOOR TO AND AROUND A/C.

Bld # 16-10 Roof Replacement Services

EXHIBIT "1"



PARKS BUILDING:

EXISTING TAG ROOF

EXHIBIT "1"

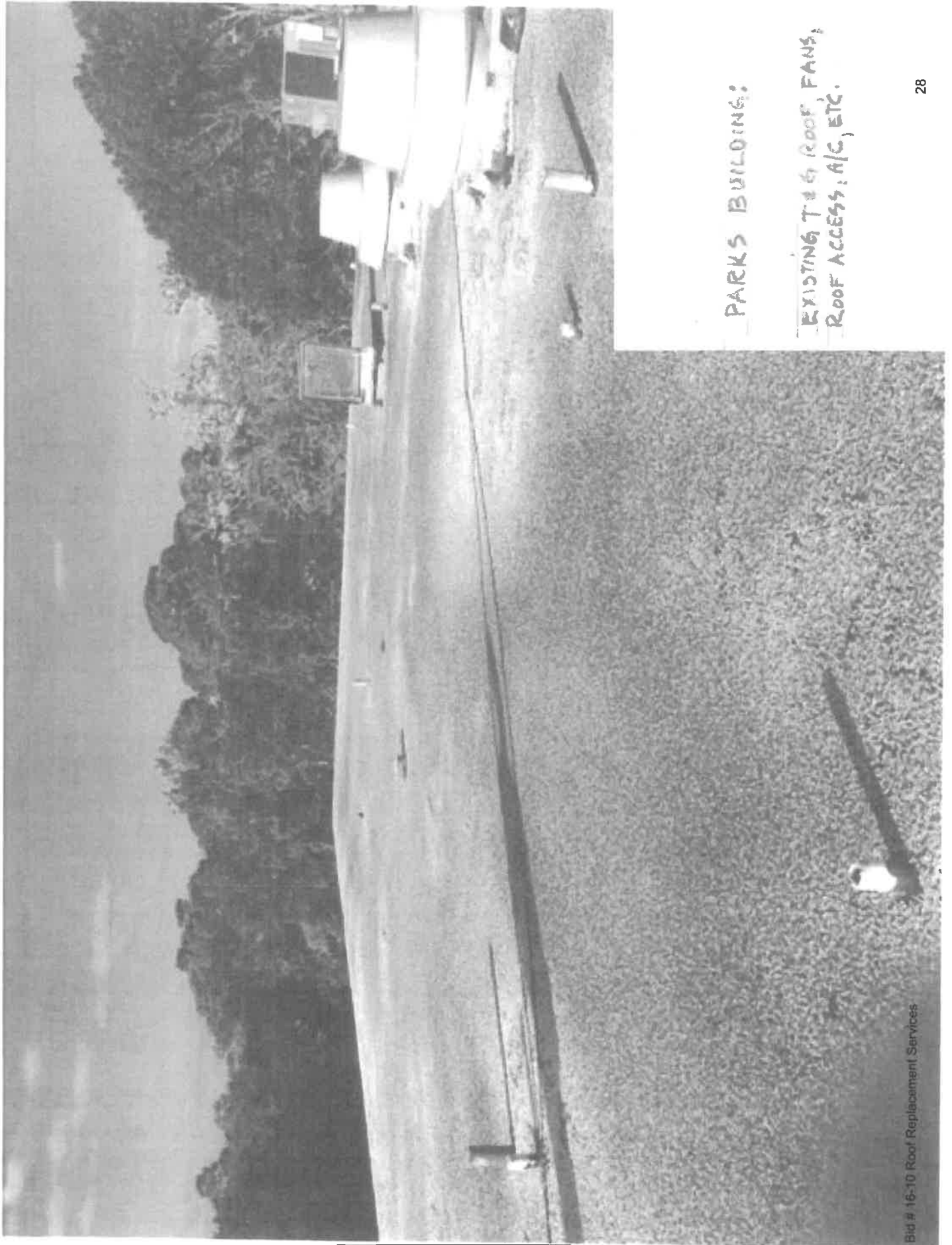


EXHIBIT "1"

PARKS BUILDING:

EXISTING T&G ROOF, FANS,
ROOF ACCESS, A/C, ETC.

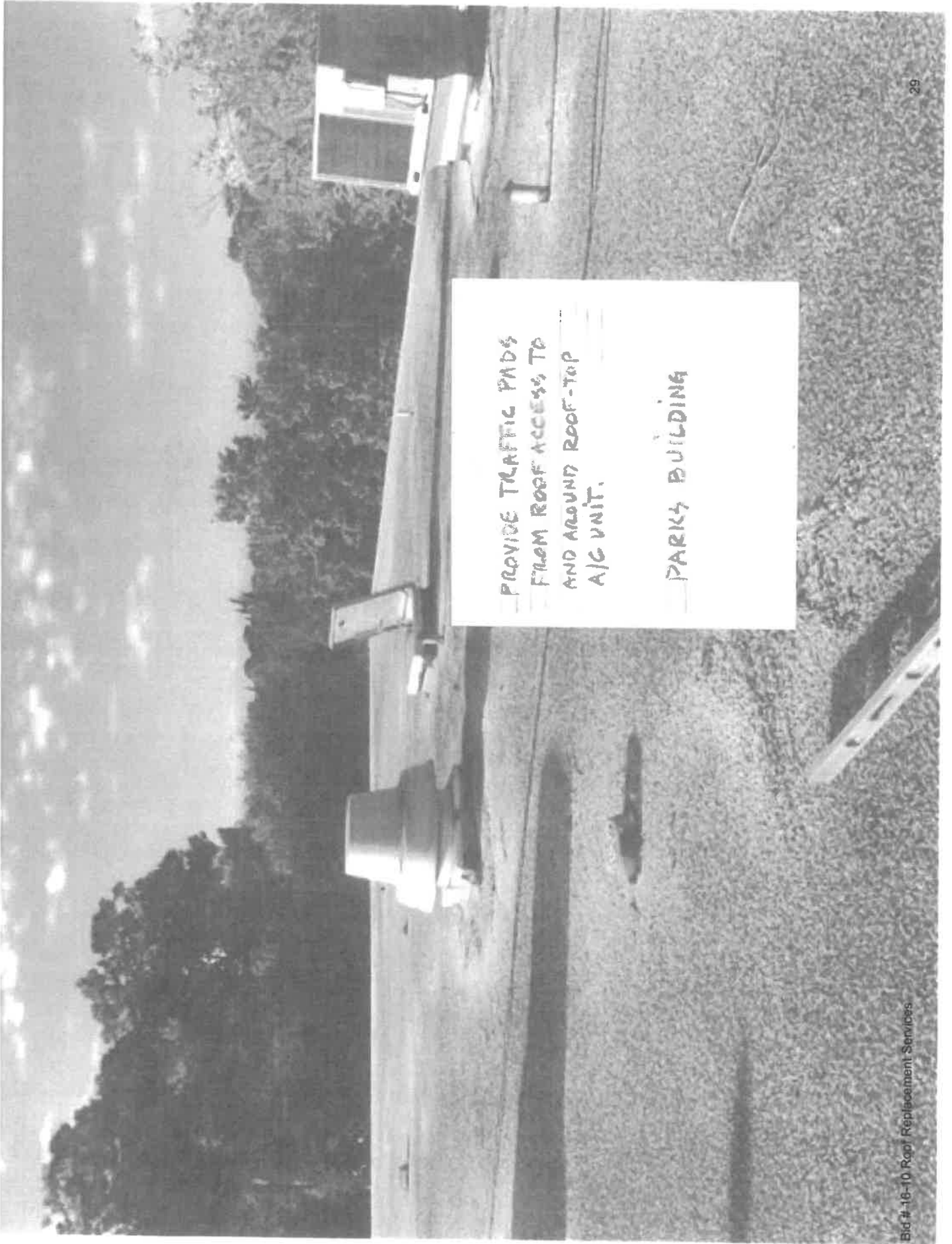


EXHIBIT "1"



SECTION 07540

THERMOPLASTIC SINGLE-PLY ROOFING

City of Port Orange Parks Department

PREPARED BY:

GAF® Architectural Information Services

PROJECT NO: E-17504

Note: GAF does not practice architecture or engineering. This Design Line is provided as a guide specification and is based on criteria provided to GAF. GAF has not observed the jobsite conditions, contract specifications, or other documents and shall not be construed in any manner to be the designer of record.

**GAF EVERGUARD® TPO DESIGN LINE
GUIDE SPECIFICATION**

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes
 - 1. Thermoplastic Polyolefin Single-Ply Roofing Membrane
 - 2. Insulation
- B. Related Sections
 - 1. Section 06100: Rough Carpentry
 - 2. Section 07620: Sheet Metal Flashing and Trim
 - 3. Section 15430: Plumbing Specialties

1.02 REFERENCES

- A. Factory Mutual (FM Global) - *Approval Guide*
- B. Underwriters Laboratories (UL) - *Roofing Systems and Materials Guide* (TGFU R1306)
- C. American Society for Testing and Materials (ASTM) - *Annual Book of ASTM Standards*
- D. Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA) - *Architectural Sheet Metal Manual*
- E. National Roofing Contractors Association (NRCA)
- F. American Society of Civil Engineers (ASCE)
- G. U.S. Green Building Council (USGBC)

1.03 DEFINITIONS

- A. Roofing Terminology: Refer to ASTM D1079 and the glossary of the National Roofing Contractors Association (NRCA) *Roofing and Waterproofing Manual* for definitions of roofing terms related to this section.

1.04 SUBMITTALS

- A. Product Data: Provide product data sheets for each type of product indicated in this section.

- B. Shop Drawings: Provide manufacturers standard details and approved shop drawings for the roof system specified.
- C. Samples: Provide samples of insulations, fasteners, membrane materials and accessories for verification of quality.
- D. Certificates: Installer shall provide written documentation from the manufacturer of their authorization to install the roof system, and eligibility to obtain the warranty specified in this section.

1.05 QUALITY ASSURANCE

- A. Manufacturer's Qualifications: GAF shall provide a roofing system that meets or exceeds all criteria listed in this section.
- B. Installer's Qualifications:
 - 1. Installer shall be classified as a **Master or Master Select™** contractor as defined and certified by GAF.
- C. Source Limitations: All components listed in this section shall be provided by a single manufacturer or approved by the primary roofing manufacturer.
- D. Final Inspection
Manufacturer's representative shall provide a comprehensive final inspection after completion of the roof system. All application errors must be addressed and final punch list completed.

1.06 PRE-INSTALLATION CONFERENCE

- A. Prior to scheduled commencement of the roofing installation and associated work, conduct a meeting at the project site with the installer, architect, owner, GAF representative and any other persons directly involved with the performance of the work. The installer shall record conference discussions to include decisions and agreements reached (or disagreements), and furnish copies of recorded discussions to each attending party. The main purpose of this meeting is to review foreseeable methods and procedures related to roofing work.

1.07 PERFORMANCE REQUIREMENTS

- A. Provide an installed roofing membrane and base flashing system that does not permit the passage of water, and will withstand the design pressures calculated in accordance with the most current revision of ASCE 7.
- B. GAF shall provide all primary roofing materials that are physically and chemically compatible when installed in accordance with manufacturers current application requirements.

1.08 REGULATORY REQUIREMENTS

- A. All work shall be performed in a safe, professional manner, conforming to all federal, state and local codes.

1.09 DELIVERY, STORAGE AND HANDLING

- A. Deliver all roofing materials to the site in original containers, with factory seals intact. All products are to carry either a GAF® or BMCA® label.
- B. Store all pail goods in their original undamaged containers in a clean, dry location within their specified temperature range.
- C. Do not expose materials to moisture in any form before, during, or after delivery to the site. Reject delivery of materials that show evidence of contact with moisture.
- D. Remove manufacturer supplied plastic covers from materials provided with such. Use “breathable” type covers such as canvas tarpaulins to allow venting and protection from weather and moisture. Cover and protect materials at the end of each work day. Do not remove any protective tarpaulins until immediately before the material will be installed.
- E. Materials shall be stored above 55°F (12.6°C) a minimum of 24 hours prior to application.

1.10 PROJECT CONDITIONS

- A. Weather
 - 1. Proceed with roofing only when existing and forecasted weather conditions permit.
 - 2. Ambient temperatures must be above 45°F (7.2°C) when applying hot asphalt or water based adhesives.

1.11 WARRANTY

- A. Provide Manufacturers standard EverGuard® Diamond Pledge™ Guarantee with single source coverage and no monetary limitation where the manufacturer agrees to repair or replace components in the roofing system, which cause a leak due to a failure in materials or workmanship.
 - 1. Duration: Twenty (20) years from the date of completion.

*Materials and workmanship of listed products within this section when installed in accordance with current GAF application and specification requirements. Contact GAF Contractor Services for the full terms and conditions of the guarantee.

- B. EverGuard® TPO Reflectivity Limited Warranty: GAF warrants to the original building owner, that the EverGuard® TPO white roof membrane will meet or exceed the initial and “aged” ENERGY STAR® reflectivity requirements for low slope roofing membranes (65% initial, 50% aged) when installed and maintained in accordance with GAF’s requirements. The aged reflectivity shall meet or exceed these requirements

when measured after cleaning the membrane in accordance with GAF recommendations.

PART 2 PRODUCTS

2.01 ACCEPTABLE MANUFACTURER

- A. GAF® - 1 Campus Drive, Parsippany, NJ 07054

2.02 INSULATION

- A. Rigid polyisocyanurate board, with a strong white or black fibrous glass facer conforming to or exceeding the requirements of ASTM C 1289 / FS HH-I-1972. **EnergyGuard™ Tapered Polyiso**, with the following characteristics:
 - 1. Board Thickness: 1/8" tapered
 - 2. Thermal Resistance (LTTR value) of: varies

2.03 MEMBRANE MATERIALS

- A. A smooth type, polyester scrim reinforced thermoplastic polyolefin membrane with a nominal 0.060 inch (60 mil) thickness, for use as a single ply roofing membrane. Meets or exceeds the minimum requirements of ASTM D-6878. UL Listed, FM Approved, Dade County Product Approval, Florida Building Code Approved. White membrane is Energy Star Listed, CRRC Listed and Title 24 Compliant. Each full roll contains approximately 1000 sq.ft. of roofing material, 10' X 100', weighing 322 lbs. Each half sheet roll contains approximately 500 sq.ft. of roofing material, 5' X 100', weighing 162 lbs. **EverGuard® TPO 60 mil** thermoplastic single-ply roofing membrane by GAF.

2.04 FLASHING MATERIALS

- A. A smooth type, polyester scrim reinforced thermoplastic polyolefin membrane with a nominal 0.060 inch (60 mil) thickness, for use as a single ply roofing membrane. Meets or exceeds the minimum requirements of ASTM D-6878. UL Listed, FM Approved, Dade County Product Approval, Florida Building Code Approved. White membrane is Energy Star Listed, CRRC Listed and Title 24 Compliant. Each full roll contains approximately 1000 sq.ft. of roofing material, 10' X 100', weighing 322 lbs. Each half sheet roll contains approximately 500 sq.ft. of roofing material, 5' X 100', weighing 162 lbs. **EverGuard® TPO 60 mil** thermoplastic single-ply roofing membrane by GAF.

2.05 ADHESIVES, SEALANTS and PRIMERS

- A. Solvent-based Bonding Adhesive: Solvent based rubberized adhesive for use with EverGuard TPO membranes, **EverGuard® 1121 Bonding Adhesive**, by GAF.
- B. Solvent based liquid, required to protect field cut edges of EverGuard TPO membranes. Applied directly from a squeeze bottle, **EverGuard® TPO Cut Edge Sealant**, by GAF.

- C. Solvent based primer for preparing surfaces to receive butyl based adhesive tapes, **EverGuard® Primer**, by GAF.
- D. Solvent based seam cleaner used to clean exposed or contaminated seam prior to heat welding, **EverGuard® TPO Seam Cleaner**, by GAF.
- E. Solvent based, trowel grade synthetic elastomeric sealant. Durable and UV resistant suitable for use where caulk is typically used. Available in 10 oz. tubes, **FlexSeal™ Caulk Grade** by GAF.
- F. Commercial grade roofing sealant suitable for sealing the upper lip of exposed termination bars and penetrations and around clamping rings and comes with a 20 yr ltd warranty against leaks caused by manufacturing defects. Meets the performance criteria of ASTM D412, ASTM D2196, ASTM D1475 and ASTM D1644, **FlexSeal™ Roof Sealant**, by GAF.
- G. Low VOC solvent based primer for preparing surfaces to receive butyl based adhesive tapes, **EverGuard® TPO Low VOC Primer**, by GAF.
- H. Low VOC TPO cleaner designed to clean exposed or contaminated seams prior to heat welding to remove any residual soap or revitalize aged membranes. Contains only 50 grams per liter of Volatile Organic Content and has been formulated using a blend of primarily VOC-exempt ingredients to be in compliance with air quality regulations for single ply roofing products. **EverGuard® CleanWeld® Low VOC Cleaner/Conditioner** by GAF®.
- I. One part butyl based high viscosity sealant suitable for sealing between flashing membrane and substrate surface behind exposed termination bars and for sealing between roofing membrane and drain flange. **EverGuard® Water Block**, by GAF.
- J. 100% solids epoxy based two-part sealant suitable for filling sealant pans at irregularly-shaped penetrations. Epoxy is part A. Polyamide is part B. **EverGuard® 2-Part Pourable Sealant**, by GAF.
- K. One-part, moisture-cure, self-leveling sealant designed for use in pitch pans on single ply roof systems. **EverGuard® One-Part Pourable Sealant**.
- L. Insulation Adhesive: **Oly-Bond 500™** distributed by GAF®

2.06 ACCESSORIES

A. FLASHING ACCESSORIES

- 1. A smooth type, unreinforced thermoplastic polyolefin based membrane for use as an alternative flashing/reinforcing material for penetrations and corners. Required whenever preformed vent boots cannot be used, 0.055 inches (55 mils) nominal

thickness and sheet size: 24in x 50ft. **EverGuard® TPO Detailing Membrane**, by GAF.

2. An 8 inch (20 cm) wide smooth type, polyester scrim reinforced thermoplastic polyolefin membrane strip for use as a cover strip over coated metal and stripping-in coated metal flanges and general repairs: 0.045 inches (45 mils) nominal thickness with 100 foot length, available in White, **EverGuard® TPO Flashing Membrane**, by GAF.
3. Extruded aluminum termination bar with angled lip caulk receiver and lower leg bulb stiffener. Pre-punched slotted holes at 6" on center or 8" on center. ¾" x 10' with 0.090" cross section, **EverGuard® Lip Termination Bar**, by GAF.
4. A 6 inch (14 cm) wide, smooth type, heat-weldable polyester scrim reinforced thermoplastic polyolefin membrane strip. Designed for use as a cover strip over non-coated metal edges and flanges. Each full roll contains approximately 100 Lineal Ft. of material, 6" X 100'. **EverGuard® TPO Heat-Weld Cover Tape**, by GAF.
5. .045" reinforced TPO membrane with pressure sensitive adhesive, to be installed on horizontal surfaces using plates and fasteners as a base attachment in fully adhered systems. Size 6" x 100', **EverGuard® RTA (Roof Transition Anchor) Strip™**, by GAF
6. 24 gauge steel with 0.025" thick TPO based film as required for fabrication into metal gravel stop and drip edge profiles, metal base and curb flashings, sealant pans, and scupper sleeves. Standard sheet size 4' x 10', sheet weight 47 lbs. Custom sizes available, **EverGuard® TPO Coated Metal**, by GAF.

B. WALL & CURB ACCESSORIES

1. 55 mil TPO membrane and 24 gauge coated metal prefabricated into standard and custom size thru wall scuppers. Available in two sizes: 4" x 6" x 12" (l x w x d) with a 5.75" x 3.75" opening and 8" x 10" x 12" (l x w x d) with a 9.75" x 7.75" opening, **EverGuard® TPO Scupper**, by GAF
2. .045" thick reinforced TPO membrane fabricated corners. Available in four standard sizes to flash curbs. Four corners are required to flash the curb, **EverGuard® Corner Curb Wraps**, by GAF.
3. 0.045" thick molded TPO membrane outside corners of base and curb flashing. Hot-air welds directly to EverGuard TPO membrane. Size 4" x 4" with 6" flange, **EverGuard® TPO Universal Corners** by GAF.
4. 0.055" molded TPO membrane inside corners of base and curb flashing. Hot-air welds directly to Everguard TPO membrane. Size 6" x 6" x 5.5" high **EverGuard® TPO Preformed Corners** by GAF.

5. 8" diameter, nominal .050" vacuum formed unreinforced TPO membrane for use in flashing outside corners of base and curb flashings, **EverGuard® TPO Fluted Corner**, by GAF.

C. PENETRATION ACCESSORIES

1. 0.075" thick molded TPO membrane sized to accommodate most common pipe and conduits, (1" to 6" diameter pipes), including square tube. Hot-air welded directly to EverGuard TPO membrane, supplied with stainless steel clamping rings, **EverGuard® TPO Preformed Vent Boots** by GAF.
2. 0.045" thick molded TPO membrane preformed boots are split to accommodate most common pipes and conduits and available in three standard sizes, **EverGuard® TPO Split Pipe Boots**, by GAF.
3. 0.045" thick molded TPO membrane preformed square boots are split to accommodate most common square penetrations and conduits and available in three standard sizes, **EverGuard® TPO Square Tube Wraps**, by GAF.
4. .070 thick molded penetration pocket to provide structure and foundation for the application of a pourable sealant for a variety of roof penetrations , weldable and 9" x 6" x 4" (l x w x h) . **EverGuard® TPO Pourable Sealer Pocket**
5. .055" thick smooth type, unreinforced thermoplastic polyolefin membrane designed for use as a conforming membrane seal over T-joints in 60 and 80 mil membrane applications. **EverGuard® TPO Drain** by GAF
6. Aluminum drain unit coated with a weldable TPO compound. TPO membrane can be heat welded directly to the drain body, resulting in a strong, secure installation. Each drain is fitted with a BlueSeal® mechanical drain seal for a secure, tight seal into the building drain system. Available in two sizes (3" and 4"), and custom sizes are available. **Everguard® TPO Coated Metal Drain** by GAF®

D. FIELD OF ROOF ACCESSORIES

1. Pre-manufactured expansion joint covers used to bridge expansion joint openings in a roof structure. Fabricated to accommodate all roof to wall and roof to roof applications, made of .060" reinforced TPO membrane, available in 5 standard sizes for expansion joint openings up to 8" wide. **EverGuard® TPO Expansion Joint Covers**, by GAF
2. .055" thick smooth type, unreinforced thermoplastic polyolefin membrane designed for use as a conforming membrane seal over T-joints in 60 and 80 mil membrane applications. **EverGuard® T-Joint Patches**, by GAF.

3. 1/8" thick extruded and embossed TPO roll 34" x 50', heat welds directly to roofing membrane. Unique herringbone traction surface. Available in gray or yellow, **EverGuard® TPO Walkway Rolls, GAF.**

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that the surfaces and site conditions are ready to receive work.
- B. Verify that the deck is supported and secured.
- C. Verify that the deck is clean and smooth, free of depressions, waves, or projections, and properly sloped to drains, valleys, eaves, scuppers or gutters.
- D. Verify that the deck surfaces are dry and free of ice or snow.
- E. Verify that all roof openings or penetrations through the roof are solidly set, and that all flashings are tapered.

3.02 SUBSTRATE PREPARATION

- A. Structural Concrete Deck
 1. Minimum deck thickness for structural concrete is 4" (10.2 cm).
 2. Only poured in place concrete decks that provide bottom side drying are acceptable. Decks that are installed over non-vented metal decks or pans that remain in place may trap moisture in the deck beneath the roof system and are not acceptable.
 3. The roof deck shall be properly cured prior to application of the roofing system; twenty-eight (28) days is normally required for proper curing. Curing agents must be checked for compatibility with roofing materials. Prior to the installation of the roof assemblies, GAF recommends the evaluation of the surface moisture and deck's dryness through the use of ASTM D-4263 or hot bitumen test.
 4. The deck must be smooth, level and cannot be wet or frozen. If deck is determined to be wet, it must be allowed to dry.
 5. Treat cracks greater than 1/8" (3 mm) in width in accordance with the deck manufacturer's recommendations.
 6. Sumps for the roof drains shall be provided in the casting of the deck.
 7. When insulation or roofing is to be adhered with hot asphalt, prime the deck with asphalt/concrete primer, ASTM D 41 at the rate of one gallon per 100 square feet (0.4 L/m²). Allow the primer to dry prior to the application of the roofing system.
 8. In all retrofit roof applications, it is required that deck be inspected for defects. Any defects are to be corrected per the deck manufacturer's recommendations prior to the new roof application.
 9. Insulation stops shall be installed every 8'.

3.03 INSTALLATION - GENERAL

- A. Install GAF's EverGuard® TPO roofing system according to all current application requirements in addition to those listed in this section.
- B. GAF EverGuard® TPO Specification #: TFATI60
- C. Start the application of membrane plies at the low point of the roof or at the drains, so that the flow of water is over or parallel to, but never against the laps.

3.04 INSULATION - GENERAL

- A. Do not apply roof insulation or roofing until all other work trades have completed jobs that require them to traverse the deck on foot or with equipment. A vapor retarder coated lightly with asphalt may be applied to protect the inside of the structure prior to the insulation and final roofing installation. Before the application of the insulation, any damage or deterioration to the vapor retarder must be repaired.
- B. Do not install wet, damaged or warped insulation boards.
- C. Install insulation boards with staggered board joints in one direction (unless taping joint).
- D. Install insulation boards snug. Gaps between board joints must not exceed ¼" (6 mm). All gaps in excess of ¼" (6 mm) must be filled with like insulation material.
- E. Wood nailers must be 3-1/2" (8.9 cm) minimum width or 1" (25 mm) wider than metal flange. They shall be of equal thickness as the insulation, and be treated for rot resistance. All nailers must be securely fastened to the deck.
- F. Do not kick insulation boards into place.
- G. Miter and fill the edges of the insulation boards at ridges, valleys and other changes in plane to prevent open joints or irregular surfaces. Avoid breaking or crushing of the insulation at the corners.
- H. Insulation should not be installed over new lightweight insulating concrete.
- I. Roof tape, if required over insulation joints, must be laid evenly, smoothly and embedded in a uniform coating of hot steep asphalt with 4" (10.2 cm) end laps. Care must be taken to assure smooth application of tape, and full embedment of the tape in the asphalt.
- J. Do not install any more insulation than will be completely waterproofed each day.

3.05 INSULATION

- A. The substrate must be free of and debris, dust, dirt, oil, grease, and standing water before applying the adhesive.

- B. OlyBond 500 must be applied using the specially designed PaceCart dispenser. OlyBond 500 SpotShot shall be applied using one of the specially designed dual cartridge dispensers.
- C. Install insulation layers applied with bands of Oly Bond 500 spaced 12" O.C. Approximate coverage rate is ½ to 1 gallon per 100 square feet, depending on the substrate. Allow the foam to rise ¾" to 1". Walk each board firmly into place. Stagger the joints of additional layers in relation to the insulation joints in the layer(s) below by a minimum of 6" (15.2 cm) to eliminate continuous vertical gaps.

3.06 MEMBRANE APPLICATION

- A. Fully Adhered:
 - 1. Place membrane so that wrinkles and buckles are not formed. Any wrinkles or buckles must be removed from the sheet prior to permanent attachment. Roof membrane shall be fully adhered immediately after it is rolled out, followed by welding to adjacent sheets.
 - 2. Overlap roof membrane a minimum of 3" (15 cm) for side laps and 3" (15 cm) for end laps.
 - 3. Install membrane so that the side laps run across the roof slope lapped towards drainage points.
 - 4. All exposed sheet corners shall be rounded a minimum of 1".
 - 5. Use full width rolls in the field and perimeter region of roof.
 - 6. Use appropriate bonding adhesive for substrate surface, applied with a solvent-resistant roller, brush or squeegee.
 - 7. Apply bonding adhesive at 0.8-1 gal/sq/surface. A greater quantity of bonding adhesive may be required based upon the substrate surface condition.
 - 8. Prevent seam contamination by keeping the adhesive application a few inches back from the seam area.
 - 9. Adhere approximately one half of the membrane sheet at a time. One half of the sheet's length shall be folded back in turn to allow for adhesive application. Lay membrane into adhesive once the bonding adhesive is tacky to the touch.
 - 10. Roll membrane with a weighted roller to ensure complete bonding between adhesive and membrane.
 - 11. Membrane laps shall be heat-welded together. All welds shall be continuous, without voids or partial welds. Welds shall be free of burns and scorch marks.
 - 12. Weld shall be a minimum of 1-1/2" in width for automatic machine welding and a minimum 2" in width for hand welding.
 - 13. All cut edges of reinforced membrane must be sealed with EverGuard® TPO Cut Edge Sealant.
 - 14. Supplemental membrane attachment is required at the base of all walls and curbs, and where the angle of the substrate changes by more than five (5) degrees (1" in 12"). Roofing membrane shall be secured to the structural deck with appropriate Drill-Tec™ screws and plates spaced every 12" o.c. The screws and plates must be installed no less than ½" from the membrane edge. Alternatively, the roofing membrane may be turned up the vertical plane a minimum of 3" and secured with screws and termination bar Fastener spacing is the same as is used for in-lap attachment. The termination bar must be installed within 1-1/2" to 2" of the plane

of the roof membrane, with a minimum of 1" of membrane extending above the termination bar.

15. Supplemental membrane attachment to the structural deck is required at all penetrations unless the insulation substrate is fully adhered to the deck. Roofing membrane shall be secured to the deck with appropriate Drill-Tec™ screws and plates.
16. Fasteners must be installed to achieve the proper embedment depth. Install fasteners without lean or tilt.
17. Install fasteners so that the plate or termination bar is drawn down tightly to the membrane surface. Properly installed fasteners will not allow the plate or termination bar to move (underdriving), but will not cause wrinkling of the membrane (overdriving).

3.07 FLASHINGS

A. General:

1. All penetrations must be at least 24" (61 cm) from curbs, walls, and edges to provide adequate space for proper flashing.
2. Flash all perimeter, curb, and penetration conditions with coated metal, membrane flashing, and flashing accessories as appropriate to the site condition.
3. All coated metal and membrane flashing corners shall be reinforced with preformed corners or non-reinforced membrane.
4. Hot-air weld all flashing membranes, accessories, and coated metal. A minimum 2" wide (hand welder) weld or minimum 1 - 1/2" automatic machine weld is required.
5. All cut edges of reinforced membrane must be sealed with EverGuard® TPO Cut Edge Sealant.
6. Consult the EverGuard® *Application and Specifications Manual* or GAF Contractor Services for more information on specific construction details, or those not addressed in this section.

B. Coated Metal Flashings:

1. Coated metal flashings shall be formed in accordance with current EverGuard construction details and SMACNA guidelines.
2. Coated metal sections used for roof edging, base flashing and coping shall be butted together with a 1/4" gap to allow for expansion and contraction. Hot-air weld a 6" wide reinforced membrane flashing strip to both sides of the joint, with approximately 1" on either side of the joint left un-welded to allow for expansion and contraction. 2" wide aluminum tape can be installed over the joint as a bond-breaker, to prevent welding in this area.
3. Coated metal used for sealant pans, scupper inserts, corners of roof edging, base flashing and coping shall be overlapped or provided with separate metal pieces to create a continuous flange condition, and pop-riveted securely. Hot-air weld a 6" wide reinforced membrane flashing strip over all seams that will not be sealed during subsequent flashing installation.
4. Provide a 1/2" hem for all exposed metal edges to provide corrosion protection and edge reinforcement for improved durability.

5. Provide a ½" hem for all metal flange edges whenever possible to prevent wearing of the roofing and flashing membranes at the flange edge.
6. Coated metal flashings shall be nailed to treated wood nailers or otherwise mechanically attached to the roof deck, wall or curb substrates, in accordance with construction detail requirements.

C. Reinforced Membrane Flashings:

1. The thickness of the flashing membrane shall be the same as the thickness of the roofing membrane.
2. Membrane flashing may either be installed loose or fully adhered to the substrate surface in accordance with "Construction Detail Requirements".
3. Where flashings are to be fully adhered, apply bonding adhesive at a rate resulting in 60 square feet/gallon of finished roofing material for solvent-based bonding adhesives, and at a rate of 125 square feet/gallon of finished roofing material for water-borne bonding adhesive. Apply bonding adhesive to both the underside of the membrane and the substrate surface at 120 square feet per gallon (Solvent Based) and 250 square feet per gallon (Water Based). A greater quantity of bonding adhesive may be required based upon the substrate surface condition. The bonding adhesive must be allowed to dry until tacky to the touch before flashing membrane application.
4. Apply the adhesive only when outside temperature is above 40°F. Recommended minimum application temperature is 50°F to allow for easier adhesive application.
5. The membrane flashing shall be carefully positioned prior to application to avoid wrinkles and buckles.

D. Un-reinforced Membrane Flashings:

1. Un-reinforced membrane is used to field-fabricate penetration or reinforcement flashings in locations where preformed corners and pipe boots cannot be properly installed.
2. Penetration flashings constructed of un-reinforced membrane are typically installed in two sections, a horizontal piece that extends onto the roofing membrane and a vertical piece that extends up the penetration. The two pieces are overlapped and hot-air welded together.
3. The un-reinforced membrane flashing shall be adhered to the penetration surface. Apply bonding adhesive at a rate resulting in 60 square feet/gallon of finished roofing material for solvent-based bonding adhesives, and at a rate of 125 square feet/gallon of finished roofing material for water-borne bonding adhesive. Apply bonding adhesive to both the underside of the membrane and the substrate surface at 120 square feet per gallon (Solvent Based) and 250 square feet per gallon (Water Based). A greater quantity of bonding adhesive may be required based upon the substrate surface condition. The bonding adhesive must be allowed to dry until tacky to the touch before flashing membrane application.

E. Roof Edges:

1. Roof edge flashings are applicable for gravel stop and drip edge conditions as well as for exterior edges of parapet walls.
2. Flash roof edges with metal flanges nailed 4" O.C. to pressure-treated wood nailers. Where required, hot-air weld roof membrane to coated metal flanges.

3. When the fascia width exceeds 4", coated metal roof edging must be attached with a continuous cleat to secure the lower fascia edge. The cleat must be secured to the building no less than 12" O.C.
4. Alternatively, roof edges may be flashed with a 2-piece snap on fascia system, adhering the roof membrane to a metal cant and face nailing the membrane 8" on center prior to installing a snap-on fascia.
5. Flash roof edge scuppers with a coated metal insert that is mechanically attached to the roof edge and integrated as a part of the metal edging.

F. Parapet and Building Walls:

1. Flash walls with EverGuard TPO membrane adhered to the substrate with bonding adhesive, loose applied (Less than 24" in height) or with coated metal flashing nailed 4" on center to pressure-treated wood nailers.
2. Secure membrane flashing at the top edge with a termination bar. Water Block shall be applied between the wall surface and membrane flashing underneath all exposed termination bars. Exposed termination bars shall be mechanically fastened 8" on center; termination bars that are counter flashed shall be fastened 12" on center.
3. Roof membrane must be mechanically attached along the base of walls with screws and plates (deck securement) or screws and inverted termination bar (wall securement) at the following rate:

Fully / Self Adhered Systems

12" on center

4. All coated metal wall flashings and loose applied membrane flashings must be provided with separate metal counterflashings, or metal copings.
5. Metal counterflashings may be optional with fully adhered flashings depending on guarantee requirements. Exposed termination bars must be sealed with Flexseal® roofing cement or Flexseal® caulk grade.
6. Flash wall scuppers with a coated metal insert that is mechanically attached to the wall and integrated as part of the wall flashing.

G. Curbs and Ducts:

1. Flash curbs and ducts with EverGuard TPO membrane adhered to the curb substrate with bonding adhesive, loose applied (Less than 18" in height) or with coated metal flashing nailed 4" on center to pressure-treated wood nailers.
2. Secure membrane flashing at the top edge with a termination bar. Water Block shall be applied between the curb/duct surface and membrane flashing underneath all termination bars. Exposed termination bars shall be mechanically fastened every 8" o.c.; termination bars that are counter flashed shall be fastened 12" on center.
3. Roof membrane must be mechanically attached along the base of walls with screws and plates (deck securement) or screws and inverted termination bar (wall securement) at the following rate:

Fully / Self Adhered Systems

12" on center

4. All coated metal curb flashings and loose applied membrane flashings must be provided with separate metal counterflashings, or metal copings.

5. Metal counterflashings may be optional with fully adhered flashings depending on guarantee requirements. Exposed termination bars must be sealed with Flexseal® roofing cement or Flexseal® caulk grade.

H. Roof Drains:

1. Roof drains must be fitted with compression type clamping rings and strainer baskets. Original-type cast iron and aluminum drains, as well as retrofit-type cast iron, aluminum or molded plastic drains are acceptable.
2. Roof drains must be provided with a minimum 36" x 36" sump. Slope of tapered insulation within the sump shall not exceed 4" in 12".
3. Extend the roofing membrane over the drain opening. Locate the drain and cut a hole in the roofing membrane directly over the drain opening. Provide a ½" of membrane flap extending past the drain flange into the drain opening. Punch holes through the roofing membrane at drain bolt locations.
4. For cast iron and aluminum drains, the roofing membrane must be set in a full bed of water block on the drain flange prior to securement with the compression clamping ring. Typical water block application is one 10.5 ounce cartridge per drain.
5. Lap seams shall not be located within the sump area. Where lap seams will be located within the sump area, a separate roof membrane drain flashing a minimum of 12" larger than the sump area must be installed. The roof membrane shall be mechanically attached 12" on center around the drain with screws and plates. The separate roof drain flashing shall be heat welded to the roof membrane beyond the screws and plates, extended over the drain flange, and secured as above.
6. Tighten the drain compression ring in place.

3.08 TRAFFIC PROTECTION

- A. Install walkway rolls at all roof access locations and other designated locations including roof-mounted equipment work locations and areas of repeated rooftop traffic.
- B. Walkway pads must be spaced 2" apart to allow for drainage between the pads.
- C. Heat-weld walkway rolls to the roof membrane surface continuously around the perimeter of the roll.
- D. Walkway rolls may be installed with TPO primer and 3" seam tape.
 1. Roll or brush the TPO primer on the back of the TPO pad along the edges and down the middle length of the pad.
 2. Clean and prime the roof membrane where the pad will be installed.
 3. Install tape to the back of the cleaned area of the pad and roll in with a silicone hand roller.
 4. Remove release paper and install the tapes pads directly onto the roof membrane. Roll pads to secure in place

3.09 ROOF PROTECTION

- A. Protect all partially and fully completed roofing work from other trades until completion.
- B. Whenever possible, stage materials in such a manner that foot traffic is minimized over completed roof areas.
- C. When it is not possible to stage materials away from locations where partial or complete installation has taken place, temporary walkways and platforms shall be installed in order to protect all completed roof areas from traffic and point loading during the application process.
- D. Temporary tie-ins shall be installed at the end of each workday and removed prior to commencement of work the following day.

3.10 CLEAN-UP

- A. All work areas are to be kept clean, clear and free of debris at all times.
- B. Do not allow trash, waste, or debris to collect on the roof. These items shall be removed from the roof on a daily basis.
- C. All tools and unused materials must be collected at the end of each workday and stored properly off of the finished roof surface and protected from exposure to the elements.
- D. Dispose of or recycle all trash and excess material in a manner conforming to current EPA regulations and local laws.
- E. Properly clean the finished roof surface after completion, and make sure the drains and gutters are not clogged.
- F. Clean and restore all damaged surfaces to their original condition.

END OF SECTION

"SNAP-LOCK PANEL SYSTEM" .040" Aluminum x 18" wide panels

SECTION 07410

PREFORMED METAL STANDING SEAM ROOFING

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

1. This Section covers the, pre-finished, pre-fabricated Architectural standing seam roof system. All metal trim, accessories, fasteners, insulation, and sealants indicated on the drawings as part of this section.

2. Related Work Specified Elsewhere:

2.1 Roof Deck structural steel, Flat roof systems, perimeter edge systems.
Roof hatches, fire stopping not included in this section.

1.2 QUALITY ASSURANCE

1. Petersen Aluminum Corporation, Acworth, GA 800-272-4482 products establish a minimum of quality required.

2. Manufacturer and erector shall demonstrate experience, of a minimum of five (5) years in this type of project.

1.3 SUBSTITUTIONS

1. The material, products and equipment specified in this section establish a standard for required function, dimension, appearance and quality to be met by any proposed substitution.

1.4 ROOF SYSTEM PERFORMANCE TESTING

1. Water Penetration: When tested per ASTM E-283/1680 and ASTM E-331/1646
There shall be no uncontrolled water penetration or air infiltration through the panel joints.

2. Roof System shall be designed to meet Standard Building Code wind load requirements.

3. Roof System shall be designed to meet a UL Class 90 wind uplift in accordance with UL standard 580 and panel system shall be Miami-Dade NOA® Tested and approved with the current Miami-Dade NOA® Approval number listed and shown clearly in the submittals.

4. Roof system shall have current FLORIDA BUILDING CODE PRODUCT APPROVAL and shall be supported by ASCE 7 "stamped/sealed" Florida Independent Engineer Calculations from the Roofing System Manufacturer to support the applicable Zone 1, Zone 2 and Zone 3 loads for this particular project. Extrapolations will not be allowed in these calculations, only interpolations by the Engineer to illustrate the clip layout for each Zone listed above.

1.5 WARRANTIES (OPTIONAL INCLUSION BY THE ARCHITECT)

The MANUFACTURER shall warrant for twenty years (20) from the date of substantial completion of the Work related to this section, that the work is not defective in workmanship or material, and that the roof will be adequate to prevent leaks. This warranty may be provided in the short term by the Contractor/Roof Installer, however must have the backing and assurance of the roof system manufacturer.

1. Finish Warranty on Aluminum: (Coastal Application) Written 20 Year Finish Warranty shall be required for the Aluminum Standing Seam Roof System including Flashings, and related rain-carrying equipment as supplied by the manufacturer and roofing contractor. This warranty will be for 20 Years and cover: Chalking, Fading and Integrity of the Kynar 500™ paint finish on the Aluminum. Note this is a Coastal Application with exposure to the ocean and Salt Spray. This 20 Year Finish Warranty shall cover this type of Coastal Application and must be signed and executed by the Roofing System manufacturer.

1.6 SUBMITTALS

1. Furnish detailed drawings showing profile and gauge of exterior sheets, location and type of fasteners, location, gauges, shape and method of attachment of all trim locations and type of sealants, and any other details as may be required for a weather-tight installation.

2. Provide finish samples of all colors specified.

PART 2 - PRODUCTS

2.1 PANEL DESIGN

1. Roof panels shall be standing seam in 18" widths with 1 ¾" high seam.

2. Roof Panels and all related Sheet Metal Flashings with this system shall be from .040" Aluminum, Current Standard Aluminum Association gage thickness.

3. Panels shall be produced with Factory-Manufactured "striations", sample of which must be submitted in the submittal process. Factory Roll forming equipment shall be at least 14 (fourteen) stands machine to produce this roofing panel system.

4. Clips shall be Stainless Steel as recommended by the Manufacturer for the respective wind uplifts for the project.

5. Clip screws shall be Stainless Steel as recommended by the Manufacturer to comply with the Florida Product Approval in place for this panel system.

2.2 ACCEPTABLE MANUFACTURERS

1. This project is detailed around the roofing product of Petersen Aluminum Corporation, Kennesaw, GA "SNAP-CLAD" PANEL,

2. Color shall be: "PAC-CLAD" Kynar 500™ color: Standard colors from the manufacturers standard color chart

3. Other acceptable Manufacturers, If they comply with this specification:
IMETCO, Tucker, GA, "SNAP-LOK" PANEL ONLY.
MERCHANT & EVANS, Burlington, NJ "Panel 305" ONLY.

ATAS Aluminum, Allentown, PA "Dutch Seam Panel".

2.3 MATERIAL AND FINISHES

1. Face Sheet Material: Aluminum Gage .040" per ASTM B 209, Aluminum shall be tension leveled (temper passed and stretcher leveled) with camber a maximum of 1/4 inch in 20 feet, manufactured in the USA, and be .040" Aluminum standard gauge. Product to meet UL-90 Design Standards and FLORIDA BUILDING CODE PRODUCT APPROVAL.

2.3 FINISH

1. Finish shall be Kynar 500 or Hylar 5000 Fluorocarbon coating with a top side film thickness of 0.70 to 0.90 mil over 0.25 to 0.31 mil prime coat to provide a total dry film thickness of 0.95 to 1.25 mil. Bottom side shall be coated with a primer with a dry film thickness of 0.25 mil. Finish shall conform to all tests for adhesion, flexibility and longevity as specified by Kynar 500 or Hylar 5000 finish supplier.

2. Note that the Kynar 500 or Hylar 5000 Fluorocarbon coating MUST HAVE APPLICABLE "LEED" RATING AND ENERGYSTAR™ APPROVAL FOR INITIAL SOLAR REFLECTANCE. For roof slopes of less than 2/12, the Initial Solar Reflectance MUST BE a rating of equal to or greater than a .65 Rating. For roof slopes of 2/12 or greater, the Initial Solar Reflectance MUST BE a rating of equal to or greater than .25.

3. Note that the Kynar 500 or Hylar 5000 Fluorocarbon coating MUST HAVE APPLICABLE "LEED" RATING AND ENERGYSTAR™ APPROVAL FOR EMISSIVITY. The emissivity rating of this finish must be higher than .80 in emissivity rating. Lower rated colors will not be accepted.

4. If Strippable coating shall be applied on the pre-finished panels to the top side to protect the finish during fabrication, shipping and field handling. This strippable coating shall be removed before installation.

5. Field protection must be provided by the Contractor at the job site so material is not exposed to weather and moisture.

6. Exposed Flashing and Trim:

Unless otherwise specified, all exposed adjacent flashing and trim shall be of the same material and finish as panel system.

7. Forming: Use continuous end rolling method. No end laps on panels. No "portable rollforming machines will be permitted on this project, no installer-owned or installer- rented machines will be permitted. It is the intent of the Architect to provide Factory-Manufactured panel systems only for this project.

8. Trim: Trim shall be fabricated of the same material and finish to match the profiled sheeting and press broken in lengths of 10 to 12 feet. Trim shall be formed only by the manufacturer or their approved dealer. Trim to be erected in overlapped condition. Use lap strips only as indicated on drawings. Miter conditions shall be factory welded material to match the sheeting.

9. Closures: Use composition or metal profiled closures at top of each elevation to close ends of the panels. Metal closures to be made in the same material and finish as face sheet.

10. Exposed Fasteners: (if used) with Approval by Architect, shall be 300 series stainless steel, dished washers stainless steel with bonded neoprene.

11. Zees: Where required by design of primary structural framing system shall be used to span between beams and/or joists. Thermally responsive base and top clips shall be fastened to the zees on 12" centers.

12. Insulation: See Section 07 210: Building Insulation.

2.4 ROOFING UNDERLAYMENT

1. On all surfaces to be covered with roofing material, furnish and install a Minimum thickness of 40 Mil "Peel & Stick Membrane" will be required as outlined by the metal panel manufacturer.

Membrane to be minimum of 40 MIL Thickness, smooth, non-granular, one of the following manufacturers:

- A) W.R. Grace "Ice & Water Shield".
- B) Carlisle: CCW WIP 300HT.
- C) Mid States Asphalt : Quick Stick HT.
- D) MFM Corp : "Wind & Water Shield".
- E) Polyguard: Deck Guard HT or Polyglas HT.
- F) TAMKO: TW Tile & Metal Underlayment.

2. Underlayment shall be laid in horizontal layers with joints lapped toward the eaves a minimum of 6", and well secured along laps and at ends as necessary to properly hold the underlayment in place. All underlayment shall be preserved unbroken and whole.

3. Ice & Water Shield shall lap all hips and ridges at least 12" to form double thickness and shall be lapped 6" over the metal of any valleys or built-in gutters and shall be installed as required by the Standing Seam Panel Manufacturer to attain the desired 20 Year Weather tightness Warranty.

2.5 SEALANTS

- 1. Provide two part polysulfide class "B" non-sag type for vertical and horizontal joints, or;
- 2. One part polysulfide not containing pitch or phenolic extenders, or;
- 3. Exterior grade silicone sealant recommended by roofing manufacturer,
- 4. One part non-sag, gun grade, exterior type polyurethane recommended by roofing manufacturer.

2.6 FABRICATION

1. Comply with dimensions, profile limitations, gauges and fabrication details shown and if not shown and, if not shown, provide manufacturer's standard product fabrication.
2. Fabricate components of the system in factory, ready for field assembly.
3. Fabricate components and assemble units to comply with fire and performance requirements specified.
4. Apply specified finishes in conformance with manufacturer's standards, and according to manufacturer's instructions.

3. PART 3 - EXECUTION

3.1 INSPECTION

1. Examine alignment of structural steel and related supports prior to installation and do not proceed until the defects are corrected by the responsible contractor.

3.2 FASTENERS

1. Secure units to supports.
2. Place fasteners as indicated in manufacturer's standards.

3.3 INSTALLATION

1. Panels shall be installed plumb and true in proper alignment and relation to the structural framing. The erector must have at least five years successful experience with similar applications.
2. Install metal panels, fasteners, trim and related sealants in accordance with approved shop drawings and as may be required for a weather-tight installation.
3. Remove all strippable coating and provide a dry wipe-down cleaning of the panels as they are erected.
4. Field Inspection of installed panel roof system by Metal Panel Manufacturer Factory-Approved/Authorized inspector will be required for the 20 Year Limited Weather tightness Warranty. Minimum of two (2) inspections by the Factory Inspector will be required with written reports of these inspections.
5. Roofing System Installers must be "pre-approved" by the Roofing System manufacturer, been in business for at least five (5) years and provide evidence of three (3) similar size projects with the specified Weather tightness Warranty.

3.4 DAMAGED MATERIAL

1. Upon determination of responsibility, repair or replace damaged metal panels and trim to the satisfaction of the Architect and Owner.

END OF SECTION

Exhibit “2”

Payment and Performance Bond

(Exhibit “2” includes a total of 4 pages)

RETURN RECORDED DOCUMENT TO:

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

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

PAYMENT AND PERFORMANCE BOND

(Public Works)

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

BOND NO. _____

PRINCIPAL:

Developer or Contractor: Stuart Lyons Roofing, Inc.
Principal Business Address: 2393 Bellevue Avenue Ext.
Daytona Beach, Florida 32114
Contact Person: Stuart A. Lyons, President
Phone Number: (386) 257-10071

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: \$78,858.00

City Case/ Bid 16-10 Roof Replacement Services

Description of Work: Bid 16-10 Roof Replacement Services

Project Location: Parks Building and Generator, 5839 Trailwood Drive
Port Orange, Volusia County, Florida

Legal Description: Parks Building and Generator, 5839 Trailwood Drive, Port Orange
Volusia County, Florida
See Exhibit "A" attached

Front Page

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

**City of Port Orange Parks Building
5839 Trailwood Drive, Port Orange, FL 32129**

Full Parcel ID:

22-16-33-02-00-0010

Short Parcel ID:

6322-02-00-0010

Legal Description:

A portion of the Parcel ID listed above.

EXHIBIT "A"

RETURN RECORDED DOCUMENT TO:

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

Vintage Painting, Inc.
Bid 16-10 Roof Replacement Services

Bond No. _____

Space Reserved for Recording Data

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

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

BY THIS BOND, We, **Stuart Lyons Roofing, 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 **SEVENTY-EIGHT THOUSAND EIGHT HUNDRED FIFTY-EIGHT AND 00/100 DOLLARS (\$78,858.00)**, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain Standard Contract for Services, having an effective date of _____, 2016, entered into by and between the Principal and the City, for Roof Replacement Services, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and
3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

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

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

IN WITNESS WHEREOF, this performance and payment bond is executed in duplicate originals, each of which shall be deemed an original, this _____, day of _____, 2016.

Attest:

STUART LYONS ROOFING, INC.
(Principal)

(As to Corporate Principal) Secretary

By: _____
Stuart A. Lyons, President

(Corporate Seal)

(Witness to Principal)

(Surety)

(Witness to Surety)

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

(Corporate Seal)

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

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



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/05/2016

Consent item: No

SUBJECT: First Reading - Ordinance No 2016-4 - Chapter 50 Establishing Golf Advisory Board

DEPARTMENT: Parks & Recreation

GOAL: 6 - Organizational Excellence

OBJECTIVE: 4 - Increase 2-way communication with citizens

RECOMMENDED MOTION: Move to approve Chapter 50 of code of ordinances establishing a Golf advisory board and authorize the Mayor and City Clerk to execute the appropriate documents.

SUMMARY:

The Golf Club at Cypress Head, Inc. ("Club") has recommended the adoption of this ordinance establishing a Golf Course Advisory Board. The Club will soon be recommending its own dissolution, as its primary purpose is no longer needed since the City has chosen to contract-out the food and beverage services for the course to a private entity. Before the Club dissolves, the officers have recommended creating a citizen advisory board to serve as a liaison between citizens interested in the golf course operations and the city council. This role had previously been assumed by the Club. The ordinance expressly reserves three spots on the advisory board for a member from each of the following organizations: Cypress Head Master HOA, Cypress Head Men's Golf Assoc., and Cypress Head Women's Golf Assoc.; as well as a councilmember. The advisory board will not have any authority to direct the operations of Kemper Sports, but may advise council on a recommended action regarding golf course management and other related golf course issues.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Ord. No. 2016-4	Ord. No. 2016-4.pdf
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Lovallo, Susan
Lovallo, Susan
Jones, Matthew
Roberts, Margaret
Johansson, M. Jake

Created/Initiated - 03/03/2016
Approved - 03/03/2016
Approved - 03/14/2016
Approved - 03/31/2016
Final Approval - 03/31/2016

ORDINANCE NO. 2016-4

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, ESTABLISHING GOLF COURSE ADVISORY BOARD; AMENDING CHAPTER 50, CODE OF ORDINANCES, CITY OF PORT ORANGE FLORIDA, ENTITLED "PARKS AND RECREATION"; CREATING DIVISION 2 OF ARTICLE IV OF CHAPTER 50 TO BE ENTITLED "GOLF COURSE ADVISORY BOARD"; CREATING SECTION 50-106 TO PROVIDE FOR ESTABLISHMENT OF GOLF COURSE ADVISORY BOARD; CREATING SECTION 50-107 TO PROVIDE FOR PURPOSE, DUTIES AND FUNCTIONS OF THE BOARD; CREATING SECTION 50-108 TO PROVIDE FOR COMPOSITION AND QUALIFICATIONS OF MEMBERS; CREATING SECTION 50-109 TO PROVIDE FOR APPOINTMENTS AND TERMS; CREATING SECTION 50-110 TO PROVIDE FOR VACANCIES AND REMOVAL OF MEMBERS; CREATING SECTION 50-111 TO PROVIDE FOR ORGANIZATION AND PROCEDURES OF THE BOARD; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. Chapter 50 of the Code of Ordinances, City of Port Orange, Florida, is hereby amended to create a new Division 2 of Article IV, comprised of Sections 50-106 through 50-111, inclusive, and entitled as follows:

DIVISION 2. – GOLF COURSE ADVISORY BOARD

Section 2. Section 50-106 of the Code of Ordinances, City of Port Orange, Florida, is hereby created to read as follows:

Sec. 50-106. - Establishment of golf course advisory board.

There is hereby created and established a golf course advisory board of the City of Port Orange, Florida.

Section 3. Section 50-107 of the Code of Ordinances, City of Port Orange, Florida, is hereby created to read as follows:

Sec. 50-107. - Purpose, duties and functions.

- (a) The purpose of the golf course advisory board shall be to advise and assist the city council on matters relating to the municipal golf course.
- (b) The golf course advisory board shall make recommendations to the city council concerning operation of the municipal golf course. In this regard the golf course advisory board shall exercise specific responsibilities as enumerated herein. In addition, the city council may refer other golf course related matters to the golf course advisory board for review and recommendation. To accomplish these goals, the specific responsibilities of the golf course advisory board shall include, but not be limited to, the following:
 - (1) Review and make recommendations to the city council regarding maintenance, equipment and capital facilities of the municipal golf course.
 - (2) Serve as liaison between the city council and individuals and organizations using the municipal golf course.
 - (3) Serve as liaison between the city staff or contractors responsible for operation of the municipal golf course and individuals or organizations using the municipal golf course.

- (4) Review and make recommendations to the city council regarding the performance of contractors responsible for operation, management, maintenance, marketing, and other aspects of the municipal golf course.
- (5) Make reports to the city council, as necessary, regarding physical condition, capital facilities and other matters relating to the municipal golf course.

However, nothing in this article shall prohibit the city council from acting upon any matter not previously referred to or reviewed by the golf advisory board.

Section 4. Section 50-108 of the Code of Ordinances, City of Port Orange, Florida, is hereby created to read as follows:

Sec. 50-108. - Composition and qualifications of members.

- (a) The golf course advisory board shall consist of seven (7) members appointed by the city council consisting of a single council member and at least one member from each of the following organizations: Cypress Head Master Homeowners' Association, Cypress Head Men's Golf Association and Cypress Head Women's Golf Association. However, In the event that no member(s) from the organizations mentioned above apply for a position to serve on the board, the seat may be filled by appointment of an otherwise qualified candidate by city council.
- (b) Members of the board shall have knowledge of golf course operations. They should be guided by a sincere interest in developing and promoting the operation

of the municipal golf course for the city and in accomplishing the purposes and goals set forth herein.

- (c) Appointments shall be made on the basis of experience or interest in the areas of finance, insurance, golf course management, engineering, architecture, golf course maintenance, and construction.

Section 5. Section 50-109 of the Code of Ordinances, City of Port Orange, Florida, is hereby created to read as follows:

Sec. 50-109. - Appointments and terms.

The initial appointments to the board shall be as follows:

- (a) Two (2) members shall be appointed for a term expiring April 1, 2017.
- (b) Two (2) members shall be appointed for a term expiring April 1, 2018.
- (c) Three (3) members shall be appointed for a term expiring April 1, 2019.

Thereafter all appointments shall be made for a term of three (3) years. All terms shall expire on April 1 in the year of their given expiration. A board member may be reappointed for any number of consecutive terms.

Section 6. Section 50-110 of the Code of Ordinances, City of Port orange, Florida, is hereby created to read as follows:

Sec.50-110. - Vacancies and removal of members.

Any member who fails to attend two (2) of three (3) successive meetings without good cause shall forfeit his or her appointment, and the city council may determine a vacancy to exist which shall be promptly filled by the city council. A member of the

board may be removed from the board by the city council for cause upon written charges and after a public hearing before the city council. Appointments to fill any vacancy shall be for the remainder of the unexpired term of the former member.

Section 7. Section 50-111 of the Code of ordinances, City of Port Orange, Florida is hereby created to read as follows:

Sec. 50-111. - Organization and procedures.

- (a) Election of officers. The member of the board shall elect a chairman and a vice-chairman to preside in the absence of the chairman. Such election shall take place at the first meeting of the board of each calendar year.
- (b) Responsibilities of chairman. The chairman shall be responsible for the orderly running of all meetings, shall direct the preparation of all reports and shall make all necessary reports to the city council.
- (c) Meetings. The board shall meet quarterly. A special meeting may be called by the chairman or by majority vote of the members.
- (d) Minutes. The city recording secretary shall be responsible for keeping and recording minutes. A copy of the minutes of each meeting shall be kept on file in the city clerk's office.
- (e) Quorum; rules of order. The presence of four (4) or more members shall constitute a quorum of the board necessary to take action or conduct business. The board shall adopt Robert's Rules of Order (latest edition) or such other written rules and procedures as may be desirable and necessary to promote and

effectuate the purposes, objectives and business of the board in an orderly, timely and productive manner.

- (f) Compensation. Members of the board shall serve without compensation but may be reimbursed for such travel, mileage, per diem or other expenses as may be authorized by city council.

Section 8. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 9. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provision of this ordinance are declared severable.

Section 10. This Ordinance shall become effective upon adoption.

MAYOR ALLEN GREEN

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading this _____ day of _____

Passed and adopted on second reading and final reading on the ____ day of _____

Reviewed and approved: _____
Matthew J. Jones, Deputy City Attorney



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/05/2016

Consent item: No

SUBJECT: First Reading - Ordinance No. 2016-5 - Amendment to Fire and Rescue Pension Fund Ordinance - Chapter 54, Article IV of the Code of Ordinances

DEPARTMENT: Administrative Services

GOAL: 4 - Fiscal Sustainability

OBJECTIVE: N/A

RECOMMENDED MOTION: Move to approve Ordinance No. 2016-5.

SUMMARY: The City and the Firefighter's Union (IAFF Local 3118) successfully negotiated a contract that is now in effect until September 30, 2017. As part of the agreement, some items in the Fire and Rescue Fund Pension Ordinance must be amended. The attached ordinance was prepared by the City's Pension Attorney. The substantive changes include:

- An increase in In-Line of Duty Disability from 42% of average final compensation to 51% (effective retroactive to January 1, 2016).
- A change that allows all members to participate in the DROP program when they become eligible (effective retroactive to January 1, 2016).
- Elimination of the 12 month window for members to decide whether to participate in the DROP program when they become eligible (effective retroactive to January 1, 2016).
- Establishes a "Share Plan" per Florida Statute 175.351, but does not fund or activate such plan until October 1, 2018 if negotiated by both parties.

Staff has provided a copy of the proposed ordinance to the Fire and Rescue Pension Board, which will work towards providing an impact statement from their actuaries. Once received (and if approved by Council at this first reading), the financial impact statement will be included along with this ordinance upon second reading for approval by City Council.

Project Funding Account
No.: No.:

ATTACHMENTS:

1.	Ord. No. 2016-5	Ord. No. 2016-5.pdf
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Rosen, Alan
DePina, Cindy
Roberts, Margaret
Johansson, M. Jake

Created/Initiated - 03/26/2016
Approved - 03/31/2016
Approved - 03/31/2016
Final Approval - 03/31/2016

ORDINANCE 2016-5

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 54, ARTICLE IV, CODE OF ORDINANCES, CITY OF PORT ORANGE, FLORIDA, ENTITLED FIRE AND RESCUE PENSION FUND; AMENDING SECTION 54-84, DISABILITY BENEFITS; AMENDING SECTION 54-100, DEFERRED RETIREMENT OPTION PLAN; AMENDING SECTION 54-105, STABILIZATION FUND; CREATING A NEW SECTION 54-106, SHARE PLAN; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port Orange, Florida has entered into a collective bargaining agreement with the Professional Firefighters Association, covering City firefighters for the period December 22, 2015 through September 30, 2017; and

WHEREAS, the collective bargaining agreement contains certain changes to the City of Port Orange Fire and Rescue Pension Fund for firefighters employed by the City; and

WHEREAS, in order to implement the changes to the Fire and Rescue Pension Fund contained in the collective bargaining agreement, an amendment to Chapter 54 of the City Code is necessary; and

WHEREAS, the City has obtained an actuarial impact statement concerning the retirement plan changes in accordance with Article X, Section 14 of the Florida Constitution and Section 112.63, Florida Statutes;

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 ENACTED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

SECTION 1: That Chapter 54, Personnel, Article IV, Fire and Rescue Pension Fund, of the Code of Ordinances of the City of Port Orange, is hereby amended by amending Section 54-84, Disability Benefits, subsection (a), in-line of duty disability, to read as follows:

Sec. 54-84. - Disability benefits.

(a) In-line of duty disability.

(1) Any member who shall become totally and permanently disabled to the extent that he is unable, by reason of a medically determinable physical or mental impairment, to render useful and efficient service as a firefighter, which disability was directly caused by the performance of his duties as a firefighter, shall, upon establishing such disability to the satisfaction of the board, be entitled to a monthly pension equal to three percent of average final compensation for each year of credited service, but in any event the minimum amount paid to ~~the a member who becomes totally and permanently disabled prior to January 1, 2016,~~ shall be 42 percent of the average final compensation of the member. The minimum amount paid to a member who becomes totally and permanently disabled on or after January 1, 2016, shall be 51 percent of the average final compensation of the member. The benefit for a member with credited service as both a full-time firefighter and as a volunteer firefighter shall be calculated in the same manner as the normal retirement benefit as provided in section 54-82(b). Terminated persons, either vested or nonvested, are not eligible for disability benefits, except that those terminated by the city for medical reasons may apply for disability benefits within 30 days after termination.

SECTION 2: That Chapter 54, Personnel, Article IV, Fire and Rescue Pension Fund, of the Code of Ordinances of the City of Port Orange, is hereby amended by amending Section 54-100, Deferred retirement option plan, subsections (b) and (f), to read as follows:

Sec. 54-100. - Deferred retirement option plan.

(b) Participation.

(1) Eligibility to participate.

- a. ~~Effective January 1, 2016,~~ in lieu of terminating employment as a firefighter, any member who is eligible for normal retirement under the system may elect to defer receipt of his service retirement pension and to participate in the DROP, ~~provided that the election to participate in the DROP is made within 12 months following the date on which the member first become eligible for normal retirement. Any member who fails to make the election within such 12-month period shall forfeit all rights to participate in the DROP.~~
- b. ~~Notwithstanding subsection 54-100(b)(1)a, above, any member with 25 or more years of credited service on September 25, 2012, who previously became eligible to participate in the DROP in accordance with subsection 54-100(b)(1)a, above, but did not elect to participate in a timely manner, may make a DROP election within 30 days following September 25, 2012. All provisions of the plan as amended by this section shall apply to any eligible employee who elects to participate in the DROP pursuant to this subsection b. Any member who is eligible to make a DROP election pursuant to this subsection b who fails to make such election within 30 days following September 25, 2012, shall forfeit all rights to participate in the DROP.~~

- (2) Election to participate. A member's election to participate in the DROP must be made in writing at a time and manner determined by the board and shall be effective on the first day of the first calendar month which is at least 15 business days after it is received by the board.

SECTION 3: That Chapter 54, Personnel, Article IV, Fire and Rescue Pension Fund, of the Code of Ordinances of the City of Port Orange, is hereby amended by amending Section 54-105, Stabilization fund, to read as follows:

Sec. 54-105. - Stabilization fund.

After the retirement system achieves a funded ratio of 100 percent or greater as reflected in the current Disclosure Information prepared in accordance with ~~Per Statement No. 25 of the~~ Governmental Accounting Standards Board requirements—Schedule of Funding Progress, the city will make a contribution of the higher of either the normal cost of the plan or a minimum 13 percent towards a stabilization fund for use during economic downturns to smooth the volatility of required pension payments. This contribution shall be paid to the retirement fund and shall not be used by the city or the members to acquire or fund new or additional benefits.

SECTION 4: That Chapter 54, Personnel, Article IV, Fire and Rescue Pension Fund, of the Code of Ordinances of the City of Port Orange, is hereby amended by adding a new Section 54-106, Share plan, to read as follows:

Sec. 54-106. – Share plan.

Pursuant to F.S. Section 175.351, a defined contribution plan component (“share plan”) is hereby established as a component of this system, but will not be activated unless and until a portion of Chapter 175 premium tax revenues has been assigned to fund the share plan. The provisions of the share plan shall be negotiated by the City and the union representing members of the system at the time Chapter 175 premium tax revenues are assigned to fund share plan. The system will continue to operate under the “Naples Letter” interpretation until October 1, 2018, in accordance with F.S. Section 175.351(7).

SECTION 5: Codification. Specific authority is hereby granted to codify and incorporate this Ordinance in the existing Code of Ordinances of the City of Port Orange.

SECTION 6: All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 7: If any provisions of this ordinance or the application thereof to any person or circumstance are 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 8: This ordinance shall become effective upon adoption, except as otherwise specifically provided herein.

MAYOR ALLEN GREEN

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading, this ____ day of _____, 2016.

Passed and adopted on second and final reading, this ____ day of _____, 2016.

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



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/05/2016

Consent item: No

SUBJECT: General Obligation Bond Refunding Calendar

DEPARTMENT: Finance

GOAL:

OBJECTIVE:

RECOMMENDED MOTION:

SUMMARY: Capital market conditions are favorable for refunding the 2006 General Obligation Bonds. The planned refunding covers securities with a \$13,655,000 par value, an average coupon rate of 4.8% and maturities ranging from 2017-2036. The expected true interest cost, (net of all transaction fees) is 3.09%, resulting in a present value savings of \$2,181,539 and an average annual savings of \$146,551. Closing is planned for the end of May 2016.

Subsequent to receiving the attached schedule, our financial advisor requested a first reading of the Ordinance on April 19, 2016.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	GO Bond Prelim Timetable	GO Bond Refunding calendar 3-2016.pdf
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Riehm, Tracey
Riehm, Tracey
Roberts, Margaret
Johansson, M. Jake

Created/Initiated - 03/28/2016
Approved - 03/28/2016
Approved - 03/31/2016
Final Approval - 03/31/2016

CITY OF PORT ORANGE, FLORIDA
General Obligation Refunding Revenue Bonds, Series 2016
Preliminary Financing Timetable
(as of March 7, 2016)

March - 2016							April - 2016							May - 2016						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5						1	2	1	2	3	4	5	6	7
6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14
13	14	15	16	17	18	19	10	11	12	13	14	15	16	15	16	17	18	19	20	21
20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	28
27	28	29	30	31			24	25	26	27	28	29	30	29	30	31				

City Council meetings are held on the 1st and 3rd Tuesday @ 6:30 pm of each month.

DATE	EVENT	RESPONSIBLE PARTY
Wk of 2/29/16	Kickoff Call/Meeting	ALL
Wk of 3/28/16	- 1 st Draft of Bond Resolution	BC/DC/City/FA
4/4/16	Comments due on all documents	All
4/8/16	Revised drafts of all Bond Documents and 2 nd Draft of POS circulated	BC/DC
4/12/16	Packages sent to Rating Agency and Bond Insurance	City/FA
4/20/16	Conference Call with Rating Agency	City/FA
4/26/16	Final documents provided to the City for inclusion into the Agenda	BC/DC
4/29/16	Receive ratings / Bond Insurance; Finalize POS	City/FA/DC
5/3/16	City Commission Meeting - Approval of all Financing Documents	City
5/4/16	Due Diligence Call	All
5/5/16	Print and Mail POS	DC/FA
Wk of 5/9/16	Price*	FA
Wk of 5/9/16	Award*	FA
5/19/16	Print and Mail Final OS	DC/FA
5/30/16	Pre-Closing	All
5/31/16	Closing	All

*** Subject to change depending on market conditions**

City Issuer – **City of Port Orange**
BC Bond Counsel – **Akerman (Jax)**
DC Disclosure Counsel – **Akerman (Jax)**
FA Financial Advisor – **Southeastern Investment Securities, LLC**
UW Underwriter – **FirstSouthwest**
UWC Underwriters Counsel – **Broad and Cassel**
ALL Core Working Group