



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

JANUARY 6, 2015

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. Silent Invocation
3. Roll Call

B. SPECIAL RECOGNITION AND PROCLAMATIONS

4. Former Council and Staff Retiree Recognition and Proclamations

C. AGENDA APPROVAL

D. PUBLIC HEARING

5. First Reading - Ordinance No. 2015-2 - 11th Amendment to Development Agreement; Cypress Head PUD; property generally located at 6231 Palm Vista St.
Second Reading - Ordinance No. 2014-31 - 2014 Comprehensive Plan Capital
6. Improvements Element (CIE) Annual Update
Case No. 14-27500001
7. Second Reading - Ordinance No. 2014-24 - Amendment to Police Pension
Ordinance - Section 54-122 of Article V of Chapter 54 of the Code of Ordinances

E. CORPORATE MEETING

8. Port Orange Business Park Property Owner's Association, Inc.

F. CITIZEN PARTICIPATION (Agenda)

9. Frankie Raley - Water Bill issue at 101 Palm Castle Drive

10. Pop Warner Football club update

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

H. COUNCIL COMMENTS

11. Comments/Concerns from Council Members
12. Council Discussion on Goals

I. TABLED ITEMS

13. Services Agreement with Port Orange/South Daytona Chamber (**Tabled 12/9/14**)
14. Resolution No. 14-82- Adopting New Water, Wastewater and Reclaimed Water Rates (**Tabled 12/9/14**)

J. CONSENT AGENDA

15. Approval of Minutes

- a. December 2, 2014 - Regular City Council Meeting
- b. December 9, 2014 - Regular City Council Meeting
- c. December 16, 2014 - Special City Council Meeting

16. November 2014 Project Manager's Summary Report

17. Resolution No. 15-1 - Authorizing Grant Application to Walmart Foundation

18. Resolution No. 15-2 - Budgeting \$1,297,500 of State Funds from the Department of Environmental Protection (DEP) for Cambridge Canal Phase II & III

19. 1st Amendment to Waters Edge Phase XII Subdivision Improvement Agreement for property located north of Pioneer Trail, west of Waters Edge Phase VIII, east of Airport Road.

20. Riverwalk Park

- a. Resolution No. 15-3 - Proposed ECHO Grant Application - Riverwalk Park Phase I.
- b. Resolution No. 15-4 - Budgeting Florida Inland Navigation District (FIND) Grants for Riverwalk Launch & Boardwalk North A and for Riverwalk Boardwalk & Waterfront Park North B Design

21. Settlement in the case of Jose Ortiz vs. City of Port Orange – Case No. [2012-32510](#) CICI.

22. Resolution No. 15-5 - Budget Amendment for City Clerk Personnel, Walmart Foundation Grant and Police Education Trust Fund

23. FY15 Fleet Purchases

- a. Purchase of Valve Maintenance Trailer for Public Utilities
- b. Purchase of a Pierce Impel FR Custom PUC Pumper

- c. Purchase of a 2015 Freightliner M2 Chassis with Grapple Loader & Body
 - d. Purchase of Landscape Maintenance equipment from John Deere & Co.
 - e. Purchase of Toro Landscape Maintenance equipment from Wesco Turf
 - f. Purchase of John Deere 5065E Tractor from South Daytona Tractor
 - g. Purchase of lights and accessories for Police & Fire Vehicles from Morganelli & Associates
24. Waive bid irregularities and award contract for T-shirts and uniforms for sports teams and staff in various departments.
25. Major Special Event Request - Volusia Flagler Family YMCA 5K @ Aunt Catfish Restaurant at 4009 Halifax Dr.
26. Correction of Dealer Identification for Three Vehicle Purchases

K. REGULAR AGENDA

27. Reject All Bids for Cambridge Canal Bank Armoring and Pump Station Improvements Bid #15-07.
28. Atlantic Marine Site Improvement Agreement for property at Dunlawton Ave and Lemon St, west of FEC Railroad
29. Totem Pole location
30. Soccer field re-leveling project
- a. Contract award for soccer field re-leveling
 - b. Resolution No. 15-6 - Budgeting Additional Funds for Soccer Field Re-Leveling
31. Lobbying Services Agreement with Pittman Law Group
32. Pumpkin Festival Agreement

L. COMMENTS

33. City Attorney Comments
34. Interim City Manager Comments

M. 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

Regular City Council Meeting

01/06/2015

Page 4 of 4

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 01/06/2015

Consent item: No

SUBJECT:

First Reading - Ordinance No. 2015-2 - 11th Amendment to Development Agreement; Cypress Head PUD; property generally located at 6231 Palm Vista St.

DEPARTMENT: Community Development

RECOMMENDED MOTION: Approve Ordinance 2015-2, the 11th Amendment to the Development Agreement for the Cypress Head Planned Unit Development.

SUMMARY:

PLANNING COMMISSION ACTION 10/23/14: Recommended Approval

SUMMARY: At the September 23rd meeting, City Council discussed changes to the Development Agreement for the Cypress Head Planned Unit Development (PUD) to clarify that a restaurant/bar and banquet facility would be permitted as principal uses. The proposed 11th Amendment would make that clarification but restrict these uses to the clubhouse building and the general area surrounding the clubhouse.

When the original Cypress Head PUD Development Agreement was prepared in 1991, the permitted uses were not listed in the document. Instead of a list of permitted uses, the development agreement just had a general reference that the uses shown on the Conceptual Development Plan (CDP) were permitted. The CDP only identified the building serving the golf course as a "clubhouse". Neither the development agreement nor the CDP specified the services or uses that could operate from the clubhouse. There are a variety of amenities and accessory uses associated with golf course clubhouses including locker rooms, pro shop, administrative offices, pool, gym, restaurant, bar, and banquet facility for special events.

Recently, Council and Kemper Sports, the management company contracted by the City to operate the Cypress Head Golf Course, implemented changes for the clubhouse to increase the revenue from food and beverage service. The proposed amendment clarifies that the food and beverage service component of the golf course can be modified to increase the emphasis on customers from the general public including additional signs and advertising.

Other golf courses in the area, including the Crane Lakes golf course in Port Orange, operate a restaurant and banquet facility from their clubhouse that serves both golfers and the general public. Golf courses that are part of a planned development may have written into their agreements the ability to use restaurants and banquet facilities this way. The proposed amendment is similar to the existing provisions for Crane Lakes.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Staff Report	STAFF REPORT CYPRESS HEAD PUD AMENDMENT.pdf
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2.	Ordinance 2015-2	Ordinance No. 2015-2 Cypress Head PUD Am. 11.pdf
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Burman, Tim
Clark, Wayne
Roberts, Margaret
Harden, David

Created/Initiated - 12/18/2014
Approved - 12/18/2014
Approved - 12/30/2014
Final Approval - 12/30/2014



STAFF REPORT

11th AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR THE CYPRESS HEAD PUD

CASE NO. 14-40000003

Request:	Amend the Development Agreement for the Cypress Head Planned Unit Development (PUD) to clarify a restaurant/bar and banquet facility as permitted uses
Location:	6231 Palm Vista Street
Owner/Applicant:	City of Port Orange
Staff Contact:	Tim Burman, Planning Manager (386) 506-5675
City Council:	January 6, 2015

DISCUSSION:

At the September 23rd City Council Meeting, the City Council requested an amendment be prepared to the Development Agreement for the Cypress Head PUD that would allow the Cypress Head golf course management company to operate a restaurant/bar and banquet facility with an increased emphasis on customers from the general public. The proposed 11th Amendment to the Development Agreement would modify regulations to clarify these uses are permitted principle uses in only the clubhouse building and the general area surrounding the clubhouse.

Figure 1. Location Map



Other golf courses in the area, including the Crane Lakes golf course in Port Orange, operate a restaurant/bar and banquet facility from their clubhouse that serves both golfers and the general public. Golf courses that are part of a planned development may have written into their agreements the ability to use restaurants/bars and banquet facilities as permitted uses and that they can serve both golfers and the general public. The proposed Development Agreement amendment to Cypress Head would be similar to the current provisions for Crane Lakes and allow a restaurant/bar and banquet facilities to be located within the clubhouse or area surrounding the clubhouse.

When the original Cypress Head Development Agreement was prepared in 1991 the permitted uses were not listed in the document. Instead of a list of permitted uses, the Development Agreement just had a general reference that uses shown on the Conceptual Development Plan (CDP) were permitted. The CDP only identified the building serving the golf course as a "clubhouse". The MDA or CDP did not specify the services or uses that could operate from the clubhouse. There are a variety of amenities and accessory uses sometimes associated with golf course clubhouses including locker rooms, pro shop, administrative offices, pool, gym, restaurant, bar, and banquet facility for special events.

Recently, Council and Kemper Sports, the management company contracted by the City to operate the Cypress Head Golf Course, implemented changes for the clubhouse to increase the revenue from food and beverage service. The proposed amendment clarifies that the food and beverage service component of the golf course can be modified to increase the emphasis on customers from the general public include additional signs and advertising.

Requested Change to the Development Agreement

The amendment would allow the increased emphasis on customers from the general public to use the restaurant/bar and banquet facility as a principle use in the Cypress Head PUD. Specific details related to the operation of a restaurant/bar and banquet facility would be addressed in the contract with the company selected by the City to operate these uses. Below is the proposed language to the Development Agreement:

Proposed Amendment Language to the Development Agreement:

- II. Usage of the Property
 - A. In addition to the uses shown on the concept plan (Exhibit "B" of the of the Development Agreement), the following uses are permitted:
 - 1. Restaurant and Bar in the 4.5+ acre area identified on Exhibit 2 of the 11th amendment and as approved by the City Council with main access from Palm Vista Street
 - 2. Banquet Facility in the 4.5+ acre area identified on Exhibit 2 of the 11th amendment and as approved by the City Council with main access from Palm Vista Street

Operating the restaurant/bar and banquet facility as permitted uses with increased emphasis on customers from the general public is expected to generate some additional traffic on the streets within the Cypress Head subdivision. According to the Institute of Transportation Engineers (ITE) Trip Generation Manual, 9th Edition, the Cypress Head golf course has an average daily trip generation of about 650 trips. The ITE trip generation for a golf course is based on the number of holes and includes the clubhouse and other accessory uses in the estimate of total trips. Any increase in the number of trips is not anticipated to be substantial unless there is a major change in size and operation of the restaurant/bar and banquet facility.

Access to the clubhouse from the general public is only available from Airport Road (see Figure 1 on Page 1). The access point into the subdivision from Pioneer Trail is gated and only for use of residents of the subdivision.

RECOMMENDATION:

Per the direction of the City Council, staff has prepared the 11th amendment to the Cypress Head Development Agreement to clarify a restaurant/bar and banquet facility is a permitted use in the Cypress Head PUD.

ORDINANCE NO. 2015-2

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROVING THE ELEVENTH AMENDMENT TO THE CYPRESS HEAD (SPRUCE HAMMOCK) PLANNED UNIT DEVELOPMENT AGREEMENT REGARDING PERMITTED USES; AND PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City desires to implement an administrative order amending the Cypress Head (Spruce Hammock) Planned Unit Development Agreement in order to expressly provide for certain permitted uses within the City-owned portion of the above referenced PUD area; and

WHEREAS, the Planning Commission has by a majority vote recommended approval of the proposed Eleventh Amendment to the Cypress Head (Spruce Hammock) Planned Unit Development Agreement; and

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

Section 1. The City Council of the City of Port Orange does hereby approve the Eleventh Amendment to the Cypress Head (Spruce Hammock) Planned Unit Development Agreement, attached hereto as **Exhibit "A"**.

Section 2. The Mayor and City Manager are hereby authorized to execute said Eleventh Amendment to the Cypress Head (Spruce Hammock) Planned Unit Development Agreement.

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

Section 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 first reading on the day of

Passed and adopted on second and final reading on the day of

Reviewed and Approved: _____
Assist. City Attorney

EXHIBIT "A" to Ordinance 2015-2

**ADMINISTRATIVE ORDER ENACTING THE
11th AMENDMENT TO THE
CYPRESS HEAD PLANNED UNIT DEVELOPMENT AGREEMENT
(SPRUCE HAMMOCK PLANNED UNIT DEVELOPMENT AGREEMENT)**

THIS ADMINISTRATIVE ORDER, made and approved on this ____ day of _____, 2015, by the City Council of the City of Port Orange, a Florida municipal corporation (herein "City"), constitutes the Eleventh (11th) Amendment to the Cypress Head (Spruce Hammock) Planned Unit Development Agreement (PUD).

PREMISES

WHEREAS, Pioneer Heights, Inc. and the City entered into the Spruce Hammocks Planned Unit Development Agreement on June 8, 1990, as recorded in Official Records Book 3673, Page 652, Public Records of Volusia County, Florida (hereinafter "PUD Agreement"), which was amended by the First Amendment to Spruce Hammocks (k/n/a Cypress Head) Planned Unit Development Agreement on March 10, 1993, as recorded in Official Records Book 3812, Page 2151, Public Records of Volusia County, Second Amendment to Spruce Hammocks (k/n/a Cypress Head) Planned Unit Development Agreement on March 10, 1993, as recorded in Official Records Book 3812, Page 2154, Public Records of Volusia County, Third Amendment to Spruce Hammocks (k/n/a Cypress Head) Planned Unit Development Agreement on July 30, 1999, as recorded in Official Records Book 4463, Page 1207, Public Records of Volusia County, Fourth Amendment to Spruce Hammocks (k/n/a Cypress Head) Planned Unit Development Agreement on January 24, 2000, as recorded in Official Records Book 4519, Page 1688, Public Records of Volusia County, Corrective Instrument to the Fourth Amendment to Spruce Hammocks (k/n/a Cypress Head) Planned Unit Development Agreement on October 24, 2000, as recorded in Official Records Book 4610, Page 4330, Public Records of Volusia County, Fifth Amendment to Spruce Hammocks (k/n/a Cypress Head) Planned Unit Development Agreement on January 28, 2000, as recorded in Official Records Book 4519, Page 1692, Public Records of Volusia County, Sixth Amendment to Spruce Hammocks (k/n/a Cypress Head) Planned Unit Development Agreement on January 24, 2000, as recorded in Official Records Book 4519, Page 1695, Public Records of Volusia County, Seventh Amendment to Spruce Hammocks (k/n/a Cypress Head) Planned Unit Development Agreement on January 24, 2000, as recorded in Official Records Book 4519, Page 1703, Public Records of Volusia County, Eighth Amendment to Spruce Hammocks (k/n/a Cypress Head) Planned Unit Development Agreement on October 23, 2001, as recorded in Official Records Book 4764, Page 4360, Public Records of Volusia County, Ninth Amendment to Spruce Hammocks (k/n/a Cypress Head) Planned Unit Development Agreement on December 11, 2001, as recorded in Official Records Book 4794, Page 4310, Public Records of Volusia County, Tenth Amendment to Spruce Hammocks (k/n/a Cypress Head) Planned Unit Development Agreement on February 22, 2002, as recorded in Official Records Book 4827, Page 2762, Public Records of Volusia County; and

WHEREAS, the parties wish to further amend the Amended PUD Agreement to clarify the permitted uses of restaurant, bar, and banquet areas as principle uses in the Cypress Head PUD for the real property described in **Exhibit "I"**.

NOW, THEREFORE, the City hereby enacts this administrative order directing that the Master Development Agreement be modified as provided herein.

Section II of the PUD Agreement entitled USAGE OF THE PROPERTY is hereby amended and restated to read in its entirety as follows:

II. USAGE OF THE PROPERTY

A. Type of Use

- (1) The proposed uses for the Property shall be as set forth on the Plan. In addition to the uses shown on the concept plan (Exhibit "B" of the PUD Agreement, OR Book 3673, Page 0661-0666, Official Records of Volusia County), the following uses are permitted:
 - (a) Restaurant and Bar in the 4.5+ acre area identified on **Exhibit "II"** of the 11th amendment and as approved by the City Council with main access from Palm Vista Street
 - (b) Banquet Facility in the 4.5+ acre area identified on **Exhibit "II"** of the 11th amendment and as approved by the City Council with main access from Palm Vista Street
- (2) The uses set forth herein shall have the following meanings:
 - (a) Restaurant shall have the same meaning as set forth in the City of Port Orange Land Development Code, which may be amended from time to time.
 - (b) Bar shall have the same meaning as set forth in the City of Port Orange Land Development Code, which may be amended from time to time.
 - (c) Banquet Facility shall mean an establishment which is rented by individuals or groups to accommodate private functions including, but not limited to, meetings/conferences, banquets, weddings, anniversaries and other similar celebrations. Such events may include the consumption of food and beverages, including alcoholic beverages. This establishment may include kitchen facilities for the preparation of food. Use of the establishment is restricted to those groups or individuals who have contracted for the use of the facilities and their invitees.
- (3) The ~~All other~~ commercial uses on the Property shall be address and detailed in a future, separate Planned Commercial Development (P.C.D.)

Agreement that will be executed when such commercial property is to be developed. Such P.C.D. shall conform with Chapter 17, Section 18 714.00 of the Port Orange Zoning Land Development Code.

- (4) The commercial property to be developed and which will be addressed in the P.C.D. Agreement contains approximately 15.79 acres. The gross leasable area of the two separate parcels that comprise that commercial tract will not be exceed 140,000 square feet, and the parties to this agreement presently contemplate that the commercial property will be developed, generally, as follows. The larger commercial tract north of the Beltline may be developed into a Community Shopping Center, and the smaller commercial tract north of the Beltline, and west of the loop collector road may be developed into a Neighborhood Commercial Center.
- (5) Design standards on commercial tracts will generally correspond to Regulations outlined within the compatible Commercial Zoning District listed within Port Orange Zoning Regulations, and as further detailed in the P.C.D. Agreement.
- (6) Upon approval of the Planned Unit Development, the areas designated commercial, which will be addressed in the later P.C.D. Agreement, will be zoned "P.C.D.", and will be reflected as such on the Official Zoning Map at the time of the adoption of the Planned Unit Development. The portion of the Property that shows where a fire station and neighborhood park site will be built will be zoned G.P.U. at the time this Planned Unit Development is approved, and such zoning and use will be reflected on the Official Zoning Map at the time of the P.U. D. adoption.

[REMAINDER OF PAGE LEFT BLANK]

IN WITNESS WHEREOF, the City Council, acting on recommendations from the administrative staff and the City of Port Orange Planning Commission, hereby approves and enacts this Amendment, by and through their duly authorize representative.

WITNESSES:

**CITY OF PORT ORANGE, a Florida
Municipal Corporation**

Printed name

By: _____
Allen Green, Mayor

Printed name

Printed name

Attest _____
Robin L. Fenwick, CMC, City Clerk

Printed name

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Allen Green, Mayor of the CITY OF PORT ORANGE, FLORIDA, a Florida Municipal Corporation, on behalf of the City. He is personally known to me and did not take an oath.

Notary Public, State of Florida at Large
Commission and expiration of commission term

(Seal)

Exhibit "I"

Legal Description

PARCELS H T U W & PARCEL V EXC IRREG PARCEL PER OR 6174 PG 4 095
MEAS 3.65 FT ON W/L & MEAS 300.74 FT ON S/L CYPRESS HEAD PHASE 1-A MB
44 PGS 36-43 INC



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 01/06/2015

Consent item: No

SUBJECT: Second Reading - Ordinance No. 2014-31 - 2014 Comprehensive Plan Capital Improvements Element (CIE) Annual Update
Case No. 14-27500001

DEPARTMENT: Community Development

RECOMMENDED MOTION: Approve Ordinance No.2014-31, amending the Capital Improvements Element of the City's Comprehensive Plan, in accordance with Florida Statutes.

SUMMARY: PLANNING COMMISSION ACTION 11/20/14: Recommended approval

SUMMARY: Every year local governments are required to update their Capital Improvements Element (CIE), including the Five-Year Schedule of Capital Improvements (Schedule). The purpose of the CIE and the Schedule is to identify the capital improvements in the adopted Capital Improvements Program (CIP) needed to implement the Comprehensive Plan and ensure the adopted level-of-service standards are achieved and maintained for concurrency-related facilities. The amendments to the CIE include the updated Schedule (copied from the adopted FY 2014/15 – 2019/20 CIP) and amendments to update data related to the Schedule and other statutorily required information, such as:

- Projects included in the Transportation Planning Organization's (TPO) Transportation Improvements Program (TIP) that the City relies on for concurrency; and
- The Volusia County School District Five-Year Work Program.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Ord. No. 2014-31	Ord. No. 2014-31.doc
2.	Exhibit A	Exhibit A.pdf
3.	Staff Report - 2014 CIE Update	2014 CIE Update staff report.pdf

Cruz, Penelope

Created/Initiated - 12/12/2014

ORDINANCE NO. 2014- 31

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; PROVIDING FOR ADOPTION OF THE FY2015-2020 FIVE YEAR SCHEDULE OF CAPITAL IMPROVEMENTS AS SET FORTH IN THE COMPREHENSIVE PLAN, CAPITAL IMPROVEMENTS ELEMENT AND SUPPORTING DATA; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, after careful review, the Planning Commission, sitting as the Local Planning Agency, has forwarded a recommendation to the City Council regarding the adoption of the Five Year Schedule of Capital Improvements as set forth in the Capital Improvement Element of the Comprehensive Plan for the City of Port Orange including supporting data; and

WHEREAS, Section 163.3177(3), Florida Statutes (2013) requires the City to review the Capital Improvement Element annually, together with other elements or sub-elements that are directly related to the Five Year Schedule of Capital Improvements; and

WHEREAS, the attached documents incorporate data from the Transportation Planning Organization (TPO) Transportation Improvements Program (TIP) and the Volusia County School District Five-Year Work Program; and

WHEREAS, the City Council has provided an opportunity to receive comments and proposals from the general public with regard to the adoption of the Five Year Schedule of Capital Improvements; and

WHEREAS, the City has determined that this ordinance may be published in accordance with Section 166.041(3)(a), Florida Statutes (2013); and

WHEREAS, the City Council has received comments on the proposed amendment to the Comprehensive Plan; and

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

Section 1. For purposes herein, the term “Comprehensive Plan”, shall mean the Comprehensive Plan for the City of Port Orange, consisting of the two (2) volumes entitled “Comprehensive Plan City of Port Orange 2010-2025”, including Binder No. 1, consisting of ten (10) elements, including Future Land Use and Future Land Use Map; Transportation; Housing; Public Facilities; Public Schools Facilities; Coastal Zone Management; Conservation; Recreation and Open Space; Intergovernmental Coordination; and Capital Improvements, all as adopted by Ordinance No. 1999-43, as subsequently amended by Ordinances No. 1999-46, 1999-56, 1999-57, 2000-1, 2000-8, 2000-13, 2000-25, 2000-29, 2000-41, 2001-2, 2001-21, 2001-26, 2001-28, 2001-75, 2001-76, 2001-89, 2002-7, 2002-20, 2003-3, 2003-1, 2003-22, 2003-39, 2004-34, 2004-39, 2005-1, 2005-3, 2005-13, 2005-15, 2005-25, 2005-27, 2005-30, 2005-31, 2005-49, 2006-9, 2006-16, 2006-24, 2006-41, 2006-51, 2006-53, 2007-4, 2007-14, 2007-30, 2007-48, 2007-55, 2007-57, 2007-60, 2007-61, 2008-2, 2008-8, 2008-9, 2008-12, 2008-16, 2008-19, 2008-36, 2009-3, 2009-19, 2009-20, 2010-14, 2010-20, 2010-30, 2011-24, 2011-34, 2012-8, 2012-24, 2012-30, 2013-20, 2013-25 and this ordinance; and including Binder No. 2, Supporting Data.

Section 2. The City Council hereby adopts an amendment setting forth the Five Year Schedule of Improvements for the Capital Improvements Element for the Comprehensive Plan City of Port Orange 2010-2025, as attached hereto as **Exhibit “A”**, and incorporated herein by this reference.

Section 3. The Community Development Director or designee is hereby authorized to transmit copies of the proposed amendment to the Capital Improvement Element of the Comprehensive Plan City of Port Orange 2010-2025 to the appropriate agencies and to any other unit of local government.

Section 4. All ordinances or resolutions or parts of ordinances or resolutions in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 5. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

Section 6. This ordinance shall become effective immediately upon adoption.

MAYOR ALLEN GREEN

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the day of

Passed and adopted on second and final reading on the day of

Reviewed and Approved: _____
City Attorney

Exhibit A

Annual Update to the Capital Improvements Element

Underline text indicates additions / ~~strikethrough~~ text indicates deletions. Text neither struck through nor underlined remains as existing text.

Please also note that there are no text changes beyond page 24.

INTRODUCTION

Under the 1985 Growth Management Act, local governments are mandated to plan for the availability of public facilities and services to support development and the impacts of such development. The purpose of the Capital Improvements Element (CIE) and the Capital Improvements Schedule (Schedule) is to identify the capital improvements that are needed to implement the Comprehensive Plan and ensure that the adopted Level of Service (LOS) Standards are achieved and maintained for concurrency related facilities.

The 2005 Growth Management Act requires the Schedule to be financially feasible. As defined by Chapter 163.3164(32) F.S., in order for a Schedule to be financially feasible it must demonstrate that sufficient revenues are currently available or will be available from committed funding sources for the first 3 years, or will be available from committed or planned funding sources for years 4 and 5. These revenues must be adequate to fund the projected costs of the capital improvements identified in the comprehensive plan necessary to ensure that adopted LOS standards are achieved and maintained within the period covered by the 5-year Schedule. The requirement that LOS standards be achieved and maintained does not apply if the proportionate-share process set forth in Chapter 163.3180(12) and (16), F.S., is used.

This Element, intended to demonstrate the financial feasibility of the City of Port Orange's Comprehensive Plan, commences in the fiscal year ~~2013/14~~2014/15 and identifies potential projects for the initial five-year planning period. Individual Capital Improvement needs identified in this Element are, for the most part, those improvements which cost \$25,000 or more and are generally non-recurring purchase items. The capital improvements identified in the other Elements of this Comprehensive Plan are listed with a brief description in Table 1 along with their estimated cost, funding source, and projected year of expenditure. The improvements are listed by type of service, related to the various Elements of the Comprehensive Plan. As required by Section 9J-5.016, F.A.C., the Capital Improvements Element addresses existing and future capital improvements needed for at least the first five fiscal years after the adoption of the comprehensive plan. Therefore, Table 1 lists improvements identified for the years ~~2014 – 2019~~2015-2020.

The capital improvements projects listed in Table 1 are not inclusive of all anticipated capital expenditures by the City during the designated time period. For the most part, the list of improvements has been limited to the capital projects required to meet or maintain adopted LOS standards or implement the Goals, Objectives, and Policies of the Comprehensive Plan. Improvements on a smaller scale (generally under \$25,000 in cost) are outlined in the City's five-year Capital Improvement Program and annual budget as they are needed over time. Tables 1A-E, provided as a supplement to Table 1, list specific improvements to the City's water and sewer system, as well as specific street resurfacing projects for the years ~~2014 – 2019~~2015-2020, and current transportation proportionate fair-share agreements.

CAPITAL IMPROVEMENTS ELEMENT

TABLE 1
CAPITAL IMPROVEMENTS SCHEDULE

Project #	Description	FY 14-15	FY 15-16	FY 16-17	FY 17-18	FY 18-19	FY 19-20	Total
WATER								
029408	Water System Rplmnt	250,000	425,000	420,000	500,000	520,000	450,000	2,565,000
	Water /Sewer Operating (401)	-	250,000	325,000	400,000	370,000	350,000	1,695,000
	Water/Sewer R&R (403)	250,000	175,000	95,000	100,000	150,000	100,000	870,000
-	Total	250,000	425,000	420,000	500,000	520,000	450,000	2,565,000
Planned replacement of undersized galvanized steel piping in older sections of the city and peninsula area. Target areas to be accomplished based on current priorities. (Consistent w/ Comp Plan: Pot. Water, Policy 1.1, 2.6 and 2.7)								
029409	Water System Extensions/Rnforcmnts	-	50,000	50,000	50,000	50,000	50,000	250,000
	Water/ Sewer Impact (405)	-	50,000	50,000	50,000	50,000	50,000	250,000
-	Total	-	50,000	50,000	50,000	50,000	50,000	250,000
Provide water service to existing residential areas not presently served by the City and provide for greater system redundancy and looping. Additional water main installations that serve to reinforce the distribution system to eliminate or avoid areas of substandard water pressure. (Consistent w/ Comp Plan: Pot. Water, Policy 2.2, 2.4 and 2.5)								
039493	Potable Water Plant Reno/Rplcmnts	405,000	315,000	350,000	300,000	325,000	375,000	2,070,000
	Water/ Sewer Operating (401)	65,000	-	-	-	-	-	65,000
	Water/Sewer R&R (403)	340,000	315,000	350,000	300,000	325,000	375,000	2,005,000
-	Total	405,000	315,000	350,000	300,000	325,000	375,000	2,070,000
Planned improvements for City's water treatment plant and various wells per Table 2A Water Treatment Plant Improvements. (Consistent w/ Comp Plan: Pot. Water, Policy 1.7 and San. Swr., Policy 1.6)								
-	TOTAL - WATER	655,000	790,000	820,000	850,000	895,000	875,000	4,885,000
Project #	Description	FY 14-15	FY 15-16	FY 16-17	FY 17-18	FY 18-19	FY 19-20	Total
SANITARY SEWER								
049467	Sewer System Rehab.	400,000	900,000	900,000	900,000	900,000	900,000	4,900,000
	Water/Sewer Operating (401)	-	400,000	400,000	400,000	400,000	400,000	2,000,000
	Water/Sewer R&R (403)	400,000	500,000	500,000	500,000	500,000	500,000	2,900,000
-	Total	400,000	900,000	900,000	900,000	900,000	900,000	4,900,000
Rehabilitation of aging sewer collection system, especially areas with clay pipe. Reduce inflow and infiltration per Table 2C Sewer System Rehabilitation. (Consistent w/ Comp Plan: San. Swr., Policy 1.5 and 4.3)								

CAPITAL IMPROVEMENTS ELEMENT

038964	Reclaimed Water Plan Reno/ Rplcmnts	530,000	540,000	965,000	420,000	490,000	460,000	3,405,000
<u>Water/Sewer R&R (403)</u>		<u>530,000</u>	<u>540,000</u>	<u>965,000</u>	<u>420,000</u>	<u>490,000</u>	<u>460,000</u>	<u>3,405,000</u>
- Total		530,000	540,000	965,000	420,000	490,000	460,000	3,405,000
<u>Scheduled facility repair and equipment replacement of electrical and mechanical system components for the City's wastewater treatment plant per Table 2D Wastewater Treatment Plant Improvements. (Consistent w/ Comp Plan: Pot. Water, Policy 1.1 and 2.6 along with San. Swr. Policy 1.6)</u>								
TOTAL - SANITARY SEWER		930,000	1,440,000	1,865,000	1,320,000	1,390,000	1,360,000	8,305,000
Project #	Description	FY 14-15	FY 15-16	FY 16-17	FY 17-18	FY 18-19	FY 19-20	Total
WATER & SANITARY SEWER								
038710	City Cost Participation	100,000	250,000	250,000	250,000	250,000	250,000	1,350,000
<u>Water/Sewer Operating (401)</u>		<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Water/Sewer Impact (405)</u>		<u>100,000</u>	<u>250,000</u>	<u>250,000</u>	<u>250,000</u>	<u>250,000</u>	<u>250,000</u>	<u>1,350,000</u>
- Total		100,000	250,000	250,000	250,000	250,000	250,000	1,350,000
<u>Citywide annual cost participation program with new development to upsize various water and sewer lines, extension of various mains, upsizing of lift stations, and other miscellaneous items. (Consistent w/ Comp Plan: San. Swr., Policy 4.2 and Pot. Water, Policy 2.5 & 2.7)</u>								
TOTAL - WATER & SAN. SEWER		100,000	250,000	250,000	250,000	250,000	250,000	1,350,000
TRANSPORTATION								
430201	Road Program	544,196	527,927	581,466	518,808	517,500	517,500	3,207,397
<u>Capital Projects (301)</u>		<u>544,196</u>	<u>527,927</u>	<u>581,466</u>	<u>518,808</u>	<u>517,500</u>	<u>517,500</u>	<u>3,207,397</u>
- Total		544,196	527,927	581,466	518,808	517,500	517,500	3,207,397
<u>Annual citywide resurface program for existing streets and collector roads, per Table 1E Street Resurfacing Projects. (Consistent w/ Comp Plan: Transp. Objective 2.14 and 2.7)</u>								
200313	Traffic Signal - Clyde Morris/Pines	-	51,750	293,250	-	-	-	345,000
<u>Prop. Fair Share / Other / Grant</u>		<u>-</u>	<u>51,750</u>	<u>293,250</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>345,000</u>
- Total		-	51,750	293,250	-	-	-	345,000
<u>A traffic signal is required to ensure safe, efficient traffic flow given the number of turning movements and traffic volumes at this location. A signal warrant analysis study was prepared for Volusia County in December 2008 that recommended signalization of the intersection. The signal will be constructed with mast arms. (Consistent w/ Comp Plan: Transp. Objective 2.10 and 2.7)</u>								
PNC007	Yorltowne Blvd Middle Segment	-	-	-	675,000	-	-	675,000
<u>Prop. Fair Share / Other / Grant</u>		<u>-</u>	<u>-</u>	<u>-</u>	<u>675,000</u>	<u>-</u>	<u>-</u>	<u>675,000</u>

CAPITAL IMPROVEMENTS ELEMENT

-								
	Total	-	-	-	675,000	-	-	675,000
<u>Estimated project cost is \$2,400,000. Currently, \$1,725,000 has been funded in previous fiscal years. This project is proposed as a 4 lane divided curb and gutter section designed to Volusia County standards. It is composed of 1600' of 4 lane roadway and 800' of improvements in the existing 2-3 lane section to the south of Hidden Lakes Drive, including turn lanes and transition tapers in the existing Yorktowne Blvd. and Hidden Lakes section. (Consistent w/ Comp Plan: Transp. Objective 2.7, 2.9, 2.13 and 2.14)</u>								
200905	<u>Williamson Blvd. N. of Pavilion</u>	-	-	220,000	260,935	2,200,000	-	2,680,935
<u>Developer Fairshare Contr. (Planned)</u>		-	-	220,000	260,935	2,200,000	-	2,680,935
-	Total	-	-	220,000	260,935	2,200,000	-	2,680,935
<u>This project involves adding 2 lanes to the existing 2 lane Williamson Blvd. roadway from the north boundary of the Pavilion project north to Townwest Blvd., a 0.53 mile section. Project cost estimates are based on construction of an additional 2 travel lanes within the existing right-of-way with minimal impact to the existing roadway. The new construction will require stormwater treatment and it will be necessary to acquire an estimated 1 acre of off-site property for this purpose. (Consistent w/ Comp Plan: Transp. Objective 2.6, 2.7, 2.13, and 2.14)</u>								
200907	<u>Coraci Blvd. Extension</u>	-	-	257,000	2,150,000	-	-	2,407,000
<u>Developer Fairshare Contr. (Planned)</u>		-	-	257,000	2,150,000	-	-	2,407,000
-	Total	-	-	257,000	2,150,000	-	-	2,407,000
<u>This project involves construction of a 1/2 mile 2-lane divided roadway extending Coraci Blvd. 2600' from the south limits of Coquina Cove III to Carmody Lake Drive within the existing undeveloped right-of way. Drainage improvements are projected to be constructed in the right-of-way. This will serve as an alternate route and reliever route for traffic generated by the Forest Lakes subdivision and to a lesser extent to Coquina Cove and reduce impacts on Taylor Road. This roadway is indicated as a future collector road in the Comprehensive Plan. (Consistent w/ Comp Plan: Transp. Objective 2.7, 2.10, and 2.14)</u>								
201008	<u>Yorktowne Blvd North Section (Nautica Lakes)</u>	-	3,500,000	-	-	-	-	3,500,000
<u>Developer Fairshare Contr. (Planned)</u>		-	3,500,000	-	-	-	-	3,500,000
-	Total	-	3,500,000	-	-	-	-	3,500,000
<u>This project is proposed as a 4 lane divided curb and gutter section designed to the Volusia County standards. The roadway design is complete and was done in conjunction with the Nautica Lakes development. This improvement is required to complete the Yorktowne Boulevard connection between Hidden Lakes Drive and Willow Run Boulevard. (Consistent w/ Comp Plan: Transp. Objective 2.7, 2.9, 2.13 and 2.14)</u>								
201013	<u>Williamson Blvd. South Extension</u>	321,923	-	1,824,231	-	-	-	2,146,154
<u>Developer Fairshare Contr. (Planned)</u>		321,923	-	1,824,231	-	-	-	2,146,154
-	Total	321,923	-	1,824,231	-	-	-	2,146,154
<u>This project consists of the proposed widening of a 2,950 foot segment (0.6 miles) of Williamson Blvd. from Airport Road south to the west boundary of the Woodhaven PUD property from a 2-lane undivided to a 4-lane divided facility with sidewalks. (Consistent w/ Comp Plan: Transp. Objective 2.6, 2.7, 2.9, 2.13, 2.14, and 2.15)</u>								
201015	<u>Willow Run Boulevard Widening</u>	-	180,000	1,500,000	-	-	-	1,680,000
<u>Prop. Fair Share / Other / Grant</u>		-	180,000	1,500,000	-	-	-	1,680,000

CAPITAL IMPROVEMENTS ELEMENT

-	Total	-	180,000	1,500,000	-	-	-	1,680,000
A 1/4 mile segment of Willow Run east of Williamson Boulevard to the proposed intersection of the Yorktowne Boulevard extension will need to be improved to accommodate future traffic flows diverted from Williamson Boulevard and future traffic on the new Yorktowne north extension. A traffic circle or other improvements at the Willow Run/Yorktowne intersection will be considered as part of the design. (Consistent w/ Comp Plan: 2.7, 2.9, 2.13, and 2.14)								
201332	<u>Herbert St. Westbound Right Turn Ln</u>	24,362	-	-	-	-	-	24,362
<u>Transportation Impact Fee Fund</u>		24,362	-	-	-	-	-	24,362
-	Total	24,362	-	-	-	-	-	24,362
Add a westbound right turn lane at the intersection of Herbert Street and Clyde Morris to add roadway capacity at the intersection. (Consistent w/ Comp. Plan: Transp. Objective 2.4, 2.7 and 2.8)								
-	TOTAL - TRANSPORTATION	890,481	4,259,677	4,675,947	3,604,743	2,717,500	517,500	16,665,848
DRAINAGE								
180202	<u>Storm Drain Pipe Lining</u>	-	-	-	-	-	-	-
<u>Drainage Fund</u>		-	-	-	-	-	-	-
-	Total	-	-	-	-	-	-	-
Annual citywide program for rehabilitation of existing stormwater drainage facilities. (Consistent w/ Comp Plan: Drainage, Policy 1.2 through 1.4)								
201439	<u>Halifax River Outfall Replacement</u>	-	-	-	60,000	615,000	-	675,000
<u>Funding to be determined</u>		-	-	-	60,000	615,000	-	675,000
-	Total	-	-	-	60,000	615,000	-	675,000
Replace stormwater discharge outfalls directly to the Halifax River and construct or reconstruct several headwalls. The City may also be installing engineered tidal gates at certain locations. (Consistent w/ Comp Plan: Drainage, Policy 1.2 through 1.4)								
201441	<u>Southwinds Stormwater Pond Outfall Retrofit</u>	-	-	-	45,000	1,250,000	-	1,295,000
<u>Funding to be determined</u>		-	-	-	45,000	1,250,000	-	1,295,000
-	Total	-	-	-	45,000	1,250,000	-	1,295,000
This project involves modification to the existing stormwater ponds of the Southwinds neighborhood stormwater system. (Consistent w/ Comp Plan: Drainage, Policy 1.2 through 1.4)								
-	TOTAL - DRAINAGE	-	-	-	105,000	1,865,000	-	1,970,000
-	TOTAL - CAPITAL IMPROVEMENTS	2,575,481	6,739,677	7,610,947	6,129,743	7,117,500	3,002,500	33,175,848

CAPITAL IMPROVEMENTS ELEMENT

Project #	Description	FY 13-14	FY 14-15	FY 15-16	FY 16-17	FY 17-18	FY 18-19	Total
WATER								-
029408	Water System Replacement	560,000	425,000	420,000	500,000	520,000	450,000	2,875,000
	—Deferred Construction (421)	560,000	250,000	325,000	400,000	370,000	350,000	2,255,000
	—Water/Sewer R&R (403)	-	175,000	95,000	100,000	150,000	100,000	620,000
	Total	560,000	425,000	420,000	500,000	520,000	450,000	2,875,000
Planned replacement of undersized galvanized steel piping in older sections of the city and peninsula area. Target areas to be accomplished based on current priorities. (Consistent w/ Comp Plan: Pot. Water, Policy 1.1, 2.6 and 2.7)								
029408A	Wilbur by the Sea Part 2A	-	-	-	-	-	-	-
	—Deferred Construction (421)	-	-	-	-	-	-	-
	—Water/Sewer Impact (405)	-	-	-	-	-	-	-
	Total	-	-	-	-	-	-	-
Planned replacement of undersized galvanized steel piping in older sections of the city and peninsula area. Target areas to be accomplished based on current priorities. (Consistent w/ Comp Plan: Pot. Water, Policy 1.1, 2.6 and 2.7)								
029409	Water System Extensions	100,000	50,000	50,000	50,000	50,000	50,000	350,000
	—Water/Sewer Impact (405)	-	100,000	50,000	50,000	50,000	50,000	350,000
	Total	100,000	50,000	50,000	50,000	50,000	50,000	350,000
Provide water service to existing residential areas not presently served by the City and provide for greater system redundancy and looping. (Consistent w/ Comp Plan: Pot. Water, Policy 2.4 and 2.5)								
029484	Water System Reinforcements	-	-	-	-	-	-	-
	—Water/Sewer Impact (405)	-	-	-	-	-	-	-
	Total	-	-	-	-	-	-	-
Additional water main installations that serve to reinforce the distribution system to eliminate or avoid areas of substandard water pressure. (Consistent w/ Comp Plan: Pot. Water, Policy 2.2.)								
039493	Plant Improvements	340,000	390,000	375,000	375,000	400,000	450,000	2,330,000
	—Deferred Construction (421)	-	-	-	-	-	-	-
	—Water/Sewer R&R (403)	340,000	390,000	375,000	375,000	400,000	450,000	2,330,000
	Total	340,000	390,000	375,000	375,000	400,000	450,000	2,330,000
Planned improvements for City's water treatment plant and various wells per Table 2A Water Treatment Plant Improvements. (Consistent w/ Comp Plan: Pot. Water, Policy 1.7 and San. Swr., Policy 1.6)								
TOTAL—WATER		1,000,000	865,000	845,000	925,000	970,000	950,000	5,555,000
Project #	Description	FY 13-14	FY 14-15	FY 15-16	FY 16-17	FY 17-18	FY 18-19	Total
SANITARY SEWER								-
049403	Sewer System Extensions	50,000	50,000	50,000	50,000	50,000	50,000	300,000
	—Water/Sewer Impact (405)	-	50,000	50,000	50,000	50,000	50,000	300,000
	Total	50,000	50,000	50,000	50,000	50,000	50,000	300,000

CAPITAL IMPROVEMENTS ELEMENT

Extend sewer collection system into existing developed areas currently served by substandard septic tank systems per Table 2B Sewer System Extensions. (Consistent w/ Comp Plan: San. Swr., Policy 2.3)								
049467	Sewer System Rehabilitation	300,000	300,000	340,000	355,000	480,000	385,000	2,160,000
—Deferred Construction (421)		300,000	300,000	340,000	355,000	350,000	385,000	2,030,000
—Water/Sewer R&R (403)		-	-	-	-	130,000	-	130,000
Total		300,000	300,000	340,000	355,000	480,000	385,000	2,160,000
Rehabilitation of aging sewer collection system, especially areas with clay pipe. Reduce inflow and infiltration per Table 2C Sewer System Rehabilitation. (Consistent w/ Comp Plan: San. Swr., Policy 1.5 and 4.3)								
038964	Existing Plant Renovations	650,000	570,000	570,000	430,000	300,000	380,000	2,900,000
—Water/Sewer R&R (403)		650,000	570,000	570,000	430,000	300,000	380,000	2,900,000
Total		650,000	570,000	570,000	430,000	300,000	380,000	2,900,000
Scheduled facility repair and equipment replacement of electrical and mechanical system components for the City's wastewater treatment plant per Table 2D Wastewater Treatment Plant Improvements. (Consistent w/ Comp Plan: Pot. Water, Policy 1.1 and 2.6 along with San. Swr., Policy 1.6)								
TOTAL—SANITARY SEWER		1,000,000	920,000	960,000	835,000	830,000	815,000	5,360,000
Project #	Description	FY 13-14	FY 14-15	FY 15-16	FY 16-17	FY 17-18	FY 18-19	Total
<u>WATER & SANITARY SEWER</u>								-
038710	City Cost Participation	250,000	250,000	250,000	250,000	250,000	250,000	1,500,000
—Deferred Construction (421)		-	-	-	-	-	-	-
—Water/Sewer Impact (405)		250,000	250,000	250,000	250,000	250,000	250,000	1,500,000
Total		250,000	250,000	250,000	250,000	250,000	250,000	1,500,000
Citywide annual cost participation program with new development to upsize various water and sewer lines, extension of various mains, upsizing of lift stations, and other miscellaneous items. (Consistent w/ Comp Plan: San. Swr., Policy 4.2 and Pot. Water, Policy 2.5 & 2.7)								
TOTAL—WATER & SAN. SEWER		250,000	250,000	250,000	250,000	250,000	250,000	1,500,000
Project #	Description	FY 13-14	FY 14-15	FY 15-16	FY 16-17	FY 17-18	FY 18-19	Total
<u>TRANSPORTATION</u>								-
430201	Road Program	431,890	544,196	583,536	581,466	518,808	517,500	3,177,396
—Capital Projects (301)		431,890	544,196	583,536	581,466	518,808	517,500	3,177,396
Total		431,890	544,196	583,536	581,466	518,808	517,500	3,177,396
Annual citywide resurface program for existing streets and collector roads, per Table 1E Street Resurfacing Projects. (Consistent w/ Comp Plan: Transp. Objective 2.14 and 2.7)								
200313	Traffic Signal—Clyde Morris/Pines	-	-	51,750	293,250	-	-	345,000
—Prop. Fair Share / Other / Grant		-	-	51,750	293,250	-	-	345,000
Total		-	-	51,750	293,250	-	-	345,000

CAPITAL IMPROVEMENTS ELEMENT

A traffic signal is required to ensure safe, efficient traffic flow given the number of turning movements and traffic volumes at this location. A signal warrant analysis study was prepared for Volusia County in December 2008 that recommended signalization of the intersection. The signal will be constructed with mast arms. (Consistent w/ Comp Plan: Transp. Objective 2.10 and 2.7)								
PNC007	Yorktowne Blvd Middle Segment	-	-	-	675,000	-	-	675,000
— Prop. Fair Share / Other / Grant		-	-	-	675,000	-	-	675,000
Total		-	-	-	675,000	-	-	675,000
Estimated project cost is \$2,400,000. Currently, \$1,725,000 has been funded in previous fiscal years. This project is proposed as a 4 lane divided curb and gutter section designed to Volusia County standards. It is composed of 1600' of 4 lane roadway and 800' of improvements in the existing 2-3 lane section to the south of Hidden Lakes Drive, including turn lanes and transition tapers in the existing Yorktowne Blvd. and Hidden Lakes section. (Consistent w/ Comp Plan: Transp. Objective 2.7, 2.9, 2.13 and 2.14)								
200905	Williamson Blvd. N. of Pavilion	-	-	-	220,000	260,935	2,200,000	2,680,935
— Developer Fairshare Contr. (Planned)		-	-	-	220,000	260,935	2,200,000	2,680,935
Total		-	-	-	220,000	260,935	2,200,000	2,680,935
This project involves adding 2 lanes to the existing 2-lane Williamson Blvd. roadway from the north boundary of the Pavilion project north to Townwest Blvd., a 0.53-mile section. Project cost estimates are based on construction of an additional 2 travel lanes within the existing right-of-way with minimal impact to the existing roadway. The new construction will require stormwater treatment and it will be necessary to acquire an estimated 1-acre of off-site property for this purpose. (Consistent w/ Comp Plan: Transp. Objective 2.6, 2.7, 2.13, and 2.14)								
200907	Coraci Blvd. Extension	-	-	-	257,000	2,150,000	-	2,407,000
— Developer Fairshare Contr. (Planned)		-	-	-	257,000	2,150,000	-	2,407,000
Total		-	-	-	257,000	2,150,000	-	2,407,000
This project involves construction of a 1/2-mile 2-lane divided roadway extending Coraci Blvd. 2600' from the south limits of Coquina Cove III to Carmody Lake Drive within the existing undeveloped right-of-way. Drainage improvements are projected to be constructed in the right-of-way. This will serve as an alternate route and reliever route for traffic generated by the Forest Lakes subdivision and to a lesser extent to Coquina Cove and reduce impacts on Taylor Road. This roadway is indicated as a future collector road in the Comprehensive Plan. (Consistent w/ Comp Plan: Transp. Objective 2.7, 2.10, and 2.14)								
201008	Yorktowne Blvd North Section (Nautica Lakes)	-	-	3,500,000	-	-	-	3,500,000
— Developer Fairshare Contr. (Planned)		-	-	3,500,000	-	-	-	3,500,000
Total		-	-	3,500,000	-	-	-	3,500,000
This project is proposed as a 4-lane divided curb and gutter section designed to the Volusia County standards. The roadway design is complete and was done in conjunction with the Nautica Lakes development. This improvement is required to complete the Yorktowne Boulevard connection between Hidden Lakes Drive and Willow Run Boulevard. (Consistent w/ Comp Plan: Transp. Objective 2.7, 2.9, 2.13 and 2.14)								
201013	Williamson Blvd. South Extension	-	321,923	-	1,824,231	-	-	2,146,154
— Developer Fairshare Contr. (Planned)		-	321,923	-	1,824,231	-	-	2,146,154
Total		-	321,923	-	1,824,231	-	-	2,146,154
This project consists of the proposed widening of a 2,950-foot segment (0.6 miles) of Williamson Blvd. from Airport Road south to the west boundary of the Woodhaven PUD property from a 2-lane undivided to a 4-lane divided facility with sidewalks. (Consistent w/ Comp Plan: Transp. Objective 2.6, 2.7, 2.9, 2.13, 2.14, and 2.15)								

CAPITAL IMPROVEMENTS ELEMENT

201015	Willow Run Boulevard Widening	-	180,000	1,500,000	-	-	-	1,680,000
—Prop. Fair Share / Other / Grant		-	180,000	1,500,000	-	-	-	1,680,000
Total		-	180,000	1,500,000	-	-	-	1,680,000
A 1/4 mile segment of Willow Run east of Williamson Boulevard to the proposed intersection of the Yorktowne Boulevard extension will need to be improved to accommodate future traffic flows diverted from Williamson Boulevard and future traffic on the new Yorktowne north extension. A traffic circle or other improvements at the Willow Run/Yorktowne intersection will be considered as part of the design. (Consistent w/ Comp Plan: 2.7, 2.9, 2.13, and 2.14)								
201332	Herbert St. Westbound Right Turn Ln	3,001	24,362	-	-	-	-	27,363
—Transportation Impact Fee Fund		3,001	24,362	-	-	-	-	27,363
Total		3,001	24,362	-	-	-	-	27,363
Add a westbound right turn lane at the intersection of Herbert Street and Clyde Morris to add roadway capacity at the intersection. (Consistent w/ Comp. Plan: Transp. Objective 2.4, 2.7 and 2.8)								
TOTAL— TRANSPORTATION		434,891	1,070,481	5,635,286	3,850,947	2,929,743	2,717,500	16,638,848
Project #	Description	FY 13-14	FY 14-15	FY 15-16	FY 16-17	FY 17-18	FY 18-19	Total
DRAINAGE								-
180202	Storm Drain Pipe Lining	500,000	-	-	-	-	-	500,000
—Drainage Fund		500,000	-	-	-	-	-	500,000
Total		500,000	-	-	-	-	-	500,000
Annual citywide program for rehabilitation of existing stormwater drainage facilities. (Consistent w/ Comp Plan: Drainage, Policy 1.2 through 1.4)								
201439	Halifax River Outfall Replacement	-	-	-	-	60,000	615,000	675,000
—Funding to be determined		-	-	-	-	60,000	615,000	675,000
Total		-	-	-	-	60,000	615,000	675,000
Replace stormwater discharge outfalls directly to the Halifax River and construct or reconstruct several headwalls. The City may also be installing engineered tidal gates at certain locations. (Consistent w/ Comp Plan: Drainage, Policy 1.2 through 1.4)								
201440	B-23 Canal Piping	-	-	-	-	35,000	1,000,000	1,035,000
—Funding to be determined		-	-	-	-	35,000	1,000,000	1,035,000
Total		-	-	-	-	35,000	1,000,000	1,035,000
This project consists of piping approximately 4,000 +/- feet of the B-23 canal from Commonwealth Boulevard to Farmbrook Road. (Consistent w/ Comp Plan: Drainage, Policy 1.2 through 1.4)								
201441	Southwinds Stormwater Pond-Outfall Retrofit	-	-	-	-	45,000	1,250,000	1,295,000
—Funding to be determined		-	-	-	-	45,000	1,250,000	1,295,000
Total		-	-	-	-	45,000	1,250,000	1,295,000

CAPITAL IMPROVEMENTS ELEMENT

This project involves modification to the existing stormwater ponds of the Southwinds neighborhood stormwater system. (Consistent w/ Comp Plan: Drainage , Policy 1.2 through 1.4)							
TOTAL DRAINAGE	500,000	-	-	-	140,000	2,865,000	3,505,000
TOTAL CAPITAL IMPROVEMENTS	3,184,891	3,105,481	7,690,286	5,860,947	5,119,743	7,597,500	32,558,848

Source: City of Port Orange, Department of Finance, Department of Community Development, ~~2013~~2014

CAPITAL IMPROVEMENTS ELEMENT

TABLE 1A - WATER TREATMENT PLANT IMPROVEMENTS

Description	FY 14-15	FY 15-16	FY 16-17	FY 17-18	FY 18-19	FY 19-20	Total
<u>GWP VFD H.S. Pump Upgrade</u>	<u>165,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>165,000</u>
<u>Hypochlorite Pumps</u>	<u>140,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>140,000</u>
<u>Accelerator Drive Units</u>	<u>50,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>50,000</u>
<u>Replace Limp Pumps</u>	<u>50,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>50,000</u>
<u>Sludge Pumps</u>	<u>-</u>	<u>150,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>150,000</u>
<u>Vacuum & filtrate Pumps</u>	<u>-</u>	<u>125,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>125,000</u>
<u>Replace Poly Feed system</u>	<u>-</u>	<u>40,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>40,000</u>
<u>H.S. VFD's</u>	<u>-</u>	<u>-</u>	<u>50,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>50,000</u>
<u>Filter Media Replacement</u>	<u>-</u>	<u>-</u>	<u>125,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>125,000</u>
<u>Thickener Drive</u>	<u>-</u>	<u>-</u>	<u>100,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>100,000</u>
<u>Hypochlorite Pumps Remote Stations</u>	<u>-</u>	<u>-</u>	<u>75,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>75,000</u>
<u>BWR VFD Pumps</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>125,000</u>	<u>-</u>	<u>-</u>	<u>125,000</u>
<u>H.S Pump room rotating assemblies & POLC's</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>75,000</u>	<u>-</u>	<u>-</u>	<u>75,000</u>
<u>Miscellaneous chemical feed pumps</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>100,000</u>	<u>-</u>	<u>-</u>	<u>100,000</u>
<u>Miscellaneous regulatory improvements</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>100,000</u>	<u>-</u>	<u>100,000</u>
<u>H.S.P Rotating Assemblies</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>100,000</u>	<u>-</u>	<u>100,000</u>
<u>Replace Limp Pumps</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>125,000</u>	<u>-</u>	<u>125,000</u>
<u>Misc equipment rehab @ pump stations</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>150,000</u>	<u>150,000</u>
<u>Facility painting</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>75,000</u>	<u>75,000</u>
<u>Misc. process waste equipment rehab</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>150,000</u>	<u>150,000</u>
<u>Total - Plant Improvements:</u>	<u>405,000</u>	<u>315,000</u>	<u>350,000</u>	<u>300,000</u>	<u>325,000</u>	<u>375,000</u>	<u>\$2,070,000</u>

CAPITAL IMPROVEMENTS ELEMENT

Description	FY 13-14	FY 14-15	FY 15-16	FY 16-17	FY 17-18	FY 18-19	Total
GWP VFD High Service (H.S.) Pump Upgrade	-125,000	—	-	—	—	—	-125,000
Aerator I Beam Replacement	-80,000	—	-	—	—	—	-80,000
Plant Metering Upgrades	-85,000	—	-	—	—	—	-85,000
Replace Lime Pumps	-50,000	—	-	—	—	—	-50,000
Replace Poly Feed System	—	-40,000	-	—	—	—	-40,000
Wellfield Rehab	—	-50,000	75,000	-100,000	-100,000	-100,000	-425,000
Accelerator Drive Units	—	-150,000	-	—	—	-150,000	-300,000
Sludge Pumps	—	-150,000	-	—	—	—	-150,000
Vacuum & Filtrate Pumps	—	—	100,000	—	—	—	-100,000
Filter Media Replacement	—	—	125,000	-125,000	—	—	-250,000
Hypochlorite Pumps	—	—	75,000	—	—	—	-75,000
Replace High Service VFD's	—	—	-	-50,000	—	—	-50,000
Rehab Thickener Drives	—	—	-	-100,000	—	—	-100,000
Replace Backwash Rec VFD Pumps	—	—	-	—	-125,000	—	-125,000
H.S. Pump Room Rotate Assembly/PLC's	—	—	-	—	-75,000	—	-75,000
Replace Misc. Chemical Feed Pumps	—	—	-	—	-100,000	—	-100,000
High Service Pump Rotating Assemblies	—	—	-	—	—	-100,000	-100,000
Miscellaneous Regulatory Improvements	-	-	-	-	-	-100,000	-
-Total-Plant Improvements:	-340,000	-390,000	375,000	-375,000	-400,000	-450,000	-2,230,000

CAPITAL IMPROVEMENTS ELEMENT

TABLE 1B - SEWER SYSTEM EXTENTIONS

Description	FY 13-14 <u>14-15</u>	FY 14-15 <u>15-16</u>	FY 15-16 <u>16-17</u>	FY 16-17 <u>17-18</u>	FY 17-18 <u>18-19</u>	FY 18-19 <u>19-20</u>	Total
Econ. Dvlpmnt => Citywide - Various Locations	<u>50,000</u>	<u>50,000</u>	<u>50,000</u>	<u>50,000</u>	<u>50,000</u>	<u>50,000</u>	<u>300,000</u>
Total - Sewer System Extensions	<u>50,000</u>	<u>50,000</u>	<u>50,000</u>	<u>50,000</u>	<u>50,000</u>	<u>50,000</u>	<u>300,000</u>

TABLE 1C - SEWER SYSTEM REHABILITATION

Description	FY 13-14 <u>14-15</u>	FY 14-15 <u>15-16</u>	FY 15-16 <u>16-17</u>	FY 16-17 <u>17-18</u>	FY 17-18 <u>18-19</u>	FY 18-19 <u>19-20</u>	Total
Halifax Estates MHP Rehab	-	-	-	-	-	-	-
Force Main Cleaning (Pigging)	-	-	-	-	-	-	-
Reserve Funds for Line Repair/Replacement	-	-	-	-	-	-	-
Wet Wells & Man Holes Citywide	<u>400,000</u>	<u>200,000</u>	<u>200,000</u>	<u>200,000</u>	<u>130,000</u> <u>200,00</u>	<u>200,000</u>	<u>130,000</u> <u>1,400,000</u>
Sewer Main Cleaning & Videoing	-	-	-	-	-	-	-
Sewer Main Lining/ Replacement	<u>300,000</u>	<u>300,000</u> <u>500,000</u>	<u>340,000</u> <u>500,000</u>	<u>355,000</u> <u>500,000</u>	<u>350,000</u> <u>500,000</u>	<u>385,000</u> <u>500,000</u>	<u>2,030,000</u> <u>2,500,000</u>
Sewer Lateral Lining/Replacement	-	<u>200,000</u>	<u>200,000</u>	<u>200,000</u>	<u>200,000</u>	<u>200,000</u>	<u>1,000,000</u>
Total - Sewer System Rehabilitation	<u>300,000</u> <u>400,00</u>	<u>300,000</u> <u>900,000</u>	<u>340,000</u> <u>900,000</u>	<u>355,000</u> <u>900,000</u>	<u>480,000</u> <u>900,000</u>	<u>385,000</u> <u>900,000</u>	<u>2,160,000</u> <u>4,900,000</u>

CAPITAL IMPROVEMENTS ELEMENT

TABLE 1D - WASTEWATER TREATMENT PLANT IMPROVEMENTS

Description	FY 13-14 14-15	FY 14-15 15-16	FY 15-16 16-17	FY 16-17 17-18	FY 17-18 18-19	FY 18-19 19-20	Total
<u>Plant Process Change (Nitrogen, Phosphorous)</u>	<u>-200,000</u>	<u>————</u>	<u>————</u>	<u>————</u>	<u>————</u>	<u>————</u>	<u>-200,000</u>
Replace 3 150hp A/O Blowers	450,000	<u>450,000</u>	-	-	-	-	<u>900,000</u> <u>450,000</u>
<u>RTU to both Glof Courses</u>	<u>————</u>	<u>-40,000</u>	<u>————</u>	<u>————</u>	<u>————</u>	<u>————</u>	<u>-40,000</u>
Rehab 6 Tetra Filters & Air Comp	<u>60,000</u>	<u>60,000</u>	-	-	-	-	60,000
Rehab Air Comp. Reservoir & Williamson Blvd.	<u>20,000</u>	<u>20,000</u>	-	-	-	-	20,000
Replace 2 150hp A/O Blowers	-	<u>300,000</u>	<u>-300,000</u>	-	-	-	300,000
Replace Denite Blowers	-	<u>150,000</u>	<u>150,000</u>	-	-	-	150,000
<u>Rehab 3 Internal Recycle Pumps</u>	<u>————</u>	<u>————</u>	<u>-120,000</u>	<u>-120,000</u>	<u>————</u>	<u>————</u>	<u>-240,000</u>
Rehab Tea Cups and Controls	-	-	<u>80,000</u>	<u>80,000</u>	-	-	80,000
Rehab 2 Press	-	-	<u>150,000</u>	<u>150,000</u>	-	-	150,000
Upgrades - Data Flow Systems	-	-	<u>80,000</u>	<u>80,000</u>	-	-	80,000
<u>Plant Modifications for 5-5-3-1</u>	<u>-</u>	<u>-</u>	<u>500,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>500,000</u>
Replace Williamson Blvd. VFD's	-	<u>90,000</u>	-	-	<u>45,000</u>	-	<u>45,000</u> <u>90,000</u>
Replace 3 Recharge Reservoir VFD's	-	-	<u>135,000</u>	-	<u>45,000</u>	-	<u>45,000</u> <u>135,000</u>
Replace Cypress Head Pump, Meter & Controls	-	-	-	<u>20,000</u>	<u>20,000</u>	-	20,000
Replace Memorial Park Pump, Meter & Controls	-	-	-	<u>60,000</u>	<u>20,000</u>	-	<u>20,000</u> <u>60,000</u>
<u>Replace 4 RAS Pumps (2 @ T-1 & 2 @ T-2)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>70,000</u>	<u>-</u>	<u>-</u>	<u>70,000</u>
<u>Replace 4 WAS Pumps (2 @ T-1 & 2 @ T-2)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>60,000</u>	<u>-</u>	<u>-</u>	<u>60,000</u>
<u>Replace 2 T-1 Sludge Transfer Pumps</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>30,000</u>	<u>-</u>	<u>-</u>	<u>30,000</u>
Repl HSP Rot Assys - Recharge Reservoir PS	-	-	<u>20,000</u>	-	<u>60,000</u>	-	<u>60,000</u> <u>20,000</u>
Rebuild Oak Street Deep Well	-	-	-	<u>90,000</u>	<u>20,000</u>	-	<u>20,000</u> <u>90,000</u>
Rehab 4 Clearwell Pumps	-	-	-	<u>90,000</u>	<u>90,000</u>	-	90,000
<u>Rehab 2 Denite Backwash pumps</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>90,000</u>	<u>-</u>	<u>90,000</u> <u>20,000</u>
Replace 5 Polymer Pumps	-	-	-	-	<u>30,000</u>	<u>20,000</u>	<u>30,000</u> <u>60,000</u>
Replace 3 CI2 Pumps	-	-	-	-	<u>70,000</u>	<u>60,000</u>	<u>70,000</u> <u>300,000</u>
<u>Rehab 3 press</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>300,000</u>	<u>-</u>	<u>300,000</u>
Rehab Bar Screens	-	-	-	-	-	300,000	300,000

CAPITAL IMPROVEMENTS ELEMENT

<u>Replace 2 Sodium Bisulfite Feed pumps</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>70,000</u>	<u>70,000</u>
<u>Replace Sodium Bisulfite Tank</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>30,000</u>	<u>30,000</u>
<u>Rehab 5 Repair pumps</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>60,000</u>	<u>60,000</u>
Total – Plant Improvements:	650,000	570,000	570,000	430,000	300,000	380,000	2,900,000
	<u>530,000</u>	<u>540,000</u>	<u>965,000</u>	<u>420,000</u>	<u>490,000</u>	<u>460,000</u>	<u>3,405,000</u>

SOURCE: Tables 1A-D, City of Port Orange, Department of Finance, ~~2013~~2014

CAPITAL IMPROVEMENTS ELEMENT

TABLE 1E - STREET RESURFACING PROJECTS

Description	FY 13-14 14-15	FY 14-15 15-16	FY 15-16 16-17	FY 16-17 17-18	FY 17-18 18-19	FY 18-19 19-20	Total
Central Prk Sp Ck East to Oakland Prk			-55,609				55,609
Hensel Road	147,558						147,558
Amber Village				27,092	27,092		27,092
Azalea Point		27,994					27,994
Barefoot Park				127,555	27,555		127,555
Bennett's Hammock	59,085						59,085
Briarwood - Dublin Circle		7,718	7,718				7,718
Briarwood - Gregory Circle		7,718	7,718				7,718
Briarwood - Jackson Circle		7,718	7,718				7,718
Briarwood - Melrose Circle		7,718	7,718				7,718
Briarwood - Montreal Circle		7,718	7,718				7,718
Briarwood - Reynolds Circle		7,718	7,718				7,718
Cambridge Acres				78,258	78,258		78,258
Cambridge Villas				89,279	89,279		89,279
Christy Drive		16,319	16,319				16,319
<u>City Center Athletic Complex</u>						48,809	48,809
Commonwealth Sub		382,091				19,869	382,091
Cross Creek	178,736						178,736
<u>Cypress Head Sub – Cypress Sp. Prkwy.</u>	84,334						84,334
Francis St		11,444	11,444				11,444
Freemanville		42,088	42,088				42,088
Halifax Estates			71,211	71,211			71,211
<u>Herbert st. (Railroad - Clyde Morris)</u>	142,842						142,842
Hidden Lakes					262,759	262,759	262,759
Hockney Ct					22,695	-22,695	22,695
<u>Jackson St.</u>						215,825	215,825
Kingswood			175,501	175,501			175,501
Leisure Villas			79,229	79,229			79,229
<u>Montego Bay</u>	5,712						5,712
Nixon Lane			55,951	55,951			55,951
<u>Oak St. (Dul.-Spruce Creek)</u>						145,333	145,333
Oldtown - Carlton Place				10,879	10,879		10,879
Oldtown - Crowell St.				12,981	12,981		12,981
Oldtown - Howes St.				12,981	12,981		12,981
Oldtown - Jefferson Ave.	6,235						6,235
Oldtown - Pineland Ave.				29,477	29,477		29,477
Oldtown - Taylor Ave.				29,477	29,477		29,477
Oldtown - Voss Place				4,415	4,415		4,415
Oldtown - White Place				27,711	27,711		27,711
Oldtown - Willis Ave.				5,740	5,740		5,740
<u>Palms Vista St.</u>	21,866						21,866
<u>Palm Springs Ct.</u>	3,279						3,279
<u>Paradise Island Ct.</u>	13,197						13,197
Pheasant Run		-18,244					18,244
Portona		208,288	208,288				208,288
Raintree			69,939	69,939			69,939

CAPITAL IMPROVEMENTS ELEMENT

<u>Riverside Dr. (Commonwealth – Dead End)</u>	<u>100,548</u>						<u>100,548</u>
Sawgrass Point Sub					<u>119,789</u>	<u>119,789</u>	119,789
Sky Meadows		<u>18,933</u>					<u>18,933</u>
Southport <u>W.</u>	<u>21,739</u>			<u>53,673</u>			<u>53,673</u> <u>21,739</u>
<u>St. Thomas Ct.</u>	<u>14,855</u>						<u>14,855</u>
Sterling Chase		<u>148,040</u>	<u>148,040</u>				148,040
<u>Sugar Plum Ln.</u>	<u>67,855</u>						<u>67,855</u>
Sugar Mill Sub				<u>24,214</u>	<u>24,214</u>		24,214
<u>Sweetwater Estates</u>						<u>87,664</u>	<u>87,664</u>
Terrace Village	<u>40,276</u>						<u>40,276</u>
Tree Top			<u>75,962</u>	<u>75,962</u>			75,962
Unitin Sub				<u>38,749</u>	<u>38,749</u>		38,749
<u>Willow Run (joint – Williamson Blvd.)</u>	<u>67,969</u>						<u>67,969</u>
Windsor Hill		<u>96,934</u>					<u>96,934</u>
<u>Winter Woods</u>			<u>53,673</u>				<u>53,673</u>
Wood St		<u>55,440</u>	<u>55,440</u>				<u>55,440</u>
Woods, The					<u>112,257</u>	<u>112,257</u>	112,257
Total – Resurface Program:	<u>431,890</u> <u>544,196</u>	<u>544,196</u> <u>527,927</u>	<u>583,536</u> <u>581,466</u>	<u>581,466</u> <u>518,808</u>	<u>518,808</u> <u>517,500</u>	<u>517,500</u> <u>517,500</u>	<u>3,177,396</u> <u>3,207,397</u>

NOTE: The above projects involve resurfacing of existing City streets only.

SOURCE: Port Orange Capital Improvements Program, FY ~~2014 – 2019~~ 2015-2020

CAPITAL IMPROVEMENTS ELEMENT

TABLE 2
TRANSPORTATION PROPORTIONATE FAIR-SHARE AGREEMENTS BY PROJECT

Developer	Development	Agreement Approval	Date of Contribution	Total
Project 1: Dunlawton / Taylor at I-95				
Intervest Construction, Inc	Waters Edge Phase 9A and 11	08/17/04	01/26/06	50,000
Centerline Homes (Prev. Olson Assoc 4/25/06)	Port Orange Landings Phase I	03/29/05	03/29/05	32,878
Tomoka Farms Dev, LLC (DR Horton)	Coquina Cove Phase I	04/19/05	04/19/05	104,242
Airport Pharmacy LLC (Charles Wayne)	Walgreens at Taylor Road	08/16/05	02/23/07	13,763
Villages of Royal Palm (Winston-James)	Royal Palm PUD, Phase III	11/15/05	11/15/05	54,797
D.R. Horton	Port Orange Plantation Phase II	11/15/05	11/15/05	32,878
Holiday Builders	Port Orange Landings, Phase II	03/21/06	09/27/07	41,034
Viscomi and Associates (Paytas Homes)	Pinnacle PUD, Phase II	06/27/06	09/22/06	106,791
D.R. Horton	Port Orange Plantation Phases III, IV, V	07/25/06	12/06/06	49,445
D.R. Horton	Villas of P.O. Plantation Phases I, II	09/26/06	12/06/06	62,953
Intervest Construction, Inc	Waters Edge Phase 9B	06/05/07	07/05/07	27,526
Quest Design Group	Crystal Lake Business Park	08/07/07	09/19/07	16,567
Floridian Bank	Floridian Bank	08/28/07	08/28/07	10,959
All Aboard Storage	Nova Depot	09/18/07	09/18/07	10,959
Shoppes at Southwinds LLC	Shoppes at Southwinds	10/08/07	10/08/07	8,156
Port Orange Properties, LC	Port Orange Properties	11/13/07	11/16/07	38,486
Halifax Veterinary Clinic	Halifax Veterinary Clinic	12/18/07	01/04/08	2,804
Continental 217 Fund, LLC	Westport Square - Kohls	01/15/08	01/15/08	175,351
Atlantic Coast, LLC	Atlantic Coast Office Building	04/16/08	04/16/08	2,804
Cruz Investment Group	Nova Bella Piazza	04/22/08	04/23/08	10,959
City of Port Orange	Port Orange Business Park	05/06/08	08/05/09	235,756
Port Orange Apartment Assoc.	Reserve at Crystal Lake	05/27/08	02/24/09	2,804
K E M Associates, LLC	Countryside Commercial	08/19/08	09/17/08	2,804
Sun Glow Construction Inc.	Summer Trees Plaza - Site "B"	01/27/09	05/02/09	2,804
Sun Glow Construction Inc.	National City Bank	01/27/09	01/27/09	8,156
Four Lanes, LLC	CVS Pharmacy #4112 (Altamira CVS)	04/15/10	04/15/10	8,156
US Foodservice, Inc.	US Foodservice Facility Expansion	06/22/10	06/22/10	13,763
The Pavilion at Port Orange, LLC	Pavilion at Port Orange	08/19/09	09/30/09	500,000
Four Lanes, LLC	Altamira Shopping Center	01/24/12	Deferred	312,472
Dunlawton Yorktowne, LLC	Dunlawton-Yorktowne Shopping Center	01/24/12	Deferred	134,317
Ferber Construction Mgmt, LLC	Gateway Center Lot 6A – Multi-Tenant Retail	02/28/12	02/28/12	43,838
Total - Approved Contribution Amounts for Project 1				\$ 2,118,222
Project 2: Dunlawton / Clyde Morris				
D.R. Horton	Port Orange Plantation Phase II	11/15/05	11/15/05	19,788
Villages of Royal Palm (Winston-James)	Royal Palm PUD, Phase III	11/15/05	11/15/05	29,681
Holiday Builders	Port Orange Landings, Phase II	03/21/06	09/27/07	74,204
Viscomi and Associates (Paytas Homes)	Pinnacle PUD, Phase II	06/27/06	09/22/06	39,575
D.R. Horton	Port Orange Plantation Phases III, IV, V	07/25/06	12/06/06	34,628
Linen Group	Nova Oaks	09/26/06	09/26/06	9,894
D.R. Horton	Villas of P.O. Plantation Phases I, II	09/26/06	12/06/06	34,628
Intervest Construction, Inc	Waters Edge Phase 9B	06/05/07	07/05/07	14,841
Quest Design Group	Crystal Lake Business Park	08/07/07	09/19/07	9,894

CAPITAL IMPROVEMENTS ELEMENT

Floridian Bank	Floridian Bank	08/28/07	08/28/07	54,416
All Aboard Storage	Nova Depot	09/18/07	09/18/07	9,894
Shoppes at Southwinds LLC	Shoppes at Southwinds	10/08/07	10/08/07	9,894
Port Orange Properties, LC	Port Orange Properties	11/13/07	11/16/07	29,681
Halifax Veterinary Clinic	Halifax Veterinary Clinic	12/18/07	01/04/08	4,947
CBL	Pavillion at Port Orange	12/18/07	01/08/08	317,447
Continental 217 Fund, LLC	Westport Square - Kohls	01/15/08	1/15/2008	34,628
Atlantic Coast, LLC	Atlantic Coast Office Building	04/16/08	04/16/08	9,894
Cruz Investment Group	Nova Bella Piazza	04/22/08	04/23/08	9,894
City of Port Orange	Port Orange Business Park	05/06/08	08/05/09	29,681
Port Orange Apartment Assoc.	Reserve at Crystal Lake	05/27/08	02/24/09	14,841
The Animal, LLC	Ravenwood Veterinary Clinic	08/18/08	09/05/08	4,947
K E M Associates, LLC	Countryside Commercial	08/19/08	09/17/08	4,947
ABC Liquors, Inc.	ABC Liquor Store and Bank	05/19/09	05/27/09	9,894
LaCour & Company (Southwind Villas)	Dollar General Store	01/19/10	01/19/10	4,947
Four Lanes, LLC	CVS Pharmacy #4112 (Altamira CVS)	04/15/10	04/15/10	29,681
Houligan's Port Orange, LLC	Houligan's Restaurant & Office Bldg.	06/03/10	06/03/10	4,947
Four Lanes, LLC	Altamira Shopping Center	01/24/12	04/15/12	59,363
Dunlawton Yorktowne, LLC	Dunlawton-Yorktowne Shopping Center	01/24/12	06/21/12	24,735
Total - Approved Contribution Amounts for Project 2				\$ 935,811
Project 3: Town West / Williamson Signalization				
D.R. Horton	Port Orange Plantation Phase II	11/15/05	11/15/05	82,994
Villages of Royal Palm (Winston-James)	Royal Palm PUD, Phase III	11/15/05	11/15/05	66,736
D.R. Horton	Port Orange Plantation Phases III, IV, V	07/25/06	12/06/06	80,770
D.R. Horton	Villas of P.O. Plantation Phases I, II	09/26/06	12/06/06	76,064
Port Orange Properties, LC	Port Orange Properties	11/13/07	11/16/07	5,813
CBL	Pavillion at Port Orange	12/18/07	01/08/08	162,657
Continental 217 Fund, LLC	Westport Square - Kohls	01/15/08	01/15/08	24,957
Continental 217 Fund, LLC – (Refund Issued)	Westport Square - Kohls	01/15/08	12/20/12	(17,467)
Total - Approved Contribution Amounts for Project 3				\$ 482,524
Project 4: Summertrees Road Extension				
Villages of Royal Palm (Winston-James)	Royal Palm PUD, Phase III	11/15/05	11/15/05	65,896
Holiday Builders	Port Orange Landings, Phase II	03/21/06	09/27/07	18,287
Viscomi and Associates (Paytas Homes)	Pinnacle PUD, Phase II	06/27/06	09/22/06	84,183
D.R. Horton	Port Orange Plantation Phases III, IV, V	07/25/06	12/06/06	47,609
D.R. Horton	Villas of P.O. Plantation Phases I, II	09/26/06	12/06/06	40,358
Intervest Construction, Inc	Waters Edge Phase 9B	06/05/07	07/05/07	22,071
All Aboard Storage	Nova Depot	09/18/07	09/18/07	7,252
Shoppes at Southwinds LLC	Shoppes at Southwinds	10/08/07	10/08/07	7,252
Port Orange Properties, LC	Port Orange Properties	11/13/07	11/16/07	47,609
Halifax Veterinary Clinic	Halifax Veterinary Clinic	12/18/07	01/04/08	3,784
CBL	Pavillion at Port Orange	12/18/07	01/08/08	889,220
Continental 217 Fund, LLC	Westport Square - Kohls	01/15/08	01/15/08	172,466
Atlantic Coast, LLC	Atlantic Coast Office Building	04/16/08	04/16/08	3,784
City of Port Orange	Port Orange Business Park	05/06/08	08/05/09	168,682
Port Orange Apartment Assoc.	Reserve at Crystal Lake	05/27/08	02/24/09	7,252
K E M Associates, LLC	Countryside Commercial	08/19/08	09/17/08	7,252
Sun Glow Construction Inc.	Summer Trees Plaza - Site "B"	01/27/09	05/02/09	11,035
Sun Glow Construction Inc.	National City Bank	01/27/09	01/27/09	36,574
Four Lanes, LLC	CVS Pharmacy #4112 (Altamira CVS)	04/15/10	04/15/10	11,035

CAPITAL IMPROVEMENTS ELEMENT

US Foodservice, Inc.	US Foodservice Facility Expansion	06/22/10	06/22/10	29,322
Four Lanes, LLC	Altamira Shopping Center	01/24/12	04/15/12	102,786
Dunlawton Yorktowne, LLC	Dunlawton-Yorktowne Shopping Center	01/24/12	06/21/12	44,142
Ferber Construction Mgmt, LLC	Gateway Center Lot 6A – Multi-Tenant Retail	02/28/12	02/28/12	11,036
Intervest Construction, Inc	Water's Edge Phase XII	06/05/07	08/30/13	91,751
LIV Development	Whitepalm Apartments	02/26/13	03/18/13	47,610
Total - Approved Contribution Amounts for Project 4				\$ 1,978,248
Project 5: Devon / Taylor Road Signalization				
Total - Approved Contribution Amounts for Project 5				\$
Grand Total - All Projects				\$ 5,514,805

Notes: Initial funding for above transportation concurrency projects was appropriated during previous or current fiscal years.

Total contributions received through fair share agreements through 9/30/~~13~~14. Total contributions include actual project costs for projects 1, 2, and 4 which have been completed. Total contributions, on projects 3 and 5, include estimated project costs and contingency funding for potential cost overruns.

SOURCE: City of Port Orange, Department of Finance, Department of Community Development, ~~2013~~2014

CAPITAL IMPROVEMENTS ELEMENT

TABLE 3
SUMMARY OF CAPITAL IMPROVEMENTS

Facility Type	FY 13-14 14-15	FY 14-15 15-16	FY 15-16 16-17	FY 16-17 17-18	FY 17-18 18-19	FY 18-19 19-20	Total
Water	1,000,000 <u>655,000</u>	865,000 <u>790,000</u>	845,000 <u>820,000</u>	925,000 <u>850,000</u>	970,000 <u>895,000</u>	950,000 <u>875,000</u>	5,555,000 <u>4,885,000</u>
Sanitary Sewer	1,000,000 <u>930,000</u>	920,000 <u>1,440,000</u>	960,000 <u>1,865,000</u>	835,000 <u>1,320,000</u>	830,000 <u>1.3</u> <u>90,000</u>	815,000 <u>1,360,000</u>	5,360,000 <u>8,305,000</u>
Water & Sewer	250,000 <u>100,000</u>	250,000	250,000	250,000	250,000	250,000	1,500,000 <u>1,350,000</u>
Drainage	500,00 <u>500,00</u>	-	-	105,000 <u>105,000</u>	140,000 <u>1,865,000</u>	2,865,000 <u>2,865,000</u>	3,505,000 <u>1,970,000</u>
Transportation	434,891 <u>890,481</u>	1,070,481 <u>4,259,677</u>	5,635,286 <u>4,675,947</u>	3,850,947 <u>3,604,743</u>	2,929,743 <u>2,717,500</u>	2,717,500 <u>517,500</u>	16,638,848 <u>16,665,848</u>
Total	3,184,891 <u>2,575,481</u>	3,105,481 <u>6,739,677</u>	7,690,286 <u>7,610,947</u>	5,860,947 <u>6,129,743</u>	5,119,743 <u>7,117,500</u>	7,597,500 <u>3,002,500</u>	32,558,848 <u>33,175,848</u>

TABLE 4
SUMMARY SCHEDULE OF COMMITTED AND PLANNED FUNDS

Fund	FY 13-14 14-15	FY 14-15 15-16	FY 15-16 16-17	FY 16-17 17-18	FY 17-18 18-19	FY 18-19 19-20	Total
Capital Projects (301)	431,890 <u>544,196</u>	544,196 <u>527,927</u>	583,536 <u>581,466</u>	581,466 <u>518,808</u>	518,808 <u>517,500</u>	517,500	3,177,396 <u>3,207,397</u>
Transportation Impact Fee (312)	3,001 <u>24,362</u>	24,362 <u>24,362</u>					27,363 <u>24,362</u>
Water/Sewer Operating (401)	65,000 <u>65,000</u>	650,000 <u>650,000</u>	725,000 <u>725,000</u>	800,000 <u>800,000</u>	770,000 <u>770,000</u>	750,000 <u>750,000</u>	3,760,000 <u>3,760,000</u>
Water/Sewer R&R (403)	990,000 <u>1,520,000</u>	1,135,000 <u>1,530,000</u>	1,040,000 <u>1,910,000</u>	905,000 <u>1,320,000</u>	980,000 <u>1,465,000</u>	930,000 <u>1,435,000</u>	5,980,000 <u>9,180,000</u>
Water/Sewer Impact (405)	400,000 <u>100,000</u>	350,000 <u>300,000</u>	350,000 <u>300,000</u>	350,000 <u>300,000</u>	350,000 <u>300,000</u>	350,000 <u>300,000</u>	2,150,000 <u>1,600,000</u>
Drainage Construct/Oper ating (412)	500,000 <u>500,000</u>						500,000 <u>500,000</u>
Deferred Construction (421)	—860,000 <u>—860,000</u>	—550,000 <u>—550,000</u>	—665,000 <u>—665,000</u>	—755,000 <u>—755,000</u>	—720,000 <u>—720,000</u>	—735,000 <u>—735,000</u>	4,285,000 <u>4,285,000</u>
To Be Determined				105,000 <u>105,000</u>	140,000 <u>1,865,000</u>	2,865,000 <u>2,865,000</u>	3,005,000 <u>1,970,000</u>
Proportionate Fair Share / Other / Grant		180,000 <u>231,750</u>	1,551,750 <u>1,793,250</u>	968,250 <u>675,000</u>			2,700,000 <u>2,700,000</u>
Developer Fairshare Contr. (Planned)	321,923 <u>321,923</u>	321,923 <u>3,500,000</u>	3,500,000 <u>2,301,231</u>	2,301,231 <u>2,410,935</u>	2,410,935 <u>2,200,000</u>	2,200,000 <u>2,200,000</u>	10,734,089 <u>10,734,089</u>
Total	3,184,891 <u>2,575,481</u>	3,105,481 <u>6,739,677</u>	7,690,286 <u>7,610,947</u>	5,860,947 <u>6,129,743</u>	5,119,743 <u>7,117,500</u>	7,597,500 <u>3,002,500</u>	32,558,848 <u>33,175,848</u>

SOURCE (For Tables 3 and 4): City of Port Orange, Department of Finance, ~~2013~~2014

CAPITAL IMPROVEMENTS ELEMENT

Table 5 identifies transportation improvements included in the first five years of the applicable Transportation Planning Organization's (TPO) adopted Transportation Improvement Program (TIP), to the extent that such improvements are relied upon to ensure concurrency and financial feasibility.

TABLE 5
VOLUSIA COUNTY TPO TRANSPORTATION IMPROVEMENT PLAN*

Proj. Name	Work Summary	Agency	2013/14 2014/15	2014/15 2015/16	2015/16 2016/17	2016/17 2017/18	2017/18 2018/19	Total
Coraci Blvd Ext	Construction of a 2-lane roadway extending Coraci Blvd south of Town West Blvd. to Carmody Lake Dr.	Port Orange/ Developer		\$104,000 \$104,000	\$104,000 \$1,196,000	\$1,196,000		\$1,300,000
Yorktowne Blvd – North Sgmnt	0.38 mile segment connecting Hidden Lakes Dr. and Willow Run Blvd.	Port Orange/ Developer	\$3,500,000 \$3,500,000	\$3,500,000				\$3,500,000
Williamson Blvd. South Ext.	Widening 0.6 miles of Williamson from Airport Rd. south to current terminus and extending the roadway 2.03 miles to Pioneer Tr. (project cost shown are only for 0.6 mile segment)	Volusia County/ Port Orange/ Pioneer CDD	\$9,062,000					\$9,062,000
Willow Run Blvd. Widening	Improvements to Willow Run needed as part of the proposed Yorktowne Blvd. improvement	Port Orange/ Developer	\$83,200 \$1,227,200	\$1,227,200				\$1,310,400 \$1,227,200

* Only projects relied upon to ensure concurrency for the build-out of the City based on the Future Land Use Map

SOURCE: VCTPO TIP FY ~~2013/14 – 2017/18~~2014/15 - 2018/19; City of Port Orange, Department of Community Development, ~~2013~~2014

CAPITAL IMPROVEMENTS ELEMENT

Table 6 identifies public school facilities improvements included in the first five years of the ~~2013/14 – 2017/18~~ 2014/15 – 2018/19 Volusia County School District Work Program.

Table 6
VOLUSIA COUNTY SCHOOL DISTRICT FIVE-YEAR WORK PROGRAM

	2013-2014 <u>2014-2015</u>	2014-2015 <u>2015-2016</u>	2015-2016 <u>2016-2017</u>	2016-2017 <u>2017-2018</u>	2017-2018 <u>2018-2019</u>
New Construction					
Major Renovations – Elementary (TBD)			<u>1,500,000</u>	<u>15,000,000</u>	<u>15,000,000</u>
DeLand Area Elem – Addition – For Growth			<u>500,000</u>	<u>2,500,000</u>	<u>2,500,000</u>
TOTAL NEW CONSTRUCTION			<u>2,000,000</u>	<u>17,500,000</u>	<u>2,500,000</u>
Major Projects at Existing Schools & Facilities					
Portables - Lease	100,000	100,000	100,000	100,000	100,000
	<u>250,000</u>	<u>250,000</u>	<u>250,000</u>	<u>250,000</u>	<u>250,000</u>
Portables – Moves & Compliance	<u>400,000</u>	<u>400,000</u>	<u>400,000</u>	<u>400,000</u>	<u>400,000</u>
	<u>2,100,000</u>	<u>2,100,000</u>	<u>2,100,000</u>	<u>2,100,000</u>	<u>2,100,000</u>
Various Schools – Minor Projects	<u>3,000,000</u>	<u>3,000,000</u>	<u>3,000,000</u>	<u>3,000,000</u>	<u>3,000,000</u>
	<u>2,300,000</u>	<u>2,500,000</u>	<u>2,500,000</u>	<u>2,500,000</u>	<u>2,500,000</u>
Various Facilities – Facilities Review Projects	<u>4,980,000</u>	<u>5,000,000</u>	<u>5,000,000</u>	<u>5,000,000</u>	<u>5,000,000</u>
	<u>4,750,000</u>	<u>4,950,000</u>	<u>4,950,000</u>	<u>4,950,000</u>	<u>4,950,000</u>
Total	<u>8,480,000</u>	<u>8,500,000</u>	<u>8,500,000</u>	<u>8,500,000</u>	<u>8,500,000</u>
Facilities Management					
	<u>1,000,000</u>	<u>1,000,000</u>	<u>1,000,000</u>	<u>1,000,000</u>	<u>1,000,000</u>
Facilities Management - Various Projects	<u>1,150,000</u>	<u>1,150,000</u>	<u>1,150,000</u>	<u>1,150,000</u>	<u>1,150,000</u>
Technology					
Network, EDP & Communications Equipment	<u>34,000,000</u>	<u>34,000,000</u>	<u>34,000,000</u>	<u>34,000,000</u>	<u>34,000,000</u>
System Wide Equipment & Vehicles					
	<u>500,000</u>	<u>500,000</u>	<u>500,000</u>	<u>500,000</u>	<u>500,000</u>
Various Schools & Departments Furniture & Equipment	<u>1,000,000</u>	<u>1,000,000</u>	<u>1,000,000</u>	<u>1,000,000</u>	<u>1,000,000</u>
Buses					
	<u>4,116,030</u>	<u>3,125,000</u>	<u>3,125,000</u>	<u>3,125,000</u>	<u>3,125,000</u>
Transportation Dept - Bus Replacement	<u>2,813,670</u>	<u>2,896,200</u>	<u>2,896,200</u>	<u>2,896,200</u>	<u>2,896,200</u>
Transfers					
	<u>12,950,000</u>	<u>10,507,250</u>	<u>8,007,250</u>	<u>5,507,250</u>	<u>3,007,250</u>
Transfers – To General Fund	<u>11,007,250</u>	<u>9,007,250</u>	<u>7,007,250</u>	<u>5,007,250</u>	<u>3,007,250</u>
	<u>51,267,082</u>	<u>51,273,646</u>	<u>51,270,871</u>	<u>30,669,295</u>	<u>23,802,365</u>
Transfers – To Debt Service	<u>50,660,365</u>	<u>50,240,090</u>	<u>29,640,814</u>	<u>22,770,834</u>	<u>22,770,234</u>
	<u>64,217,082</u>	<u>61,780,896</u>	<u>59,278,121</u>	<u>36,176,545</u>	<u>26,809,615</u>
Total	<u>61,667,615</u>	<u>59,247,340</u>	<u>36,648,064</u>	<u>27,778,084</u>	<u>25,777,484</u>
	<u>\$77,583,112</u>	<u>\$74,355,896</u>	<u>\$71,853,121</u>	<u>\$49,251,545</u>	<u>\$56,884,615</u>
TOTALS	<u>\$79,111,285</u>	<u>\$76,793,540</u>	<u>\$56,194,264</u>	<u>\$62,824,284</u>	<u>\$45,823,684</u>

Source: Volusia County School District, Work Program adopted September ~~10, 2013~~ 19, 2014



STAFF REPORT

CASE NO. 14-27500001

Comprehensive Plan Capital Improvements Element -
2014 Annual Update

REQUEST: Update and amend the Comprehensive Plan Capital Improvements Element (CIE) in accordance with Florida Statutes

APPLICANT: City of Port Orange

STAFF RECOMMENDATION: **Approval** of the annual CIE update

STAFF CONTACT: Penelope Cruz, AICP, Principal Planner
(386) 506-5671

PLANNING COMMISSION DATE: November 20, 2014

INTRODUCTION:

State law requires that local governments update their Comprehensive Plan Capital Improvements Element (CIE) every year to show that they have funded or planned to fund the public facility improvements needed to support their population¹. These facilities include water, sewer, stormwater, solid waste, roads, parks, and schools. All of the required public facilities meet the City's adopted level of service standards. Therefore, these proposed amendments to the CIE primarily include improvements that will help maintain the level of service standards into the future.

PURPOSE:

Under the 1985 Growth Management Act, local governments are mandated to plan for the availability of public facilities and services to support development and the impacts of such development. The purpose of the CIE and the 5-year Capital Improvements Schedule is to identify the capital improvements needed to implement the Comprehensive Plan and ensure the adopted Level of Service (LOS) Standards for concurrency-related facilities are achieved and maintained.

DISCUSSION:

The amendments to the CIE include the updated Schedule (copied from the City's adopted FY 2014/15 – 2019/20 Capital Improvements Program) and other amendments to update data related to the Schedule and other statutorily required information, such as excerpts from the Transportation Planning Organization's (TPO) Transportation Improvements Program (TIP) and the Volusia County School District Five-Year Work Program (Exhibit A, Tables 5 and 6).

The CIE Schedule includes projects required to meet or maintain adopted LOS standards for concurrency-related facilities or implement the Goals, Objectives, and Policies of the Comprehensive Plan (Exhibit A). The concurrency management system for the City of Port Orange is established by policy in the City's Comprehensive Plan,

¹ Ch. 163.3177(3) F.S.

and administered through regulations contained within the City's Land Development Code.

The City is required to monitor the cumulative effect of all approved Development Orders and Development Permits on the capacity of public facilities. This obligation is met through individual concurrency reviews of development proposals and the annual Concurrency Management Report (CMR). The City's concurrency review evaluates the following public facilities and services:

- Transportation
- Sanitary Sewer
- Potable Water
- Stormwater Drainage
- Solid Waste
- Recreation
- Public Schools

The 2014 CMR identified that all public facilities and services subject to concurrency are at sufficient levels. The CMR also identified improvements that are planned or programmed to ensure that the City continues to maintain the adopted LOS.

RECOMMENDATION:

Staff recommends **approval** of the adoption of the 2014 CIE Annual Update.

ATTACHMENTS:

Exhibit "A" – Annual Update to the CIE

Exhibit A

Annual Update to the Capital Improvements Element

Underline text indicates additions / ~~strikethrough~~ text indicates deletions. Text not either struck through or underlined remains as existing text.

Please also note that there are no text changes beyond page 24.

PLEASE SEE ORDINANCE EXHIBIT



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 01/06/2015

Consent item: No

SUBJECT: Second Reading - Ordinance No. 2014-24 - Amendment to Police Pension Ordinance - Section 54-122 of Article V of Chapter 54 of the Code of Ordinances

DEPARTMENT: Administrative Services

RECOMMENDED MOTION: Move to approve Ordinance No. 2014-24.

SUMMARY: The attached ordinance has been prepared by the City's consulting Pension Attorney, Mr. James Linn, to correct an omission in Ordinance No. 2011-2, adopted on January 31, 2011. The proposed ordinance ensures implementation of the changes in the 2009-2012 PBA collective bargaining agreement as it relates to the creation of two tiers of pension benefits. An actuarial impact statement of the proposed ordinance is being prepared by the Police Pension Fund's Actuary, Mr. Chad M. Little, and will be provided prior to second reading.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Ordinance No. 2014-24	Ord 2014-24.pdf
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Fenwick, Robin

Created/Initiated - 12/22/2014

ORDINANCE NO. 2014-24

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 54, ARTICLE V, CODE OF ORDINANCES, CITY OF PORT ORANGE FLORIDA, ENTITLED "POLICE PENSION FUND"; AMENDING SECTION 54-122, DEFINITIONS; PROVIDING FOR SEVERABILITY OF PROVISIONS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING RIGHTS OF CERTAIN SEPARATED EMPLOYEES NOT AFFECTED; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port Orange, Florida entered into a collective bargaining agreement with the Police Benevolent Association, covering City police officers for the period October 1, 2009 through September 30, 2012; and

WHEREAS, the collective bargaining agreement contained a number of changes to the Police Pension Fund, and provided for two tiers of pension benefits: one tier for police officers hired on or before January 31, 2011, and a second tier for police officers hired after January 31, 2011; and

WHEREAS, the City Council adopted Ordinance No. 2011-2 to implement the changes to the Police Pension Fund contained in the 2009-2012 collective bargaining agreement; and

WHEREAS, it has come to the City's attention that in one respect Ordinance No. 2011-2 did not provide for two tiers of pension benefits as required by the collective bargaining agreement, but instead provided a third tier of benefits in the definition "average final compensation" for police officers hired before January 1, 2003; and

WHEREAS, in order to correct the Police Pension Fund so that it accurately reflects the 2009-2012 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; and

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

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

Section 1. Section 54-122 of Article V of Chapter 54 of the Code of Ordinances, City of Port Orange, Florida, is hereby amended to read as follows:

Sec. 54-122. Definitions.

Average final compensation for a participant hired on or before January 31, 2011, shall mean one-twelfth of the average annual compensation of the three highest years of service prior to the employee's normal retirement date. ~~Average final compensation for a participant hired after January 31, 2011 the effective date of this definition shall mean one-twelfth of the average annual compensation of the five highest years of service prior to the employee's normal retirement date. Effective January 31, 2011, annual compensation for all participants shall be as defined below. employees hired before January 1, 2003, means total earnings and compensation received by an employee, including overtime, details, assignment and shift pay, uniform allowance, and payment for accrued unused leave. Annual compensation for employees hired on or after January 1, 2003, shall be as defined below, except that any benefits accrued by employees hired on or after January 1, 2003, but before February 18, 2003, shall be preserved.~~

Section 2. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 3. 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 4. 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 _____, 2014.

Passed and adopted on second and final reading, this ____ day of _____, 2014.

Reviewed and Approved: _____


City Attorney

JOINT ANNUAL MEETING OF MEMBERS AND DIRECTORS OF
PORT ORANGE BUSINESS PARK
PROPERTY OWNERS ASSOCIATION, INC.

COUNCIL CHAMBERS – 6:30 P.M.

JANUARY 6, 2015

AGENDA

- A. ROLL CALL
- B. PROOF OF NOTICE OF MEETING OR WAIVER OF NOTICE
- C. CONSIDERATION OF MINUTES – December 10, 2013
- D. REPORTS OF OFFICERS
- E. REPORTS OF COMMITTEES – none established
- F. ELECTION OF DIRECTORS
 - 1. Term vacated by Dennis Kennedy expiring May 28, 2015
- G. ELECTION OF VICE PRESIDENT
- H. UNFINISHED BUSINESS – Resolution No. 14-1 has been renumbered to 15-1.
- I. NEW BUSINESS
 - 1. Resolution No. 15-1, 2015 Annual Budget and Assessments Adoption
 - 2. Extend Piggyback Agreement with Tif-Jen for right-of-way landscape maintenance services at Hockney Court, Port Orange, Florida
- J. ADJOURNMENT

ANY PERSON WHO DECIDES TO APPEAL ANY DECISION MADE BY THE PORT ORANGE BUSINESS PARK PROPERTY OWNERS' ASSOCIATION, INC. BOARD 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 TAKING AND PREPARATION OF A VERBATIM RECORD OF ALL TESTIMONY AND EVIDENCE OF THE PROCEEDING 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 DEPUTY 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.

**JOINT ANNUAL MEETING OF MEMBERS AND DIRECTORS OF
PORT ORANGE BUSINESS PARK
PROPERTY OWNERS ASSOCIATION, INC.**

January 6, 2015

I call the Annual Joint Meeting of the PORT ORANGE BUSINESS PARK PROPERTY OWNERS ASSOCIATION, INC., to Order.

- 1. Roll Call: Allen Green and Bill Rice**
- 2. Do I have a motion to accept the notice of meeting?
 Second? Voice vote**
- 3. Do I have a motion to approve the Minutes of the December 10, 2013, meeting?
 Second? Voice vote**
- 4. Do I have any reports of officers or committees?**

- 5. Current Directors:
 Allen Green
 Bill Rice
 _____ (term expires May 28, 2015 – vacant December 2, 2014)**

Election of member of the Board of Directors: Do I have a motion to elect the following to fill the vacant seat on the Board of Directors?

Second? Voice vote

- 6. Election of Officers: Do I have nominations to elect the following officer?**

Vice President: _____
Voice vote

- 7. Is there any unfinished business?**
- 8. Is there any new business?**
 1. Resolution No. 15-1, 2015 Annual Budget and Assessments Adoption
 2. Authorizing continuation of the piggyback agreement to March 31, 2015, with Tif-Jen for right-of-way landscape maintenance services at Hockney Court, Port Orange, Florida
- 9. Is there any further business? There being none, this meeting is adjourned.**



CITY OF PORT ORANGE

1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5500
FAX 386-756-5290
www.Port-Orange.org

December 19, 2014

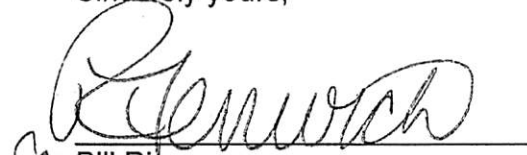
Port Orange Business Park Property Owners Association, Inc.
1000 City Center Circle
Port Orange, Florida 32129

Re: Notice of Joint Annual Meeting

Dear Board Members,

There will be a Port Orange Business Park Property Owners Association, Inc. meeting on **Tuesday, January 6, 2015**, in the Council Chambers at Port Orange City Hall, 1000 City Center Circle. This meeting will be held at approximately **6:30 p.m.** or as soon thereafter as reasonably practicable.

Sincerely yours,


for Bill Rice
Secretary



MEMORANDUM

TO: Members of the Port Orange Business Park Property Owners Association

FROM: Wayne Clark, Community Development Director

SUBJECT: Election of Director and Vice President

DATE: December 18, 2015

The current Port Orange Business Park Property Owners Association Directors are Allen Green, Dennis Kennedy and Bill Rice. Director Dennis Kennedy's term on the City Council ended on December 2, 2014. Therefore, the Members must elect a new Director to serve out Director Kennedy's current three-year term. Once elected, the new Director will also need to be appointed to serve out Director Kennedy's office as Vice President of the Association.

PORT ORANGE BUSINESS PARK PROPERTY OWNERS ASSOCIATION, INC.
JOINT ANNUAL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
DECEMBER 10, 2013

THE JOINT ANNUAL MEETING OF PORT ORANGE BUSINESS PARK
PROPERTY OWNERS ASSOCIATION, INC., was called to order by President
Allen Green at 6:00 p.m.

<u>Roll Call:</u>	Present:	Dennis Kennedy Bill Rice Allen Green
	Also Present:	Gregory A. Kisela, City Manager Margaret T. Roberts, City Attorney Robin Fenwick, City Clerk Shannon Lewis, Asst. City Manager

Proof of Notice of Meeting

Motion was made by Dennis Kennedy to waive the
meeting notice requirements, and Seconded by Allen
Green. Motion carried unanimously by voice vote.

Approval of Minutes

Motion was made by Dennis Kennedy to approve the
Minutes of November 13, 2012 as presented, and
Seconded by Allen Green. Motion carried
unanimously by voice vote.

Reports of Officers

None

Reports of Committees

None

Election of Directors

Shannon Lewis, Assistant City Manager, advised the Board that Jon Seegert is no long
with Raydon so a new member is needed. The owners have recommended Bill Rice to
serve out the vacation term of Jon Seegert. Member Kennedy asked when the term
expires. Ms. Lewis said November 12, 2015.

Motion was made by Dennis Kennedy to appoint Bill Rice, and Seconded by Allen Green. Motion carried unanimously by voice vote.

Election of Officers

Motion was made by Dennis Kennedy to appoint Bill Rice to serve as Secretary/Treasurer, and Seconded by Bill Rice. Motion carried unanimously by voice vote.

Unfinished Business

None

New Business

1. POBPPOA Resolution No. 13-1, 2014 Annual Budget and Assessments Adoption

Ms. Lewis advised that the City's mowing and maintenance contractor will continue to provide similar services to the POA. She recommends that the Board authorize City Staff and the City Attorney to obtain a contract.

Mayor Green read Resolution No. 13-1.

Motion to approve Resolution No. 13-1 including authorizing City Staff to obtain a contract relating to the mowing and maintenance was made by Member Kennedy, Seconded by Bill Rice. Motion carried unanimously by roll call vote.

There being no further business the meeting was adjourned.

ADJOURNMENT: 6:07 p.m.

Allen Green, President

Bill Rice, Secretary/Treasurer

PORT ORANGE BUSINESS PARK PROPERTY OWNERS ASSOCIATION, INC.

RESOLUTION NO. 15-1

A RESOLUTION OF THE PORT ORANGE BUSINESS PARK
PROPERTY OWNERS ASSOCIATION, INC., ADOPTING
THE 2015 BUDGET AND ASSESSMENT; SUPERSEDING
PRIOR RESOLUTIONS; AND PROVIDING AN EFFECTIVE
DATE.

WHEREAS, the Port Orange Business Park Property Owners Association, Inc., is a Florida not
for profit corporation duly organized and existing under the laws of the State of Florida; and

WHEREAS, the Board of Directors is required to establish the annual budget and establish
the amount of the annual assessment;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE PORT ORANGE
BUSINESS PARK PROPERTY OWNERS ASSOCIATION, INC., VOLUSIA COUNTY, FLORIDA, as follows:

Section 1: The Budget and Assessment attached hereto as **Attachment 1** is adopted.

Section 2: This resolution shall become effective and made part of the minutes of the
Port Orange Business Park Property Owners Association, Inc. immediately upon adoption.

PRESIDENT, Allen Green

ATTEST:

Secretary/Treasurer, Bill Rice

Adopted on the _____ day of _____, 2015

Reviewed and Approved: _____
City Attorney

Attachment 1

PROPOSED CALENDAR YEAR 2015 BUDGET & ASSESSMENTS

(Jan. 1, 2015-Dec. 31, 2015)

Revenues	Proposed 2015
Member Assessments	
V&P Property Group, LLC	8,167.92
City of Port Orange	7,167.92
Total Revenue	15,335.83

Expenditures	Proposed 2015
Administrative Services	1,000.00
Liability Insurance	835.83
Hockney Ct. Mowing/Maintenance	12,700.00
Common Area Mowing/Maintenance	0.00
Irrigation	800.00
Common Area Taxes	0.00
Total Expenditures	\$15,335.83

Item	Expense	V&P Assessment	City Contribution
Administrative Services	1,000.00	1,000.00	0.00
Liability Insurance	835.83	417.92	417.92
Hockney Court Mowing	12,700.00	6,350.00	6,350.00
Irrigation	800.00	400.00	400.00
Common Area Taxes	0.00	0.00	0.00
Total	15,335.83	8,167.92	7,167.92

Due January 1, 2015	2,041.98	1,791.98
Due April 1, 2015	2,041.98	1,791.98
Due July 1, 2015	2,041.98	1,791.98
Due October 1, 2015	2,041.98	1,791.98

Notes:

The City of Port Orange is exempt from assessments but has agreed to share in the prorated cost of liability insurance and landscape maintenance along Hockney Court until such time as the City's property is sold to another party.

V&P shall maintain, through its resources and/or staff, the common area mowing in a normal and customary manner and in accordance with Declaration of Covenants, Conditions, Restrictions, Reservations and Easements.

AMENDMENT AND EXTENSION OF STANDARD CONTRACT FOR SERVICES

THIS AMENDMENT AND EXTENSION OF STANDARD CONTRACT FOR SERVICES ("Extension") is made and entered into the day and year set forth hereinafter by and between the CITY OF PORT ORANGE, FLORIDA, a Florida municipal corporation located at 1000 City Center Circle, Port Orange, Volusia County, Florida 32129-4144 (the "City"), and TIF-JEN, Inc., a Florida corporation whose principal address is 824 Chickadee Drive, Port Orange, Florida 32127 (the "Contractor"). (The City and the Contractor are hereinafter collectively referred to as the "Parties.")

WHEREAS, the Parties entered into a Standard Contract for Services on May 1, 2011 (the "Contract"); and

WHEREAS, the Contract provided for an initial term of one year, with five (5) optional one-year extensions upon written agreement of the parties; and

WHEREAS, the parties exercised the first renewal option for the period April 1, 2012 through March 31, 2013; and

WHEREAS, the parties exercised the second renewal option for the period April 1, 2013 through March 31, 2014; and

WHEREAS, the Parties desire to exercise the third renewal option for the period April 1, 2014 through March 31, 2015, as set forth in this Extension; and

WHEREAS, the parties desire to amend the requirements for cancellation of the Contract by the Parties.

NOW, THEREFORE, the Parties, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. The term of the Contract is hereby extended for a one (1) year period, commencing April 1, 2014, and expiring at midnight on March 31, 2015.

2. The Contract may be terminated by Contractor upon ninety (90) days written notice to the City for any or no reason. The Contract may be terminated by the City upon written notice to the Contractor at any time for any or no reason.

3. All other terms and conditions of Contract shall remain in full force and effect.

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

IN WITNESS WHEREOF, the Parties hereto have signed, sealed, and delivered this Extension on the day and year stated hereinafter.

[remainder of page intentionally left blank]

Witnesses:

TIF-JEN, INC.

A Lamb
Printed Name: Amanda Lamb

By: [Signature]
Robert A. Loosch, President

[Signature]
Printed Name: [Signature]

Date: 3-24-14

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 24 day of March, 2014 by Robert A. Loosch, as President of Tif-Jen, Inc. a Florida corporation, and who:

(Notary: Please select one)

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



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

Witnesses:

Theresa Gutierrez
Printed Name: Theresa Gutierrez

City of Port Orange

By: *Allen Green*
Allen Green, Mayor

Barbara J. Abbate
Printed Name: Barbara J. Abbate

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

Date: March 25, 2014

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 25 day of March, 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.

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



**FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS****Detail by Entity Name****Florida Non Profit Corporation**

PORT ORANGE BUSINESS PARK PROPERTY OWNERS' ASSOCIATION, INC.

Filing Information

Document Number	N09000005284
FEI/EIN Number	270292485
Date Filed	05/29/2009
State	FL
Status	ACTIVE

Principal Address1000 CITY CENTER CIRCLE
PORT ORANGE, FL 32129

Changed: 02/19/2010

Mailing Address1000 CITY CENTER CIRCLE
PORT ORANGE, FL 32129

Changed: 02/19/2010

Registered Agent Name & AddressROBERTS, MARGARET T., Esq.
1000 CITY CENTER CIRCLE
PORT ORANGE, FL 32129

Name Changed: 08/06/2014

Address Changed: 02/22/2013

Officer/Director Detail**Name & Address**

Title DP

GREEN, ALLEN
1000 CITY CENTER CIRCLE
PORT ORANGE, FL 32129

Title DVP

KENNEDY, DENNIS

1000 CITY CENTER CIRCLE
PORT ORANGE, FL 32129

Title DST

RICE, BILL
1420 HOCKNEY COURT
PORT ORANGE, FL 32128

Annual Reports

Report Year	Filed Date
2013	02/22/2013
2014	04/22/2014
2014	08/06/2014

Document Images

08/06/2014 -- AMENDED ANNUAL REPORT	View image in PDF format
04/22/2014 -- ANNUAL REPORT	View image in PDF format
02/22/2013 -- ANNUAL REPORT	View image in PDF format
04/10/2012 -- ANNUAL REPORT	View image in PDF format
03/24/2011 -- ANNUAL REPORT	View image in PDF format
02/19/2010 -- ANNUAL REPORT	View image in PDF format
05/29/2009 -- Domestic Non-Profit	View image in PDF format

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State of Florida, Department of State



CITY OF PORT ORANGE

CITIZEN SIGN-UP SHEET

NON-AGENDA ITEMS

If you wish to appear before the City Council this evening to speak about any issue **NOT ON THE PRINTED AGENDA**, you may do so during the **CITIZEN PARTICIPATION** portion of the meeting. Please complete the information below.

PLEASE PRINT LEGIBLY:

DATE: Dec. 9, 2014 NAME: Frankie Raley

ADDRESS: 101 Palm Castle Drive

TELEPHONE NUMBER: 386) 444-0629

TOPIC OF DISCUSSION: I did not use or lose the
water or sewer, also had no leak! Please
take this off my bill.

CONSENT AGENDA ITEMS

If you wish to discuss an item listed under **CONSENT AGENDA**, please complete the information below.

PLEASE PRINT LEGIBLY:

DATE: _____ NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

CONSENT AGENDA ITEM NUMBER(S): _____



Parkwood
Mobile Home Community
4000 South Nova Road
Port Orange, Florida 32127
PHONE: 386/761-0411

12/8/14

City of Port Orange Water Department

To Whom This May Concern,

This letter is in reference to a supposed water leak at lot 101 Palm Castle Dr., located in Parkwood Mobile Home Community. Your water meter reader on 5/16/14 read a high consumption of water, 54,000 gallons. Head of Parkwood maintenance, Dennis Martin, was called to check for a possible leak. The water meter register was not moving. Dennis checked the ground line from the meter to the home and there was no leak. The homeowner has all brand new water saver toilets which were all working perfectly. There was no visible water in the meter pit or on the surface of the ground, over the entire lot. Parkwood maintenance reported all of their findings to our office, which instructed Dennis to install a new meter register at this time. Homeowner has had all normal water usage since new register was installed. Homeowner was not away during this supposed usage. It is my opinion that the meter register malfunctioned, or the meter reader equipment was inaccurate. The home was tagged and noted that the register was not turning (indication of no leak). This home is occupied by a single mother with two small children with a history of normal average water usage. It is my opinion that the water meter register must have malfunctioned. Dennis Martin, our maintenance supervisor has seen it many times before. Please take all of this into consideration upon making your final decision in this matter.

Thank you,

Dennis Martin

Parkwood Maintenance Supervisor

CITY OF PORT ORANGE

Meter Reading Department

Port Orange, Florida 32127

(386) 506-5720

Service Type: ☒ Water ☐ Reclaim ☐ Sprinkler

Address: 101 PALM CASTLE

Date: 5-16-14

- ☐ Please trim back landscape over meter.
- ☐ Bill may be estimated, meter blocked by _____.
- ☐ Found a leak (customer's side).
- ☐ Water was shut off at the valve in the meter box.
- ☒ Water consumption up. Please check for possible leak.
- ☐ Service person came by to turn service on but had to leave off because of an open tap or leak on customer's side.
- ☐ Please have plumber or yourself turn service on when ready at valve approximately 6 inches behind meter in meter box. *(Remove lid. Turn the valve, which looks like old stove knob, 1/4 turn counterclockwise with a wrench.)*
- ☐ Verified read taken on _____.
- ☐ Read correct/incorrect. Consumption currently 54, previously _____ thousand gallons.
- ☐ Meter moving slow / fast (indicating a possible leak).
- ☒ Meter not moving (indicating no leak when we were there).
- ☐ A \$35.00 charge will be applied to your account for a return visit.
- ☐ A \$70.00 charge will be applied for service after standard business hours.
- ☐ Other: _____

Office Use: Frankie Raley (Last, First) Cycle: 03 Route: 43
Cust Name: Frankie Raley (Last, First)

Denied Yes No / :



Sewer Adjustment Request

1000 City Center Circle
Port Orange, Florida 32129
Phone: 386-506-5720 Fax: 386-506-5711
Email: customerservice@port-orange.org

Account Number: 132563-16318
Customer Name: Frankie Raley
Location Address: 101 Palmcastle Dr
Contact Phone Number: 407-914 7388

Reason for Request:

- ☐ Pool Fill: approx. Gals. _____
☐ Water Leak
☒ Other: faulty meter
privately owned.

Customer Signature: Frankie Raley

Today's Date: 6/2/14

Date Occurred: 4/9/14 and 5/16/14

Date repairs were completed: 5/19/14

***** Please attach a copy of the repair bills *****

Please note this request is subject to approval

Comments:

Customer did not use or loose the water or sewer - verified per a contract and Parkwood this was a meter issue not a water leak. Verification attached. Meter was exchanged to correct issue.

In Office /

Mail _____

Email _____

Fax _____

Date April - Repet KEZ
May & June

New water Meter Register

#101 Palm Castle (Parkwood)

SER# 715 174 28

Reading 0000,000.4

OLD Reading 0,325,893.1

Installed 5-22-14 2:00 pm

by Dennis
Parkwood Maintenance

To Whom It May Concern,

I checked out for J. Raley
Lot 101 Parkwood Mobile Homes
for any leaks in her water
lines. I ran a pressure test
as well as visual inside her
home and under her
home. There were NO
Leaks. This work was done
during the week of May 19,
2014.

Maury E. Raley II

Vol # 10101810



08/20/2013

Growth and Resource Management
123 West Indiana Avenue
DeLand, FL 32720

CONTRACTOR LICENSE

677414

To: MAXIE E. RALEY II
2822 NORDMAN AV.
NEW SMYRNA BEACH, FL 32168

CUT ON SOLID LINE AND KEEP ON PERSON AT ALL TIMES.

Competency Card	
VOL # 10101810	EXPIRES 09/30/2015
THIS CERTIFIES MR. MAXIE E. RALEY II	
MAXIE E. RALEY II	
IS LICENSED AS A 08 JOURNEYMAN PLUMBER	
IN THE COUNTY OF VOLUSIA, FLORIDA	
BY	
VOLUSIA COUNTY CLCA	
BUILDING OFFICIAL	
Competency cards not renewed before December 31st shall require appeal to the Chief Building Official.	
CLCA. Competency cards not renewed before December 31st of the following year shall be null & void. Re-examination or reciprocity will be the only accepted relicensing procedures.	

Billing Statement

City of Port Orange

Account number : 132563-16318

Location address: 101 PALM CASTLE DR
PORT ORANGE FL

Customer name : RALEY, FRANKIE LYNN

Mailing address : 101 PALM CASTLE DR

:

City /State /Zip: PORT ORANGE FL 321274842

Bill date: 1/17/14 Due date: 2/06/14

Balance forward : 57.36

Payments / adj. : .00

Current charges : 67.36

Bill amount : 124.72

Reading Information

<u>Service</u>	<u>Read Date</u>	<u>Type</u>	<u>Meter number</u>	<u>Days</u>	<u>Actual</u> <u>Consumption</u>	<u>Demand</u>
WA	1/06/14	Regular	57871413	28	3.00	.00

Current Charge Detail

<u>Code</u>	<u>Description</u>	<u>Amount</u>
EG	ENERGY GARBAGE	1.56
ES	ENERGY FEE SEWER	1.44
EW	ENERGY FEE WATER	1.74
GA	GARBAGE/RECYCLING	13.29
LF	LANDFILL FEE	3.46
SW	SEWER	19.80
WA	WATER	14.45
	TAXES	1.62
	MISC. CHARGES	10.00
	Total Actual Charges	67.36

Balance: 554.77 as of 12/09/14

Billing Statement

City of Port Orange

Account number : 132563-16318
 Location address: 101 PALM CASTLE DR
 PORT ORANGE FL

Customer name : RALEY, FRANKIE LYNN
 Mailing address : 101 PALM CASTLE DR
 :
 City /State /Zip: PORT ORANGE FL 321274842

Bill date: 2/20/14 Due date: 3/12/14

Balance forward : 67.36
 Payments / adj. : .00
 Current charges : 67.36
 Bill amount : 134.72

Reading Information

Service	Read Date	Type	Meter number	Days	Actual Consumption	Demand
WA	2/12/14	Regular	57871413	37	3.00	.00

Current Charge Detail

Code	Description	Amount
EG	ENERGY GARBAGE	1.56
ES	ENERGY FEE SEWER	1.44
EW	ENERGY FEE WATER	1.74
GA	GARBAGE/RECYCLING	13.29
LF	LANDFILL FEE	3.46
SW	SEWER	19.80
WA	WATER	14.45
	TAXES	1.62
	MISC. CHARGES	10.00
	Total Actual Charges	67.36

Balance: 554.77 as of 12/09/14

Billing Statement

Fa

City of Port Orange

Account number : 132563-16318

Location address: 101 PALM CASTLE DR
PORT ORANGE

FL

Customer name : RALEY, FRANKIE LYNN

Mailing address : 101 PALM CASTLE DR

City /State /Zip: PORT ORANGE FL 321274842

Bill date: 3/20/14 Due date: 4/09/14

Balance forward : 22.36

Payments / adj. : .00

Current charges : 93.93

Bill amount : 116.29

Reading Information

<u>Service</u>	<u>Read Date</u>	<u>Type</u>	<u>Meter number</u>	<u>Days</u>	<u>Actual</u> <u>Consumption</u>	<u>Demand</u>
WA	3/10/14	Regular	57871413	26	2.00	.00

Current Charge Detail

<u>Code</u>	<u>Description</u>	<u>Amount</u>
EG	ENERGY GARBAGE	1.56
ES	ENERGY FEE SEWER	.72
EW	ENERGY FEE WATER	1.16
GA	GARBAGE/RECYCLING	13.29
LF	LANDFILL FEE	3.46
SW	SEWER	15.75
WA	WATER	11.70
	TAXES	1.29
	MISC. CHARGES	45.00
	Total Actual Charges	93.93

Balance: 554.77 as of 12/09/14

UT300I01

City of Port Orange
Customer/Location Consumption History Inquiry12/09/14
15:23:37

Customer ID: 132563 Name: RALEY, FRANKIE LYNN

Location ID: 16318 Addr: 101 PALM CASTLE DR

Cycle/Route: 03 43

Initiation date : 2/29/08

Termination date: 0/00/00

Amount due: \$554.77

Pending : \$10.00

Customer status: A Customer/Location status: A

Type options, press Enter.

1=Select 5=View detail 6=Display comment codes

Service	Reading	Actual	Actual		Meter	Est	Cmnt
Opt Code	Type	Date	Consumption	Demand	Days	Number	CD CD
WA	REG	5/16/14	54.00	.00	37	57871413	
WA	REG	4/09/14	14.00	.00	30	57871413	
WA	REG	3/10/14	2.00	.00	26	57871413	
WA	REG	2/12/14	3.00	.00	37	57871413	
WA	REG	1/06/14	3.00	.00	28	57871413	
WA	REG	12/09/13	3.00	.00	28	57871413	
WA	REG	11/11/13	4.00	.00	33	57871413	
WA	REG	10/09/13	3.00	.00	27	57871413	+

F5=Exit F5=Print history

F6=Meter inventory

F7=Meter svc info

F2=Pending/history trans

F9=Budget trans

F24=More keys

Customer ID: 132563 Name: RALEY, FRANKIE LYNN

Location ID: 16318 Addr: 101 PALM CASTLE DR

Cycle/Route: 03 43

Initiation date: 2/29/08

Termination date: 0/00/00

Amount due: \$554.77

Pending: \$10.00

Customer status: A Customer/Location status: A

Type options, press Enter.

1=Select 5=view detail 6=Display comment codes

Service	Reading	Actual	Actual		Meter	Est	Cmnt
Code	Type	Date	Consumption	Demand	Days	Number	CD CD
WA	REG	11/04/14	3.00	.00	29	57871413P	
WA	REG	10/06/14	2.00	.00	27	57871413P	
WA	REG	9/09/14	3.00	.00	35	57871413P	
WA	REG	8/05/14	2.00	.00	27	57871413P	16
WA	REG	7/09/14	1.00	.00	28	57871413P	
WA	REG	6/11/14	1.00	.00	20	57871413P	
WA	SET	5/22/14	.00	.00		57871413P	
WA	OUT	5/22/14	1.00	.00	6	57871413	+

=Exit F5=Print history

F6=Meter inventory

F7=Meter svc info

=Pending/history trans

F9=Budget trans

F24=More keys

Billing Statement

City of Port Orange

Account number : 132563-16318

Location address: 101 PALM CASTLE DR
PORT ORANGE FL

Customer name : RALEY, FRANKIE LYNN

Mailing address : 101 PALM CASTLE DR

City /State /Zip: PORT ORANGE FL 321274842

Bill date: 6/19/14 Due date: 7/09/14

Balance forward : 736.62

Payments / adj. : .00

Current charges : 49.29

Bill amount : 785.91

Reading Information

Service	Read Date	Type	Meter number	Days	Actual Consumption	Demand
WA	6/11/14	Regular	57871413P	20	1.00	.00
WA	5/22/14	Set	57871413P		.00	.00
WA	5/22/14	Out	57871413	6	1.00	.00

Current Charge Detail

Code	Description	Amount
EG	ENERGY GARBAGE	1.56
ES	ENERGY FEE SEWER	.72
EW	ENERGY FEE WATER	1.16
GA	GARBAGE/RECYCLING	17.11
SW	SEWER	15.75
WA	WATER	11.70
	TAXES	1.29
	Total Actual Charges	49.29

Balance: 554.77 as of 12/09/14

Billing Statement

City of Port Orange

Account number : 132563-16318

Location address: 101 PALM CASTLE DR
PORT ORANGE FL

Customer name : RALEY, FRANKIE LYNN

Mailing address : 101 PALM CASTLE DR

City /State /Zip: PORT ORANGE FL 321274842

Bill date: 7/17/14 Due date: 8/06/14

Balance forward : 736.62

Payments / adj. : .00

Current charges : 42.89

Bill amount : 779.51

Reading Information

Service	Read Date	Type	Meter number	Days	Actual Consumption	Demand
WA	7/09/14	Regular	57871413P	28	1.00	.00

Current Charge Detail

Code	Description	Amount
EG	ENERGY GARBAGE	1.56
EW	ENERGY FEE WATER	.58
GA	GARBAGE/RECYCLING	17.11
SW	SEWER	11.70
WA	WATER	10.80
	TAXES	1.14
	Total Actual Charges	42.89

Balance: 554.77 as of 12/09/14



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 01/06/2015

Consent item: No

SUBJECT: Council Discussion on Goals

DEPARTMENT: City Clerk

RECOMMENDED MOTION:

SUMMARY: At the November 5, 2014 City Council Meeting, Council asked that a discussion on the top ten (10) goals for the City be placed on this agenda. As a starting point the Goals and Objectives identified during the Council's January 11, 2014 Strategic Planning Workshop are attached. The items with the blue check marks were identified as the top ten goals. On the third page is a list of the top six priorities.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	2014 Goals and Objectives	2014 Goals and Objectives.pdf
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Fenwick, Robin
Harden, David

Created/Initiated - 12/11/2014
Final Approval - 12/30/2014

of each objective) is considered a priority. The rest of the objectives are listed as other. There is no significance to the order in which the goals and objectives are listed.

GOALS AND OBJECTIVES

GOAL - FISCAL ISSUES

Priority Objectives

- ✓ (4) Clear, representative quarterly reports (tracked monthly) to council on financial status of city (P&L, balance sheet, etc.)
- ✓ (3) Develop annual plan for funding long term obligations – pensions, bonds, etc.

Other Objectives

- (1) Create regular reports on the impact of budget amendments on the reserve
- (0) Review and revise if needed fiscal policies and practices (reserve)

GOAL - DEVELOPMENT/ REDEVELOPMENT

Priority Objectives

- ✓ (4) Review and revise as needed codes and zoning for consistency with comp plan and council approval (clarity, uniformity)
- ✓ (3) Finalize and implement plan for River Walk

Other Objectives

- (0) Review the strategies for redevelopment of Ridgewood and continue implementation
- (0) Develop strategies for maintaining viable neighborhoods

GOAL - COMMUNICATION – INTERNAL AND EXTERNAL
Other Objectives

- ✓ (1) Develop a plan to improve internal communication
 - Timeliness
 - Council/staff – 2-way
 - Council – intra
 - Employees – 2-way
- (0) Develop a plan to improve 2-way external communication
 - Citizen Advisory Boards
 - Citizen connection program
 - Effectiveness of outreach methodologies (social media, website, newsletter, TV, etc.)
 - Intergovernmental relations

GOAL - PARKS AND RECREATION
Priority Objective

- ✓ (4) Develop master plan for Parks and Recreation (visionary with advisory committee; needs assessment)

Other Objectives

- (1) Develop a plan for Riverside Trail
- (1) Renovation and redevelopment of golf course
- (0) Produce “open space” map

GOAL - PUBLIC SERVICES
Other Objectives

- ✓ (2) City-wide succession plan for all departments (police department, command structure)
- ✓ (2) Update emergency management plan and relocation of EOC
- ✓ (2) Study of distribution of officers geographically and tasks – staffing levels and standards of cover study for Fire Department

- (1) Implementation of community and problem solving policing plan

GOAL – INFRASTRUCTURE

Priority Objective

- ✓(4) Develop beautification plan for entire city – medians, rights of way, city facilities, etc.
(includes maintenance)

Other Objective

- (2) Develop master plan for infrastructure for repair, replacement and new with contingency plans (funding)



PRIORITY OBJECTIVES

- (4) Clear, representative quarterly report (tracked monthly) to council on financial status of city (P&L, balance sheet, etc.)
- (4) Review and revise as needed codes and zoning for consistency with comp plan and council approval (clarity, uniformity)
- (4) Develop master plan for Parks and Recreation (visionary with advisory committee; needs assessment)
- (4) Develop beautification plan for entire city – medians, rights of way, city facilities, etc.
(includes maintenance)
- (3) Finalize and implement plan for River Walk
- (3) Develop annual plan for funding long term obligations – pensions, bonds, etc.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 01/06/2015

Consent item: No

SUBJECT: Services Agreement with Port Orange/South Daytona Chamber (**Tabled 12/9/14**)

DEPARTMENT: City Manager

RECOMMENDED MOTION:

SUMMARY:

ITEM TABLED ON 12/9/14

For a number of years the City has had an agreement with the Port Orange/South Daytona Chamber of Commerce under which the Chamber provided certain specified business development services for the City. The attached proposed Agreement would continue those services for two more years, that is until September 30, 2016. The Agreement is subject to being canceled by either party upon thirty days notice.

Services to be provided are specified in Attachment A, which is pages 9 & 10 of the attachment. The Chamber is to bill the City quarterly for those services actually provided in the preceding quarter, and the City would reimburse the Chamber up to a maximum of \$20,000 per year.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

Fenwick, Robin

Created/Initiated - 12/12/2014



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 01/06/2015

Consent item: No

SUBJECT: Resolution No. 14-82- Adopting New Water, Wastewater and Reclaimed Water Rates (**Tabled 12/9/14**)

DEPARTMENT: Finance

RECOMMENDED MOTION: Approve Resolution 14-82.

SUMMARY: TABLED ON 12/9/14

In October 2013 the City hired Public Resources Management Group (PRMG) to prepare a water, wastewater and reclaimed water rate study. Representatives of PRMG will attend to present the results of their study and their recommendations which were prepared in consultation with City Finance Department staff and the City Manager. Copies of their study and the presentation they will be making to City Council are attached.

The resolution which is attached implements the recommendations of the consultant and moves toward a simpler and more equitable rate structure.

Project Funding Account
No.: No.:

ATTACHMENTS:

1.	Reso. No. 14-82	Reso. No. 14-82.pdf
2.	Water, Wastewater & Reclaimed Water Rate Study (final)	Port Orange Report Utility Rate Study Report 12_09_2014-signed.pdf
3.	Water, Wastewater, & Reclaimed Water Presentation (final)	Port Orange Utility Rate Study Presentation 12_09_2014.pptx

Fenwick, Robin

Created/Initiated - 12/12/2014

RESOLUTION NO. 14-82

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, ESTABLISHING THE PURPOSE FOR REVISED UTILITY SERVICE FEES, RATES AND CHARGES; ESTABLISHING SCHEDULE OF MONTHLY WATER CHARGES; ESTABLISHING SCHEDULE OF MONTHLY SEWER CHARGES; ESTABLISHING CHARGES AND RATES FOR RECLAIMED WATER SYSTEM; SUPERSEDING PRIOR RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 74 of the Code of Ordinances of the City of Port Orange, Florida, provides for the establishment of certain utility fees and charges by resolution of the City Council; and

WHEREAS, said Chapter 74 requires the annual review and adjustment of utility fees and charges by the City Council, and a rate study and analysis has been completed resulting in recommended rate changes as reflected herein; and

WHEREAS, the City Council has determined that the rates reflected herein are fair and equitable and necessary to fund the proper operation of the City's water and sewer system.

WHEREAS, the City Council has found that the City of Port Orange, Florida, Land Development Code, Chapter 2, Section 2, defines "Dwelling" and further that each equivalent living unit as defined by Chapter 74 of the Code of Ordinance of the City of Port Orange, Florida, is determined by using a fixture or dwelling unit basis depending on whether the service is motel, hotel, commercial and industrial, or residential, respectively.

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

Section 1. Purpose.

The City Council finds that adjustments are necessary to offset the change in price of labor, materials, non-operating cost, and requirements of the bond covenants.

PART A – DEVELOPMENT AND GROWTH RELATED FEES

Section 2. Development Fee Schedule – Water and Sewer Service.

The Development Fees shall be as follows:

A. **Inside City Limits:**

1. For each equivalent living unit connected to the system (including: single family or multiple family on a public or private utility systems):

<u>Water Service Development Fee</u>	\$ 1,555.00
<u>Sewer Service Development Fee</u>	\$ 1,540.00

2. For each campsite, space or other facility for temporary use in a campground or recreational park connected to the system:

<u>Water Service Development Fee</u>	\$ 622.00
<u>Sewer Service Development Fee</u>	\$ 616.00

3. For each motel, hotel, commercial or industrial use connected to the system:

<u>Water Service Development Fee</u>	\$1,555.00 per equivalent living unit at a minimum plus an amount computed as follows:
--------------------------------------	--

<u>NUMBER OF FIXTURE UNITS</u>	<u>AMOUNT PER FIXTURE UNIT</u>	<u>EACH FIXTURE UNIT OVER</u>
0-15	\$ 0.00	0
16-30	103.67	15
31 & Above	77.75	30

<u>Sewer Service Development Fee</u>	\$ 1,540.00 per equivalent living unit plus the following amount:
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<u>NUMBER OF FIXTURE UNITS</u>	<u>AMOUNT PER FIXTURE UNIT</u>	<u>EACH FIXTURE UNIT OVER</u>
0-15	\$ 0.00	0
16-30	102.67	15
31 & Above	77.00	30

B. Outside City Limits:

1. For each equivalent living unit connected to the system (Including: single family or multi-family for a public or private utility systems):

<u>Water Service Development Fee</u>	\$ 1,805.00
<u>Sewer Service Development Fee</u>	\$ 1,868.00

2. For each campsite, space or other facility for temporary use in a campground or recreational park connected to the system:

<u>Water Service Development Fee</u>	\$ 722.00
<u>Sewer Service Development Fee</u>	\$ 747.00

3. For each motel, hotel, commercial or industrial use connected to the system:

Water Service Development Fee \$1,805.00 per equivalent living Unit plus the following amount:

<u>NUMBER OF FIXTURE UNITS</u>	<u>AMOUNT PER FIXTURE UNIT</u>	<u>EACH FIXTURE UNIT OVER</u>
0-15	\$ 0.00	0
16-30	120.33	15
31 & Above	90.25	30

Sewer Service Development Fee \$ 1,868.00 per equivalent living unit plus the following amount.

<u>NUMBER OF FIXTURE UNITS</u>	<u>AMOUNT PER FIXTURE UNIT</u>	<u>EACH FIXTURE UNIT OVER</u>
0-15	\$ 0.00	0
16-30	124.53	15
31 & Above	93.40	30

C. City of Daytona Beach Shores: (treatment only)

1. For each equivalent living unit connected to the system (including: single family and multi-family for public or private utility systems):

Sewer Service Development Fee \$ 956.00

2. For each motel, hotel, commercial or industrial use connected to the system:

Sewer Service Development Fee \$ 956.00 per equivalent living unit plus the following amount:

<u>NUMBER OF FIXTURE UNITS</u>	<u>AMOUNT PER FIXTURE UNIT</u>	<u>EACH FIXTURE UNIT OVER</u>
0-15	\$ 0.00	0
16-30	63.73	15
31 & Above	47.80	30

Each additional equivalent living unit occasioned by changes in property usage subsequent to the effective date of this resolution shall be subjected to a Development Fee computed in accordance with the foregoing criteria.

Section 3. Connection Charges for Water Service Potable & Reclaimed

Connection Charges

Connection charges are not refundable and are due and payable prior to connection or reconnection to the utility system.

A. Inside City Limits:

The following charges shall be required for each connection made to the utility system inside the City limits:

<u>METER SIZE</u>	<u>CONNECTION CHARGE</u>	
	<u>POTABLE</u>	<u>RECLAIMED/IRRIGATION</u>
¾ inch	\$ 605	\$ 605
1 inch	825	825
1 ½ inch	980	980
2 inch	1,905	1,535
3 inch or larger	425 + actual material & labor	

B. Outside City Limits:

The following charges shall be required for each connection made to the water system outside the City limits:

<u>METER SIZE</u>	<u>CONNECTION CHARGE</u>
	<u>POTABLE</u>
¾ inch	\$ 755
1 inch	1,030
1 ½ inch	1,225
2 inch	2,380
3 inch or larger	530 + actual material & labor

If a pressure main tap is required to complete connection, the pressure main tapping charge set forth in Section 12 of this Resolution shall be added to the connection charge. Charges for new service extensions shall be based on actual material, labor and equipment costs.

Section 4. Connection Charges for Sewer Service.

There shall be no charge for a service connection made to the sewer system if such service connection is made at the same time as construction of sewer mains and is developer-installed. However, if a service connection is required after construction of the sewer main, or if the City pays for a service connection concurrent with a line extension, then the City will provide materials and labor to bring the service main to the property line of the lot or parcel to be connected and a minimum charge of \$1,400.00 per service connection shall apply. The actual connection charge may be greater than the minimum charge if the actual cost to the City is greater than the minimum charge set forth in this section.

PART B – DEPOSITS AND VARIOUS UTILITY RELATED CHARGES**Section 5. Application and Deposits for Service.**

A. PRIMARY UTILITY METER DEPOSIT

Upon a request for utility service at a new location, including water, sewer, reclaimed and garbage, the following minimum deposit (for each meter: potable; reclaimed; or pre-existing irrigation) shall be required for each new or existing customer. Where the property has changed hands, a new deposit will be required in the name of a deed holder.

For estates where the surviving spouses' name is on the deed, the deposit will be transferred to an account in the surviving spouses' name. In cases of divorce, a new deposit will be required unless the court instructs otherwise.

MINIMUM DEPOSIT – FOR PRIMARY METER ARE AS FOLLOWS:

<u>METER SIZE</u>	<u>Owner of Property</u>	<u>Tenant</u>
¾ inch	\$ 100.00	\$ 175.00
1 inch	\$ 200.00	\$ 350.00
1 ½ inch	\$ 300.00	\$ 525.00
2 inch	\$ 760.00	\$ 1,330.00
3 inch	\$ 1,050.00	\$ 1,838.00
4 inch	\$ 1,400.00	\$ 2,450.00
6 inch	\$ 3,500.00	\$ 6,125.00
8 inch	\$ 4,200.00	\$ 7,350.00
10 inch	\$ 6,000.00	\$10,500.00

B. DEPOSITS IN ADDITION TO PRIMARY METER – AT SAME ADDRESS

In addition to the primary meter above for single family homes (owner occupied) an additional deposit will be required for an additional tenant reclaimed or potable meter. ADDITIONAL METER DEPOSITS ARE AS FOLLOWS:

<u>Meter Size</u>	<u>Owner Occupied Reclaimed Meter</u>	<u>Tenant Reclaimed or Potable Meter</u>
¾ inch	\$ 35.00	\$ 80.00
1 inch	\$ 70.00	\$ 160.00
1.5 inch	\$ 105.00	\$ 240.00
2 inch	\$ 266.00	\$ 608.00
3 inch	\$ 367.50	\$ 840.00
4 inch	\$ 490.00	\$ 1,120.00

C. Multiple Property Ownership – Single Customer - Shared Deposit – The following minimum deposit for utility (potable water and reclaimed) service shall be required for each customer owning multiple properties (In addition to Section 5A) serviced by a ¾ - inch meter or owning one (1) parcel of rental property serviced by multiple meters:

NUMBER OF UNITS OR METERS MINIMUM DEPOSIT

Three (3) or less	\$100.00
Four (4) or more	\$100.00 plus \$35.00 for each additional unit or meter over three (3)

D. For customer who has been charged the reconnect fee subsequent to a disconnect for non-payment two times within a twelve month period, or has a credit history evidencing delinquent payments on their accounts, an additional deposit equal to two (2) month's average bills shall be required. All accounts processed for discontinuation of service for non-payment shall be required to pay the reconnect fee whether service has been interrupted or not.

- E. The application shall require background and credit history information. Should an applicant refuse to provide a valid driver's license or State of Florida issued identification card the applicant shall be required to provide a credit report from a nationally recognized credit reporting company. Prior to utility service initiation, utility customers at new service locations shall provide proof of ownership or for tenants, a lease agreement showing parties to the lease.
- F. The deposits outlined in this section apply to all residential and commercial property owners and are not refundable until disposition or demolition of structures. Deposits will be applied after the initiation of the collections process. Tenant deposits will be applied or refunded as applicable.

Section 6. Portable Water Meter Charges

- A. Portable Truck Mounted Meters – Upon receipt of the meter, the customer will pay a security deposit equal to the actual cost of the meter. Upon return of the meter in good working condition, the individual or firm will receive a refund equal to 85% of the cost of the original meter reduced by the replacement cost of the any damaged meter components.
- B. Cart Mounted Meter with Backflow Device - The customer will pay \$1,500.00 security deposit upon receipt of the portable meter. Upon return of the meter in good working condition, the individual or firm will receive a refund of the lesser of \$1,275.00 or this amount reduced by replacement cost of the damaged meter and/or other components. All portable meters must be read or usage reported monthly and charged a standard inside commercial water rate based on their meter size plus a \$25.00 monthly processing fee. It is the responsibility of the customer to bring the meter into the Customer Service or Meter Reading Office to be read. Under special circumstances that include semi-permanently installed meters and upon notification of the location of the meter, the City will read the meter on site. If the customer fails to cause the meter to be read on a monthly basis, a penalty equal to two (2) times the estimated usage will be charged. If Portable Water Meters are destroyed, damaged, or abused, the Finance Director or Designee shall notify the utility customer that all future connections to the City water system of any nature shall be made only by City staff and that any future use of portable meters by such utility customer is prohibited. Where abuse has been determined, the utility account established by the customer for a portable meter shall be closed, the meter and backflow prevention device shall be returned to the City immediately, and a penalty equal to three (3) times the estimated dollar amount of the repair plus \$105 will be assessed.

Section 7. Account Service Charges.

- A. There will be a \$40.00 service charge for a new account or reconnect to turn on water where connection to the water system and installation of a meter has previously been made. The charge is not applicable to the original connection to the water system and installation of a meter.

- B. There will be an \$80.00 service charge for a new account or reconnect requiring unscheduled service or service on the same day to turn on water where connection to the water system and installation of a meter have previously been made.
- C. If more than one (1) meter exists at a single location (such as meters for reclaimed water), only one (1) service charge shall apply if all meters at the location are turned on or off during the same service call.
- D. All service charges on an unpaid balance will be computed as if total consumption occurred during the first month after the date the meter was previously read.
- E. If the water meter is tampered with by action of the customer, tampering fees as outlined by City Ordinance and Florida Statute apply. The minimum fee for tampering will be three times the estimated dollar amount of service unlawfully obtained plus a \$105.00 service charge.

Section 8. Extraordinary Service Call Charges.

- A. Extraordinary service calls outside of regular maintenance (for example, locating a meter covered during grading or sodding on the property, unplugging sewer stoppages, or repairing damages attributable to customer activity) shall require a minimum \$40.00 service charge. Additionally, the customer will be billed for the cost of regaining access to the meter and restoring service, and for any damage to the meter or utility system caused by building, construction or other activity on the property or any other reason.
- B. Extraordinary service calls outside of regular maintenance requiring service on Saturdays, Sundays, holidays or after 2:00 p.m., Monday through Friday shall require a \$105.00 service charge together with the additional charges set forth in Paragraph A of this section.
- C. Service charges for extraordinary service calls related to temporary utility reconnection for home inspection shall be paid in advance of the service call. Notice of temporary reconnection shall be provided to the City at least twenty-four (24) hours in advance.

Temporary utility reconnection service shall not exceed four (4) hours in duration during the hours of 10 A.M. to 3:30 P.M.

- D. For rental properties there will be a \$40.00 service charge for a landlord shutoff.

Section 9. Meter Test Charges.

- A. **Bench Test**
There shall be a \$105.00 service charge for customers requesting a meter bench test for accuracy on a $\frac{3}{4}$ inch meter. All other bench tests are to be billed at cost. If the meter is found to be substantially inaccurate, this charge will not be assessed. Substantially inaccurate shall be construed to mean greater than two and one-half percent ($2\frac{1}{2}\%$) plus or minus from perfect registration.

B. Meter Check – At Service Location

There will be a \$20.00 service charge for a meter check requested by a customer. If the reading is found to be in error or the meter is not functioning properly then there will be no charge.

Section 10. Swimming Pool Service Charges.

To avoid excessive sewer charges when filling swimming pools where sewer service is provided by the City of Port Orange, a credit against the sewer charge will be given for the amount of water used to fill the swimming pool. There shall be a \$40.00 service charge for reading the water meter, if applicable, immediately before and after the pool is filled. There shall be no service charge if the service visit is not required because the customer provides a letter from the pool contractor documenting pool water volume or if pool capacity can be determined using an alternate reasonable process.

Section 11. Backflow Inspection/Testing Charge.

All owners of non-single family backflow prevention devices connected to the City's potable water system are required to inspect and test these devices annually using a licensed professional. Certified test results are to be provided to the City immediately thereafter. If the owner does not inspect and test these devices annually then the City or its agent may elect to provide this service and charge the actual cost of testing (including direct or indirect cost) to the owner.

There shall be a monthly charge of \$2.92 for inspection and testing of each single family residential backflow prevention device by the City.

Section 12. Minimum Tapping Charges.

The following minimum charges shall apply for taps into existing pressure mains and/or sewer manhole coring (potable water main, sewer force main, reclaimed water main, and gravity sewer):

<u>TAP SIZE</u>		<u>PRESSURE MAIN</u>	<u>SEWER MANHOLE CORING</u>
1	inch	\$ 300	N/A
2	inch	340	N/A
4	inch	560	\$ 780
6	inch	560	780
8	inch	560	780
10	inch	615	990
12	inch	670	1,195

The above charges do not include jacking and boring or crossing of City streets, related restoration, permitting, and valves and related parts. If extenuating circumstances exist additional tapping charges may apply.

Section 13. Fire Hydrant Maintenance Charges.

- A. All Fire Hydrants either private or public shall be maintained by the City of Port Orange and charged as noted in paragraphs “B” and “C”.
- B. There shall be a monthly charge of \$9.00 for each fire hydrant located within the City limits and outside of City right-of-way or public utility easements.
- C. There shall be a monthly charge of \$11.25 for each fire hydrant located outside the City limits and outside of City right-of-way or public utility easements.

Section 14. Fire Sprinkler System Charges.

A. Single Family Residential and Multi-Family Residential.

- 1. Fire sprinkler systems with demand requiring a service size of two inches (2”) or smaller, when combined with domestic water system demand, shall utilize one (1) standard meter connection. Monthly charges shall be billed as provided in Section 16 and Section 17 of this resolution. The required backflow prevention device shall be installed on the fire sprinkler system extension after the meter.
- 2. Fire sprinkler systems requiring a service size larger than two inches (2”) may have a connection common with the domestic water system or a separate connection. If the fire sprinkler connection line is metered, monthly charges shall be billed as provided in Section 16 and Section 17 of this resolution. If the fire sprinkler connection is unmetered, a monthly charge shall be billed as provided in paragraph D of this section. The required backflow prevention device shall be installed on the fire sprinkler system line after the domestic water system meter extension, if applicable

B. Motel, Hotel, Commercial and Industrial.

Fire sprinkler systems may have a connection common with the domestic water system or a separate connection. If the domestic fire sprinkler connection is metered, monthly charges shall be billed as provided in Section 16 and Section 17 of this resolution. If the fire sprinkler connection is unmetered, a monthly charge shall be billed as provided in paragraph D of this section. The required backflow prevention device shall be installed on the fire sprinkler system line after the domestic water system meter extension, if applicable.

C. New Fire Sprinkler Service Installations.

Charges for providing fire sprinkler service shall be determined by the work necessary for a complete installation and shall be based on the applicable provisions of Section 3 and Section 12 of this resolution.

The required backflow prevention device shall be installed and tested annually by the customer at the customer’s expense.

D. Monthly Charges for Unmetered Fire Sprinkler Systems.

The following charges shall apply for all unmetered water sprinkler systems for fire protection; and billed monthly as follows:

<u>SERVICE SIZE</u>	<u>INSIDE CITY</u>	<u>OUTSIDE CITY</u>
2 inch	\$ 4.40	\$ 5.50
3 inch	8.25	10.31
4 inch	13.75	17.19
6 inch	27.50	34.38
8 inch	44.00	55.00
10 inch	63.25	79.06
12 inch	118.25	147.81

Section 15. Collections Process Charges.

- A. Any account that is sent to collections will be charged the collection agency fee plus a \$40.00 administration fee.
- B. Any account that has been processed for a lien or satisfaction of lien will be charged the appropriate processing fee charge us by Volusia County for processing plus an additional \$40.00 administration fee.

PART C – WATER AND SEWER CONSUMPTION CHARGES**Section 16. Schedule of Monthly Water Charges.**

The following monthly charges shall apply for the use, or availability for use, of the water service system of the City based on consumption as shown by monthly meter readings to have been delivered. If connection is required pursuant to Section 74-31, Code of Ordinances, City of Port Orange, Florida, water service is deemed available for use. The monthly usage charges shall be computed to the nearest thousand gallons.

A. Residential

1. Inside the City limits of Port Orange, the minimum monthly charges shall be \$9.90 for each unit plus usage billed as follows:

Usage:

Block 1 (0 – 2,000 gallons)	\$ 1.48 per thousand gallons
Block 2 (2,001 – 12,000 gallons)	3.88 per thousand gallons
Block 3 (12,001 – 18,000 gallons)	6.70 per thousand gallons
Block 4 (18,000+ gallons)	10.72 per thousand gallons

Non-connected customers will be charged the minimum monthly charge.

2. Outside the City limits of Port Orange, the minimum monthly charge shall be \$12.38 for each unit plus usage billed as follows:

Usage:

Block 1 (0 – 2,000 gallons)	\$ 1.85 per thousand gallons
Block 2 (2,001 – 12,000 gallons)	4.85 per thousand gallons
Block 3 (12,001 – 18,000 gallons)	8.38 per thousand gallons
Block 4 (18,000+ gallons)	13.40 per thousand gallons

Non-connected customers will be charged the minimum monthly charge.

B. Multi-Family Residential. – (Apartment, Condominium, Time Share Resort and Mobile Home Park using a public or private utility system with Master Meter).

1. Inside the City limits of Port Orange, the minimum monthly charge shall be \$9.90 for each equivalent living unit plus usage billed at \$3.21 per thousand gallons.
2. Outside the City limits of Port Orange, the minimum monthly charge shall be \$12.38 for each equivalent living unit plus usage billed at \$4.01 per thousand gallons.
3. The total number of equivalent living units includes the total number of individual residences and living sites with utility service (such as residential rooms, apartments, and mobile home and trailer park spaces), plus the number of other individual uses (such as laundry, recreational room, bathhouse, and restroom facilities) with a fixture unit assignment converted to an equivalent living unit basis. Buildings with master meters will be billed, as described in paragraph B1 or paragraph B2 of this section, on the unit basis after the Certificate of Occupancy is issued.

C. Campground and Recreational Park/Private Utility Systems

1. Inside the City limits of Port Orange, the minimum monthly charge shall be \$9.90 for each equivalent living unit plus usage billed at \$3.21 per thousand gallons.
2. Outside the City limits of Port Orange, the minimum monthly charge shall be \$12.38 for each equivalent living unit plus usage billed at \$4.01 per thousand.
3. The total number of equivalent living units includes the total number of individual residences and living sites with utility service, the total number of long-term campsites and spaces with utility service, plus the number of other individual uses (such as laundry, recreation room, bathhouse and restroom facilities) with a fixture unit assignment converted to an equivalent living unit basis. Buildings with master meters will be billed, as described in paragraph C1 or paragraph C2 of this section, on the unit basis after the Certificate of Occupancy is issued.

D. Motel, Hotel, Commercial and Industrial

1. Inside the City limits of Port Orange, the minimum monthly charge shall be determined by the meter size as set forth on the following schedule:

<u>METER SIZE</u>	<u>MONTHLY CHARGE</u>
¾ inch	\$ 9.90
1 inch	16.50
1 ½ inch	33.00
2 inch	52.80
3 inch	99.00
4 inch	165.00
6 inch	330.00
8 inch	528.00
10 inch	759.00

In addition to the minimum monthly charge, each account shall be billed for usage at \$3.21 per thousand gallons.

2. Outside the City limits of Port Orange, the minimum monthly charge shall be determined by the meter size as set forth on the following schedule:

<u>METER SIZE</u>	<u>MONTHLY CHARGE</u>
¾ inch	\$ 12.38
1 inch	20.63
1 ½ inch	41.25
2 inch	66.00
3 inch	123.75
4 inch	206.25
6 inch	412.50
8 inch	660.00
10 inch	948.75

In addition to the minimum monthly charge, each account shall be billed for usage at \$4.01 per thousand gallons.

E. Town of Ponce Inlet.

The Town of Ponce Inlet shall be charged a minimum rate of \$50.00 per month per master meter, plus usage billed at \$4.24 per thousand gallons.

- F. Water service utilized by a customer for any part of a month shall render the customer subject to not less than the minimum monthly charge plus usage billed as provided herein.

Section 17. Schedule of Monthly Sewer Charges.

The following monthly charges shall apply for the use, or availability for use, of the sanitary sewage facilities of the City based on water consumption as shown by monthly meter readings to have been delivered. The monthly usage charges shall be computed to the nearest thousand gallons.

A. RESIDENTIAL

1. Inside the City limits of Port Orange the minimum monthly charge shall be \$11.70 for each unit plus usage billed at \$4.35 per thousand gallons for 0-12,000 gallons. Usage over 12,000 gallons will not be billed. Each non-connected 4 kgal Min unit shall be billed a minimum monthly charge of \$29.10, and non-connected customers shall be billed a minimum monthly charge of \$11.70.
2. Outside the City limits of Port Orange, the minimum monthly charge shall be \$14.63 for each unit plus usage billed at \$5.44 per thousand gallons for 0-12,000 gallons. Usage over 12,000 gallons will not be billed. Non-connected customers shall be billed a minimum monthly charge of \$14.63.

B. MULTI-FAMILY RESIDENTIAL (Apartment, Condominium, Time Share Resort, and Mobile Home Park with Master Meter)

1. Inside the City limits of Port Orange, the minimum monthly charge shall be \$11.70 for each unit plus usage billed at \$4.35 per thousand gallons.
2. Outside the City limits of Port Orange, the minimum monthly charge shall be \$14.63 for each unit plus usage billed at \$5.44 per thousand gallons.
3. The total number of equivalent living units includes the total number of individual residences and living sites with utility service (such as residential rooms, apartments, and mobile home and trailer park spaces), plus the number of other individual uses (such as laundry, recreation room, bathhouse and restroom facilities) with a fixture unit assignment converted to an equivalent living unit basis. Buildings with master meters will be billed, as described in paragraph B1 or paragraph B2 of this section, on the unit basis after the Certificate of Occupancy is issued.

C. Campground and Recreational Park.

1. Inside the City limits of Port Orange, the minimum monthly charge shall be \$11.70 for each equivalent full time or short term unit, plus usage billed at \$4.35 per thousand gallons.
2. Outside the City limits of Port Orange, the minimum monthly charge shall be \$14.63 for each equivalent full time or short term unit plus usage billed at \$5.44 per thousand gallons.

3. The total number of equivalent living units includes the total number of individual residences and living sites with utility service, the total number of long-term campsites and spaces with utility service, plus the number of other individual uses (such as laundry, recreation room, bathhouse and restroom facilities) with a fixture unit assignment converted to an equivalent living unit basis. Buildings with master meters will be billed, as described in paragraph C1 or paragraph C2 of this section, on the unit basis after the Certificate of Occupancy is issued.

D. Motel, Hotel, Commercial and Industrial.

1. Inside the City limits of Port Orange, the minimum monthly charge shall be determined by the meter size as set forth on the following schedule, plus usage billed at \$4.35 per thousand gallons:

Minimum Monthly Charge

¾"	meter	\$ 11.70
1"	meter	19.50
1 ½"	meter	39.00
2"	meter	62.40
3"	meter	117.00
4"	meter	195.00
6"	meter	390.00
8"	meter	624.00
10"	meter	897.00
Non-Connected		11.70

2. Outside the City limits of Port Orange, the minimum monthly charge shall be determined by the meter size as set forth on the following schedule, plus usage billed at \$5.44 per thousand gallons:

Minimum Monthly Charge

¾"	meter	\$ 14.63
1"	meter	24.38
1 ½"	meter	48.75
2"	meter	78.00
3"	meter	146.25
4"	meter	243.75
6"	meter	487.50
8"	meter	780.00
10"	meter	1,121.25
Non-Connected		14.63

E. Dump Stations.

In addition to the charges set forth in Section 17C, for each campground or recreational park with one (1) or more dump station(s), the monthly charge shall be \$60.00 per campground or recreational park. For each dump station at any other location, the

monthly charge shall be \$20.00 per dump station. Direct disposal at the reclaimed water plant shall not be permitted under any circumstances, except where the said septic hauler is working under contract to and on behalf of the City of Port Orange. In such instances any charges shall be defined in the contract.

F. City of Daytona Beach Shores.

The City of Daytona Beach Shores shall be charged usage at \$3.46 per thousand gallons of untreated sewage flow.

- G. Sewage service utilized by a customer for any part of a month shall render the customer subject to sewer billing based on water consumption for that month, not less than the minimum monthly charge plus actual usage billed as provided herein.

Section 18. Minimum Billing for Partial Monthly Service.

The minimum monthly water and sewer utility charges shall apply to all accounts. Minimum monthly charges will be prorated during the initial and final month of service.

Section 19. Voluntary Suspension of Service & Minimum Charges to Vacant Developed Properties.

The minimum monthly water and sewer utility charges shall not be suspended during vacation periods or such periods of time that a property is vacated. Not less than the minimum monthly charges shall be billed as provided and established by this resolution.

In order to prevent unauthorized water usage while a customer is on vacation (for a minimum three months) the customer may request that the City lock off the meter at no cost to the customer. The customer will not be required to pay a reconnect fee if a telephoned request is received the day prior to the need to resume service. If this type of notice is not provided to the City by the customer and service is resumed by action of the customer, tamper fees may apply as outlined in City Ordinance 74.40 and Florida Statute 812.14(2) b & c5. The minimum fee for tampering with utility services will be three times the estimated dollar amount of service unlawfully, obtained plus a \$105.00 service charge or at a minimum the account will be back billed all applicable services for the period of time in question and water usage plus a \$40.00 service charge.

Inactive accounts for vacant lots or spaces in mobile home parks or private utility systems having master meters, when such lots or spaces are billed separately, shall have the minimum monthly charges assessed to the property owner.

Section 20. Reclaimed Water System Charges.

A. Monthly Charges

Monthly charges begin after connection or reconnection to the reclaimed water system. The following monthly charges shall apply for the use of the reclaimed water system of the City based on the meter size and consumption as shown by monthly meter readings to have been delivered. The monthly usage charges shall be computed to the nearest

thousand gallons. The monthly charges shall include a minimum charge as determined by the meter size plus usage charges billed as set forth:

Inside the City

Minimum Monthly Charge (per account):

¾"	meter	\$ 8.75
1"	meter	14.58
1 ½"	meter	29.17
2"	meter	46.67
3"	meter	87.50
4"	meter	145.83
6"	meter	291.67
8"	meter	466.67
10"	meter	670.83

Usage Charges:

Block 1	\$0.22 per thousand gallons
Block 2	0.39 per thousand gallons
Block 3	0.44 per thousand gallons

Outside the City

Minimum Monthly Charge (per account):

¾"	meter	\$ 10.94
1"	meter	18.23
1 ½"	meter	36.46
2"	meter	58.34
3"	meter	109.38
4"	meter	182.29
6"	meter	364.59
8"	meter	583.34
10"	meter	838.54

Usage Charges:

Block 1	\$0.28 per thousand gallons
Block 2	0.48 per thousand gallons
Block 3	0.55 per thousand gallons

RECLAIMED WATER BLOCK RANGES ARE AS FOLLOWS:

<u>METER SIZE</u>	<u>Block 1</u>	<u>Block 2</u>	<u>Block 3</u>
¾ inch	0-12,000	12,001-18,000	18,000+
1 inch	0-20,000	20,001-30,000	30,000+
1 ½ inch	0-40,000	40,001-60,000	60,000+

2	inch	0-64,000	64,001-96,000	96,000+
3	inch	0-120,000	120,001-180,000	180,000+
4	inch	0-200,000	200,001-300,000	300,000+
6	inch	0-400,000	400,001-600,000	600,000+
8	inch	0-640,000	640,001-960,000	960,000+
10	inch	0-920,000	920,000-1,380,000	1,380,000+

B. Interruptible Service Rate.

Customers that have an alternate water source on site for alternate irrigation water supply shall be eligible for an interruptible service rate. Upon approval by the Public Utility Director or his Designee the monthly charges for this rate shall include a minimum charge determined by the meter size as set forth on the schedule in subsection A of this section, plus usage billed at \$0.22 per thousand gallons inside the City and \$0.28 per thousand gallons outside the City.

Service under this category may be interrupted at any time by the City.

Section 21. Irrigation/Sprinkler Charges.

Monthly charges begin after connection or reconnection of an irrigation/sprinkler meter. The following monthly charges shall apply for the use of the reclaimed water system of the City based on the meter size and consumption as shown by monthly meter readings to have been delivered. The monthly usage charges shall be computed to the nearest thousand gallons. The monthly charges shall include a minimum charge as determined by the meter size plus usage charges billed as set forth:

A. Residential

Inside the City limits of Port Orange, the minimum monthly charges shall be billed as follows:

<u>METER SIZE</u>	<u>MONTHLY CHARGE</u>
$\frac{3}{4}$ inch	\$ 9.90
1 inch	16.50
1 $\frac{1}{2}$ inch	33.00
2 inch	52.80

Usage shall be charged at \$5.25 per thousand gallons. The monthly usage charges shall be computed to the nearest thousand gallons.

Outside the City limits of Port Orange, the minimum monthly charges shall be billed as follows:

<u>METER SIZE</u>	<u>MONTHLY CHARGE</u>
$\frac{3}{4}$ inch	\$ 12.38
1 inch	20.63
1 $\frac{1}{2}$ inch	41.25

2 inch 66.00

Usage shall be charged at \$6.56 per thousand gallons. The monthly usage charges shall be computed to the nearest thousand gallons.

- B. Multi-Family Residential. – (Apartment, Condominium, Time Share Resort and Mobile Home Park using a public or private utility system with Master Meter).

Inside the City limits of Port Orange, the minimum monthly charge shall be as follows:

Minimum Monthly Charge (per account):

¾"	meter	\$ 9.90
1"	meter	16.50
1 ½"	meter	33.00
2"	meter	52.80
3"	meter	99.00
4"	meter	165.00
6"	meter	330.00
8"	meter	528.00
10"	meter	759.00

Usage shall be charged at \$5.25 per thousand gallons. The monthly usage charges shall be computed to the nearest thousand gallons.

Outside the City limits of Port Orange, the minimum monthly charge shall be as follows:

Minimum Monthly Charge (per account):

¾"	meter	\$ 12.38
1"	meter	20.63
1 ½"	meter	41.25
2"	meter	66.00
3"	meter	123.75
4"	meter	206.25
6"	meter	412.50
8"	meter	660.00
10"	meter	948.75

Usage shall be charged at \$6.56 per thousand gallons. The monthly usage charges shall be computed to the nearest thousand gallons.

- C. Motel, Hotel, Commercial and Industrial

Inside the City limits of Port Orange, the minimum monthly charge shall be determined by the meter size as set forth on the following schedule:

<u>METER SIZE</u>	<u>MONTHLY CHARGE</u>
¾ inch	\$ 9.90
1 inch	16.50
1 ½ inch	33.00
2 inch	52.80
3 inch	99.00
4 inch	165.00
6 inch	330.00
8 inch	528.00
10 inch	759.00

In addition to the minimum monthly charge, each account shall be billed for usage at \$5.25 per thousand gallons.

Outside the City limits of Port Orange, the minimum monthly charge shall be determined by the meter size as set forth on the following schedule:

<u>METER SIZE</u>	<u>MONTHLY CHARGE</u>
¾ inch	\$ 12.38
1 inch	20.63
1 ½ inch	41.25
2 inch	66.00
3 inch	123.75
4 inch	206.25
6 inch	412.50
8 inch	660.00
10 inch	948.75

In addition to the minimum monthly charge, each account shall be billed for usage at \$6.56 per thousand gallons.

Section 22. Rate Review.

The City Council shall review and assess the rates established herein in accordance with the requirements of outstanding bond resolution and covenants contained therein.

Section 23. Prior Resolutions Superseded.

This Resolution shall supersede all prior rate Resolutions including Resolution No. 09-42 13-41.

Section 23. Effective Date.

This resolution shall become effective for all bills rendered after January 15, 2015.

MAYOR ALLEN GREEN

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Adopted on the _____ day of _____, 2014

Reviewed and Approved: _____
City Attorney

CITY OF PORT ORANGE, FLORIDA



WATER, WASTEWATER, AND RECLAIMED WATER RATE STUDY

December 9, 2014



Public Resources Management Group, Inc.
Utility, Rate, Financial and Management Consultants



Public Resources Management Group, Inc.
Utility, Rate, Financial and Management Consultants

December 9, 2014

The Honorable Mayor and
Members of the City Council
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

Subject: **Water, Wastewater, and Reclaimed Water Rate Study**

Public Resources Management Group, Inc. ("PRMG") has completed our study of the water, wastewater, and reclaimed water rates for the City of Port Orange, Florida (the "City") water, wastewater, and reclaimed water system (the "System") and has summarized the results of our analyses, assumptions, recommendations, and conclusions in this report that is submitted for your consideration. This report summarizes the basis for the restructured rates, fees and charges for water, wastewater and reclaimed water service that are proposed to become effective during the Fiscal Year 2015.

As part of our scope of services, PRMG performed a multi-year forecast of System revenue requirements earlier in the study and communicated the results to the City Council on April 1, 2014. The results of the financial forecast indicated the need for user rate increases phased over a five-year period. However, as a result of new City and utility management, the City is currently re-evaluating the capital needs for the water, wastewater, and reclaimed water systems that were previously communicated to the City Council. Moreover, there is uncertainty on whether the City of Daytona Beach Shores ("Daytona Beach Shores") will remain a bulk wastewater customer of the System or whether Daytona Beach Shores will reduce its (billable) annual wastewater flows to be treated by the City. Because of these variables, PRMG was instructed to focus on restructuring the user rates with the goal of increasing overall retail user rate revenue collections by 3.0%. The proposed rates are not designed to meet the System's revenue requirements over the next several years.

The proposed rates and charges are intended to meet the utility rate structure objectives communicated by the City Council in public meetings on the rate study that were held on November 12, 2013 and April 1, 2014. These objectives include:

- The rates should be simplified; and
- The rates should be fair and reasonable (equitable) among customer classes.

The Honorable Mayor and Members of the City Council
City of Port Orange
December 9, 2014
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Following this letter, we have provided an executive summary that summarizes the results of our study and outlines our recommendations and conclusions. The remainder of the report provides information on the System customer base and projected revenue under existing rates.

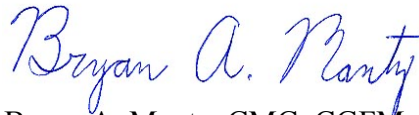
We appreciate the opportunity to be of service to the City.

Respectfully submitted,

Public Resources Management Group, Inc.



Henry L. Thomas
Senior Vice-President



Bryan A. Mantz, CMC, CGFM
Supervising Consultant



Shawn A. Ocasio
Senior Rate Analyst

Attachments

CITY OF PORT ORANGE, FLORIDA
WATER, WASTEWATER, AND RECLAIMED WATER RATE STUDY

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CITY OF PORT ORANGE, FLORIDA
WATER, WASTEWATER, AND RECLAIMED WATER RATE STUDY

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EXECUTIVE SUMMARY AND RECOMMENDATIONS



CITY OF PORT ORANGE, FLORIDA
WATER, WASTEWATER, AND RECLAIMED WATER RATE STUDY

EXECUTIVE SUMMARY AND RECOMMENDATIONS

GENERAL

The City of Port Orange's (the "City") water, wastewater and reclaimed water utility system (the "System" or the "Utility") is established as an enterprise fund. As such, the System should have revenues equal to the costs of the services provided by the Utility, and the City must establish rates sufficient to cover the cost of operating, maintaining, repairing and financing the System. According to the Governmental Accounting Standards Board, "Enterprise Funds should be used to account for operations that are financed and operated in a manner similar to private business enterprises – where the intent of the governing body is that cost of providing services to the general public on a continuing basis should be financed or recovered primarily through user charges."

The City's current minimum monthly charges and base usage rates have been in effect since 2008, or about seven (7) years. Since the last user rate adjustment, general inflation as measured by the Consumer Price Index has cumulatively increased by approximately 8.8%.

As part of our scope of services, PRMG performed a multi-year forecast of System revenue requirements earlier in the study and communicated the results to the City Council on April 1, 2014. The results of the financial forecast indicated the need for user rate increases phased over a five-year period. However, as a result of new City and utility management, the City is currently re-evaluating the capital needs for the water and wastewater system that were previously communicated to the City Council. Moreover, there is uncertainty on whether the City of Daytona Beach Shores ("Daytona Beach Shores") will remain a bulk wastewater customer of the System or whether Daytona Beach Shores will reduce its (billable) annual wastewater flows to be treated by the City. Because of these variables, PRMG was instructed to focus on restructuring the user rates with the goal of increasing overall retail user rate revenue collections by 3.0%.

The proposed rates are not designed to meet the System's revenue requirements over the next several years. Since the multi-year forecast previously performed by PRMG indicated that the System revenue deficiencies were primarily related to the wastewater and reclaimed water systems, the overall 3.0% System retail user rate revenue adjustment is proposed to be recovered through increases in the retail wastewater and reclaimed water user rates as shown in the following table:

(Remainder of page intentionally left blank)

Summary of Projected Fiscal Year 2015

Retail User Rate Revenue Under Existing and Proposed Rates [1]

Description	Under Existing User Rates	Under Proposed User Rates	Percentage Increase
Water System	\$10,099,328	\$10,099,328	0.0%
Wastewater System	9,387,898	9,938,029	5.9%
Reclaimed Water System	1,213,600	1,284,717	5.9%
Total Retail Revenues	\$20,700,826	\$21,322,073	3.0%

[1] User rates designed under assumption of being effective for entire Fiscal Year.

PRMG recommends that, once the multi-year capital plan is finalized, the City perform another multi-year financial forecast to evaluate the near-future revenue requirements for the System. The financial risk of not proactively adjusting rates to meet projected revenue requirements is that user rates may be even higher in the future. The capital needs for the System are not anticipated to go away and may be more expensive to address in the future due to inflation in the costs of construction or increasing interest rates.

PRMG also recommends that, once the multi-year capital plan is finalized, the City review its development (impact) fees.

PROPOSED MONTHLY USER RATE DESIGNS

The proposed user rates and charges are intended to meet the utility rate structure objectives communicated by the City Council in public meetings on the rate study that were held on November 12, 2013 and April 1, 2014. These objectives include:

- The rates should be simplified; and
- The rates should be fair and reasonable (equitable) among customer classes.

Rate Structure Objective: Simplify Rates

Based on our discussions with the City Council and staff, to simplify the rates, PRMG proposes the following:

1. Reducing the number of water price blocks for the residential class. For the residential potable water class, PRMG has proposed to reduce the number of water price blocks from six (6) to four (4).
2. Eliminating the minimum gallons billed in the minimum monthly charges for wastewater and reclaimed water service. Typically, rate structures in the State of Florida consist of separate

base charges, which cover a portion of the utility's fixed costs, and usage charges, which recover the remaining costs. This change will also promote rate equity among smaller users.

3. Establishing a uniform usage rate for commercial, multifamily and sprinkler / irrigation potable water usage. The uniform usage rate for the commercial and multifamily classes is based on the System average cost per 1,000 gallons of amounts allocated to be recovered from System usage charges, while the uniform usage rate for the sprinkler / irrigation class targets discretionary usage.
4. Eliminating the tiered wastewater rate structure for residential customers. Conservation incentives are built into the monthly water rates, and a tiered rate structure for wastewater does not reflect the cost of service for wastewater.
5. Eliminating the energy usage charge. The costs of energy will be recovered through usage charges. This change should reduce the City's administrative burden.

Rate Structure Objective: Maintain Equitable Rates

To satisfy the City's objective of implementing equitable rates, PRMG proposes the following:

1. Establishing rates in which customers in each class have a uniform rate structure.
2. Increasing the minimum monthly charges for larger meter sizes for nonresidential / commercial customers based on capacity relationships recognized by the utility industry based on the size of the meter, which equates to the hydraulic capacity of such meter. A greater need for System capacity equates to a higher base charge. The capacity relationships are summarized in the following table:

ERC Factors By Meter Size		
Meter Size	Rated Capacity (gallons per minute)	ERC Factor [*]
3/4"	30	1.00
1"	50	1.67
1-1/2"	100	3.33
2"	160	5.33
3"	300	10.00
4"	500	16.67
6"	1,000	33.33
8"	1,600	53.33
10"	2,300	76.67
[*] Reflects rated hydraulic capacity of meter divided by 30 gallons per minute based on the rated capacity of smallest meter size.		

3. Increasing the rates of higher water use price blocks for the residential class to shift more cost recovery to customers with higher water usage and to encourage water conservation.

Customers with excessive water usage will pay a greater percentage of System costs. The first (lowest) price block is considered a "lifeline" block that covers a portion of indoor / essential usage; the middle price blocks for discretionary usage including some irrigation use; and the last (highest) price block for excessive irrigation usage.

4. Adding a billing cap or maximum of 12,000 gallons to residential wastewater billing. Any usage above 12,000 gallons is assumed to be for irrigation purposes and, as such, does not return to the wastewater system. This is a common practice in the utility industry in Florida.

A summary of the existing and proposed monthly water user rates is shown in Table ES-1 at the end of this executive summary, while Table ES-2 contains the existing and proposed monthly wastewater user rates and Table ES-3 shows the existing and proposed monthly reclaimed water rates. Tables ES-4 through ES-7 show comparisons with other "neighboring" Florida utilities for typical monthly bills for residential water service, wastewater service, combined water and wastewater service, and reclaimed water service, respectively. Figures ES-1 through ES-3 show graphical comparisons at the average monthly usage of 4,000 gallons for water, wastewater and combined service, while Figure ES-4 provides a graphical comparison at the average monthly usage of 12,000 gallons for reclaimed water service. As shown in Tables ES-4 through ES-7 and in Figures ES-1 through ES-4, bills under the proposed monthly water, wastewater, and reclaimed water rates are competitive with those under the rates of the other "neighboring" Florida utilities.

Tables ES-8 through ES-11 provide additional bill comparisons for water, wastewater and reclaimed water service for selected customer types.

PROPOSED MISCELLANEOUS SERVICE CHARGES

Table ES-12 at the end of this executive summary shows existing and proposed miscellaneous service charges. The purpose of the miscellaneous service charges is to recover costs for specific services provided by the City at the request of the customer or by a direct action of the customer as it relates to City policy and procedures. Revenues derived from these charges also reduce the level of expenditures (revenue requirements) that must be recovered from monthly user rates. The costs for the services are directly passed-through to the customers requesting the services.

The proposed fees are based on: i) the City's direct costs (e.g., labor, vehicles/equipment and parts/supplies) of providing such services; and ii) consideration of similar fees charged by other Florida utilities. Table ES-13 at the end of this executive summary provides a limited comparison of selected existing and proposed miscellaneous charges with those of other Florida utilities.

Following the tables and figures at the end of this executive summary, the remainder of this report provides additional information on the System customers and the revenue forecast under existing System monthly user rates.

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Table ES-1
City of Port Orange, Florida
Water, Wastewater, and Reclaimed Water Rate Study

Existing and Proposed Water System Monthly User Rates

Line No.	Description	Existing Rates 2014	Proposed Rates 2015
	Proposed Revenue Adjustment	N/A	0.00%
	WATER SERVICE		
	<u>Residential - Inside the City</u>		
	Minimum Monthly Charge (Per Unit)		
1	All Meter Sizes	\$9.90	\$9.90
2	Non-Connected Customers	9.90	9.90
	Existing Usage Charges (Per Thousand Gallons)		
3	Block 1 (0 - 2,000)	\$0.90	N/A
4	Block 2 (2,001 - 4,000)	2.75	N/A
5	Block 3 (4,001 - 6,000)	2.95	N/A
6	Block 4 (6,001 - 8,000)	3.25	N/A
7	Block 5 (8,001 - 11,000)	3.75	N/A
8	Block 6 (11,000+)	4.45	N/A
9	Water Energy Usage Charge (Per Thousand Gallons)	\$0.58	N/A
	Proposed Usage Charges (Per Thousand Gallons)		
10	Block 1 (0 - 2,000)	N/A	\$1.48
11	Block 2 (2,001 - 12,000)	N/A	3.88
12	Block 3 (12,001 - 18,000)	N/A	6.70
13	Block 4 (18,000+)	N/A	10.72
	<u>Residential - Outside the City</u>		
	Minimum Monthly Charge (Per Unit)		
14	All Meter Sizes	\$12.85	\$12.38
15	Non-Connected Customers	12.85	12.38
	Existing Usage Charges (Per Thousand Gallons)		
16	Block 1 (0 - 2,000)	\$1.30	N/A
17	Block 2 (2,001 - 4,000)	3.75	N/A
18	Block 3 (4,001 - 6,000)	4.00	N/A
19	Block 4 (6,001 - 8,000)	4.40	N/A
20	Block 5 (8,001 - 11,000)	5.05	N/A
21	Block 6 (11,000+)	5.95	N/A

Table ES-1
City of Port Orange, Florida
Water, Wastewater, and Reclaimed Water Rate Study

Existing and Proposed Water System Monthly User Rates

Line No.	Description	Existing Rates 2014	Proposed Rates 2015
22	Water Energy Usage Charge (Per Thousand Gallons)	\$0.58	N/A
	Proposed Usage Charges (Per Thousand Gallons)		
23	Block 1 (0 - 2,000)	N/A	\$1.85
24	Block 2 (2,001 - 12,000)	N/A	4.85
25	Block 3 (12,001 - 18,000)	N/A	8.38
26	Block 4 (18,000+)	N/A	13.40
	<u>Multifamily Residential - Inside the City</u>		
	Minimum Monthly Charge (Per Unit)		
27	Per Unit	\$9.90	\$9.90
	Usage Charges (Per Thousand Gallons)		
28	All Usage	\$2.40	\$3.21
29	Water Energy Usage Charge (Per Thousand Gallons)	\$0.58	N/A
	<u>Multifamily Residential - Outside the City</u>		
	Minimum Monthly Charge (Per Unit)		
30	Per Unit	\$12.85	\$12.38
	Usage Charges		
31	All Usage	\$3.25	\$4.01
32	Water Energy Usage Charge (Per Thousand Gallons)	\$0.58	N/A

Table ES-1
City of Port Orange, Florida
Water, Wastewater, and Reclaimed Water Rate Study

Existing and Proposed Water System Monthly User Rates

Line No.	Description	Existing Rates 2014	Proposed Rates 2015
<u>Motel, Hotel, Commercial and Industrial - Inside the City</u>			
Minimum Monthly Charge (Per Meter)			
33	3/4" Meter	\$9.90	\$9.90
34	1" Meter	19.80	16.50
35	1.5" Meter	29.70	33.00
36	2" Meter	39.60	52.80
37	3" Meter	99.00	99.00
38	4" Meter	128.70	165.00
39	6" Meter	257.40	330.00
40	8" Meter	415.00	528.00
41	10" Meter	594.00	759.00
Existing Usage Charges (Per Thousand Gallons)			
42	Block 1 (0 - 2,000)	\$0.90	N/A
43	Block 2 (2,001 - 4,000)	2.75	N/A
44	Block 3 (4,001 - 6,000)	2.95	N/A
45	Block 4 (6,001 - 8,000)	3.25	N/A
46	Block 5 (8,001 - 11,000)	3.75	N/A
47	Block 6 (11,000+)	4.45	N/A
48	Water Energy Usage Charge (Per Thousand Gallons)	\$0.58	N/A
Proposed Usage Charges (Per Thousand Gallons)			
49	All Usage	N/A	\$3.21
<u>Motel, Hotel, Commercial and Industrial - Outside the City</u>			
Minimum Monthly Charge (Per Meter)			
50	3/4" Meter	\$12.85	\$12.38
51	1" Meter	25.70	20.63
52	1.5" Meter	38.55	41.25
53	2" Meter	50.40	66.00
54	3" Meter	128.50	123.75
55	4" Meter	167.05	206.25
56	6" Meter	334.10	412.50
57	8" Meter	539.00	660.00
58	10" Meter	771.00	948.75

Table ES-1
City of Port Orange, Florida
Water, Wastewater, and Reclaimed Water Rate Study

Existing and Proposed Water System Monthly User Rates

Line No.	Description	Existing Rates 2014	Proposed Rates 2015
	Existing Usage Charges (Per Thousand Gallons)		
59	Block 1 (0 - 2,000)	\$1.30	N/A
60	Block 2 (2,001 - 4,000)	3.75	N/A
61	Block 3 (4,001 - 6,000)	4.00	N/A
62	Block 4 (6,001 - 8,000)	4.40	N/A
63	Block 5 (8,001 - 11,000)	5.05	N/A
64	Block 6 (11,000+)	5.95	N/A
65	Water Energy Usage Charge (Per Thousand Gallons)	\$0.58	N/A
	Proposed Usage Charges (Per Thousand Gallons)		
66	All Usage	N/A	\$4.01
	<u>Campground and Recreational Park / Private Utility Systems - Inside the City</u>		
	Minimum Monthly Charge (Per Unit)		
67	Per Unit	\$9.90	\$9.90
	Usage Charges (Per Thousand Gallons)		
68	All Usage	\$2.40	\$3.21
69	Water Energy Usage Charge (Per Thousand Gallons)	\$0.58	N/A
	<u>Campgrounds and Recreational Park / Private Utility Systems - Outside the City</u>		
	Minimum Monthly Charge (Per Unit)		
70	Per Unit	\$12.85	\$12.38
	Usage Charges		
71	All Usage	\$3.25	\$4.01
72	Water Energy Usage Charge (Per Thousand Gallons)	\$0.58	N/A

Table ES-1
City of Port Orange, Florida
Water, Wastewater, and Reclaimed Water Rate Study

Existing and Proposed Water System Monthly User Rates

Line No.	Description	Existing Rates 2014	Proposed Rates 2015
<u>IRRIGATION / SPRINKLER SERVICE</u>			
<u>Residential - Inside the City</u>			
Minimum Monthly Charge (Per Meter)			
73	3/4" Meter	\$9.90	\$9.90
74	1" Meter	9.90	16.50
75	1.5" Meter	9.90	33.00
76	2" Meter	9.90	52.80
Existing Usage Charges (Per Thousand Gallons)			
77	Block 1 (0 - 2,000)	\$0.90	N/A
78	Block 2 (2,001 - 4,000)	2.75	N/A
79	Block 3 (4,001 - 6,000)	2.95	N/A
80	Block 4 (6,001 - 8,000)	3.25	N/A
81	Block 5 (8,001 - 11,000)	3.75	N/A
82	Block 6 (11,000+)	4.45	N/A
83	Water Energy Usage Charge (Per Thousand Gallons)	\$0.58	N/A
Proposed Usage Charges (Per Thousand Gallons)			
84	All Usage	N/A	\$5.25
<u>Residential - Outside the City</u>			
Minimum Monthly Charge (Per Meter)			
85	3/4" Meter	\$12.85	\$12.38
86	1" Meter	12.85	20.63
87	1.5" Meter	12.85	41.25
88	2" Meter	12.85	66.00
Existing Usage Charges (Per Thousand Gallons)			
89	Block 1 (0 - 2,000)	\$1.30	N/A
90	Block 2 (2,001 - 4,000)	3.75	N/A
91	Block 3 (4,001 - 6,000)	4.00	N/A
92	Block 4 (6,001 - 8,000)	4.40	N/A
93	Block 5 (8,001 - 11,000)	5.05	N/A
94	Block 6 (11,000+)	5.95	N/A

Table ES-1
City of Port Orange, Florida
Water, Wastewater, and Reclaimed Water Rate Study

Existing and Proposed Water System Monthly User Rates

Line No.	Description	Existing Rates 2014	Proposed Rates 2015
95	Water Energy Usage Charge (Per Thousand Gallons)	\$0.58	N/A
	Proposed Usage Charges (Per Thousand Gallons)		
96	Block 1	N/A	\$6.56
<u>Multi-Family / Apartments - Inside the City</u>			
	Minimum Monthly Charge (Per Meter)		
97	3/4" Meter	\$9.90	\$9.90
98	1" Meter	9.90	16.50
99	1.5" Meter	9.90	33.00
100	2" Meter	9.90	52.80
101	3" Meter	9.90	99.00
102	4" Meter	9.90	165.00
103	6" Meter	9.90	330.00
104	8" Meter	9.90	528.00
105	10" Meter	9.90	759.00
	Existing Usage Charges (Per Thousand Gallons)		
106	Block 1 (0 - 2,000)	\$0.90	N/A
107	Block 2 (2,001 - 4,000)	2.75	N/A
108	Block 3 (4,001 - 6,000)	2.95	N/A
109	Block 4 (6,001 - 8,000)	3.25	N/A
110	Block 5 (8,001 - 11,000)	3.75	N/A
111	Block 6 (11,000+)	4.45	N/A
112	Water Energy Usage Charge (Per Thousand Gallons)	\$0.58	N/A
	Proposed Usage Charges (Per Thousand Gallons)		
113	All Usage	N/A	\$5.25

Table ES-1
City of Port Orange, Florida
Water, Wastewater, and Reclaimed Water Rate Study

Existing and Proposed Water System Monthly User Rates

Line No.	Description	Existing Rates 2014	Proposed Rates 2015
<u>Residential Multi-Family / Apartments - Outside the City</u>			
Minimum Monthly Charge (Per Meter)			
114	3/4" Meter	\$12.85	\$12.38
115	1" Meter	12.85	20.63
116	1.5" Meter	12.85	41.25
117	2" Meter	12.85	66.00
118	3" Meter	12.85	123.75
119	4" Meter	12.85	206.25
120	6" Meter	12.85	412.50
121	8" Meter	12.85	660.00
122	10" Meter	12.85	948.75
Existing Usage Charges (Per Thousand Gallons)			
123	Block 1 (0 - 2,000)	\$1.30	N/A
124	Block 2 (2,001 - 4,000)	3.75	N/A
125	Block 3 (4,001 - 6,000)	4.00	N/A
126	Block 4 (6,001 - 8,000)	4.40	N/A
127	Block 5 (8,001 - 11,000)	5.05	N/A
128	Block 6 (11,000+)	5.95	N/A
129	Water Energy Usage Charge (Per Thousand Gallons)	\$0.58	N/A
Proposed Usage Charges (Per Thousand Gallons)			
130	All Usage	N/A	\$6.56
<u>Motel, Hotel, Commercial and Industrial - Inside the City</u>			
Minimum Monthly Charge (Per Meter)			
131	3/4" Meter	\$9.90	\$9.90
132	1" Meter	9.90	16.50
133	1.5" Meter	9.90	33.00
134	2" Meter	9.90	52.80
135	3" Meter	9.90	99.00
136	4" Meter	9.90	165.00
137	6" Meter	9.90	330.00
138	8" Meter	9.90	528.00
139	10" Meter	9.90	759.00

Table ES-1
City of Port Orange, Florida
Water, Wastewater, and Reclaimed Water Rate Study

Existing and Proposed Water System Monthly User Rates

Line No.	Description	Existing Rates 2014	Proposed Rates 2015
Existing Usage Charges (Per Thousand Gallons)			
140	Block 1 (0 - 2,000)	\$0.90	N/A
141	Block 2 (2,001 - 4,000)	2.75	N/A
142	Block 3 (4,001 - 6,000)	2.95	N/A
143	Block 4 (6,001 - 8,000)	3.25	N/A
144	Block 5 (8,001 - 11,000)	3.75	N/A
145	Block 6 (11,000+)	4.45	N/A
146	Water Energy Usage Charge	\$0.58	N/A
Proposed Usage Charges (Per Thousand Gallons)			
147	All Usage	N/A	\$5.25
<u>Motel, Hotel, Commercial and Industrial - Outside the City</u>			
Minimum Monthly Charge (Per Meter)			
148	3/4" Meter	\$12.85	\$12.38
149	1" Meter	12.85	20.63
150	1.5" Meter	12.85	41.25
151	2" Meter	12.85	66.00
152	3" Meter	12.85	123.75
153	4" Meter	12.85	206.25
154	6" Meter	12.85	412.50
155	8" Meter	12.85	660.00
156	10" Meter	12.85	948.75
Existing Usage Charges (Per Thousand Gallons)			
157	Block 1 (0 - 2,000)	\$1.30	N/A
158	Block 2 (2,001 - 4,000)	3.75	N/A
159	Block 3 (4,001 - 6,000)	4.00	N/A
160	Block 4 (6,001 - 8,000)	4.40	N/A
161	Block 5 (8,001 - 11,000)	5.05	N/A
162	Block 6 (11,000+)	5.95	N/A
163	Water Energy Usage Charge	\$0.58	N/A
Proposed Usage Charges (Per Thousand Gallons)			
164	All Usage	N/A	\$6.56

Table ES-2
City of Port Orange, Florida
Water, Wastewater, and Reclaimed Water Rate Study

Existing and Proposed Wastewater System Monthly User Rates

Line No.	Description	Existing Rates 2014	Proposed Rates 2015
	Proposed Revenue Adjustment	N/A	5.86%
	SEWER SERVICE		
	<u>Residential - Inside the City</u>		
	Minimum Monthly Charge (Per Unit)		
1	All Meter Sizes	\$11.70	\$11.70
2	Non-Connected 4 kgal Min	23.35	29.10
3	Non-Connected Customers	11.70	11.70
	Existing Usage Charges (Per Thousand Gallons)		
4	Block 1 (0 - 1,000)	\$0.00	N/A
5	Block 2 (1,001 - 4,000)	4.05	N/A
6	Block 3 (4,000+)	5.05	N/A
7	Sewer Energy Usage Charge (Per Thousand Gallons)	\$0.72	N/A
	Proposed Usage Charges (Per Thousand Gallons)		
8	Block 1 (1 - 12,000)	N/A	\$4.35
9	Block 2 (12,000+)	N/A	0.00
	<u>Residential - Outside the City</u>		
	Minimum Monthly Charge (Per Unit)		
10	All Meter Sizes	\$17.55	\$14.63
11	Non-Connected Customers	17.55	14.63
	Existing Usage Charges (Per Thousand Gallons)		
12	Block 1 (0 - 1,000)	\$0.00	N/A
13	Block 2 (1,001 - 4,000)	6.45	N/A
14	Block 3 (4,000+)	7.95	N/A
15	Sewer Energy Usage Charge (Per Thousand Gallons)	\$0.72	N/A
	Proposed Usage Charges (Per Thousand Gallons)		
16	Block 1 (1 - 12,000)	N/A	\$5.44
17	Block 2 (12,000+)	N/A	0.00

Table ES-2
City of Port Orange, Florida
Water, Wastewater, and Reclaimed Water Rate Study

Existing and Proposed Wastewater System Monthly User Rates

Line No.	Description	Existing Rates 2014	Proposed Rates 2015
<u>Multifamily Residential - Inside the City</u>			
	Minimum Monthly Charge (Per Unit)		
18	Per Unit	\$11.70	\$11.70
	Existing Usage Charges (Per Thousand Gallons)		
19	Block 1 (0 - 1,000)	\$0.00	N/A
20	Block 2 (1,001 - 4,000)	4.05	N/A
21	Block 3 (4,000+)	5.05	N/A
22	Sewer Energy Usage Charge (Per Thousand Gallons)	\$0.72	N/A
	Proposed Usage Charges (Per Thousand Gallons)		
23	All Usage	N/A	\$4.35
<u>Multifamily Residential - Outside the City</u>			
	Minimum Monthly Charge (Per Unit)		
24	Per Unit	\$17.55	\$14.63
	Existing Usage Charges (Per Thousand Gallons)		
25	Block 1 (0 - 1,000)	\$0.00	N/A
26	Block 2 (1,001 - 4,000)	6.45	N/A
27	Block 3 (4,000+)	7.95	N/A
28	Sewer Energy Usage Charge (Per Thousand Gallons)	\$0.72	N/A
	Proposed Usage Charges (Per Thousand Gallons)		
29	All Usage	N/A	\$5.44

Table ES-2
City of Port Orange, Florida
Water, Wastewater, and Reclaimed Water Rate Study

Existing and Proposed Wastewater System Monthly User Rates

Line No.	Description	Existing Rates 2014	Proposed Rates 2015
<u>Motel, Hotel, Commercial and Industrial - Inside the City</u>			
Minimum Monthly Charge (Per Meter)			
30	3/4" Meter	\$11.70	\$11.70
31	1" Meter	23.40	19.50
32	1.5" Meter	35.10	39.00
33	2" Meter	46.80	62.40
34	3" Meter	117.00	117.00
35	4" Meter	152.10	195.00
36	6" Meter	304.20	390.00
37	8" Meter	491.00	624.00
38	10" Meter	702.00	897.00
39	Non-Connected Customers	11.70	11.70
Existing Usage Charges (Per Thousand Gallons)			
40	Block 1 (Scales with Meter Size)	\$0.00	N/A
41	Block 2 (Scales with Meter Size)	4.05	N/A
42	Block 3 (Scales with Meter Size)	5.05	N/A
43	Sewer Energy Usage Charge (Per Thousand Gallons)	\$0.72	N/A
Proposed Usage Charges (Per Thousand Gallons)			
44	All Usage	N/A	\$4.35
<u>Motel, Hotel, Commercial and Industrial - Outside the City</u>			
Minimum Monthly Charge (Per Meter)			
45	3/4" Meter	\$17.55	\$14.63
46	1" Meter	35.10	24.38
47	1.5" Meter	52.65	48.75
48	2" Meter	70.20	78.00
49	3" Meter	175.50	146.25
50	4" Meter	228.15	243.75
51	6" Meter	456.30	487.50
52	8" Meter	737.00	780.00
53	10" Meter	1,053.00	1,121.25
54	Non-Connected Customers	17.55	14.63

Table ES-2
City of Port Orange, Florida
Water, Wastewater, and Reclaimed Water Rate Study

Existing and Proposed Wastewater System Monthly User Rates

Line No.	Description	Existing Rates 2014	Proposed Rates 2015
	Existing Usage Charges (Per Thousand Gallons)		
55	Block 1 (Scales with Meter Size)	\$0.00	N/A
56	Block 2 (Scales with Meter Size)	6.45	N/A
57	Block 3 (Scales with Meter Size)	7.95	N/A
58	Sewer Energy Usage Charge (Per Thousand Gallons)	\$0.72	N/A
	Proposed Usage Charges (Per Thousand Gallons)		
59	All Usage	N/A	\$5.44
	<u>Campgrounds and Recreational Parks - Inside the City</u>		
	Minimum Monthly Charge (Per Unit)		
60	Per Unit	\$11.70	\$11.70
	Existing Usage Charges (Per Thousand Gallons)		
61	Block 1 (0 - 1,000)	\$0.00	N/A
62	Block 2 (1,001 - 4,000)	4.05	N/A
63	Block 3 (4,000+)	5.05	N/A
64	Sewer Energy Usage Charge (Per Thousand Gallons)	\$0.72	N/A
	Proposed Usage Charges (Per Thousand Gallons)		
65	All Usage	N/A	\$4.35
	<u>Campgrounds and Recreational Parks - Outside the City</u>		
	Minimum Monthly Charge (Per Unit)		
66	Per Unit	\$17.55	\$14.63
	Existing Usage Charges (Per Thousand Gallons)		
67	Block 1 (0 - 1,000)	\$0.00	N/A
68	Block 2 (1,001 - 4,000)	6.45	N/A
69	Block 3 (4,000+)	7.95	N/A
70	Sewer Energy Usage Charge (Per Thousand Gallons)	\$0.72	N/A
	Proposed Usage Charges (Per Thousand Gallons)		
71	All Usage	N/A	\$5.44

Table ES-3
City of Port Orange, Florida
Fiscal Year 2014 Water, Wastewater and Reclaimed Water Rate Study

Existing and Proposed Reclaimed Water System Monthly User Rates

Line No.	Description	Existing Rates 2014	Proposed Rates 2015
	Proposed Revenue Adjustment	N/A	5.86%
	RECLAIMED WATER SERVICE		
	<u>Inside the City</u>		
	Minimum Monthly Charge (Per Meter)		
1	3/4" Meter	\$8.75	\$8.75
2	1" Meter	28.45	14.58
3	1.5" Meter	37.25	29.17
4	2" Meter	56.95	46.67
5	3" Meter	120.45	87.50
6	4" Meter	157.50	145.83
7	6" Meter	315.40	291.67
8	8" Meter	537.70	466.67
9	10" Meter	722.75	670.83
	Existing Usage Charges (Per Thousand Gallons) [1]		
10	Block 1	\$0.00	N/A
11	Block 2	0.35	N/A
12	Block 3	1.00	N/A
13	Block 4	1.50	N/A
14	Block 5	2.75	N/A
15	Reclaimed Water Energy Usage Charge (Per Thousand Gallons)	\$0.15	N/A
	Proposed Usage Charges (Per Thousand Gallons) [2]		
16	Block 1	N/A	\$0.22
17	Block 2	N/A	0.39
18	Block 3	N/A	0.44
	<u>Outside the City</u>		
	Minimum Monthly Charge (Per Meter)		
19	3/4" Meter	\$8.75	\$10.94
20	1" Meter	28.45	18.23
21	1.5" Meter	37.25	36.46
22	2" Meter	56.95	58.34
23	3" Meter	120.45	109.38
24	4" Meter	157.50	182.29
25	6" Meter	315.40	364.59
26	8" Meter	537.70	583.34
27	10" Meter	722.75	838.54

Table ES-3
City of Port Orange, Florida
Fiscal Year 2014 Water, Wastewater and Reclaimed Water Rate Study

Existing and Proposed Reclaimed Water System Monthly User Rates

Line No.	Description	Existing Rates 2014	Proposed Rates 2015
Existing Usage Charges (Per Thousand Gallons) [1]			
28	Block 1	\$0.00	N/A
29	Block 2	0.35	N/A
30	Block 3	1.00	N/A
31	Block 4	1.50	N/A
32	Block 5	2.75	N/A
33	Reclaimed Water Energy Usage Charge (Per Thousand Gallons)	\$0.15	N/A
Proposed Usage Charges (Per Thousand Gallons) [2]			
34	Block 1	N/A	\$0.28
35	Block 2	N/A	0.48
36	Block 3	N/A	0.55
<u>Metered Interruptible Service - Inside the City</u>			
Minimum Monthly Charge (Per Meter)			
37	3/4" Meter	\$8.75	\$8.75
38	1" Meter	28.45	14.58
39	1.5" Meter	37.25	29.17
40	2" Meter	56.95	46.67
41	3" Meter	120.45	87.50
42	4" Meter	157.50	145.83
43	6" Meter	315.40	291.67
44	8" Meter	537.70	466.67
45	10" Meter	722.75	670.83
Existing Usage Charges (Per Thousand Gallons) [1]			
46	Block 1	0.00	N/A
47	Block 2	0.35	N/A
48	Block 3	0.35	N/A
49	Block 4	0.35	N/A
50	Block 5	0.35	N/A
51	Reclaimed Water Energy Usage Charge (Per Thousand Gallons)	\$0.15	N/A
Proposed Usage Charges (Per Thousand Gallons)			
52	All Usage	N/A	\$0.22

Table ES-3
City of Port Orange, Florida
Fiscal Year 2014 Water, Wastewater and Reclaimed Water Rate Study

Existing and Proposed Reclaimed Water System Monthly User Rates

Line No.	Description	Existing Rates 2014	Proposed Rates 2015
<u>Metered Interruptible Service - Outside the City</u>			
Minimum Monthly Charge (Per Meter)			
53	3/4" Meter	\$8.75	\$10.94
54	1" Meter	28.45	18.23
55	1.5" Meter	37.25	36.46
56	2" Meter	56.95	58.34
57	3" Meter	120.45	109.38
58	4" Meter	157.50	182.29
59	6" Meter	315.40	364.59
60	8" Meter	537.70	583.34
61	10" Meter	722.75	838.54
Existing Usage Charges (Per Thousand Gallons) [1]			
62	Block 1	0.00	N/A
63	Block 2	0.35	N/A
64	Block 3	0.35	N/A
65	Block 4	0.35	N/A
66	Block 5	0.35	N/A
67	Reclaimed Water Energy Usage Charge (Per Thousand Gallons)	\$0.15	N/A
Proposed Usage Charges (Per Thousand Gallons) [2]			
68	Block 1	N/A	\$0.28

Footnotes:

[1] Existing reclaimed water block ranges vary based on meter size and are delineated below:

Description - Meter Size	Block 1	Block 2	Block 3	Block 4	Block 5
3/4" Meter	0 - 20,000	20,001 - 50,000	50,001 - 100,000	100,001 - 150,000	150,000 +
1" Meter	0 - 50,000	50,001 - 80,000	80,001 - 150,000	150,001 - 250,000	250,000 +
1.5" Meter	0 - 75,000	75,001 - 150,000	150,001 - 225,000	225,001 - 325,000	325,000 +
2" Meter	0 - 125,000	125,001 - 300,000	300,001 - 400,000	400,001 - 500,000	500,000 +
3" Meter	0 - 250,000	250,001 - 425,000	425,001 - 700,000	700,001 - 850,000	850,000 +
4" Meter	0 - 325,000	325,001 - 650,000	650,001 - 950,000	950,001 - 1,400,000	1,400,000 +
6" Meter	0 - 625,000	625,001 - 1,150,000	1,150,001 - 1,500,000	1,500,001 - 2,100,000	2,100,000 +
8" Meter	0 - 1,075,000	1,075,001 - 1,600,000	1,600,001 - 2,100,000	2,100,001 - 2,800,000	2,800,000 +
10" Meter	0 - 1,500,000	1,500,001 - 2,300,000	2,300,001 - 3,200,000	3,200,001 - 3,900,000	3,900,000 +

Table ES-3
City of Port Orange, Florida
Fiscal Year 2014 Water, Wastewater and Reclaimed Water Rate Study

Existing and Proposed Reclaimed Water System Monthly User Rates

Line No.	Description	Existing Rates 2014	Proposed Rates 2015
-------------	-------------	------------------------	------------------------

[2] Proposed reclaimed water block ranges vary based on meter size and are delineated below:

Description - Meter Size	Block 1	Block 2	Block 3
3/4" Meter	0 - 12,000	12,001 - 18,000	18,000 +
1" Meter	0 - 20,000	20,001 - 30,000	30,000 +
1.5" Meter	0 - 40,000	40,001 - 60,000	60,000 +
2" Meter	0 - 64,000	64,001 - 96,000	96,000 +
3" Meter	0 - 120,000	120,001 - 180,000	180,000 +
4" Meter	0 - 200,000	200,001 - 300,000	300,000 +
6" Meter	0 - 400,000	400,001 - 600,000	600,000 +
8" Meter	0 - 640,000	640,001 - 960,000	960,000 +
10" Meter	0 - 920,000	920,001 - 1,380,000	1,380,000 +

Table ES-4
City of Port Orange, Florida
Water, Wastewater, and Reclaimed Water Rate Study

Comparison of Typical Monthly Residential Bills for Water Service [1]

Line No.	Description	Residential Service for a 5/8" or 3/4" Meter							
		0 Gallons	2,000 Gallons	3,000 Gallons	4,000 Gallons [2]	6,000 Gallons	8,000 Gallons	15,000 Gallons	20,000 Gallons
City of Port Orange, Florida									
1	Existing Rates [3]	\$9.90	\$12.86	\$16.19	\$19.52	\$26.58	\$34.24	\$67.35	\$92.50
2	Proposed Fiscal Year 2015 Rates	9.90	12.86	16.74	20.62	28.38	36.14	71.76	113.30
Other Florida Utilities:									
3	City of Daytona Beach [4]	\$14.12	\$18.77	\$23.42	\$28.07	\$37.37	\$46.67	\$79.22	\$102.47
4	City of DeLand [4][5]	11.87	15.71	17.63	19.55	23.39	27.23	57.83	84.83
5	City of Deltona [4]	10.28	13.16	14.60	16.04	20.36	26.12	57.03	82.18
6	City of Edgewater	9.34	12.56	17.91	23.26	35.30	48.68	103.86	145.66
7	City of Eustis [4]	9.58	13.58	15.58	17.58	21.58	25.58	43.01	55.46
8	City of Holly Hill [6]	16.20	16.20	22.43	28.66	41.12	53.58	97.19	134.54
9	New Smyrna Beach Utilities Commission	11.65	13.51	14.75	15.99	19.19	23.11	36.83	48.48
10	City of Orange City [4]	9.74	16.40	19.73	23.06	29.72	38.05	78.03	111.33
11	City of Ormond Beach	12.08	12.08	15.26	18.44	24.80	32.34	58.73	77.58
12	Town of Ponce Inlet	15.00	15.00	22.10	29.20	43.40	57.60	107.30	142.80
13	City of Sanford [4]	10.90	10.90	13.02	15.14	19.38	24.92	46.80	64.80
14	Seminole County [4]	12.15	14.21	15.24	16.27	18.33	20.39	30.95	46.35
15	City of South Daytona [4]	13.22	18.31	23.40	28.49	38.67	49.31	88.16	115.91
16	Volusia County - Softened [4]	12.75	19.97	23.58	27.19	35.24	44.12	75.95	101.30
17	Other Utilities' Average	\$12.06	\$15.03	\$18.48	\$21.92	\$29.13	\$36.98	\$68.64	\$93.84

Footnotes:

- [1] Unless otherwise noted, amounts shown reflect residential rates in effect June 2014 and are exclusive of taxes or franchise fees, if any, and reflect rates charged for inside the city service. All rates are as reported by the respective utility. This comparison is intended to show comparable charges for similar service for comparison purposes only and is not intended to be a complete listing of all rates and charges offered by each listed utility.
- [2] Reflects average usage of a typical single family residential customer with both water and wastewater service within the service area of the City of Port Orange utility system.
- [3] Reflects energy usage charge for water system of \$0.58 per 1,000 gallons
- [4] Utility is currently involved in a rate study, is planning to conduct a rate study, or plans to implement a rate revision or price index / pass-through adjustment within the next twelve months following the comparison preparation date
- [5] Utility bills a separate charge, applied on a "per bill basis," regardless of type of service. Such charge has been included in the rates for water service since this is the predominant service received by utility customers.
- [6] Includes a \$3.00 renewal and replacement fee.

Table ES-5
City of Port Orange, Florida
Water, Wastewater, and Reclaimed Water Rate Study

Comparison of Typical Monthly Residential Bills for Wastewater Service [1]

Line No.	Description	Residential Service for a 5/8" or 3/4" Meter							
		0 Gallons	2,000 Gallons	3,000 Gallons	4,000 Gallons [2]	6,000 Gallons	8,000 Gallons	15,000 Gallons	20,000 Gallons
City of Port Orange, Florida									
1	Existing Rates [3]	\$11.70	\$16.47	\$21.24	\$26.01	\$37.55	\$49.09	\$89.48	\$118.33
2	Proposed Fiscal Year 2015 Rates	11.70	20.40	24.75	29.10	37.80	46.50	63.90	63.90
Other Florida Utilities:									
3	City of Daytona Beach [4]	\$11.72	\$18.92	\$26.12	\$33.32	\$47.72	\$62.12	\$112.52	\$148.52
4	City of DeLand [4][5]	24.09	32.19	36.24	40.29	48.39	56.49	84.84	84.84
5	City of Deltona [4]	15.07	40.31	52.93	65.55	94.57	127.37	160.17	160.17
6	City of Edgewater	13.04	23.96	29.42	34.88	45.80	56.72	94.94	122.24
7	City of Eustis [4]	23.43	29.29	32.22	35.15	41.01	46.87	52.73	52.73
8	City of Holly Hill [6]	18.18	18.18	25.34	32.50	46.82	61.14	111.26	147.06
9	New Smyrna Beach Utilities Commission	18.61	26.75	30.82	34.89	43.03	51.17	79.66	100.01
10	City of Orange City [4]	19.07	32.05	38.54	45.03	58.01	70.99	77.48	77.48
11	City of Ormond Beach	15.79	15.79	20.22	24.65	33.51	42.37	73.38	95.53
12	Town of Ponce Inlet	17.55	24.82	32.09	39.36	56.90	74.44	135.83	179.68
13	City of Sanford [4]	20.05	20.05	25.52	30.99	41.93	52.87	74.75	74.75
14	Seminole County [4]	19.31	28.09	32.48	36.87	45.65	54.43	85.16	85.16
15	City of South Daytona [4]	16.55	24.25	31.95	39.65	55.05	71.12	129.71	171.56
16	Volusia County - Softened [4]	19.60	27.90	32.05	36.20	44.50	52.80	77.70	77.70
17	Other Utilities' Average	\$18.00	\$25.90	\$31.85	\$37.81	\$50.21	\$62.92	\$96.44	\$112.67

Footnotes:

- [1] Unless otherwise noted, amounts shown reflect residential rates in effect June 2014 and are exclusive of taxes or franchise fees, if any, and reflect rates charged for inside the city service. All rates are as reported by the respective utility. This comparison is intended to show comparable charges for similar service for comparison purposes only and is not intended to be a complete listing of all rates and charges offered by each listed utility.
- [2] Reflects average usage of a typical single family residential customer with both water and wastewater service within the service area of the City of Port Orange utility system.
- [3] Reflects energy usage charge for wastewater system of \$0.72 per 1,000 gallons after first 1,000 gallons
- [4] Utility is currently involved in a rate study, is planning to conduct a rate study, or plans to implement a rate revision or price index / pass-through adjustment within the next twelve months following the comparison preparation date
- [5] Utility bills a separate charge, applied on a "per bill basis," regardless of type of service. Such charge has been included in the rates for water service since this is the predominant service received by utility customers.
- [6] Includes a \$3.00 renewal and replacement fee.

Table ES-6
City of Port Orange, Florida
Water, Wastewater, and Reclaimed Water Rate Study

Comparison of Typical Monthly Residential Bills for Combined Water and Wastewater Service [1]

Line No.	Description	Residential Service for a 5/8" or 3/4" Meter							
		0 Gallons	2,000 Gallons	3,000 Gallons	4,000 Gallons [2]	6,000 Gallons	8,000 Gallons	15,000 Gallons	20,000 Gallons
City of Port Orange, Florida									
1	Existing Rates [3]	\$21.60	\$29.33	\$37.43	\$45.53	\$64.13	\$83.33	\$156.83	\$210.83
2	Proposed Fiscal Year 2015 Rates	21.60	33.26	41.49	49.72	66.18	82.64	135.66	177.20
Other Florida Utilities:									
3	City of Daytona Beach [4]	\$25.84	\$37.69	\$49.54	\$61.39	\$85.09	\$108.79	\$191.74	\$250.99
4	City of DeLand [4][5]	35.96	47.90	53.87	59.84	71.78	83.72	142.67	169.67
5	City of Deltona [4]	25.35	53.47	67.53	81.59	114.93	153.49	217.20	242.35
6	City of Edgewater	22.38	36.52	47.33	58.14	81.10	105.40	198.80	267.90
7	City of Eustis [4]	33.01	42.87	47.80	52.73	62.59	72.45	95.74	108.19
8	City of Holly Hill [6]	34.38	34.38	47.77	61.16	87.94	114.72	208.45	281.60
9	New Smyrna Beach Utilities Commission	30.26	40.26	45.57	50.88	62.22	74.28	116.49	148.49
10	City of Orange City [4]	28.81	48.45	58.27	68.09	87.73	109.04	155.51	188.81
11	City of Ormond Beach	27.87	27.87	35.48	43.09	58.31	74.71	132.11	173.11
12	Town of Ponce Inlet	32.55	39.82	54.19	68.56	100.30	132.04	243.13	322.48
13	City of Sanford [4]	30.95	30.95	38.54	46.13	61.31	77.79	121.55	139.55
14	Seminole County [4]	31.46	42.30	47.72	53.14	63.98	74.82	116.11	131.51
15	City of South Daytona [4]	29.77	42.56	55.35	68.14	93.72	120.43	217.87	287.47
16	Volusia County - Softened [4]	32.35	47.87	55.63	63.39	79.74	96.92	153.65	179.00
17	Other Utilities' Average	\$30.07	\$40.92	\$50.33	\$59.73	\$79.34	\$99.90	\$165.07	\$206.51

Footnotes:

- [1] Unless otherwise noted, amounts shown reflect residential rates in effect June 2014 and are exclusive of taxes or franchise fees, if any, and reflect rates charged for inside the city service. All rates are as reported by the respective utility. This comparison is intended to show comparable charges for similar service for comparison purposes only and is not intended to be a complete listing of all rates and charges offered by each listed utility.
- [2] Reflects average usage of a typical single family residential customer with both water and wastewater service within the service area of the City of Port Orange utility system.
- [3] Reflects energy usage charge for water system of \$0.58 per 1,000 gallons and energy usage charge for wastewater system of \$0.72 per 1,000 gallons.
- [4] Utility is currently involved in a rate study, is planning to conduct a rate study, or plans to implement a rate revision or price index / pass-through adjustment within the next twelve months following the comparison preparation date
- [5] Utility bills a separate charge, applied on a "per bill basis," regardless of type of service. Such charge has been included in the rates for water service since this is the predominant service received by utility customers.
- [6] Includes a \$3.00 renewal and replacement fee.

Table ES-7
City of Port Orange, Florida
Water, Wastewater, and Reclaimed Water Rate Study

Comparison of Typical Monthly Bills for Reclaimed Water Service

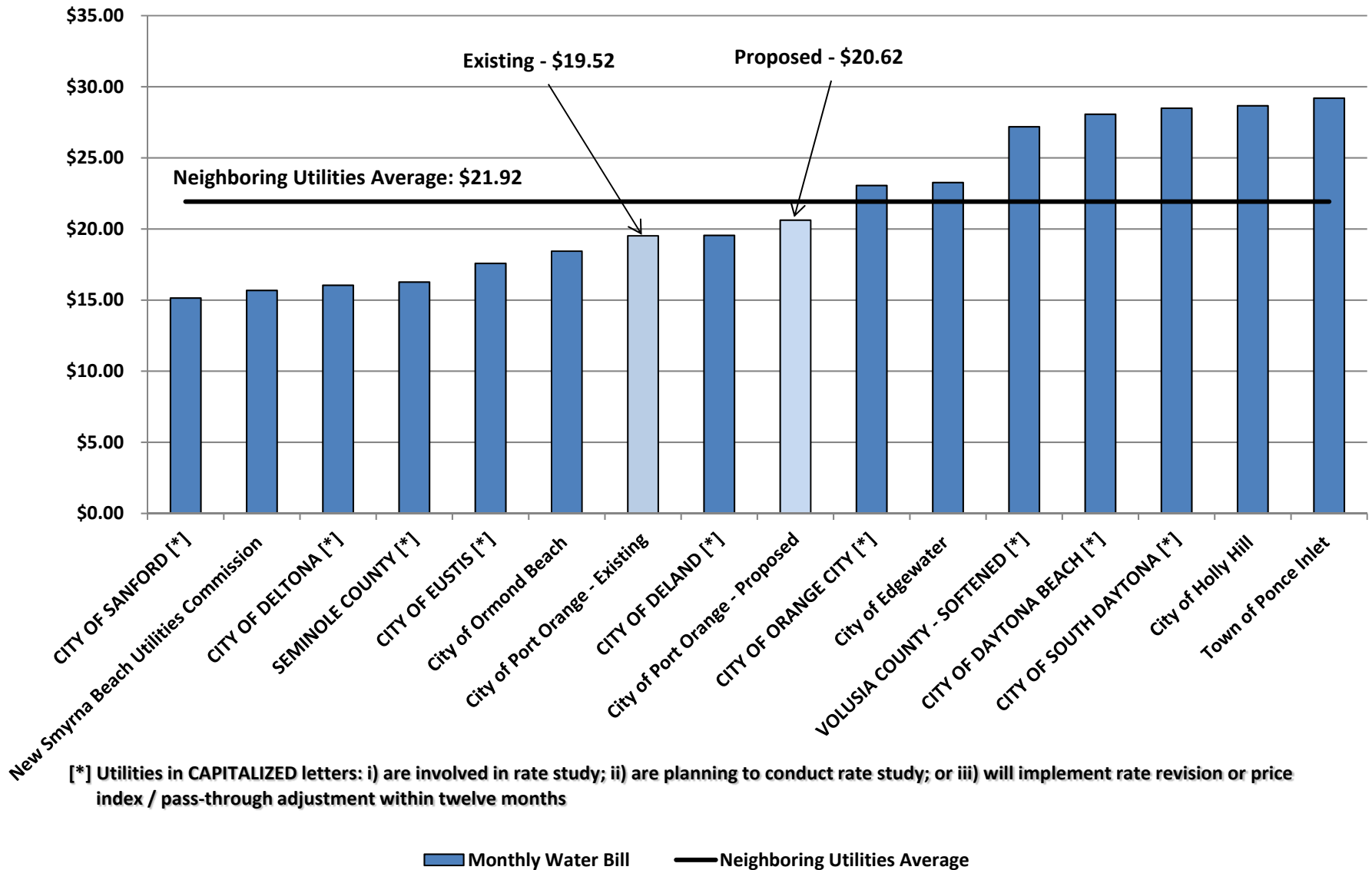
Line No.	Description	5/8" or 3/4" Meter							
		0 Gallons	5,000 Gallons	10,000 Gallons	12,000 Gallons [1]	15,000 Gallons	20,000 Gallons	25,000 Gallons	35,000 Gallons
	City of Port Orange, Florida								
1	Existing Rates [2]	\$8.75	\$8.75	\$8.75	\$8.75	\$8.75	\$8.75	\$11.25	\$16.25
2	Proposed Fiscal Year 2015 Rates	8.75	9.85	10.95	11.39	12.56	14.61	16.81	21.21
	Other Florida Utilities								
3	City of Daytona Beach	\$5.71	\$5.71	\$5.71	\$5.71	\$5.71	\$5.71	\$5.71	\$5.71
4	City of Deltona	2.89	9.29	15.69	18.25	22.09	28.49	34.89	47.69
5	City of Edgewater	9.50	9.50	9.50	9.50	9.50	9.50	9.50	12.60
6	City of Eustis	0.00	6.25	12.50	15.00	20.28	29.08	41.43	66.13
7	City of New Smyrna Beach	11.20	11.20	11.20	11.20	11.20	22.40	33.60	56.00
8	City of Ormond Beach	16.00	16.00	16.00	16.00	16.00	16.00	16.00	16.00
9	City of Sanford	5.49	11.14	16.79	19.05	22.44	28.09	33.74	47.84
10	Seminole County	5.07	8.47	11.87	14.13	17.52	23.17	32.42	56.97
11	Volusia County	6.21	13.16	20.11	23.29	28.06	41.36	54.66	81.26
12	Surveyed Other Florida Utilities' Average	\$6.90	\$10.08	\$13.26	\$14.68	\$16.98	\$22.64	\$29.11	\$43.36

NOTE: Reclaimed water rates of other utilities may reflect different levels of service or may not fully recover costs of providing service.

Footnotes:

- [1] Represents average monthly usage level of 3/4" metered reclaimed water customer in the system.
- [2] Reflects energy usage charge of \$0.15 per 1,000 gallons after first 20,000 gallons.

**Figure ES-1: Comparison of Monthly Residential Water Bills
at Usage of 4,000 Gallons**



**Figure ES-2: Comparison of Monthly Residential Wastewater Bills
at Usage of 4,000 Gallons**

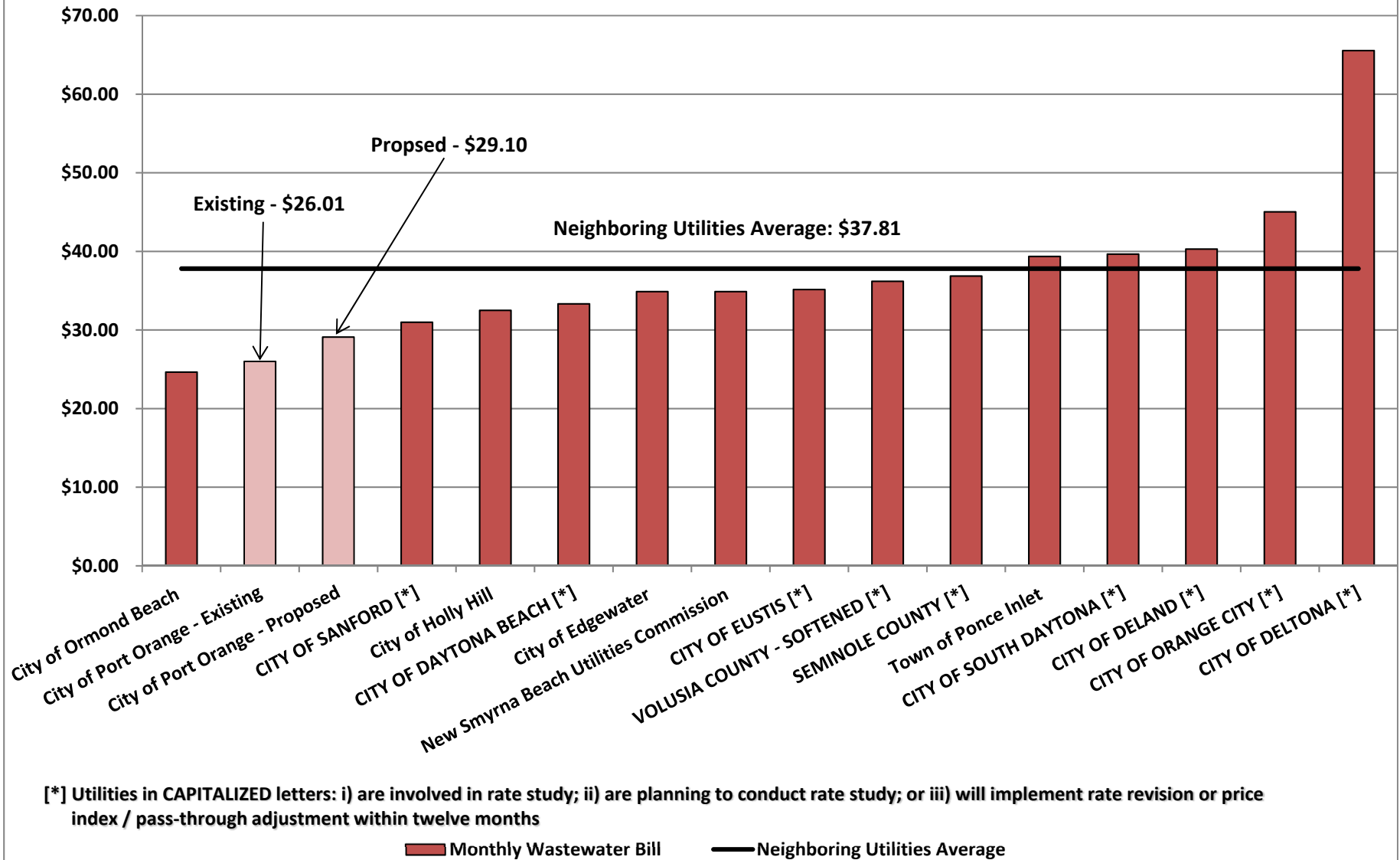
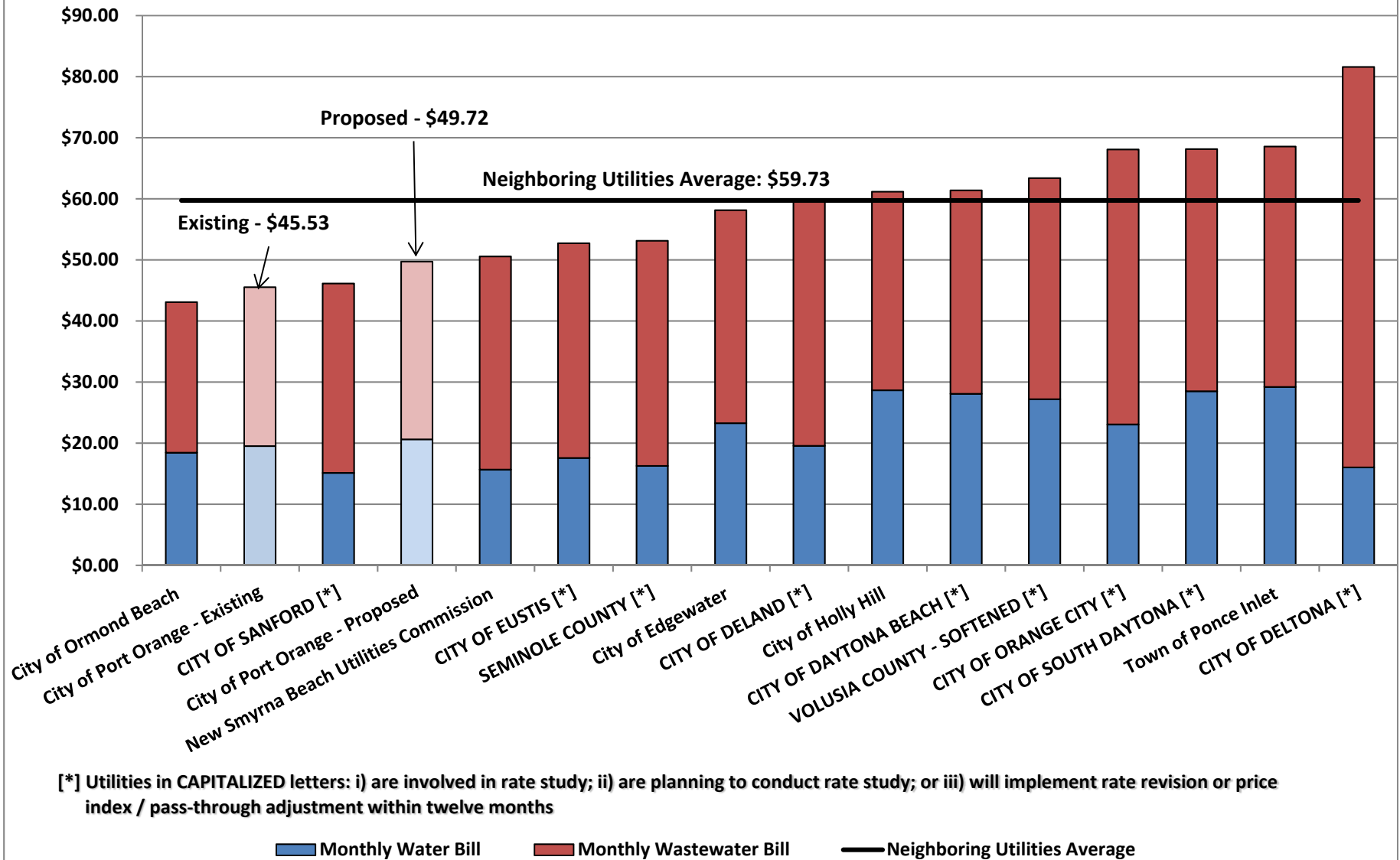


Figure ES-3: Comparison of Monthly Residential Combined Water and Wastewater Bills at Usage of 4,000 Gallons



**Figure ES-4: Comparison of Monthly Residential Reclaimed Water Bills
at Usage of 12,000 Gallons**

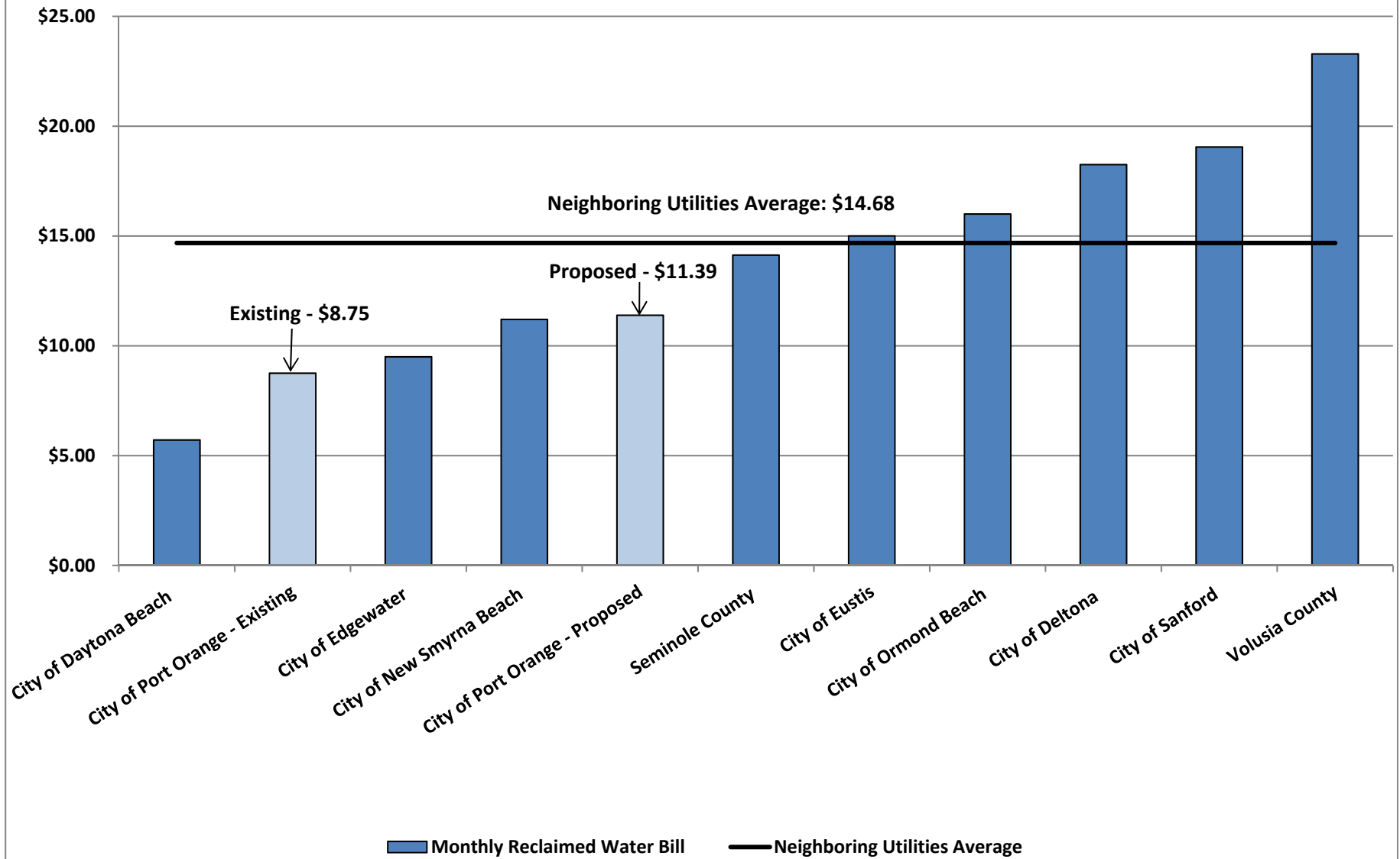


Table ES-8
City of Port Orange, Florida
Water and Wastewater Rate and Impact Fee Study

Bill Comparisons: Monthly Water User Rates

Monthly Water Bill
Residential Customers (Per Unit)

Usage in Gallons	Current Monthly Bill	Proposed Monthly Bill	Difference		Cumulative % of Bills < or = to Usage Level
			Amount	Percent	
0	\$9.90	\$9.90	\$0.00	0.0%	
2,000	12.86	12.86	0.00	0.0%	47.29%
4,000	19.52	20.62	1.10	5.6%	76.12%
6,000	26.58	28.38	1.80	6.8%	89.15%
8,000	34.24	36.14	1.90	5.5%	94.47%
15,000	67.35	71.76	4.41	6.5%	98.57%
20,000	92.50	113.30	20.80	22.5%	99.09%

Monthly Water Bill
Multifamily Residential Customers (Per Unit)

Usage in Gallons	Current Monthly Bill	Proposed Monthly Bill	Difference		Cumulative % of Bills < or = to Usage Level
			Amount	Percent	
0	\$9.90	\$9.90	\$0.00	0.0%	
2,000	15.86	16.32	0.46	2.9%	47.58%
4,000	21.82	22.74	0.92	4.2%	85.72%
6,000	27.78	29.16	1.38	5.0%	93.97%
8,000	33.74	35.58	1.84	5.5%	95.48%
15,000	54.60	58.05	3.45	6.3%	96.61%
20,000	69.50	74.10	4.60	6.6%	97.15%

Monthly Water Bill
3/4" Meter Commercial Customer

Usage in Gallons	Current Monthly Bill	Proposed Monthly Bill	Difference		Cumulative % of Bills < or = to Usage Level
			Amount	Percent	
0	\$9.90	\$9.90	\$0.00	0.0%	
2,000	12.86	16.32	3.46	26.9%	27.53%
4,000	19.52	22.74	3.22	16.5%	43.36%
6,000	26.58	29.16	2.58	9.7%	53.94%
8,000	34.24	35.58	1.34	3.9%	61.22%
15,000	67.35	58.05	(9.30)	-13.8%	74.99%
20,000	92.50	74.10	(18.40)	-19.9%	80.12%

Table ES-8
City of Port Orange, Florida
Water and Wastewater Rate and Impact Fee Study

Bill Comparisons: Monthly Water User Rates

Monthly Water Bill
1" Meter Commercial Customer

Usage in Gallons	Current Monthly Bill	Proposed Monthly Bill	Difference		Cumulative % of Bills < or = to Usage Level
			Amount	Percent	
0	\$19.80	\$16.50	(\$3.30)	-16.7%	
7,000	40.31	38.97	(1.34)	-3.3%	42.60%
14,000	72.22	61.44	(10.78)	-14.9%	60.69%
20,000	102.40	80.70	(21.70)	-21.2%	69.67%
27,000	137.61	103.17	(34.44)	-25.0%	76.56%
50,000	253.30	177.00	(76.30)	-30.1%	88.43%
67,000	338.81	231.57	(107.24)	-31.7%	92.33%

Monthly Water Bill
2" Meter Commercial Customer

Usage in Gallons	Current Monthly Bill	Proposed Monthly Bill	Difference		Cumulative % of Bills < or = to Usage Level
			Amount	Percent	
0	\$39.60	\$52.80	\$13.20	33.3%	
11,000	76.93	88.11	11.18	14.5%	20.84%
22,000	132.26	123.42	(8.84)	-6.7%	34.94%
32,000	182.56	155.52	(27.04)	-14.8%	45.46%
43,000	237.89	190.83	(47.06)	-19.8%	55.09%
80,000	424.00	309.60	(114.40)	-27.0%	77.66%
107,000	555.36	396.27	(159.09)	-28.6%	85.41%

Table ES-9
City of Port Orange, Florida
Water and Wastewater Rate and Impact Fee Study

Bill Comparisons: Monthly Wastewater User Rates

Monthly Wastewater Bill
Residential Customers (Per Unit)

Usage in Gallons	Current Monthly Bill	Proposed Monthly Bill	Difference		Cumulative % of Bills < or = to Usage Level
			Amount	Percent	
0	\$11.70	\$11.70	\$0.00	0.0%	
2,000	16.47	20.40	3.93	23.9%	47.29%
4,000	26.01	29.10	3.09	11.9%	76.12%
6,000	37.55	37.80	0.25	0.7%	89.15%
8,000	49.09	46.50	(2.59)	-5.3%	94.47%
15,000	89.48	63.90	(25.58)	-28.6%	98.57%
20,000	118.33	63.90	(54.43)	-46.0%	99.09%

Monthly Wastewater Bill
Multifamily Residential Customers (Per Unit)

Usage in Gallons	Current Monthly Bill	Proposed Monthly Bill	Difference		Cumulative % of Bills < or = to Usage Level
			Amount	Percent	
0	\$11.70	\$11.70	\$0.00	0.0%	
2,000	16.47	20.40	3.93	23.9%	47.58%
4,000	26.01	29.10	3.09	11.9%	85.72%
6,000	37.55	37.80	0.25	0.7%	93.97%
8,000	49.09	46.50	(2.59)	-5.3%	95.48%
15,000	89.48	76.95	(12.53)	-14.0%	96.61%
20,000	118.33	98.70	(19.63)	-16.6%	97.15%

Monthly Wastewater Bill
3/4" Meter Commercial Customer

Usage in Gallons	Current Monthly Bill	Proposed Monthly Bill	Difference		Cumulative % of Bills < or = to Usage Level
			Amount	Percent	
0	\$11.70	\$11.70	\$0.00	0.0%	
2,000	16.47	20.40	3.93	23.9%	27.53%
4,000	26.01	29.10	3.09	11.9%	43.36%
6,000	37.55	37.80	0.25	0.7%	53.94%
8,000	49.09	46.50	(2.59)	-5.3%	61.22%
15,000	89.48	76.95	(12.53)	-14.0%	74.99%
20,000	118.33	98.70	(19.63)	-16.6%	80.12%

Table ES-9
City of Port Orange, Florida
Water and Wastewater Rate and Impact Fee Study

Bill Comparisons: Monthly Wastewater User Rates

Monthly Wastewater Bill
1" Meter Commercial Customer

Usage in Gallons	Current Monthly Bill	Proposed Monthly Bill	Difference		Cumulative % of Bills < or = to Usage Level
			Amount	Percent	
0	\$23.40	\$19.50	(\$3.90)	-16.7%	
7,000	47.25	49.95	2.70	5.7%	42.60%
14,000	86.64	80.40	(6.24)	-7.2%	60.69%
20,000	121.26	106.50	(14.76)	-12.2%	69.67%
27,000	161.65	136.95	(24.70)	-15.3%	76.56%
50,000	294.36	237.00	(57.36)	-19.5%	88.43%
67,000	392.45	310.95	(81.50)	-20.8%	92.33%

Monthly Wastewater Bill
2" Meter Commercial Customer

Usage in Gallons	Current Monthly Bill	Proposed Monthly Bill	Difference		Cumulative % of Bills < or = to Usage Level
			Amount	Percent	
0	\$46.80	\$62.40	\$15.60	33.3%	
11,000	80.19	110.25	30.06	37.5%	20.84%
22,000	138.66	158.10	19.44	14.0%	34.94%
32,000	196.36	201.60	5.24	2.7%	45.46%
43,000	259.83	249.45	(10.38)	-4.0%	55.09%
80,000	473.32	410.40	(62.92)	-13.3%	77.66%
107,000	629.11	527.85	(101.26)	-16.1%	85.41%

Table ES-10
City of Port Orange, Florida
Water and Wastewater Rate and Impact Fee Study

Bill Comparisons: Monthly Combined Water and Wastewater User Rates

Monthly Combined Water and Wastewater Bill
Residential Customers (Per Unit)

Usage in Gallons	Current Monthly Bill	Proposed Monthly Bill	Difference		Cumulative % of Bills < or = to Usage Level
			Amount	Percent	
0	\$21.60	\$21.60	\$0.00	0.0%	
2,000	29.33	33.26	3.93	13.4%	47.29%
4,000	45.53	49.72	4.19	9.2%	76.12%
6,000	64.13	66.18	2.05	3.2%	89.15%
8,000	83.33	82.64	(0.69)	-0.8%	94.47%
15,000	156.83	135.66	(21.17)	-13.5%	98.57%
20,000	210.83	177.20	(33.63)	-16.0%	99.09%

Monthly Combined Water and Wastewater Bill
Multifamily Residential Customers (Per Unit)

Usage in Gallons	Current Monthly Bill	Proposed Monthly Bill	Difference		Cumulative % of Bills < or = to Usage Level
			Amount	Percent	
0	\$21.60	\$21.60	\$0.00	0.0%	
2,000	32.33	36.72	4.39	13.6%	47.58%
4,000	47.83	51.84	4.01	8.4%	85.72%
6,000	65.33	66.96	1.63	2.5%	93.97%
8,000	82.83	82.08	(0.75)	-0.9%	95.48%
15,000	144.08	135.00	(9.08)	-6.3%	96.61%
20,000	187.83	172.80	(15.03)	-8.0%	97.15%

Monthly Combined Water and Wastewater Bill
3/4" Meter Commercial Customer

Usage in Gallons	Current Monthly Bill	Proposed Monthly Bill	Difference		Cumulative % of Bills < or = to Usage Level
			Amount	Percent	
0	\$21.60	\$21.60	\$0.00	0.0%	
2,000	29.33	36.72	7.39	25.2%	27.53%
4,000	45.53	51.84	6.31	13.9%	43.36%
6,000	64.13	66.96	2.83	4.4%	53.94%
8,000	83.33	82.08	(1.25)	-1.5%	61.22%
15,000	156.83	135.00	(21.83)	-13.9%	74.99%
20,000	210.83	172.80	(38.03)	-18.0%	80.12%

Table ES-10
City of Port Orange, Florida
Water and Wastewater Rate and Impact Fee Study

Bill Comparisons: Monthly Combined Water and Wastewater User Rates

Monthly Combined Water and Wastewater Bill
1" Meter Commercial Customer

Usage in Gallons	Current Monthly Bill	Proposed Monthly Bill	Difference		Cumulative % of Bills < or = to Usage Level
			Amount	Percent	
0	\$43.20	\$36.00	(\$7.20)	-16.7%	
7,000	87.56	88.92	1.36	1.6%	42.60%
14,000	158.86	141.84	(17.02)	-10.7%	60.69%
20,000	223.66	187.20	(36.46)	-16.3%	69.67%
27,000	299.26	240.12	(59.14)	-19.8%	76.56%
50,000	547.66	414.00	(133.66)	-24.4%	88.43%
67,000	731.26	542.52	(188.74)	-25.8%	92.33%

Monthly Combined Water and Wastewater Bill
2" Meter Commercial Customer

Usage in Gallons	Current Monthly Bill	Proposed Monthly Bill	Difference		Cumulative % of Bills < or = to Usage Level
			Amount	Percent	
0	\$86.40	\$115.20	\$28.80	33.3%	
11,000	157.12	198.36	41.24	26.2%	20.84%
22,000	270.92	281.52	10.60	3.9%	34.94%
32,000	378.92	357.12	(21.80)	-5.8%	45.46%
43,000	497.72	440.28	(57.44)	-11.5%	55.09%
80,000	897.32	720.00	(177.32)	-19.8%	77.66%
107,000	1,184.47	924.12	(260.35)	-22.0%	85.41%

Table ES-11
City of Port Orange, Florida
Water and Wastewater Rate and Impact Fee Study

Bill Comparisons: Monthly Reclaimed Water User Rates

Monthly Reclaimed Water Bill
3/4" Meter

Usage in Gallons	Current Monthly Bill	Proposed Monthly Bill	Difference		Cumulative % of Bills < or = to Usage Level
			Amount	Percent	
0	\$8.75	\$8.75	\$0.00	0.0%	
5,000	8.75	9.85	1.10	12.6%	29.29%
10,000	8.75	10.95	2.20	25.1%	50.37%
12,000	8.75	11.39	2.64	30.2%	56.93%
15,000	8.75	12.56	3.81	43.5%	65.23%
20,000	8.75	14.61	5.86	67.0%	75.68%
25,000	11.25	16.81	5.56	49.4%	82.80%

Monthly Reclaimed Water Bill
2" Meter

Usage in Gallons	Current Monthly Bill	Proposed Monthly Bill	Difference		Cumulative % of Bills < or = to Usage Level
			Amount	Percent	
0	\$56.95	\$46.67	(\$10.28)	-18.1%	
27,000	56.95	52.61	(4.34)	-7.6%	21.09%
53,000	56.95	64.27	7.32	12.9%	36.57%
64,000	56.95	78.35	21.40	37.6%	42.91%
80,000	56.95	66.99	10.04	17.6%	51.68%
106,000	56.95	77.63	20.68	36.3%	64.78%
133,000	60.95	89.51	28.56	46.9%	74.51%

Table ES-12
City of Port Orange, Florida
Fiscal Year 2014 Water, Wastewater and Reclaimed Water Rate Study

Existing and Proposed Miscellaneous Service Charges

Line No.	Miscellaneous Service Charge Name and Description	Existing Fees	Proposed Fees
<u>Connection Charges for Potable Water and Reclaimed Service</u>			
<u>Potable Meters - Inside the City Limits:</u>			
1	3/4"	\$415.00	\$605.00
2	1"	670.00	825.00
3	1-1/2"	N/A	980.00
4	2"	1,905.00	1,905.00
5	3" or Larger [1]	425.00 + actual material and labor	425.00 + actual material and labor
<u>Reclaimed / Irrigation Meters - Inside the City Limits:</u>			
6	3/4"	\$430.00	\$605.00
7	1"	735.00	825.00
8	1-1/2"	N/A	980.00
9	2"	1,535.00	1,535.00
<u>Potable Meters - Outside the City Limits:</u>			
11	3/4"	\$540.00	\$755.00
12	1"	875.00	1,030.00
13	1-1/2"	N/A	1,225.00
14	2"	2,480.00	2,380.00
15	3" or Larger [1]	555.00	530.00
If a pressure main tap is required to complete the connection, the pressure main tapping charge set forth in the section on "Tapping Charges" shall be added to the charge. Charges for new service extensions shall be based on actual material, labor and equipment costs.			
<u>Connection Charges for Sewer Service</u>			
16	If connected at time of construction and is developer installed	\$0.00	\$0.00
17	If new connection after construction or if City pays for connection concurrent with a line extension then the greater of actual costs or	\$1,400.00	\$1,400.00
<u>Minimum Customer Deposits</u>			
<u>Primary Meters - Owner of Property</u>			
18	3/4"	\$100.00	\$100.00
19	1"	200.00	200.00
20	1 1/2"	300.00	300.00
21	2"	760.00	760.00
22	3"	1,050.00	1,050.00
23	4"	1,400.00	1,400.00
24	6"	3,500.00	3,500.00
25	8"	4,200.00	4,200.00
26	10"	6,000.00	6,000.00
<u>Primary Meters - Tenant</u>			
27	3/4"	\$175.00	\$175.00
28	1"	350.00	350.00
29	1 1/2"	525.00	525.00
30	2"	1,330.00	1,330.00
31	3"	1,838.00	1,838.00
32	4"	2,450.00	2,450.00
33	6"	6,125.00	6,125.00
34	8"	7,350.00	7,350.00
35	10"	10,500.00	10,500.00

Table ES-12
City of Port Orange, Florida
Fiscal Year 2014 Water, Wastewater and Reclaimed Water Rate Study

Existing and Proposed Miscellaneous Service Charges

Line No.	Miscellaneous Service Charge Name and Description	Existing Fees	Proposed Fees
<u>Additional Meters - Owner Occupied Reclaimed Meter</u>			
36	3/4"	\$35.00	\$35.00
37	1"	70.00	70.00
38	1 1/2"	105.00	105.00
39	2"	140.00	266.00
40	3"	350.00	367.50
41	4"	455.00	490.00
<u>Additional Meters - Tenant Reclaimed or Potable Meter</u>			
42	3/4"	\$80.00	\$80.00
43	1"	160.00	160.00
44	1 1/2"	240.00	240.00
45	2"	320.00	608.00
46	3"	800.00	840.00
47	4"	1,040.00	1,120.00
<u>Multiple Property Ownership (Shared Deposit)</u>			
48	Three (3) Meters or Less	\$100.00	\$100.00
49	Four (4) Meters or More	\$100 plus \$35 for each additional over (3)	100 plus \$35 for each additional over (3)
50	Customers with Prior Disconnects or Historical Delinquent Accounts on Credit Report	Between 1-3 Months of Average Bill	3x Average Monthly Bill
<u>Portable Water Meter Deposits / Charges</u>			
51	Portable Truck Mounted Meters [2]	\$760.00	Actual Cost of Meter [3]
52	Cart Mounted Meter with Backflow Device [4]	\$1,440 plus \$25 per month processing fee	\$1,500 plus \$25 per month processing fee [5]
<u>Account Service Charges</u>			
53	Turn On / Reconnect Fee - Regular Hours	\$35.00	\$40.00
54	Turn On / Reconnect Fee - Same Day	70.00	80.00
55	Tampering Fee	3x Estimated dollar amount of service plus \$70.00	3x Estimated dollar amount of service plus \$105.00
<u>Extraordinary Service Call Charges</u>			
56	Regular Hours	\$35.00	\$40.00
57	After Hours	70.00	105.00
58	Rental Property - Landlord Shutoff	35.00	40.00
<u>Meter Test Charges</u>			
59	Bench Test (If meter is greater than 2.5% inaccurate then no charge)	\$35.00	\$105.00
60	Meter Check (If meter is greater than 2.5% inaccurate then no charge)	10.00	20.00
<u>Swimming Pool Service Charges</u>			
61	If meter read visit from City prior to filling is required	\$35.00	\$40.00
62	If letter is provided from pool contractor or alternative reasonable process	0.00	0.00
<u>Backflow Inspection / Testing Charge</u>			
63	Monthly Charge for Inspection and Testing	\$1.70	\$2.92

Table ES-12
City of Port Orange, Florida
Fiscal Year 2014 Water, Wastewater and Reclaimed Water Rate Study

Existing and Proposed Miscellaneous Service Charges

Line No.	Miscellaneous Service Charge Name and Description	Existing Fees	Proposed Fees
<u>Minimum Tapping Charges</u>			
<u>Pressure Main Tap Size</u>			
64	1"	\$300.00	\$300.00
65	2"	310.00	340.00
66	4"	365.00	560.00
67	6"	415.00	560.00
68	8"	470.00	560.00
69	10"	520.00	615.00
70	12"	570.00	670.00
<u>Sewer Manhole Coring</u>			
71	1"	N/A	N/A
72	2"	N/A	N/A
73	4"	\$780.00	\$780.00
74	6"	780.00	780.00
75	8"	780.00	780.00
76	10"	990.00	990.00
77	12"	1,195.00	1,195.00
<u>Monthly Fire Hydrant Maintenance Charges</u>			
78	Inside the City	\$7.50	\$9.00
79	Outside the City	8.35	11.25
<u>Fire Sprinkler System Charges</u>			
<u>Single Family Residential, Multi Family Residential and Apartments - Metered</u>			
80	Less than or Equal to 2"	See Residential Water Rates	See Residential Water Rates
81	Greater than 2"	See Residential Water Rates	See Residential Water Rates
<u>Motel, Hotel, Commercial and Industrial - Metered</u>			
82	All Sizes	See Commercial Water Rates	See Commercial Water Rates
<u>New Fire Sprinkler Service Installations</u>			
83	All Sizes	See Tapping Charges and Connection Fees	See Tapping Charges and Connection Fees
<u>Monthly Charges for Unmetered Fire Sprinkler Systems - Inside</u>			
84	2"	\$2.90	\$4.40
85	3"	4.15	8.25
86	4"	6.25	13.75
87	6"	8.35	27.50
88	8"	16.65	44.00
89	10"	20.85	63.25
90	12"	27.10	118.25
<u>Monthly Charges for Unmetered Fire Sprinkler Systems - Outside</u>			
91	2"	\$4.15	\$5.50
92	3"	6.25	10.31
93	4"	8.35	17.19
94	6"	10.40	34.38
95	8"	20.85	55.00
96	10"	25.00	79.06
97	12"	31.25	147.81

Table ES-12
City of Port Orange, Florida
Fiscal Year 2014 Water, Wastewater and Reclaimed Water Rate Study

Existing and Proposed Miscellaneous Service Charges

Line No.	Miscellaneous Service Charge Name and Description	Existing Fees	Proposed Fees
<u>Collections Process Charges</u>			
98	Administration Fee for Account Sent to Collections	\$35.00	\$40.00
99	Administration Fee for Account with Lien Processing or Satisfaction (Amount Charges is in addition to County processing fee)	\$35.00	\$40.00

Footnotes:

-
- [1] Amount shown is to be paid in addition to the actual costs of materials and labor utilized by the City.
- [2] Upon return of the meter in good working condition, a refund of the lesser of \$600 or this amount reduced by replacement cost of the damaged meter components.
- [3] Upon return of the meter in good working condition, a refund of the lesser of 85% of cost or this amount reduced by replacement cost of the damaged meter components.
- [4] Upon return of the meter in good working condition, a refund of the lesser of \$1,240 or this amount reduced by replacement cost of the damaged meter components.
- [5] Upon return of the meter in good working condition, a refund of the lesser of \$1,275 or this amount reduced by replacement cost of the damaged meter components.

Table ES-13
City of Port Orange, Florida
Fiscal Year 2014 Water, Wastewater and Reclaimed Water Rate Study

Miscellaneous Service Charge Comparison

Line No.	Utility	Connection Charge [1]	Tap-In Charge [1]	Minimum Deposits Required [2]	Service Initiation Charge (Turn on Charge)	Extraordinary Service Call		Meter Bench Test Charge	Normal Reconnect/ Disconnect Fees	Violation Reconnection Charge		Irrigation Meter Connection Fee [2]	Meter Tampering Charge
						Normal Working Hours	After Hours			Normal Business Hours	After Hours		
1	City of Port Orange - Existing Fees	\$415	\$300	\$100	\$35	\$35	\$70	\$35 if shown to be accurate	\$35	\$35	\$70	\$430	3x Estimated dollar amount of service plus \$70.00
2	City of Port Orange - Proposed Fees	\$605	\$300	\$100	\$40	\$40	\$105	\$105 if shown to be accurate	\$40	\$40	\$105	\$605	3x Estimated dollar amount of service plus \$105.00

Other Comparable Utilities:

3	City of Altamonte Springs	\$150	N/A	\$50	N/A	N/A	N/A	N/A	\$10	\$25	\$25	N/A	N/A
4	City of Apopka	\$238	\$245 short; \$745 long	\$20 W; \$50 S	\$10	\$30 for field visit and for meter reread	N/A	N/A	\$30	\$30 (one free per calendar year)	\$50	N/A	Cost to repair
5	City of Casselberry	\$180	\$220	\$50 W; \$75 S	\$30	N/A	N/A	\$40	\$15	\$40	N/A	\$180	\$200 for 1st occurrence, \$390 thereafter
6	City of DeLand	N/A	\$415	\$170	\$25	N/A	N/A	\$25 if asked for excessively	\$50 Reconnect; \$25 Disconnect	\$50	\$145	N/A	\$200
7	City of Groveland	\$412	N/A	\$75 good credit; \$150 bad credit	\$25	N/A	N/A	N/A	\$25	N/A	N/A	N/A	N/A
8	City of Leesburg	N/A	N/A	Max of \$350 for initial deposit depending on credit score	\$25	\$50 meter reread if original reading was correct	\$55 transfer, connection, reconnection; \$20 after 1st service	\$100	\$25	N/A	N/A	N/A	\$275
9	City of Longwood	N/A	N/A	Ranges between \$50 - \$100 depending on the services provided	\$15	N/A	\$15	N/A	\$30	\$30	N/A	N/A	N/A
10	City of Minneola	N/A	N/A	N/A	\$10 activation, \$50 connection fee	Actual Cost	N/A	N/A	\$50	\$10	\$100	N/A	N/A
11	City of Mount Dora	N/A	\$400	\$40 W; \$75 S	N/A	N/A	N/A	\$5 if meter is correct during regular hours, \$25 after regular hours	\$10 normal hours, \$35 after hours	\$30	\$60	N/A	N/A
12	City of Ocoee	\$500	N/A	\$60 W; \$60 S	NA	N/A	N/A	\$75	\$20; \$75 after hours	N/A	N/A	N/A	N/A

Table ES-13
City of Port Orange, Florida
Fiscal Year 2014 Water, Wastewater and Reclaimed Water Rate Study

Miscellaneous Service Charge Comparison

Line No.	Utility	Connection Charge [1]	Tap-In Charge [1]	Minimum Deposits Required [2]	Service Initiation Charge (Turn on Charge)	Extraordinary Service Call		Meter Bench Test Charge	Normal Reconnect/ Disconnect Fees	Violation Reconnection Charge		Irrigation Meter Connection Fee [2]	Meter Tampering Charge
						Normal Working Hours	After Hours			Normal Business Hours	After Hours		
1	City of Port Orange - Existing Fees	\$415	\$300	\$100	\$35	\$35	\$70	\$35 if shown to be accurate	\$35	\$35	\$70	\$430	3x Estimated dollar amount of service plus \$70.00
2	City of Port Orange - Proposed Fees	\$605	\$300	\$100	\$40	\$40	\$105	\$105 if shown to be accurate	\$40	\$40	\$105	\$605	3x Estimated dollar amount of service plus \$105.00

Other Comparable Utilities:

13	City of Orange City	\$375	N/A	\$100 W; \$150 S	N/A	\$15	N/A	N/A	\$15 plus \$30 turn on with 5 days notice, \$40 less than 5 days	\$15	N/A	N/A	\$100
14	Orange County	N/A	N/A	\$135	\$16 during business hours; \$21 during non-business hours	N/A	N/A	N/A	\$12 normal hours; \$17 after hours	\$9 meter reread	N/A	N/A	\$41
15	City of Oviedo	\$385	N/A	\$50 W, \$100 S	N/A	\$25	N/A	\$25	Connect: \$10 normal hours; \$50 after hours; Disconnect: \$40 after hours	N/A	N/A	Cos of installation plus materials; \$180 minimum	\$200 first violation; \$300 thereafter
16	City of Sanford	\$355	\$475	\$75 or credit based waiver	\$35	N/A	N/A	N/A	\$0 normal hours; \$10 after hours	\$55	\$65	N/A	N/A
17	Seminole County	\$265	\$370	\$32 W; \$75 S	\$30 normal hours; \$35 after hours	N/A	N/A	\$25	\$10 normal hours; \$25 after hours	\$25	\$30	N/A	N/A
18	City of Winter Garden	\$230	\$240	N/A	\$10 initiation; \$15 turn on	\$20 after one time allowance	N/A	\$50	N/A	\$15	\$30	N/A	N/A
19	City of Winter Park	\$719	N/A	\$105	N/A	\$29	N/A	\$29	N/A	\$43	\$86	N/A	\$75
20	City of Winter Springs	\$160	\$350	\$30 W; \$70 S	\$20 application fee	\$40 for inspection	N/A	\$25	N/A	\$20	\$45	N/A	N/A

N/A = Information not available or applicable as of November 2013.

Footnotes:

[1] Amounts shown are for a 5/8" or 3/4" standard residential service.

[2] Amounts shown are for a 5/8" or 3/4" standard residential service and represent Owner deposits, unless otherwise specified.

CUSTOMER STATISTICS AND REVENUE FORECAST



CITY OF PORT ORANGE, FLORIDA
WATER, WASTEWATER, AND RECLAIMED WATER RATE STUDY

CUSTOMER STATISTICS AND REVENUE FORECAST

GENERAL

A major task in the development of rates for water, wastewater, and reclaimed water service is the development of a forecast of customers and sales. This section provides a discussion of the forecast of customers, equivalent residential units, sales, water production, and wastewater treatment requirements for the System. The forecast of customers also provides the basis for the determination of the revenues derived from the existing rates of the System. This section also summarizes the existing rates for service and provides a summary of the sales revenues anticipated to be generated from the application of the existing rate revenues.

WATER, WASTEWATER, AND RECLAIMED WATER CUSTOMERS

During the Fiscal Year 2013 (the most recently completed fiscal year at the onset of the study), it is estimated that the City's utility service requirements included providing water service to an average of 27,893 water accounts, wastewater service to 24,608 wastewater accounts, and reclaimed water service to 7,139 accounts as shown in Tables CUST-1, CUST-2, and CUST-3, respectively. A summary of the water accounts and meter equivalents of residential and nonresidential customer classes for the Fiscal Year 2013 (the most recently completed Fiscal Year during the preparation of the Study) is shown as follows:

Total Water System Annual Average Monthly Accounts by Class [1]							
Description	Retail Accounts				Total Retail Water	Bulk Water [2]	Total Retail and Bulk Water
	Residential Single Family, Multi-Family and Apartment		Commercial, Hotel, Motel, and Campground				
		Sprinkler /		Sprinkler /			
	Water Service	Irrigation Service	Water Service	Irrigation Service			
Accounts	25,754	859	1,150	126	27,889	4	27,893
Percent	<u>92.33%</u>	<u>3.08%</u>	<u>4.12%</u>	<u>0.45%</u>	<u>99.99%</u>	<u>0.01%</u>	<u>100.00%</u>
Meter Equivalents	28,151	977	4,046	410	33,583	283	33,866
Percent	<u>83.12%</u>	<u>2.89%</u>	<u>11.95%</u>	<u>1.21%</u>	<u>99.16%</u>	<u>0.84%</u>	<u>100.00%</u>

[1] Amounts derived from Table CUST-1 and are based on billing data provided by the City for the Fiscal Year 2013. Includes both inside-City and outside-City customers.

[2] The City's bulk water customers include the City of New Smyrna Beach and the Town of Ponce Inlet.

As can be seen above with respect to the water system, the residential class is the primary class, and non-irrigation residential customers represented over 92% of the total water accounts served during the Fiscal Year 2013. In addition to the number of average annual accounts served, information regarding the estimated meter equivalents by customer class is also presented. A meter equivalent factor of one (1) is representative of the average daily capacity of a single-family residential unit and generally represents the lowest level and the most common level of use. The estimate of the meter equivalents served provides a more accurate representation of the service provided since it attempts to place all customers on an equivalent basis as to capacity

needs. As shown above, non-irrigation residential customers during the Fiscal Year 2013 accounted for almost 83% of the estimated meter equivalents served by the water system.

A summary of similar information for the wastewater customers of residential and nonresidential customer classes for the Fiscal Year 2013 is shown below:

Total Wastewater System Annual Average Monthly Accounts by Class [1]					
Description	Retail Accounts		Total Retail Wastewater	Bulk Wastewater [2]	Retail and Bulk Wastewater
	Residential Single Family, Multi-Family and Apartment	Commercial, Hotel, Motel, and Campground			
Accounts	23,706	899	24,605	3	24,608
Percent	<u>96.33%</u>	<u>3.65%</u>	<u>99.99%</u>	<u>0.01%</u>	<u>100.00%</u>
Meter Equivalents	25,597	2,941	28,537	54	28,591
Percent	<u>89.53%</u>	<u>10.28%</u>	<u>99.81%</u>	<u>0.19%</u>	<u>100.00%</u>

[1] Amounts derived from Table CUST-2 and are based on billing data provided by the City for the Fiscal Year 2013. Includes both inside-City and outside-City customers.

[2] The City's bulk wastewater customers include the City of Daytona Beach Shores and the Spruce Creek Fly-in Airpark.

As can be seen above, the customer and meter equivalent statistics for the wastewater system for customers located within the corporate limits of the City is generally similar to the service relationships as reported above for the water system.

A summary of reclaimed water customers of residential and nonresidential customer classes for the Fiscal Year 2013 is shown below:

Total Reclaimed Water System Annual Average Monthly Accounts by Class [1]			
Description	Residential Single Family, Multi-Family and Apartment	Commercial	Total
Accounts	6,880	259	7,139
Percent	<u>96.37%</u>	<u>3.63%</u>	<u>100.00%</u>
Meter Equivalents	7,070	1,773	8,842
Percent	<u>79.95%</u>	<u>20.05%</u>	<u>100.00%</u>

[1] Amounts derived from Table CUST-3 and are based on billing data provided by the City for the Fiscal Year 2013. Includes both inside-City and outside-City customers.

WATER, WASTEWATER, AND RECLAIMED WATER USAGE PROFILE

A summary of the reported Fiscal Year 2013 water use of residential and nonresidential customer classes is shown in the following table:

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Total Water System Annual Billed Usage by Class [1]

Description	Retail Accounts				Total Retail Water	Bulk Water [2]	Total Retail and Bulk Water
	Residential Single Family, Multi-Family and Apartment		Commercial, Hotel, Motel, and Campground				
	Water	Sprinkler /	Water	Sprinkler /			
	Service	Irrigation Service	Service	Irrigation Service			
Accounts	1,284,933	49,051	284,297	32,463	1,650,744	186,211	1,836,955
Percent	<u>69.95%</u>	<u>2.67%</u>	<u>15.48%</u>	<u>1.77%</u>	<u>89.86%</u>	<u>10.14%</u>	<u>100.00%</u>

[1] Amounts derived from Table CUST-1 and are based on billing data provided by the City for the Fiscal Year 2013. Includes both inside-City and outside-City customers.

[2] The City's bulk water customers include the City of New Smyrna Beach and the Town of Ponce Inlet.

As can be seen above and as expected, the residential customer class accounted for the majority of the billed water sales.

A summary of the billed wastewater flow (commonly referred to as revenue gallons, which are based on metered water flow at the customers premise) for the wastewater system of residential and nonresidential customer classes is shown in the following table:

Total Wastewater System Annual Billed Flow by Class [1]

Description	Retail Accounts		Total Retail Wastewater	Bulk Wastewater [2]	Retail and Bulk Wastewater
	Residential Single Family, Multi-Family and Apartment	Commercial, Hotel, Motel, and Campground			
Billed Flows (kgal)	1,071,286	215,026	1,286,312	388,575	1,674,887
Percent	<u>63.96%</u>	<u>12.84%</u>	<u>76.80%</u>	<u>23.20%</u>	<u>100.00%</u>

[1] Amounts derived from Table CUST-2 and are based on billing data provided by the City for the Fiscal Year 2013. Includes both inside-City and outside-City customers.

[2] The City's bulk wastewater customers include the City of Daytona Beach Shores and the Spruce Creek Fly-in Airpark.

As can be seen above and as expected, the residential customer class accounted for the majority of the billed wastewater flows.

A summary of the reported Fiscal Year 2013 reclaimed water use of residential and nonresidential customer classes is shown in the following table:

Total Reclaimed Water System Annual Billed Usage by Class [1]

Description	Residential Single Family, Multi-Family and Apartment	Commercial	Total
Billed Usage (kgal)	1,052,388	348,607	1,400,995
Percent	<u>75.12%</u>	<u>24.88%</u>	<u>100.00%</u>

[1] Amounts derived from Table CUST-3 and are based on billing data provided by the City for the Fiscal Year 2013. Includes both inside-City and outside-City customers.

RETAIL WATER CUSTOMER AND SALES FORECAST

Based on discussions with the City staff, a projection of the customer accounts and corresponding usage statistics for the potable water system was developed. This forecast of the

water system customer accounts, ERCs, and billed sales is shown on Table CUST-1 and is summarized as follows:

Summary of Projected Retail Water Statistics					
Fiscal Year Ending September 30, (Projected) [1]	Total System Average Annual Retail Water Accounts	Total System Average Annual Retail Water Meter Equivalents	Total Billed Retail Water Sales (000s of gallons)	Average Monthly Water Use per Retail Account (gallons)	Average Monthly Water Use per Retail Meter Equivalent (gallons)
2013 (Actual)	27,889	33,583	1,650,744	4,932	4,096
2014 (Estimated)	27,989	33,683	1,654,843	4,927	4,094
2015	28,089	33,783	1,658,941	4,922	4,092
2016	28,189	33,883	1,663,040	4,916	4,090
2017	28,289	33,983	1,667,138	4,911	4,088
2018	28,389	34,083	1,671,237	4,906	4,086
2019	28,489	34,183	1,675,335	4,900	4,084
Average Annual Projected Growth Rate [2]	<u>0.36%</u>	<u>0.30%</u>	<u>0.25%</u>	<u>-0.11%</u>	<u>-0.05%</u>

[1] Amounts derived from Table CUST-1.

[2] Compound growth rate calculated from actual Fiscal Year 2013 results.

The projection of water customers, meter equivalents and sales was based on: i) a review of historical trends; ii) the estimated increase in average accounts served for the Forecast Period; iii) discussions with the City staff regarding future development. As can be seen above, the water system is not projected to experience material growth during the Forecast Period due to the lingering effects of the economic downturn and to be generally conservative in the forecast of rate revenues.

Based on recent historical trends in customer growth and water use statistics, discussions with the City staff, and a review of information regarding potential development within the water system service area, it has been assumed that water customers will increase at growth rates that are representative of recent historical trends. Based on data provided by the City, growth is expected to continue to be residential in nature and consistent with the land use requirements of the service area.

RETAIL WASTEWATER CUSTOMER AND SALES FORECAST

Based on discussions with the City staff and as previously presented with respect to the water system, the wastewater service area is also beginning to approach a built-out condition, which is indicative of recent growth trends. The projection of wastewater customer (account) statistics was prepared on a consistent basis as that of the water system and is shown on Table CUST-2 at the end of this section. The forecast of the wastewater system customers and billed flow is summarized as follows:

Summary of Projected Retail Wastewater Statistics

Fiscal Year Ending September 30, (Projected) [1]	Total System Average Annual Retail Wastewater Accounts	Total System Average Annual Retail Wastewater Meter Equivalents	Total Billed Retail Wastewater Revenue Gallons (000s of gallons)	Average Monthly Wastewater Revenue Gallons per Retail Account (gallons)	Average Monthly Wastewater Revenue Gallons per Retail Meter Equivalent (gallons)
2013 (Actual)	24,605	28,537	1,286,312	4,357	3,756
2014 (Estimated)	24,705	28,637	1,290,382	4,353	3,755
2015	24,805	28,737	1,294,452	4,349	3,754
2016	24,905	28,837	1,298,521	4,345	3,752
2017	25,005	28,937	1,302,591	4,341	3,751
2018	25,105	29,037	1,306,661	4,337	3,750
2019	25,205	29,137	1,310,731	4,334	3,749
Average Annual Projected Growth Rate [2]	<u>0.40%</u>	<u>0.35%</u>	<u>0.31%</u>	<u>-0.09%</u>	<u>-0.03%</u>

[1] Amounts derived from Table CUST-2.

[2] Compound growth rate calculated from actual Fiscal Year 2013 results.

The projections of wastewater customers and sales (billed flow) were based on: i) a review of historical trends; ii) the estimated increase in average accounts served for the Forecast Period; and iii) discussions with the City staff about future development. It is anticipated that the growth for the wastewater system will follow the same general trends as the anticipated growth for the water system as previously discussed.

With respect to the billed wastewater flow, such amounts are based on the metered water consumption at a customer's premise. Furthermore, it was assumed that the billed wastewater flow for the Forecast Period would continue to follow the same general trends that are projected for the water system; reflecting minimal growth due to increased conservation measures and other factors.

With respect to the customer growth and usage projections recognized in this report, the increase in average annual customers and wastewater sales has been projected to increase at a compound growth rate of approximately 0.4% during the Forecast Period. As with the water system, this has been based on data provided by the City staff regarding historical trends and building activity anticipated for the wastewater system and is generally consistent with the forecast trends projected for the inside-the-City water system service area. Based on data provided by the City, growth is expected to continue to be residential in nature and consistent with the land use requirements of the service area.

RECLAIMED WATER CUSTOMER AND SALES FORECAST

Based on discussions with the City staff regarding reclaimed water system, a projection of the customer accounts and corresponding usage statistics for the reclaimed water system was developed. This forecast of the customer accounts and sales is shown on Table 2-3 and is summarized as follows:

Summary of Projected Reclaimed Water Statistics					
Fiscal Year Ending September 30, (Projected) [1]	Total System Average Annual Reclaimed Water Accounts	Total System Average Annual Reclaimed Water Meter Equivalents	Total Billed Reclaimed Water Sales (000s of gallons)	Average Monthly Reclaimed Water Use per Account (gallons)	Average Monthly Reclaimed Water Use per Meter Equivalent (gallons)
2013 (Actual)	7,139	8,842	1,400,995	16,354	13,204
2014 (Estimated)	7,139	8,842	1,400,995	16,354	13,204
2015	7,139	8,842	1,400,995	16,354	13,204
2016	7,139	8,842	1,400,995	16,354	13,204
2017	7,139	8,842	1,400,995	16,354	13,204
2018	7,139	8,842	1,400,995	16,354	13,204
2019	7,139	8,842	1,400,995	16,354	13,204
Average Annual Projected Growth Rate [2]	<u>0.00%</u>	<u>0.00%</u>	<u>0.00%</u>	<u>0.00%</u>	<u>0.00%</u>

[1] Amounts derived from Table CUST-3.

[2] Compound growth rate calculated from actual Fiscal Year 2013 results.

As can be seen above, reclaimed water accounts and sales are projected to remain constant over the Forecast Period due, in part, to the lingering effects of the economic downturn and to be generally conservative in the forecast of rate revenues.

PROJECTED RETAIL USER RATE REVENUES UNDER EXISTING RATES

The forecast of the retail user rate revenues under existing rates was based on: i) the forecast of System accounts and corresponding water, wastewater and reclaimed consumption as shown on Tables CUST-1, CUST-2, and CUST-3 for the water, wastewater, and reclaimed water systems, respectively; and ii) the existing rates for monthly water, wastewater, and reclaimed water service as adopted by the City. Based on the assumptions for the customer forecast and recognizing the rates currently in effect, the following estimates in retail rate revenue were assumed for the purposes of this report:

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Summary of Projected Retail User Rate Revenues Under Existing Rates

Fiscal Year Ending September 30, (Projected)	Water System	Wastewater System	Reclaimed Water System	Total System
2013 (Actual)	\$10,054,433	\$9,329,049	\$1,213,600	\$20,597,082
2014 (Estimated)	10,076,881	9,358,473	1,213,600	20,648,954
2015	10,099,328	9,387,898	1,213,600	20,700,826
2016	10,121,775	9,417,322	1,213,600	20,752,698
2017	10,144,223	9,446,747	1,213,600	20,804,569
2018	10,166,670	9,476,171	1,213,600	20,856,441
2019	10,189,117	9,505,596	1,213,600	20,908,313
Average Annual Projected Growth Rate [1]	<u>0.22%</u>	<u>0.31%</u>	<u>0.00%</u>	<u>0.25%</u>

[1] Compound growth rate calculated from actual Fiscal Year 2013 results.

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Table CUST-1
City of Port Orange, Florida
Water, Wastewater, and Reclaimed Water Rate Study

Historical and Projected Water System Customer Statistics

Line No.	Description	Actual 2013	2014	2015	Projected Fiscal Year Ending September 30, 2016	2017	2018	2019
<u>WATER</u>								
<u>Residential Water</u>								
<u>Inside the City</u>								
1	Average Units	23,367	23,467	23,567	23,667	23,767	23,867	23,967
2	Account Growth	N/A	100	100	100	100	100	100
3	Average Accounts	23,367	23,467	23,567	23,667	23,767	23,867	23,967
4	Meter Equivalents	23,568	23,668	23,768	23,868	23,968	24,068	24,168
5	Consumption (000s Gallons)	958,554	962,653	966,751	970,850	974,948	979,047	983,145
6	Average Usage per Account (000s Gallons)	3.4	3.4	3.4	3.4	3.4	3.4	3.4
7	Average Usage per Unit (000s Gallons)	3.4	3.4	3.4	3.4	3.4	3.4	3.4
8	Average Usage per Meter Equivalent (000s Gallons)	3.4	3.4	3.4	3.4	3.4	3.4	3.4
<u>Outside the City</u>								
9	Average Units	1,989	1,989	1,989	1,989	1,989	1,989	1,989
10	Account Growth	N/A	0	0	0	0	0	0
11	Average Accounts	1,989	1,989	1,989	1,989	1,989	1,989	1,989
12	Meter Equivalents	2,112	2,112	2,112	2,112	2,112	2,112	2,112
13	Consumption (000s Gallons)	71,307	71,307	71,307	71,307	71,307	71,307	71,307
14	Average Usage per Account (000s Gallons)	3.0	3.0	3.0	3.0	3.0	3.0	3.0
15	Average Usage per Unit (000s Gallons)	3.0	3.0	3.0	3.0	3.0	3.0	3.0
16	Average Usage per Meter Equivalent (000s Gallons)	2.8	2.8	2.8	2.8	2.8	2.8	2.8
Total Residential								
17	Average Accounts	25,356	25,456	25,556	25,656	25,756	25,856	25,956
18	Average Units	25,356	25,456	25,556	25,656	25,756	25,856	25,956
19	Meter Equivalents	25,680	25,780	25,880	25,980	26,080	26,180	26,280
20	Consumption (000s Gallons)	1,029,861	1,033,960	1,038,058	1,042,157	1,046,255	1,050,354	1,054,452
21	Average Usage per Account (000s Gallons)	3.4	3.4	3.4	3.4	3.4	3.4	3.4
22	Average Usage per Unit (000s Gallons)	3.4	3.4	3.4	3.4	3.4	3.4	3.4
23	Average Usage per Meter Equivalent (000s Gallons)	3.3	3.3	3.3	3.3	3.3	3.3	3.3
<u>Residential Multifamily Water</u>								
<u>Inside the City</u>								
24	Average Units	1,065	1,065	1,065	1,065	1,065	1,065	1,065
25	Account Growth	N/A	0	0	0	0	0	0
26	Average Accounts	111	111	111	111	111	111	111
27	Meter Equivalents	500	500	500	500	500	500	500
28	Consumption (000s Gallons)	42,307	42,307	42,307	42,307	42,307	42,307	42,307
29	Average Usage per Account (000s Gallons)	31.8	31.8	31.8	31.8	31.8	31.8	31.8
30	Average Usage per Unit (000s Gallons)	3.3	3.3	3.3	3.3	3.3	3.3	3.3
31	Average Usage per Meter Equivalent (000s Gallons)	7.1	7.1	7.1	7.1	7.1	7.1	7.1
<u>Outside the City</u>								
32	Average Units	2,686	2,686	2,686	2,686	2,686	2,686	2,686
33	Account Growth	N/A	0	0	0	0	0	0
34	Average Accounts	54	54	54	54	54	54	54
35	Meter Equivalents	557	557	557	557	557	557	557
36	Consumption (000s Gallons)	76,704	76,704	76,704	76,704	76,704	76,704	76,704
37	Average Usage per Account (000s Gallons)	118.4	118.4	118.4	118.4	118.4	118.4	118.4
38	Average Usage per Unit (000s Gallons)	2.4	2.4	2.4	2.4	2.4	2.4	2.4
39	Average Usage per Meter Equivalent (000s Gallons)	11.5	11.5	11.5	11.5	11.5	11.5	11.5
Total Residential Multifamily								
40	Average Accounts	165	165	165	165	165	165	165
41	Average Units	3,751	3,751	3,751	3,751	3,751	3,751	3,751
42	Meter Equivalents	1,056	1,056	1,056	1,056	1,056	1,056	1,056
43	Consumption (000s Gallons)	119,011	119,011	119,011	119,011	119,011	119,011	119,011
44	Average Usage per Account (000s Gallons)	60.1	60.1	60.1	60.1	60.1	60.1	60.1
45	Average Usage per Unit (000s Gallons)	2.6	2.6	2.6	2.6	2.6	2.6	2.6
46	Average Usage per Meter Equivalent (000s Gallons)	9.4	9.4	9.4	9.4	9.4	9.4	9.4

Table CUST-1
City of Port Orange, Florida
Water, Wastewater, and Reclaimed Water Rate Study

Historical and Projected Water System Customer Statistics

Line No.	Description	Actual	Projected Fiscal Year Ending September 30,					
		2013	2014	2015	2016	2017	2018	2019
<u>Apartments Water</u>								
<u>Inside the City</u>								
47	Average Units	2,403	2,403	2,403	2,403	2,403	2,403	2,403
48	Account Growth	N/A	0	0	0	0	0	0
49	Average Accounts	180	180	180	180	180	180	180
50	Meter Equivalents	982	982	982	982	982	982	982
51	Consumption (000s Gallons)	89,329	89,329	89,329	89,329	89,329	89,329	89,329
52	Average Usage per Account (000s Gallons)	41.4	41.4	41.4	41.4	41.4	41.4	41.4
53	Average Usage per Unit (000s Gallons)	3.1	3.1	3.1	3.1	3.1	3.1	3.1
54	Average Usage per Meter Equivalent (000s Gallons)	7.6	7.6	7.6	7.6	7.6	7.6	7.6
<u>Outside the City</u>								
55	Average Units	1,379	1,379	1,379	1,379	1,379	1,379	1,379
56	Account Growth	N/A	0	0	0	0	0	0
57	Average Accounts	53	53	53	53	53	53	53
58	Meter Equivalents	433	433	433	433	433	433	433
59	Consumption (000s Gallons)	46,732	46,732	46,732	46,732	46,732	46,732	46,732
60	Average Usage per Account (000s Gallons)	73.5	73.5	73.5	73.5	73.5	73.5	73.5
61	Average Usage per Unit (000s Gallons)	2.8	2.8	2.8	2.8	2.8	2.8	2.8
62	Average Usage per Meter Equivalent (000s Gallons)	9.0	9.0	9.0	9.0	9.0	9.0	9.0
Total Apartments								
63	Average Accounts	233	233	233	233	233	233	233
64	Average Units	3,782	3,782	3,782	3,782	3,782	3,782	3,782
65	Meter Equivalents	1,415	1,415	1,415	1,415	1,415	1,415	1,415
66	Consumption (000s Gallons)	136,061	136,061	136,061	136,061	136,061	136,061	136,061
67	Average Usage per Account (000s Gallons)	48.7	48.7	48.7	48.7	48.7	48.7	48.7
68	Average Usage per Unit (000s Gallons)	3.0	3.0	3.0	3.0	3.0	3.0	3.0
69	Average Usage per Meter Equivalent (000s Gallons)	8.0	8.0	8.0	8.0	8.0	8.0	8.0
<u>Commercial Water</u>								
<u>Inside the City</u>								
70	Average Units	970	970	970	970	970	970	970
71	Account Growth	N/A	0	0	0	0	0	0
72	Average Accounts	970	970	970	970	970	970	970
73	Meter Equivalents	2,954	2,954	2,954	2,954	2,954	2,954	2,954
74	Consumption (000s Gallons)	158,352	158,352	158,352	158,352	158,352	158,352	158,352
75	Average Usage per Account (000s Gallons)	13.6	13.6	13.6	13.6	13.6	13.6	13.6
76	Average Usage per Unit (000s Gallons)	13.6	13.6	13.6	13.6	13.6	13.6	13.6
77	Average Usage per Meter Equivalent (000s Gallons)	4.5	4.5	4.5	4.5	4.5	4.5	4.5
<u>Outside the City</u>								
78	Average Units	123	123	123	123	123	123	123
79	Account Growth	N/A	0	0	0	0	0	0
80	Average Accounts	123	123	123	123	123	123	123
81	Meter Equivalents	369	369	369	369	369	369	369
82	Consumption (000s Gallons)	21,314	21,314	21,314	21,314	21,314	21,314	21,314
83	Average Usage per Account (000s Gallons)	14.4	14.4	14.4	14.4	14.4	14.4	14.4
84	Average Usage per Unit (000s Gallons)	14.4	14.4	14.4	14.4	14.4	14.4	14.4
85	Average Usage per Meter Equivalent (000s Gallons)	4.8	4.8	4.8	4.8	4.8	4.8	4.8
Total Commercial								
86	Average Accounts	1,093	1,093	1,093	1,093	1,093	1,093	1,093
87	Average Units	1,093	1,093	1,093	1,093	1,093	1,093	1,093
88	Meter Equivalents	3,323	3,323	3,323	3,323	3,323	3,323	3,323
89	Consumption (000s Gallons)	179,666	179,666	179,666	179,666	179,666	179,666	179,666
90	Average Usage per Account (000s Gallons)	13.7	13.7	13.7	13.7	13.7	13.7	13.7
91	Average Usage per Unit (000s Gallons)	13.7	13.7	13.7	13.7	13.7	13.7	13.7
92	Average Usage per Meter Equivalent (000s Gallons)	4.5	4.5	4.5	4.5	4.5	4.5	4.5

Table CUST-1
City of Port Orange, Florida
Water, Wastewater, and Reclaimed Water Rate Study

Historical and Projected Water System Customer Statistics

Line No.	Description	Actual	Projected Fiscal Year Ending September 30,					
		2013	2014	2015	2016	2017	2018	2019
<u>Commercial Bulk Water</u>								
<u>Outside the City</u>								
93	Average Units	4	4	4	4	4	4	4
94	Account Growth	N/A	0	0	0	0	0	0
95	Average Accounts	4	4	4	4	4	4	4
96	Meter Equivalents	283	283	283	283	283	283	283
97	Consumption (000s Gallons)	186,211	186,211	186,211	186,211	186,211	186,211	186,211
98	Average Usage per Account (000s Gallons)	3,879.4	3,879.4	3,879.4	3,879.4	3,879.4	3,879.4	3,879.4
99	Average Usage per Unit (000s Gallons)	3,879.4	3,879.4	3,879.4	3,879.4	3,879.4	3,879.4	3,879.4
100	Average Usage per Meter Equivalent (000s Gallons)	54.8	54.8	54.8	54.8	54.8	54.8	54.8
Total Commercial Bulk								
101	Average Accounts	4	4	4	4	4	4	4
102	Average Units	4	4	4	4	4	4	4
103	Meter Equivalents	283	283	283	283	283	283	283
104	Consumption (000s Gallons)	186,211	186,211	186,211	186,211	186,211	186,211	186,211
105	Average Usage per Account (000s Gallons)	3,879.4	3,879.4	3,879.4	3,879.4	3,879.4	3,879.4	3,879.4
106	Average Usage per Unit (000s Gallons)	3,879.4	3,879.4	3,879.4	3,879.4	3,879.4	3,879.4	3,879.4
107	Average Usage per Meter Equivalent (000s Gallons)	54.8	54.8	54.8	54.8	54.8	54.8	54.8
<u>Hotel Water</u>								
<u>Inside the City</u>								
108	Average Units	4	4	4	4	4	4	4
109	Account Growth	N/A	0	0	0	0	0	0
110	Average Accounts	4	4	4	4	4	4	4
111	Meter Equivalents	11	11	11	11	11	11	11
112	Consumption (000s Gallons)	1,246	1,246	1,246	1,246	1,246	1,246	1,246
113	Average Usage per Account (000s Gallons)	26.0	26.0	26.0	26.0	26.0	26.0	26.0
114	Average Usage per Unit (000s Gallons)	26.0	26.0	26.0	26.0	26.0	26.0	26.0
115	Average Usage per Meter Equivalent (000s Gallons)	9.4	9.4	9.4	9.4	9.4	9.4	9.4
<u>Outside the City</u>								
116	Average Units	35	35	35	35	35	35	35
117	Account Growth	N/A	0	0	0	0	0	0
118	Average Accounts	35	35	35	35	35	35	35
119	Meter Equivalents	346	346	346	346	346	346	346
120	Consumption (000s Gallons)	41,554	41,554	41,554	41,554	41,554	41,554	41,554
121	Average Usage per Account (000s Gallons)	98.9	98.9	98.9	98.9	98.9	98.9	98.9
122	Average Usage per Unit (000s Gallons)	98.9	98.9	98.9	98.9	98.9	98.9	98.9
123	Average Usage per Meter Equivalent (000s Gallons)	10.0	10.0	10.0	10.0	10.0	10.0	10.0
Total Hotel								
124	Average Accounts	39	39	39	39	39	39	39
125	Average Units	39	39	39	39	39	39	39
126	Meter Equivalents	357	357	357	357	357	357	357
127	Consumption (000s Gallons)	42,800	42,800	42,800	42,800	42,800	42,800	42,800
128	Average Usage per Account (000s Gallons)	91.5	91.5	91.5	91.5	91.5	91.5	91.5
129	Average Usage per Unit (000s Gallons)	91.5	91.5	91.5	91.5	91.5	91.5	91.5
130	Average Usage per Meter Equivalent (000s Gallons)	10.0	10.0	10.0	10.0	10.0	10.0	10.0

Table CUST-1
City of Port Orange, Florida
Water, Wastewater, and Reclaimed Water Rate Study

Historical and Projected Water System Customer Statistics

Line No.	Description	Actual	Projected Fiscal Year Ending September 30,					
		2013	2014	2015	2016	2017	2018	2019
<u>Campgrounds Water</u>								
<u>Inside the City</u>								
131	Average Units	2,301	2,301	2,301	2,301	2,301	2,301	2,301
132	Account Growth	N/A	0	0	0	0	0	0
133	Average Accounts	17	17	17	17	17	17	17
134	Meter Equivalents	358	358	358	358	358	358	358
135	Consumption (000s Gallons)	61,679	61,679	61,679	61,679	61,679	61,679	61,679
136	Average Usage per Account (000s Gallons)	302.3	302.3	302.3	302.3	302.3	302.3	302.3
137	Average Usage per Unit (000s Gallons)	2.2	2.2	2.2	2.2	2.2	2.2	2.2
138	Average Usage per Meter Equivalent (000s Gallons)	14.4	14.4	14.4	14.4	14.4	14.4	14.4
<u>Outside the City</u>								
139	Average Units	8	8	8	8	8	8	8
140	Account Growth	N/A	0	0	0	0	0	0
141	Average Accounts	1	1	1	1	1	1	1
142	Meter Equivalents	8	8	8	8	8	8	8
143	Consumption (000s Gallons)	152	152	152	152	152	152	152
144	Average Usage per Account (000s Gallons)	12.7	12.7	12.7	12.7	12.7	12.7	12.7
145	Average Usage per Unit (000s Gallons)	1.6	1.6	1.6	1.6	1.6	1.6	1.6
146	Average Usage per Meter Equivalent (000s Gallons)	1.6	1.6	1.6	1.6	1.6	1.6	1.6
Total Campgrounds								
147	Average Accounts	18	18	18	18	18	18	18
148	Average Units	2,309	2,309	2,309	2,309	2,309	2,309	2,309
149	Meter Equivalents	366	366	366	366	366	366	366
150	Consumption (000s Gallons)	61,831	61,831	61,831	61,831	61,831	61,831	61,831
151	Average Usage per Account (000s Gallons)	286.3	286.3	286.3	286.3	286.3	286.3	286.3
152	Average Usage per Unit (000s Gallons)	2.2	2.2	2.2	2.2	2.2	2.2	2.2
153	Average Usage per Meter Equivalent (000s Gallons)	14.1	14.1	14.1	14.1	14.1	14.1	14.1
<u>SPRINKLER</u>								
<u>Residential Sprinkler</u>								
<u>Inside the City</u>								
154	Average Units	828	828	828	828	828	828	828
155	Account Growth	N/A	0	0	0	0	0	0
156	Average Accounts	828	828	828	828	828	828	828
157	Meter Equivalents	851	851	851	851	851	851	851
158	Consumption (000s Gallons)	38,223	38,223	38,223	38,223	38,223	38,223	38,223
159	Average Usage per Account (000s Gallons)	3.8	3.8	3.8	3.8	3.8	3.8	3.8
160	Average Usage per Unit (000s Gallons)	3.8	3.8	3.8	3.8	3.8	3.8	3.8
161	Average Usage per Meter Equivalent (000s Gallons)	3.7	3.7	3.7	3.7	3.7	3.7	3.7
<u>Outside the City</u>								
162	Average Units	13	13	13	13	13	13	13
163	Account Growth	N/A	0	0	0	0	0	0
164	Average Accounts	13	13	13	13	13	13	13
165	Meter Equivalents	26	26	26	26	26	26	26
166	Consumption (000s Gallons)	1,427	1,427	1,427	1,427	1,427	1,427	1,427
167	Average Usage per Account (000s Gallons)	9.1	9.1	9.1	9.1	9.1	9.1	9.1
168	Average Usage per Unit (000s Gallons)	9.1	9.1	9.1	9.1	9.1	9.1	9.1
169	Average Usage per Meter Equivalent (000s Gallons)	4.7	4.7	4.7	4.7	4.7	4.7	4.7

Table CUST-1
City of Port Orange, Florida
Water, Wastewater, and Reclaimed Water Rate Study

Historical and Projected Water System Customer Statistics

Line No.	Description	Actual 2013	2014	2015	2016	2017	2018	2019
Projected Fiscal Year Ending September 30,								
Total Residential								
170	Average Accounts	841	841	841	841	841	841	841
171	Average Units	841	841	841	841	841	841	841
172	Meter Equivalents	877	877	877	877	877	877	877
173	Consumption (000s Gallons)	39,650	39,650	39,650	39,650	39,650	39,650	39,650
174	Average Usage per Account (000s Gallons)	3.9	3.9	3.9	3.9	3.9	3.9	3.9
175	Average Usage per Unit (000s Gallons)	3.9	3.9	3.9	3.9	3.9	3.9	3.9
176	Average Usage per Meter Equivalent (000s Gallons)	3.8	3.8	3.8	3.8	3.8	3.8	3.8
Residential Multifamily Sprinkler								
Outside the City								
177	Average Units	15	15	15	15	15	15	15
178	Account Growth	N/A	0	0	0	0	0	0
179	Average Accounts	15	15	15	15	15	15	15
180	Meter Equivalents	85	85	85	85	85	85	85
181	Consumption (000s Gallons)	7,981	7,981	7,981	7,981	7,981	7,981	7,981
182	Average Usage per Account (000s Gallons)	44.3	44.3	44.3	44.3	44.3	44.3	44.3
183	Average Usage per Unit (000s Gallons)	44.3	44.3	44.3	44.3	44.3	44.3	44.3
184	Average Usage per Meter Equivalent (000s Gallons)	7.8	7.8	7.8	7.8	7.8	7.8	7.8
Total Residential Multifamily								
185	Average Accounts	15	15	15	15	15	15	15
186	Average Units	15	15	15	15	15	15	15
187	Meter Equivalents	85	85	85	85	85	85	85
188	Consumption (000s Gallons)	7,981	7,981	7,981	7,981	7,981	7,981	7,981
189	Average Usage per Account (000s Gallons)	44.3	44.3	44.3	44.3	44.3	44.3	44.3
190	Average Usage per Unit (000s Gallons)	44.3	44.3	44.3	44.3	44.3	44.3	44.3
191	Average Usage per Meter Equivalent (000s Gallons)	7.8	7.8	7.8	7.8	7.8	7.8	7.8
Residential Apartments Sprinkler								
Outside the City								
192	Average Units	3	3	3	3	3	3	3
193	Account Growth	N/A	0	0	0	0	0	0
194	Average Accounts	3	3	3	3	3	3	3
195	Meter Equivalents	16	16	16	16	16	16	16
196	Consumption (000s Gallons)	1,420	1,420	1,420	1,420	1,420	1,420	1,420
197	Average Usage per Account (000s Gallons)	39.4	39.4	39.4	39.4	39.4	39.4	39.4
198	Average Usage per Unit (000s Gallons)	39.4	39.4	39.4	39.4	39.4	39.4	39.4
199	Average Usage per Meter Equivalent (000s Gallons)	7.6	7.6	7.6	7.6	7.6	7.6	7.6
Total Residential Apartments								
200	Average Accounts	3	3	3	3	3	3	3
201	Average Units	3	3	3	3	3	3	3
202	Meter Equivalents	16	16	16	16	16	16	16
203	Consumption (000s Gallons)	1,420	1,420	1,420	1,420	1,420	1,420	1,420
204	Average Usage per Account (000s Gallons)	39.4	39.4	39.4	39.4	39.4	39.4	39.4
205	Average Usage per Unit (000s Gallons)	39.4	39.4	39.4	39.4	39.4	39.4	39.4
206	Average Usage per Meter Equivalent (000s Gallons)	7.6	7.6	7.6	7.6	7.6	7.6	7.6
Commercial Sprinkler								
Inside the City								
207	Average Units	88	88	88	88	88	88	88
208	Account Growth	N/A	0	0	0	0	0	0
209	Average Accounts	88	88	88	88	88	88	88
210	Meter Equivalents	271	271	271	271	271	271	271
211	Consumption (000s Gallons)	19,251	19,251	19,251	19,251	19,251	19,251	19,251
212	Average Usage per Account (000s Gallons)	18.2	18.2	18.2	18.2	18.2	18.2	18.2
213	Average Usage per Unit (000s Gallons)	18.2	18.2	18.2	18.2	18.2	18.2	18.2
214	Average Usage per Meter Equivalent (000s Gallons)	5.9	5.9	5.9	5.9	5.9	5.9	5.9

Table CUST-1
City of Port Orange, Florida
Water, Wastewater, and Reclaimed Water Rate Study

Historical and Projected Water System Customer Statistics

Line No.	Description	Actual 2013	Projected Fiscal Year Ending September 30,					
		2013	2014	2015	2016	2017	2018	2019
	<u>Outside the City</u>							
215	Average Units	26	26	26	26	26	26	26
216	Account Growth	N/A	0	0	0	0	0	0
217	Average Accounts	26	26	26	26	26	26	26
218	Meter Equivalents	99	99	99	99	99	99	99
219	Consumption (000s Gallons)	7,315	7,315	7,315	7,315	7,315	7,315	7,315
220	Average Usage per Account (000s Gallons)	23.4	23.4	23.4	23.4	23.4	23.4	23.4
221	Average Usage per Unit (000s Gallons)	23.4	23.4	23.4	23.4	23.4	23.4	23.4
222	Average Usage per Meter Equivalent (000s Gallons)	6.2	6.2	6.2	6.2	6.2	6.2	6.2
	Total Commercial							
223	Average Accounts	114	114	114	114	114	114	114
224	Average Units	114	114	114	114	114	114	114
225	Meter Equivalents	370	370	370	370	370	370	370
226	Consumption (000s Gallons)	26,566	26,566	26,566	26,566	26,566	26,566	26,566
227	Average Usage per Account (000s Gallons)	19.4	19.4	19.4	19.4	19.4	19.4	19.4
228	Average Usage per Unit (000s Gallons)	19.4	19.4	19.4	19.4	19.4	19.4	19.4
229	Average Usage per Meter Equivalent (000s Gallons)	19.4	19.4	19.4	19.4	19.4	19.4	19.4
	<u>Hotel Sprinkler</u>							
	<u>Outside the City</u>							
230	Average Units	12	12	12	12	12	12	12
231	Account Growth	N/A	0	0	0	0	0	0
232	Average Accounts	12	12	12	12	12	12	12
233	Meter Equivalents	40	40	40	40	40	40	40
234	Consumption (000s Gallons)	5,897	5,897	5,897	5,897	5,897	5,897	5,897
235	Average Usage per Account (000s Gallons)	41.0	41.0	41.0	41.0	41.0	41.0	41.0
236	Average Usage per Unit (000s Gallons)	41.0	41.0	41.0	41.0	41.0	41.0	41.0
237	Average Usage per Meter Equivalent (000s Gallons)	12.3	12.3	12.3	12.3	12.3	12.3	12.3
	Total Hotel							
238	Average Accounts	12	12	12	12	12	12	12
239	Average Units	12	12	12	12	12	12	12
240	Meter Equivalents	40	40	40	40	40	40	40
241	Consumption (000s Gallons)	5,897	5,897	5,897	5,897	5,897	5,897	5,897
242	Average Usage per Account (000s Gallons)	41.0	41.0	41.0	41.0	41.0	41.0	41.0
243	Average Usage per Unit (000s Gallons)	41.0	41.0	41.0	41.0	41.0	41.0	41.0
244	Average Usage per Meter Equivalent (000s Gallons)	12.3	12.3	12.3	12.3	12.3	12.3	12.3
	TOTAL WATER SYSTEM							
245	Average Accounts	27,893	27,993	28,093	28,193	28,293	28,393	28,493
246	Average Units	37,319	37,419	37,519	37,619	37,719	37,819	37,919
247	Meter Equivalents	33,866	33,966	34,066	34,166	34,266	34,366	34,466
248	Consumption (000s Gallons)	1,836,955	1,841,054	1,845,152	1,849,251	1,853,349	1,857,448	1,861,546
249	Average Usage per Account (000s Gallons)	5.5	5.5	5.5	5.5	5.5	5.5	5.4
250	Average Usage per Unit (000s Gallons)	4.1	4.1	4.1	4.1	4.1	4.1	4.1
251	Average Usage per Meter Equivalent (000s Gallons)	4.5	4.5	4.5	4.5	4.5	4.5	4.5

Table CUST-2
City of Port Orange, Florida
Water, Wastewater, and Reclaimed Water Rate Study

Historical and Projected Wastewater System Customer Statistics

Line No.	Description	Actual	Projected Fiscal Year Ending September 30,					
		2013	2014	2015	2016	2017	2018	2019
<u>WASTEWATER</u>								
<u>Residential Wastewater</u>								
<u>Inside the City</u>								
1	Average Units	22,648	22,748	22,848	22,948	23,048	23,148	23,248
2	Account Growth	N/A	100	100	100	100	100	100
3	Average Accounts	22,648	22,748	22,848	22,948	23,048	23,148	23,248
4	Meter Equivalents	23,248	23,348	23,448	23,548	23,648	23,748	23,848
5	Revenue Gallons (000s Gallons)	921,103	925,173	929,243	933,312	937,382	941,452	945,522
6	Average Revenue Gallons per Account (000s Gallons)	3.4	3.4	3.4	3.4	3.4	3.4	3.4
7	Average Revenue Gallons per Unit (000s Gallons)	3.4	3.4	3.4	3.4	3.4	3.4	3.4
8	Average Revenue Gallons per Meter Equivalent (000s Gallons)	3.3	3.3	3.3	3.3	3.3	3.3	3.3
<u>Outside the City</u>								
9	Average Units	771	771	771	771	771	771	771
10	Account Growth	N/A	0	0	0	0	0	0
11	Average Accounts	771	771	771	771	771	771	771
12	Meter Equivalents	774	774	774	774	774	774	774
13	Revenue Gallons (000s Gallons)	18,598	18,598	18,598	18,598	18,598	18,598	18,598
14	Average Revenue Gallons per Account (000s Gallons)	2.0	2.0	2.0	2.0	2.0	2.0	2.0
15	Average Revenue Gallons per Unit (000s Gallons)	2.0	2.0	2.0	2.0	2.0	2.0	2.0
16	Average Revenue Gallons per Meter Equivalent (000s Gallons)	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Total Residential								
17	Average Accounts	23,419	23,519	23,619	23,719	23,819	23,919	24,019
18	Average Units	23,419	23,519	23,619	23,719	23,819	23,919	24,019
19	Meter Equivalents	24,022	24,122	24,222	24,322	24,422	24,522	24,622
20	Revenue Gallons (000s Gallons)	939,701	943,771	947,841	951,910	955,980	960,050	964,120
21	Average Revenue Gallons per Account (000s Gallons)	3.3	3.3	3.3	3.3	3.3	3.3	3.3
22	Average Revenue Gallons per Unit (000s Gallons)	3.3	3.3	3.3	3.3	3.3	3.3	3.3
23	Average Revenue Gallons per Meter Equivalent (000s Gallons)	3.3	3.3	3.3	3.3	3.3	3.3	3.3
<u>Residential Multifamily Wastewater</u>								
<u>Inside the City</u>								
24	Average Units	1,057	1,057	1,057	1,057	1,057	1,057	1,057
25	Account Growth	N/A	0	0	0	0	0	0
26	Average Accounts	107	107	107	107	107	107	107
27	Meter Equivalents	521	521	521	521	521	521	521
28	Revenue Gallons (000s Gallons)	42,041	42,041	42,041	42,041	42,041	42,041	42,041
29	Average Revenue Gallons per Account (000s Gallons)	32.7	32.7	32.7	32.7	32.7	32.7	32.7
30	Average Revenue Gallons per Unit (000s Gallons)	3.3	3.3	3.3	3.3	3.3	3.3	3.3
31	Average Revenue Gallons per Meter Equivalent (000s Gallons)	6.7	6.7	6.7	6.7	6.7	6.7	6.7
<u>Outside the City</u>								
32	Average Units	0	0	0	0	0	0	0
33	Account Growth	N/A	0	0	0	0	0	0
34	Average Accounts	0	0	0	0	0	0	0
35	Meter Equivalents	0	0	0	0	0	0	0
36	Revenue Gallons (000s Gallons)	0	0	0	0	0	0	0
37	Average Revenue Gallons per Account (000s Gallons)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
38	Average Revenue Gallons per Unit (000s Gallons)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
39	Average Revenue Gallons per Meter Equivalent (000s Gallons)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Residential Multifamily								
40	Average Accounts	107	107	107	107	107	107	107
41	Average Units	1,057	1,057	1,057	1,057	1,057	1,057	1,057
42	Meter Equivalents	521	521	521	521	521	521	521
43	Revenue Gallons (000s Gallons)	42,041	42,041	42,041	42,041	42,041	42,041	42,041
44	Average Revenue Gallons per Account (000s Gallons)	32.7	32.7	32.7	32.7	32.7	32.7	32.7
45	Average Revenue Gallons per Unit (000s Gallons)	3.3	3.3	3.3	3.3	3.3	3.3	3.3
46	Average Revenue Gallons per Meter Equivalent (000s Gallons)	6.7	6.7	6.7	6.7	6.7	6.7	6.7

Table CUST-2
City of Port Orange, Florida
Water, Wastewater, and Reclaimed Water Rate Study

Historical and Projected Wastewater System Customer Statistics

Line No.	Description	Actual	Projected Fiscal Year Ending September 30,					
		2013	2014	2015	2016	2017	2018	2019
<u>Apartments Wastewater</u>								
<u>Inside the City</u>								
47	Average Units	2,401	2,401	2,401	2,401	2,401	2,401	2,401
48	Account Growth	N/A	0	0	0	0	0	0
49	Average Accounts	178	178	178	178	178	178	178
50	Meter Equivalents	1,051	1,051	1,051	1,051	1,051	1,051	1,051
51	Revenue Gallons (000s Gallons)	89,115	89,115	89,115	89,115	89,115	89,115	89,115
52	Average Revenue Gallons per Account (000s Gallons)	41.7	41.7	41.7	41.7	41.7	41.7	41.7
53	Average Revenue Gallons per Unit (000s Gallons)	3.1	3.1	3.1	3.1	3.1	3.1	3.1
54	Average Revenue Gallons per Meter Equivalent (000s Gallons)	7.1	7.1	7.1	7.1	7.1	7.1	7.1
<u>Outside the City</u>								
55	Average Units	12	12	12	12	12	12	12
56	Account Growth	N/A	0	0	0	0	0	0
57	Average Accounts	2	2	2	2	2	2	2
58	Meter Equivalents	4	4	4	4	4	4	4
59	Revenue Gallons (000s Gallons)	429	429	429	429	429	429	429
60	Average Revenue Gallons per Account (000s Gallons)	17.9	17.9	17.9	17.9	17.9	17.9	17.9
61	Average Revenue Gallons per Unit (000s Gallons)	3.0	3.0	3.0	3.0	3.0	3.0	3.0
62	Average Revenue Gallons per Meter Equivalent (000s Gallons)	10.2	10.2	10.2	10.2	10.2	10.2	10.2
Total Apartments								
63	Average Accounts	180	180	180	180	180	180	180
64	Average Units	2,413	2,413	2,413	2,413	2,413	2,413	2,413
65	Meter Equivalents	1,055	1,055	1,055	1,055	1,055	1,055	1,055
66	Revenue Gallons (000s Gallons)	89,544	89,544	89,544	89,544	89,544	89,544	89,544
67	Average Revenue Gallons per Account (000s Gallons)	41.5	41.5	41.5	41.5	41.5	41.5	41.5
68	Average Revenue Gallons per Unit (000s Gallons)	3.1	3.1	3.1	3.1	3.1	3.1	3.1
69	Average Revenue Gallons per Meter Equivalent (000s Gallons)	7.1	7.1	7.1	7.1	7.1	7.1	7.1
<u>Commercial Wastewater</u>								
<u>Inside the City</u>								
70	Average Units	879	879	879	879	879	879	879
71	Account Growth	N/A	0	0	0	0	0	0
72	Average Accounts	879	879	879	879	879	879	879
73	Meter Equivalents	2,698	2,698	2,698	2,698	2,698	2,698	2,698
74	Revenue Gallons (000s Gallons)	150,999	150,999	150,999	150,999	150,999	150,999	150,999
75	Average Revenue Gallons per Account (000s Gallons)	14.3	14.3	14.3	14.3	14.3	14.3	14.3
76	Average Revenue Gallons per Unit (000s Gallons)	14.3	14.3	14.3	14.3	14.3	14.3	14.3
77	Average Revenue Gallons per Meter Equivalent (000s Gallons)	4.7	4.7	4.7	4.7	4.7	4.7	4.7
<u>Outside the City</u>								
78	Average Units	3	3	3	3	3	3	3
79	Account Growth	N/A	0	0	0	0	0	0
80	Average Accounts	3	3	3	3	3	3	3
81	Meter Equivalents	9	9	9	9	9	9	9
82	Revenue Gallons (000s Gallons)	1,541	1,541	1,541	1,541	1,541	1,541	1,541
83	Average Revenue Gallons per Account (000s Gallons)	42.8	42.8	42.8	42.8	42.8	42.8	42.8
84	Average Revenue Gallons per Unit (000s Gallons)	42.8	42.8	42.8	42.8	42.8	42.8	42.8
85	Average Revenue Gallons per Meter Equivalent (000s Gallons)	15.1	15.1	15.1	15.1	15.1	15.1	15.1
Total Commercial								
86	Average Accounts	882	882	882	882	882	882	882
87	Average Units	882	882	882	882	882	882	882
88	Meter Equivalents	2,707	2,707	2,707	2,707	2,707	2,707	2,707
89	Revenue Gallons (000s Gallons)	152,540	152,540	152,540	152,540	152,540	152,540	152,540
90	Average Revenue Gallons per Account (000s Gallons)	14.4	14.4	14.4	14.4	14.4	14.4	14.4
91	Average Revenue Gallons per Unit (000s Gallons)	14.4	14.4	14.4	14.4	14.4	14.4	14.4
92	Average Revenue Gallons per Meter Equivalent (000s Gallons)	4.7	4.7	4.7	4.7	4.7	4.7	4.7

Table CUST-2
City of Port Orange, Florida
Water, Wastewater, and Reclaimed Water Rate Study

Historical and Projected Wastewater System Customer Statistics

Line No.	Description	Actual	Projected Fiscal Year Ending September 30,					
		2013	2014	2015	2016	2017	2018	2019
<u>Commercial Bulk Wastewater</u>								
<u>Outside the City</u>								
93	Average Units	3	3	3	3	3	3	3
94	Account Growth	N/A	0	0	0	0	0	0
95	Average Accounts	3	3	3	3	3	3	3
96	Meter Equivalents	54	54	54	54	54	54	54
97	Revenue Gallons (000s Gallons)	388,575	388,575	388,575	57,961	57,961	57,961	57,961
98	Average Revenue Gallons per Account (000s Gallons)	10,793.8	10,793.8	10,793.8	1,610.0	1,610.0	1,610.0	1,610.0
99	Average Revenue Gallons per Unit (000s Gallons)	10,793.8	10,793.8	10,793.8	1,610.0	1,610.0	1,610.0	1,610.0
100	Average Revenue Gallons per Meter Equivalent (000s Gallons)	605.3	605.3	605.3	90.3	90.3	90.3	90.3
Total Commercial Bulk								
101	Average Accounts	3	3	3	3	3	3	3
102	Average Units	3	3	3	3	3	3	3
103	Meter Equivalents	54	54	54	54	54	54	54
104	Revenue Gallons (000s Gallons)	388,575	388,575	388,575	57,961	57,961	57,961	57,961
105	Average Revenue Gallons per Account (000s Gallons)	10,793.8	10,793.8	10,793.8	1,610.0	1,610.0	1,610.0	1,610.0
106	Average Revenue Gallons per Unit (000s Gallons)	10,793.8	10,793.8	10,793.8	1,610.0	1,610.0	1,610.0	1,610.0
107	Average Revenue Gallons per Meter Equivalent (000s Gallons)	605.3	605.3	605.3	90.3	90.3	90.3	90.3
<u>Hotel Wastewater</u>								
<u>Inside the City</u>								
108	Average Units	4	4	4	4	4	4	4
109	Account Growth	N/A	0	0	0	0	0	0
110	Average Accounts	4	4	4	4	4	4	4
111	Meter Equivalents	11	11	11	11	11	11	11
112	Revenue Gallons (000s Gallons)	1,246	1,246	1,246	1,246	1,246	1,246	1,246
113	Average Revenue Gallons per Account (000s Gallons)	26.0	26.0	26.0	26.0	26.0	26.0	26.0
114	Average Revenue Gallons per Unit (000s Gallons)	26.0	26.0	26.0	26.0	26.0	26.0	26.0
115	Average Revenue Gallons per Meter Equivalent (000s Gallons)	9.4	9.4	9.4	9.4	9.4	9.4	9.4
<u>Outside the City</u>								
116	Average Units	0	0	0	0	0	0	0
117	Account Growth	N/A	0	0	0	0	0	0
118	Average Accounts	0	0	0	0	0	0	0
119	Meter Equivalents	0	0	0	0	0	0	0
120	Revenue Gallons (000s Gallons)	0	0	0	0	0	0	0
121	Average Revenue Gallons per Account (000s Gallons)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
122	Average Revenue Gallons per Unit (000s Gallons)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
123	Average Revenue Gallons per Meter Equivalent (000s Gallons)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Hotel								
124	Average Accounts	4	4	4	4	4	4	4
125	Average Units	4	4	4	4	4	4	4
126	Meter Equivalents	11	11	11	11	11	11	11
127	Revenue Gallons (000s Gallons)	1,246	1,246	1,246	1,246	1,246	1,246	1,246
128	Average Revenue Gallons per Account (000s Gallons)	26.0	26.0	26.0	26.0	26.0	26.0	26.0
129	Average Revenue Gallons per Unit (000s Gallons)	26.0	26.0	26.0	26.0	26.0	26.0	26.0
130	Average Revenue Gallons per Meter Equivalent (000s Gallons)	9.4	9.4	9.4	9.4	9.4	9.4	9.4
<u>Campgrounds Wastewater</u>								
<u>Inside the City</u>								
131	Average Units	1,873	1,873	1,873	1,873	1,873	1,873	1,873
132	Account Growth	N/A	0	0	0	0	0	0
133	Average Accounts	13	13	13	13	13	13	13
134	Meter Equivalents	223	223	223	223	223	223	223
135	Revenue Gallons (000s Gallons)	61,240	61,240	61,240	61,240	61,240	61,240	61,240
136	Average Revenue Gallons per Account (000s Gallons)	392.6	392.6	392.6	392.6	392.6	392.6	392.6
137	Average Revenue Gallons per Unit (000s Gallons)	2.7	2.7	2.7	2.7	2.7	2.7	2.7
138	Average Revenue Gallons per Meter Equivalent (000s Gallons)	22.9	22.9	22.9	22.9	22.9	22.9	22.9

Table CUST-2
City of Port Orange, Florida
Water, Wastewater, and Reclaimed Water Rate Study

Historical and Projected Wastewater System Customer Statistics

Line No.	Description	Actual 2013	Projected Fiscal Year Ending September 30,					
			2014	2015	2016	2017	2018	2019
	<u>Outside the City</u>							
139	Average Units	0	0	0	0	0	0	0
140	Account Growth	N/A	0	0	0	0	0	0
141	Average Accounts	0	0	0	0	0	0	0
142	Meter Equivalents	0	0	0	0	0	0	0
143	Revenue Gallons (000s Gallons)	0	0	0	0	0	0	0
144	Average Revenue Gallons per Account (000s Gallons)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
145	Average Revenue Gallons per Unit (000s Gallons)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
146	Average Revenue Gallons per Meter Equivalent (000s Gallons)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Campgrounds								
147	Average Accounts	13	13	13	13	13	13	13
148	Average Units	1,873	1,873	1,873	1,873	1,873	1,873	1,873
149	Meter Equivalents	223	223	223	223	223	223	223
150	Revenue Gallons (000s Gallons)	61,240	61,240	61,240	61,240	61,240	61,240	61,240
151	Average Revenue Gallons per Account (000s Gallons)	392.6	392.6	392.6	392.6	392.6	392.6	392.6
152	Average Revenue Gallons per Unit (000s Gallons)	2.7	2.7	2.7	2.7	2.7	2.7	2.7
153	Average Revenue Gallons per Meter Equivalent (000s Gallons)	22.9	22.9	22.9	22.9	22.9	22.9	22.9
TOTAL WASTEWATER SYSTEM								
154	Average Accounts	24,608	24,708	24,808	24,908	25,008	25,108	25,208
155	Average Units	29,651	29,751	29,851	29,951	30,051	30,151	30,251
156	Meter Equivalents	28,591	28,691	28,791	28,891	28,991	29,091	29,191
157	Revenue Gallons (000s Gallons)	1,674,887	1,678,957	1,683,027	1,356,482	1,360,552	1,364,622	1,368,692
158	Average Revenue Gallons per Account (000s Gallons)	5.7	5.7	5.7	4.5	4.5	4.5	4.5
159	Average Revenue Gallons per Unit (000s Gallons)	4.7	4.7	4.7	3.8	3.8	3.8	3.8
160	Average Revenue Gallons per Meter Equivalent (000s Gallons)	4.9	4.9	4.9	3.9	3.9	3.9	3.9

Table CUST-3
City of Port Orange, Florida
Water, Wastewater, and Reclaimed Water Rate Study

Historical and Projected Reclaimed Water System Customer Statistics

Line No.	Description	Actual 2013	Projected Fiscal Year Ending September 30,					
			2014	2015	2016	2017	2018	2019
<u>Residential Reclaimed Water</u>								
<u>Inside the City</u>								
1	Average Units	6,873	6,873	6,873	6,873	6,873	6,873	6,873
2	Account Growth	N/A	0	0	0	0	0	0
3	Average Accounts	6,873	6,873	6,873	6,873	6,873	6,873	6,873
4	Meter Equivalents	6,970	6,970	6,970	6,970	6,970	6,970	6,970
5	Consumption (000s Gallons)	1,033,798	1,033,798	1,033,798	1,033,798	1,033,798	1,033,798	1,033,798
6	Average Usage per Account (000s Gallons)	12.5	12.5	12.5	12.5	12.5	12.5	12.5
7	Average Usage per Unit (000s Gallons)	12.5	12.5	12.5	12.5	12.5	12.5	12.5
8	Average Usage per Meter Equivalent (000s Gallons)	12.4	12.4	12.4	12.4	12.4	12.4	12.4
<u>Residential Multifamily Reclaimed Water</u>								
<u>Inside the City</u>								
9	Average Units	4	4	4	4	4	4	4
10	Account Growth	N/A	0	0	0	0	0	0
11	Average Accounts	4	4	4	4	4	4	4
12	Meter Equivalents	25	25	25	25	25	25	25
13	Consumption (000s Gallons)	7,371	7,371	7,371	7,371	7,371	7,371	7,371
14	Average Usage per Account (000s Gallons)	153.6	153.6	153.6	153.6	153.6	153.6	153.6
15	Average Usage per Unit (000s Gallons)	153.6	153.6	153.6	153.6	153.6	153.6	153.6
16	Average Usage per Meter Equivalent (000s Gallons)	24.6	24.6	24.6	24.6	24.6	24.6	24.6
<u>Apartments Reclaimed Water</u>								
<u>Inside the City</u>								
17	Average Units	2	2	2	2	2	2	2
18	Account Growth	N/A	0	0	0	0	0	0
19	Average Accounts	2	2	2	2	2	2	2
20	Meter Equivalents	50	50	50	50	50	50	50
21	Consumption (000s Gallons)	11,219	11,219	11,219	11,219	11,219	11,219	11,219
22	Average Usage per Account (000s Gallons)	467.5	467.5	467.5	467.5	467.5	467.5	467.5
23	Average Usage per Unit (000s Gallons)	467.5	467.5	467.5	467.5	467.5	467.5	467.5
24	Average Usage per Meter Equivalent (000s Gallons)	18.7	18.7	18.7	18.7	18.7	18.7	18.7
<u>Metered Interruptible</u>								
25	Average Units	1	1	1	1	1	1	1
26	Account Growth	N/A	0	0	0	0	0	0
27	Average Accounts	1	1	1	1	1	1	1
28	Meter Equivalents	25	25	25	25	25	25	25
29	Consumption (000s Gallons)	0	0	0	0	0	0	0
30	Average Usage per Account (000s Gallons)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
31	Average Usage per Unit (000s Gallons)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
32	Average Usage per Meter Equivalent (000s Gallons)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
<u>Total Apartments</u>								
33	Average Accounts	3	3	3	3	3	3	3
34	Average Units	3	3	3	3	3	3	3
35	Meter Equivalents	75	75	75	75	75	75	75
36	Consumption (000s Gallons)	11,219	11,219	11,219	11,219	11,219	11,219	11,219
37	Average Usage per Account (000s Gallons)	311.6	311.6	311.6	311.6	311.6	311.6	311.6
38	Average Usage per Unit (000s Gallons)	311.6	311.6	311.6	311.6	311.6	311.6	311.6
39	Average Usage per Meter Equivalent (000s Gallons)	12.5	12.5	12.5	12.5	12.5	12.5	12.5

Table CUST-3
City of Port Orange, Florida
Water, Wastewater, and Reclaimed Water Rate Study

Historical and Projected Reclaimed Water System Customer Statistics

Line No.	Description	Actual 2013	Projected Fiscal Year Ending September 30,					
			2014	2015	2016	2017	2018	2019
<u>Commercial Reclaimed Water</u>								
<u>Inside the City</u>								
40	Average Units	237	237	237	237	237	237	237
41	Account Growth	N/A	0	0	0	0	0	0
42	Average Accounts	237	237	237	237	237	237	237
43	Meter Equivalents	1,406	1,406	1,406	1,406	1,406	1,406	1,406
44	Consumption (000s Gallons)	242,662	242,662	242,662	242,662	242,662	242,662	242,662
45	Average Usage per Account (000s Gallons)	85.3	85.3	85.3	85.3	85.3	85.3	85.3
46	Average Usage per Unit (000s Gallons)	85.3	85.3	85.3	85.3	85.3	85.3	85.3
47	Average Usage per Meter Equivalent (000s Gallons)	14.4	14.4	14.4	14.4	14.4	14.4	14.4
<u>Outside the City</u>								
48	Average Units	1	1	1	1	1	1	1
49	Account Growth	N/A	0	0	0	0	0	0
50	Average Accounts	1	1	1	1	1	1	1
51	Meter Equivalents	3	3	3	3	3	3	3
52	Consumption (000s Gallons)	648	648	648	648	648	648	648
53	Average Usage per Account (000s Gallons)	54.0	54.0	54.0	54.0	54.0	54.0	54.0
54	Average Usage per Unit (000s Gallons)	54.0	54.0	54.0	54.0	54.0	54.0	54.0
55	Average Usage per Meter Equivalent (000s Gallons)	21.6	21.6	21.6	21.6	21.6	21.6	21.6
<u>Metered Interruptible</u>								
56	Average Units	21	21	21	21	21	21	21
57	Account Growth	N/A	0	0	0	0	0	0
58	Average Accounts	21	21	21	21	21	21	21
59	Meter Equivalents	364	364	364	364	364	364	364
60	Consumption (000s Gallons)	105,297	105,297	105,297	105,297	105,297	105,297	105,297
61	Average Usage per Account (000s Gallons)	417.8	417.8	417.8	417.8	417.8	417.8	417.8
62	Average Usage per Unit (000s Gallons)	417.8	417.8	417.8	417.8	417.8	417.8	417.8
63	Average Usage per Meter Equivalent (000s Gallons)	24.1	24.1	24.1	24.1	24.1	24.1	24.1
Total Commercial								
64	Average Accounts	259	259	259	259	259	259	259
65	Average Units	259	259	259	259	259	259	259
66	Meter Equivalents	1,773	1,773	1,773	1,773	1,773	1,773	1,773
67	Consumption (000s Gallons)	348,607	348,607	348,607	348,607	348,607	348,607	348,607
68	Average Usage per Account (000s Gallons)	112.2	112.2	112.2	112.2	112.2	112.2	112.2
69	Average Usage per Unit (000s Gallons)	112.2	112.2	112.2	112.2	112.2	112.2	112.2
70	Average Usage per Meter Equivalent (000s Gallons)	16.4	16.4	16.4	16.4	16.4	16.4	16.4
Total Reclaimed Water								
71	Average Accounts	7,139	7,139	7,139	7,139	7,139	7,139	7,139
72	Average Units	7,139	7,139	7,139	7,139	7,139	7,139	7,139
73	Meter Equivalents	8,842	8,842	8,842	8,842	8,842	8,842	8,842
74	Consumption (000s Gallons)	1,400,995	1,400,995	1,400,995	1,400,995	1,400,995	1,400,995	1,400,995
75	Average Usage per Account (000s Gallons)	16.4	16.4	16.4	16.4	16.4	16.4	16.4
76	Average Usage per Unit (000s Gallons)	16.4	16.4	16.4	16.4	16.4	16.4	16.4
77	Average Usage per Meter Equivalent (000s Gallons)	13.2	13.2	13.2	13.2	13.2	13.2	13.2

WATER, WASTEWATER, AND RECLAIMED WATER RATE STUDY

Meeting to Review
Proposed Fiscal Year 2015
Monthly User Rates

December 9, 2014

Public Resources Management Group, Inc .

Utility, Rate, Financial and Management Consultants

Rate Study Timeline

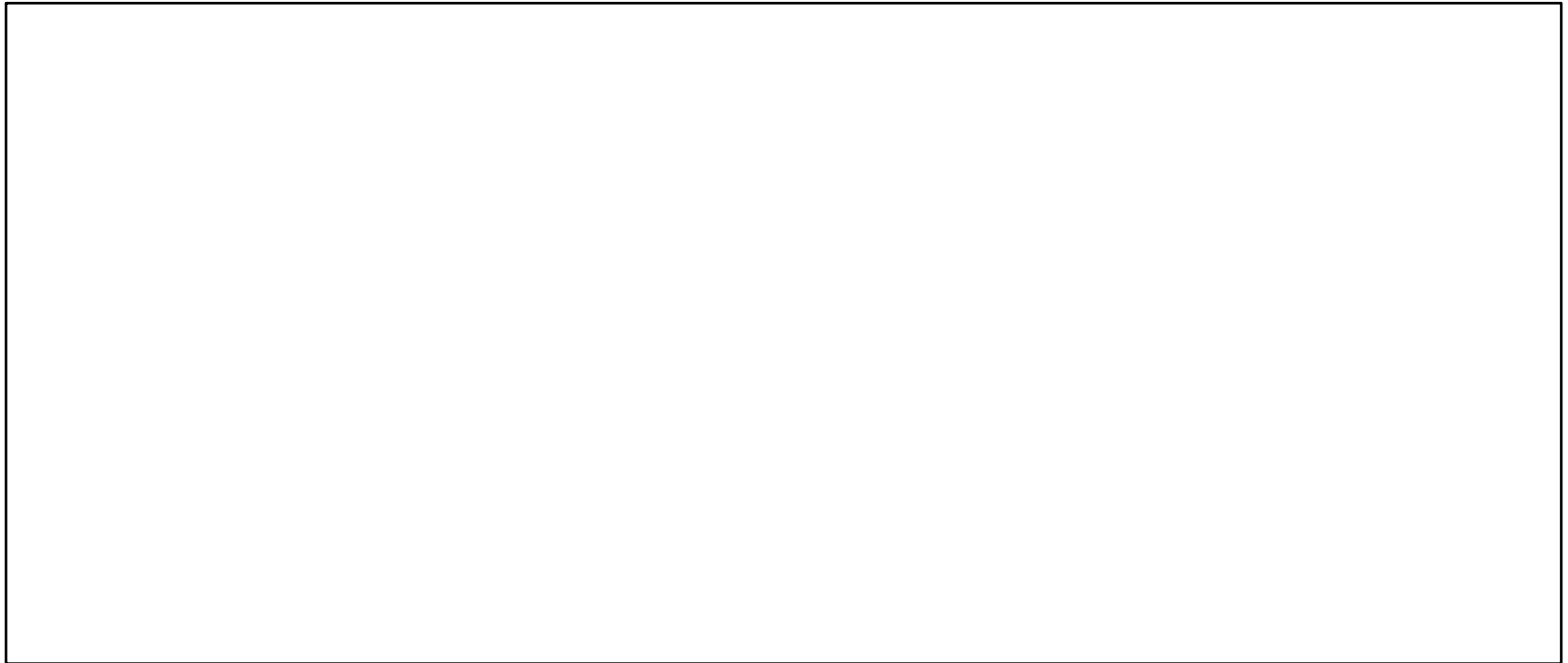
- ❖ November 12, 2013: Meeting to Establish City Council Expectations, Direction and Policy
 - Minimum Monthly Charges and Base Usage Rates Unchanged Since 2008
 - Course of Action Discussed: Present Proposed Financial Plan (e.g., Need for Revenue / Rate Increases) and Obtain Council Approval Before Proceeding With Rate Design
- ❖ April 1, 2014: Presentation of Proposed Financial Plan for Utility
 - Identified Need for Rate Adjustments Primarily Due to System Capital Needs
- ❖ Since April Meeting on Utility Rate Study:
 - New City / Utility Management
 - Decision to Reconfirm the Capital Plan
 - Possibility of Losing Daytona Beach Shores as Bulk Wastewater Customer (or at Least Majority of Wastewater Flows from This Customer) Starting in FY 2016

Rate Study Timeline (cont.)

- ❖ Since April Meeting on Utility Rate Study (cont.):
 - Staff Has Proposed to Move Forward With 3% Overall System Retail User Rate Adjustment in FY 2015 While Capital Program Is Reviewed and Daytona Beach Shores Plans Are Confirmed
 - Proposed Rates NOT Designed to Meet System Revenue Requirements Over Next Several Years
 - Rate Design Changes Based on Council Rate Design Objectives
 - ◆ Simplify the Rate Structure
 - ◆ Equitable Rates

Rate Study Timeline (cont.)

- ❖ Since April Meeting on Utility Rate Study (cont.):
 - Since Revenue Deficiencies in Multi-Year Financial Forecast Were Primarily Related to Wastewater and Reclaimed Water Systems, Overall System Retail User Rate Revenue Adjustments Proposed to Be Recovered Through Increases in Wastewater and Reclaimed Water Rates



Objective: Simplify Rates

- ❖ Reduce Number of Water Price Blocks for Residential Class
 - 6 Price Blocks to 4
- ❖ Eliminate Minimum Gallons Billed in Minimum Monthly Charges for Wastewater and Reclaimed Water
 - Typical Rate Structure in State of Florida Is to Separate Base Charges (Recover Portion of Fixed Costs) and Usage Charges (Recover Remaining Costs)
 - Also Promotes Rate Equity Among Smaller Users

Objective: Simplify Rates (cont.)

- ❖ Uniform Usage Rate for Commercial, Multifamily, and Sprinkler / Irrigation Potable Water Usage
 - Uniform Usage Rate for Commercial and Multifamily Classes Based on System Average Cost Per 1,000 Gallons of Amounts Allocated to Be Recovered from System Usage Charges
 - Uniform Usage Rate for Sprinkler / Irrigation Class Targets Discretionary Usage
- ❖ Eliminate Tiered Wastewater Rate Structure for Residential Customers
 - Conservation Incentives Built Into Water Rates
 - Tiered Rate Does Not Reflect Cost of Service for Wastewater
- ❖ Eliminate Energy Usage Charge
 - Costs of Energy Recovered Through Usage Charges
 - Reduces Administrative Burden

Objective: Equitable Rates

- ❖ Customers in Each Class Have a Uniform Rate Structure
- ❖ Minimum Monthly Charges for Larger Meter Sizes for Nonresidential/Commercial Customers Increase Based on Hydraulic Capacity Relationships Recognized By Utility Industry
 - Greater Need for System Capacity = Higher Base Charge

Objective: Equitable Rates (cont.)

- ❖ For Residential Class, Increase Rates of Higher Water Use Price Blocks to Shift More Cost Recovery to Customers with Higher Water Usage and Encourage Water Conservation (Consistent with Water Management District Goals)
 - Customers with Excessive Water Usage Will Pay Greater Percentage of System Costs
 - First (Lowest) Price Block Is Considered "Lifeline " Block for Portion of Indoor/Essential Usage; Middle Price Blocks for Discretionary Usage Including Some Irrigation Use; Last (Highest) Price Block for Excessive Irrigation Usage
- ❖ Add Billing Cap or Maximum of 12,000 Gallons to Residential Wastewater Billing
 - Assumes Usage Above 12,000 Gallons Is for Irrigation Purposes and Does Not Return to Wastewater System

Proposed Monthly Water Rates - Residential

[*] Customers located outside the City are subject to a 25% outside-City surcharge as allowed per Florida Statute 180.191.

Proposed Monthly Water Rates - Multifamily Residential

[*] Customers located outside the City are subject to a 25% outside-City surcharge as allowed per Florida Statute 180.191.

Proposed Monthly Water Rates - Motel, Hotel, Commercial and Industrial

[*] Customers located outside the City are subject to a 25% outside-City surcharge as allowed per Florida Statute 180.191.

Proposed Monthly Water Rates - Irrigation / Sprinkler

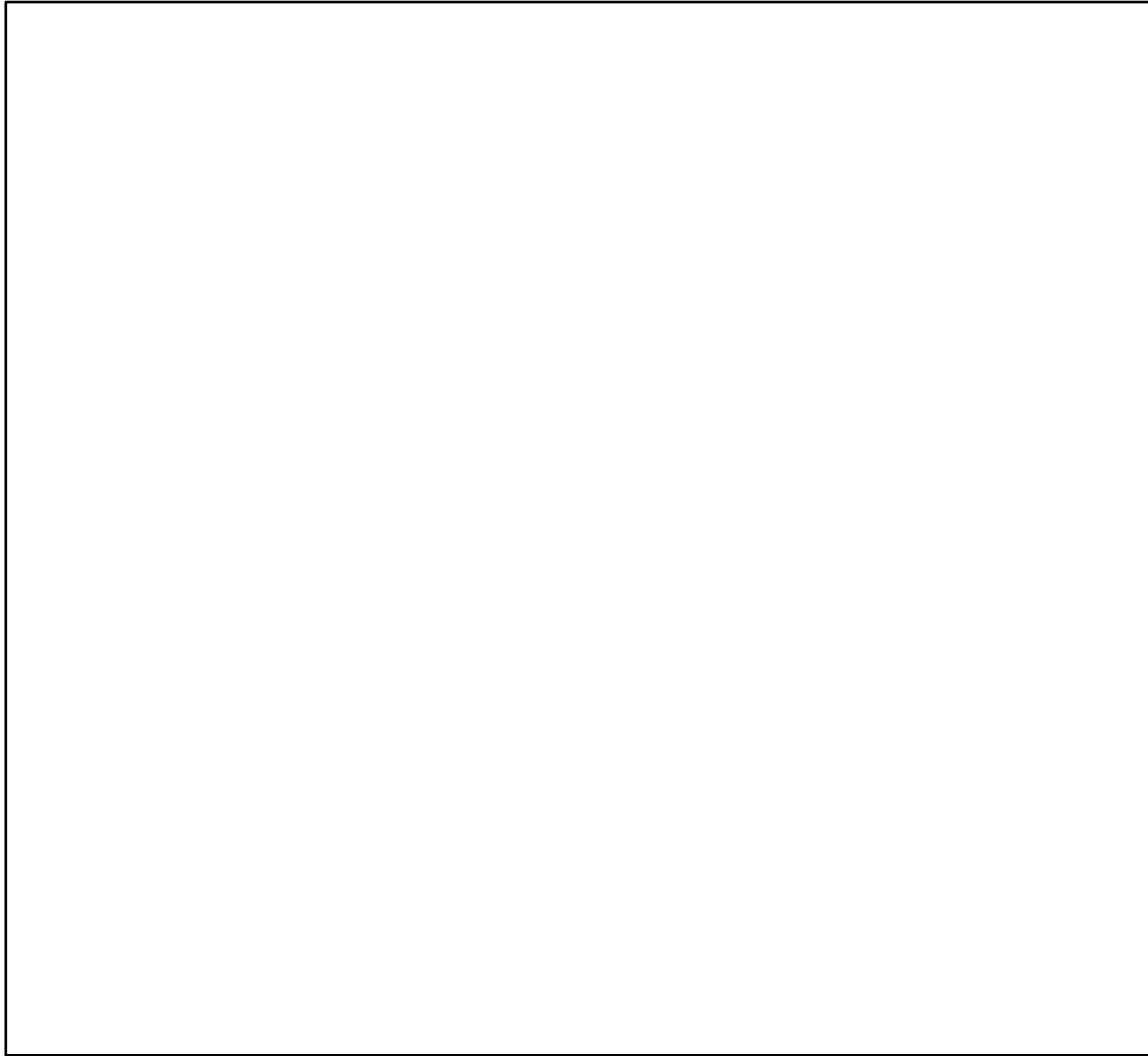
[*] Customers located outside the City are subject to a 25% outside-City surcharge as allowed per Florida Statute 180.191.

Proposed Monthly Wastewater Rates - Residential and Multifamily Residential

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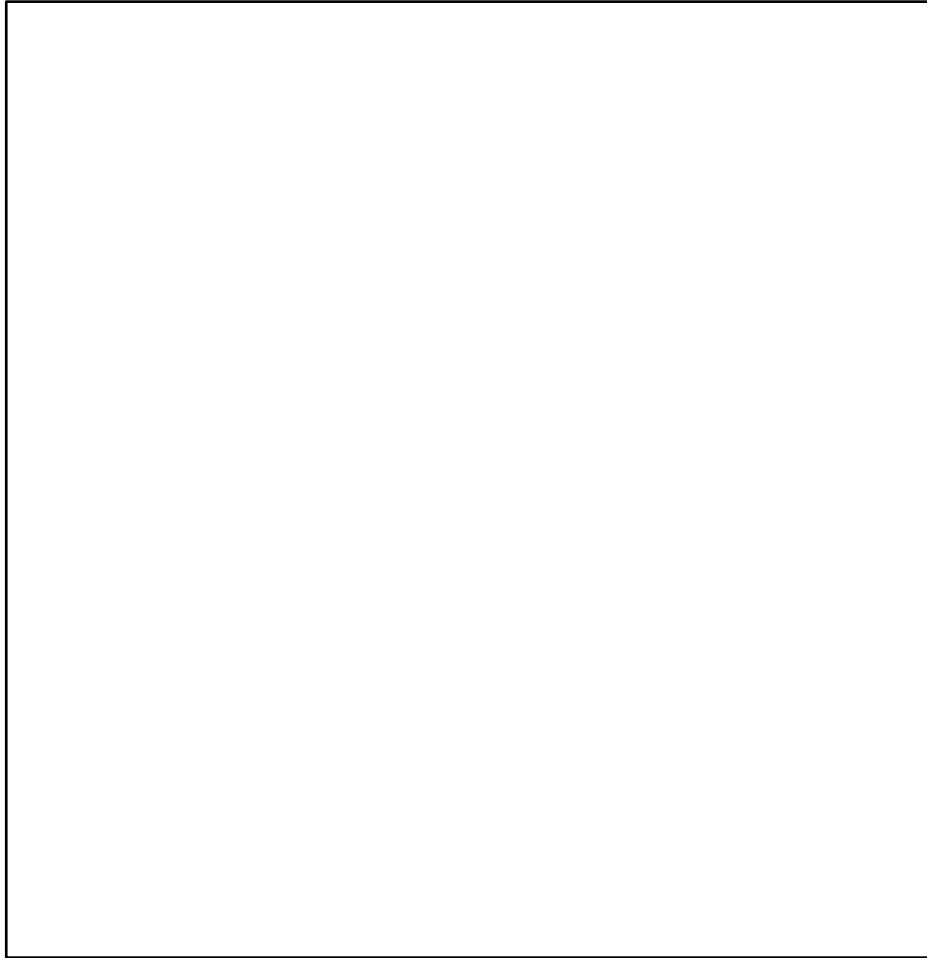
[*] Customers located outside the City are subject to a 25% outside-City surcharge as allowed per Florida Statute 180.191.

Proposed Monthly Wastewater Rates - Motel, Hotel, Commercial and Industrial



[*] Customers located outside the City are subject to a 25% outside-City surcharge as allowed per Florida Statute 180.191.

Proposed Reclaimed Water Rates



[*] Customers located outside the City are subject to a 25% outside-City surcharge as allowed per Florida Statute 180.191.

Combined Water and Wastewater User Rate Comparison

❖ Monthly Usage of 4,000 Gallons

- Average Usage of Single Family Residential Customer in System



[*] Utilities in CAPITALIZED letters: i) are involved in rate study; ii) are planning to conduct rate study; or iii) will implement rate revision or price index / pass-through adjustment within twelve months

Reclaimed Water User Rate Comparison

❖ Monthly Usage of 12,000 Gallons

- Average Usage of Single Family Residential Customer with Reclaimed Water Service in System



Miscellaneous Service Charges

- ❖ Proposed Charges Reflect Balance of:
 - Current Utility Costs to Provide Service
 - Comparison with Similar Charges of Other Florida Utilities
- ❖ To the Extent Charges Do Not Recover Cost of Providing Miscellaneous Services, Cost Difference Must Be Paid Through Monthly User Rates

RECOMMENDATIONS

- ❖ Adopt Proposed Water, Wastewater and Reclaimed Water User Rates for Fiscal Year 2015
- ❖ Adopt Proposed Miscellaneous Service Charges
- ❖ Review Future Capital Needs
- ❖ Update Financial Plan and Implement Future Rate Needs
 - Capital Needs Not Anticipated to Go Away But May Be More Expensive to Address in Future Due to Inflation in Costs of Construction and Increasing Interest Rates
 - FINANCIAL RISK: If Rate Needs Not Proactively Addressed, User Rates Could Be Even Higher in Future
 - Confirm Plans of Daytona Beach Shores
 - Calculate Development (Impact Fees) Based on Revised Capital Needs
 - Consider Adjustments to Miscellaneous Service Charges

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
DECEMBER 2, 2014

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

Roll Call:	Present:	Councilman Bob Ford Councilman Drew Bastian Councilman Dennis Kennedy Vice Mayor Donald Burnette Mayor Allen Green
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Swearing-In Ceremony

Council Members Bob Ford, Don Burnette, and Scott Stiltner were sworn in by Robin Fenwick, City Clerk.

Also Present:	David Harden, Interim City Manager Margaret T. Roberts, City Attorney Robin Fenwick, City Clerk
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5. Election of Vice Mayor

Motion to nominate Drew Bastian was made by Councilman Ford, and Seconded by Councilman Stiltner. Councilman Bastian accepted the nomination. Motion carried unanimously by voice vote.

6. Order of Business and Local Rules of Procedure

Councilman Ford expressed concern with too many items being placed on the Consent Agenda. He would like additional language to reflect those items that are controversial or need further explanation should not be included on the Consent Agenda.

Motion to amend as discussed above was made by Councilman Ford, and Seconded by Councilman Burnette. Motion to amend carried unanimously by voice vote.

Councilman Stiltner asked if Council has considered electronic voting. Mayor Green advised that the system is \$6,000. Mr. Harden expressed a concern with the Charter stating a voice vote is necessary. Councilman Stiltner asked if there would be an issue if the order is not followed as outlined in the proposed rules. Mr. Jones said there would be an enforceable adoption and doesn't believe it would affect the vote. Councilman Stiltner is also concerned with the extra work on the City Clerk to track during meetings.

Mayor Green prefers to stay with the current process.

Vice Mayor Bastian doesn't believe a change is necessary.

Councilman Burnette supports a rotation on the voting. It's done in several other cities.

Motion to adopt Local Rules with the current voting process was made by Vice Mayor Burnette, and Seconded by Councilman Burnette. Motion carried unanimously by voice vote.

Ted Nofall, citizen, asked that a sentence be added to 8(f) that states "unless permission to continue is granted by majority vote of Council."

Motion to accept as amended was made by Vice Mayor Bastian, and Seconded by Councilman Ford. Motion carried unanimously by voice vote.

Mr. Nofall asked if the Charter is in conflict with paragraph #7 regarding not contacting to Staff members when they have questions. Councilman Ford agreed that it seemed to be in conflict. Council cannot direct Staff but they can ask questions of Staff according to the Charter.

Mr. Nofall asked if there are any conflicts with the new Florida State Statute relating to public participation. Mr. Jones said no, there is no conflict.

Mr. Nofall asked that the "Staff recommends..." be deleted from the City Manager's Commentary. Mr. Harden advised that the "Staff" is the person putting the agenda item together and other Staff and ultimately the City Manager. He advised that the department bringing the item forward can be added to the Commentary. Mr. Nofall asked if the running total of expenditures could be included in the agenda item as Councilman Burnette previously suggested. Mayor Green doesn't believe this is the appropriate place for that issue.

Mr. Harden suggested removing the clause of "or if any member of Council has a question or concern about an item..." from item #7, line #4. Mr. Jones and Council agreed.

Ben Talluto, citizen, discussed the drafting of the Charter regarding Council Members directing Staff.

Motion to approve as amended was
made by Councilman Ford, and
Seconded by Vice Mayor Bastian.

Motion carried unanimously by roll call
vote.

7. Appointments to Council Committees for 2015

The current appointments are as follows:

ArtHaus – Vice Mayor Burnette
City Investment Committee – Councilman Kennedy
Communications Interlocal Agency – Mayor Green
General Employees Retirement Trust Fund – Councilman Bastian
Golf Course Board of Directors – Councilman Ford and Greg Kisela
Library Advisory Board – Councilman Bastian
Transportation Planning Organization – Councilman Ford
Municipal Firefighters Pension Board – Councilman Ford
Municipal Police Officers Retirement Trust – Councilman Kennedy
Port Orange-South Daytona Chamber of Commerce – Vice Mayor Burnette
Volusia Council of Governments – Mayor Green
Volusia League of Cities – Mayor Green
YMCA – Councilman Bastian

Council Members agreed on the following appointments:

ArtHaus – Councilman Burnette
City Investment Committee – Councilman Stiltner
Communications Interlocal Agency – Mayor Green
General Employees Retirement Trust Fund – Councilman Stiltner
Golf Course Board of Directors – Deferred until the Golf Board meeting
Library Advisory Board – Vice Mayor Bastian
Transportation Planning Organization – Councilman Ford
Municipal Firefighters Pension Board – Councilman Ford
Municipal Police Officers Retirement Trust – Vice Mayor Bastian
Port Orange/South Daytona Chamber of Commerce – Councilman Burnette
Volusia Council of Governments – Mayor Green
Volusia League of Cities – Mayor Green
YMCA – Councilman Stiltner

Motion to approve Council appointments
was made by Vice Mayor Bastian, and

Seconded by Councilman Ford. Motion
carried unanimously by voice vote.

SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

8. Recognition Awards

Jerry Monahan, Police Chief, and Wayne Miller, Assistant Police Chief, presented awards to employees and citizens.

PUBLIC HEARING

9. Second Reading - Ordinance No. 2014-26 - Land Development Code (LDC) Text Amendment/Chapter 17, Section 10 and Chapter 18, Section 4 of the LDC, making existing single-family homes in zero lot line subdivisions, and those built or permitted on a lot zoned two-family residential (R-2D) before April 17, 1990, a permitted use. Case No. 14-25000003

Mayor Green read Ordinance No. 2014-26.

ORDINANCE NO. 2014-26

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING THE CITY OF PORT ORANGE LAND DEVELOPMENT CODE; AMENDING CHAPTER 17, SECTION 10 RELATING TO THE PERMITTED USES FOR THE TWO-FAMILY RESIDENTIAL (R-2D) DISTRICT; AMENDING CHAPTER 18, SECTION 4, SUBSECTION (b)(15.6) RELATING TO SPECIAL DEVELOPMENT REQUIREMENTS FOR SINGLE-FAMILY DWELLINGS IN THE R-2D DISTRICT; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

Matt Jones, Assistant City Attorney, advised Council of the change provided at the dais.

Motion to adopt Ordinance No. 2014-26
as amended was made by Vice Mayor
Bastian, and Seconded by Councilman
Ford. Motion carried unanimously by roll
call vote after no public comments.

10. Second Reading - Ordinance No. 2014-27 - Rezoning/Planned Unit Development (PUD) to Multi-family Low Density Residential (R-3L) for property located at 6385 Airport Road. Case No. 14-60000004

Mayor Green read Ordinance No. 2014-27.

ORDINANCE NO. 2014-27

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, REZONING APPROXIMATELY 6.62 ACRES LOCATED ON THE SOUTH SIDE OF AIRPORT ROAD BETWEEN THE CYPRESS HEAD AND WATERS EDGE SUBDIVISIONS FROM PLANNED UNIT DEVELOPMENT (PUD) TO MULTIFAMILY LOW DENSITY RESIDENTIAL (R-3L); AUTHORIZING REVISION OF OFFICIAL ZONING ATLAS; AND PROVIDING FOR CONFLICTING ORDINANCES, SEVERABILITY AND AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2014-27
was made by Vice Mayor Bastian, and
Seconded by Councilman Burnette.

Vanessa Van Derver, citizen, asked for further information on the Ordinance.

Tim Burman, Planner, advised that the property was posted per the new policy. He provided information on the changes. There will be no subsidized housing.

Motion carried unanimously by roll call
vote.

ANNUAL MEETINGS OF CORPORATIONS

11. PORT ORANGE PROPERTY DEVELOPMENT, INC.

Council recessed at 7:47 p.m. to hold the Joint Annual Meeting of the Port Orange Property Development, Inc., minutes of which are under special cover.

Port Orange Property Development, Inc. meeting adjourned at 7:51 p.m.

12. THE DESIGN REVIEW BOARD

The Annual Meeting of the Design Review Board was held, minutes of which are under special cover.

The Design Review Board meeting adjourned at 7:52 p.m.

13. CITY CENTER CORPORATE PARK PROPERTY OWNERS ASSOCIATION

The Joint Annual Meeting of City Center Corporate Park Property Owners Association was held, minutes of which are under special cover.

The City Center Corporate Park Property Owner's Association meeting adjourned at 7:55 p.m.

14. GOLF COURSE AT CYPRESS HEAD, INC.

The Joint Annual Meeting of the Golf Course at Cypress Head, Inc. was held, minutes of which are under special cover.

The Golf Course at Cypress Head, Inc. meeting adjourned at 7:58 p.m.

15. PORT ORANGE BUSINESS PARK PROPERTY OWNER'S ASSOCIATION, INC.

The Joint Annual Meeting of the Port Orange Business Park Property Owner's Association, Inc. was held, minutes of which are under special cover.

The Port Orange Business Park Property Owner's Association, Inc. meeting adjourned at 8:00 p.m.

TOWN CENTER CRA SPECIAL MEETING

A Special Town Center CRA Meeting was held, minutes of which are under special cover.

The Port Orange Business Park Property Owner's Association, Inc. meeting adjourned at 8:02 p.m.

CITIZEN PARTICIPATION (Agenda)

16. Spruce Creek High School Softball Fee waiver request

Cameron McClelland, Spruce Creek High School Softball Coach, addressed Council regarding their request to waive fees regarding the concession stand and putting up fences at Coraci Fields.

Councilman Stiltner supports high school sports and wants Council to do what they can to help. He asked Susan Lovallo, Parks & Recreation Director, if Staff is setting up the fence during normal hours or after hours. Ms. Lovallo said it depends on the timing of the games. The fees are to recover a certain amount to help for the maintenance expenses.

Vice Mayor Bastian wants to help as well but has a hard time because there are so many requests.

Councilman Burnette supports the request to remove the cost of the fencing and the concession stand.

Councilman Ford is concerned with waiving for some and not others. He believes a workshop may be necessary to determine criteria. He is willing to consider in-kind exchanges.

Mayor Green said these fees are not full cost recovery. He wants it to be fair and equitable.

Motion to waive the \$50 fence fee and cut the concession stand fees in half was made by Councilman Stiltner, and Seconded by Vice Mayor Bastian. Motion carried 3-2 by roll call vote, with Councilman Burnette and Mayor Green voting no.

Mr. McClelland agreed to move the fence as needed.

CITIZEN PARTICIPATION (Non-Agenda – 15 minutes)

Shahla Evans, citizen, addressed Council regarding issues with her new roof and skylight. She believes the City is responsible for the problems with her roof. Mayor Green asked that she meet with Mr. Harden and the Building Official but the Council is not the proper forum.

Margaret Preston, citizen, thanked Council and the Staff for removing the culvert on Palmetto Avenue. It is draining better. She said there are still problems with the drains under Normand and from Normand to Palmetto. Mr. Harden will have Staff review the issue.

Mr. Talluto addressed Council regarding flooding issues at his property on Halifax Drive. He asked Council for approval to bring dirt in to fill the low areas. Councilman Ford agreed that a swell is needed behind the properties to alleviate the flooding.

Mark Schaefer, citizen, addressed Council regarding the Golf Course renovations. He doesn't support subsidizing a country club type of golf course. Councilman Ford said the golf course is a municipal golf course as it always has been. Mr. Schaefer doesn't believe the general popular believe it is a public golf course.

Mike Gardner, citizen, discussed Halifax Canal almost flooding its banks after very little rain recently. He suggested closing the tidal gate to duplicate the conditions to find out where resolutions can be placed.

Dianne Gardner, citizen, is concerned with the transparency of the agenda. She is interested in the process of agenda items. Mr. Harden said there is a staff department listed. The process is different for different items.

Mr. Noftall asked Council for the status of the investigative report of the employees regarding the flooding issue. Mr. Harden said he expects it to be complete within a week or so. Mr. Noftall asked if a vote has been taken regarding the golf course renovations and the closing of the course. Mayor Green said no, he doesn't believe they have gotten that far. He also expressed a concern with the transparency of the inter-fund cash accounts as well as the audit report from the golf course. Mr. Harden said the audit has been provided to KemperSports but has not been provided to the Council therefore, it is not a public record. Mayor Green asked Mr. Harden to provide a status report of the audit.

COUNCIL COMMENTS

19. Request to discuss usage of 1395 Dunlawton Avenue (old PD)

Councilman Stiltner asked Council to make a decision on what to do with the property at the old Police Department site. He would like to see it retained and utilized.

Mayor Green believes some of the City operations could be moved to that site to help serve the citizens. Records storage could also be moved there. Mr. Harden said the records storage needs attention.

Vice Mayor Bastian believes records storage would make sense. Mr. Harden said some renovations may be needed. Vice Mayor Bastian would like to keep it in the City inventory.

Councilman Burnette cautioned Council with making the building ADA compliant if Staff will be there. He said there are options to lease it out as well. He suggested a time certain to make a decision.

Councilman Ford said there is nothing wrong with the building's structure. He suggested moving the Parks & Recreation Department into the building; or even Community Development or Customer Service. He asked that Staff conduct a needs study.

Councilman Stiltner would like to see the building used as a Service Complex with Community Development and Customer Service. It will relieve parking issues here, as well as space issues.

Motion to keep the property and direct the City Manager to provide options for utilization was made by Councilman Stiltner, and Seconded by Councilman Ford. Motion carried unanimously by voice vote.

20. Comments/Concerns from Council Members

Councilman Ford asked that Staff not forget about the flooding problems on and around Dunlawton Avenue. He believes the berm was an important part of the Dunlawton pond project.

Motion for an independent engineering study to determine if a berm would reduce the probability of flooding on Dunlawton Avenue and surrounding areas was made by Councilman Ford, and Seconded by Councilman Burnette.

Mr. Nofall asked that Council include a citizen oversight person to assist with the study. He suggested Mike Gardner. Mayor Green disagreed. He doesn't believe Mr. Gardner is an engineer.

Phil Klema, citizen, is not a Florida engineer but asked that parameters be provided to the engineer handling the study.

Newton White, citizen, asked if the State would be willing to help pay for the study since it is a State road. He asked that Council not forget the other structures that have flooded away from Dunlawton Avenue.

Motion carried unanimously by roll call vote.

Councilman Ford would like to direct the Council to conduct an investigation as to the removal of the berm from the project. He asked the City Manager and City Attorney to find out who was involved in the removal and if that removal was authorized by law or policy. He asked for recommendations from the City Manager and City Attorney as to what can be done in the future to ensure significant alternations are not done without Council's approval. He wants Council and the public to understand the process and what is happening throughout the process.

Motion to direct the City Manager as discussed above was made by Councilman Ford, and Seconded by Vice Mayor Bastian.

Council agreed that they want to know when a major change is made to a project they have already approved.

Mr. Nofall asked Councilman Ford to modify his motion to include the accounting reconciliation of the project.

Councilman Ford accepted the amendment.

Mr. Gardner doesn't agree with paying for another study. He suggested finding an engineering firm to investigate any potential improprieties.

Mayor Green believes part of the investigation will be a forensic investigation.

Motion carried unanimously by roll call vote.

Mr. Harden asked for confirmation as to the direction from Council. Councilman Ford requested that the study be open as to what the elevation should be and if a berm is even needed.

Vice Mayor Bastian would like to clarify that the golf course is a municipal golf course and not private to Cypress Head. He asked that Staff reach out to the high schools for them to practice at Cypress Head.

Michael Collins, General Manager of Cypress Head, advised that both high schools use the golf course as their home course. He provided details of other youth events.

Vice Mayor Bastian asked for an update on the dirt hauling. Mr. Harden said he met with Halifax Paving and reviewed the close out requirements.

Vice Mayor Bastian asked what happened with the sidewalks put in on Dunlawton Avenue. Mayor Green said it was all done incorrectly and has to be redone. It was done by a State contractor and is not a City project.

Vice Mayor Bastian asked for a clear accounting of the soft costs if the decision is made to close for renovations. Mr. Collins said the soft costs have been presented to the previous City Manager but he will resubmit it to Mr. Harden.

Mr. Nofall asked for a breakdown of the costs provided.

Councilman Stiltner advised that he met with Sean Pittman (Lobbyist). He asked Mr. Harden what needs to be done to obtain funding for flooding and infrastructure needs. Mr. Harden said they need projects that are "shovel ready" and without a stormwater master plan in place, it is hard to provide a project. Staff is working on some ideas.

Councilman Stiltner has a lot of concerns regarding the golf course. He wants to see it remain a great golf course but he wants to discuss whether the City should stay in the golf business or sell it. He encouraged Council Members to research the challenges in the golf course business. He suggested putting information on the City website regarding the facts of the renovations. Mr. Harden advised that there are legal constraints to consider.

Mayor Green wants Staff to be aggressive in landscaping grants.

CONSENT AGENDA

21. Approval of Minutes

a. November 11, 2014 - Regular City Council Meeting

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

22. Council Meeting Schedule for 2015

Councilman Ford asks that August 4, 2015 be removed from the schedule. Councilman Burnette asked that Staff keep that agenda light rather than remove it from the schedule.

Motion to approve was made by Councilman Ford, and Seconded by Councilman Burnette. Motion carried unanimously by voice vote.

23. Approval of Daytona Beach News Journal as Sole Source for required advertisements

Mr. Noftall thanked Staff for including the Sole Source Justification form and asked that it be used for all sole source items/services.

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

24. Piggyback Agreement with Stewart's Electric Motor Works for Electric Motor and Pump Repair

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

25. Award of Bid #14-34 - Williamson Boulevard/Town West Traffic Signal

Mr. Jones asked that the motion be subject to execution of the contract documents prepared by the City Attorney's Office.

Motion to approve subject to execution
fo the contract documents to be

prepared by the City Attorney's Office was made by Vice Mayor Bastian, and Seconded by Councilman Burnette. Motion carried unanimously by voice vote.

26. Piggyback Agreement and Purchase Order for Ten-8 Fire Equipment

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

27. Change Order No. 2. Layne InLiner, LLC - Emergency Storm Drain Pipe Lining

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

ORDINANCES

28. First Reading - Ordinance No. 2014-30 - Repealing Audit and Budget Advisory Board

Mayor Green read Ordinance No. 2014-30.

ORDINANCE NO. 2014-30

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, REPEALING ORDINANCES 2013-7, 2013-9, AND 2014-8, AND AMENDING CHAPTER 2, DIVISION 5 OF THE CODE OF ORDINANCES TO REMOVE THE AUDIT AND BUDGET ADVISORY BOARD OF THE CITY OF PORT ORANGE, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2014-30 on first reading was made by Vice Mayor Bastian, and Seconded by Councilman Burnette.

Councilman Ford wants to see the Board come back at some point in the future.

Councilman Burnette agreed and would like a tight mission statement.

Vice Mayor Bastian also agreed. He believes it can be of value in the future.

Mr. Noftall believes there are too many assurances without proper backup financial statements.

Motion carried unanimously by roll call vote.

RESOLUTIONS

29. Resolution No. 14-75 - Traffic Enforcement Agreement with Royal Palm PUD Residents' Association, Inc.

Mayor Green read Resolution No. 14-75.

RESOLUTION NO. 14-75

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROVING THE AMENDMENT AND RESTATEMENT OF THE TRAFFIC ENFORCEMENT AGREEMENT WITH THE ROYAL PALM PUD RESIDENTS' ASSOCIATION, INC.; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE TRAFFIC ENFORCEMENT AGREEMENT ON BEHALF OF THE CITY OF PORT ORANGE; PROVIDING FOR CONFLICTING RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Resolution No. 14-75 was made by Vice Mayor Bastian, and Seconded by Councilman Burnette.
Motion carried unanimously by roll call vote, after no public comments.

30. Resolution No. 14-76 - Adopting Parks & Recreation Fees for Senior Games

Mayor Green read Resolution No. 14-76.

RESOLUTION NO. 14-76

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, ESTABLISHING SENIOR GAME REGISTRATION FEES; RESTATING ALL PARKS AND RECREATION FEES; SUPERSEDING PRIOR RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Resolution No. 14-76
was made by Vice Mayor Bastian, and
Seconded by Councilman Burnette.
Motion carried unanimously by roll call
vote, after no public comments.

31. Resolution No. 14-77 - Authorizing an Historic Marker Application: Sands Fish
& Oyster Company

Mayor Green read Resolution No. 14-77.

RESOLUTION NO. 14-77

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORT ORANGE, VOLUSIA COUNTY, FLORIDA,
AUTHORIZING THE CITY MANAGER TO SUBMIT AN
APPLICATION TO NOMINATE "SANDS FISH & OYSTER
COMPANY" AS A FLORIDA HERITAGE LANDMARK TO
THE STATE OF FLORIDA HISTORICAL MARKERS
PROGRAM FOR THE COMPANY'S SIGNIFICANCE AND
CONTRIBUTION TO LOCAL COMMUNITY AND THE
OYSTER INDUSTRY THAT MADE PORT ORANGE THE
"OYSTER CAPITAL OF THE WORLD;" AUTHORIZING THE
MAYOR AND CITY CLERK TO EXECUTE AGREEMENTS
OR CONTRACTS; PROVIDING FOR A FUND
CONTRIBUTION; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Resolution No. 14-77
was made by Vice Mayor Bastian, and
Seconded by Councilman Burnette.

Councilman Burnette asked that the funding source be included in the documentation.

Councilman Stiltner is concerned with the placement of the markers. He asked if the full replacement costs are covered if vandalized or otherwise destroyed.

Kent Donahue, Public Information Officer/Grants Coordinator, said it will depend on the type of the vandalism but that same corner is the City's lift station which has not had any problems.

Motion carried unanimously by roll call
vote, after no public comments.

32. Resolution No. 14- 78 - Authorizing Submission of an Assistance to
Firefighters Grant Application.

Mayor Green read Resolution No. 14-78.

RESOLUTION NO. 14-78

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; AUTHORIZING THE CITY MANAGER TO SUBMIT AN APPLICATION FOR THE ASSISTANCE TO FIREFIGHTERS GRANT (AFG), FOR THE PURCHASE OF ENGINES, BUNKER GEAR AND SELF CONTAINED BREATHING APPARATUS (SCBA); AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AGREEMENTS AND CONTRACTS; PROVIDING FOR AN EFFECTIVE DATE.

Motion to adopt Resolution No. 14-78 was made by Vice Mayor Bastian, and Seconded by Councilman Burnette. Motion carried unanimously by roll call vote, after no public comments.

33. Resolution No. 14-80 - Accept 2014 Edward Byrne Memorial Justice Assistance Grant (JAG)

Mayor Green read Resolution No. 14-80.

RESOLUTION NO. 14-80

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; RATIFYING THE SUBMISSION OF THE APPLICATION FOR AND ACCEPTING THE GRANT FUNDING FROM THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT 2014 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG), FOR THE PURCHASE OF MOBILE AUTOMATED LICENSE PLATE RECOGNITION SYSTEMS; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AGREEMENTS AND CONTRACTS; PROVIDING FOR AN EFFECTIVE DATE.

Motion to adopt Resolution No. 14-80 was made by Vice Mayor Bastian, and Seconded by Councilman Burnette. Motion carried unanimously by roll call vote, after no public comments.

COMMENTS

34. City Attorney Comments

Mr. Jones had nothing further.

Mayor Green reminded Council to think about a place for the totem pole. He recommends the Senior Center on Ridgewood.

35. Interim City Manager Comments

Mr. Harden provided a list of streets and homes that were flooded last week. Staff is still looking into remedies. He continues to receive questions relating to the removal of the berm. He provided copies of the emails answering those questions.

ADJOURNMENT: 10:13 p.m.

Mayor Allen Green

Attest:

Robin Fenwick, CMC
City Clerk

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
DECEMBER 9, 2014

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

Pledge of Allegiance

Silent Invocation

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

SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

4. Recognition Awards

Jerry Monahan, Police Chief, and Wayne Miller, Assistant Police Chief, presented awards to employees and citizens.

5. Rose Bay Restoration Report - Quinn Zacharias

Quinn Zacharias is a senior at Deland High School who has been doing science fair research on Rose Bay for several years. He provided information and results on his research.

Paul Haydt, St. Johns River Water Management District, thanked Council for their years of dedication and support of the Rose Bay restoration.

Council thanked Mr. Zacharias for the presentation.

PUBLIC HEARING

6. First Reading - Ordinance No. 2014-31 - 2014 Comprehensive Plan
Capital Improvements Element (CIE) Annual Update
Case No. 14-27500001

Mayor Green read Ordinance No. 2014-31.

ORDINANCE NO. 2014- 31

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; PROVIDING FOR ADOPTION OF THE FY2015-2020 FIVE YEAR SCHEDULE OF CAPITAL IMPROVEMENTS AS SET FORTH IN THE COMPREHENSIVE PLAN, CAPITAL IMPROVEMENTS ELEMENT AND SUPPORTING DATA; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2014-31 on first reading was made by Vice Mayor Bastian, and Seconded by Councilman Burnette.

Ted Nofall, citizen, asked what the difference is between the CIE and the CIP. Penny Cruz, Planner, advised that the information provided in the CIE is copied from the adopted CIP previously approved but also includes maintenance items. Mr. Nofall asked what the relevance is in the numbers listed. Mayor Green said it's a projection of the costs. Ms. Cruz said all of the projects in the CIP are included in the table and then totaled up. She said State law requires Staff to show every change. Councilman Ford advised that this plan is completed every year and is a rolling document.

Motion carried unanimously by roll call vote.

7. First Reading - Ordinance No. 2014-32 - Comprehensive Plan Amendment (Small Scale) Urban High Density Residential (8-16 units/acre) to Commercial for 1040 Herbert St. Case No. 14-20000001

Mayor Green read Ordinance No. 2014-32.

ORDINANCE NO. 2014- 32

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN; AMENDING THE FUTURE LAND USE DESIGNATION FROM URBAN HIGH DENSITY RESIDENTIAL TO COMMERCIAL; PROVIDING FOR CONFLICTING ORDINANCES, SEVERABILITY, AND AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2014-32 on first reading was made by Vice Mayor Bastian, and Seconded by Councilman Burnette.

Tim Burman, Planner, advised of the details of the Circle K on the corner of Herbert and Nova. This is the framework to set up the changes being requested.

Motion carried unanimously by roll call vote after no public comments.

8. First Reading - Ordinance No. 2014-33 - Rezoning Multi-family High Density (R-3H) to Highway Commercial (HC) for property at 1040 Herbert St. Case No. 14-60000005

Mayor Green read Ordinance No. 2014-33.

ORDINANCE NO. 2014- 33

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, REZONING APPROXIMATELY 0.68 ACRES LOCATED AT 1040 HERBERT STREET FROM HIGH DENSITY MULTI-FAMILY RESIDENTIAL (R-3H) TO HIGHWAY COMMERCIAL (HC); AUTHORIZING REVISION OF OFFICIAL ZONING ATLAS; AND PROVIDING FOR CONFLICTING ORDINANCES, SEVERABILITY, AND AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2014-33 on first reading was made by Vice Mayor Bastian, and Seconded by Councilman Burnette. Motion carried unanimously by roll call vote after no public comments.

9. Waters Edge, Phase XII Subdivision Plat located north of Pioneer Trail, west of Waters Edge Phase VIII, east of Airport Road; Case No. 14-50000005

Motion to approve was made by Vice Mayor Bastian, and Seconded by Councilman Burnette.

Councilman Burnette asked why the changes are necessary. Mr. Burman advised that they are looking to be consistent with the other phases.

Motion carried unanimously by roll call vote after no public comments.

BOARD APPOINTMENTS, INTERVIEWS, REPORTS

10. Ratify Appointment to Fire Pension Board

Motion to ratify the appointment of Rhett Wilgers as the fifth member to the Fire Pension Board was made by Vice Mayor Bastian, and Seconded by Councilman Burnette.

Mr. Noftall expressed his concern with another union member to be the fifth member. David Harden, Interim City Manager, advised that the State set up the process for appointments.

Councilman Burnette agrees with Mr. Noftall. He would have preferred to see some background on the appointee.

Vice Mayor Bastian clarified that there are non-union members in the plan that receive the same benefits as union members.

Motion carried 3-2 by roll call vote, with Councilman Burnette and Mayor Green voting no.

CITIZEN PARTICIPATION (Non-Agenda – 15 minutes)

Mr. Noftall addressed Council relating to updates on the flood analysis. Mr. Harden advised that the Senior Accountant in the Finance Department has been directed to research the refund of the berm. He has reached out to a firm in Orlando regarding the review of the berm being helpful or not. He is also still working on finding an independent investigator on the approval of the berm. Mr. Noftall asked for the analysis of the golf course fund accounts. Mr. Harden said it is being worked on but he doesn't know the timeline on it. He expects it to be provided before a vote on the renovations. Mr. Noftall also asked about the expiration of the Halifax Paving contract. Ms. Roberts advised that the work is to be completed by December 31, 2014.

Jon Cheney, citizen, addressed Council regarding his concerns with the lawn maintenance being performed in the City. He provided pictures of areas not being taken care of properly. Councilman Ford asked for a report from Public Works. Mr. Harden said okay.

11. Pumpkin Festival – Scott Chesley

Scott Chesley, Great Pumpkin Fest, addressed Council regarding the delay in receiving a contract from the City. He provided Council with a proposed contract for their review. Mayor Green asked how much is being requested to be waived.

Councilman Ford needs more time to review the contract. He supports community events. He wants to see the item on the regular agenda soon.

Councilman Burnette wants more events like this at City Center but there is a cost for them and he is not able to vote on the contract tonight. He is concerned with setting precedence. He believes there are things that can be done to mitigate the fees being charged.

Vice Mayor Bastian doesn't want to push him away. He wants to see the event proceed with a fee waiver.

Councilman Stiltner agreed with the concept of the event and wants to see it happen at City Center. He agreed with the City Attorney's suggestion to establish an event funding mechanism. He also agreed with waiting to vote on the contract until they can do due diligence. He wants to see an element of giving back to the community.

Mr. Chesley advised Council that he believes the costs are too expensive.

Margaret Roberts will provide a contract on January 6, 2015.

COUNCIL COMMENTS

12. Comments/Concerns from Council Members

Councilman Ford addressed the flooding issues. There is a log of the addresses affected and a workshop will be forthcoming. Options are being reviewed. The workshop will be on January 27, 2015.

Councilman Burnette asked when the Council's goal setting discussion is set. Mr. Harden said January 6, 2015. Councilman Burnette said the walk lights along Dunlawton Avenue are not working.

Vice Mayor Bastian asked that the entrance to Fire Station 73 be maintained.

Councilman Stiltner thanked Susan Lovallo, Parks and Recreation Director, and her Staff for their work with the Christmas events over the weekend. He thanked Brandon Galbreath, Aunt Catfish, for their service to the community.

Mayor Green asked Council to think about doing a reader board across Dunlawton Avenue.

REGULAR AGENDA

13. Presentation of Riverwalk Park Plans

Wayne Clark, Community Development Director, advised Council that Staff is looking for consensus and director to move forward with the Riverwalk Park.

Shailesh Patel, Dredging and Marine Consultants, provided details of the Riverwalk Park design, as well as the price at this time. The current schedule includes completing the design by the end of December and construction commencement in Spring 2015 for Phase 1A as described in the powerpoint presentation presented. Phase 1B design and permitting will be complete in March 2015 with grant awards to come in Summer and Fall 2015.

Councilman Ford asked how much funding is available. Mr. Clark said there is \$3.1 million from the bond refinancing plus \$200,000 in an approved grant. The expectation is to obtain more grants for a total of \$4.1 million. Councilman Ford believes the park features will be based on the success of the grants. He asked if a stage would be included in the design. Mr. Patel said there is space for a stage area. Ms. Lovallo said the events all set up differently and they didn't want to block the view of the water. A portable stage provides for more flexibility and less maintenance. Councilman Ford doesn't support a Splash Pad. He believes they are difficult to maintain and are a liability. Mayor Green agreed.

Councilman Burnette believes the Splash Pad will be determined by funding. It was a popular item at the citizen workshop. He liked the iconic feature. He asked about a volleyball court that was discussed at the workshop. Mr. Patel said that is being discussion for another phase but didn't work well for this phase.

Vice Mayor Bastian asked if a volleyball court could be added since it was a popular request. He supports leaving the Splash Pad because of its popularity. He asked about recyclable products for the boardwalk. Mr. Patel said they are planning to use it for the railings but it is costly to use on all of it.

Councilman Stiltner agreed with the concerns of the water feature. He wants to make sure things will last and work properly. He would like to see volleyball courts as well. He thinks they will be very popular. He asked if the wavebreak needs to be the full length of the area. Mr. Patel said yes, the erosion is already occurring. He asked for consideration of security cameras in the park.

Mayor Green asked if the historical building is removed. Mr. Patel said yes. Mayor Green is against the Splash Park because of the maintenance and risk.

Mr. Clark confirmed the Council consensus of the following:

- Staff will ensure there are recycled materials on the contact points on the boardwalk.
- Staff will add at least one volleyball court.
- Keep the Splash Pad or not? (Consensus: 3-2 with Mayor Green and Councilman Ford voting no.) Council wants to ensure the water features work. Mr. Harden said the water has to be treated just like a pool. Mr. Patel said the Health Department must inspect as well.
- Staff will research the use of security cameras in the area.

Mayor Green asked Mr. Patel to include alternate options and to include the basic elements needed to add those alternate options if funds become available at a later date.

Mark Schaefer asked for an estimate of the annual costs and maintenance for the park. Mayor Green said he'd like to see the costs by component.

14. Services Agreement with Port Orange/South Daytona Chamber

Ray Donadio, President of the Chamber of Commerce, addressed Council regarding the agreement. He advised that the agreement includes a 4% increase. The terms are explained in the agreement.

Motion to approve the agreement was made by Vice Mayor Bastian, and Seconded by Councilman Burnette.

Councilman Stiltner asked how the 27 items are determined. Mr. Donadio said the City and Chamber of Commerce agreed to those components 20 +/- years ago. Councilman Stiltner wants to make sure the components relate to current events. Mr. Harden advised that Staff has not had any input in this area as of yet. Councilman Stiltner asked about the payment arrangements. Mr. Donadio advised that the quarterly reports are provided by Debbie Connors but the invoicing has been done annually. He advised that Council will not see specific, measureable information relating to the accomplishments.

Vice Mayor Bastian said the written quarterly report provided tonight does not include any financial information. Mr. Donadio said the Chamber doesn't serve individual clients but the Chamber members as a whole. He advised that an allocation schedule can be provided. Vice Mayor Bastian asked if the agreement with South Daytona is the same. Mr. Donadio said their fee is less because the Chamber does less for them. South Daytona's population is much lower than Port Orange's. Vice Mayor Bastian asked several questions regarding past practice on reporting their results based on the contract list. Mr. Donadio could not answer as to the past practice but said new procedures can be implemented. Quantifying results with this type of contract is difficult.

Councilman Ford doesn't believe the agreement reflects the actual relationship with the Chamber. He would like the Contract reviewed and updated. He suggested tabling the item and directing the City Manager to re-write the components to be more measurable and reflect current issues. Councilman Ford would like to know who is in charge of this contract with the City. Mayor Green agreed.

Motion to table was made by
Councilman Ford, and Seconded by
Councilman Burnette.

Mr. Schaefer would like to see no involvement in politics in the agreement.

Mr. Nofall doesn't agree that the components are not quantifiable. He believes the relationship with Chamber is too cozy. He believes the meetings of the Chamber need to become open to the public.

Mr. Cheney expressed concerns with not having a contract for the past few years.

Newton White, citizen, would like to see the leasing arrangements be included in the agreement. Mr. Donadio advised that there is a lease agreement and those terms do not belong in this agreement.

Councilman Burnette asked what Council is wanting from the City Manager relating to tabling. Mr. Harden said he will assist with re-focusing the components.

Shawn Goepfert, citizen and Chamber member, is embarrassed by the leadership of this City. He believes tabling this item is a political move. He asked Council to vote on the contract so the Chamber can move forward on planning their year.

Motion carried unanimously by roll call
vote.

CONSENT AGENDA

15. Approval of Minutes
 - a) November 19, 2014 – Special City Council Meeting
16. Purchase of Fleet Vehicles and Equipment for FY 2015
17. Biketoberfest After Action Report
18. Staff Reports – Building Activity Report and Monthly Development Activity Report for October, 2014
19. 2014 Annual Concurrency Management Report
20. Piggyback State Contract for Purchase of Cisco Networking Equipment
21. Purchase of Employee Health and Dental Insurances
22. C.O. #2 to Hazen Construction for Water Service Line Replacements

Motion to approve Consent Agenda Items No. 15-22 was made by Vice Mayor Bastian, and Seconded by Councilman Burnette. Motion carried unanimously by voice vote.

RESOLUTIONS

23. Resolution No. 14-79 – Creating a City Manager Selection Citizen Advisory Committee

Mayor Green read Resolution No. 14-79.

RESOLUTION NO. 14-79

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, ESTABLISHING A CITIZEN ADVISORY COMMITTEE; PROVIDING FOR PURPOSE, DUTIES AND FUNCTIONS, PROVIDING FOR APPOINTMENTS; PROVIDING FOR ORGANIZATION AND RULES OF PROCEDURE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Resolution No. 14-79 was made by Vice Mayor Bastian, and Seconded by Councilman Burnette.

Councilman Stiltner asked for an updated list of the applicants. Robin Fenwick, City Clerk, will provide the list to Council.

Councilman Ford would like to be able to nominate any resident whether they are on the list or not. They would be required to fill out an application after their appointment if they had not already done so.

Motion carried unanimously by roll call vote after no public comments.

24. Resolution No. 14-81 - Appropriating LAP Funds for S. Spruce Creek Road Shared-Use Path

Mayor Green read Resolution No. 14-81.

RESOLUTION NO. 14-81

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROPRIATING OPERATING AND

CAPITAL FUNDS FOR THE CONSTRUCTION OF A SHARED-USE PATH FROM CENTRAL PARK BOULEVARD NORTH TO TAYLOR ROAD; SETTING FORTH REVENUES AND EXPENDITURES; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Resolution No. 14-81 was made by Vice Mayor Bastian, and Seconded by Councilman Burnette. Motion carried unanimously by roll call vote after no public comments.

25. Resolution No. 14-82- Water, Wastewater and Reclaimed Water Rate

Mayor Green read Resolution No. 14-82.

RESOLUTION NO. 14-82

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, ESTABLISHING THE PURPOSE FOR REVISED UTILITY SERVICE FEES, RATES AND CHARGES; ESTABLISHING SCHEDULE OF MONTHLY WATER CHARGES; ESTABLISHING SCHEDULE OF MONTHLY SEWER CHARGES; ESTABLISHING CHARGES AND RATES FOR RECLAIMED WATER SYSTEM; SUPERSEDING PRIOR RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

Margaret Roberts, City Attorney, provided a change on page 7, Section 8, letter D has been deleted per State law. Their suggestion is to raise the rates on the sewer charges.

Motion to adopt Resolution No. 14-82 as amended was made by Vice Mayor Bastian, and Seconded by Councilman Burnette.

Tracey Riehm, Interim Finance Director, introduced Henry Thomas, Public Resources Management Group, Inc. Mr. Thomas discussed the rate study objectives and their proposed annual increases. He said the restructuring of the water rates will not provide any more revenue but some customer's bills will increase and some will go down. They propose a 5.9% rate increase on the sewer side of the bills.

Bryan Mantz, Public Resources Management Group, Inc., discussed the 3% overall revenue increase being proposed, as well as simplifying the rate structure.

Councilman Ford asked why commercial customers pay a higher rate than residential customers. Mr. Thomas explained that the St. Johns Water Management District wants to give incentives for water conservation through the pricing structure and they look for

a tiered structure. Councilman Ford asked about the availability concept. Mr. Thomas said approximately 80% of the costs are fixed. The industry standard is to have an availability fee.

Mayor Green asked what the code is for requiring larger meters for commercial properties. Mr. Harden said there is a plumbing code but he's not sure of the code.

Councilman Ford asked for their recommendation regarding reclaimed water meters and the fees. He asked if it should be a fixed charge rather than a rate. Mr. Thomas said reclaimed water is a commodity that most communities wish they had metered. Reclaimed water costs more than potable water because of the treatment needed. He suggested Council consider the irrigation as a service provided and be careful with the fairness to those who don't have reclaimed water meters.

Councilman Burnette asked if there was an analysis on the financial system. Mr. Thomas said yes, there is a fairly strong reserve fund but it won't last long without raising rates to fund improvements. Councilman Burnette asked if minimum charges were changed for vacant homes. Mr. Thomas said they are not recommending any changes because the fixed costs are 80% and are still there even though the owner of the property isn't at the home.

Vice Mayor Bastian understood the presentation and the need for an increase. Mr. Thomas said the proposal should help set up for small increases every year rather than larger increases every 3-4 years.

Councilman Stiltner asked how much of the Daytona Beach Shores withdrawing from the City's system would affect the rates. Mr. Thomas said it would be approximately 10% increase on other users.

Mayor Green asked if the energy charge is equitable. Mr. Thomas said it may be equitable but it isn't necessary and it complicates the rates. It has to be administered regularly. Port Orange is the only utility he is aware of that charges an energy charge. Mayor Green said Daytona is already being penalized for their discharge into the river and will have difficulty taking on Daytona Beach Shores' customers.

Mr. Nofall asked if the presentation assumes continued metering. Mayor Green said yes. Mr. Nofall asked how typical it is to have larger rates for larger meters. Mr. Thomas said it is universal in Florida and most of the country. Mr. Nofall wants Council to consider doing away with the reclaimed system. Mayor Green said there is an environmental aspect to consider.

Mr. Cheney doesn't believe reclaimed rates should be raised since the City is trying to get rid of it.

Motion to table for further discussion
was made by Councilman Ford, and

Seconded by Councilman Burnette.
Motion to table carried unanimously by
roll call vote.

COMMENTS

26. City Attorney Comments

There was nothing further from Ms. Roberts.

27. Interim City Manager Comments

Mr. Harden asked Council if they agree to renew the lease with Ron DeSantis, Congressman. The rent is \$100 per month. Council agreed.

Mr. Harden was contacted by the operator of a "Flow Mobile" which issues driver's licenses, ID Cards, and other similar services. They would like to come to Port Orange. Council agreed. Councilman Ford suggested having them at the Thursday market.

Mr. Harden advised Council that the good rule of thumb is to set aside 2.5% of the \$256 million of investment in the utility infrastructure, which means \$6.2 million being set aside every year. It may not be spent every year but is there when the need arises.

ADJOURNMENT: 10:33 p.m.

Mayor Allen Green

Attest:

Robin Fenwick, CMC
City Clerk

SPECIAL CITY COUNCIL MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
DECEMBER 16, 2014

THE SPECIAL CITY COUNCIL MEETING of the City of Port Orange was called to order by Mayor Allen Green at 5:30 p.m.

Pledge of Allegiance

Silent Invocation

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

DISCUSSIONS/ACTIONS

4. Executive Management Search Firm Interviews & Ranking

Donna Steinebach, Administrative Services Director, advised that the firms will be allowed 20 minutes to present to Council.

a. Mercer Group

5:33 p.m. – W. D. Higginbotham, Jr., Sr. Vice President, provided details of his proposal and the services he can provide to Council. The total cost is \$14,750.

Mayor Green and Council Members asked questions of Mr. Higginbotham.

b. S. Renee Narloch & Associates

5:59 p.m. - S. Renee Narloch, President, provided details of her proposal and the services she can provide to Council. The total cost is not to exceed \$24,000.

Mayor Green and Council Members asked questions of Ms. Narloch.

c. Slavin Management

6:33 p.m. - Robert Slavin, President, provided details of his proposal and the services he can provide to Council. The total cost is not to exceed \$22,769.50.

Mayor Green and Council Members asked questions of Mr. Slavin.

d. Colin Baenziger & Associates

7:01 p.m. - Colin Baenziger, Principle/Owner, provided details of his proposal and the services he can provide to Council. The total cost is \$23,000.

Mayor Green and Council Members asked questions of Mr. Baenziger.

Mayor Green asked for public comments.

Ted Nofall, citizen, asked Council to consider slowing down the process of hiring a new City Manager. He doesn't support an ICMA Manager. He encouraged Council to look heavily on public sector candidates.

Councilman Stiltner asked for Mr. Harden's thoughts. Mr. Harden believes Colin & Slavin do a more thorough investigation of the candidates. He likes that Slavin goes to the communities of the candidates. He has found that to be valuable.

Ms. Steinebach suggested having Mr. Harden approve the contract since the total fees are under \$25,000. Margaret Roberts, City Attorney, advised Council to wait and place the item on a future agenda.

Council's ranking was announced by Robin Fenwick, City Clerk, as follows (low score being best):

Mercer Group	=	6
Colin Baenziger & Associates	=	7
Slavin Management	=	12
Narloch & Associates	=	15

ADJOURNMENT: 7:43 p.m.

Mayor Allen Green

Attest:

Robin Fenwick, City Clerk

NOV-14 Project Manager Summary Report (Run on 12/5/14)							
Sorted and Totaled by Manager							
Proj #	Proj Description	PTD Budget	PTD Total	YTD Budget	YTD Total	EN	YTD Balance
		(Total Project to Date Budget)	(Total Project Actuals thru 11/30/14 excluding EN's)	(FY15 Budget)	(FY15 Actuals excluding EN's)	(FY15 Encumbrances)	(FY15 Available Balance)
Community Development							
AIO004	CD RIVERWALK PROJECT	8,471,152.00	4,963,469.50	3,369,809.00	0.00	184,254.50	3,185,554.50
AIO016	CD Dunlawton Walk Light	82,440.00	0.00	82,440.00	0.00	0.00	82,440.00
AIO022	CD Dunlawton Medians Ph I	500,000.00	5,550.00	494,450.00	0.00	12,950.00	481,500.00
DIP057	CD Ridgewd CorrDrn&PubSpc	0.00	0.00	0.00	0.00	0.00	0.00
IMI008	CD TrafCtrlImpr SunsetCv	20,880.00	10,880.00	10,000.00	0.00	0.00	10,000.00
ZMI046	CD LED TRAFFIC LIGHT REPL	11,000.00	0.00	11,000.00	0.00	0.00	11,000.00
Community Development Total:		9,085,472.00	4,979,899.50	3,967,699.00	0.00	197,204.50	3,770,494.50
City Management							
AIO013	CM CITY HALL 2ND FL RENO	120,001.00	73,899.05	59,156.00	13,054.65	34,282.95	11,818.40
AIO014	CM OLD PD RENOVATIONS	400,000.00	0.00	400,000.00	0.00	0.00	400,000.00
AIO017	CM CITY ENTRANCE SIGN DEV	75,000.00	0.00	75,000.00	0.00	0.00	75,000.00
AIO021	CM YOUTH ADVISORY BOARD	284.00	0.00	284.00	0.00	0.00	284.00
AIO023	CM City Manager Search	50,001.00	950.26	49,050.00	0.00	0.00	49,050.00
AIO024	CM CHGC Renovations	750,000.00	0.00	750,000.00	0.00	17,500.00	732,500.00
AIO025	CM CHGC Clubhouse Renovtn	500,000.00	0.00	500,000.00	0.00	0.00	500,000.00
CDBG02	CM CDBG SAFE RT SCH I&II	523,980.00	479,099.04	0.00	0.00	0.00	0.00
CDBG04	CM CDBG ACQUIRE PROPERTY	230,705.00	208,133.50	22,571.00	0.00	0.00	22,571.00
CDBG05	CM CDBG DEMO PROPERTY	15,000.00	0.00	15,000.00	0.00	0.00	15,000.00
CDBG06	CM CDBG ROAD REPAIR	198,404.00	0.00	198,404.00	0.00	0.00	198,404.00
ZCV002	CM HISTORIC TREE MITIGATN	141,844.00	25,406.15	25,014.00	0.00	0.00	25,014.00
ZMI003	CM CITY TELEVISION STA	385,388.00	173,133.40	49,728.00	0.00	2,597.20	47,130.80
ZMI043	CM LEEPER PRESERVE EFFORT	19,545.00	13,051.37	6,492.00	0.00	0.00	6,492.00
City Management Total:		3,410,152.00	973,672.77	2,150,699.00	13,054.65	54,380.15	2,083,264.20

NOV-14 Project Manager Summary Report (Run on 12/5/14)							
Sorted and Totaled by Manager							
Proj #	Proj Description	PTD Budget (Total Project to Date Budget)	PTD Total (Total Project Actuals thru 11/30/14 excluding EN's)	YTD Budget (FY15 Budget)	YTD Total (FY15 Actuals excluding EN's)	EN (FY15 Encumbrances)	YTD Balance (FY15 Available Balance)
Fire							
FIR001	F EMS TRAINING PROGRAMS	19,442.00	12,786.69	7,320.00	667.15	0.00	6,652.85
FIR002	F SHARPS PROGRAM	3,812.00	1,897.00	1,970.00	55.00	0.00	1,915.00
FIR004	F ERV VEHICLE REPLACEMENT	21,624.00	19,128.03	2,495.00	0.00	0.00	2,495.00
FIR005	F THERMAL IMAGING CAMERAS	28,490.00	28,135.00	354.00	0.00	0.00	354.00
FIR007	F RADIO REPLC P-25 COMPLY	62,554.00	26,377.14	36,176.00	0.00	0.00	36,176.00
FIR008	F FIRE STATION 74 AC	126,043.00	123,276.34	11,155.00	0.00	0.00	11,155.00
FIR010	F FIRE STATION 73 HVAC	35,000.00	9,395.00	25,605.00	0.00	0.00	25,605.00
FIR011	F FIRE BUNKER GEAR	50,002.00	32,916.65	17,084.00	0.00	16,045.35	1,038.65
	Fire Total:	346,967.00	253,911.85	102,159.00	722.15	16,045.35	85,391.50
Finance							
ZMI047	FN INTERACTIVE VOICE RECO	95,900.00	0.00	95,900.00	0.00	0.00	95,900.00
ZMI053	FN CS Scanner / Printers	15,000.00	0.00	15,000.00	0.00	0.00	15,000.00
	Finance Total:	110,900.00	0.00	110,900.00	0.00	0.00	110,900.00
Human Resources							
AIO019	HR COMPENSATION STUDY	25,000.00	8,900.00	16,100.00	0.00	8,900.00	7,200.00
	Human Resources Total:	25,000.00	8,900.00	16,100.00	0.00	8,900.00	7,200.00

NOV-14 Project Manager Summary Report (Run on 12/5/14)							
Sorted and Totaled by Manager							
Proj #	Proj Description	PTD Budget	PTD Total	YTD Budget	YTD Total	EN	YTD Balance
		(Total Project to Date Budget)	(Total Project Actuals thru 11/30/14 excluding EN's)	(FY15 Budget)	(FY15 Actuals excluding EN's)	(FY15 Encumbrances)	(FY15 Available Balance)
Information Technology							
ZMI013	IP LARGE FORMAT PRINTERS	14,997.00	8,997.00	6,000.00	0.00	0.00	6,000.00
ZMI015	IP MUNICIPAL NETWORK	241,517.00	187,553.42	77,963.00	0.00	0.00	77,963.00
ZMI016	IP COMPUTER HARDWARE	255,899.00	178,010.09	72,260.00	0.00	0.00	72,260.00
ZMI018	IP E-GOVT BASED SERVICES	10,000.00	0.00	10,000.00	0.00	0.00	10,000.00
ZMI029	IP FIBER OPTIC PROJ PH 2	8,822.00	3,615.00	5,206.00	0.00	0.00	5,206.00
ZMI032	IT POLICE LAPTOP REPLACE	140,153.00	110,474.48	35,304.00	14,935.48	0.00	20,368.52
ZMI036	IT PCI COMPLIANCE PROJECT	49,854.00	36,816.70	8,213.00	0.00	0.00	8,213.00
ZMI037	IT Doc Collbrtn EOC Softw	48,000.00	0.00	48,000.00	0.00	0.00	48,000.00
ZMI038	IT TECH PLAN/Risk Assmnt	91,000.00	27,000.00	64,000.00	0.00	0.00	64,000.00
ZMI040	IT VIDEO SECURITY SYSTEM	166,139.00	138,109.00	28,030.00	0.00	0.00	28,030.00
ZMI042	IP HTE SOFTWARE UPGRADES	93,315.00	88,074.21	5,240.00	0.00	0.00	5,240.00
ZMI045	IT HTE UTILITIES IMAGING	20,040.00	13,840.75	6,198.00	0.00	0.00	6,198.00
ZMI048	IT AD-HOC RPT WRITING TCH	0.00	0.00	0.00	0.00	0.00	0.00
ZMI049	IT BARCODE HARDW/SORFTWR	10,000.00	0.00	10,000.00	0.00	0.00	10,000.00
ZMI050	IT NETWRK CORE SWITCH UPD	95,000.00	0.00	95,000.00	0.00	0.00	95,000.00
ZMI051	IT PD Impound Surveillanc	30,000.00	0.00	30,000.00	0.00	0.00	30,000.00
ZMI052	IT Council Chambers A/V	33,000.00	0.00	33,000.00	0.00	0.00	33,000.00
ZMI054	IT EnterpriseFinancialSys	1,000,000.00	0.00	1,000,000.00	0.00	0.00	1,000,000.00
ZMI055	IT Fiber OpticNetwrk Expn	50,000.00	0.00	50,000.00	0.00	0.00	50,000.00
	Information Technology Total:	2,357,736.00	792,490.65	1,584,414.00	14,935.48	0.00	1,569,478.52
Law Enforcement							
AIO020	LE PET SMART GRANT	18,000.00	12,400.99	5,599.00	0.00	0.00	5,599.00
CNE009	LE PUB SAFETY TRAIN FACIL	1,100,000.00	4,050.00	1,095,950.00	0.00	31,050.00	1,064,900.00
	Law Enforcement Total:	1,118,000.00	16,450.99	1,101,549.00	0.00	31,050.00	1,070,499.00

NOV-14 Project Manager Summary Report (Run on 12/5/14)							
Sorted and Totaled by Manager							
Proj #	Proj Description	PTD Budget	PTD Total	YTD Budget	YTD Total	EN	YTD Balance
		(Total Project to Date Budget)	(Total Project Actuals thru 11/30/14 excluding EN's)	(FY15 Budget)	(FY15 Actuals excluding EN's)	(FY15 Encumbrances)	(FY15 Available Balance)
Public Works							
BNE001	P MISC BIKE PATHS	949,917.00	894,625.61	36,190.00	0.00	0.00	36,190.00
DIP001	P MISC DRAINAGE PROJECTS	795,600.00	495,400.40	21,781.00	15,312.00	0.00	6,469.00
DIP021	P B23 CANAL GRANT PHASE 1	1,916,687.00	1,736,910.45	9,485.00	0.00	630.00	8,855.00
DIP033	P MISC RELINE DRAIN PIPES	2,460,639.00	2,283,288.33	234,566.00	0.00	24,364.00	210,202.00
DIP044	P STORM SEWER RECONSTRUC	13,387.00	0.00	13,387.00	0.00	0.00	13,387.00
DIP048	P DUNLAWTON DRAINAGE IMPV	3,815,992.00	3,657,805.95	158,181.00	0.00	0.00	158,181.00
DIP053	P CAMBRIDGE STABILIZATION	1,550,001.00	1,475,928.16	74,072.00	0.00	18,419.26	55,652.74
DIP054	P WOODS STORMWTR PUMP SYS	21,000.00	0.00	21,000.00	0.00	0.00	21,000.00
DIP055	P Stormwater Master Plan	225,000.00	0.00	225,000.00	0.00	0.00	225,000.00
DIP056	P Cambridge Stablztn PhII	647,500.00	0.00	647,500.00	0.00	0.00	647,500.00
IMI001	P SIGNAGE	458,330.00	386,093.51	63,405.00	0.00	0.00	63,405.00
IMI002	P STREET STRIPING	1,477,966.00	1,378,186.92	107,182.00	14,532.92	0.00	92,649.08
IMI003	P EMG TRAFFIC CONTROL SYS	51,349.00	0.00	58,649.00	0.00	0.00	58,649.00
IMI006	P GUARDRAIL REPAIRS	50,397.00	15,397.00	35,000.00	0.00	0.00	35,000.00
OBM001	P CITY HALL EXTERIOR	60,900.00	46,550.00	14,350.00	0.00	0.00	14,350.00
OBM002	P PUBLIC WORKS BLD MAINT	1,500.00	0.00	1,500.00	0.00	0.00	1,500.00
OBM004	P CUS SVC STAGE ADA COMP	25,000.00	21,920.00	3,080.00	0.00	0.00	3,080.00
OMI001	P OAK ST RR CROSSING	135,095.00	88,077.74	51,701.00	1,701.00	0.00	50,000.00
OMI002	P CHARLES ST RR CROSSING	202,801.00	146,936.95	51,701.00	1,701.00	0.00	50,000.00
OMI003	P HERBERT ST RR CROSSING	5,910.00	3,250.00	0.00	0.00	0.00	0.00
OMI007	P SIDEWALK MAINTENANCE	1,271,086.00	1,043,085.05	195,509.00	0.00	114,080.50	81,428.50
OMI008	P HERBERT ST SIDEWALKS	542,088.00	409,382.93	760.00	0.00	0.00	760.00
OMI014	P SP CREEK RD - SO TRAIL	86,995.00	33,142.17	53,852.00	0.00	283.45	53,568.55
OMI015	P CLYDE MORRIS SIDEWALK	40,832.00	0.00	40,832.00	0.00	0.00	40,832.00
OMI016	P HERBERT SHOULDER/SWALK	4,022.00	1,336.04	2,685.00	0.00	0.00	2,685.00
OMI017	P SP CREEK SIDEWALK	8,049.00	44.26	8,004.00	0.00	0.00	8,004.00
OMI018	P VICTORIA GRD SIDEWALK	6,872.00	35.52	6,836.00	0.00	0.00	6,836.00
OMI019	P MCDONALD RD SIDEWALK	8,252.00	108.87	8,143.00	0.00	0.00	8,143.00
OMI020	P FUELING SYSTEM	280,665.00	284,751.57	10,924.00	0.00	0.00	10,924.00
OMI022	P HERBERT SIDEWALK EAST	9,125.00	0.00	9,125.00	0.00	0.00	9,125.00

NOV-14 Project Manager Summary Report (Run on 12/5/14)							
Sorted and Totaled by Manager							
Proj #	Proj Description	PTD Budget	PTD Total	YTD Budget	YTD Total	EN	YTD Balance
		(Total Project to Date Budget)	(Total Project Actuals thru 11/30/14 excluding EN's)	(FY15 Budget)	(FY15 Actuals excluding EN's)	(FY15 Encumbrances)	(FY15 Available Balance)
OMI023	P WILLOW RUN SIDEWALK SO	7,994.00	0.00	7,994.00	0.00	0.00	7,994.00
OMI024	P MISC NEW SIDEWALKS	4,057.00	2,504.25	1,552.00	0.00	0.00	1,552.00
OMI025	P SOUTHWINDS SIDEWALKS	69,550.00	17,650.00	51,900.00	0.00	1,900.00	50,000.00
PNC007	P YORKTOWNE MDL SEGMENT	2,015,300.00	290,299.93	1,725,000.00	0.00	0.00	1,725,000.00
PNC008	P DUNLAWTON/TAYLOR/YORKTO	213,495.00	0.00	213,495.00	0.00	0.00	213,495.00
PNC011	P YORKTOWNE SO SEGMENT	2,536,117.00	2,404,430.80	131,686.00	0.00	0.00	131,686.00
PNC014	P HERBERT ST RGT TURN LN	55,906.00	20,429.00	49,379.00	13,902.50	11,114.60	24,361.90
POL021	P TOWN WEST/WILLIAMSON	786,396.00	89,953.18	709,437.00	12,914.00	25,275.86	671,247.14
POL037	P PAVE FACILITIES PK LOTS	0.00	0.00	0.00	0.00	0.00	0.00
POL038	P FY14 PAVING PROGRAM	998,556.00	920,133.16	78,422.00	0.00	26,780.77	51,641.23
POL039	P FY15 Paving Program	545,000.00	0.00	545,000.00	0.00	0.00	545,000.00
XFG009	P US DEPT ENERGY(GRANT)	715,024.00	715,022.16	0.00	0.00	0.00	0.00
	Public Works Total:	25,070,352.00	18,862,679.91	5,678,265.00	60,063.42	222,848.44	5,395,353.14

NOV-14 Project Manager Summary Report (Run on 12/5/14)							
Sorted and Totaled by Manager							
Proj #	Proj Description	PTD Budget	PTD Total	YTD Budget	YTD Total	EN	YTD Balance
		(Total Project to Date Budget)	(Total Project Actuals thru 11/30/14 excluding EN's)	(FY15 Budget)	(FY15 Actuals excluding EN's)	(FY15 Encumbrances)	(FY15 Available Balance)
<u>Parks and Recreation</u>							
QPC020	R YMCA REPAIRS	369,299.00	372,435.83	6,200.00	0.00	0.00	6,200.00
QPC036	R RUSSELL LAUNCH PHASE II	156,718.00	156,718.00	0.00	0.00	0.00	0.00
QPC041	R SKATE PARK RENOVATIONS	176,106.00	176,105.55	0.00	0.00	0.00	0.00
QPC044	R ALL CHILDRENS PHASE II	276,854.00	276,854.00	0.00	0.00	0.00	0.00
QPC045	R SCOREBOARD REPLACEMENT	76,973.00	55,960.00	21,013.00	0.00	0.00	21,013.00
QPC046	R VETERANS PK BRICK PRG	4,361.00	1,400.14	3,546.00	585.79	2,300.00	660.21
QPC050	R SP CRK BASEBALL FLD UPG	494,103.00	489,517.05	4,585.00	0.00	0.00	4,585.00
QPC051	R Roof Rplc WiltshireBldg	0.00	0.00	0.00	0.00	0.00	0.00
QPC052	R SOCCER FIELD RE-LEVEL	99,450.00	8,540.00	90,910.00	0.00	5,320.00	85,590.00
QPC054	R PARKS FURNISHINGS	26,500.00	22,568.76	3,931.00	0.00	0.00	3,931.00
QPC055	R Coraci Athl Compl PHIII	154,598.00	153,505.50	1,092.00	0.00	1,092.00	0.00
QPC056	R YMCA Pool Deck Replace	315,794.00	315,193.49	17,768.00	17,168.00	600.00	0.00
QPC057	R GET FIT CHALLENGE	7,199.00	7,195.27	0.00	0.00	0.00	0.00
QPC058	R YMCA RENOVATIONS PH II	248,000.00	235,889.52	248,000.00	235,889.52	0.00	12,110.48
QPC059	R ParksFoundationCreation	3,201.00	0.00	3,201.00	0.00	0.00	3,201.00
QPC060	R YMCA Reno Phase III	158,500.00	0.00	158,500.00	0.00	0.00	158,500.00
QPC061	R Coraci Athl Compl PHIV	600,000.00	0.00	600,000.00	0.00	0.00	600,000.00
QPC062	R Causeway Dock Refurbish	39,000.00	0.00	39,000.00	0.00	0.00	39,000.00
QPC063	R SP CRK Bsktball ct reno	24,000.00	0.00	24,000.00	0.00	0.00	24,000.00
QPC064	R Lakeside Center Carpet	7,000.00	0.00	7,000.00	0.00	6,786.10	213.90
XSG007	R GAMBLE LAUNCH VOPO-0360	359,935.00	214,931.34	50,000.00	0.00	0.00	50,000.00
	Parks and Recreation Total:	3,597,591.00	2,486,814.45	1,278,746.00	253,643.31	16,098.10	1,009,004.59
<u>Comm. Redevelopment</u>							
TIF002	T TWN CTR MEDIAN IMPRV	419,222.00	203,990.58	217,897.00	2,666.66	61,747.20	153,483.14
TIF004	T EASTPORT ENTRY SIGNAGE	85,000.00	33,846.00	51,154.00	0.00	0.00	51,154.00
	Comm. Redevelopment Total:	504,222.00	237,836.58	269,051.00	2,666.66	61,747.20	204,637.14

NOV-14 Project Manager Summary Report (Run on 12/5/14)							
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		(Total Project to Date Budget)	(Total Project Actuals thru 11/30/14 excluding EN's)	(FY15 Budget)	(FY15 Actuals excluding EN's)	(FY15 Encumbrances)	(FY15 Available Balance)
Public Utilities							
EFM001	U Forestry Management	1,591,448.00	1,223,551.71	277,107.00	5,375.00	71,706.25	200,025.75
MBO004	U Local Limit Development	30,000.00	0.00	30,000.00	0.00	0.00	30,000.00
MCV001	U Water Conservation	344,180.00	282,783.00	0.00	0.00	0.00	0.00
MLD001	U Right-of-Way Acquistn	10,600.00	3,900.00	0.00	0.00	0.00	0.00
MLD002	U Misc Land Purchases	847,100.00	842,534.87	0.00	0.00	0.00	0.00
MME001	U Machinery & Equipment	608,798.00	506,526.36	112,060.00	32,060.00	0.00	80,000.00
MME003	U Telemetry I & C	1,064,506.00	942,674.21	72,841.00	9,010.00	0.00	63,831.00
MMM101	U LARGE METER REPLACEMENT	699,893.00	602,520.27	94,871.00	2,700.00	86,470.00	5,701.00
MMP001	U Utility Mapping	911,633.00	809,956.71	31,639.00	0.00	26,199.78	5,439.22
MPL001	U Utilities Master Plan	256,453.00	224,537.16	0.00	0.00	0.00	0.00
RIM002	U Reclmd Wtr Augmentation	821,843.00	734,242.03	0.00	0.00	0.00	0.00
RIM003	U KEN BERN RECLAIMED WTR	1,035,446.00	1,035,445.12	0.00	0.00	0.00	0.00
RIM004	U Reclmd Aug Dunlawton	81,091.00	81,090.97	0.00	0.00	0.00	0.00
RIM005	U Reservoir Outfall	2,624,788.00	374,711.54	2,297,837.00	47,761.66	20,564.57	2,229,510.77
RRP001	U Reclaimed Wtr Replacmnt	15,005.00	15,004.64	0.00	0.00	0.00	0.00
SLS002	U R & R Lift Station	4,942,035.00	4,244,788.00	270,720.00	0.00	4,720.00	266,000.00
SLS003	U WB Regional PumpStation	0.00	0.00	0.00	0.00	0.00	0.00
SSP002	U Sewer Plant Replacement	6,921,936.00	5,533,195.45	1,203,904.00	2,151.80	31,365.96	1,170,386.24
SSP007	U Rec Wtr Plnt Rehab 2013	627,272.00	596,553.42	30,718.00	0.00	0.00	30,718.00
SSP008	U Rec Wtr Plnt Imprv 2014	90,680.00	37,087.74	68,164.00	2,075.67	0.00	66,088.33
SSP009	U BioSolidsTrtmnt/Compost	0.00	0.00	0.00	0.00	0.00	0.00
UCP001	U Cost Participation,	2,570,959.00	2,206,733.73	195,443.00	0.00	86,943.05	108,499.95
UET001	U Extension, Water System	567,537.00	540,689.75	5,837.00	773.99	0.00	5,063.01
UET002	U Extension, Sewer System	1,428,807.00	1,339,414.66	4,328.00	0.00	0.00	4,328.00
UET003	U Extension, Reclaimed	329,311.00	329,306.49	0.00	0.00	0.00	0.00
UET005	U Rose Bay U Et I SRF5080	8,982,402.00	9,168,226.92	0.00	0.00	0.00	0.00
UET010	U Potable Wtr Intercncts	463,239.00	192,559.00	0.00	0.00	0.00	0.00
UET011	U Rc Wt Rechg LakeSRF513P	20,101,588.00	12,939,662.94	370,691.00	0.00	0.00	370,691.00
UET016	U Madeline Av WM Ext East	339,429.00	29,428.13	0.00	0.00	0.00	0.00
UET018	U S Pen Swr Ext II SRF	724,492.00	675,038.10	44,715.00	(4,734.00)	0.00	49,449.00

NOV-14 Project Manager Summary Report (Run on 12/5/14)							
Sorted and Totaled by Manager							
Proj #	Proj Description	PTD Budget	PTD Total	YTD Budget	YTD Total	EN	YTD Balance
		(Total Project to Date Budget)	(Total Project Actuals thru 11/30/14 excluding EN's)	(FY15 Budget)	(FY15 Actuals excluding EN's)	(FY15 Encumbrances)	(FY15 Available Balance)
UET021	U Nixon Lane Util Improv	1,061,528.00	1,061,524.29	0.00	0.00	0.00	0.00
UET022	U White Acres Improvement	608,417.00	72,964.96	535,452.00	0.00	11,452.04	523,999.96
URF001	U Reinforcement, WA Sys	462,704.00	378,255.62	54,342.00	1,287.76	51,831.86	1,222.38
URF002	U Reinforcement, SW Sys.	0.00	0.00	0.00	0.00	0.00	0.00
URH001	U Sewer Sys Rehabilitatn	7,873,096.00	7,213,939.53	419,921.00	0.00	0.00	419,921.00
URL005	U Williamson Util Rel S	4,658,755.00	4,528,133.19	129,911.00	0.00	0.00	129,911.00
URL006	U Town Ctr Util Relocatn	12,916.00	12,914.85	0.00	0.00	0.00	0.00
URL007	U Misc Util Coordination	285,627.00	259,348.18	26,272.00	0.00	0.00	26,272.00
URL008	U Taylor Rd Widening	46,458.00	46,457.50	0.00	0.00	0.00	0.00
URL009	U S Atlantic Ave Util Rel	832,253.00	832,248.79	0.00	0.00	0.00	0.00
URP001	U Replacement, WA System	4,028,974.00	3,127,094.59	456,534.00	4,608.61	199,165.92	252,759.47
URP002	U Replacement, SW System	1,782.00	1,781.57	0.00	0.00	0.00	0.00
URP010	U S Atlantic JPA w/Vol Co	460,131.00	0.00	460,131.00	0.00	44,714.00	415,417.00
WPS001	U Wtr Pump Station Rehab	30,000.00	0.00	0.00	0.00	0.00	0.00
WWP003	U Water Plant Improvement	5,692,715.00	4,872,835.77	642,440.00	0.00	0.00	642,440.00
WWP006	U GWP Rehabilitation 2013	1,258,672.00	1,252,011.64	6,657.00	0.00	5,743.57	913.43
WWW002	U WW Repairs/Maint	450,506.00	353,849.92	96,654.00	0.00	0.00	96,654.00
WWW003	U Wellfield Rehab-Eastern	679,389.00	585,625.39	0.00	0.00	0.00	0.00
ZMI044	U METER REPLACEMENT PRG	3,895,931.00	2,262,014.03	1,674,068.00	37,961.00	176,692.00	1,459,415.00
	Public Utilities Total:	91,372,325.00	72,373,162.74	9,613,257.00	141,031.49	817,569.00	8,654,656.51
	Total:	136,998,717.00	100,985,819.44	25,872,839.00	486,117.16	1,425,842.74	23,960,879.10
	166 PROJECTS						



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 01/06/2015

Consent item: No

SUBJECT: Resolution No. 15-1 - Authorizing Grant Application to Walmart Foundation

DEPARTMENT: Police Services

RECOMMENDED MOTION: To approve Resolution #15-1 ratifying application for and accepting grant funds from the Walmart Foundation in the amount of \$1,000 for purchase of a prescription drug drop box.

SUMMARY: The Walmart Foundation and Facility #582 have selected the Port Orange Police Department to receive a grant through the Local Facility Giving Program in the amount of \$1,000. These funds will be used to purchase a prescription drug drop box.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Reso 15-1	Reso. No. 15-1.doc
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Grabowski, Debbie
Monahan, Gerald
Riehm, Tracey
Roberts, Margaret
Harden, David

Created/Initiated - 12/04/2014
Approved - 12/05/2014
Approved - 12/20/2014
Approved - 12/30/2014
Final Approval - 12/30/2014

RESOLUTION NO. 15-1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORT ORANGE, VOLUSIA COUNTY, FLORIDA;
RATIFYING AND AUTHORIZING THE SUBMITTAL OF AN
APPLICATION FOR THE LOCAL FACILITY GIVING
PROGRAM TO PURCHASE A PRESCRIPTION DRUG
DROP BOX; ACCEPTING GRANT FUNDING;
AUTHORIZING THE MAYOR AND CITY CLERK TO
EXECUTE AGREEMENTS AND CONTRACTS;
PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Port Orange Police Department applied for the Walmart Foundation Local Facility Giving Program to purchase a prescription drug drop box; and

WHEREAS, the City Council of the City of Port Orange desires to ratify and authorize the submission of an application from the Walmart Foundation Local Facility Giving Program.

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

Section 1. The City Council of the City of Port Orange hereby ratifies the submittal of an application to the Walmart Foundation Local Facility Giving Program to purchase a prescription drug drop box.

Section 2. The City Council of the City of Port Orange hereby accepts grant funding in the amount of \$1,000.00

Section 3. The Mayor and City Clerk shall be authorized to execute any and all documents, agreement or contracts necessary to implement this Resolution.

Section 4. The grant application does not require city matching funds.

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

MAYOR ALLEN GREEN

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Adopted on the _____ day of _____, 2015

Reviewed and Approved: _____
City Attorney



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 01/06/2015

Consent item: No

SUBJECT: Resolution No. 15-2 - Budgeting \$1,297,500 of State Funds from the Department of Environmental Protection (DEP) for Cambridge Canal Phase II & III

DEPARTMENT: Finance

RECOMMENDED MOTION: Move to approve Resolution No. 15-2.

SUMMARY: This Resolution Budgets \$1,297,500 in State funds for Phases II & III of the Cambridge Canal improvement project per DEP Agreement No. LP64041

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Resolution No. 15-2	Reso No 15-2.docx
2.	Composite Exhibit A for State of Florida DEP Agreement No. LP64041 Cambridge Canal Stormwater Improvement Proj Phase II and III	zg Composite Exh A - FY15 DEP Agrmt - Cambridge Canal Stormwater Imprvmnt Proj Ph II and III - CC Mtg 1-6-15.xlsx

Pallante, Lisa
Riehm, Tracey
Roberts, Margaret
Harden, David

Created/Initiated - 12/20/2014
Approved - 12/22/2014
Approved - 12/30/2014
Final Approval - 12/30/2014

RESOLUTION NO. 15 - 2

A RESOLUTION OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA. APPROPRIATING
OPERATING AND CAPITAL FUNDS FOR THE
CAMBRIDGE CANAL STORMWATER
IMPROVEMENT PROJECT PHASE II AND III;
SETTING FORTH REVENUES AND EXPENDITURES;
AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has approved acceptance of State of Florida
Department of Environmental Protection (DEP) Agreement No. LP64041 for the
Cambridge Canal Stormwater Improvement Project Phase II and III and

WHEREAS, the City has received the fully executed DEP agreement and

WHEREAS, the City Council desires to appropriate the funds related to various
operating and capital projects, and to set forth, appropriate and change appropriations of
certain revenues and expense.

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

Section 1. The funds for the City Capital project are hereby appropriated as
set forth in Composite Exhibit A, attached hereto, which reflects revenues and
corresponding expenditures for the designated project.

Section 2. The Budget item adopted in the preceding section shall govern the
expenditures relating to such operations and projects for the City during the current fiscal
year effective October 1, 2014 through September 30, 2015.

Section 3. Supplemental appropriations, reductions of appropriations,
emergency appropriations, and interdepartmental transfers of appropriations may be
effected by the City Council and the City Manager as deemed necessary in strict

(RESOLUTION NO. 15 - 2)

compliance with the procedures specified in Chapter 2, Article VI, Division 3, Code of Ordinances, City of Port Orange, Florida.

Section 4. This resolution shall become effective immediately upon adoption.

MAYOR ALLEN GREEN

ATTEST:

Robin L. Fenwick, City Clerk

Adopted on the day of

Reviewed and Approved: _____
City Attorney

COMPOSITE EXHIBIT A**Resolution No. 15 -**

FY2015 **Drainage (#412)**
PREPARED: **December 19, 2014**
FINANCE: **Lisa Pallante**

	BUDGET
	INCREASE(DECREASE)

REVENUES:

State Grant - Department of Environmental Protection (DEP) Agreement	1,297,500
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DEP Agreement No. LP64041

St. of FL Grant Assistance Pursuant to Line Item 1668A of the 2014-2015 General Appropriations Act

Project: Cambridge Canal Stormwater Improvement Project Phase II & III

TOTAL REVENUES:	1,297,500
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EXPENDITURES:

Drainage Utility	1,297,500
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TOTAL EXPENDITURES:	1,297,500
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***Budget for State DEP Agreement No. LP64041 for the Cambridge Canal Stormwater Improvement Project Phase II and III. City Project DIP056.**



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 01/06/2015

Consent item: No

SUBJECT:

1st Amendment to Waters Edge Phase XII Subdivision Improvement Agreement for property located north of Pioneer Trail, west of Waters Edge Phase VIII, east of Airport Road.

DEPARTMENT: Community Development

RECOMMENDED MOTION: Move to approve the 1st Amendment to the Subdivision Improvement Agreement for the Waters Edge Phase XII Subdivision.

SUMMARY: The developer has proposed the 1st Amendment to the Waters Edge Phase XII Subdivision Improvement Agreement (SIA) to allow the subdivision plat to be recorded if at least 80 percent of the required subdivision improvements are constructed and a financial guarantee in an amount equal to 110% of the estimated construction cost for the remaining subdivision improvements to be constructed is provided to the City. The 1st Amendment to the SIA is attached.

This type of agreement is allowed by many other city and county governments.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Water's Edge Amendment No. 1 and Restatement to Site Improvement Agreement	Waters Edge Amendment No 1 Restatement to SIA.pdf
2.	Exhibit A to Water's Edge Amendment No. 1 and Restatement Site Improvement Agreement	Exhibit A to Water's Edge 1st Amendment and Restatement to SIA.pdf

Burman, Tim
Clark, Wayne
Roberts, Margaret
Harden, David

Created/Initiated - 12/19/2014
Approved - 12/19/2014
Approved - 12/30/2014
Final Approval - 12/31/2014

This Document Prepared By:
Margaret T. Roberts
Office of the City Attorney
1000 City Center Circle
Port Orange, FL 32129

Space Reserved for Recording per §695.26(e)(1) Florida Statutes (2010)

**CITY OF PORT ORANGE, FLORIDA
AMENDMENT NO. 1 AND RESTATEMENT
SITE IMPROVEMENT AGREEMENT**

THIS RESTATEMENT OF AGREEMENT is made and entered into as of this ____ day of _____, 20__, by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, (hereinafter referred to as "the City") whose address is: 1000 City Center Circle, Port Orange FL 32129; and **INTERVEST AT WATER'S EDGE, LTD.**, a Florida limited partnership, (hereinafter referred to as "Developer") whose address is: 2379 Beville Road, Daytona Beach, FL 32119

W I T N E S S E T H

WHEREAS, Developer warrants that it is the owner of the property ("the subject property"); legally described on **Exhibit "A"** attached hereto and made a part hereof; and

WHEREAS, Developer desires subdivide the subject property and has submitted subdivision plans and a plat designated as Waters Edge Phase XII; and

WHEREAS, the construction of utilities and roadway in the deeded fifty foot (50') public Right-of-Way known as Zantila Way, shall be designed and constructed as an off-site improvement in connection with construction of the Right-of-Way's western portion in Waters Edge Phase XII; and

WHEREAS, upon approval of said plans and plat according to the requirements of the City's Land Development Code and the laws of Florida, the Mayor is authorized to execute this agreement to assure the completion of improvements shown on said plans.

WHEREAS, the Developer and the City desire to amend the Subdivision Improvement Agreement recorded in O.R. Book 6075 at Page 3193 of the Public Records Volusia County, Florida.

WHEREAS, for purposes of this amendment words with underlined (underlined) type shall constitute additions to the original text and words with strikethrough (~~strikethrough~~) type shall constitute deletions from the original text.

NOW, THEREFORE, the parties hereto agree as follows:

1. The Developer warrants that it will complete the improvements reflected on the plans approved by the City Council as prepared Fred M. Harpster, P.E., Florida Registration No. 4724, of the firm, Harpster Engineering and Surveying, Inc. These improvements shall be completed in accordance the Section 177.011, et seq. Florida Statutes and the Port Orange Land Development Code and any other applicable regulations, ordinances or laws of the City. Failure to construct and complete such improvements in compliance with the terms of this agreement shall constitute grounds for the City to halt further development or construction under this agreement, and to withhold building permits, utility service, and certificates of occupancy for completed improvements on the subject property. In the event the subject property is undisturbed for 30 or more consecutive days, the City reserves the option to stabilize the site as necessary with seed and mulch and to place a lien of record against the subject property for the costs of such stabilization. The Developer warrants that the referenced plat comports with the requirements of Chapter 177, Florida Statutes (2001) regarding platting of land, and that the Developer will form or annex the property to an existing property owners' association (POA) for the purpose of collecting monies necessary to enforce the terms and provisions of covenants and restrictions approved for the referenced subdivision plat and as required by the Surface Stormwater Management No. 4-127-23127-8 (Master) issued by the St. Johns Water Management District.
2. All improvements shall be completed within twelve (12) months of the date the plans are date stamped as Initial Approved for Construction.
3. Execution of this agreement shall allow the Developer the right to record the approved plat for the subject property upon compliance with the requirements of the Land Development Code and provision of a financial guarantee prepared and recorded in the public records of Volusia County in accordance with Section 255.05, Florida Statutes (2001), and as acceptable to the City, in an amount equal to one hundred ten percent (110%) of the cost estimate for the construction of the required improvements. If all required improvements are not completed as required under this agreement, the City shall be authorized to draw upon the financial guarantee funds to pay for the completion of said improvements, including reasonable administrative costs in the completion of the construction.
4. Execution of this agreement shall also allow Owner to initiate the construction of improvements without providing a financial guarantee for completion, but the plat shall not be executed or recorded prior to the acceptance of improvements. However, should the improvements not be completed as required under this agreement, the City, after thirty (30) days written notice to the undersigned or any subsequent owner, successor in interest or assign, may install or have installed or completed said required improvements. Further, the City is hereby authorized to assess the cost of installing or completing said improvements against the subject

property. Such improvement assessment shall constitute a lien thereon until paid, which lien shall be superior and paramount to the interest on such property of any owner, lessee, tenant, mortgagee or other person, except the lien of ad valorem taxes.

5. If construction begins under paragraph 4 above, but the Developer desires to record the plat then, the developer may record upon completing the following conditions:
 - (1) Delivery of as-built plans substantiating 80% completion of the plat improvements and identifying all completed improvements;
 - (2) The City staffs' inspection and acceptance of the completed improvements;
 - (3) Delivery of an affidavit of the project engineer specifying each incomplete improvement and the estimated cost to complete;
 - (4) Delivery of a set of plans identifying incomplete plat improvements;
 - (5) Delivery of a financial guarantee to the City and obtaining the approval by the City's legal representative; and
 - (6) Satisfying all requirements of the LDC for plat acceptance and recording.
6. At the time that construction is determined to be complete by the City, and prior to City acceptance of public improvements for maintenance, Developer shall provide the City with a maintenance bond in the amount equal to ten percent (10%) of the final construction cost for the correction of any failures or defects that become apparent within one (1) year of City's acceptance.
7. The Developer shall indemnify and hold harmless the City, its officers, employees and agents, from and against all claims, damages, injuries, liability, losses and expenses, including reasonable attorneys' fees and costs, arising out of or resulting from the construction of improvements or performance of operations under this agreement.
8. This agreement shall be recorded in the Public Records of Volusia County, Florida. The provisions of this agreement shall constitute covenants running with the land applicable to all of the subject property described herein or any portion thereof. This agreement shall inure to the benefit of the parties hereto and the subject property, and shall be binding upon any person, firm, or corporation that may become a subsequent owner, successor in interest or assign, directly or indirectly, of the subject property or any portion thereof.
9. In the event of any claim, action, litigation or proceeding under this agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs.

IN WITNESS WHEREOF, the parties hereto have executed this agreement, by and through the duly authorized representatives, on the above date.

WITNESSES:

CITY OF PORT ORANGE, FLORIDA
a Chartered Municipal Corporation

Printed Name: _____

By: _____
Allen Green, Mayor

(Corporate Seal)

Printed Name: _____

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, Florida, a chartered municipal corporation on behalf of the city, and who is personally known to me.

Notary Public, State of Florida at Large
Printed, typed or stamped name, commission and Expiration:

WITNESSES:

ATTEST:

Printed Name: _____

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

Printed Name: _____

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, Florida, a chartered municipal corporation on behalf of the city, and who is personally known to me.

Notary Public, State of Florida at Large
Printed, typed or stamped name, commission and Expiration:

INVESTMENT AT WATER'S EDGE, LTD.,
a Florida Limited Partnership

By: **INTERVEST CONSTRUCTION, INC.**
a Florida Corporation,
its general partner

Printed Name: _____ By: _____
Morteza Hosseini-Kargar, President

Printed Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Morteza Hosseini-Kargar, as President of Intervest Construction, Inc., a Florida corporation and who is personally known to me.

Notary Public, State of Florida at Large
Printed, typed or stamped name, commission and Expiration:

WITNESSES:

ATTEST:

Printed Name: _____ By: _____
Charlene B. Irland, Vice President

Printed Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Charlene B. Irland, as Vice President Intervest Construction, Inc., a Florida corporation and who is personally known to me.

Notary Public, State of Florida at Large
Printed, typed or stamped name, commission and Expiration:

EXHIBIT A

LEGAL DESCRIPTION – WATER'S EDGE PHASE XII

A PORTION OF THE NORTH $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ AND THE WEST $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 6, TOWNSHIP 17 SOUTH, RANGE 33 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 17 SOUTH, RANGE 33 EAST ; THENCE N88°46'01"E A DISTANCE OF 28.75 FEET; THENCE S00°58'15" E A DISTANCE OF 1318.40 FEET; THENCE N88°50'08"E A DISTANCE OF 218.99 FEET TO THE POINT OF BEGINNING; THENCE N88°50'08" E A DISTANCE OF 1731.13 FEET; THENCE S00°49'50"E A DISTANCE OF 1320.76 FEET; THENCE S88°54'14"W A DISTANCE OF 660.38 FEET; THENCE N00°49'14"W A DISTANCE OF 660.00 FEET; THENCE S88°54'11"W A DISTANCE OF 1073.35 FEET. THENCE N00°36'41" W A DISTANCE OF 658.73 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,578,715 SQ. FEET = 36.24 ACRES OR MORE.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 01/06/2015

Consent item: No

SUBJECT: Resolution No. 15-3 - Proposed ECHO Grant Application - Riverwalk Park Phase I.

DEPARTMENT: City Manager

RECOMMENDED MOTION: To approve Resolution 15-3 authorizing the City Manager to submit a Volusia ECHO Grant application to construct Riverwalk Park Phase I improvements. In addition, authorize the Mayor and City Clerk to execute any agreements or contracts and approve providing a match.

SUMMARY: City staff is recommending that the City apply for funding assistance from the Volusia ECHO Grant program to construct certain Phase I recreational improvements within Riverwalk Park. This phase will include constructing a trail head, the splash park and a portion of the boardwalk.

The City can request \$400,000.00 (50%) from the ECHO program and the City would provide a 50% match of \$400,000.00 from the bond refinancing proceeds.

Project No.: AIO004 Funding Account No.: 320-1000-519-63-97

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Resolution No. 15-3	Res Riverwalk P1 ECHO 2015.doc
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Donahue, Kent
Harden, David
Riehm, Tracey
Roberts, Margaret
Harden, David

Created/Initiated - 11/17/2014
Approved - 11/17/2014
Approved - 11/17/2014
Approved - 12/30/2014
Final Approval - 12/30/2014

RESOLUTION NO. 15-3

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY MANAGER TO SUBMIT AN APPLICATION FOR FINANCIAL ASSISTANCE TO VOLUSIA COUNTY, VOLUSIA ECHO GRANT PROGRAM FOR PHASE I IMPROVEMENTS: A TRAILHEAD, PLAYGROUND AND A SPALSH PARK AT RIVERWALK; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AGREEMENTS OR CONTRACTS; PROVIDING FOR MATCHING FUND CONTRIBUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the County of Volusia provides financial assistance under the Volusia ECHO Grant Program for the encouragement of Environmental, Cultural, Historic, and Outdoor projects that benefit Volusia; and

WHEREAS, the City Council of the City of Port Orange is proposing the construction of a trailhead, playground and a splash park at Riverwalk for recreational purposes; and

WHEREAS, the City Council of the City of Port Orange desires to authorize the submission of an application for financial assistance to the County of Volusia under the Volusia ECHO Grant Program.

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

Section 1. The Mayor and City Manager of the City of Port Orange are hereby authorized to submit an application for financial assistance to the County of Volusia, Volusia ECHO Grant Program. The Phase I grant application is for the construction a

trailhead, playground and splash park at Riverwalk. The Mayor and City Clerk shall be authorized to execute agreements or contracts necessary to implement this Resolution.

Section 2. The City has committed to a \$400,000.00 cash contribution or less but not to exceed \$400,000.00 of the total project costs.

Section 3. This resolution shall become effective immediately upon adoption.

MAYOR ALLEN GREEN

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Adopted on the day of

Reviewed and Approved: _____
City Attorney



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 01/06/2015

Consent item: No

SUBJECT: Resolution No. 15-4 - Budgeting Florida Inland Navigation District (FIND) Grants for Riverwalk Launch & Boardwalk North A and for Riverwalk Boardwalk & Waterfront Park North B Design

DEPARTMENT: Finance

RECOMMENDED MOTION: Move to approve Resolution No. 15-4.

SUMMARY: The attached resolution budgets funds from FIND Agreement VO-PO-14-105 for \$200,000 for the Riverwalk Launch & Boardwalk NORTH A Construction Phase II and for FIND Agreement VO-PO-14-106 for \$100,000 for Riverwalk Boardwalk & Waterfront Park NORTH B Design Phase I.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Resolution No. 15-4	Reso 15-4.docx
2.	Composite Exhibit A	Comp Exh A - Town Ctr Fund 103 - Riverwalk FIND Grants VO-PO-14-105 and VO-PO-14-106 - CC Mtg 1-06-15.xlsx

Pallante, Lisa
Riehm, Tracey
Roberts, Margaret
Harden, David

Created/Initiated - 12/20/2014
Approved - 12/22/2014
Approved - 12/30/2014
Final Approval - 12/30/2014

RESOLUTION NO. 15 - 4

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA. APPROPRIATING OPERATING AND CAPITAL FUNDS FOR FLORIDA INLAND NAVIGATION DISTRICT (FIND) PROJECT AGREEMENTS VO-PO-14-105 FOR \$200,000 AND VO-PO-14-106 FOR \$100,000 BOTH OF WHICH ARE FOR THE RIVERWALK PARK; SETTING FORTH REVENUES AND EXPENDITURES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has approved acceptance of Florida Inland Navigation District (FIND) Project Agreement VO-PO-14-105 for the Riverwalk Launch & Boardwalk NORTH A Construction Phase II and

WHEREAS, the City Council has approved acceptance of Florida Inland Navigation District (FIND) Project Agreement VO-PO-14-106 for the Riverwalk Boardwalk & Waterfront Park NORTH B Design Phase I and

WHEREAS, the City has received the fully executed FIND agreements and

WHEREAS, the City Council desires to appropriate the funds related to various operating and capital projects, and to set forth, appropriate and change appropriations of certain revenues and expense.

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

Section 1. The funds for the City Capital project are hereby appropriated as set forth in Composite Exhibit A, attached hereto, which reflects revenues and corresponding expenditures for the designated project.

Section 2. The Budget item adopted in the preceding section shall govern the expenditures relating to such operations and projects for the City during the current fiscal year effective October 1, 2014 through September 30, 2015.

(RESOLUTION NO. 15 - 4)

Section 3. Supplemental appropriations, reductions of appropriations, emergency appropriations, and interdepartmental transfers of appropriations may be effected by the City Council and the City Manager as deemed necessary in strict compliance with the procedures specified in Chapter 2, Article VI, Division 3, Code of Ordinances, City of Port Orange, Florida.

Section 4. This resolution shall become effective immediately upon adoption.

MAYOR ALLEN GREEN

ATTEST:

Robin L. Fenwick, City Clerk

Adopted on the day of

Reviewed and Approved: _____
City Attorney

COMPOSITE EXHIBIT A

Resolution Number: 15 - 4

FY 2015 **Tax Increment Town Center Fund 103**
PREPARED: **12/20/15**
FINANCE: **Lisa A. Pallante**

	APPROVED BUDGET
--	----------------------------

REVENUES:

State FIND Grant #VO-PO-14-105	\$ 200,000
(Riverwalk Launch & Boardwalk NORTH A Construction Phase II)	

State FIND Grant #VO-PO-14-106	100,000
(Riverwalk Boardwalk & Waterfront Park NORTH B Design Phase I)	

TOTAL REVENUES: \$ 300,000

EXPENDITURES:

Capital Outlay	\$ 300,000
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TOTAL EXPENDITURES: \$ 300,000

Reason: To budget \$200K for the Florida Inland Navigation District (FIND) project agreement VO-PO-14-105 and budget \$100K for the FIND agreement VO-PO-14-106 which are both for the Riverwalk Project. City project AIO004.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 01/06/2015

Consent item: No

SUBJECT: Settlement in the case of Jose Ortiz vs. City of Port Orange – Case No. [2012-32510](#) CICI.

DEPARTMENT: City Attorney

RECOMMENDED MOTION: To approve the General Release of All Claims in full settlement of this lawsuit.

SUMMARY: On September 24, 2012, Jose Ortiz filed his complaint for negligence against the City of Port Orange, Florida, relating to the injuries received when he fell while jogging on the bicycle trail that runs along Willow Run Boulevard. The parties have reached a settlement which requires a full and complete release of the City by Ortiz. A copy of the General Release of All Claims is attached.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Ortiz General Release of All Claims	Ortiz General Release of All Claims.pdf
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Ceribelli, Betty
Roberts, Margaret
Harden, David

Created/Initiated - 12/11/2014
Approved - 12/16/2014
Final Approval - 12/16/2014

GENERAL RELEASE OF ALL CLAIMS

FOR AND IN CONSIDERATION of the payment to JOSE ORTIZ, individually, and any of his, successors or assigns (hereinafter collectively "Releasor"), the sum of SEVEN THOUSAND DOLLARS (\$7,000.00), and other good and valuable consideration, receipt whereof is hereby acknowledged, Releasor hereby remises, releases, acquits, satisfies, and forever discharges the CITY OF PORT ORANGE, FLORIDA, and its insurer, employees, former employees, agents and representatives (hereinafter collectively "Releasee"), from all manner of action and actions, cause and causes of action, suits, specialties, covenants, contracts, controversies, promises, variances, trespasses, damages, judgments, executions, payments, costs, attorneys' fees, penalties, interest, expenses, benefits, rights, damages, loss of consortium, loss of service, loss of support, liens, including but not limited to the attorney's liens and medical provider liens, expenses, compensation claims, negligence claims, and demands of any kind whatsoever, in law or in equity, known and unknown, both to person and to property, including directly or indirectly sustained by Releasor which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen, bodily and mental personal injuries and any consequences thereof which resulted, or may in the future develop, from an incident that is alleged to have occurred on or about February 3, 2009, on a bike path in Port Orange, Florida or arises out of the claims brought in the lawsuit styled *JOSE ORTIZ, Plaintiff vs. THE CITY OF PORT ORANGE, Defendant*, in the Circuit Court of the Seventh Judicial Circuit, in and for Volusia County, Florida, 2012 CA 032510. Releasor agrees to dismiss with prejudice the above referenced case against the City of Port Orange.

RELEASOR FURTHER UNDERSTANDS that any injuries and damages sustained by the

EXHIBIT A

Releasor may be permanent and progressive and that recovery therefore may be uncertain and indefinite, and Releasor understands and agrees that in making this settlement and in giving this final and complete discharge and release, Releasor is relying wholly upon his judgment, belief and knowledge as to the nature, extent and duration of said injuries and damages, and Releasor acknowledges that he has not been influenced in any manner in making this settlement and giving this Release, by any representations or statements made by Releasee or by anyone representing Releasee.

Releasor specifically undertakes and agrees to indemnify the City of Port Orange for any lawsuits, claims, demands, or liens, relating to the medical care, diagnosis, or treatment of JOSE ORTIZ, and any demands or liens now pending, or which may be asserted in the future, any actions against Releasee for contribution or indemnification, any liens arising out of the legal representation of Releasor, and any subrogation attempts arising from any of Releasor's collateral source providers occasioned wholly or in part of any act, omission or negligence of the parties hereby released. In addition to the above, Releasor specifically acknowledges obtaining legal services regarding this case from Susan Tolbert, Esq. of Morgan & Morgan and agrees to hold Releasee harmless regarding any outstanding liens related to that service.

Releasor specifically states that all liens for medical services, known or unknown, will be satisfied from the above-mentioned proceeds delivered to Releasor, including but not limited to Medicare, Medicaid, and Social Security liens.

No promise, inducement or agreement not herein set forth has been made to the Releasor and this Release contains the entire agreement between the parties hereto, and the terms of this

Release are contractual and not merely a recital.

In the event of litigation or arbitration in connection with the enforcement or interpretation of this Release, the prevailing party shall be entitled to the payment of costs, including reasonable attorneys' fees incurred in connection therewith. This paragraph is for the benefit of parties to this agreement only.

RELEASOR UNDERSTANDS AND AGREES that payment to Releasor of the sum described above is not an admission of liability on the part of Releasee and Releasee expressly denies any liability to the undersigned. It is understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and Releasee denies liability therefrom and intends merely to avoid litigation and buy its peace. Releasor agrees and understands that the consideration described above is a one time payment and there will never be any additional payment or consideration as a result of the subject incident.

MEDICARE'S INTERESTS AND MEDICARE RECOVERY ACTION. In reaching agreement on the terms of this Release, the parties acknowledge Releasor's possible entitlement to Social Security disability benefits pursuant to 42 U.S.C. § 423, and receipt of Medicare or Medicaid benefits under 42 U.S.C § 1395y, as well as the entitlement of the Centers for Medicare and Medicaid Services ("CMS") to subrogation and intervention, pursuant to 42 U.S.C. § 1395y (b)(2) to recover any overpayment made by CMS. The parties to this Release agree that this Release is not intended to shift to CMS the responsibility for payment of medical expenses for the treatment of injury related conditions. The parties agree that this settlement is intended to provide Releasor a lump sum payment which will foreclose Releasee's responsibility for future

payment of all injury related medical expenses.

In addition, Releasor agrees to hold harmless and indemnify Releasee from any cause of action relating to collateral sources paid by Medicare or Medicaid, including, but not limited to, an action by CMS to recover or recoup Medicare or Medicaid benefits or loss of Medicare or Medicaid benefits.

BENEFITS ELIGIBILITY. Releasor acknowledges that any decision regarding entitlement to Social Security benefits or Medicare or Medicaid benefits, including the amount and duration of payments and offset reimbursement for prior payments is exclusively within the jurisdiction of the Social Security Administration, the United States Government, and the U.S. Federal Courts, and is determined by Federal law and regulations.

FUTURE BENEFITS. Releasor has been apprised of his/her right to seek assistance from legal counsel of his choosing or directly from the Social Security Administration or other government agencies regarding the impact this Release may have on Releasor's current or future entitlement to Social Security or other governmental benefits. Releasor acknowledges that acceptance of these settlement funds may affect Releasor's rights to other governmental benefits, insurance benefits, disability benefits, or pension benefits. Notwithstanding this possibility, Releasor desires to enter into this Release agreement to settle his/her injury claim according to the terms set forth in this Release.

PAYMENT. As sole consideration for this Agreement and Release and the dismissal with prejudice of all pending litigation between the Parties, Releasee shall deliver, or cause to be delivered, to Releasor's counsel, proceeds in the amount of seven thousand dollars (\$7,000.00) to

Releasor, JOSE ORTIZ and Morgan & Morgan. Releasor's attorney shall hold the settlement proceeds in Morgan & Morgan's trust account and shall not disburse the settlement funds until satisfaction of the Medicaid lien has been obtained and proof of receipt is provided to counsel for the City of Port Orange.

RELEASOR HEREBY DECLARES THAT THE TERMS OF THIS SETTLEMENT AND RELEASE HAVE BEEN COMPLETELY READ BY HIM AND ARE FULLY UNDERSTOOD AND VOLUNTARILY ACCEPTED FOR THE PURPOSE OF MAKING A FULL AND FINAL COMPROMISE, ADJUSTMENT AND SETTLEMENT OF ANY AND ALL CLAIMS, DISPUTED OR OTHERWISE, EITHER IN CONTRACT OR IN TORT, ON ACCOUNT OF THE INJURIES AND DAMAGES MENTIONED ABOVE AND FOR THE EXPRESS PURPOSE OF PRECLUDING FOREVER ANY FURTHER OR ADDITIONAL CLAIMS ARISING OUT OF THE INCIDENT DESCRIBED HEREIN. IT IS THE EXPRESS INTENT THAT THE CITY OF PORT ORANGE SHALL NOT HAVE ANY FURTHER RESPONSIBILITY OR OBLIGATION OF PAYMENT TO RELEASOR OF ANY KIND WHATSOEVER.

RELEASOR HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT, AND AGREES THAT ALL DOUBTS AND AMBIGUITIES IN CONNECTION WITH THIS RELEASE OF ALL CLAIMS BE CONSTRUED IN FAVOR OF THE RELEASEE.

IT IS FINALLY UNDERSTOOD AND AGREED that payment to Releasor of the sum described above and the release represents a good faith transaction.

Ortiz v. City of Port Orange

General Release of All Claims and Indemnification Agreement

Page 6 of 6

IN WITNESS WHEREOF, Releasor has hereunto set her hand and seals this 8 day of Dec, 2014.

CAUTION: READ BEFORE SIGNING BELOW

Releasor:

JOSE ORTIZ

Witness

Witness

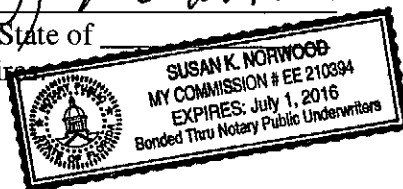
STATE OF Florida

COUNTY OF Volusia

BEFORE ME the undersigned authority, personally appeared JOSE ORTIZ, who is personally known to me or who produced FLDL063243732470 as identification, and who, after first being duly sworn, deposes and says that he had read and understands the forgoing Release of Claims and that he executed the foregoing Release of Claims for the purposes stated therein on this 8 day of Dec, 2014.

NOTARY PUBLIC, State of

My Commission expires





CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 01/06/2015

Consent item: No

SUBJECT: Resolution No. 15-5 - Budget Amendment for City Clerk Personnel, Walmart Foundation Grant and Police Education Trust Fund

DEPARTMENT: Finance

RECOMMENDED MOTION: Move to approve Resolution No. 15-5.

SUMMARY: The attached resolution makes budget adjustments for personnel changes in the City Clerk's Office, receipt of Walmart Foundation Local Facility Giving Program assistance in the amount of \$1,000 in the Police Benefit Fund 606, and establishes a budget for the Police Education Trust Fund 615.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Resolution for Misc Items - City Clerk Personnel - Walmart Foundation Local Facility Giving Program and Police Education Trust	zj Resolution for Misc Items - City Clerk Personnel - Walmart Foundation Giving Program - PD Ed Trust 1-06-15 CC Mtg.docx
2.	Composite Exhibit A for Misc Items - City Clerk Personnel - Walmart Foundation Local Facility Giving Program and Police Education Trust	zj Composite Exh A - Bud Reso - City Clerk Personnel - Walmart Foundation Local Facility Giving Program - Police Education Trust - 01-06-15 CC Mtg.xlsx

Pallante, Lisa
Riehm, Tracey
Roberts, Margaret
Harden, David

Created/Initiated - 12/23/2014
Approved - 12/29/2014
Approved - 12/30/2014
Final Approval - 12/30/2014

RESOLUTION NO. 15 - 5

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA. APPROPRIATING OPERATING FUNDS FOR CITY CLERK PERSONNEL, WALMART FOUNDATION LOCAL FACILITY GIVING PROGRAM AND POLICE EDUCATION TRUST FUND; SETTING FORTH REVENUES AND EXPENDITURES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has approved a part-time position in the City Clerk's Office and a salary adjustment for the City Clerk and

WHEREAS, the City Council has approved acceptance of Walmart Foundation Local Facility Giving Program assistance and

WHEREAS, the City Council desires to appropriate the funds related to various operating items, and to set forth, appropriate and change appropriations of certain revenues and expense.

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

Section 1. The funds for the City operating items are hereby appropriated as set forth in Composite Exhibit A, attached hereto, which reflects revenues and corresponding expenditures for the designated project.

Section 2. The Budget item adopted in the preceding section shall govern the expenditures relating to such operations for the City during the current fiscal year effective October 1, 2014 through September 30, 2015.

(RESOLUTION NO. 15 - 5)

Section 3. Supplemental appropriations, reductions of appropriations, emergency appropriations, and interdepartmental transfers of appropriations may be effected by the City Council and the City Manager as deemed necessary in strict compliance with the procedures specified in Chapter 2, Article VI, Division 3, Code of Ordinances, City of Port Orange, Florida.

Section 4. This resolution shall become effective immediately upon adoption.

MAYOR ALLEN GREEN

ATTEST:

Robin L. Fenwick, City Clerk

Adopted on the day of

Reviewed and Approved: _____
City Attorney

COMPOSITE EXHIBIT A

Resolution Number: 15 - 5

FY 2015 General Fund 001
PREPARED: 12/23/14
FINANCE: Lisa A. Pallante

APPROVED BUDGET

REVENUES:

Appropriated Equity	17,558
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TOTAL REVENUES:	<u>17,558</u>
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EXPENDITURES:

City Clerk	17,558
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TOTAL EXPENDITURES:	<u>17,558</u>
---------------------	---------------

To budget for a part-time position in the City Clerk's Office working 29 hours a week with no benefits and to fund an increase to the City Clerk's salary pursuant to an agreement reached when she was promoted to the position.

COMPOSITE EXHIBIT A**Resolution Number: 15 - 5**

FY 2015 **POLICE BENEFIT TRUST FUND 606**
PREPARED: **12/23/14**
FINANCE: **Lisa A. Pallante**

	APPROVED BUDGET
--	----------------------------

REVENUES:

Miscellaneous	1,000
TOTAL REVENUES:	<u><u>1,000</u></u>

EXPENDITURES:

Police Services	1,000
TOTAL EXPENDITURES:	<u><u>1,000</u></u>

To budget the \$1,000 in assistance from the Walmart Foundation Local Facility Giving Program. Funds will be used to purchase a prescription drug drop box.

COMPOSITE EXHIBIT A

Resolution Number: 15 - 5

FY 2015 Police Education Trust Fund 615
PREPARED: 12/23/14
FINANCE: Lisa A. Pallante

APPROVED BUDGET

REVENUES:

Fines and Forfeitures	<u>10,000</u>
TOTAL REVENUES:	<u><u>10,000</u></u>

EXPENDITURES:

Police Services	<u>10,000</u>
TOTAL EXPENDITURES:	<u><u>10,000</u></u>

To be used for Police Department training and travel.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 01/06/2015

Consent item: Yes

SUBJECT: Purchase of Valve Maintenance Trailer for Public Utilities

DEPARTMENT: Public Works

RECOMMENDED MOTION: To approve the purchase of a Valve Maintenance Trailer using the City of Holly Hill bid award, Item 5, for a total of \$61,100.00 and authorizing the Mayor and City Clerk to execute contract documents as necessary.

SUMMARY: Public Works recommends piggybacking on the City of Holly Hill bid to purchase a Valve Maintenance Trailer from E.J. Wachs Company for the Public Utilities Department. This equipment will be used to exercise valves in our water distribution system to ensure the valves will be operable when needed to isolate leaks or make repairs.

Project No.: Funding Account No.: 505-1000-519-6400

ATTACHMENTS:

1.	EJ Wachs Quote and Holly Hill Bid	EH Wachs Valve Maintenance Trailer.pdf
2.	E.H. Wachs a division of Illinois Tool Works, Inc. Piggyback Agreement	EH Wachs a div of Illinois Tool Works Inc Piggyback Agreement.pdf

Fontane, Jeff
Silvey, Mike
Riehm, Tracey
Gomez, Joseph
Roberts, Margaret
Harden, David

Created/Initiated - 12/16/2014
Approved - 12/16/2014
Approved - 12/20/2014
Approved - 12/22/2014
Approved - 12/30/2014
Final Approval - 12/30/2014

**City of Port Orange
Requisition**

Date: <u>1/6/2015</u>	Purchase Order # _____
Vendor: <u>E.H. Wachs</u> <u>465 Comanche Circle</u> <u>Harvard, IL. 60033</u>	Ship To: <u>City of Port Orange</u> <u>Public Works Dept.</u> <u>407 Virginia Ave</u>
Contact: <u>Ken Redding</u>	
Phone: <u>815-943-4785</u>	
Fax: <u>815-943-5098</u>	
Email: <u>kredding@ehwachs.com</u>	Requisition # _____
Vendor #: <u>[REDACTED]</u>	
Requested by: <u>Jeff Fontane</u> Fund <u>505</u> Dept. <u>1000</u> Division <u>519</u>	

Quantity	Description	Unit of Measure	Unit Price	Total Cost	Element
1	77-000-38 Standard LX Valve Maintenance Trailer	ea	59,250.00	59,250.00	64-00
	Options:	ea			
1	79-413-00 XF-100 Hybrid GPS Nav. Software	ea	1,850.00	1,850.00	
		ea			
	Piggyback off of City of Holly Hill Purchase	ea			
	Agreement & RFP.	ea			
		ea			
		ea			
		ea			
		ea			
		ea			
		ea			
		ea			
		ea			
		ea			
Grand Total				61,100.00	

Justification: New Item for Public Utilities Field Ops Division.

Vendor Quotes - Prices quoted must be FOB Port Orange, FI - 2,000.00 to 8,000.00 quotes must be attached.

Vendor Name	Confirmed To	Terms	Total Amount	Delivery

Funds are available in the account(s) cited to support this procurement.

Any one item with an acquisition cost of \$2,000 or more:

Finance Dept.

City Manager

I hereby certify that the Articles above specified are necessary
for use in this department and that they are to be used solely for the City.

Department Head

Purchasing Agent

**E.H. WACHS®**

A Division of 7708

Superior Equipment. Complete Support.™

Water Utility Products
 465 Comanche Circle | Harvard, IL 60033
 T: +1.815.943.4785 | F: +1.815.943.5098
 ehwachs.com

Quotation

TO: Graeme Gardiner
 City of Port Orange
 402 Oak St.
 Port Orange, FL 32127

Date: 10/29/2014
 Quotation Number: KR73191
 Payment Terms: Net 30 Days
 Shipping Terms: FOB Destination
 Valid Through: 12/28/2014

E.H. Wachs is pleased to offer the following quotation.

Item Number	Description	Qty	U/M	Unit Price (USD)	Line Total (USD)
1 77-000-38	Standard LX (Diesel) - VMT: Single turner valve maintenance trailer; includes Wachs 750 Ft/lb (1020 Nm) Extended Reach Valve operator, telescoping valve key and Wachs ruggedized Recon controller/datalogger. A Tier 4F compliant, Kobota 1.1L, 1-3 4-stroke, liquid cooled, IDI diesel engine provides ample power for all contained functions, including an auxiliary HTMA Class II circuit; 10 gallon (38 L) reservoir, fan cooled heat exchanger, continuous duty rated for 8 GPM (30.3 LPM) @ 1,800 PSI (125 bar). A positive displacement blower provides 500 CFM (14.2 cmm)-11" (280mm) Hg vacuum, with spoils containment provided by a 250 (950 L) gallon tank with power hydraulic dump (rear discharge) and latching rear door. Also driven from the common power train is a 2.5 gpm (9.5 LPM) @ 3000 PSI (210 bar) pressure washer system with 3 gallon (11.4 L) anti-freeze tank and 95 gallon (360 L) water tank. Includes 2-1/2" (63.5mm), 1-1/4" (31.75mm) & 7/8" (22mm) suction wands and one each short and long wash-down guns. The LX package bundles the light bar with arrow board, 45' (14 M) auxiliary hydraulic hose reel for operation of hydraulic power tools and 24" (61cm) X 18" (46cm) x 18" (46cm) aluminum job box. Domestic destination and freight charges included. **Includes a Recon controller.**	1	EA	59,250.00	59,250.00
2 79-413-00	Hemisphere XF-100 Hybrid GPS solution; provides navigation accuracy within Vitals software, but "Submeter" accuracy when running the included PocketMax post-processing software.	1	EA	1,850.00	1,850.00
				Quote Total (USD)	\$61,100.00

Thank you for the opportunity to quote your application needs. If you have any questions or if I may be of any further assistance to you please do not hesitate to notify me.

(SALES TAX!!!) We collect sales tax in all but the following states: AK, DE, MT, OR and NH. If you are tax exempt please supply your identification number and certificate with your order. If your exempt number is not on file, tax will be added to your order.

Ken Redding
 Utility Technical Sales Rep
 815-943-4785 x2773
 kredding@ehwachs.com

Please refer to our website for terms and conditions.

**E.H. WACHS®**

A Division of ITW

Superior Equipment. Complete Support.™

Water Utility Products
 466 Comanche Circle | Harvard, IL 60039
 T: +1.815.943.4785 | F: +1.815.943.5098
 ehwachs.com

Quotation

Page 1 of 2

TO: Graeme Gardiner
 City of Port Orange
 402 Oak St.
 Port Orange, FL 32127

Date: 10/29/2014
 Quotation Number: KR73192
 Payment Terms: Net 30 Days
 Shipping Terms: FOB Harvard
 Valid Through: 12/28/2014

E.H. Wachs is pleased to offer the following quotation.

Item Number	Description	Qty	U/M	Unit Price (USD)	Line Total (USD)
1 79-416-00	H2 Toughbook: Windows 7 Pro, Intel Core i5 processor, 10.1" sunlight-viewable touch/digitizer screen, high capacity Shock Mounted HDD, minimum 4GB Ram, Intel WiFi a/b/g/n, Bluetooth, 2MP camera with dual LED light, 2D Barcode Scanner, GPS (2 - 5 m accuracy), Sealed all weather design, IP65 & MIL-STD-810G certified.	1	EA	4,639.00	4,639.00
2 79-416-20	H Series Valve Exerciser Docking Cradle Kit - Lightweight cradle is made from polycarbonate plastic with standard key lock for security. Includes tactile mount assembly for securing to ERV-750 or TM-6/7 and Communication Cable.	1	EA	625.00	625.00
3 79-430-00	InfraMAP Enterprise with Vitals: Software system for editing and updating infrastructure data (this version would be used in conjunction with the valve turner). 10% multi-seat discount applies to license number 26+ (any combination of Enterprise or Standard).	1	EA	5,499.00	5,499.00
4 79-430-01	InfraMAP Standard: Software system for viewing infrastructure data (this version should be used in office or supervisor locations). 10% multi-seat discount applies to license number 26+ (any combination of Enterprise or Standard).	1	EA	2,999.00	2,999.00
5 79-430-10	Implementation (GIS) of infraMAP Software. Includes formatting and configuration of customer's existing GIS based data; integration and setup for one department (~3 inspection forms) of infraMAP.	1	EA	4,000.00	4,000.00
6 79-430-15	Field training - 2 day program. Training topics range from field operation of the mechanical systems (like hydro-excavation and Valve operator; to training of computerized controllers and preventive maintenance software (like VITALS and infraMAP. Field crews and participants will be shown, in detail, standard procedures for safe and efficient operation and use of valve maintenance tools.	1	EA	3,750.00	3,750.00
				Quote Total (USD)	\$21,512.00



E.H. WACHS®

A Division of TTW

Superior Equipment. Complete Support.™

Water Utility Products

465 Comanche Circle | Harvard, IL 60033

T: +1.815.943.4785 | F: +1.815.943.5098

ehwachs.com

Quotation

Page 2 of 2

TO: Graeme Gardiner

Date: 10/29/2014

Quotation Number: KR73192

We will prepay and add shipping charges to your order, or we can ship collect via your choice of carrier service. If you have any questions please feel free to call Shannon Gooch at 847-778-8824 cell or call me at 815-943-4785 x2773. Thanks.

(SALES TAX!!!!) We collect sales tax in all but the following states: AK, DE, MT, OR and NH. If you are tax exempt please supply your identification number and certificate with your order. If your exempt number is not on file, tax will be added to your order.

Please reference this quote number when placing your order. Thank You.

Ken Redding
Utility Technical Sales Rep
815-943-4785 x2773
kredding@ehwachs.com

Fontane, Jeff

From: Gomez, Joseph
Sent: Tuesday, November 18, 2014 3:18 PM
To: Fontane, Jeff
Subject: RE: Equipment Purchase - Valve Maintenance Trailer

Yes. Should Mr. Harden ask me, I will explain it to him. Thanks

Joseph A. Gomez, Purchasing Manager
City of Port Orange, FL
386-506-5704
jgomez@port-orange.org

From: Fontane, Jeff
Sent: Tuesday, November 18, 2014 3:15 PM
To: Gomez, Joseph
Subject: RE: Equipment Purchase - Valve Maintenance Trailer

So are we ok to proceed with the documentation we have?

From: Gomez, Joseph
Sent: Tuesday, November 18, 2014 3:14 PM
To: Fontane, Jeff
Subject: RE: Equipment Purchase - Valve Maintenance Trailer

In this particular case, I believe if I read correctly, EJ Walsh is the manufacturer for this item. Mr. Harden does not like to piggyback on contracts that have only one bid, but this would be an exception I would support, since no one else can provide this specific product. Therefore, a bid tabulation serves no purpose since it was an only bid.

Thanks

Joseph A. Gomez, Purchasing Manager
City of Port Orange, FL
386-506-5704
jgomez@port-orange.org

From: Fontane, Jeff
Sent: Tuesday, November 18, 2014 3:05 PM
To: Gomez, Joseph
Subject: FW: Equipment Purchase - Valve Maintenance Trailer

In regards to the valve exercising machine, E.J. Wash's was the lone bid. Does that satisfy the need for a bid tabulation?

From: Steven Juengst [<mailto:sjuengst@hollyhillfl.org>]
Sent: Tuesday, November 18, 2014 2:57 PM
To: Fontane, Jeff
Subject: Re: Equipment Purchase - Valve Maintenance Trailer

Good afternoon Jeff,

This project was advertised and invitations solicited, but indeed, EH Wachs was the lone bid.

Regards,

Steve Juengst
City of Holly Hill
(386) 248-9463
(386) 248-9499 (fax)
sjuengst@hollyhillfl.org

On Tue, Nov 18, 2014 at 2:00 PM, Fontane, Jeff <jfontane@port-orange.org> wrote:

Steven, is there a bid tabulation sheet or was EJ Wachs the only bidder? My purchasing manager is requesting a bid tabulation sheet since it was a formal bid. Thanks.

From: Steven Juengst [mailto:sjuengst@hollyhillfl.org]
Sent: Friday, November 14, 2014 12:04 PM
To: Fontane, Jeff
Subject: Equipment Purchase - Valve Maintenance Trailer

Good morning,

Per your request, attached to this email is the bid packet received from EH Wachs for the purchase of a valve maintenance trailer. No additional formal contract was required aside from the issuance of a Purchase Order from the City.

Please let me know if any additional documentation is needed.

Best regards,

Steve Juengst
City of Holly Hill
(386) 248-9463
(386) 248-9499 (fax)
sjuengst@hollyhillfl.org

Fontane, Jeff

From: Steven Juengst <sjuengst@hollyhillfl.org>
Sent: Friday, November 14, 2014 12:04 PM
To: Fontane, Jeff
Subject: Equipment Purchase - Valve Maintenance Trailer
Attachments: EH Wachs Bid - Valve Maintenance Trailer 2-13-14 (1).pdf

Good morning,

Per your request, attached to this email is the bid packet received from EH Wachs for the purchase of a valve maintenance trailer. No additional formal contract was required aside from the issuance of a Purchase Order from the City.

Please let me know if any additional documentation is needed.

Best regards,

Steve Juengst
City of Holly Hill
(386) 248-9463
(386) 248-9499 (fax)
sjuengst@hollyhillfl.org

Florida has a very broad Public Records Law. Virtually all written communications to or from State and Local Officials and employees are public records available to the public and media upon request. The City of Holly Hill's policy does not differentiate between personal and business emails. This means email messages, including your e-mail address and any attachments and information we receive online might be disclosed to any person or media making a public records request. E-mail sent on the City system will be considered public and will only be withheld from disclosure if deemed confidential or exempt pursuant to State Law. If you are an individual whose identifying information is exempt under 119.071, Florida Statutes, please so indicate in your email or other communication. If you have any questions about the Florida public records law refer to Chapter 119 Florida Statutes.

**CITY OF HOLLY HILL,
FLORIDA**

**EQUIPMENT PURCHASE:
VALVE MAINTENANCE TRAILER**



PREPARED:

January 2014

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Equipment Specifications.....	0400



EQUIPMENT PURCHASE: VALVE MAINTENANCE TRAILER

SUBMIT BIDS TO: City of Holly Hill 1066 Ridgewood Avenue Holly Hill, FL 32117 Attn: CITY CLERK	REQUEST FOR PROPOSALS
Contact: Jacki Maswary Community Services Director 386-248-8435 - Phone 386-248-8448 - Fax jmaswary@hollyhillfl.org	Equipment Purchase: Valve Maintenance Trailer
Mandatory Pre-Bid Date: N/A Pre-Bid Time:	Location of Pre-Bid Conference: N/A
Bid Due Date: February 13, 2014 Bid Due Time: 2:00 PM	Location of Public Opening: City of Holly Hill City Hall Room 227, Large Conference Room 1066 Ridgewood Avenue Holly Hill, FL 32117
Bidder's Name: E.H. Wachs	Federal Employer ID Number or SS Number: 36-1258310
Mailing Address: 455 Comanche Circle Harvard, IL 60033	If returning as a "No Submittal", state reason (if so, return only this page):
City, State, Zip:	
Type of Entity: (Circle one) ☒ Corporation Partnership ☐ Proprietorship Joint Venture	X  Authorized Signature (Manual)
Incorporated in the State of: Delaware	
Telephone Number: 815-943-4786	Typed Name: Jeff Swiatowy
Toll Free Telephone Number: (800) 323-8186	Title: Business Unit Manager
Fax Number: 815-943-5098	Date: 02/07/2014

THIS FORM MUST BE COMPLETED AND RETURNED AS THE COVER SHEET OF YOUR BID

The BIDDER is expected to completely analyze the information contained in these Bid Documents. It is the bidder's sole responsibility to ensure understanding of the proposed work requirements.

**INVITATION TO BID
CITY OF HOLLY HILL, FLORIDA
EQUIPMENT PURCHASE: VALVE MAINTENANCE TRAILER**

Notice is hereby given that the City of Holly Hill, Florida is accepting bids for **EQUIPMENT PURCHASE: VALVE MAINTENANCE TRAILER**. Bids will be accepted by the City of Holly Hill, 1085 Ridgewood Avenue, Holly Hill, Florida 32117, *until 2:00 p.m. on February 13, 2014*, at which time and place all bids received shall be publicly opened and read aloud in the City Hall.

The City of Holly Hill is seeking bids from qualified vendors to provide the City of Holly Hill with a Trailer-Mounted Valve Maintenance Machine as manufactured by E.H. Wachs, or an approved equivalent, in accordance with the equipment specifications. The City of Holly Hill reserves the right to make the final decision on an acceptable equivalent, and the City may require Bidder to furnish, at Bidder's expense, additional data about the proposed equivalent product as part of the approval process.

Specification documents may be obtained from the Community Services Director: City of Holly Hill, Attn: Jacki Maswary, 1085 Ridgewood Avenue, Holly Hill, FL 32117 or via email jmaswary@hollyhillfl.org. Documents will be available to those interested in bidding beginning Tuesday, January 21, 2014 during the City's regular business hours: Monday – Friday, 8:00 a.m. – 5:00 p.m. Bids will only be accepted from bidders listed on the plan holders list.

Any addenda to these documents will be issued via electronic mail. It is the responsibility of the bidder to provide a valid email address for correspondence and to confirm that all addenda have been received prior to submitting a proposal. All questions shall be directed in writing only to the Community Services Director: City of Holly Hill, Attn: Jacki Maswary, 1085 Ridgewood Avenue, Holly Hill, FL 32117, Email: jmaswary@hollyhillfl.org. All questions must be received no later than 4:00 p.m. on February 7, 2014.

The City of Holly Hill is not responsible for the U.S. mail or private carriers or messengers in regards to mail being delivered by the specified time so that a proposal can be considered. No bids received after the time and date specified for the opening will be considered. The City of Holly Hill, Florida reserves the right to reject any and all bids, to waive any and all non-substantial irregularity in proposals reviewed, whenever such rejection or waiver is in the best interest of the City.

Bids shall be addressed to City Clerk, City of Holly Hill, 1085 Ridgewood Avenue, Holly Hill, Florida 32117, in a sealed envelope plainly marked on the outside: **"EQUIPMENT PURCHASE: VALVE MAINTENANCE TRAILER"**.

**CITY OF HOLLY HILL
VOLUSIA COUNTY, FLORIDA
s/ James McCroskey
City Manager**

**Section 1 -
Instructions to Bidders**

EQUIPMENT PURCHASE: VALVE MAINTENANCE TRAILER

Submit Bid To:
City of Holly Hill
City Clerk
1065 Ridgewood Avenue
Holly Hill, FL 32117

Location of Public Opening:
City of Holly Hill City Hall
Room 227, Large Conference Room
1065 Ridgewood Avenue
Holly Hill, FL 32117

Contact:
Jacki Maswary, Community Services Director
City of Holly Hill
jmaswary@hollyhillfl.org

Schedule:
Mandatory Pre-Bid Date: N/A
Mandatory Pre-Bid Time: N/A

Last Day for Questions: February 7, 2014 at 4:00 pm

Bid Due Date: February 13, 2014
Bid Due Time: 2:00 PM

CONTACT: All prospective Bidders are hereby instructed not to contact any member of the City of Holly Hill City Commission, City Manager, or City of Holly Hill staff members other than the noted contact person regarding this Bid or their bid at any time prior to the posting on the website of the final evaluation and recommended ranking by City staff for this project. Any such contact shall be cause for rejection of your bid.

PUBLIC OPENING: Bids shall be received by the City Clerk at the above referenced address by the specified time and date. As soon as possible thereafter the names of the Bidders shall be read aloud at the specified location. Persons with disabilities needing assistance to participate in the Public Opening should call the City Clerk at least 48 hours in advance of the Public Opening at 386-248-9441.

DELAYS: The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify Bidders of all changes in scheduled due dates by emailing plan holders.

BID SUBMISSION AND WITHDRAWAL: The City will receive bids at the above address. The outside of the envelope/container must be identified with the bid number and title as stated above. The envelope/container must also include the bidder's name and return address.

BID BOND: N/A

PERFORMANCE AND PAYMENT BOND: N/A

Bids received after the specified time and date shall be returned unopened. The time and date will be scrupulously observed. The City will not be responsible for late deliveries or delayed mail. The time/date stamp clock located at the desk of the City Clerk shall serve as the official authority to determine lateness of the bid.

The City cautions Bidders to assure actual delivery of mailed or hand-delivered bids prior to the deadline set for receiving bids. Telephone confirmation of timely receipt of the bid may be made by calling 386-248-9441, before the 2:00pm deadline.

Bidders shall submit **TWO (2) COMPLETE SETS** of the complete bid with all supporting documentation in a sealed envelope/container marked as noted above. The Bidder may submit the bid in person or by mail. Bidders may withdraw their bids by notifying the City in writing at any time prior to the time set for the bid deadline.

Bidders may withdraw their bids in person or through an authorized representative. Bidders and authorized representatives must disclose their identity and provide a signed receipt for the bid. Bids, once opened, become the property of the City and will not be returned to the Bidders.

INQUIRIES: All Bidders shall carefully examine the Bid documents. Any ambiguities or inconsistencies shall be brought to the attention of the City of Holly Hill in writing prior to the due date. Failure to do so, on the part of the Bidder, shall constitute an acceptance by the Bidder of any subsequent decision. Any questions concerning the intent, meaning and interpretations of the Bid documents shall be requested in writing, and received by the Community Services Director, Jacki Maswary, 1065 Ridgewood Avenue, Holly Hill, FL 32117, via Email: jmaswary@hollyhillfl.org. The City will not be responsible for any oral instructions made in regard to this bid.

ADDENDA: Should revisions to the bid documents become necessary the City will email contractors who are registered plan holders. All Bidders should contact the designated contact at least three (3) calendar days before the date fixed to verify information regarding Addenda. Failure to do so could result in rejection of the bid as unresponsive. Bidder shall sign, date, and return all addenda with their Bid. It is the sole responsibility of the Bidder to ensure he/she obtains information related to Addenda.

SELECTION PROCESS AND AWARD: The award will be made to the lowest priced, responsive, responsible Bidder consistent with the process and award criteria herein. The City reserves the right to accept any Bid or combination of Bid alternates which, in the City's judgment, will best serve the City's interest. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit price. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. The Bidder(s) understands that this Bid does not constitute an agreement or a contract with the Bidder. The City reserves the right to reject all bids, to waive any formalities, to solicit and re-advertise for new bids or to abandon the project in its entirety. In evaluating Bids, the City shall consider the information provided by the Apparent Low Bidder as described in these "INSTRUCTIONS TO BIDDERS". Any of the following causes may be considered as sufficient grounds for disqualification of a Bidder or the rejection of a Bid:

(a) Submission of more than one (1) Bid for the same Work by any entity under the same or different names.

- (b) Evidence of collusion among Bidders.
- (c) Submission of an unbalanced Bid in which prices quoted for some items are out of proportion to the prices quoted for other or similar items in the same Bid.
- (d) Lack of responsibility as shown by past Work from the standpoint of life safety including, but not limited to, strict adherence to all maintenance of traffic requirements of the City, workmanship, progress and financial irresponsibility.
- (e) Uncompleted Work for which the Apparent Low Bidder is committed by contract which might hinder or prevent the prompt completion of Work under this Bid if an Agreement would have been awarded to the Apparent Low Bidder.
- (f) Falsification of any entry made on the Bid Documents shall be deemed a material irregularity and will be grounds, at the City's option, for disqualification of the Apparent Low Bidder or rejection of the Bid.
- (g) Non-compliance with the submittal requirements of these Instructions to Bidders.
- (h) This section shall be construed liberally to benefit the public and not the Apparent Low Bidder; however, any other evidence which may hinder or otherwise delay completion of the Project may be grounds for disqualification.

AWARD CRITERIA: The recommendation of award will be based on, but not limited to the following criteria:

- (a) The ability, capacity and skill of the Apparent Low Bidder to perform the Work.
- (b) Whether the Apparent Low Bidder can perform the Work promptly, or within the time specified, without delay or interference.
- (c) The character, integrity, reputation, judgment and efficiency of the Apparent Low Bidder.
- (d) The quality of performance of previous contracts or services to the City of Holly Hill or any other agency or client.
- (e) The previous and existing compliance by the Apparent Low Bidder with Purchasing & Contracts Management procedures, the life safety requirements of the City and other laws, ordinances and regulations.
- (f) The sufficiency of the financial resources and ability of the Apparent Low Bidder to perform the Work.
- (g) The quantity, availability and adaptability of the Apparent Low Bidder to perform the Agreement or service to the particular needs of the City.
- (h) The ability of the Apparent Low Bidder to retain employees for the purpose of this Work.
- (i) The experience of the Apparent Low Bidder performing in a similar manner as required by this Agreement.
- (j) The type, structure and experience of the local or branch management proposed.
- (k) Quality Control Program.
- (l) Claims and Litigation filed against the Apparent Low Bidder or filed by the Apparent Low Bidder for equitable adjustment, contract claim or litigation in the past five years.
- (m) Reprimand of any nature or suspension by the Department of professional Regulation or any other regulatory agency or professional association within the last five years.
- (n) At the time of opening and immediate review of the bid submittals, the City reserves the right to request all required forms/attachments (other than the bid form) that may have not been submitted at the time of submittal. The respondent shall have twenty-four (24) hours to supply this information to the City for their bid to be considered valid.

LOCAL BIDDER PREFERENCE:

To account for the financial advantages accruing to the City by the award of a contract to a local business or county business, the City has adopted through Ordinance 2920 a local bidder preference, Code of Ordinances Section 30-78. A bid/proposal from a local business shall receive bid preference in an amount not to exceed five percent of the local business' total bid price if the cost differential does not exceed \$25,000.00 for procurement activities in amounts over \$25,000.00. A bid/proposal from a county business shall receive bid preference in an amount not to exceed three percent of the local business' total bid price if the cost differential does not exceed \$15,000.00 for procurement activities in amounts over \$25,000.00. The City, when seeking bids or proposals for commodities or equipment, will notify bidders or proposers that bids or proposals will be evaluated on the basis of this local bidder preference.

A "local business" means a vendor or contractor which has a place of business (other than a post office box) within the City Limits and has a valid, current business tax receipt issued by the City. To qualify as a local business the vendor shall submit with its bid/proposal a completed City of Holly Hill affidavit that documents the following: the business has paid its City of Holly Hill local business tax at least 12 months prior to the opening of the bid/proposal, does business in the Holly Hill community, maintains a physical business address located within the jurisdictional limits of the City of Holly Hill. The affidavit is included in the bid/proposal solicitation or a copy can be obtained by accessing the Bidding Opportunities section of the City web site. In order to be considered under the Local Bidder Preference, this affidavit is required to be submitted each time a local business submits a bid/proposal.

A "county business" means a vendor or contractor which has a place of business (other than a post office box) within the County Limits and has a valid, current business tax receipt issued by the City of its permanent address. To qualify as a county business the vendor shall submit with its bid/proposal a completed City of Holly Hill affidavit that documents the following: the business has paid its local business tax to the City of its permanent residence at least 12 months prior to the opening of the bid/proposal, does business in the Volusia County community, maintains a physical business address

located within the jurisdictional limits of Volusia County. The affidavit is included in the bid/proposal solicitation or a copy can be obtained by accessing the Bidding Opportunities section of the City web site. In order to be considered under the Local Bidder Preference, this affidavit is required to be submitted each time a county business submits a bid/proposal.

BID PREPARATION COSTS: Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Bid. Bidders should prepare their bids simply and economically, providing a straightforward and concise description of the Bidder's ability to meet the requirements of the Bid.

ACCURACY OF BID INFORMATION: Any Bidder which submits in its bid to the City any information which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.

EQUIVALENT MATERIALS AND EQUIPMENT: Whenever Materials or Equipment are specified or described in the Specifications by using the name of a proprietary item or the name of a particular Supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, Materials or Equipment of other Suppliers may be accepted by the City if sufficient information is submitted by Applicant to allow the City to determine that the material or Equipment proposed is equivalent to that named.

Requests for review of substitute items of material and Equipment will not be accepted by the City from anyone other than Applicant. If Applicant wishes to furnish or use a substitute item of material or equipment Applicant shall indicate this action with his solicitation, make written application to the City for acceptance thereof, certifying that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equal substance to that specified and be suited to the same use and capable of performing the same function as that specified.

All variations of the proposed substitute from that specified shall be identified in the solicitation and the Applicant is responsible for any expense incurred by the City from evaluation and acceptance of the proposed substitute, including claims of other Applicants affected by the resulting substitute, all of which will be considered by the City in evaluating the proposed substitute. The City may require Applicant to furnish, at Applicant's expense, additional data about the proposed substitute.

The City shall be the sole judge of acceptability, and no substitute shall be ordered without the City's acceptance. However, the City reserves the right to reject any proposed substitute which would result in an increase in Contract Price and the City may require Applicant to furnish at Applicant's expense a special performance guarantee or other Surety with respect to any substitute. If approval is given, Applicant shall not be excused from performing in conformity with the requirements of the Contract Documents.

Applicant assumes sole responsibility for verifying that the proposed substitute items are in accordance with the requirements of the Contract Documents, and that the specifications and all other features of substitute items are suitable for their intended purpose.

INSURANCE: Misrepresentation of any material fact, whether intentional or not, regarding the Bidder's insurance coverage, policies or capabilities may be grounds for rejection of the bid and rescission of any ensuing contract. Copy of the insurance certificate shall be furnished to the City prior to commencement of Work.

LICENSES: Bidders, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the State of Florida at the time of submittal of Bid. Should the Bidder not be fully licensed and certified, its bid shall be rejected. Any permits, licenses, or fees required shall be the responsibility of the Bidder. No separate or additional payment will be made for these costs. Adherence to all applicable code regulations, Federal, State, County, City, etc., are the responsibility of the Bidder.

POSTING OF BID AWARD: Recommendation for award will be posted for review by interested parties at the City Clerk's bulletin board and the City's Web page (www.hollyhillfl.org) as part of the commission's agenda packet prior to submission through the appropriate approval process.

BID PROTEST: Bid protests arising under City Bidding Documents or Procedures shall be resolved under the City of Holly Hill Purchasing & Contract Bid Protests procedures. A vendor/bidder may protest matters involving the award of any contract any time prior to its award by contacting the Purchasing Manager in writing and articulating the alleged basis for the protest. The decision of the Purchasing Manager may be appealed to the City Manager by filing a written appeal with the City Manager within seven (7) days of the decision. The decision of the City Manager may be appealed to the City Commission by filing a written appeal with the City Clerk within seven (7) days of the City Manager's decision. The same procedures above for bid protests shall apply to the contest of a contract award.

PUBLIC RECORDS: Upon award recommendation or ten (10) days after opening, bids become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Bidders must invoke the exemptions to disclosure provided by law in the response to the Bid, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The City will be the sole judge in evaluating compliance with Public Records Law.

PROHIBITION AGAINST CONTINGENT FEES: It is unethical for a person to be retained, or to retain any company or person, other than a bonafide employee working solely for the Bidder to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bonafide employee working solely for the Bidder, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

ACCEPTANCE / REJECTION: The City reserves the right to accept or reject any or all bids, in whole or in part, and to make the award to those Bidders, who in the opinion of the City will be in the best interest of and/or the most advantageous to the City. The City reserves the right to reject the bid of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in the City's opinion, is not in a position to perform properly under this award. The City reserves the right to inspect all facilities of Bidders in order to make a determination as to the foregoing. The City reserves the right to waive any irregularities, informalities, and technicalities and may, at its discretion, request a re-procurement.

ADDITIONAL TERMS AND CONDITIONS: Unless expressly accepted by the City, only the terms and conditions in this document shall apply. No additional terms and conditions included with the bid response shall be considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this bid if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Bid Documents are the only conditions applicable to this bid and the Bidder's authorized signature on the Bid Response Form attests to this. Exceptions to the terms and conditions will not be accepted.

RESPONSIBILITY: A Bidder must have at the time of bid opening, a manufacturing plant in operation, or be a fully authorized agent or representative of the product bid, and capable of producing or providing the items bid, and follow-up parts and service, including any warranty services as applicable, and so provide such certification upon request. The City reserves the right, before award, to require a Bidder to submit such evidence of his qualifications as it may deem necessary, and may consider any evidence available such as financial, technical, and other qualifications and abilities of the Bidder, including past performance (experience) with the City. This information will be used to determine the Bidder's responsibility.

BIDS TO REMAIN FIRM: All Bids shall remain firm for a minimum of one hundred twenty (120) days after the day of the Bid opening to allow for the evaluation and selection process and proper execution of the Agreement. Extensions of time when Bids shall remain opened beyond the one hundred twenty (120) day period may be made only by mutual agreement between The City. The successful Contractor must maintain the bid prices firm for a minimum of one (1) year after the contract is executed. No cost increase will be authorized during the first year of the agreement.

DELIVERY: Unless actual date is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order or contract in space provided. Delivery time may be a basis for making of award. Delivery shall be during the normal working hours of the user department, Monday through Friday, unless otherwise specified and incorporated into contract or purchase order document. Delivery shall be to the location specified in the bid specifications. F.O.B. POINT: The F.O.B. point shall be destination. Bid responses showing other than F.O.B. Destination will not be accepted. The prices bid shall include all costs of loading, transporting, delivery and to designated point(s) within the City.

PURCHASING PROCEDURES: The Purchasing Division procedures apply in their entirety with respect to this Bid.

AFFIRMATION: By submission of a bid, Bidder affirms that his/her bid is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services, and is all respects fair and without collusion or fraud. Bidder agrees to abide by all conditions of this Invitation To Bid and the resulting contract.

MISTAKES IN BID: Bidders are expected to examine the terms and conditions, specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. Failure to do so will be at Bidder's risk. Written amounts shall take precedence over numerical amounts. Bids having erasures or corrections must be initialed in ink by the Bidder.

DISQUALIFICATION OF BIDDER: More than one bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is involved in more than one bid submittal will be cause for rejection of all bids in which such Bidders are believed to be involved. Any or all bids will be rejected if there is reason to believe that collusion exists between Bidders. Bids in which the prices obviously are unbalanced will be subject to rejection.

QUANTITIES: The City will not be held to any maximum or minimum purchase quantities as a result of this solicitation and/or resulting contract. The City reserves the right to purchase any, all, or none, of its requirements from vendors awarded a contract as a result of this solicitation. All quantities as shown are approximate and no guarantee is made.

GOVERNMENTAL RESTRICTIONS: In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the Bidder to notify the Purchasing And Contracts Management Division at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The City reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES: All Applicants submitting a response to this solicitation agree that such response also constitutes a submittal to all governmental agencies within the State of Florida, under the same conditions, for the same contract price, and for the same effective period as this proposal, should the Applicant feel it is in their best interest to do so.

Each governmental agency desiring to accept these submittals, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this solicitation.

This agreement in no way restricts or interferes with the right of any governmental agency to resolicit any or all items.

Non-Appropriation of Funds: In the event that insufficient funds are appropriated and budgeted or funding is otherwise unavailable in any fiscal period for this Project, then the City, shall have the unqualified right to terminate the PURCHASE ORDER(s) or Agreement upon written notice to the Consultant, without any penalty or expense to the City. No guarantee, warranty or representation is made that any particular work or any project(s) will be assigned to any firm(s).

**Section 2 –
Instructions for the Preparation of Bids**

The Bidder(s) warrants its response to this Invitation to Bid to be fully disclosed and correct. The firm must submit a bid complying with this invitation to Bid, and the information, documents and material submitted in the bid must be complete and accurate in all material aspects.

Bidders are advised to carefully follow the instructions listed here in order to be considered fully responsive to this Bid. Bidders are further advised that lengthy or overly verbose or redundant submissions are not necessary. Compliance with all requirements will be solely the responsibility of the Bidder. Failure to provide requested information may result in disqualification of response.

REQUIRED SUBMITTALS:

Cover Page (shall be Page # 1 of Package):

Include:

- Name of Individual, Partnership, Company, or Corporation submitting bid.
- Signature(s) of representative(s) legally authorized to bind the Bidder.
- Address, Telephone Number, Fax Number and all required information.

Contract Sum: The Bidder shall use the Contract Sum forms included in the Bid Documents. Bids not submitted on the attached form shall render the Bid unresponsive. Bidders shall provide a price for all items listed on the Contract Sum form.

Attachments:

Conflict of Interest Statement (Attachment A): Complete the form included in this package.

Compliance with the Public Records Law (Attachment B): Complete the form included in this package.

Bidder's Certification (Attachment C): Complete the form included in this package.

Request for Taxpayer Identification Number: W-9 (Attachment D): Complete the form included in this package.

Identical Tie Proposal (Attachment E): Complete the form included in this package.

Local Bidder Preference Affidavit (Attachment F):

Complete the form included in this package for the City of Holly Hill Local Bidder Preference, Affidavit of Eligibility for either the Local Business or County Business.

Section 3
Bid Forms, Statements, Affidavits

FORMS MUST BE COMPLETED AND RETURNED WITH YOUR BID

CONTRACT SUM**PROJECT: EQUIPMENT PURCHASE: VALVE MAINTENANCE TRAILER**Name of Bidder: E.H. WachsMailing Address: 455 Comanche Circle

Street Address: _____

CITY/State/Zip: Harvard, IL 60033Phone Number: (815) 943-4785FAX Number: (815) 943-5098**ALL PRICES F.O.B. HOLLY HILL**

Pursuant to and in compliance with the Invitation To Bid, Instructions to Bidders, and the other documents relating thereto, the undersigned Bidder, having familiarized themselves with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the places where the Work is to be done, hereby proposes and agrees to deliver materials/services in a workmanlike manner and in strict conformity with Contract Documents, including Addenda Nos. _____ through _____, on file at the City Clerk's Office for the amount hereinafter set forth.

The undersigned, as Bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corporation; and he proposes and agrees, if the bid is accepted, that he/she will execute an Agreement with the City in the form set forth in the Contract Documents; that he/she will furnish the required Insurance Certificates.

Item No.	Description	Qty.	Unit	Total
	Base Bid:			
1.	Gasoline engine powered trailer mounted valve maintenance machine as manufactured by E.H. Wachs, or an approved equivalent	1	EA	\$ 54,250.00
	TOTAL BID:			\$ 54,250.00
	Bid Alternative 1:			
2.	Diesel engine powered trailer mounted valve maintenance machine as manufactured by E.H. Wachs, or an approved equivalent	1	EA	\$ 59,250.00
	TOTAL BID ALTERNATE 1:			\$ 59,250.00
	Bid Alternative 2:			
3.	Submeter GPS solution as manufactured by Hemisphere, or an approved equivalent.	1	EA	\$ 1,850.00
	TOTAL BID ALTERNATE 2:			\$ 1,850.00
	Bid Alternative 3:			
4.	Item #1 (gasoline engine powered trailer mounted valve maintenance machine) with Item #3 (submeter GPS solution)			\$ 56,100.00
	TOTAL BID ALTERNATE 3:			\$ 56,100.00

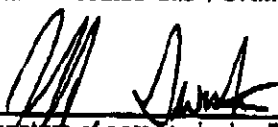
	Bid Alternative 4:			
5	Item #2 (diesel engine powered trailer mounted valve maintenance machine) with Item #3 (submeter GPS solution)			\$ 61,100.00
	TOTAL BID ALTERNATE 4:			\$ 61,100.00
Anticipated delivery date upon receipt of purchase order: <u>10-12 Weeks</u>				

BID PER ATTACHED SPECIFICATIONS

The City of Holly Hill reserves the right to reject all bids, to accept any Bid or any combination of Bid alternates which, in the City's judgment, will best serve the City's interest.

IN WITNESS WHEREOF, PROPOSER has hereunto executed this FORM this 10th day of February, 20 .

Ken Redding
(Name of PROPOSER)


(Signature of person signing FORM)

Jeff Swiatowy
(Printed name of person signing FORM)

Business Unit Manager
(Title of person signing FORM)

STATE OF ~~FLORIDA~~ ^{Illinois})
CITY OF Harvard) ss

10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify City of Holly Hill in writing.

Typed Name of Affiant
Business Unit Manager

Title

0300 - 4

**ATTACHMENT B
COMPLIANCE WITH THE PUBLIC RECORDS LAW**

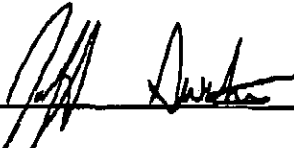
Upon award recommendation or ten (10) days after receiving, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a Qualification authorizes release of your firm's credit data to City of Holly Hill.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/Qualification package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the City in a separate envelope marked accordingly.

By submitting a response to this solicitation, the company agrees to defend the City in the event we are forced to litigate the public records status of the company's documents.

Company Name: E.H. Wachs

Authorized representative (printed): Jeff Swiatowy

Authorized representative (signature): 

Date: 02/10/2014

**ATTACHMENT C
PROPOSER'S CERTIFICATION**

I have carefully examined the Invitation to Bid, Instructions to Bidders, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Bid Document.

I hereby propose to furnish the goods or services specified in the Bid at the prices, rates or discounts quoted in my bid. I agree that my Bid will remain firm for a period of up to one hundred twenty (120) days in order to allow the City adequate time to evaluate the bids.

I agree to abide by all conditions of this bid and understand that a background investigation may be conducted by the City of Holly Hill prior to award.

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

I further certify, under oath, that this Bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a Bid for the same product or service; no officer, employee or agent of the City of Holly Hill Government or of any other Bidder interested in said proposal; and that the undersigned executed this Bidders's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Name of Business

E.H. Wachs

By:

Signature

Jeff Swiatoww/Business Unit Manager

Name & Title, Typed or Printed

455 Comanche Circle

Mailing Address

Harvard, IL. 60033

City, State, Zip Code

(815) 943-4785

Telephone Number

Sworn to and subscribed before me

This 10th day of

February 20 14

Signature of Notary

Notary Public, State of Illinois

Personally Known

-OR-

Produced Identification

Type:



General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on irs.gov/w9 for information about Form W-9. At www.irs.gov/w9, information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on this page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third-party network liability, bank, real estate transactions, mortgage interest you paid, acquisition of abandonment of secured property, cancellation of debt, or contributions you make to a charity.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct for you are waiting for a number to be issued.
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any information income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that the FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien.
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States.
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

**ATTACHMENT E
IDENTICAL TIE PROPOSALS**

In accordance with Section 287.087, Florida State Statutes, preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals that are equal with respect to price, quality, and service, are received by the State or any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that has completed a drug-free workplace program shall be given preference in the award process.

Established procedure for processing the proposals 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 prohibitions.
 - 2) Inform employees about the dangers of drug abuse in the workplace the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
 - 3) Give each employee engaged in providing the commodities or contractual services that are under Proposal a copy of the statement
 - 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to any violation of Florida Statutes or of any controlled substance law(s) of the United States or any state five (5) days after such conviction or plea.
 - 5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, any employee who is so convicted.
 - 6) Make a good-faith effort to continue to maintain a drug-free workplace through implementation of this section.
- As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



AUTHORIZED SIGNATURE

E.H. Wachs

COMPANY

02/10/2014

DATE

**ATTACHMENT F
LOCAL BIDDER PREFERENCE**

CITY OF HOLLY HILL

**AFFIDAVIT OF ELIGIBILITY
LOCAL BUSINESS**

All areas of this form are required to be completed. Incomplete forms may be rejected.

1. **LEGAL NAME OF BUSINESS:** _____
Physical Address: _____ Mailing Address (if different) _____

2. Year your business was established in the City of Holly Hill: _____
3. Business Tax Receipt Number issued by the City of Holly Hill
BTR Number: _____ Date issued: _____
4. Please provide a brief description of the nature of your business and how it relates to the community.

The undersigned states that the foregoing statements are true and correct. The City of Holly Hill reserves the right to verify all information submitted as part of this affidavit. The undersigned acknowledges that the application of Local Bidder Preference is subject to Section 30-78, Code of Ordinances.

By: _____
Signature _____
Name, Typed or Printed _____
Title, Typed or Printed _____
Mailing Address _____
City, State, Zip Code _____
Telephone Number _____

Sworn to and subscribed before me
This _____ day of _____
20_____
Signature of Notary (& Stamp) _____
Notary Public, State of _____
Personally Known _____ or
Produced Identification _____
(type of identification)

**ATTACHMENT F
LOCAL BIDDER PREFERENCE**

CITY OF HOLLY HILL

**AFFIDAVIT OF ELIGIBILITY
COUNTY BUSINESS**

All areas of this form are required to be completed. Incomplete forms may be rejected.

1. **LEGAL NAME OF BUSINESS:** _____
 Physical Address: _____ Mailing Address (if different) _____

2. Year your business was established in the City of permanent address: _____
3. Business Tax Receipt Number Issued by the City of permanent address
 BTR Number: _____ Date Issued: _____
4. Please provide a brief description of the nature of your business and how it relates to the community.

.....
 The undersigned states that the foregoing statements are true and correct. The City of Holly Hill reserves the right to verify all information submitted as part of this affidavit. The undersigned acknowledges that the application of Local Bidder Preference is subject to Section 30-78, Code of Ordinances.

By:

Signature _____

Name, Typed or Printed _____

Title, Typed or Printed _____

Mailing Address _____

City, State, Zip Code _____

Telephone Number _____

Sworn to and subscribed before me

This _____ day of _____

20____

Signature of Notary (& Stamp) _____

Notary Public, State of _____

Personally Known _____ or

Produced Identification _____
 (type of identification)

EQUIPMENT SPECIFICATIONS

Article I – Intent of Purchase

1. The City of Holly Hill is requesting sealed bids to supply a trailer mounted valve maintenance machine as manufactured by E.H. Wachs, or an approved equivalent. Accessories not specifically mentioned, but necessary to furnish a complete unit ready for use, shall be included. Unit shall be standard proven model of manufacturer's latest current production with additional and/or alternate features outlined herein. Unit shall not be materially modified or augmented.
2. Substitutions: Equivalent products to those specified will be considered. Bidders who substitute equivalent products must provide detailed information to validate equivalency. The City may require Bidder to furnish, at Bidder's expense, additional data about the proposed equivalent product. The City reserves the right to make the final decision on an acceptable equivalent.
3. The City of Holly Hill is a tax exempt entity. No tax shall be included in the bid. Tax exemption information shall be furnished to the successful bidder upon request.

Article II – Product Description

1. Gasoline Engine Powered Valve Maintenance Trailer
 - a. Valve Exercising Equipment
 - i. Extended Reach Valve Operator: 750 ft./lb. extended reach valve operator with telescoping valve key. Articulating arm utilizing intelligent automation to control torque, direction and turns. Twin arms (one telescoping) to provide 13 ft reach over 270 degrees of freedom while hydraulic disk brakes safely secure exerciser. Arm shall be constructed of 3" square steel tube and powder coated.
 - ii. Intelligent Automation: Unit shall utilize intelligent automation technology to safely and effectively turn valve using AWWA recommended guidelines. This technology will protect the operators by keeping "hands off" machine while exercising valves as well as protecting valves by not assuming size, direction, or current position. With the programming and sensors, the machine will automatically stop the rotation and reverse in half turn increments as to flush calcification from valve gate. The automated system shall always allow exercise of the valve at the minimum torque required to turn, then automatically lower preset threshold once rotation begins so the impact at the end of valve travel is as soft as possible.
 - iii. Recon Controller: Unit shall have ruggedized PDA style handheld controller to operate and collect data. Rugged handheld controller shall have a bright touch screen and be water resistant and meet military specifications.
 - iv. Data Management: System shall enable full data logging and synchronization between the Recon Controller and desktop software. System shall allow importing of existing data labels and categories with user defined fields. System shall be compatible with VITALS software and the City's GIS software.
 - b. Engine/ Controls
 - i. Engine: Unit shall come with a Kohler 27 HP (20.1 KW) gasoline powered overhead cam air cooled engine.
 - ii. Controls: Included shall be digital tachometer, engine hour meter, volt meter, vacuum gauge, spoils dump switch, spoils door switch, water/vacuum selector switch, arrow board control and service light switch.
 - c. Pumps
 - i. Vacuum Pump: Shall be clutch operated, dual belt drive, and positive displacement rotary lobe (roots type) blower. Vacuum performance of 500 CFM (14 CMM) at 11 inches of Hg (37.2 kPa). Velocity rating of 10,185 FPM (3,104 MPM) through 3" (76 mm) hose.
 - ii. Pressure Washer Pump: Shall be clutch operated, dual belt drive, 2.6 GPM at 3,000 PSI (206 bar). 3 gallon antifreeze tank with two position selector valve.

- d. **Hydraulic System**
 - i. System shall be a direct coupled pump rated at 8 GPM at 1,800 PSI continuous duty. 10 gallon hydraulic reservoir with thermostat controlled fan cooled heat exchanger. Instrumentation shall include an oil level gauge, temperature gauge, pressure gauge and selector valve switching to a HTMA class II auxiliary hydraulic circuit.
- e. **Spoils - Rear Discharge**
 - i. Debris Holding Tank: Shall be 250 gallon holding capacity. Top hinged full opening dump door with twin hydraulic remote operation door latches, sure seal square gasket, vacuum break valve, 6" (152 mm) mechanical ball shut-off, and 3" (76 mm) dump valve.
 - ii. Filtration: Staged filtration shall consist of heavy duty material drop out debris tank and self-contained multi-stage filter canister with a 10 micron polyester reusable cartridge. All filters shall be washable and reusable.
 - iii. Dumping: Shall be twin cylinder, electric over hydraulic dump system. The slide and tip system shall move the tank out before tilting to clear the truck/trailer bed for dumping, then shall lift to 55 degrees to drop debris.
 - iv. Hose and Wands: Unit shall include 3" x 20' suction hose with 2 1/2", 1 1/2", and 7/8" x 8' long steel suction wands.
- f. **Pressure Washer**
 - i. Water Tank: Shall be 90 gallon clean water holding tank with 8" fill neck.
 - ii. Hose and Wands: Unit shall include 50' hose on spring rewind hose reel using quick disconnects to change between two included wands; one with a zero degree nozzle for digging and one 45 degree, fan wash down "shorty" wand.
- g. **Trailer**
 - i. Frame: Unit shall be mounted to a 7,000 lb GVWR trailer with single axle, independent torsion wheel suspension with electric brakes. All structural construction (no tubing) with metal deck. Tongue weight is 850 lb dry.
 - ii. Lighting: Trailer shall have DOT approved LED lighting with Weather Pack environmentally sealed connectors.
 - iii. Finish: Entire trailer shall be solvent washed and phosphoric etched. All seams shall be caulked then a two part urethane paint (color white/black) shall be applied. A durable plastic bed lining product shall be applied to trailer deck and fender ferts.
 - iv. Pintle Hitch: Trailer shall have pintle hitch with safety chains.
 - v. Safety Compliance: Trailer shall be verified and in compliance with all National Association of Trailer Manufacturers (NATM) guidelines. Guidelines are a compilation of federal safety standards and regulations along with industry best practices that govern trailer construction. Trailer must meet all federal motor vehicle safety standards and recommended industry practices.
- h. **Job Box**
 - i. Unit shall include heavy duty, locking, polished, diamond plate job box.
- i. **Service Lighting**
 - i. Unit shall include programmable arrow board that includes eight function control box with eight individual segments and two mounted halogen swivelling work lights.
- j. **Hydraulic Reel**
 - i. Unit shall include 50' spring rewind hose reel for auxiliary hydraulic power with quick disconnects for operation of hydraulic power tools.

2. Diesel Engine Powered Valve Maintenance Trailer**a. Valve Exercising Equipment**

- i. **Extended Reach Valve Operator:** 750 ft./lb. extended reach valve operator with telescoping valve key. Articulating arm utilizing intelligent automation to control torque, direction and turns. Twin arms (one telescoping) to provide 13 ft reach over 270 degrees of freedom while hydraulic disk brakes safely secure exerciser. Arm shall be constructed of 3" square steel tube and powder coated.
- ii. **Intelligent Automation:** Unit shall utilize intelligent automation technology to safely and effectively turn valve using AWWA recommended guidelines. This technology will protect the operators by keeping "hands off" machine while exercising valves as well as protecting valves by not assuming size, direction, or current position. With the programming and sensors, the machine will automatically stop the rotation and reverse in half turn increments as to flush calcification from valve gate. The automated system shall always allow exercise of the valve at the minimum torque required to turn, then automatically lower preset threshold once rotation begins so the impact at the end of valve travel is as soft as possible.
- iii. **Recon Controller:** Unit shall have ruggedized PDA style handheld controller to operate and collect data. Rugged handheld controller shall have a bright touch screen and be water resistant and meet military specifications.
- iv. **Data Management:** System shall enable full data logging and synchronization between the Recon Controller and desktop software. System shall allow importing of existing data labels and categories with user defined fields. System shall be compatible with VITALS software and the City's GIS software.

b. Engine/ Controls

- i. **Engine:** Unit shall come with a Caterpillar/Perkins 29 HP (21.6 KW), liquid cooled, DFI, diesel engine, EPA tier 4i and EU Stage IIIA emission compliant.
- ii. **Controls:** Included shall be digital tachometer, engine hour meter, volt meter, vacuum gauge, spools dump switch, spools door switch, water/vacuum selector switch, arrow board control and service light switch.

c. Pumps

- i. **Vacuum Pump:** Shall be clutch operated, dual belt drive, and positive displacement rotary lobe (roots type) blower. Vacuum performance of 500 CFM (14 CMM) at 11 Inches of Hg (37.2 kPa). Velocity rating of 10,185 FPM (3,104 MPM) through 3" (76 mm) hose.
- ii. **Pressure Washer Pump:** Shall be clutch operated, dual belt drive, 2.5 GPM at 3,000 PSI (206 bar). 3 gallon antifreeze tank with two position selector valve.

d. Hydraulic System

- i. System shall be a direct coupled pump rated at 8 GPM at 1,800 PSI continuous duty. 10 gallon hydraulic reservoir with thermostat controlled fan cooled heat exchanger. Instrumentation shall include an oil level gauge, temperature gauge, pressure gauge and selector valve switching to a HTMA class II auxiliary hydraulic circuit.

e. Spools - Rear Discharge

- i. **Debris Holding Tank:** Shall be 250 gallon holding capacity. Top hinged full opening dump door with twin hydraulic remote operation door latches, sure seal square gasket, vacuum break valve, 6" (152 mm) mechanical ball shut-off, and 3" (76 mm) dump valve.
- ii. **Filtration:** Staged filtration shall consist of heavy duty material drop out debris tank and self-contained multi-stage filter canister with a 10 micron polyester reusable cartridge. All filters shall be washable and reusable.

- iii. Dumping: Shall be twin cylinder, electric over hydraulic dump system. The slide and tip system shall move the tank out before tilting to clear the truck/trailer bed for dumping, then shall lift to 55 degrees to drop debris.
 - iv. Hose and Wands: Unit shall include 3" x 20' suction hose with 2 1/2", 1 1/2", and 7/8" x 8' long steel suction wands.
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 - i. Water Tank: Shall be 90 gallon clean water holding tank with 8" fill neck.
 - ii. Hose and Wands: Unit shall include 50' hose on spring rewind hose reel using quick disconnects to change between two included wands; one with a zero degree nozzle for digging and one 45 degree, fan wash down "shorty" wand.
 - g. Trailer
 - i. Frame: Unit shall be mounted to a 7,000 lb GVWR trailer with single axle, independent torsion wheel suspension with electric brakes. All structural construction (no tubing) with metal deck. Tongue weight is 850 lb dry.
 - ii. Lighting: Trailer shall have DOT approved LED lighting with Weather Pack environmentally sealed connectors.
 - iii. Finish: Entire trailer shall be solvent washed and phosphoric etched. All seams shall be caulked then a two part urethane paint (color white/black) shall be applied. A durable plastic bed lining product shall be applied to trailer deck and fender ferts.
 - iv. Pintle Hitch: Trailer shall have pintle hitch with safety chains.
 - v. Safety Compliance: Trailer shall be verified and in compliance with all National Association of Trailer Manufacturers (NATM) guidelines. Guidelines are a compilation of federal safety standards and regulations along with industry best practices that govern trailer construction. Trailer must meet all federal motor vehicle safety standards and recommended industry practices.
 - h. Job Box
 - i. Unit shall include heavy duty, locking, polished, diamond plate job box.
 - i. Service Lighting
 - i. Unit shall include programmable arrow board that includes eight function control box with eight individual segments and two mounted halogen swiveling work lights.
 - j. Hydraulic Reel
 - i. Unit shall include 50' spring rewind hose reel for auxiliary hydraulic power with quick disconnects for operation of hydraulic power tools.
- 3. GPS Controller & Software
 - a. Hemisphere XF-100 or approved equivalent: Hybrid GPS solution shall provide navigation accuracy within VITALS software and submeter accuracy when running the post-processing software, PocketMax (to be included). Unit shall be compatible with Recon Controller.

Article III –Delivery

1. Product shall be delivered F.O.B. City of Holly Hill Fleet Maintenance Department located at 453 LPGA Boulevard, Holly Hill, FL 32117. Product delivery must be scheduled in advance and shall only be accepted between the hours of 8:00 am and 3:00 pm, Monday – Friday, excluding holidays.
2. Product shall be delivered fully assembled and ready to operate. Product shall combine all the necessary features required for valve maintenance plus accessory features (light bar, job box, hydraulic reel) on a single axle, structural framed trailer.
3. All documentation necessary for title, registration, insurance, etc. necessary to achieve conformance to all current Federal, State, and local laws and regulations shall be provided upon delivery.
4. All destination, assembly, and freight charges shall be included in product price.

Article IV – Operation and Maintenance Manuals

1. Valve Maintenance Trailer: Two (2) copies of the product operation, maintenance, and parts manuals shall be provided to the City upon delivery of equipment.
 - a. Successful bidder shall provide the names, addresses, and telephone numbers of three (3) local vendors for parts.
2. GPS Controller & Software: Two (2) copies of the product operation and maintenance manuals shall be provided to the City upon delivery of equipment.

Article V – Warranty

1. Products shall be new, unused, with full manufacturer's warranty. Statement of warranty for all items shall include a minimum of 12 months from the "in-service" date.

Article VI – Training

1. Manufacturer or manufacturer's authorized representative shall inspect all equipment after delivery and shall provide training to City staff. Training shall be for operational and maintenance requirements of the Valve Maintenance Trailer and the GPS Controller and Software.
2. Training shall be scheduled and shall occur within 30 calendar days of product delivery.



Water Utility Products
436 Canandaigua Circle | Harvard, Illinois 60033
T: +1.815.943.4785 | F: +1.815.943.5098
ehwachs.com

E.H. Wachs References

Chris Collier
Water Field Operations Manager
City of Cocoa
155 N. Wilson Ave.
Central Warehouse
Cocoa, FL 32922
321-639-7654
ccollier@cocoafl.org

Dustin Putney-Hoke
Orange County, Florida
8100 Presidents Dr.
Suite A
Orlando, FL 32809
407-836-6822
dustin.putney@ocfl.net

Pat Leonard
City of Tampa
2603 N. Rome Ave.
Water Dept.
Tampa, FL 33607
813-274-8121
patrick.leonard@tampagov.net


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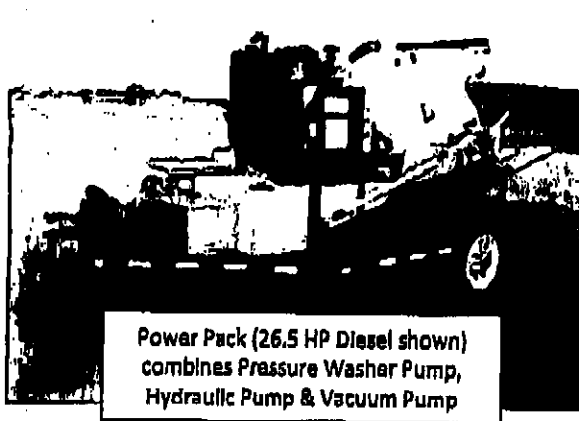
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Valve Maintenance Trailer

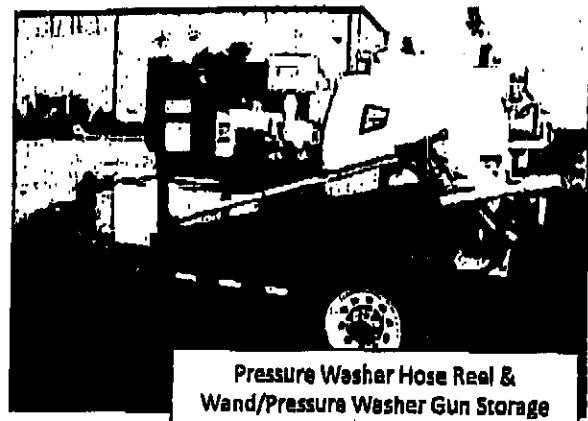
Standard LX

77-000-36 Gas & 77-000-38 Diesel

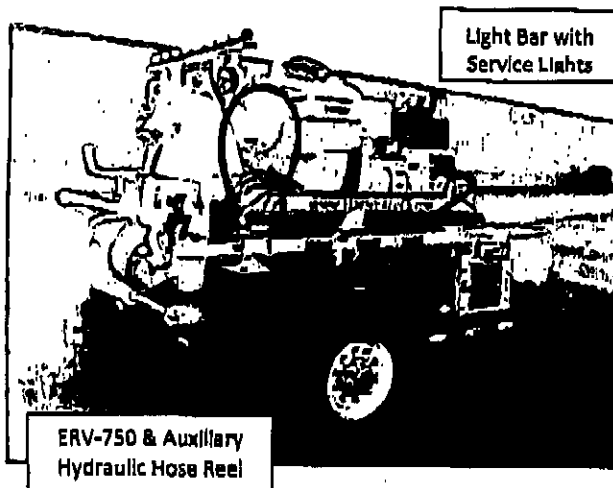
The Standard LX VMT combines all the necessary features required for valve maintenance (hydro-excavation & valve turning) plus added all of the more common accessory features (light bar, job box, auxiliary hydraulic hose reel) on a single axle, structural steel framed trailer.



Power Pack (26.5 HP Diesel shown) combines Pressure Washer Pump, Hydraulic Pump & Vacuum Pump

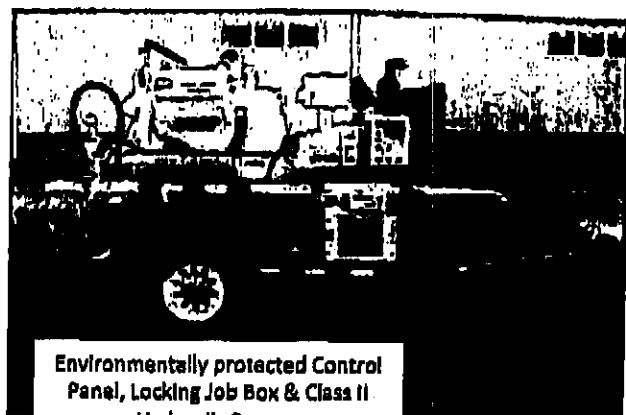


Pressure Washer Hose Reel & Wand/Pressure Washer Gun Storage



Light Bar with Service Lights

ERV-750 & Auxiliary Hydraulic Hose Reel



Environmentally protected Control Panel, Locking Job Box & Class II Hydraulic System



CITY OF PORT ORANGE PIGGYBACK AGREEMENT

This Piggyback Agreement is entered to this ____ day of _____, 20__, by and between the **CITY OF PORT ORANGE**, a Florida municipal whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **E. H. WACHS** a division of **ILLINOIS TOOL WORKS, INC.** ("Contractor"), an Illinois corporation registered to transact business in Florida whose principal address is 3600 West Lake Avenue, Glenview, Illinois 60025-2811 (collectively "the Parties").

WHEREAS, on the 25th day of February, 2014, the City of Holly Hill entered into a Contract with E. H. Wachs a division of Illinois Tool Works, Inc., pursuant to Invitation to Bid for Equipment Purchase: Valve Maintenance Trailer (the "Holly Hill Agreement"); and

WHEREAS, by entering into this Piggyback Agreement, Contractor agrees to honor the terms of the Holly Hill Agreement for acquisition of a valve maintenance trailer purchased by the City of Port Orange; and

WHEREAS, a copy of the Invitation to Bid for Equipment Purchase: Valve Maintenance Trailer and the Holly Hill Agreement are available in the Office of the City Clerk, City Hall, 1000 City Center, Port Orange, Florida 32129; 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. **Initial Term.** Notwithstanding the date of execution by the City and Contractor, the initial term of this Contract shall be effective commencing on the last date this Contract is signed by the Parties, and continuing for a period of One Hundred Twenty days (120).

2. **Contractor Obligation.** Contractor agrees to sell a valve maintenance trailer to the City at the unit prices set forth in the Holly Hill Agreement, except as modified herein. Contractor agrees that all pricing shall remain valid for the duration of this Agreement. Contractor shall not deliver goods or services without a written purchase order, signed by an authorized agent of the City of Port Orange. 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.

3. **Authorization for Services.** This Contract standing alone does not authorize the purchase of a valve maintenance trailer or require the City to place any orders for a valve maintenance trailer. Exhibit "1" attached hereto is for informational purposes only, and no order shall be commenced until issuance of a written Purchase Order from the City to the Contractor at the direction of the City Manager.

4. **City Obligations.** The City agrees to compensate Contractor at the unit prices set forth in the Holly Hill Agreement pursuant to an amount subject to a limit up to but not to Sixty-One Thousand, One Hundred and

00/100 Dollars (\$61,100.00) during the term of this Contract. The City shall make payment on all invoices in accordance with Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

5. Termination for Convenience of the City

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

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

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

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

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

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

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

- (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - (1) the cost of work performed or supplies delivered;
 - (2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;

(3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.

(ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 20 of this contract concerning disputes.

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

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

8. Examination of Records

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

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

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

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

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

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

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

(d) Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public

records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

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

10. Termination for Non-Appropriation of Funds

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

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

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

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

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

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

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

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

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

14. Modifications or Changes to this Contract

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

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

15. Sovereign Immunity. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of

this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

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

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

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

18. Inspection

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

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

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

19. Contract Administration. The Interim Public Works Director, Mike Silvey shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

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 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.**

25. Additional Provisions

(a) As may have been outlined in the Holly Hill 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 Holly Hill Agreement to the "City of Holly Hill" shall be construed to mean the "City of Port Orange."

(c) In the event of a conflict between the Holly Hill Agreement and this Contract, this Contract with the City of Port Orange shall control.

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

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

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

Copy to: City of Port Orange
Attention: Mike Silvey, Interim Public Works Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5575

Contractor: E. H. Wachs a division of Illinois Tool Works, Inc.
Attention: Ken Redding
465 Comanche Circle
Harvard, Illinois 60033
(815) 943-4785 – Business Telephone
(815) 943-5098 – Business Facsimile
kredding@ehwachs.com

E. H. Wachs a division of Illinois Tool Works, Inc.
3600 West Lake Avenue
Glenview, Illinois 60025-2811

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:

E. H. WACHS A DIVISION OF ILLINOIS TOOL WORKS, INC.

By: _____

Printed Name: _____

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 E. H. Wachs a division of Illinois Tool Works, Inc., an Illinois 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 4664]

City of Port Orange Regulation

Date 1/8/2015

Purchase Order #

Vendor E.H. Wachs
465 Comanche Circle
Harvard, IL 60033

Ship To **City of Port Orange**

Contact: Ken Redding

Public Works Dept.

Phone: 815-943-4785

407 Virginia Ave

Fax: 815-943-5098

Email: kredding@ehwachs.com

Requisition #

Vendor #: [REDACTED]

Requested by: Jeff Fontane Fund 505 Dept. 1000 Division 519

Quantity	Description	Unit Measure	Unit Price	Total Cost	Element
1	77-000-38 Standard LX Valve Maintenance Trailer	ea	59,250.00	59,250.00	64-00
	Options:	ea			
1	79-413-00 XF-100 Hybrid GPS Nav. Software	ea	1,850.00	1,850.00	
		ea			
	Piggyback off of City of Holly Hill Purchase Agreement & RFP.	ea			
		ea			
		ea			
		ea			
		ea			
		ea			
		ea			
		ea			
		ea			
		ea			
Grand Total				61,100.00	

Justification: New Item for Public Utilities Field Ops Division.

Vendor Quotes - Prices quoted must be FOB Port Orange, FL - 2,000.00 to 8,000.00 quotes must be attached.

Vendor Name	Confirmed To	Terms	Total Amount	Delivery

Funds are available in the account(s) cited to support this procurement.

Any one item with an acquisition cost of \$2,000 or more:

Finance Dept.

City Manager

I hereby certify that the Articles above specified are necessary

for use in this department and that they are to be used solely for the City.

Department Head

Purchasing Agent

EXHIBIT "1"

**E.H. WACHS**

A Division of FFWB

Superior Equipment. Complete Support.

Water Utility Products
 465 Comanche Circle | Harvard, IL 60038
 T: +1.815.845.4788 | F: +1.815.845.5098
 ehwachs.com

Quotation

TO: Graeme Gardiner
 City of Port Orange
 402 Oak St.
 Port Orange, FL 32127

Date: 10/29/2014
 Quotation Number: KR73191
 Payment Terms: Net 30 Days
 Shipping Terms: FOB Destination
 Valid Through: 12/28/2014

E.H. Wachs is pleased to offer the following quotation.

Item Number	Description	Qty	U/M	Unit Price (USD)	Line Total (USD)
1 77-000-38	Standard LX (Diesel) - VMT: Single turner valve maintenance trailer; includes Wachs 750 Ft/lb (1020 Nm) Extended Reach Valve operator, telescoping valve key and Wachs ruggedized Recon controller/datalogger. A Tier 4F compliant, Kobota 1.1L, 1-3 4-stroke, liquid cooled, IDI diesel engine provides ample power for all contained functions, including an auxiliary HTMA Class II circuit; 10 gallon (38 L) reservoir, fan cooled heat exchanger, continuous duty rated for 8 GPM (30.3 LPM) @ 1,800 PSI (125 bar). A positive displacement blower provides 500 CFM (14.2 cmm)-11" (280mm) Hg vacuum, with spills containment provided by a 250 (950 L) gallon tank with power hydraulic dump (rear discharge) and latching rear door. Also driven from the common power train is a 2.5 gpm (9.5 LPM) @ 3000 PSI (210 bar) pressure washer system with 3 gallon (11.4 L) anti-freeze tank and 95 gallon (360 L) water tank. Includes 2-1/2" (63.5mm), 1-1/4" (31.75mm) & 7/8" (22mm) suction wands and one each short and long wash-down guns. The LX package bundles the light bar with arrow board, 45' (14 M) auxiliary hydraulic hose reel for operation of hydraulic power tools and 24" (61cm) X 18" (46cm) X 18" (46cm) aluminum job box. Domestic destination and freight charges included.	1	EA	59,250.00	59,250.00
	Includes a Recon controller.				
2 79-413-00	Hemisphere XF-100 Hybrid GPS solution; provides navigation accuracy within Vitals software, but "Submeter" accuracy when running the included PocketMax post-processing software.	1	EA	1,850.00	1,850.00
				Quote Total (USD)	\$61,100.00

Thank you for the opportunity to quote your application needs. If you have any questions or if I may be of any further assistance to you please do not hesitate to notify me.

(SALES TAX!!!) We collect sales tax in all but the following states: AK, DE, MT, OR and NH. If you are tax exempt please supply your identification number and certificate with your order. If your exempt number is not on file, tax will be added to your order.

Ken Redding
 Utility Technical Sales Rep
 815-943-4785 x2773
 kredding@ehwachs.com

Please refer to our website for terms and conditions.

EXHIBIT "1"

**E.H. WACHS®**

A Division of ITW

Superior Equipment. Complete Support.™

Water Utility Products

466 Comanche Circle | Harvard, IL 60039

T: +1.815.943.4755 | F: +1.815.943.5098

ehwachs.com

Quotation

Page 1 of 2

TO: Graeme Gardiner
City of Port Orange
402 Oak St.
Port Orange, FL 32127

Date: 10/29/2014
Quotation Number: KR73192
Payment Terms: Net 30 Days
Shipping Terms: FOB Harvard
Valid Through: 12/28/2014

E.H. Wachs is pleased to offer the following quotation.

Item Number	Description	Qty	U/M	Unit Price (USD)	Line Total (USD)
1 79-416-00	H2 Toughbook: Windows 7 Pro, Intel Core i5 processor, 10.1" sunlight-viewable touch/digitizer screen, high capacity Shock Mounted HDD, minimum 4GB Ram, Intel WIFI a/b/g/n, Bluetooth, 2MP camera with dual LED light, 2D Barcode Scanner, GPS (2 - 5 m accuracy), Sealed all weather design, IP65 & MIL-STD-810G certified.	1	EA	4,639.00	4,639.00
2 79-416-20	H Series Valve Exerciser Docking Cradle Kit - Lightweight cradle is made from polycarbonate plastic with standard key lock for security. Includes tactile mount assembly for securing to ERV-750 or TM-6/7 and Communication Cable.	1	EA	625.00	625.00
3 79-430-00	InfraMAP Enterprise with Vitals: Software system for editing and updating infrastructure data (this version would be used in conjunction with the valve turner). 10% multi-seat discount applies to license number 26+ (any combination of Enterprise or Standard).	1	EA	5,499.00	5,499.00
4 79-430-01	InfraMAP Standard: Software system for viewing infrastructure data (this version should be used in office or supervisor locations). 10% multi-seat discount applies to license number 26+ (any combination of Enterprise or Standard).	1	EA	2,999.00	2,999.00
5 79-430-10	Implementation (GIS) of InfraMAP Software. Includes formatting and configuration of customer's existing GIS based data; integration and setup for one department (~3 inspection forms) of InfraMAP.	1	EA	4,000.00	4,000.00
6 79-430-15	Field training - 2 day program. Training topics range from field operation of the mechanical systems like hydro-excavation and Valve operator; to training of computerized controllers and preventive maintenance software like VITALS and InfraMAP. Field crews and participants will be shown, in detail, standard procedures for safe and efficient operation and use of valve maintenance tools.	1	EA	3,750.00	3,750.00
				Quote Total (USD)	\$21,512.00

Please refer to our website for terms and conditions.

EXHIBIT "1"



E.H. WACHS

A Division of ITW

Superior Equipment. Complete Support.

Water Utility Products
485 Comanche Circle | Harvard, IL 60033
T: +1.815.845.4785 | F: +1.815.843.5098
ehwachs.com

Quotation

Page 2 of 2

TO: Graeme Gardiner

Date: 10/29/2014
Quotation Number: KR73192

We will prepay and add shipping charges to your order, or we can ship collect via your choice of carrier service. If you have any questions please feel free to call Shannon Gooch at 847-778-8824 cell or call me at 815-943-4785 x2773. Thanks.

(SALES TAX!!!!) We collect sales tax in all but the following states: AK, DE, MT, OR and NH. If you are tax exempt please supply your identification number and certificate with your order. If your exempt number is not on file, tax will be added to your order.

Please reference this quote number when placing your order. Thank You.

Ken Redding
Utility Technical Sales Rep
815-943-4785 x2773
kredding@ehwachs.com

Please refer to our website for terms and conditions.

EXHIBIT "1"



An **ITW** Company

Superior Equipment. Complete Support.

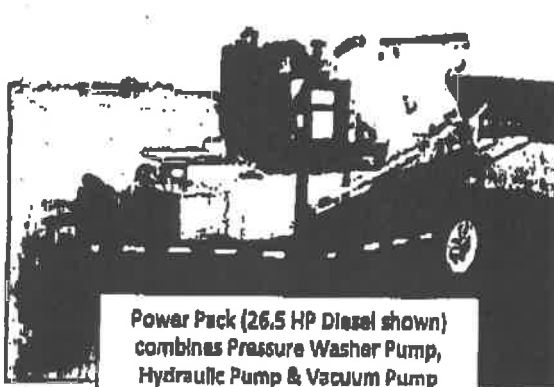
ehwachs.com
WATER UTILITY PRODUCTS
815.943.4733

Valve Maintenance Trailer

Standard LX

77-000-36 Gas & 77-000-38 Diesel

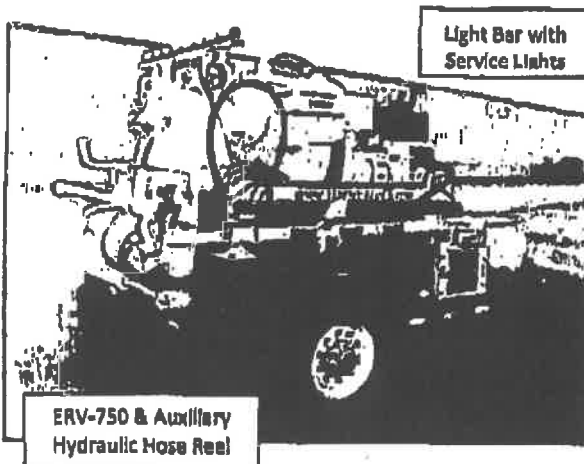
The Standard LX VMT combines all the necessary features required for valve maintenance (hydro-excavation & valve turning) plus added all of the more common accessory features (light bar, job box, auxiliary hydraulic hose reel) on a single axle, structural steel framed trailer.



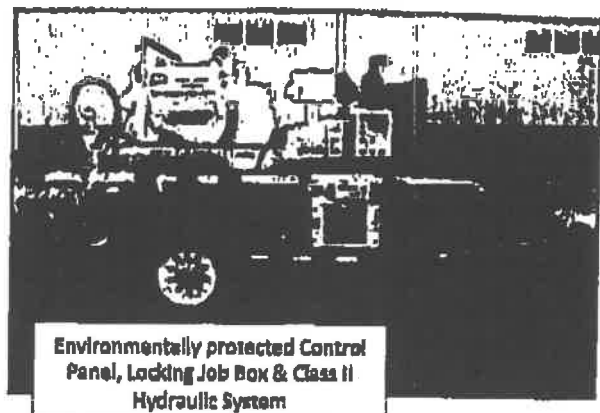
Power Pack (26.5 HP Diesel shown)
combines Pressure Washer Pump,
Hydraulic Pump & Vacuum Pump



Pressure Washer Hose Reel &
Wand/Pressure Washer Gun Storage



ERV-750 & Auxiliary
Hydraulic Hose Reel



Environmentally protected Control
Panel, Locking Job Box & Class II
Hydraulic System

Revision: 6.7.13

EXHIBIT "1"



REQUEST FOR COMMISSION ACTION

Meeting Date: February 25, 2014

SUBJECT: Approval of Budgeted Expenditure – Water Valve Exercising Machine

DISCUSSION:

The Florida Department of Environmental Protection, through rule 62-555.350 of the Florida Administrative Code, requires that water suppliers shall operate and maintain the public water system so that the components are kept in good operating condition so that the components function as intended. Of the key components of the water system, included are the isolation valves located along the water mains which allow for control of the flow of water throughout the system.

Rule 62-555.350 requires that all suppliers of water shall keep records documenting that the isolation valves are being exercised in order to keep them in good operating condition. These valves can generally be exercised by hand, however there are some valves which must be exercised mechanically. A valve that is not exercised can break or become stuck preventing it from being turned into the open and/or closed position rendering the valve useless in the control of flow of water through the system. This is problematic when trying to control the flow of water when addressing main breaks, adjusting pressures for fire protection needs, and for general system maintenance such as line flushing.

The Public Works Department currently has a documented valve exercising program for the valves that can be turned by hand, however, there are many valves that due to their size, location, condition, or otherwise cannot be turned by hand need to be exercised mechanically. The advantage to the mechanical valve exercising machine is that it allows for consistent torque and speed while the valve is turning. Incorrect application of torque and/or speed can cause the valve or water main to break. The machine is also able to turn large valves that regulate too much water pressure to be completed by hand. The Volusia County Health Department, the enforcing agency for FDEP rules, requires that all valves, including those that must be exercised mechanically, be included as part of the exercising program.

As such, the purchase of a valve exercising machine was approved in the Fiscal Year 2014 budget. Staff advertised an invitation to bid and received bids on February 13, 2014. Only one bid was received for the equipment in the amount of \$59,250. Based on informal quotes received earlier this fiscal year, the bid amount is in line with market pricing.

The bid also included an alternate bid item of a sub-meter GPS unit compatible with the valve exercising machine to allow users to pinpoint the real world location of valves throughout the system to enhance system mapping and operability. This item bid at \$1,850.00.

By comparison, staff received informal proposals for a contractor to provide a valve exercising program utilizing similar equipment which priced at \$30,000 per year. Based on the cost to outsource the program versus purchasing the equipment and completing the program in house, the valve exercising machine will have approximately a two year return on investment.

FISCAL ANALYSIS:

Account Name	Current Balance	Budgeted Expenditure	Proposed Expenditure	New Balance
Renewal and Replacement – Water Machinery and Equipment	\$59,638.23	\$60,000.00	\$59,250.00	\$388.23
Water Utility – Operating Supplies	\$83,329.29		\$1,850.00	\$81,479.29

ATTACHMENT(S):

Full report and backup documents available for review in the City Clerk's Office.

STAFF RECOMMENDATION:

Approve purchase of valve exercising machine and compatible GPS solution.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

Goal #4: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

MOTION:

APPROVE THE PURCHASE OF A NEW VALVE EXERCISING MACHINE AS BUDGETED IN THE FISCAL YEAR 2014 CAPITAL IMPROVEMENT PLAN AND THE PURCHASE OF A COMPATIBLE GPS SOLUTION AS PROVIDED FOR AS A BID ALTERNATE IN THE EQUIPMENT PURCHASE BID PACKAGE.

CONTRACT SUM**PROJECT: EQUIPMENT PURCHASE: VALVE MAINTENANCE TRAILER**Name of Bidder: E.H. WachsMailing Address: 455 Comanche Circle

Street Address: _____

CITY/State/Zip: Harvard, IL. 60033Phone Number: (815) 943-4785FAX Number: (815) 943-5098**ALL PRICES F.O.B. HOLLY HILL**

Pursuant to and in compliance with the Invitation To Bid, Instructions to Bidders, and the other documents relating thereto, the undersigned Bidder, having familiarized themselves with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the places where the Work is to be done, hereby proposes and agrees to deliver materials/services in a workmanlike manner and in strict conformity with Contract Documents, including Addenda Nos. _____ through _____, on file at the City Clerk's Office for the amount hereinafter set forth.

The undersigned, as Bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corporation; and he proposes and agrees, if the bid is accepted, that he/she will execute an Agreement with the City in the form set forth in the Contract Documents; that he/she will furnish the required Insurance Certificates.

Item No.	Description	Qty.	Unit	Total
	Base Bid:			
1.	Gasoline engine powered trailer mounted valve maintenance machine as manufactured by E.H. Wachs, or an approved equivalent	1	EA	\$ 54,250.00
	TOTAL BID:			\$ 54,250.00
	Bid Alternative 1:			
2.	Diesel engine powered trailer mounted valve maintenance machine as manufactured by E.H. Wachs, or an approved equivalent	1	EA	\$ 59,250.00
	TOTAL BID ALTERNATE 1:			\$ 59,250.00
	Bid Alternative 2:			
3.	Submeter GPS solution as manufactured by Hemisphere, or an approved equivalent.	1	EA	\$ 1,850.00
	TOTAL BID ALTERNATE 2:			\$ 1,850.00
	Bid Alternative 3:			
4.	Item #1 (gasoline engine powered trailer mounted valve maintenance machine) with Item #3 (submeter GPS solution)			\$ 56,100.00
	TOTAL BID ALTERNATE 3:			\$ 56,100.00

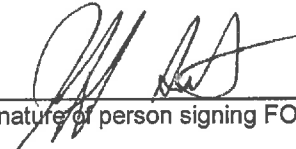
	Bid Alternative 4:			
5.	Item #2 (diesel engine powered trailer mounted valve maintenance machine) with Item #3 (submeter GPS solution)			\$ 61,100.00
	TOTAL BID ALTERNATE 4:			\$ 61,100.00
Anticipated delivery date upon receipt of purchase order: <u>10-12 Weeks</u>				

BID PER ATTACHED SPECIFICATIONS

The City of Holly Hill reserves the right to reject all bids, to accept any Bid or any combination of Bid alternates which, in the City's judgment, will best serve the City's interest.

IN WITNESS WHEREOF, PROPOSER has hereunto executed this FORM this 10th day of February, 20 .

Ken Redding
(Name of PROPOSER)


(Signature of person signing FORM)

Jeff Swiatowy
(Printed name of person signing FORM)

Business Unit Manager
(Title of person signing FORM)



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 01/06/2015

Consent item: Yes

SUBJECT: Purchase of a Pierce Impel FR Custom PUC Pumper

DEPARTMENT: Public Works

RECOMMENDED MOTION: To approve the purchase of a Pierce Impel FR Custom PUC Pumper using the Florida Sheriff's Association Contract # 11-10-1202, Spec. # 17 for a total of \$666,769.00 and authorizing the Mayor and City Clerk to execute contract documents as necessary.

SUMMARY: Staff recommends piggybacking on the Florida Sheriffs Association Contract # 11-10-1202 to purchase a Pierce Impel FR Custom PUC Pumper from Pierce Manufacturing, Inc. for the Fire Department.

Project No.: Funding Account No.: 505-1000-519-6400

ATTACHMENTS:

1.	Pierce Manufacturing Quote	Pierce Manufacturing Quote.pdf
2.	FSA Contract 11-10-1202 Fire Rescue Spec# 17	FSA Contract 11-10-1202 Fire Rescue.pdf
3.	FSA Contract Extension 1/31/2015	FSA Contract Extension for Fire Equipment.pdf
4.	FSA Contract Extension - 12/31-2014	FSA 11-10-1202 Extension Memo for Purchasing Agencies-1.pdf
5.	Ten-8 Fire Equipment, Inc. Piggyback Agreement	Ten-8 Fire Equipment Piggyback Agreement with City of Port Orange - Pierce Pumper Rescue Combo.pdf

Fontane, Jeff
Silvey, Mike
Riehm, Tracey
Gomez, Joseph
Harden, David

Created/Initiated - 12/16/2014
Approved - 12/16/2014
Approved - 12/20/2014
Approved - 12/23/2014
Final Approval - 12/23/2014

PROPOSAL FOR FURNISHING FIRE APPARATUS

November 13, 2014

PORT ORANGE FIRE RESCUE
1090 CITY CENTER BOULEVARD
PORT ORANGE, FL 32129

The undersigned is prepared to manufacture for you, upon an order being placed by you, for final acceptance by Pierce Manufacturing, Inc., at its home office in Appleton, Wisconsin, the apparatus and equipment herein named and for the following prices:

<u>One Pierce Impel FR Custom PUC Pumper per the enclosed proposal.¹</u>	<u>\$ 597,898.00</u>
<u>This unit is being offered by accessing the Florida Sheriff's Association Contract</u>	
<u>for Fire Rescue Vehicles, Specification #17, Type II Custom Pumper.</u>	
<u>See contract information in Tab 6. A pricing summary is included on the</u>	
<u>following page for your review.</u>	
<u>Chassis progress payment of \$273,191.00 due 90 days prior to final delivery.</u>	<u>(8,281.00)</u>
<u>Loose equipment per our Quote #SVQ 13639, which is included in this section</u>	<u>77,152.00</u>
<u>for your review.</u>	<u>Total \$ 666,769.00</u>

Said apparatus and equipment are to be built and shipped in accordance with the specifications hereto attached, delays due to strikes, war, or intentional conflict, failures to obtain chassis, materials, or other causes beyond our control not preventing, within about 9 months after receipt of this order and the acceptance thereof at our office at Appleton, Wisconsin, and to be delivered to you at the City of Port Orange, Florida.

The specifications herein contained shall form a part of the final contract, and are subject to changes desired by the purchaser, provided such alterations are interlined prior to the acceptance by the company of the order to purchase, and provided such alterations do not materially affect the cost of the construction of the apparatus.

The proposal for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of bid, and with all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus as published at the time of bid, except as modified by customer specifications. Any increased costs incurred by first party because of future changes in or additions to said DOT or NFPA standards will be passed along to the customers as an addition to the price set forth above.

Unless accepted within 60 days from date, the right is reserved to withdraw this proposition.

Pierce Manufacturing, Inc.

By: _____
AUTHORIZED SALES REPRESENTATIVE
Robert F. Boggus



PERFORM LIKE NO OTHER



CUSTOMER CHANGE ORDER FORM

CUSTOMER: City of Port Orange, FY 2014-2015

JOB #:

Pending

Item	Date	Description	Deduct	Add	Info	STF	Entered in Pulse
1							
2		FSA Specification #17 Level II Custom Pumper, Velocity Series		\$399,974.00			
3		3% Price Adjustment per FSA		\$11,999.00			
4		3% Price Adjustment per FSA		\$12,359.00			
5		Changes to meet City of Port Orange requirements:					
6		Change to an Impel cab from a Velocity cab		\$0.00			
7		Upgrade front axle, wheels, tires, and suspension to TAK4 IFS with a 19,500 pound rating.		\$10,284.00			
8		Upgrades to cab, including electric windows, hands free SCBA brackets, LED dome lights.		\$7,089.00			
9		Onboard battery charger with Kusmaul receptacle		\$2,433.00			
10		Wheel chocks and mounting brackets		\$885.00			
11		Change scene lights to 12-volt LED, add one visor light, and delete hydraulic generator.	(4,709.00)				
12		Add front impact air bags and side roll protection		\$12,442.00			
13		Change body material from stainless steel to aluminum	(4,922.00)				
14		Add stainless steel guards for roll-up doors and LED strip lighting for compartments		\$2,229.00			
15		Increase body length to 214" PUC body		\$13,001.00			
16		Add four more adjustable shelves and three additional r/o trays, and two toolboards		\$4,156.00			
17		Delete two pike poles	(278.00)				
18		Add 2.5" inlet to PS pump panel		\$1,155.00			
19		Add zinc anodes to pump inlets		\$323.00			
20		Delete one 2.5" PS discharge	(1,448.00)				
21		Add one large diameter discharge		\$4,013.00			
22		Add front discharge outlet		\$2,158.00			
23		Add oil dry hopper		\$1,092.00			
24		Add air horn control at pump panel		\$164.00			
25		Add hatch compartments to top of body each side		\$7,634.00			
26		Add poly material and peg boards to compartments		\$4,311.00			
27		Add Opticom to light bar and increase LED lights in bar		\$2,959.00			
28		Add two tone paint to cab		\$2,047.00			
29		Add lettering and striping for POFR requirements.		\$4,229.00			
30		Add crosslays to front bumper IPO front hose tray		\$5,319.00			
31		Add hard surface mounts on top of engine tunnel for equipment		\$339.00			
32		Add NightScan light tower with enclosure to cab roof		\$12,003.00			
33		Add aluminum treadplate hosebed cover		\$5,364.00			
34		Add transverse storage for backboard/stokes above pump compartment		\$1,123.00			
35		Add spare wiring and power outlets in cab		\$782.00			
36		Add winch receivers and power to sides and rear of apparatus with extended rear bumper		\$3,702.00			
37		Add Husky 12 Foam System with 20 gallon foam cell		\$19,737.00			
38		Add 2.5 speedlay at pump compartment		\$3,780.00			
39		Add electric start and remote start provisions for CF generator with breaker box		\$2,232.00			
40		Add cord reel, cord, and outlets for 120-volt power		\$4,489.00			
41		Add cascade system, air control panel, fill station and Haskel booster pump for air operations		\$26,391.00			
42		Add hydraulic reels and jumper hoses for four outlets		\$10,616.00			
43		Add Wam 9000# portable winch and four rescue chains, with box		\$2,987.00			
44		Add fuel pick-up, electric start, and remote start for diesel power unit for hydraulic tools		\$3,455.00			
45							
			(11,357.00)	\$809,255.00			

TOTAL CHANGES MADE TO ORDER

\$97,898.00

BID AWARD ANNOUNCEMENT

11-10-1202

**FIRE RESCUE VEHICLES
& OTHER FLEET EQUIPMENT**
*Participating Law Enforcement, Fire/Rescue
& Local Governmental
Agencies of the State of Florida*

Coordinated By

**The
Florida Fire Chiefs' Association,
Florida Sheriffs Association &
Florida Association of Counties**



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MEMO



FLORIDA SHERIFFS ASSOCIATION

P. O. Box 12519 • Tallahassee, FL 32317-2519

PHONE (850) 877-2165 • FAX (850) 878-8665

WEB SITE: www.flsheriffs.org

DATE: January 1, 2012

TO: **ALL PROSPECTIVE PARTICIPANTS**

FROM: Steve Casey
Executive Director

Lynn Meek
Vehicle Bid Coordinator

Peggy Goff
Vehicle Contract Manager

RE: **PARTICIPATING LAW ENFORCEMENT, FIRE/RESCUE &
LOCAL GOVERNMENTAL AGENCIES OF THE STATE OF FLORIDA
COOPERATIVE BID FOR FIRE/RESCUE VEHICLES & OTHER FLEET EQUIPMENT
Bid No. 11-10-1202**

We are pleased to announce that the Florida Fire Chiefs' Association, the Florida Sheriffs Association and the Florida Association of Counties has successfully conducted its tenth statewide competitive bid for fire & rescue vehicles. Bids will be extended and guaranteed to any and all units of local governments/political subdivisions including but not limited to county, local county board of public instruction, municipalities and other local public or public safety agencies or authorities within the State of Florida.

In addition to the eligible users referenced above and with the consent of the successful bidder(s) purchases may be made under the terms and conditions of this contract by governmental entities located outside the State of Florida. Appropriate governmental entities' purchasing laws, rules and regulations shall apply to purchases made under this contract.

This contract is effective January 1, 2012 thru December 31, 2012.

All interested parties who wish to purchase from this contract may do so by following these simple procedures:

ORDERING INSTRUCTIONS

1. Contact the awarded manufacturer/dealer (see page 29) listed which you wish to purchase and advise them of your interest to purchase from the **Fire Rescue Vehicles & Other Fleet Equipment Bid No. 11-10-1202**. They will assist you with the placement of your order and answer any questions you may have regarding the vehicles purchased through this program:

IMPORTANT NOTE: All agencies ordering any FORD, GENERAL MOTORS, or CHRYSLER product, please be advised that you must use the appropriate FIN CODE/FAN CODE for the Florida Sheriffs Association in order to obtain the manufacturer's concessions. Also, you must

use your FIN CODE/FAN CODE as a secondary number. For further assistance call the Fleet Customer Information Center for your appropriate manufacturer.

Manufacturer	Type Code	FSA Code	Fleet Center Contact Numbers
FORD	FIN CODE	QE065	1-800-34-FLEET (1-800-343-5338)
GENERAL MOTORS	FAN CODE	917872	1-800-FLEET OP (1-800-353-3867)
CHRYSLER	FAN CODE	49313	1-800-999-FLEET (1-800-999-3533)

2. **YOU MUST send a copy of the ORIGINAL PURCHASE ORDER (including FSA's Contract No. 11-10-1202) you submitted to the participating manufacturer to:**

Florida Sheriffs Association
P. O. Box 12519
Tallahassee, Florida 32317-2519
ATTN: Lynn Meek, Cooperative Bid Coordinator
lmeek@flsheriffs.org

3. **Basic information required on all purchase orders** is listed on Page 31 of this Bid Award Announcement. Purchase orders lacking the required basic information listed may result in the delay of placement and/or confirmation of orders. **NOTE:** Purchasers are reminded that the issuance of a Purchase Order does not in itself guarantee the placement of an order. The agency is responsible for obtaining a "Confirmation of Order" from the respective manufacturer. Manufacturers are required to complete a "Confirmation of Order" and send it to the purchaser within fourteen (14) calendar days after receipt of purchase order. Purchasers are encouraged to contact the dealer if a "Confirmation of Order" has not been received within a reasonable time frame and request its issuance.

This program is designed to provide participating agencies with the most economically priced fire & rescue vehicles and other fleet equipment tailored to their specific needs, in a prompt and timely manner.

The Florida Fire Chiefs' Association, the Florida Sheriffs Association and the Florida Association of Counties bid award for fire & rescue vehicles and other fleet equipment are as follows:

OVERVIEW OF AWARDED SPECIFICATIONS

Name of Manufacturer	Type Vehicle	Base Unit Price
<u>SPECIFICATION #01 - TYPE I AMBULANCE (4 x 2)</u>		
Braun Industries, Inc.	Ford XLT F-350	\$ 117,190.00
ETR, L.L.C. (AEV)	Ford XLT F-350	\$ 98,029.00
Excellance, Inc.	Ford XLT F-350	\$ 133,038.00
Hall-Mark Fire Apparatus, Inc. (Horton)	Ford XLT F-350	\$ 127,434.00
Pierce Manufacturing, Inc. (Medtec)	Ford XLT F-350	\$ 97,987.00

Name of Manufacturer	Type Vehicle	Base Unit Price
<u>SPECIFICATION #16 - LEVEL I CUSTOM PUMPER - SPARTAN CHASSIS</u>		
<i>(cont'd)</i>		
Formed Aluminum Body:		
Rosenbauer South Dakota, LLC	Spartan Force 16	\$ 248,128.00
Toyne, Inc. (Southeastern Apparatus Sales, LLC)	Toyne Spartan Metro Star FFCSA	\$ 286,000.00
Formed Stainless Steel Body:		
Crimson Fire, LLC (Public Safety Solutions Group)	Crimson Metro Star Pumper L1	\$ 272,159.00
Toyne, Inc. (Southeastern Apparatus Sales, LLC)	Toyne Spartan Metro Star FFCSA	\$ 290,250.00
<u>SPECIFICATION #16 - LEVEL I CUSTOM PUMPER - HME CHASSIS</u>		
Extruded Aluminum Body:		
Ferrara Fire Apparatus, Inc.	Intruder	\$ 277,618.00
Formed Aluminum Body:		
Toyne, Inc. (Southeastern Apparatus Sales, LLC)	Toyne 1871W FFCSA	\$ 293,500.00
Formed Stainless Steel Body:		
Toyne, Inc. (Southeastern Apparatus Sales, LLC)	Toyne 1871W FFCSA	\$ 297,500.00
<u>SPECIFICATION #16 - LEVEL I CUSTOM PUMPER - AMERICAN LAFRANCE CHASSIS</u>		
Formed Aluminum Body:		
American LaFrance, LLC	American LaFrance Custom S/M Pumper	\$ 300,634.00
Formed Stainless Steel Body:		
American LaFrance, LLC	American LaFrance Custom S/M Pumper	\$ 301,992.00
<u>SPECIFICATION #17 - LEVEL II CUSTOM PUMPER - CUSTOM CHASSIS</u>		
Extruded Aluminum Body:		
Ferrara Fire Apparatus, Inc.	Igniter XD LFD	\$ 399,874.00
Hall-Mark Fire Apparatus, Inc. (E-ONE)	E-ONE Cyclone Pumper	\$ 373,084.00
Rosenbauer South Dakota, LLC	Commander FSA 17	\$ 364,916.00
Sutphen Corporation	Monarch Series Custom	\$ 421,112.00
Formed Aluminum Body:		
Kovatch Mobile Equip. Corp. (KME Fire Apparatus)	KME Flatback FL17LVL2	\$ 357,181.00

Name of Manufacturer	Type Vehicle	Base Unit Price
<u>SPECIFICATION #17 - LEVEL II CUSTOM PUMPER - CUSTOM CHASSIS</u>		
(cont'd)		
Formed Aluminum Body:		
Pierce Manufacturing, Inc.	Pierce Arrow XT Series	\$ 387,678.00
Rosenbauer South Dakota, LLC	Commander FSA 17	\$ 340,030.00
Formed Galvanneal Steel Body:		
Kovatch Mobile Equip. Corp. (KME Fire Apparatus)	KME Flatback FL17LVL2	\$ 352,582.00
Pierce Manufacturing, Inc.	Pierce Quantum Series	\$ 395,482.00
Formed Stainless Steel Body:		
Hall-Mark Fire Apparatus, Inc. (E-ONE)	E-ONE Cyclone Pumper	\$ 394,151.00
Kovatch Mobile Equip. Corp. (KME Fire Apparatus)	KME Flatback FL17LVL2	\$ 361,913.00
Pierce Manufacturing, Inc.	Pierce Velocity Series	\$ 399,974.00

SPECIFICATION #17 - LEVEL II CUSTOM PUMPER - SPARTAN CHASSIS

Extruded Aluminum Body:		
Crimson Fire, LLC (Public Safety Solutions Group)	Crimson Metro Star Pumper L2	\$ 366,042.00
Rosenbauer South Dakota, LLC	Spartan Gladiator 17	\$ 373,656.00
Formed Aluminum Body:		
Crimson Fire, LLC (Public Safety Solutions Group)	Crimson Metro Star Pumper L2	\$ 341,025.00
Rosenbauer South Dakota, LLC	Spartan Gladiator 17	\$ 346,660.00
Toyne, Inc. (Southeastern Apparatus Sales, LLC)	Toyne Spartan Gladiator	\$ 377,000.00
Formed Stainless Steel Body:		
Crimson Fire, LLC (Public Safety Solutions Group)	Crimson Metro Star Pumper L2	\$ 368,450.00
Toyne, Inc. (Southeastern Apparatus Sales, LLC)	Toyne Spartan Gladiator	\$ 381,000.00

SPECIFICATION #17 - LEVEL II CUSTOM PUMPER - HME CHASSIS

Extruded Aluminum Body:		
Ferrara Fire Apparatus, Inc.	Spectr LFD	\$ 386,017.00
Formed Aluminum Body:		
Toyne, Inc. (Southeastern Apparatus Sales, LLC)	Toyne Spectr	\$ 379,000.00
Formed Stainless Steel Body:		
Toyne, Inc. (Southeastern Apparatus Sales, LLC)	Toyne Spectr	\$ 383,000.00

Name of Manufacturer	Type Vehicle	Base Unit Price
<u>SPECIFICATION #17 - LEVEL II CUSTOM PUMPER - AMERICAN LAFRANCE CHASSIS</u>		
Formed Aluminum Body: American LaFrance, LLC	American LaFrance Custom Rescue Pumper	\$ 354,804.00
Formed Stainless Steel Body: American LaFrance, LLC	American LaFrance Custom Rescue Pumper	\$ 356,162.00

BASIC INFORMATION REQUIRED ON A VEHICLE PURCHASE ORDER

When filling out a purchase order for a vehicle that is to be purchased under the Florida Fire Chiefs' Association, Florida Sheriffs Association & Florida Association of Counties Bid No. 11-10-1202, there are certain items of information that must be on the purchase order, or enclosed with the purchase order, so as to minimize the possibility of errors on the order.

This information includes, but is not limited to, the following:

- Date of order
- Purchase order number
- Originator of purchase order
- Name and number (phone & fax) of contact person responsible for receiving "Confirmation of Order" and scheduling of delivery
- Delivery date required
- Contract number (11-10-1202)
- Contract specification number of vehicle(s), number of vehicles ordered and base price of vehicles
- Type vehicle ordered (i.e. Type I Ambulance, Ford XLT F-450, 4x4)
- FIN CODE for the Florida Sheriffs Association (QE065) and your agency's FIN CODE when ordering FORD products
- FAN CODE for the Florida Sheriffs Association (917872) and your agency's FAN CODE when ordering GENERAL MOTORS products
- FAN CODE for the Florida Sheriffs Association (49313) and your agency's FAN CODE when ordering CHRYSLER products

Inclusion of the above mentioned items will help prevent possible misunderstanding of the order and will assist in any audit of the purchase orders, or vehicles, that may be deemed necessary in the future.



**FLORIDA FIRE CHIEFS' ASSOCIATION,
FLORIDA SHERIFFS ASSOCIATION
& FLORIDA ASSOCIATION OF COUNTIES**

Base Specifications

SPECIFICATION #17 - LEVEL II CUSTOM PUMPER

ALL ITEMS FACTORY INSTALLED UNLESS OTHERWISE INDICATED

THE CUSTOM CAB AND CHASSIS SHALL BE PROVIDED BY THE BODY MANUFACTURER

1. CHASSIS

- a. 110,000 psi heat treated steel frame rail system
- b. 10 gauge polished stainless steel 16" to 24" extended front bumper with aluminum diamond plate gravel shield, 1-1/2 front jump line with enclosed compartment in center of front bumper to hold minimum 100' of 1-3/4 DJ fire hose
- c. Tow hooks or eyes front and rear attached to the frame
- d. 20,000 pound minimum front axle, suspension, tubeless radial tires, polished aluminum wheels with hub and lug trim package
- e. 24,000 pound minimum rear axle, suspension, tubeless radial tires, polished aluminum wheels with hub and lug trim package
- f. Front and rear mud flaps
- g. NFPA 1901 Chapter 4.15.3 top speed rating requirement
- h. S-cam air brakes or equivalent, as large as possible, with automatic slack adjusters
- i. Manufacturer's standard compressor
- j. Minimum 5000 cubic inch air reservoir capacity
- k. Air dryer, color coded air lines, turn drain valves on reservoirs
- l. ABS brakes
- m. Power steering with tilt/telescopic wheel
- n. Vehicle data recorder (VDR) in compliance with Chapter 4.11 with required software meeting 4.11.8
- o. Electronic Stability Control shall be provided in compliance with NFPA 1901 Chapter 4.13.1.2 if the manufacturer cannot comply with Chapters 4.13.1.1 through 4.13.1.1.3.2.
- p. Tire pressure monitoring system with Chapter 4.13.4

2. POWERTRAIN

- a. Turbocharged diesel engine with a minimum 400 horsepower and 1450 ft. lbs. torque rating
- b. Engine exhaust at front of right rear wheels
- c. Secondary braking

- d. Engine manufacturer's statement of engine installation approval with approved cooling system
- e. Drivelines to meet engine torque rating
- f. Silicone coolant hoses with constant torque clamps
- g. EVS 4000 or equivalent automatic transmission
- h. 65 gallon minimum fuel tank
- i. OEM oil, fuel, transmission filters

3. CAB

- a. Extended length tilt aluminum cab (minimum 65" from center of front axle to rear of cab) with minimum 10" raised rear roof meeting NFPA 1901 Chapter 14.3.2
- b. Seating for six, five in SCBA seats with SCBA brackets
- c. Air ride driver seat, all others fixed position
- d. All persons in 3-point seat belts per Chapter 14, seats equipped with seat belt/occupant detection/warning system per Chapter 14
- e. Electric over hydraulic cab tilt with manual back-up
- f. Single tone cab paint finish with 10 year paint warranty pro-rated
- g. Air conditioning and heating
- h. Remote controlled mirrors (from driver's position) with separate flat and convex sections
- i. DOT compliant headlights with LED marker and clearance lights
- j. LED forward facing turn and warning lights
- k. LED cornering turn and warning lights
- l. Minimum four (4) dome lights with red and clear bulbs
- m. Minimum four (4) under cab step lights
- n. Cab and compartment door ajar light and buzzer
- o. One (1) engine compartment light
- p. Color coded and function coded wiring
- q. Minimum 320 amp alternator
- r. Minimum four (4) 750 CCA batteries
- s. Load manager with automatic high idle function
- t. Dual air horns with dual in-cab controls

4. LIGHTS AND SIRENS

- a. NFPA LED compliant lighting package, upper and lower
- b. Siren/PA - 200 watts
- c. Mechanical siren with dual controls
- d. Two 100-watt siren speakers
- e. Two rear deck lights
- f. 8kW hydraulic generator, 6-place breaker panel, (2) 750 watt telescopic lights mounted on body

5. BODY

- a. Bidders to bid on each of their offered construction types:
 - Extruded aluminum
 - Formed aluminum
 - Formed galvaneal steel
 - Formed stainless steel
- b. Bidders to state thicknesses, alloys and construction methods of all materials used in body construction
- c. Three full height, full depth rescue style compartments on drivers side

- d. Three full height, full depth lower, half-depth upper rescue style compartments passenger side of body
- e. Lights in compartments to meet NFPA 1901 Chapter 13.10.5
- f. One (1) full height, full depth compartment rear of body
- g. Back up alarm
- h. Internal ladder storage compartment right rear of body, to hold NFPA complement of ground ladders and two (2) pike poles
- i. Hose bed with hose restraints to be NFPA compliant; including one (1) adjustable divider; minimum hosebed size of 70 cubic feet of usable storage
- j. Steps and handrails for climbing from ground to hose bed - bidders to state exact design
- k. Lights at each step
- l. LED stop/turn/back up lights
- m. LED DOT clearance and marker lights
- n. LED license plate light
- o. Minimum of 4 SCBA bottle storage compartments in rear wheel wells
- p. Rub rail along each side of body with reflective stripe in rub rail
- q. Running boards at each pump panel with a recessed hose well with hose restraint strap in the passenger side running board
- r. Brushed stainless steel or black non-glare aluminum pump panels
- s. Hose bed lighting must be provided per NFPA 1901 Chapter 13.10.2
- t. Minimum 4" reflective stripe on cab and body, chevron striping on rear of body per NFPA 1901
- u. Four (4) aluminum adjustable shelves, located by customer
- v. Two (2) floor mounted aluminum roll-out trays, minimum 250 lb. capacity each, located by customer
- w. Equipment package: One 10' folding attic ladder, one 14' roof ladder, one 24' 2-section extension ladder, two 10' pike poles

6. PUMP

- a. 1500 gpm drive shaft driven split shaft pump with side mount pump panel per NFPA 1901 Chapter 16
- b. One 3" deck gun discharge
- c. Four 2.5" discharge outlets (includes one (1) rear 2-1/2" discharge)
- d. One 2.5" suction inlet on left pump panel
- e. Two 6" steamer inlets with caps
- f. Discharge and inlet pressure reliefs
- g. Two 1.75" crosslays with 2" piping
- h. One 3" tank to pump line
- i. One 2" tank fill line
- j. 30 degrees turn downs on all 2-1/2" or larger discharges
- k. Anti-vibration gauges
- l. Color coded pump panel tags
- m. Stainless steel plumbing with 10-year warranty
- n. One 4" LDH discharge, right side pump panel, hand wheel control with 4" discharge valve and piping

7. WATER TANK

- a. 750-gallon rectangular tank (U.S.) poly.
- b. Lifetime warranty
- c. 12" x 12" fill tower

8. COMPARTMENTS

- a. Manufacturer will submit cubic feet and size of compartments with bid.

9. WARRANTY

- a. 1 year bumper to bumper mechanical, excluding normal wear and tear items
- b. 10 year cab and body structural
- c. 10 year paint pro-rated
- d. 10 year corrosion perforation on cab and body
- e. Lifetime frame warranty
- f. 2 year axle warranty
- g. 5 year engine warranty
- h. 5 year transmission warranty
- i. 5 year fire pump warranty
- j. Lifetime booster tank



**FLORIDA FIRE CHIEFS' ASSOCIATION,
FLORIDA SHERIFFS ASSOCIATION
& FLORIDA ASSOCIATION OF COUNTIES**

**2012 LEVEL II CUSTOM PUMPER
Specification #17
(Custom Chassis - 4 Door)**

The Custom Pumper, purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by manufacturer by specification.

MODEL: KME Flatback FL17LVL2
BASE PRICE: \$357,181.00
BODY: Formed Aluminum
MANUFACTURER: Kovatch Mobile Equip. Corp. (KME)

Pierce Arrow XT Series
\$387,678.00
Formed Aluminum
Pierce Manufacturing, Inc.

MODEL: Commander FSA 17
BASE PRICE: \$340,030.00
BODY: Formed Aluminum
MANUFACTURER: Rosenbauer South Dakota, LLC

While the Florida Fire Chiefs' Association, Florida Sheriffs Association and Florida Association of Counties have attempted to identify equipment required to meet all current NFPA 1901, (2009 edition), applicable for pumper fire apparatus Chapter 5 and other required chapters, FMVSS (applicable areas) and NHTSA standards, we realize equipment needs and preferences are going to vary from agency to agency. Any options required or changes required by purchaser shall be made through the vendor listed.

Purchasers are advised that the above referenced vehicle specification comes equipped as a base unit only. The Florida Fire Chiefs' Association, Florida Sheriffs Association and Florida Association of Counties have identified and equipped the base unit with those specifications and equipment items required to meet all current NFPA. Since equipment needs and preferences are going to vary from agency to agency, any additional options required or changes to the base unit desired by the purchaser shall be made through the manufacturer listed.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate vendor.



**FLORIDA FIRE CHIEFS' ASSOCIATION,
FLORIDA SHERIFFS ASSOCIATION
& FLORIDA ASSOCIATION OF COUNTIES**

**2012 LEVEL II CUSTOM PUMPER
Specification #17
(Custom Chassis - 4 Door)**

The Custom Pumper, purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by manufacturer by specification.

MODEL:	KME Flatback FL17LVL2	Pierce Quantum Series
BASE PRICE:	\$352,582.00	\$395,482.00
BODY:	Formed Galvanneal Steel	Formed Galvanneal Steel
MANUFACTURER:	Kovatch Mobile Equip. Corp. (KME)	Pierce Manufacturing, Inc.

While the Florida Fire Chiefs' Association, Florida Sheriffs Association and Florida Association of Counties have attempted to identify equipment required to meet all current NFPA 1901, (2009 edition), applicable for pumper fire apparatus Chapter 5 and other required chapters, FMVSS (applicable areas) and NHTSA standards, we realize equipment needs and preferences are going to vary from agency to agency. Any options required or changes required by purchaser shall be made through the vendor listed.

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**FLORIDA FIRE CHIEFS' ASSOCIATION,
FLORIDA SHERIFFS ASSOCIATION
& FLORIDA ASSOCIATION OF COUNTIES**

**2012 LEVEL II CUSTOM PUMPER
Specification #17
(Custom Chassis - 4 Door)**

The Custom Pumper, purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by manufacturer by specification.

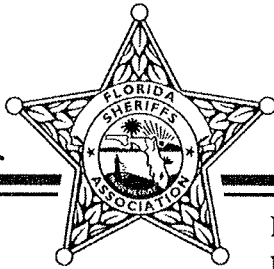
MODEL:	E-ONE Cyclone Pumper	KME Flatback FL17LVL2
BASE PRICE:	\$394,151.00	\$381,913.00
BODY:	Formed Stainless Steel	Formed Stainless Steel
MANUFACTURER:	Hall-Mark Fire Apparatus (E-ONE)	Kovatch Mobile Equip. Corp. (KME)
MODEL:	Pierce Velocity Series	
BASE PRICE:	\$399,974.00	
BODY:	Formed Stainless Steel	
MANUFACTURER:	Pierce Manufacturing, Inc.	

While the Florida Fire Chiefs' Association, Florida Sheriffs Association and Florida Association of Counties have attempted to identify equipment required to meet all current NFPA 1901, (2009 edition), applicable for pumper fire apparatus Chapter 5 and other required chapters, FMVSS (applicable areas) and NHTSA standards, we realize equipment needs and preferences are going to vary from agency to agency. Any options required or changes required by purchaser shall be made through the vendor listed.

Purchasers are advised that the above referenced vehicle specification comes equipped as a base unit only. The Florida Fire Chiefs' Association, Florida Sheriffs Association and Florida Association of Counties have identified and equipped the base unit with those specifications and equipment items required to meet all current NFPA. Since equipment needs and preferences are going to vary from agency to agency, any additional options required or changes to the base unit desired by the purchaser shall be made through the manufacturer listed.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate vendor.

FLORIDA



SHERIFFS ASSOCIATION

Post Office Box 12519 • Tallahassee, Florida 32317-2519
Phone 850/877-2165 • FAX 850/878-8665 • www.flsheriffs.org

DATE: December 16, 2014

TO: ALL PROSPECTIVE PURCHASING AGENTS

FROM: Becky Keillor, Bid Coordinator
Drew Terpak, Business Operations Manager

RE: Additional 30 day Extension of Bid 11-10-1202
Fire Rescue Vehicles & Other Fleet Equipment
(Extended from December 31, 2014 through January 31, 2015)

The Florida Sheriffs Association will extend Bid 11-10-1202 through January 31, 2015. No additional increase has been authorized. Please see the prior extension memo dated January 3, 2014 for pricing. All terms and conditions will remain the same with the exception of the date.

The following vendors have agreed to extend their pricing through the extension:

- Ten-8 as the authorized representative for Pierce Manufacturing, Braun Industries, and Osage Ambulance.
- Rosenbauer
- Wheeled Coach
- Road Rescue
- Excellence
- American Emergency Vehicles
- ETR
- KME
- Toyne
- Hall-mark Fire

We appreciate your loyalty and continued support.

Sincerely,

Drew Terpak
Business Operations Manager



MEMO



FLORIDA SHERIFFS ASSOCIATION

P. O. Box 12519 • Tallahassee, FL 32317-2519

PHONE (850) 877-2165 • FAX (850) 878-8665

WEB SITE: www.flsheriffs.org

DATE: January 3, 2014

TO: **PROSPECTIVE PURCHASING AGENCIES**

FROM: Lynn Meek Peggy Goff Drew Terpak
Contract Coordinator Contract Manager Contract Specialist

RE: **Additional Extension of Bid 11-10-1202**
Fire Rescue Vehicles & Other Fleet Equipment
(Extended from January 1, 2014 - December 31, 2014)

The Florida Sheriffs Association will extend Bid 11-10-1202 through December 31, 2014. All terms and conditions will remain the same with the exception of the date.

The Florida Sheriffs Association has agreed for manufacturers to cover any additional cost in the base model not to exceed three percent (3%) or a maximum aggregate of a six percent (6%) overall cost increase over the original base contract price and all options offered through Bid 11-10-1202, as allowed in Part B, item thirteen (13). This bid was originally effective from January 1, 2012 thru December 31, 2012, but was extended from January 1, 2013 thru December 31, 2013. Manufacturers also agreed to extend once again from January 1, 2014 thru December 31, 2014.

Purchase orders should start at the base price for the vehicle being purchased and show the allowed increase. The end user should request documentation from the manufacturers in order to substantiate the increase.

We appreciate your loyalty and continued support.



CITY OF PORT ORANGE PIGGYBACK AGREEMENT

This Piggyback Agreement is entered to this ____ day of _____, 20__, by and between the **CITY OF PORT ORANGE**, a Florida municipal whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **TEN-8 FIRE EQUIPMENT, INC. ("CONTRACTOR")**, a Florida limited liability company whose principal address is 2904 59th Avenue Drive East, Bradenton, FL 34208 (collectively "the Parties").

WHEREAS, on the 1st day of January, 2012, Contractor entered into Contract with the Florida Sheriffs Association, pursuant to Bid No. 11-10-1202 (the "FSA Agreement"); and

WHEREAS, the FSA Agreement provides for a term commencing on January 1, 2012 and continuing until December 31, 2012; and

WHEREAS, the FSA Agreement provides for two (2) additional 1 year renewals and a 31 day extension continuing until January 31, 2015; and

WHEREAS, by entering into this Piggyback Agreement, Contractor agrees to honor the terms of the FSA Agreement for the acquisition of fire rescue vehicles and other fleet equipment purchased by the City of Port Orange; and

WHEREAS, a copy of Bid No. 11-10-1202 and the FSA Agreement are available in the Office of the City Clerk, City Hall, 1000 City Center, Port Orange, Florida 32129; 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. **Initial Term.** This Contract shall be effective commencing on the last date this Contract is signed by the Parties, and continuing until January 31, 2015.

2. **Contractor Obligation.** Contractor agrees to sell fire rescue vehicles and other fleet equipment to the City at the unit prices set forth in the FSA Agreement, except as modified herein and attached hereto as Exhibit "1". Contractor agrees that all pricing shall remain valid for the duration of this Agreement. Contractor shall not deliver goods or services without a written purchase order, signed by an authorized agent of the City of Port Orange. 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.

3. **Authorization for Services.** This Contract standing alone does not authorize the purchase of any fire rescue vehicles and other fleet equipment or require the City to place any orders for fire rescue vehicles and other fleet equipment. Exhibit "1" attached hereto is for informational purposes only, and no order shall be commenced until issuance of a written Purchase Order from the City to the Contractor at the direction of the City Manager.

4. City Obligations. The City agrees to compensate Contractor at the unit prices set forth in the FSA Agreement pursuant to an amount subject to a limit up to but not to exceed Six Hundred Sixty-Six Thousand, Seven Hundred Sixty-Nine and No/100 Dollars (\$666,769.00) during the term of this Contract. The City shall make payment on all invoices in accordance with the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

5. Termination for Convenience of the City

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

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

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

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

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

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

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

- (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - (1) the cost of work performed or supplies delivered;

- (2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;
 - (3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.
- (ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 20 of this contract concerning disputes.

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

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

8. Examination of Records

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

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

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

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

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

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

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

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

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

10. Termination for Non-Appropriation of Funds

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

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

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

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

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

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

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. 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.

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

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

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

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

18. Inspection

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

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such

supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

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

19. Contract Administration. The Interim Public Works Director, Mike Silvey shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

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 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.**

25. Additional Provisions

(a) As may have been outlined in the FSA 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 FSA Agreement to "Florida Sheriffs Association" or "Florida Association of Counties" shall be construed to mean the "City of Port Orange."

(c) In the event of a conflict between the FSA Agreement and this Contract, this Contract with the City of Port Orange shall control.

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

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

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

Copy to: City of Port Orange
Attention: Mike Silvey, Interim Public Works Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5575

Contractor: Ten-8 Fire Equipment, Inc.
Attention: Dann A. Bouwer, President
2904 59th Avenue Drive East
Bradenton, Florida 34203
(800) 228-8368 – telephone
(941) 756-2598 – facsimile
Info@ten8fire.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:

TEN-8 FIRE EQUIPMENT, INC.

Printed Name: _____

Printed Name: _____

By: _____

Printed Name: _____

Title: _____

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

Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Dann A. Bouwer, as President of Ten-8 Fire Equipment, 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 _____, 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 4672]



FLORIDA FIRE CHIEFS' ASSOCIATION, FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

2012 LEVEL II CUSTOM PUMPER Specification #17 (Custom Chassis - 4 Door)

The Custom Pumper, purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by manufacturer by specification.

MODEL: E-ONE Cyclone Pumper
BASE PRICE: \$394,151.00
BODY: Formed Stainless Steel
MANUFACTURER: Hall-Mark Fire Apparatus (E-ONE)

KME Flatback FL17LVL2
\$361,913.00
Formed Stainless Steel
Kovatch Mobile Equip. Corp. (KME)

MODEL: Pierce Velocity Series
BASE PRICE: \$399,974.00
BODY: Formed Stainless Steel
MANUFACTURER: Pierce Manufacturing, Inc.

While the Florida Fire Chiefs' Association, Florida Sheriffs Association and Florida Association of Counties have attempted to identify equipment required to meet all current NFPA 1901, (2009 edition), applicable for pumper fire apparatus Chapter 5 and other required chapters, FMVSS (applicable areas) and NHTSA standards, we realize equipment needs and preferences are going to vary from agency to agency. Any options required or changes required by purchaser shall be made through the vendor listed.

Purchasers are advised that the above referenced vehicle specification comes equipped as a base unit only. The Florida Fire Chiefs' Association, Florida Sheriffs Association and Florida Association of Counties have identified and equipped the base unit with those specifications and equipment items required to meet all current NFPA. Since equipment needs and preferences are going to vary from agency to agency, any additional options required or changes to the base unit desired by the purchaser shall be made through the manufacturer listed.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate vendor.

PROPOSAL FOR FURNISHING FIRE APPARATUS

November 13, 2014

PORT ORANGE FIRE RESCUE
1090 CITY CENTER BOULEVARD
PORT ORANGE, FL 32129

The undersigned is prepared to manufacture for you, upon an order being placed by you, for final acceptance by Pierce Manufacturing, Inc., at its home office in Appleton, Wisconsin, the apparatus and equipment herein named and for the following prices:

One Pierce Impel FR Custom PUC Pumper per the enclosed proposal. ¹ This unit is being offered by accessing the Florida Sheriff's Association Contract for Fire Rescue Vehicles, Specification #17, Type II Custom Pumper. See contract information in Tab 6. A pricing summary is included on the following page for your review.	\$ 597,898.00
Chassis progress payment of \$273,191.00 due 90 days prior to final delivery.	(8,281.00)
Loose equipment per our Quote #SVQ 13639, which is included in this section for your review.	77,152.00
Total \$	666,769.00

Said apparatus and equipment are to be built and shipped in accordance with the specifications hereto attached, delays due to strikes, war, or intentional conflict, failures to obtain chassis, materials, or other causes beyond our control not preventing, within about 9 months after receipt of this order and the acceptance thereof at our office at Appleton, Wisconsin, and to be delivered to you at the City of Port Orange, Florida.

The specifications herein contained shall form a part of the final contract, and are subject to changes desired by the purchaser, provided such alterations are interlined prior to the acceptance by the company of the order to purchase, and provided such alterations do not materially affect the cost of the construction of the apparatus.

The proposal for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of bid, and with all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus as published at the time of bid, except as modified by customer specifications. Any increased costs incurred by first party because of future changes in or additions to said DOT or NFPA standards will be passed along to the customers as an addition to the price set forth above.

Unless accepted within 60 days from date, the right is reserved to withdraw this proposition.

Pierce Manufacturing, Inc.

By: 

AUTHORIZED SALES REPRESENTATIVE

Robert F. Boggus



QSD1397

EXHIBIT "1"

Revised: 12/29/2008



CUSTOMER CHANGE ORDER FORM

CUSTOMER: City of Port Orange, FY 2014-2015

JOB #:

Pending

Item	Date	Description	Deduct	Add	Info	STF	Entered in Pulse
1							
2		FSA Specification #17 Level II Custom Pumper, Velocity Series		\$399,974.00			
3		3% Price Adjustment per FSA		\$11,999.00			
4		3% Price Adjustment per FSA		\$12,359.00			
5		Changes to meet City of Port Orange requirements:					
6		Change to an Impel cab from a Velocity cab		\$0.00			
7		Upgrade front axle, wheels, tires, and suspension to TAK4 IFS with a 19,500 pound rating.		\$10,284.00			
8		Upgrades to cab, including electric windows, hands free SCBA brackets, LED dome lights.		\$7,089.00			
9		Onboard battery charger with Kussmaut receptacle		\$2,433.00			
10		Wheel chocks and mounting brackets		\$885.00			
11		Change scene lights to 12-volt LED, add one visor light, and delete hydraulic generator.	(4,709.00)				
12		Add front impact air bags and side roll protection		\$12,442.00			
13		Change body material from stainless steel to aluminum	(4,922.00)				
14		Add stainless steel guards for roll-up doors and LED strip lighting for compartments		\$2,229.00			
15		Increase body length to 214" PUC body		\$13,001.00			
16		Add four more adjustable shelves and three additional r/o trays, and two toolboards		\$4,156.00			
17		Delete two pike poles	(278.00)				
18		Add 2.5" inlet to PS pump panel		\$1,155.00			
19		Add zinc anodes to pump inlets		\$323.00			
20		Delete one 2.5" PS discharge	(1,448.00)				
21		Add one large diameter discharge		\$4,013.00			
22		Add front discharge outlet		\$2,158.00			
23		Add oil dry hopper		\$1,092.00			
24		Add air horn control at pump panel		\$164.00			
25		Add hatch compartments to top of body each side		\$7,634.00			
26		Add poly material and peg boards to compartments		\$4,311.00			
27		Add Opticom to light bar and increase LED lights in bar		\$2,959.00			
28		Add two tone paint to cab		\$2,047.00			
29		Add lettering and striping for POFR requirements.		\$4,229.00			
30		Add crosslays to front bumper IPO front hose tray		\$5,319.00			
31		Add hard surface mounts on top of engine tunnel for equipment		\$339.00			
32		Add NightScan light tower with enclosure to cab roof		\$12,003.00			
33		Add aluminum treadplate hosebed cover		\$5,364.00			
34		Add transverse storage for backboard/stokes above pump compartment		\$1,123.00			
35		Add spare wiring and power outlets in cab		\$782.00			
36		Add winch receivers and power to sides and rear of apparatus with extended rear bumper		\$3,702.00			
37		Add Husky 12 Foam System with 20 gallon foam cell		\$19,737.00			
38		Add 2.5 speedlay at pump compartment		\$3,780.00			
39		Add electric start and remote start provisions for CF generator with breaker box		\$2,232.00			
40		Add cord reel, cord, and outlets for 120-volt power		\$4,489.00			
41		Add cascade system, air control panel, fill station and Haskel booster pump for air operations		\$26,391.00			
42		Add hydraulic reels and jumper hoses for four outlets		\$10,616.00			
43		Add Wam 9000# portable winch and four rescue chains, with box		\$2,987.00			
44		Add fuel pick-up, electric start, and remote start for diesel power unit for hydraulic tools		\$3,455.00			
45							
			(11,357.00)	\$609,255.00			

TOTAL CHANGES MADE TO ORDER

597,898.00

EXHIBIT "1"



Proposal Option List

11/13/2014

Customer :	Port Orange Fire Rescue	Bid Number :	422
Representative :	Boggus Robert	DB Version:	02.00.0570.0000
Organization :	Ten-8 Fire Equipment, Inc	Bid Date :	10/03/2014
Requirements Manager:		Job Number :	
Description :	Port Orange Heavy Engine 2015		
Body :	Pumper, PUC, Aluminum		
Chassis :	Impel Chassis, PUC, 2010		

Line	Option Code	Type	Option Description	Qty
1	0659545		Boiler Plates, PUC Pumper Bidder/Sales Organization - TEN-8 FIRE EQUIPMENT, INC. Dealership/Sales Organization, Service - TEN-8 FIRE EQUIPMENT, INC. Delivery - Delivery representative Fire Department/Customer - PORT ORANGE FIRE RESCUE Miles - 50 Miles Number of Fire Dept/Municipalities - 5 Operating/In conjunction W-Service Center - Operating	1
2	0661794		Single Source Compliance	1
3	0584456		Manufacture Location: Appleton, Wisconsin	1
4	0584452		RFP Location: Appleton, Wisconsin	1
5	0588609		Vehicle Destination, US	1
6	0533316		Comply NFPA 1901 Changes Effective Jan 1, 2009, With Exceptions	1
7	0533347		Pumper/Pumper with Aerial Device Fire Apparatus	1
8	0588611		Vehicle Certification, Pumper	1
9	0661778		Agency, Apparatus Certification, Pumper/Tanker, U.I.	1
10	0008036		Career/Paid Department	1
11	0537375		Unit of Measure, US Gallons	1
12	0030006		Bid Bond Not Requested	1
13	0540326		Performance Bond, Not Requested	1
14	0000007		Approval Drawing	1
15	0002928		Electrical Diagrams	1
16	0597573		Impel Chassis, PUC, 2010	1
17	0000110		Wheelbase Wheelbase - 217.5 inches	1
18	0000070		GVW Rating GVW rating - 50,000 pounds	1
19	0000203		Frame Rails, 13.38 x 3.50 x .375, Qtm/AXT/Imp/Vel/Dash CF	1
20	0060637		Frame Liner, Inv "L" 12.68" x 3.00" x .25", AXT/Vel/Imp, Full Length	1
21	0508848		Axle, Front, Oshkosh TAK-4, Non Drive, 19,500 lb, Imp/Vel	1
22	0030264		Suspension, Front TAK-4, 19,500 lb, Qtm/AXT/Imp/Vel/Dash CF/Enf	1
23	0087572		Shock Absorbers, KONI, on TAK-4 Qtm/AXT/Imp/Vel/DCF/Enf	1
24	0000322		Oil Seals, Front Axle	1
25	0594821		Tires, Front, Goodyear, G296 MSA, 425/65R22.50, 20 ply	1
26	0019611		Wheels, Front, Alcoa, 22.50" x 12.25", Aluminum, Hub Pilot	1
27	0530467		Axle, Rear, Meritor RS30-185, 31,000 lb, Imp/Vel/Dash CF	1
28	0544253		Top Speed of Vehicle, 68 MPH	1
29	0122074		Suspen, Rear, Standens, Spring, 31,000 lb, Imp/Vel/Dash CF	1
30	0000485		Oil Seals, Rear Axle	1
31	0585004		Tires, Rear, Goodyear, G289 WHA, 315/80R22.50, 20 ply, Single	1
32	0654750		Wheels, Rear, Alcoa-Accuride, 22.50" x 9.00", Aluminum-Steel, Hub Pilot, Single	1
33	0568081		Tire Balancing, Counteract Beads	1
34	0627986		Tire Pressure Monitoring, RealWheels, AirSecure, Valve Cap Qty, Tire Pressure Ind - 6	1
35	0003245		Axle Hub Covers w/center hole, S/S, Front Axle	1
36	0001960		Axle Hub Covers, Rear, S/S, High Hat (Pair)	1
37	0057936		Covers, Lug Nut, Chrome	1
38	0002045		Mud Flaps, w/logo front & rear	1
39	0544802		Chocks, Wheel, SAC-44-E, Folding Qty, Pair - 01	1
40	0544806		Mounting Brackets, Chocks, SAC-44-E, Folding, Horizontal Location, Wheel chock - under the apparatus body on the driver's side	1

Line	Option Code	Type	Option Description	Qty
			Qty, Pair - 01	
41	0010670		ABS Wabco Brake System, Single rear axle	1
42	0030185		Brakes, Knorr/Bendix 17", Disc, Front, TAK-4	1
43	0000740		Brakes, Meritor, Cam, Rear, 16.50 x 8.63"	1
44	0020784		Air Compressor, Brake, Cummins/Wabco 18.7 CFM	1
45	0000786		Brake Reservoirs, Four	1
46	0568012		Air Dryer, Wabco System Saver 1200, 2010	1
47	0000790		Brake Lines, Nylon	1
48	0000854		Air Inlet, w/Disconnect Coupling	1
			Location, Air Coupling(s) - a) DS Step Well	
			Qty, Air Coupling (s) - 1	
49	0651395		Outlet, Air, with shut off valve, Milton "A" Fittings	1
			Location, Air Coupling(s) - h) DS Pump Panel	
			Qty, Air Coupling (s) - 1	
50	0623941		Engine, Cummins ISL9, 450 hp, 1250 ft-lb, W/OBD, EPA 2015, WREPTO, Imp/Vel	1
51	0001244		High Idle w/Electronic Engine, Custom	1
52	0687994		Engine Brake, Jacobs Compression Brake, Cummins Engine	1
			Switch, Engine Brake - e) ISC/ISM/ISL9/ISX Hi Med Lo	
53	0552334		Clutch, Fan, Air Actuated, Horton Drive Master	1
54	0123135		Air Intake, w/Ember separator, Imp/Vel	1
55	0597542		Exhaust System, 4", 2010 ISL9/ISC8.3 Engine, Horizontal, Officer Side	1
56	0557543		Radiator, Imp/Vel	1
57	0511425		Cooling Hoses, Rubber	1
58	0001125		Fuel Tank, 65 Gallon, Left Side Fill	1
59	0001129		Lines, Fuel	1
60	0635661		DEF Tank, 4.5 Gallon, DS Fill, Rear of Axle, Com Dr, Spring Flip Dr, Non-Vent Cap	1
			Door, Material & Finish, DEF Tank - Brushed Stainless	
61	0552793		Not Required, Fuel Priming Pump	1
62	0582243		Shutoff Valves, Fuel Line @ Primary Filter, Cummins	1
63	0699437		Cooler, Chassis Fuel, Not Req'd.	1
64	0621647	SP	Tube, Fuel Pick-Up, Customer/Dealer Installed, Diesel Powered Hyd Power Unit	1
65	0690880		No Selection Required From This Category	1
66	0642572		Trans, Allison 5th Gen, 3000 EVS P, Imp/Vel/Dash CF/SFR/Ent, With Prognostics	1
67	0625329		Transmission, Shifter, 5-Spd, Push Button, 3000 EVS	1
68	0517604		Transmission Programming, Park to Neutral, PUC	1
69	0684459		Transmission Oil Cooler, Modine, External	1
70	0001370		Driveline, Spicer 1710	1
71	0669988		Steering, Sheppard M110 w/Tilt, TAK-4, Eaton Pump, w/Cooler	1
72	0001544		Not Required, Steering assist cylinder on front axle	1
73	0509230		Steering Wheel, 4 Spoke without Controls	1
74	0559647		Pierce Logo on Horn Button	1
75	0096752		Winch, Warn, 9,000 lb. Portable Receiver Type w/Synthetic Rope	1
76	0670592		Bumper, 26" Extended, Under Slung, Recessed Crosslays/Trays, Imp/Vel	1
77	0510226		Lift & Tow Package, Imp/Vel, AXT, Dash CF	1
78	0002270		Tow Hooks, Chrome	1
79	0698960		Coating, Top Flange, Front Bumper, Outside Exterior, Line-X Coating, Black	1
80	0668316		Cab, Impel FR, 7010 Raised Roof, PUC	1
81	0668309		Engine Tunnel, ISL and DD13, Impel/Velociry FR	1
82	0677478		Rear Wall, Exterior, Cab, Aluminum Treadplate	1
83	0122465		Cab Lift, Elec/Hyd, Imp/Vel	1
84	0123176		Grille, Bright Finished, Front of Cab, Impel/Velociry	1
85	0646179		Trim, S/S, Rect Headlights, VEL/IMP	1
			Material Trim/Scuffplate - b) S/S, Brushed	
			Turnsignal Covers - No Covers	
86	0087357		Molding, Chrome on Side of Cab	1
87	0569263		Mirrors, Retractable, West Coast Style, Remote, w/Remote Convex	1
88	0667942		Door, Half-Height, Impel FR 4-Door Cab, Raised Roof	1
89	0655511		Door Panel, Brushed Stainless Steel, Impel/Velociry 4-Door Cab	1
90	0667905		Storage Pockets w/ Elastic Cover, Recessed, Impel/Velociry FR	1
91	0667902		Controls, Electric Windows, All Cab Doors, Impel/Velociry FR	1
92	0555485		Steps, 4-Door Full Tilt Cab, Std, Imp/Vel	1
93	0509649		Lights, Cab and Crew Cab Access Steps, P25, LED w/Bezel, 1 Light Per Step	1

Line	Option Code	Type	Option Description	Qty
94	0002140		Fenders, S/S on Cab	1
95	0122479		Window, Side of C/C, Fixed, Imp/Vel	1
96	0553144		Trim, Cab Side Windows, Impel	1
97	0012090		Not Required, Windows, Front/Side of raised roof	1
98	0509287		Windows, Rear CC, (2) 8" x 14", Imp/Vel	1
99	0553198		Trim, Cab Rear Windows, Impel	1
100	0032244		Enclosure Around Night Scan on Cab Roof, Painted	1
101	0657539		Mounting Provisions, 3/16" Alum, Officer and Rear Engine Tunnel, Vel/Imp	1
			Material Finish, Cab Interior - Painted	
			Mounting Provision Spacing - .50"	
102	0667960		Cab Interior, Painted Walls, Imp/Vel FR	1
			Color, Cab Interior Vinyl/Fabric - a) Silver/Gray	
103	0667943		Cab Interior, Paint Color, Impel/VelocitY FR	1
			Color, Cab Interior Paint - i) fire smoke gray	
104	0509532		Floor, Rubber Padded Cab & Crew Cab, Imp/Vel, Dash CF	1
105	0667936		Heater/defroster, Dual Zone Control, Impel/VelocitY FR	1
106	0668089		Air Conditioning, Impel/VelocitY FR, Dual Zone Control, Center Mount	1
107	0639675		Sun Visor, Smoked Lexan, AXT, Dash CF, Imp/Vel, Saber FR/Enforcer	1
			Sun Visor Retention - No Retention	
108	0543257		Grab Handles, Driver Door Post & Passenger Dash panel, Imp/Vel	1
109	0583938		Lights, Engine Compt, Custom, Automatic Sw, Whelen 3SC0CDCR, 3" LED, Trim	2
			Qty, - 02	
110	0122516		Fluid Check Access, Imp/Vel, AXT	1
111	0002501		Map box, 4 bln/30 Deg Slant, Custom Chassis	1
			Location - TBD	
112	0583042		Side Roll and Frontal Impact Protection	1
113	0000109		Seating Capacity, Cab	5
			Qty, - 05	
114	0697005		Seat, Driver, Pierce PS6, Premium, Air Ride, High Back, Safety	1
115	0696994		Seat, Officer, Pierce PS6, Premium, Safety, Air Ride, SCBA	1
116	0002517		Not Required, Radio Compartment	1
117	0122183		Seat, Rr Facing C/C, DS Outboard, Pierce PS6, Premium, Safety, SCBA	1
118	0102783		Not Required, Seat, Rr Facing C/C, Center	1
119	0122186		Seat, Rr Facing C/C, PS Outboard, Pierce PS6, Premium, Safety, SCBA	1
120	0108189		Not Required, Seat, Forward Facing C/C, DS Outboard	1
121	0122745		Seat, Forward Facing C/C, Center, (1) Pierce PS6, Premium Safety, SCBA	1
122	0108190		Not Required, Seat, Forward Facing C/C, PS Outboard	1
123	0511300		Upholstery, Seats In Cab, All Imperial 1200, Pierce PS6	1
			Color, Cab Interior Vinyl/Fabric - c) Black	
124	0543991		Bracket, Air Bottle, Hands-Free II, Cab Seats	4
			Qty, - 04	
125	0627339		Seat Belt, Ready Reach	1
			Seat Belt Color - Red	
126	0553393		Seat Belt Height Adjustment, Imp/Vel, Dash CF	5
			Qty, - 05	
127	0691237		Seat Belt Monitoring System	1
128	0543133		Bracket, Helmet Holder, Zico UHH-1	1
			Qty, Helmet Storage Brkt - 5	
129	0647647		Lights, Dome, FRP Dual LED 4 Lts	1
			Color, Dome Lt - Red & White	
			Color, Dome Lt Bzl - Black	
			Control, Dome Lt Color - Lens Switch	
			Control, Dome Lt White - Door Switches and Lens Switch	
130	0631779		Light, Map, Overhead, Round Halogen, AXT/Imp/Vel/Dash CF, Hawk EX	1
			12vdc power from - Battery switched	
131	0544332		Portable Hand Light, Provided by Fire Department, Pumper NFPA Classification	1
132	0594554		Cab Instruments, Blk Gags, Blk Bez, Impel 2010	1
133	0509511		Air Restriction Indicator, Imp/Vel, AXT, Dash CF	1
134	0543751		Light, Do Not Move Apparatus	1
			Alarm, Do Not Move Truck - Pulsing Alarm	
135	0509042		Messages, Open Door/Do Not Move Truck, Imp/Vel, Vel SLT, AXT, Dash CF/Enf	1
136	0509921		Switching, Cab, Membrane, Impel/VelocitY/Quantum, AXT MUX, Dash CF	1

Line	Option Code	Type	Option Description	Qty
			Location, Emerg Sw Pnls - Driver's Side Overhead	
137	0555915		Wiper Control, 2-Speed with Intermittent, Impel/Velocisty, Dash CF, AXT MUX	1
138	0548013		Wiring, Spare, 20 A 12V DC 2nd	1
			12vdc power from - Battery switched	
			Location - in the pump panel area for a remote start for a hydraulic power unit	
			Qty, - 01	
			Wire termination - b) butt splice	
139	0548006		Wiring, Spare, 15 A 12V DC 2nd	1
			12vdc power from - Battery direct	
			Location - in the P4 compartment on the forward wall up high	
			Qty, - 01	
			Wire termination - p) 15 amp power point plug	
140	0548004		Wiring, Spare, 15 A 12V DC 1st	3
			12vdc power from - Battery direct	
			Location - on the dash adjacent to the officer's position	
			Qty, - 03	
			Wire termination - p) 15 amp power point plug	
141	0548009		Wiring, Spare, 20 A 12V DC 1st	1
			12vdc power from - Battery direct	
			Location - at the rear of the crew cab on the passenger's side	
			Qty, - 01	
			Wire termination - Terminal Strip with SS cover	
142	0511422		Vehicle Information Center, LCD On Gauge Cluster Only	1
143	0543930		Vehicle Data Recorder, Dual Module	1
144	0696439		Antenna Mount, Custom Chassis, Cable Routed to Instrument Panel Area	1
			Location - centered behind the light bar	
			Qty, - 01	
145	0624240		Pierce Command Zone, Advanced Electronics & Control System, Impel	1
146	0624255		Electrical System, Impel	1
147	0079166		Batteries, (4) Exide Grp 31, 950 CCA each, Threaded Stud	1
148	0008621		Battery System, Single Start, All Custom Chassis	1
149	0123174		Battery Compartment, Imp/Vel	1
150	0579436		Charger, Sngl Sys, Kussmaul, 1200, 091-187-12-Remote, 40 Amp	1
151	0012782		Location, Charger, Front Left Side Body Compartment	1
			Location - in D2 as high and as far forward as possible	
152	0530951		Location, Battery Charger Indicator, DS Behind Cab Door	1
153	0016857		Shoreline, 20A 120V, Kussmaul Auto Eject, 091-55-20-120, Super	1
			Color, Kussmaul Cover - b) red	
			Connection, Shoreline - the onboard battery charger	
			Qty, - *	
154	0026800		Shoreline Location	1
			Location, Shoreline(s) - DS Cab Side	
155	0009429		Electric Power Only, Portable Winch	3
			Location - at each hitch receiver location	
			Qty, Receptacles - 03	
156	0121711		Alternator, 320 amp, Leece-Neville 4962PA, Sgl Sys	1
157	0092582		Load Manager/Sequencer, MUX	1
			Enable/Disable Hi-Idle - e)High Idle enable	
158	0648716		Headlights, Rectangular Halogen, Imp/Vel	1
159	0648425		Light, Directional, Whelen 600 LED Combination, Cab Corners, Imp/Vel/AXT/Qtm/DCF	1
			Color, Lens, LED's - m)match LED's	
160	0648074		Lights, Clearance/Marker/ID, Front, P25 LED, 7 Lts	1
161	0088869		Lights, Clearance/Marker/ID, Rear, Truck-Lite 26250R LED 7Lts	1
162	0650678		Lights, Tail, Whelen 60BTT* Red LED Stop/Tail & 60A00TAR Amb LED Dir w/Flange	1
			Color, Lens - Colored	
163	0039215		Lights, Backup, Whelen 600, LED	1
			Flange Kit, Whelen 6E - w)6E or 64 Flange Kit	
164	0664481		Bracket, License Plate & Light, P25 LED	1
165	0589905		Alarm, Back-up Warning, PRECO 1040	1
166	0521285		Light, Directional/Marker, Intermediate Light, Truck-Lite Model 60115Y LED	1
167	0687604		Lights, Perimeter Scene Cab Exits, Truck-Lite 6060C LED Grommet Mt 4 Dr	1
168	0538271		Lights,Perimeter,Truck-Lite 6060C LED Grmt (4) Lts Pump Panel/Rear Step	1

Line	Option Code	Type	Option Description	Qty
169	0566799		Switch, Location, Perim - Parking brake	
170	0653347		Lights, Step, P25 LED 4lts, Ign, Parking Brake Activated	1
			Light, Visor, Whelen, 12V PCP2 Pioneer LED Fld/Spt, 1st	1
			Color, Wln Lt Housing - White Paint	
			Location, driver's/passenger's/center - DS	
			Qty, - 01	
			Switch, Lt Control 1 DC,1 - a) DS Switch Panel	
			Switch, Lt Control 2 DC,2 - e) No Control	
			Switch, Lt Control 3 DC,3 - d) No Control	
171	0589796		Light, Whelen, 12V PCP2 Pioneer LED Fld/Spt, PBA203 Recessed 15 Deg 1st	1
			Color, Wln Lt Housing - White Paint	
			Location, lights - centered in the passenger's side hatch compartment	
			Qty, - 01	
			Switch, Lt Control 1 DC,1 - a) DS Switch Panel	
			Switch, Lt Control 2 DC,2 - f) Pump Operator's Panel	
			Switch, Lt Control 3 DC,3 - d) No Control	
			Switch, Lt Control 4 DC,4 - d) No Control	
172	0589793		Light, Whelen, 12V PCP2 Pioneer LED Fld/Spt, PBA203 Recessed 15 Deg 2nd	1
			Color, Wln Lt Housing - White Paint	
			Location, lights - centered in the hatch compartment on the driver's side	
			Qty, - 01	
			Switch, Lt Control 1 DC,1 - a) DS Switch Panel	
			Switch, Lt Control 2 DC,2 - f) Pump Operator's Panel	
			Switch, Lt Control 3 DC,3 - d) No Control	
			Switch, Lt Control 4 DC,4 - d) No Control	
173	0663831		Lights, Work, (2) Whelen PELCC LED PUC, Alternative Hose Bed Lights	1
			Switch, Scene Lt Cntrl - i)switch at rear and ds sw pnl	
174	0645877		Lights, Hose Bed, Sides, Dual LED Light Strips	1
			Control, Hose Bed Lts - Cup Switch At Rear	
175	0645677		Lights, Not Required, Rear Work, Alt. 12 Volt Lights At Rear Body	1
176	0518282		Pumper, PUC, Aluminum	1
177	0554271		Body Skirt Height, 20"	1
178	0501271		Tank, Water, 750 Gallon, Poly, Rectangular Form Fitting, PUC	1
179	0003405		Overflow, 4" Water Tank, Poly	1
180	0028104		Foam Cell Required	1
181	0074425		Modified Poly Tank for Equipment Storage Rack	1
182	0633066		Sleeve through Tank	1
			Qty, Sleeve - 1	
			Water Tank Sleeve - Plumbing/Hydraulic Diameter - 3" Plumbing	
183	0553729		Not Required, Restraint, Water Tank, Heavy Duty	1
184	0003429		No Direct Tank Fill Req'd	1
185	0003424		(No Dump Valve required)	1
186	0048710		Jet Assist Not Req'd	1
187	0030007		(No Dump Chute Required)	1
188	0514778		Not Required, Switch, Tank Dump Master	1
189	0597043		Body Height, PUC	1
			Body Height - 92.00"	
190	0199241		Hose Bed, Aluminum, Pumper, PUC	1
191	0003482		Hose Bed Capacity, Additional	1
			Capacity, Hosebed - 200' of 2.5" DJ, 600' of 3" DJ, and 1000' of 4" LDH	
192	0003488		Divider, Hose Bed, Unpainted	2
			Qty, Hosebed Dividers - 2	
193	0582169		Hose Restraint, Hose Bed, 2" Heavy Nylon Web, Hose Bed Frame, Rear	1
			Nylon Web Color - Black	
			Type of fastener - seat belt buckle	
			Type of fastener, Rear - seat belt buckle - bottom of hosebed	
194	0530804		Cover, Hose Bed, Alum Treadplate	1
195	0670766		Running Boards, Flip Out, PUC	1
196	0676723		Tailboard, 16" Deep, Full Width, Angled Corners, PUC	1
197	0690029		Wall, Rear, Body Material, PUC, PUC Tanker, PRM	1
198	0078558		Tow Bars, (2) w/Hitch Receiver, Rear/Sides, Under Body. No Wiring	1
199	0656764		Construction, Compt, Alum, Pumper, PUC	1

Line	Option Code	Type	Option Description	Qty
200	0515256		DS 214" Rollup, (1) 31" (1) 50.5" Fwd, (1) 52" Rr, FH/FD Front & Rear, PUC	1
201	0515258		PS 214" Rollup, (2) 42" Fwd, (1) 52" Rr, Full Height & Depth Front & Rear, PUC	1
202	0594005		Doors, Rollup, AMDOR, Side Compartments	8
			Color, Roll-up Door - ad) AMDOR painted to match lower	
			Latch, Roll-up Door - Lift-bar	
			Qty, Door Accessory - 08	
203	0599445		Rear - Rollup Dr/33.50" FF, w/Tailboard, PUC	1
204	0593958		Door, AMDOR, Roll-up, Rear Compartment, PUC	1
			Color, Roll-up Door - aaa) AMDOR satin aluminum	
			Latch, Roll-up Door - Lift-bar	
205	0592156		Lock, Lift-bar, Amdor Rollup Door	1
			Latch, Roll-up Door - Locking, 751, AXT/Qtm/Dash CF/Saber Cabs	
			Location, Door Accessory - P4 compartment	
			Qty, Door Accessory - 01	
206	0689549		Lights, Compt, Pierce LED, Dual Light Strips, Each Side of Door	9
			Location - all body compartments	
			Qty, - 09	
207	0515685		214" Hatch, (2) Lift-up, 21" Wide, Both Sides, PUC	1
			Size, Hatch Compt, Height - 19.00"	
208	0687993		Lights, Hatch Compt, LED Strip Light, 214", Both Sides	1
209	0661706		Lighting, Pierce, LED Strip Light, 63", Cargo Area	1
			Location - in the forward cargo area	
			Qty, - 01	
210	0687145		Shelf Tracks, Recessed, PUC/3rd Generation	1
211	0687108		Shelves, Adjustable, 500 lb Capacity, Full Width/Depth, Painted, 3rd Gen	7
			Location, Shelf - one in D1, two in D3 ahead of the partition/fill station, two in P4 rearward of the partition, one in P2 and one in P1	
			Qty, Shelf - 07	
212	0559754		Tray, 215 lb, Tilt/Slide-Out, 30 Deg, Adj, Painted, 3G	1
			Location - one in D2	
			Qty, Tray (slide-out) - 01	
213	0647772		Tray, Floor Mounted, Slide-Out, 500lb, 2.00" Sides, 3G	3
			location - D1, R1, and P1	
			Material - paint to match compt interior	
			Qty, - 03	
214	0555437		Toolboard, Slide-Out, Alum, .188", Peg Board, Painted, 3G	2
			location - two in P3	
			Mounting, Toolboard - Adjustable side-side	
			Qty - 2	
215	0641648		Hopper, Oil Dry, Roof Hatch	1
			Hopper Capacity - 250 lbs	
			Hopper Discharge - Chute - Through Floor Exterior	
			Hopper Valve Location - in the P4 compartment	
			Location - passenger's side hatch compartment as far forward as possible	
216	0585121		Mounting Board, Poly, Rear Wall of Compartment	9
			Location - on all three walls of P3 and the forward part of D3, and P1	
			Qty, - 09	
217	0530925		Equipment Storage, Transversed, Above Xlays, w/Backboard Storage, PUC	1
218	0524973		Partition, Trans Rear Compt, PUC	1
			Location, Partition - a) driver's side	
			Qty, Partition - 01	
219	0013908		Partition, Vertical Compartment	2
			Location - 12" from the front bulkhead in P4 and immediately ahead of the fill station in D3	
			Qty, Partition - 02	
220	0062238		Pegboard, 3/16" Alum, Side Wall Compt, w/Track	2
			Finish, Pegboard/Toolboard - Painted	
			Hole Diameter, Pegboard/Toolboard - .281" diameter	
			Location - each side of the D1 compartment	
			Qty, Comp. Accessory - 02	
221	0659095		Pegboard, 3/16" Alum, Rear Wall Compt, w/Track	1
			Finish, Pegboard/Toolboard - Painted	

Line	Option Code	Type	Option Description	Qty
			Hole Diameter, Pegboard/Toolboard - .281" diameter	
			Location - back wall of D1	
			Qty, Comp. Accessory - 01	
222	0063064		Rub Rail, Aluminum Extruded, Side of Body, 3rd Gen Body	1
223	0515441		Fender Crowns, Rear, S/S, W/Removable Fender Liner, Pumper, 3rd Gen	1
224	0540092		Hose, Hard Suction, Provided by Fire Department, Pumper NFPA Classification	2
			Length, Hard Suction Hose - 10	
			Qty, Hard Suction Hose - 2	
			Size, Hard Suction, Hose - 6.00"	
			Type of Hose Ends, Couplings, Hard Suction Hose - LHF by RLM	
225	0527021		Handrails Located @ Front Body	1
226	0664688		Handrails, Rear, PUC	1
227	0004146		Handrail, Rear, Below Hose Bed, Full Width	1
228	0657651		Compt, Air Bottle, Double, Full Width Door, Fender Panel	3
			Door Finish, Fender Compt - Brushed	
			Insert, Air Bottle Compt - W-Shaped Insert	
			Latch, Air Bottle Compt - Flush Lift & Turn	
			Location, Fender Compt - Double - DS Fwd, Double - PS Fwd and Double - PS Rear	
			Qty, Air Bottle Comp - 3	
229	0004225		Ladder, 24' Duo-Safety 900A 2-Section	1
230	0004230		Ladder, 14' Duo-Safety 775A Roof	1
231	0666599	SP	Rack, Ladder Storage, Below Hose Bed, HDRP Style Nested, 1-EX, 1-R, PUC	1
			Door, Material & Finish, Ladder Storage - c) smooth aluminum	
			Latch, Door Ladder Storage - Lift and Turn	
232	0014245		Ladder, Folding, 10' 585A, Duo-Safety, w/Mounting	1
			Location, Fold Ladder - d) Ladder comp	
233	0638810		Pike Pole, Pumper, Provided by Fire Department	1
			Pike Pole Make/Model - Akron 10' Pike Pole	
234	0638855		Pike Pole, 6', Pumper, Provided by Fire Department	1
			Pike Pole Make/Model - Akron 6' Pike Pole	
235	0004361		Tubes, Alum, Pike Pole Storage	2
			Location - in the ladder storage compartment	
			Qty, Pike Pole Tubes - 02	
236	0521734		No Steps Required, Front Of Body, PUC	1
237	0515521		Ladder, Top Access, Alum, LH Rear, PUC	1
238	0515695		Pump, Pierce, 1500 Single Stage, PUC	1
239	0515822		Mechanical Seals, Silicon Carbide	1
240	0091446		Pump Setup Charges N/A	1
241	0515705		Gearcase, Pierce Pump, REPTO-Clutch Drive	1
242	0521309		Pumping Mode, Pump and Roll/Stationary, Basic, PUC	1
243	0515829		Pump Shift, Sure-Shift	1
244	0515833		Transmission Lock-up, Not Req'd, Park to Neutral, Pump, PUC	1
245	0515835		Auxiliary Cooling System, PUC	1
246	0014486		(No Transfer Valve Required on 1 Stage Pump)	1
247	0013050		Valve, Relief Intake, Akron	1
248	0515838		Controller, Pressure, Pierce, PUC	1
249	0072153		Primer, Trident, Air Prime, Air Operated	1
250	0516894		Manuals, Pump (2), CD, Pierce Pump	1
251	0519952		Plumbing, Stainless Steel & Hose, PUC	1
252	0064656		Not Required, Black Iron Pipe with Stainless Steel Plumbing	1
253	0517852		Inlets, 6.00" - 1500 GPM, Pierce Pump	1
254	0004646		Cap, Main Pump Inlet, Long Handle, NST, VLH	1
255	0084610		Valves, Akron 8000 series- All	1
256	0004660		Inlet, Left Side, 2.50"	1
257	0004680		Inlet, Right Side, 2.50"	1
258	0520002		Valve, Inlet(s) Recessed, Side Cntrl, PUC	2
			Qty, Inlets - 2	
259	0521137		Anode, Zinc, Pair, Pump Inlets, PUC	1
260	0004700		Control, Inlet, at Valve	1
261	0092569		No Rear Inlet (Large Dia) Requested	1
262	0092696		Not Required, Cap, Rear Inlet	1
263	0064116		No Rear Inlet Actuation Required	1

Line	Option Code	Type	Option Description	Qty
264	0009648		No Rear Intake Relief Valve Req'd	1
265	0092568		No Rear Auxiliary Inlet Requested	1
266	0563738		Valve, .75" Bleeder, Aux. Side Inlet, Swing Handle	1
267	0520277		Tank to Pump, (1) 3.00" Valve, 4.00" Plumbing, PUC	1
268	0595508		Outlet, 1.50" Tank Fill, PUC	1
269	0516755		Outlet, Left Side, 2.50" (2), PUC	1
270	0651266		Outlet, Right Side, 2.50", (1), Electric Akron 9325 Controller, PUC Qty, Discharges - 01	1
271	0651265		Outlet, 4.00" w/4.00", Right, Electric, Akron 9325 Controller, PUC	1
272	0648615		Outlets, (1) Crosslay (1) Deadlay, Under Slung, Open Ends, 1.50" w/2.50" Plumbing Capacity, Hose Bed 1 - 150' of 1.75" Capacity, Hose Bed 2 - 150' of 1.75" Drain, Front Outlet - Class 1 Automatic	1
273	0648594		Cover, Aluminum Treadplate, Side Webbing, Under Slung Bumper Crosslays Latch, Bumper Storage - D ring latch each side Location Side - Rear Nylon Web Color - Black Restraint Location - Bottom (towards the ground) Stay arm, Tray Cover - c)Pneumatic Stay Arm, Dual Type of fastener - spring clip and hook	1
274	0516777		Outlet, Rear, 2.50", (1), Through Tank, PUC Location, Outlet - b) driver's side Qty, Discharges - 01	1
275	0537394		Not Required, Outlet, Rear, Additional, PUC	1
276	0519776		Caps for 1.50" to 3.00" Outlet, Provided by Fire Department Qty, Discharges - 01	1
277	0563739		Valve, 0.75" Bleeder, Discharges, Swing Handle	1
278	0055095		Not Required, Elbow, Left Side Outlets, 2.50"	1
279	0021134		Not Required, Elbow, Right Side Outlets	1
280	0045091		Elbow, Rear Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
281	0537395		Not Required, Elbow, Rear Outlets, Additional	1
282	0699320		Adapter, 4.00" FNST x 5.00" Storz, w/Cap, PUC Qty, - 1	1
283	0653960		Control, Outlets, Swing Handle, Elect PS Outlets Akron 9325 w/Press Disp, PUC	1
284	0516860		Outlet, 3.00" Deluge w/2.50" Valve, PUC	1
285	0029302		No Monitor Requested	1
286	0029304		No Nozzle Req'd	1
287	0005070		Deluge Mount, NPT	1
288	0567222		Crosslays, Low Mount, (2) 1.50", Spl. Cap, W/Poly Trays, PUC Capacity, Special Xlay - 250' of 1.75" DJ hose each	1
289	0516878		Crosslay, (1) 2.50" Std Cap, W/ Poly Tray, PUC	1
290	0588430		Hose Restraint, Crosslay/Dadlay, Bar and Hook, Heavy Nylon Web, Each Side, PUC Nylon Web Color - Black Qty, - 01 Type of fastener - spring clip and hook	1
291	0693973		Foam Sys, Husky 12, Single Agent, PUC, Multi Select Feature Discharge, Foam Locations - Crosslay Lower Rear, Crosslay Lower Front, Crosslay Upper Rear and Front Bumper Center	1
292	0012126		Not Required, CAF Compressor	1
293	0552481		Refill, Foam Tank, Single Tank, Husky 12, Class A Foam	1
294	0031896		Demonstration, Foam System, Dealer Provided	1
295	0595941		Foam Cell, 20 Gallon, Not Reduce Water, PUC Foam, Brand Name - Phos-check Type of Foam - Class "A"	1
296	0505016		Drain, 1.00", Foam Tank #1, Husky 12 Foam System	1
297	0091079		Not Required, Foam Tank #2	1
298	0091112		Not Required, Foam Tank Drain	1
299	0515692		Pump Operators Panel, 31", "Control Zone", PUC	1
300	0032479		Pump Panel Configuration, Control Zone	1
301	0516975		Material, Pump Panels, Operators Brushed Stainless, Sides Brushed Stainless, PUC	1
302	0516978		Pump and Plumbing Access, Simple Tilt Service, PUC	1
303	0520016		Not Required, Pumphouse Structure, PUC	1

Line	Option Code	Type	Option Description	Qty
304	0583824		Light, Pump Compt, Whelen 3SC0CDCR LED White Qty. - 02	2
305	0516983		Engine Indicators, Included With Pierce Pressure Controller, PUC	1
306	0005601		Throttle Included w/ Pressure Controller	1
307	0549333		Indicators, Engine, Included with Pressure Controller	1
308	0553643		Control, Air Horn at Pump Panel w/Red Switch	1
309	0511078		Gauges, 4.00" Master, Class 1, 30"-0-600psi	1
310	0511100		Gauge, 2.00" Pressure, Class 1, 30"-0-400psi	1
311	0517009		Gauge, Water Level, Pierce, In pressure Controller, w/Mini Slave, PUC Activation, Water Level G - pg) pump in gear	1
312	0092704		Gauge, Foam Level, FRC, Tank Vision, WL2000 series	1
313	0695170		Light, Pump Operator & Panel, Side Ctrl, PUC, Dual 6060C Cab & LED OH	1
314	0643655		Air Horns, (2) Grover 2040 Rect Stuttertone, Mounted Below Bumper	1
315	0016064		Control, Air Horn, Horn Ring, PS Push Button	1
316	0525667		Siren, Whelen 295SLSA1, 100 or 200 Watt	1
317	0510206		Location, Elect Siren, Recessed Overhead in Console Location, Elec Siren - Overhead, Above Eng Tunnel DS	1
318	0016145		Control, Elec Siren, Horn Ring, PS Push Button	1
319	0581959		Speaker, Whelen SA315P w/Pierce Polished Stainless Steel Grille, 100 watt Connection, Speaker - siren head Qty, Speakers - 1	1
320	0548352		Location, Recessed in the Front Bumper, Driver Side	1
321	0016080		Siren, Federal Q2B	1
322	0006095		Siren, Mechanical, Mounted Above Deck Plate Location, Siren, Mech - a) Left	1
323	0026170		Control, Mech Siren, DS Foot Sw, PS Push Button	1
324	0554049		Lightbar, Whelen, Freedom, FN**QLED, 4-R, 2-W, 2-RC, LED Opt Color, Lens, LED's - c)clear Length, Win Lightbar - 77" Opticom Priority - b) High	1
325	0012862		No Lights Req'd, Front Zone Low (Export Use Only/Not NFPA)	1
326	0519379		Light, Front Zone, Whelen Super 600 LED, 2pr, Q Bezel, VEL/IMP Color,Whin Sup600 LED,INN - a) rd/rd Color,Whin Sup600 LED,OUT - a) rd/rd	1
327	0076753		Lights, Side Zone Lower, Whelen 60*02F*R LED, Over 25 Foot Gap, 3pr Color,Whin Sup600 LED,BCK - a) rd/rd Color,Whin Sup600 LED,FRT - a) rd/rd Color,Whin Sup600 LED,MID - a) rd/rd Flange Kit, 4pr - w/3 pr flange kits Location, Lights Frt Side - b)each side bumper Location, lights mid - on the bottom rear corners of the crew cab each side Location, lights rear - in the rear wheel fender panels each side	1
328	0076758		Lights, Rear Zone Lower, Whelen 60*02F*R LED, pair Color,Whin Sup600 LED - a) rd/rd Flange Kit - w)with flange	1
329	0088745		Light, Rear Zone Upper, Whelen L31HRFN LED Beacon, Red LED Color, Dome, Rear Warning - j) both domes clear	1
330	0006551		Not Required, Lights, Rear Upper Zone Blocking	1
331	0016610		Mtg, Rear Warn Lts, Std Mount, S/S Brkts	1
332	0023717		Electrical System, A/C w/Customer Installed Generator	1
333	0016691		Generator, Cust/Sales Rep Furnished (Installed by F.D.) Fill in Blank - 6500 watt Honda	1
334	0066645		Generator Mounting Location by Customer Location, Generator - in the cargo area above the pump	1
335	0006750		Electric Start, Generator	1
336	0006755		Remote Start, Gas Generator Location, Remote Start - c) cb box	1
337	0016740		Not Required, Fuel System	1
338	0016767		Not Required, Oil Drain Extension, Generator	1
339	0016771		Not Required, Routing Exhaust, Generator	1
340	0006737		Circuit Breaker Panel w/Cust or Dealer Furn Generator Location, CB Panel - in the D2 compartment on the rearward bulkhead	1

Line	Option Code	Type	Option Description	Qty
341	0627450		Make/Model - 6500 watt Honda Light, Will-Burt Chief NS2.3-600 WHL, 4-PCP2 12 VDC Lts, Cld 7.5' Color, Tower, Wlb - White Paint	1
342	0664472		Location, Light Tower, Crew Cab Roof	1
343	0856994		Controller, Light Tower, Will-Burt, Wired Handheld	1
344	0664791		Location, Light Tower Controller, Driver's Side Front Body Compartment	1
345	0066627		Reel, Elect Cable, Hannay, 1600, (4) Wire Finish, Reel - Painted Gray Location, Cord Reel - in the D2 compartment as high as possible Qty, Cord Reels - 1 Reel Guide - b) Captive roller	1
346	0006827		Cord, Electric, 12/3 Yellow, 3 Wire Connection, Cord - Hubbell 20A 120V Twst Lock Feet of Yellow Cord - c)150 Lengths of Elect Cord - 1	1
347	0076629		Receptacle, 15A 120V 3-Prong SB Dup, Shoreline Int Location, Receptacles - in P4 on the forward bulkhead beside the 12 volt outlet and in D2 on the forward bulkhead Qty, Receptacles - 02	2
348	0066622		Receptacle, 20A 120V 3 Prong SB Dup, Generator Ext Location, Receptacles - one each side at the rear wheel well area and one each side of the cab over the wheel Qty, Receptacles - 04	4
349	0510606		Breathing Air Cascade Sys. (2) 6000 UN, Storage Cyl. Location, Cascade Bottles - in the secondary cargo area	1
350	0016855		Breathing Air System General Design	1
351	0501818		Demonstration, Breathing Air System, at Factory	1
352	0510673		Air Control Panel, SpaceSaver Integral, Breathing Air System Config, ACP Booster - b) electric operated pump Config, ACP Regulator - a) 1-HP Config, Compressor - a) without Qty, Storage Banks - e) SpaceSaver 4 Bank	1
353	0090430		Fill Encl, 2 Bottle,"SpaceSaver"Model 100A,13" Wide, RSP Location - in the rearward part of the D3 compartment Qty, - 1	1
354	0510933		Regulator, Breathing Air, Included with Air Control Panel	1
355	0009906		Fill Valve and Gauge, One (1)	1
356	0009905		Not Required, Fill Whip	1
357	0639445	SP	Booster Pump, B.Air, Haskel 51632, 4500 psi Location - above the fill station	1
358	0519545		Brand, Hydraulic Tool System, Amkus	1
359	0649753		Not Required, PTO Driven Hydraulic Tool System	1
360	0652372		Hose, Hydra., Polyflex, 20'-30', 10K, (Mineral Oil), Connection Brand, Model, Age of Tool - new TNT tools Color, Hydraulic Hose 1 - f) red/red Color, Hydraulic Hose 2 - g) blue/blue Color, Hydraulic Hose 3 - d) red/black Color, Hydraulic Hose 4 - a) blue/black Color, Hydraulic Hose 5 - n) no hose required Color, Hydraulic Hose 6 - n) no hose required Location - from the cargo area above the pump to the reels in the D1 and P1 compartments Qty, - 04	4
361	0653549		Reel, Hyd, Hannay, 100' Cap., .25" Dual Hose (Any Make Tool) Brand, Model, Age of Tool - Amkus Location - in the D1 and P1 compartments Qty, Reel - 4 Reel Guide - b) Captive roller	4
362	0649736		Not Required, Hydraulic Tools	1
363	0595204	SP	Electric and Remote Start, Diesel Hudraulic Power Unit Brand, Model, Age of Tool - new TNT DT-10 Location, Remote Start - f) cab/cb box	1

Line	Option Code	Type	Option Description	Qty
364	0007150		Bag of Nuts and Bolts Qty, Bag Nuts and Bolts - 1	1
365	0532883		NFPA Required Loose Equipment, Pumper, Provided by Fire Department	1
366	0540114		Soft Suction Hose, Provided by Fire Department, Pumper NFPA Classification	1
367	0545110		Strainer, Provided by Fire Department, Pumper NFPA Classification	1
368	0533269		Extinguisher, Dry Chemical, Pumper, Provided by Fire Department	1
369	0533278		Extinguisher, 2.5 Gal. Pressurized Water, Pumper, Provided by Fire Department	1
370	0532921		Axe, Flathead, Pumper, Provided by Fire Department	1
371	0532924		Axe, Pickhead, Pumper, Provided by Fire Department	1
372	0559687		Paint, Two Tone, Cab and Body, Custom/Commercial Cab Paint Color, Upper Area - #10 white to match existing apparatus Paint, Color - #70 red to match existing apparatus	1
373	0646901		Paint Chassis Frame Assy, With Liner, E-Coat, Standard Paint Color, Frame Assembly - Black	1
374	0693797		No Paint Required, Aluminum Front Wheels	1
375	0687653		Paint, Rear Wheels, Single Axle, Alum-Stl Paint, Wheels - White #10	1
376	0509891		Coating, Protective Line-X Lining, Wheelwell Liners Color, Paint - black Qty, - 04	4
377	0007230		Compartment, Painted, Spatter gray	1
378	0544111		Reflective Band, 10" Color, Reflect Band - A - c) ruby red	1
379	0547618		Stripe, Diamond Grade, Chevron, Front Bumper Color, Chevron DG - Yellow Green, Fluorescent Size, Chevron Striping - 06	1
380	0593732		Stripe, Chevron, Rear, Diamond Grade, Pumper, PUC Color, Rear Chevron DG - fluorescent yellow green	1
381	0027341		Jog, In Reflective Stripe, Single or Multiple Qty, - 1	1
382	0065687		Stripe, Reflective, Cab Doors Interior Color, Reflective - c) ruby red	1
383	0033179		Lettering Specifications, Reflective	1
384	0686158		Lettering, Reflective, 3.00", (61-80) Outline, Lettering - Outline and Shade	1
385	0685993		Lettering, Reflective, 10.00", Each Outline, Lettering - Outline and Shade Qty, Lettering - 05	5
386	0685978		Lettering, Reflective, 18.00", Each Outline, Lettering - Outline and Shade Qty, Lettering - 03	3
387	0686017		Lettering, Reflective, 5.00", (1-20) Outline, Lettering - Outline and Shade	1
388	0686006		Lettering, Reflective, 7.00", (1-20) Outline, Lettering - Outline and Shade	1
389	0017268		Decals, Customer furnished, Pierce installed, Per Pair Qty, - 1	1
390	0516701		Emblem, American Flag Painted on Cab Grille, All Custom Chassis	1
391	0684120		Emblem, Monogram w/Scrolling, Reflective, 12"-14", Pair Location, Emblem - on the hatch compartments each side Qty, - 01	1
392	0077164		Emblem, "Star of Life", 12", Reflective, Pair	1
393	0666388		Emblem, Freedom Flag with Twin Towers, Each Location, Emblem - on the upper corners of the crew cab each side Qty, - 02 Size, Flag - 9" - 11"	2
394	0529225		Manuals, Two (2) CD, Fire Apparatus Parts, Custom Chassis	1
395	0531636		Manual, Two (2) CD, Chassis Service, Custom	1
396	0531638		Manual, Two (2) CD, Chassis Operation, Custom	1
397	0030008		Warranty, Basic, 1 Year, Apparatus, WA0008	1
398	0553301		Warranty, Chassis, 3 Year, Velocity/Impel, WA0037	1
399	0696698		Warranty, Engine, Cummins, 5 Year, WA0181	1

Line	Option Code	Type	Option Description	Qty
400	0684953		Warranty, Steering Gear, Sheppard M110, 3 Year WA0201	1
401	0595767		Warranty, Frame, 50 Year, Velocity/Impel, Dash CF, WA0038	1
402	0595698		Warranty, Axle, 3 Year, TAK-4, WA0050	1
403	0630524		Warranty, Axle, 2 Year, Meritor, General Service, WA0046	1
404	0652758		Warranty, ABS Brake System, 3 Year, Meritor Wabco, WA0232	1
405	0019914		Warranty, Structure, 10 Year, Custom Cab, WA0012	1
406	0695813		Warranty, Paint, 10 Year, Cab, Pro-Rate, WA0055	1
407	0524827		Warranty, Electronics, 5 Year, MUX, WA0014	1
408	0647720		Warranty, Pierce LED Strip Lights, WA0203	1
409	0046369		Warranty, 5-year EVS Transmission, Standard Custom, WA0187	1
410	0685945		Warranty, Transmission Cooler, WA0216	1
411	0688798		Warranty, Water Tank, Lifetime, UPF, Poly Tank, WA0195	1
412	0596025		Warranty, Structure, 10 Year, Body, WA0009	1
413	0693126		Warranty, AMDOR, Roll-up Door, 10 Year/5 Year Painted, WA0185	1
414	0516693		Warranty, Pump, Pierce, PUC, 6 Year, WA0039	1
415	0648675		Warranty, 10 Year S/S Pumping, WA0035	1
416	0657846		Warranty, Foam System, Husky 12, WA0231	1
417	0595820		Warranty, Paint, 10 Year, Body, Pro-Rate, WA0057	1
418	0595412		Warranty, Graphics Lamination, 1 Year, Apparatus, WA0168	1
419	0683627		Certification, Vehicle Stability, CD0089	1
420	0648409		Certification, Engine Installation, Imp/Vel, ISL9, 2013, CD0112	1
421	0686786		Certification, Power Steering, CD0098	1
422	0667418		Certification, Cab Integrity, Impel FR	1
423	0548950		Certification, Cab Door Durability, Velocity/Impel, CD0001	1
424	0548967		Certification, Windshield Wiper Durability, Impel/Velocity, CD0005	1
425	0667411		Certification, Electric Window Durability, Velocity/Impel FR	1
426	0549273		Certification, Seat Belt Anchors and Mounting, Imp/Vel/Vel SLT, CD0018	1
427	0667416		Certification, Cab Heater and Defroster, Velocity/Impel FR	1
428	0667415		Certification, Cab Air Conditioning Performance, Velocity/Impel FR	1
429	0545073		Amp Draw Report, NFPA 2009 Edition	1
430	0002758		Amp Draw, NFPA Radio Allowance	1
431	0000048		Engineering Attribute - PUMPER/TANKER, 3rd Gen	1
432	0000012		PIERCE CHASSIS	1
433	0004713		ENGINE, OTHER	1
434	0046395		EVS 3000 Series TRANSMISSION	1
435	0520324		PIERCE PUMP	1
436	0020009		POLY TANK	1
437	0028048		FOAM SYSTEM	1
438	0020006		SIDE CONTROL	1
439	0020007		AKRON VALVES	1
440	0020015		ABS SYSTEM	1
441	0658751		Manufacturing Attribute	1

TEN-8 FIRE EQUIPMENT, INC

2904 59TH AVENUE DRIVE EAST 141 MARITIME DRIVE
BRADENTON FL 34203 SANFORD FL 32771
IN FLA: 1-800-228-8368
PHONE: 941-756-7779 PHONE: 407-328-5081
FAX: 941-756-2598 FAX: 407-328-5083
visit us at: www.ten8fire.com

SALES ORDER

Order Number: SVQ13639
Order Date:
Page: 1

Sold CITY OF PORT ORANGE
To: ACCOUNTS PAYABLE
P.O. BOX 291759
PORT ORANGE, FL 32129-1759

Ship PORT ORANGE FIRE RESCUE
To: 1090 CITY CENTER BLVD
PORT ORANGE, FL 32129

Ship Via
Ship Date
Terms NET 20 DAYS
Work Done
Problem INSTALL DTF EQUIPMENT
Equipment
Equipment ID

Customer ID TEN-8
P.O. Number STF12/10
P.O. Date
SalesPerson RB
Ten-8 Contact DERICK BOUWER

Item No.	Description	UOM	Quantity	Unit Price	Total Price
A' PB-51	51" PINCH POINT BAR	EACH	1	39.77	39.77
ELK-02859002	HYDRANT BALL VALVE, 2.5X2.5 BRASS	EACH	1	587.75	587.75
ELK-B-100A	WYE BALL VALVE 2.5"F X (2) 1.5" M ALUMINUM. LONG	EACH	1	223.11	223.11
FIR-5100D	SINGLE RADIO DIGITAL INTERCOM	EACH	1	879.42	879.42
FIR-106-3089-00	SINGLE CHANNEL WIRELESS BASE	EACH	2	393.75	787.50
FIR-UHW-51	WIRELESS HEADSET COMMUNICATES OVER,RADIO RED P-T-T	EACH	1	481.25	481.25
FIR-UHW-51S	WIRELESS HEADSET COMMUNICATES OVER,RADIO RED P-T-T	EACH	1	573.13	573.13
FIR-UH-52	WIRED HEADSET UNDER HELMET PUSH INTERCOM	EACH	2	287.25	574.49
FIR-HM10	MODULE, HEADSET	EACH	4	57.45	229.80
FIR-108-0122-00	DC TO DC CONVERT-NOISE FILTER	EACH	1	83.96	83.96
FIR-MR7X	RADIO INTERFACE / SPECIFY MAKE/MODEL OF RADIO)	EACH	1	172.35	172.35
FIR-HGR1	HDSET HANGER HOOK	EACH	6	5.27	31.59
ELK-S-320 2.5	MOUNT 2.5" RUN BOARD	EACH	4	20.39	81.57

Transferred to page 2.....

4,745.69

EXHIBIT "1"

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Item No.	Description	UOM	Quantity	Unit Price	Total Price
EL. 33	Transferred from page 1..... TRI-LOCKS, 2.5"	EACH	6	80.37	4,745.69 482.20
TFT-AQ1ST-NX-PS	BIV SHORT 5.0"STORZ RIGID X 6.0"FEMALE	EACH	1	1,636.36	1,636.36
FRH-PB-30	PRO-BAR 30"	EACH	2	195.71	391.41
FOL-032012	CANVAS RUNNER 3' X20'	EACH	1	30.00	30.00
FOL-SC202012	20' x 20' 12oz CANVAS, GREEN	EACH	1	152.78	152.78
AKR-FHY-6	FLAT HEAD 6LB F/G HANDLE	EACH	1	50.51	50.51
AKR-PHY-6	PICK HEAD 6LB F/G HANDLE	EACH	1	56.19	56.19
GRG-5JL6	LIFTING JACK CAPACITY 3.5 TONS	EACH	1	154.55	154.55
HAR-HBC-50	BLIND CAP 5" STORZ W/ CHAIN	EACH	1	46.97	46.97
HAR-HSMB-50	5" STORZ MOUNT BRACKET	EACH	1	29.29	29.29
KOC-KS34	SET OF (4) STORZ WRENCHES W/HOLDER	EACH	2	66.22	132.45
HAR-HSFS50-25NH	5" STORZ X 2.5" SWIVEL FEMALE	EACH	1	100.51	100.51
HEB-6HC	6" HOSE CLAMP	EACH	1	330.74	330.74
	Transferred to page 3.....				8,339.65

EXHIBIT "1"

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Item No.	Description	UOM	Quantity	Unit Price	Total Price
HL INT	Transferred from page 2..... MOUNT BRKT 3" & 6" CLAMP	EACH	1	39.08	8,339.65 39.08
KEY-DP18-FDNY-50-ARN	FDNY D/J HOSE, 1.75"x50', WHITE	SECTI	10	129.42	1,294.19
KEY-DP30-800-ARN 50'	'BIG-10' DJ HOSE 3" X 50' WHITE CPLD 2.5" ALU.	EACH	8	194.44	1,555.56
KEY-DP30-800-ARN 25'	BIG 10 DJ HOSE 3" X 25' CPLD 2.5" NH WHITE	EACH	1	122.79	122.79
KEY-DP50-600Y-100-STORZ	ECO-10' D/J HOSE 5" X 100' YELLOW W/5" STORZ	EACH	14	606.06	8,484.85
OZA-N155080061	5/8" RED STERLING 200'	EACH	2	279.00	558.01
RED-3725075GHT	2.5" FEMALE NH X .75" MALE GHT	EACH	1	38.26	38.26
RED-351515	ADAPTER 1.5" DOUBLE FEMALE	EACH	2	28.35	56.69
RED-361515	ADAPTER 1.5" DOUBLE MALE	EACH	2	22.10	44.19
RED-352525	ADAPTER 2.5" NH DOUBLE FEMALE	EACH	2	32.64	65.28
RED-362525	ADAPTER, 2.5" NH X 2.5" NH DOUBLE MALE	EACH	2	24.24	48.48
RED-372515	ADAPTER 2.5" NH FEMALE X 1.5" NH MALE	EACH	2	28.91	57.83
TEA-520	PRY AXE W/STANDAND CLAW	EACH	1	304.04	304.04
Transferred to page 4.....					21,008.90

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Item No.	Description	UOM	Quantity	Unit Price	Total Price
PL .004	Transferred from page 3..... TOOL HANDLE LOCK (PER-1004)	EACH	10	35.98	21,008.90 359.85
SEN-BC1000	36" MOUNT BOLT CUTTER	EACH	2	43.31	86.62
HNS-TR1000	FIRE CRAFT TRACER	EACH	1	252.53	252.53
PER-1070	JUMBO LOK	EACH	3	59.97	179.92
STR-44451	LED FIRE VULCAN, 12V CHARGER	EACH	1	153.67	153.67
STR-90509	SURVIVOR LED, 12v DC FAST CHARGER	EACH	4	135.10	540.40
EUR-EB90600	EX600 21" 1.5HP VARI-SPEED BLOWER W/POWER SHROUD	EACH	1	2,663.83	2,663.83
FRH-HYDRA-RAM	HYDRA RAM	EACH	1	1,767.68	1,767.68
RED-148-3	WRENCH HOLDER SET TRIPLE	EACH	1	102.78	102.78
ZIC-QM-CSM-L	CHAIN SAW MT. LARGE	EACH	3	113.41	340.23
ELK-8296	RAM MONITOR	EACH	1	1,811.24	1,811.24
ELK-8296-MB	TRUCK MOUNTING BRACKET FOR 8296	EACH	1	101.36	101.36
ELK-181A-RAM	1 3/8" SMOOTH BORE FOR RAM	EACH	1	157.13	157.13
	Transferred to page 5.....				29,526.14

EXHIBIT "1"

TEN-8 FIRE EQUIPMENT, INC

2904 59TH AVENUE DRIVE EAST

BRADENTON FL 34203

IN FLA: 1-800-228-8368

PHONE: 941-756-7779

FAX: 941-756-2598

141 MARITIME DRIVE

SANFORD FL 32771

PHONE: 407-328-5081

FAX: 407-328-5083

visit us at: www.ten8fire.com

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Item No.	Description	UOM	Quantity	Unit Price	Total Price
Transferred from page 4.....					29,526.14
FI KS-12	ELEVATOR KEY SET	EACH	1	183.08	183.08
FRH-K-TOOLKIT	K-TOOL COMPLETE KIT	EACH	1	111.11	111.11
FRH-RTK	R TOOL KIT	EACH	1	183.08	183.08
FRH-ULB	DUCK BILL LOCK BRKR	EACH	1	135.74	135.74
SFF-FLHVC08	8' NY ROOF HOOK, VINYL CAP	EACH	1	57.01	57.01
SFF-FLHVC06	6' NY ROOF HOOK, VINYL CAP	EACH	1	51.25	51.25
SRT-TNT-BFC-320	7-3/4" BRUTE FORCE C-CUTTER (STD COUPLERS)	EACH	1	4,995.00	4,995.00
SRT-TNT-BFS-28	28" BRUTE FORCE SPREADER (Standard Couplers)	EACH	1	5,695.00	5,695.00
SRT-TNT-TLS-50	50" TELESCOPING RAM (STANDARD COUPLERS)	EACH	1	3,775.00	3,775.00
SRT-TNT-DT-10	10 hp YANMAR DIESEL WITH ROLL CAGE	EACH	1	9,500.00	9,500.00
SRT-TNT-RV-120	ONE TOOL REMOTE VALVE (STANDARD COUPLERS)	EACH	4	595.00	2,380.00
TRUCK APPLICATIONS					
SRT-TNT-HRH-100	HOSE REEL HOSE 100' JIC X STANDARD COUPLINGS	EACH	4	1,663.00	6,652.00
Transferred to page 6.....					63,244.41

EXHIBIT "1"

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P.O. Date
SalesPerson RB
Ten-8 Contact DERICK BOUWER

Item No.	Description	UOM	Quantity	Unit Price	Total Price
	Transferred from page 5.....				63,244.41
ST NT-XR-TLS-KIT	For TLS-25 And TLS-50 Only Accessory Kit	EACH	1	695.01	695.01
GRG-2PYZ4	MILWAUKEE Cordless Combination Kit 18 VOLT	EACH	1	537.01	537.01
FREIGHT	FREIGHT CHARGES	EACH	1	1,000.00	1,000.00
	STIHL MS 441 C-M MAGNUM, 18" BAR	EACH	1	900.00	900.00
R42-CTC-6002	STRUT TRUCK KIT W/ KEVLAR	EACH	1	3,796.09	3,796.09
	(4) STRUT KIT (2) SHORT/ (2) LONG				
	FOR TRUCKS OR SMALL SQUADS				
	KIT WILL STABILIZE UP TO TWO CARS				
	RADIO ALLOWANCE	EACH	1	4,300.00	4,300.00
LABOR	LABOR	HOURL	12	85.00	1,020.00
	SHOP SUPPLY FEE (loom, connectors, etc)		1	50.00	50.00
	hydraulic fittings and supplies		1	250.00	250.00
	Transferred to page 7.....				75,792.52

EXHIBIT "1"

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SalesPerson RB
Ten-8 Contact DERICK BOUWER

Item No.	Description	UOM	Quantity	Unit Price	Total Price
LA R	Transferred from page 6..... LABOR	HOUR	16	85.00	75,792.52 1,360.00
	Mount HRT power unit. Plumb to diesel line and wire to prewire provided by Pierce in the cargo area. Hook up hoses to power unit provided by Pierce in the cargo area. Mount shut off valves at the two hose reels. Make connections as needed. Add fluid to system.				

Amount Subject to
Sales Tax
0.00

Amount Exempt
from Sales Tax
77,152.52

Subtotal: 77,152.52
Invoice Discount: 0.00
Sales Tax: 0.00

Total: 77,152.52

EXHIBIT "1"



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 01/06/2015

Consent item: Yes

SUBJECT: Purchase of a 2015 Freightliner M2 Chassis with Grapple Loader & Body

DEPARTMENT: Public Works

RECOMMENDED MOTION: To approve the purchase of a 2015 Freightliner M2 Chassis with a grapple loader & body for a total of \$135,348.00 using the Florida Sheriffs Association Contract 14-12-0904 and authorizing the Mayor and City Clerk to execute contract documents as necessary.

SUMMARY: Staff recommends piggybacking on Florida Sheriff's Association Contract #14-12-0904, Spec. #12 to purchase a 2015 Freightliner M2 Chassis with a grapple loader & body. This piece of equipment is used to pick up vegetative waste generated by tree trimming and park maintenance activities.

Project No.: Funding Account No.: 505-1000-519-6400

ATTACHMENTS:

1.	Lou Bachrodt Quote & Specification	Lou Bachrodt Freightliner.pdf
2.	FSA Piggyback Agreement	SBL Freightliner LLC dba Lou Bachrodt Freightliner - FSA Piggyback Agreement with City of Port Orange.pdf

Fontane, Jeff
Silvey, Mike
Riehm, Tracey
Gomez, Joseph
Roberts, Margaret
Harden, David

Created/Initiated - 12/16/2014
Approved - 12/16/2014
Approved - 12/20/2014
Approved - 12/22/2014
Approved - 12/30/2014
Final Approval - 12/30/2014

**City of Port Orange
Requisition**

Date 1/6/2015

Vendor Lou Bachrodt Freightliner
2840 Center Port Circle
Pompano Beach, FL. 33064

Contact: Drew Ellison
 Phone: 407-886-6704
 Fax: _____
 Email: georgeordrew@aol.com
 Vendor #: _____
 Requested by Jeff Fontane Fund 505

Purchase Order # _____

Ship To City of Port Orange
Public Works Dept.
407 Virginia Av

Requisition # _____

Dept. 1000 Division 519

Quantity	Description	Unit of Measure	Unit Price	Total Cost	Element
1	2015 Freightliner M2 Chassis	ea	39,948.00	39,948.00	64-00
	Options:				
1	37-GVWR Upgrade to 37K GVWR	ea	30,900.00	30,900.00	
1	Peterson TL-3 Grapple Loader & Body Installed	ea	64,500.00	64,500.00	
Grand Total				135,348.00	

Justification: Replaces Vehicle # 1458 in Public Works

Vendor Quotes - Prices quoted must be FOB Port Orange, FI - 2,000.00 to 8,000.00 quotes must be attached.

Vendor Name	Confirmed To	Terms	Total Amount	Delivery

Funds are available in the account(s) cited to support this procurement.

Any one item with an acquisition cost of \$2,000 or more:

Finance Dept.

City Manager

I hereby certify that the Articles above specified are necessary
for use in this department and that they are to be used solely for the City.

Department Head

Purchasing Agent



**FLORIDA SHERIFFS ASSOCIATION
& FLORIDA ASSOCIATION OF COUNTIES**

**30,000 LB. GVWR CAB & CHASSIS (DUAL REAR WHEEL) - 4X2
SPECIFICATION #12**

2015 Freightliner M2

The Freightliner M2 purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	★ Western	★ Northern	★ Central	★ Southern
BASE PRICE:	\$39,948.00	\$39,948.00	\$39,948.00	\$39,948.00

While the Florida Sheriffs Association and Florida Association of Counties have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

VEHICLE:	M2			
DEALER:	LOU BACHRODT FREIGHTLINER	LOU BACHRODT FREIGHTLINER	LOU BACHRODT FREIGHTLINER	LOU BACHRODT FREIGHTLINER
ZONE:	★ Western	★ Northern	★ Central	★ Southern
BASE PRICE:	\$39,948.00	\$39,948.00	\$39,948.00	\$39,948.00

33-35005SPD ¹	33,000 GVWR Pck. - minimum 230 HP, 5 speed automatic transmission (3500RDS), or approved equivalent - see optional wheelbase prices CUMMINS 270HP ISL ENG. ALLISON 3500 RDS TRANS AND ALL ADDITIONAL OPTIONS LISTED BY CODES 101-2XF 124-1E8 292-1EH 016-1C0 23U-003 30N-003 342-584 402-050 427-001 40T-002 620-002 420-009 423-085 423-002 41T-003 622-003 546-102 547-001 558-001 206-192 204-192 122-101 212-008 093-2B1 094-0RA 502-577 505-577 650-003 743-1AP 756-1J3 760-235 746-1B3 ¹	\$26,800.00 ¹
33-30006SPR ¹	33,000 GVWR Pck. - minimum 230 HP, 6 speed automatic transmission (3000RDS), or approved equivalent - see optional wheelbase prices CUMMINS 270HP ISL ENG ALLISON 3500 RDS TRANS AND ALL ADDITIONAL OPTIONS LISTED BY CODES-101-2XF 124-1E8 292-1EH 016-1C0 23U-003 30N-003 342-584 402-050 427-001 40T-002 620-002 420-009 423-085 425-002 41T-003 622-003 546-102 547-001 558-001 206-192 204-192 122-101 093-2B1 094-0RA 502-577 505-577 650-003 743-1AP 756-1J3 760-235 746-1B3 212-008	\$26,900.00 ¹
33-35006SPD ¹	33,000 GVWR Pck. - minimum 230 HP, 6 speed automatic transmission (3500RDS), or approved equivalent - see optional wheelbase prices CUMMINS 270HP ISL ENG. ALLISON 3500 RDS TRANS. AND ALL ADDITIONAL OPTIONS LISTED BY CODES-101-2XF 124-1E8 292-1EH 016-1C0 23U-003 30N-003 342-584 402-050 427-001 40T-002 620-002 420-009 423-085 425-002 41T-003 622-003 546-102 547-001 558-001 206-192 204-192 122-101 093-2B1 094-0RA 502-577 505-577 650-003 743-1AP 756-1J3 760-235 746-1B3 212-008	\$26,900.00 ¹
33-4X4 ¹	33,000 GVWR factory approved 4WD CUMMINS ISL 270HP ALLISON 3500RDS TRANS. AND ALL ADDITIONAL OPTIONS LISTED BY CODES-101-2XF 124-1E8 292-1EH 016-1C0 23U-003 30N-003 342-584 402-050 427-001 40T-002 620-010 420-009 423-085 425-002 41T-003 622-003 546-102 547-001 558-001 206-192 204-192 122-101 093-0RA 094-0RA 502-577 505-577 650-003 743-1AP 756-1J3 760-235 746-1B3 373-036 400-1F3 ¹	\$56,900.00 ¹
33-108CA ¹	33,000 GVWR 108" CA INCLUDES ALL OPTIONS ON 33,000 GVW PCK ¹	\$26,900.00 ¹
33-120CA ¹	33,000 GVWR 120" CA INCLUDES ALL OPTIONS ON 33,000 GVW PCK ¹	\$27,290.00 ¹
33-156CA ¹	33,000 GVWR 156" CA INCLUDES ALL OPTIONS ON 33,000 GVW PCK ¹	\$27,290.00 ¹
33-180CA ¹	33,000 GVWR 180" CA INCLUDES ALL OPTIONS ON 33,000 GVW PCK ¹	\$27,890.00 ¹
33-186CA ¹	33,000 GVWR 186" CA INCLUDES ALL OPTIONS ON 33,000 GVW PCK ¹	\$27,890.00 ¹
35-GVWR ¹	GVWR and CA upgrade - specify 35,000 GVWR PCK WITH THE FOLLOWING OPTIONS 001-172 101-2XE 124-1E8 292-1EH 016-1C0 23U-003 342-584 402-050 620-002 420-1FY 423-085 480-047 41T-002 546-102 547-001 206-192 204-192 212-008 122-101 093-2B2 094-2BX 502-577 505-577 650-003 756-1J3 760-235 746-1A9 41T-002 558-001 ¹	\$28,900.00 ¹
38-GVWR ¹	GVWR and CA upgrade - specify 38,000 GVWR PCK WITH THE FOLLOWING OPTIONS 001-172 101-2XE 124-1E8 292-1EH 016-1C0 23U-003 342-584 402-050 620-002 420-022 480-047 546-102 547-001 558-001 206-192 204-192 212-008 122-101 093-2JB 094-2JB 502-577 505-577 650-003 756-1J3 760-235 746-1B3 41T-003 ¹	\$32,900.00 ¹
→ 37-GVWR ¹	GVWR and CA upgrade - specify 37,000 GVWR PCK WITH THE FOLLOWING OPTIONS 001-172 101-2XE 124-1E8 292-1EH 016-1C0 23U-003 342-584 400-1A8 402-050 620-026 420-1FY 423-085 480-047 546-102 547-001 558-001 206-192 204-192 212-008 122-101 093-2JB 094-2JB 502-577 505-577 650-003 756-1J3 760-235 746-1B3 41T-003 ¹	\$30,900.00 ¹
	GVWR and CA upgrade - specify	NA
	GVWR and CA upgrade - specify	NA
	GVWR and CA upgrade - specify	NA

VEHICLE:	M2			
DEALER:	LOU BACHRODT FREIGHTLINER	LOU BACHRODT FREIGHTLINER	LOU BACHRODT FREIGHTLINER	LOU BACHRODT FREIGHTLINER
ZONE:	★ Western	★ Northern	★ Central	★ Southern
BASE PRICE:	\$39,948.00	\$39,948.00	\$39,948.00	\$39,948.00

	GVWR and CA upgrade - specify	NA
	GVWR and CA upgrade - specify	NA
2000 LB LIFT GATE ¹	2,000 lb. lift gate	\$5,900.00 ¹
3000 LB LIFT GATE ¹	3,000 lb. lift gate	\$6,600.00 ¹
DLR-12 TON JACK ¹	12 ton jack cab mounted, if available	\$250.00 ¹
DLR-50K-22 OR EQUAL ¹	Auto Crane 50K-22 crane body with shelf package, 24" bumper with crank outriggers, or approved equivalent <i>AUTO CRANE OR KNAPHEIDE CRANE BODY WITH SHELF PACK AND 24 INCH BUMPER WITH CRANK OUTRIGGERS¹</i>	\$42,800.00 ¹
DLR-6006 EH ¹	Auto Crane 6006EH electric hydraulic crane, boom support & chassis springs, or approved equivalent <i>AUTO CRANE OR STELLAR REQUIRES CRANE BODY¹</i>	\$34,800.00 ¹
DLR-HYD OUTRIGGERS ¹	Auto Crane hydraulic outriggers, or approved equivalent	\$8,900.00 ¹
DLR-6406 ¹	Auto Crane 6406 hydraulic crane, reservoir, PTO and pump, boom support & chassis springs, or approved equivalent <i>AUTO CRANE OR STELLAR REQUIRES CRANE BODY¹</i>	\$36,900.00 ¹
DLR-8406 ¹	Auto Crane 8406 hydraulic crane, reservoir, PTO and pump, boom support & chassis springs, or approved equivalent <i>AUTO CRANE OR STELLAR REQUIRES CRANE BODY¹</i>	\$39,500.00 ¹
721-003 ¹	Backup alarm - Factory Installed	\$99.00 ¹
DLR-BACKUP ALARM ¹	Backup alarm - Dealer Installed <i>BACKUP ALARM¹</i>	\$190.00 ¹
	Backup camera with 3.5" LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle) - Factory Installed	NA
DLR-BACKUP CAMERA ¹	Backup camera with 3.5" LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle) - Dealer Installed	\$3,400.00 ¹
PETERSEN TL3 ¹	Optional equipment - specify <i>PETERSEN TL3 LOADER 1824 BODY REQUIRES 33K GVW ADD \$2800 FOR 2030 BODY REQUIRES 37K GVW. HEAVY DUTY SWING MOTOR \$2900. QUADSTICK CONTROLS ADD \$3400. HDHI OUTRIGGER STROBES ADD \$690 DUAL LED STROBES ADD \$490 HOSE GUARD ADD \$390. 1824 TBH HD BODY ADD \$5200 2030 TBH HD BODY ADD \$ 5490. 1824 HDX HARDOX BODY ADD \$4600 FOR 2030 HDX HARDOX ADD \$5600. PI SELF WINDING LOAD COVER ADD \$890. TOOL BOX ADD \$980.¹</i>	\$64,500.00 ¹
PETERSEN RS-3 ¹	Optional equipment - specify <i>RS-3 REAR STEER UNIT WITH ALL WEATHER A/C CAB. JOYSTICK CONTROL ADD \$6950 DIAGNOSTIC SCREEN IN UPPER CAB WITH REAR CAMERA ADD \$5900. HDHI OUTRIGGER STROBES ADD \$890. FOR PETERSEN CP-3 LOADER AND BODY PRICE IS \$78900.¹</i>	\$99,700.00 ¹
PETERSE RL-3 ¹	Optional equipment - specify <i>RL-3 BASE WALK THROUGH CONTROL. QUADSTICK CONTROLS ADD \$3800. HD SWING MOTOR ADD \$2900. SIDE MOUNT SEAT ADD \$3900. SIDE MOUNT SEAT W/ALL WEATHER CAB ADD \$9600. HOSE GUARDS ADD \$390. TT2 TRAILER ADD \$32500 WITH TRAILER PACK. HDHI STROBES ADD \$690.¹</i>	\$58,500.00 ¹

PORT ORANGE CITY OF
PETERSEN UNIT
QUOTATION

M2 106 CONVENTIONAL CHASSIS

15.9
SET BACK AXLE - TRUCK
CUM ISB 6.7-260 260 HP @ 2300 RPM, 2600 GOV, 660 LB/FT @ 1600 RPM
ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION
RS-23-160 23,000# R-SERIES SINGLE REAR AXLE
23,000# 52 INCH VARIABLE RATE MULTI-LEAF SPRING REAR SUSPENSION WITH LEAF SPRING HELPER
DETROIT DA-F-14.7-3 14,700# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE
14,600# TAPERLEAF FRONT SUSPENSION
106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
6450MM (254 INCH) WHEELBASE
11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI
1925MM (76 INCH) REAR FRAME OVERHANG
1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT

		PER UNIT	TOTAL
VEHICLE PRICE	TOTAL # OF UNITS (1)	\$	\$
EXTENDED WARRANTY		\$	\$
DEALER INSTALLED OPTIONS		\$	\$
CUSTOMER PRICE BEFORE TAX		\$	\$

TAXES AND FEES

FEDERAL EXCISE TAX (FET)	\$	\$
TAXES AND FEES	\$	\$
OTHER CHARGES	\$	\$

TRADE-IN

TRADE-IN ALLOWANCE		\$	(0)	\$	(0)	
BALANCE DUE		(LOCAL CURRENCY)	\$	135,348	\$	135,348

2014/15 FLORIDA SHERIFFS CONTRACT SPEC 12 14-12-0904
LOU BACHRODT FREIGHTLINER LOW BID ON THIS SPEC.

APPROVAL:

Please indicate your acceptance of this quotation by signing below:



Prepared by:
Drew Ellison
LOU BACHRODT FREIGHTLINER
2840 CENTER PORT CIRCLE
POMPANO BEACH, FL 33064
Phone: 407-886-6704

Customer: X _____ Date: ____ / ____ / ____.

Daimler Truck Financial

Financing that works for you.

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SPECIFICATION PROPOSAL

Description

Price Level

M2 PRL-09M (EFF:08/05/2014)

Data Version

SPECPRO21 DATA RELEASE VER 013

Vehicle Configuration

M2 106 CONVENTIONAL CHASSIS
2015 MODEL YEAR SPECIFIED
SET BACK AXLE - TRUCK
STRAIGHT TRUCK PROVISION
LH PRIMARY STEERING LOCATION

General Service

TRUCK CONFIGURATION
DOMICILED, USA (EXCLUDING CALIFORNIA AND
CARB OPT-IN STATES)
PICKUP AND DELIVERY/SHORT HAUL SERVICE
GOVERNMENT BUSINESS SEGMENT
FIXED LOAD COMMODITY
TERRAIN/DUTY: 10% (SOME) OF THE TIME, IN
TRANSIT, IS SPENT ON NON-PAVED ROADS
MAXIMUM 8% EXPECTED GRADE
MAINTAINED GRAVEL OR CRUSHED ROCK -
MOST SEVERE IN-TRANSIT (BETWEEN SITES)
ROAD SURFACE
MEDIUM TRUCK WARRANTY
EXPECTED FRONT AXLE(S) LOAD : 14600.0 lbs
EXPECTED REAR DRIVE AXLE(S) LOAD :
23000.0 lbs
EXPECTED GROSS VEHICLE WEIGHT CAPACITY
: 37600.0 lbs

Truck Service

FLATBED/PLATFORM/STAKE BODY



Description

EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE
FRAME "XX" INCHES : 32.0 in

Engine

CUM ISB 6.7-260 260 HP @ 2300 RPM, 2600 GOV,
660 LB/FT @ 1600 RPM

Electronic Parameters

75 MPH ROAD SPEED LIMIT
CRUISE CONTROL SPEED LIMIT SAME AS ROAD
SPEED LIMIT
PTO MODE ENGINE RPM LIMIT - 1100 RPM
PTO MODE BRAKE OVERRIDE - SERVICE
BRAKE APPLIED
PTO RPM WITH CRUISE SET SWITCH - 700 RPM
PTO RPM WITH CRUISE RESUME SWITCH - 800
RPM
PTO MODE CANCEL VEHICLE SPEED - 5 MPH
PTO GOVERNOR RAMP RATE - 250 RPM PER
SECOND
PTO MINIMUM RPM - 700
REGEN INHIBIT SPEED THRESHOLD - 5 MPH

Engine Equipment

2013 ONBOARD DIAGNOSTICS/2010
EPA/CARB/GHG14
NO 2008 CARB EMISSION CERTIFICATION
STANDARD OIL PAN
ENGINE MOUNTED OIL CHECK AND FILL
ONE PIECE VALVE COVER
SIDE OF HOOD AIR INTAKE WITH FIREWALL
MOUNTED DONALDSON AIR CLEANER
DR 12V 160 AMP 28-SI QUADRAMOUNT PAD
ALTERNATOR WITH REMOTE BATTERY VOLT
SENSE
(2) ALLIANCE MODEL 1131, GROUP 31, 12 VOLT
MAINTENANCE FREE 1900 CCA THREADED
STUD BATTERIES, NON FCCC ONLY
BATTERY BOX FRAME MOUNTED
STANDARD BATTERY JUMPERS
SINGLE BATTERY BOX FRAME MOUNTED LH
SIDE UNDER CAB
WIRE GROUND RETURN FOR BATTERY CABLES
WITH ADDITIONAL FRAME GROUND RETURN
NON-POLISHED BATTERY BOX COVER

Description

POSITIVE LOAD DISCONNECT WITH CAB
MOUNTED CONTROL SWITCH MOUNTED
OUTBOARD DRIVER SEAT
CUMMINS TURBOCHARGED 18.7 CFM AIR
COMPRESSOR WITH INTERNAL SAFETY VALVE
STANDARD MECHANICAL AIR COMPRESSOR
GOVERNOR
AIR COMPRESSOR DISCHARGE LINE
ELECTRONIC ENGINE INTEGRAL SHUTDOWN
PROTECTION SYSTEM
RH INBOARD FRAME MOUNTED HORIZONTAL
DPF AND SCR WITH HORIZONTAL TAILPIPE
ENGINE AFTERTREATMENT DEVICE,
AUTOMATIC OVER THE ROAD REGENERATION
AND DASH MOUNTED REGENERATION
REQUEST SWITCH
STANDARD EXHAUST SYSTEM LENGTH
RH STANDARD HORIZONTAL TAILPIPE
6 GALLON DIESEL EXHAUST FLUID TANK
100 PERCENT DIESEL EXHAUST FLUID FILL
LH MEDIUM DUTY STANDARD DIESEL EXHAUST
FLUID TANK LOCATION
STANDARD DIESEL EXHAUST FLUID PUMP
MOUNTING
STANDARD DIESEL EXHAUST FLUID TANK CAP
HORTON HT650 FRONTAL AIR ON/OFF ENGINE
FAN CLUTCH
AUTOMATIC FAN CONTROL WITHOUT DASH
SWITCH, NON ENGINE MOUNTED
CUMMINS SPIN ON FUEL FILTER
FULL FLOW OIL FILTER
950 SQUARE INCH ALUMINUM RADIATOR
ANTIFREEZE TO -34F, ETHYLENE GLYCOL PRE-
CHARGED SCA HEAVY DUTY COOLANT
GATES BLUE STRIPE COOLANT HOSES OR
EQUIVALENT
CONSTANT TENSION HOSE CLAMPS FOR
COOLANT HOSES
RADIATOR DRAIN VALVE
LOWER RADIATOR GUARD
ALUMINUM FLYWHEEL HOUSING
ELECTRIC GRID AIR INTAKE WARMER
DELCO 12V 38MT HD STARTER WITH
INTEGRATED MAGNETIC SWITCH

Description

Transmission

ALLISON 3500 RDS AUTOMATIC TRANSMISSION
WITH PTO PROVISION

Transmission Equipment

ALLISON VOCATIONAL PACKAGE 223 -
AVAILABLE ON 3000/4000 PRODUCT FAMILIES
WITH VOCATIONAL MODELS RDS, HS, MH AND
TRV

ALLISON VOCATIONAL RATING FOR ON/OFF
HIGHWAY APPLICATIONS AVAILABLE WITH ALL
PRODUCT FAMILIES

PRIMARY MODE GEARS, LOWEST GEAR 1,
START GEAR 1, HIGHEST GEAR 6, AVAILABLE
FOR 3000/4000 PRODUCT FAMILIES ONLY

SECONDARY MODE GEARS, LOWEST GEAR 1,
START GEAR 1, HIGHEST GEAR 6, AVAILABLE
FOR 3000/4000 PRODUCT FAMILIES ONLY

VEHICLE INTERFACE WIRING WITH BODY
BUILDER CONNECTOR MOUNTED END OF
FRAME, NO BLUNT CUTS

ELECTRONIC TRANSMISSION CUSTOMER
ACCESS CONNECTOR FIREWALL MOUNTED

CUSTOMER INSTALLED CHELSEA 277 SERIES
PTO

PTO MOUNTING, LH SIDE OF MAIN
TRANSMISSION

MAGNETIC PLUGS, ENGINE DRAIN,
TRANSMISSION DRAIN, AXLE(S) FILL AND
DRAIN

PUSH BUTTON ELECTRONIC SHIFT CONTROL,
DASH MOUNTED

TRANSMISSION PROGNOSTICS - ENABLED 2013

WATER TO OIL TRANSMISSION COOLER, IN
RADIATOR END TANK

TRANSMISSION OIL CHECK AND FILL WITH
ELECTRONIC OIL LEVEL CHECK

SYNTHETIC TRANSMISSION FLUID (TES-295
COMPLIANT)

Front Axle and Equipment

DETROIT DA-F-14.7-3 14,700# FF1 71.5 KPI/3.74
DROP SINGLE FRONT AXLE

MERITOR 16.5X5 Q+ CAST SPIDER CAM FRONT
BRAKES, DOUBLE ANCHOR, FABRICATED
SHOES

NON-ASBESTOS FRONT BRAKE LINING

Description

CONMET CAST IRON FRONT BRAKE DRUMS
FRONT BRAKE DUST SHIELDS
SKF SCOTSEAL PLUS XL FRONT OIL SEALS
VENTED FRONT HUB CAPS WITH WINDOW,
CENTER AND SIDE PLUGS - OIL
STANDARD SPINDLE NUTS FOR ALL AXLES
MERITOR AUTOMATIC FRONT SLACK
ADJUSTERS
TRW TAS-85 POWER STEERING
POWER STEERING PUMP
2 QUART SEE THROUGH POWER STEERING
RESERVOIR
SYNTHETIC 75W-90 FRONT AXLE LUBE

Front Suspension

14,600# TAPERLEAF FRONT SUSPENSION
MAINTENANCE FREE RUBBER BUSHINGS -
FRONT SUSPENSION
FRONT SHOCK ABSORBERS

Rear Axle and Equipment

RS-23-160 23,000# R-SERIES SINGLE REAR
AXLE
6.14 REAR AXLE RATIO
IRON REAR AXLE CARRIER WITH STANDARD
AXLE HOUSING
MXL 17T MERITOR EXTENDED LUBE MAIN
DRIVELINE WITH HALF ROUND YOKES
DRIVER CONTROLLED TRACTION
DIFFERENTIAL - SINGLE REAR AXLE
(1) DRIVER CONTROLLED DIFFERENTIAL LOCK
REAR VALVE FOR SINGLE DRIVE AXLE
BLINKING LAMP WITH EACH MODE SWITCH,
DIFFERENTIAL UNLOCK WITH IGNITION OFF,
ACTIVE <5 MPH
MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR
BRAKES, DOUBLE ANCHOR, FABRICATED
SHOES
NON-ASBESTOS REAR BRAKE LINING
BRAKE CAMS AND CHAMBERS ON FORWARD
SIDE OF DRIVE AXLE(S)
CONMET CAST IRON REAR BRAKE DRUMS
REAR BRAKE DUST SHIELDS
SKF SCOTSEAL PLUS XL REAR OIL SEALS

Description

HALDEX GOLDSEAL LONGSTROKE 1-DRIVE
AXLE SPRING PARKING CHAMBERS
MERITOR AUTOMATIC REAR SLACK
ADJUSTERS
SYNTHETIC 75W-90 REAR AXLE LUBE

Rear Suspension

23,000# 52 INCH VARIABLE RATE MULTI-LEAF
SPRING REAR SUSPENSION WITH LEAF
SPRING HELPER
SPRING SUSPENSION - NO AXLE SPACERS
STANDARD U-BOLT PAD

Brake System

AIR BRAKE PACKAGE
WABCO 4S/4M ABS WITHOUT TRACTION
CONTROL
REINFORCED NYLON, FABRIC BRAID AND WIRE
BRAID CHASSIS AIR LINES
FIBER BRAID PARKING BRAKE HOSE
STANDARD BRAKE SYSTEM VALVES
STANDARD AIR SYSTEM PRESSURE
PROTECTION SYSTEM
STD U.S. FRONT BRAKE VALVE
RELAY VALVE WITH 5-8 PSI CRACK PRESSURE,
NO REAR PROPORTIONING VALVE
BW AD-9 BRAKE LINE AIR DRYER WITH HEATER
AIR DRYER MOUNTED INBOARD ON LH RAIL
STEEL AIR BRAKE RESERVOIRS MOUNTED
UNDER CAB STEPS AND INSIDE FRAME JUST
FORWARD OF REAR SUSPENSION
CLEAR FRAME RAILS FROM BACK OF CAB TO
FRONT REAR SUSPENSION BRACKET, BOTH
RAILS OUTBOARD
BW DV-2 AUTO DRAIN VALVE WITHOUT HEATER
ON ALL TANK(S)

Trailer Connections

UPGRADED CHASSIS MULTIPLEXING UNIT
UPGRADED BULKHEAD MULTIPLEXING UNIT

Wheelbase & Frame

6450MM (254 INCH) WHEELBASE
11/32X3-1/2X10-15/16 INCH STEEL FRAME
(8.73MMX277.8MM/0.344X10.94 INCH) 120KSI
1/4 INCH (6.35MM) C-CHANNEL INNER FRAME
REINFORCEMENT

Description

1925MM (76 INCH) REAR FRAME OVERHANG
FRAME OVERHANG RANGE: 71 INCH TO 80 INCH
CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 188.45 in
CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 185.45 in
CALC'D FRAME LENGTH - OVERALL : 359.39
CALC'D SPACE AVAILABLE FOR DECKPLATE : 188.45 in
CALCULATED FRAME SPACE LH SIDE : 159.17 in
CALCULATED FRAME SPACE RH SIDE : 192.24 in
SQUARE END OF FRAME
FRONT CLOSING CROSSMEMBER
STANDARD WEIGHT ENGINE CROSSMEMBER
STANDARD MIDSHIP #1 CROSSMEMBER(S)
STANDARD REARMOST CROSSMEMBER
STANDARD SUSPENSION CROSSMEMBER

Chassis Equipment

THREE-PIECE 14 INCH STEEL CENTER BUMPER WITH FLEXIBLE PLASTIC ENDS
FRONT TOW HOOKS - FRAME MOUNTED
BUMPER MOUNTING FOR SINGLE LICENSE PLATE
FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS
GRADE 8 THREADED HEX HEADED FRAME FASTENERS

Fuel Tanks

60 GALLON/227 LITER RECTANGULAR ALUMINUM FUEL TANK - LH
RECTANGULAR FUEL TANK(S)
PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS
FUEL TANK(S) FORWARD
PLAIN STEP FINISH
FUEL TANK CAP(S)
ALLIANCE FUEL FILTER/WATER SEPARATOR WITH PRIMER PUMP
EQUIFLO INBOARD FUEL SYSTEM

Description	
	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE
Tires	
	GOODYEAR G661 HSA 12R22.5 16 PLY RADIAL FRONT TIRES (MATCH MARKED)
	GOODYEAR G661 HSA 12R22.5 16 PLY RADIAL REAR TIRES (MATCH MARKED)
Hubs	
	CONMET PRESET PLUS IRON FRONT HUBS
	CONMET PRESET PLUS IRON REAR HUBS
Wheels	
	22.5X8.25 10-HUB PILOT 2-HAND STEEL DISC FRONT WHEELS
	22.5X8.25 10-HUB PILOT 2-HAND STEEL DISC REAR WHEELS
	FRONT WHEEL MOUNTING NUTS
	REAR WHEEL MOUNTING NUTS
Cab Exterior	
	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
	LEAF SPRING REAR CAB SUSPENSION
	LH AND RH GRAB HANDLES
	PAINTED PLASTIC GRILLE
	ARGENT SILVER HOOD MOUNTED AIR INTAKE GRILLE
	FIBERGLASS HOOD
	SINGLE 14 INCH ROUND HADLEY AIR HORN UNDER LH DECK
	DUAL ELECTRIC HORNS
	SINGLE HORN SHIELD
	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME
	REAR LICENSE PLATE MOUNT END OF FRAME
	INTEGRAL HEADLIGHT/MARKER ASSEMBLY
	(5) AMBER MARKER LIGHTS
	DAYTIME RUNNING LIGHTS
	INTEGRAL STOP/TAIL/BACKUP LIGHTS
	STANDARD FRONT TURN SIGNAL LAMPS
	DUAL WEST COAST BRIGHT FINISH MIRRORS
	DOOR MOUNTED MIRRORS
	102 INCH EQUIPMENT WIDTH

Description

LH AND RH 8 INCH BRIGHT FINISH CONVEX
MIRRORS MOUNTED UNDER PRIMARY
MIRRORS
STANDARD SIDE/REAR REFLECTORS
DUAL LEVEL CAB ENTRY STEPS ON BOTH
SIDES
63X14 INCH TINTED REAR WINDOW
TINTED DOOR GLASS LH AND RH WITH TINTED
NON-OPERATING WING WINDOWS
MANUAL DOOR WINDOW REGULATORS
TINTED WINDSHIELD
2 GALLON WINDSHIELD WASHER RESERVOIR
WITHOUT FLUID LEVEL INDICATOR, FRAME
MOUNTED

Cab Interior

OPAL GRAY VINYL INTERIOR
MOLDED PLASTIC DOOR PANEL
MOLDED PLASTIC DOOR PANEL
BLACK MATS WITH SINGLE INSULATION
FORWARD ROOF MOUNTED CONSOLE WITH
UPPER STORAGE COMPARTMENTS WITHOUT
NETTING
IN DASH STORAGE BIN
(2) CUP HOLDERS LH AND RH DASH
GRAY/CHARCOAL FLAT DASH
HEATER, DEFROSTER AND AIR CONDITIONER
STANDARD HVAC DUCTING
MAIN HVAC CONTROLS WITH RECIRCULATION
SWITCH
STANDARD HEATER PLUMBING
DENSO HEAVY DUTY AIR CONDITIONER
COMPRESSOR
BINARY CONTROL, R-134A
STANDARD INSULATION
SOLID-STATE CIRCUIT PROTECTION AND
FUSES
12V NEGATIVE GROUND ELECTRICAL SYSTEM
DOME LIGHT WITH 3-WAY SWITCH ACTIVATED
BY LH AND RH DOORS
CAB DOOR LATCHES WITH MANUAL DOOR
LOCKS
BASIC HIGH BACK NON SUSPENSION DRIVER
SEAT WITH FORE AND AFT ADJUSTMENT

Description

2 MAN TOOL BOX MID BACK NON SUSPENSION
PASSENGER SEAT
LH AND RH INTEGRAL DOOR PANEL ARMRESTS
VINYL WITH VINYL INSERT DRIVER SEAT
VINYL WITH VINYL INSERT PASSENGER SEAT
3 POINT DRIVER AND PASSENGER AND 2 POINT
CENTER FRONT SEAT BELT RETRACTORS
FIXED STEERING COLUMN
4-SPOKE 18 INCH (450MM) STEERING WHEEL
DRIVER AND PASSENGER INTERIOR SUN
VISORS

Instruments & Controls

GRAY DRIVER INSTRUMENT PANEL
GRAY CENTER INSTRUMENT PANEL
ENGINE REMOTE INTERFACE WITH PARK
BRAKE AND NEUTRAL INTERLOCKS
BLACK GAUGE BEZELS
LOW AIR PRESSURE LIGHT AND BUZZER
2 INCH PRIMARY AND SECONDARY AIR
PRESSURE GAUGES
INTAKE MOUNTED AIR RESTRICTION
INDICATOR WITHOUT GRADUATIONS
97 DB BACKUP ALARM
ELECTRONIC CRUISE CONTROL WITH
SWITCHES IN LH SWITCH PANEL
KEY OPERATED IGNITION SWITCH AND
INTEGRAL START POSITION; 4 POSITION
OFF/RUN/START/ACCESSORY
ODOMETER/TRIP/HOUR/DIAGNOSTIC/VOLTAGE
DISPLAY: 1X7 CHARACTER, 26 WARNING
LAMPS, DATA LINKED, ICU3
DIAGNOSTIC INTERFACE CONNECTOR, 9 PIN,
SAE J1939, LOCATED BELOW DASH
2 INCH ELECTRIC FUEL GAUGE
ENGINE REMOTE INTERFACE FOR REMOTE
THROTTLE
ENGINE REMOTE INTERFACE CONNECTOR IN
ENGINE COMPARTMENT
ELECTRICAL ENGINE COOLANT TEMPERATURE
GAUGE
TRANSMISSION OIL TEMPERATURE INDICATOR
LIGHT
ENGINE AND TRIP HOUR METERS INTEGRAL
WITHIN DRIVER DISPLAY

Description

PROVISIONS FOR BODY BUILDER WIRED BOOM
OUT OF STOW WARNING SYSTEM PILOT LIGHT
AND INSTRUMENT CLUSTER BUZZER

(1) DASH MOUNTED PTO SWITCH WITH
INDICATOR LAMP

ELECTRIC ENGINE OIL PRESSURE GAUGE

AM/FM/WB RADIO WITH BLUETOOTH AND
MICROPHONE, FRONT USB PORT, FRONT AND
REAR AUXILIARY INPUTS AND J1939

DASH MOUNTED RADIO

(2) RADIO SPEAKERS IN CAB

AM/FM ANTENNA MOUNTED ON FORWARD LH
ROOF

ELECTRONIC MPH SPEEDOMETER WITH
SECONDARY KPH SCALE, WITHOUT
ODOMETER

STANDARD VEHICLE SPEED SENSOR

ELECTRONIC 3000 RPM TACHOMETER

IDLE LIMITER, ELECTRONIC ENGINE

TWO ON/OFF ROCKER SWITCHES IN THE DASH
WITH INDICATOR LIGHTS AND WIRE ROUTED
TO CHASSIS AT BACK OF CAB, LABEL OPT

DIGITAL VOLTAGE DISPLAY INTEGRAL WITH
DRIVER DISPLAY

SINGLE ELECTRIC WINDSHIELD WIPER MOTOR
WITH DELAY

MARKER LIGHT SWITCH INTEGRAL WITH
HEADLIGHT SWITCH

ONE VALVE PARKING BRAKE SYSTEM WITH
WARNING INDICATOR

SELF CANCELING TURN SIGNAL SWITCH WITH
DIMMER, WASHER/WIPER AND HAZARD IN
HANDLE

INTEGRAL ELECTRONIC TURN SIGNAL
FLASHER WITH HAZARD LAMPS OVERRIDING
STOP LAMPS

Design

PAINT: ONE SOLID COLOR

Color

CAB COLOR A: N0006EA WHITE ELITE SS

BLACK, HIGH SOLIDS POLYURETHANE CHASSIS
PAINT

POWDER WHITE (N0006EA) FRONT
WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)

Description

POWDER WHITE (N0006EA) REAR
WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)
BUMPER PAINT: FP24812 ARGENT SILVER
DUPONT FLEX

Certification / Compliance

U.S. FMVSS CERTIFICATION, EXCEPT SALES
CABS AND GLIDER KITS

Secondary Factory Options

CORPORATE PDI CENTER IN-SERVICE ONLY

Extended Warranty

TOWING EXTENDED/ROADSIDE SERVICE WARRANTY, 1
YEAR/UNLIMITED MILES/KM, \$550 CAP

Dealer Installed Options

	Weight	Weight
	Front	Rear
PETERSEN TL3 LOADER AND 2030 TRASH DUMP BODY PER ATTACHED SPECS.	0	0
HD SWING MOTOR HARDOX BODY 2030 HDX BODY PER ATTACHED SPEC.S	0	0
Total Dealer Installed Options	0 lbs	0 lbs



CITY OF PORT ORANGE PIGGYBACK AGREEMENT

This Piggyback Agreement is entered to this ____ day of _____, 20__, by and between the **CITY OF PORT ORANGE**, a Florida municipal whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **SBL FREIGHTLINER, LLC, D/B/A LOU BACHRODT FREIGHTLINER ("CONTRACTOR")**, a Florida limited liability company whose principal address is 2840 Center Port Circle, Pompano Beach, Florida 33064 (collectively "the Parties").

WHEREAS, on the 3rd day of October, 2014, Contractor entered into Contract with the Florida Sheriffs Association, pursuant to Bid No. 14-12-0904 (the "FSA Agreement"); and

WHEREAS, the FSA Agreement provides for a term commencing on October 3, 2014 and continuing until September 30, 2015; and

WHEREAS, by entering into this Piggyback Agreement, Contractor agrees to honor the terms of the FSA Agreement for the acquisition of cab and chassis trucks and other fleet equipment purchased by the City of Port Orange; and

WHEREAS, a copy of Bid No. 14-12-0904 and the FSA Agreement are available in the Office of the City Clerk, City Hall, 1000 City Center, Port Orange, Florida 32129; 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. Initial Term. This Contract shall be effective commencing on the last date this Contract is signed by the Parties, and continuing until September 30, 2015.
2. Contractor Obligation. Contractor agrees to sell cab and chassis trucks and other fleet equipment to the City at the unit prices set forth in the FSA Agreement, except as modified herein and attached hereto as Exhibit "1". Contractor agrees that all pricing shall remain valid for the duration of this Agreement. Contractor shall not deliver goods or services without a written purchase order, signed by an authorized agent of the City of Port Orange. 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.
3. Authorization for Services. This Contract standing alone does not authorize the purchase of any cab and chassis trucks and other fleet equipment or require the City to place any orders for cab and chassis trucks and other fleet equipment. Exhibit "1" attached hereto is for informational purposes only, and no order shall be commenced until issuance of a written Purchase Order from the City to the Contractor at the direction of the City Manager.

4. City Obligations. The City agrees to compensate Contractor at the unit prices set forth in the FSA Agreement pursuant to an amount subject to a limit up to but not to exceed One Hundred Thirty-Five Thousand, Three Hundred Forty-Eight and No/100 Dollars (\$135,348.00) during the term of this Contract. The City shall make payment on all invoices in accordance with the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

5. Termination for Convenience of the City

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

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

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

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

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

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

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

- (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - (1) the cost of work performed or supplies delivered;

- (2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;
- (3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.

(ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 20 of this contract concerning disputes.

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

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

8. Examination of Records

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

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

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

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

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

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

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

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

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

10. Termination for Non-Appropriation of Funds

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

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

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

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

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

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

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. 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.

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

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

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

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

18. Inspection

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

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such

supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

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

19. Contract Administration. The Interim Public Works Director, Mike Silvey shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

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 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.**

25. **Additional Provisions**

(a) As may have been outlined in the FSA 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 FSA Agreement to "Florida Sheriffs Association" or "Florida Association of Counties" shall be construed to mean the "City of Port Orange."

(c) In the event of a conflict between the FSA Agreement and this Contract, this Contract with the City of Port Orange shall control.

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

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

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

Copy to: City of Port Orange
Attention: Mike Silvey, Interim Public Works Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5575

Contractor: Lou Bachrodt Freightliner
Attention: Drew Ellison
George Ellison
1801 W. Atlantic Boulevard
Pompano Beach, FL 33069
(407) 886-6704 – Telephone
(954) 545-1099 – Business Fax
(407) 375-3304 – Mobile
georgeordrew@aol.com

SBL Freightliner, LLC
2840 Center Port Circle
Pompano Beach, Florida 33064

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:

SBL FREIGHTLINER, LLC

Printed Name: _____

By: _____

Printed Name: _____

Title: _____

Printed Name: _____

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

Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of SBL Freightliner, LLC, 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 _____, 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 4641]

City of Port Orange Requisition

Date 1/6/2015

Purchase Order # _____

Vendor Lou Bachrodt Freightliner
2840 Center Port Circle
Pompano Beach, FL. 33064

Ship To City of Port Orange

Contact: Drew Ellison

Public Works Dept.

Phone: **407-886-6704**

407 Virginia Av

Fax: _____

Email: georgeordrew@aol.com

Requisition # _____

Vendor #:

Requested by Jeff Fontane	Fund	505
---------------------------	------	-----

Dept. 1000 Division 519

Quantity	Description	Unit of Measure	Unit Price	Total Cost	Element
1	2015 Freightliner M2 Chassis	ea	39,948.00	39,948.00	64-00
	Options:				
1	37-GVWR Upgrade to 37K GVWR	ea	30,900.00	30,900.00	
1	Peterson TL-3 Grapple Loader & Body Installed	ea	64,500.00	64,500.00	
	Fla. Sheriffs Association Contract# 14-12-0904				
	Spec. # 12				
			Grand Total	135,348.00	

Justification: Replaces Vehicle # 1458 in Public Works

Vendor Quotes - Prices quoted must be FOB Port Orange, Fl - 2,000.00 to 8,000.00 quotes must be attached.

Vendor Name	Confirmed To	Terms	Total Amount	Delivery

Funds are available in the account(s) cited to support this procurement.

Any one item with an acquisition cost of \$2,000 or more:

Finance Dept.

City Manager

I hereby certify that the Articles above specified are necessary
for use in this department and that they are to be used solely for the City.

Department Head

Purchasing Agent

EXHIBIT "1"

VEHICLE:	M2			
DEALER:	LOU BACHRODT FREIGHTLINER	LOU BACHRODT FREIGHTLINER	LOU BACHRODT FREIGHTLINER	LOU BACHRODT FREIGHTLINER
ZONE:	★ Western	★ Northern	★ Central	★ Southern
BASE PRICE:	\$39,948.00	\$39,948.00	\$39,948.00	\$39,948.00

Order Code	Delete Options	All Zones
	Gas engine in lieu of diesel	NA
342-1CB ¹	Provide 6 speed manual with base engine - specify	(\$2,716.00) ¹
	Provide 7 speed manual with base engine - specify	NA
018-002 ¹	Air brakes if compatible with transmission	(\$1,087.00) ¹
	Wheel seals	Std
746-998 ¹	AM/FM stereo radio	(\$274.00) ¹
	Satellite radio	NA
	On-Star	NA

Order Code	Add Options	All Zones
101-2NT	Engine/transmission upgrade - specify	\$8,900.00 ¹
342-584	CUMMINS ISB 250 HP ENGINE, ALLISON 3500RDS AUTOMATIC TRANSMISSION ¹	
420-009 ¹		
101-2N6	Engine/transmission upgrade - specify	\$9,950.00 ¹
342-584 ¹	CUMMINS ISB 280 HP ENGINE, ALLISON 3500RDS AUTOMATIC TRANSMISSION ¹	
101-2N7	Engine/transmission upgrade - specify	\$10,950.00 ¹
342-584 ¹	CUMMINS ISB 300 HP ENGINE, ALLISON 3500 RDS AUTOMATIC TRANSMISSION ¹	
101-2N8	Engine/transmission upgrade - specify	\$11,900.00 ¹
342-584 ¹	CUMMINS ISB 325 HP ENGINE, ALLISON 3500RDS AUTOMATIC TRANSMISSION ¹	
101-2XF	Engine/transmission upgrade - specify	\$15,900.00 ¹
342-584 ¹	CUMMINS ISL 270HP ENGINE, ALLISON 3500RDS AUTOMATIC TRANSMISSION ¹	
101-2XE	Engine/transmission upgrade - specify	\$16,900.00 ¹
342-584 ¹	CUMMINS ISL 300HP ENGINE, ALLISON 3500RDS AUTO TRANSMISSION ¹	
101-2XD	Engine/transmission upgrade - specify	\$17,900.00 ¹
342-584 ¹	CUMMINS ISL 330HP ENGINE, ALLISON 3500RDS AUTOMATIC TRANSMISSION ¹	
EVS-ENG TRANS ¹	Engine/transmission upgrade - specify EVS 3000 TRANS WITH CUMMINS 360HP EMERGENCY POWER TRAIN 001-172 101-2NR 124-1E8 292-1EH 23U-003 342-1KD 402-024 427-001 405-003 620-062 420-009 423-041 425-002 428-003 41T-003 546-101 480-047 206-192 204-192 212-008 093-2DE 094-2D1 746-1A9	\$20,900.00 ¹
	Bi-fuel model - specify	NA
	CNG prep - specify	NA
	CNG conversion (discuss with dealer)	NA
	LPG conversion (discuss with dealer)	NA
	Engine hour meter	Std
864-001 ¹	Trans oil temp meter	\$11.00 ¹
	Allison authorized synthetic oil, TES 295 or equivalent (required for extended warranty) Included with Allison transmission ¹	Incl. ¹
	Premium hoses	Std

VEHICLE:	M2			
DEALER:	LOU BACHRODT FREIGHTLINER	LOU BACHRODT FREIGHTLINER	LOU BACHRODT FREIGHTLINER	LOU BACHRODT FREIGHTLINER
ZONE:	★ Western	★ Northern	★ Central	★ Southern
BASE PRICE:	\$39,948.00	\$39,948.00	\$39,948.00	\$39,948.00
33-35005SPD ¹	33,000 GVWR Pck. - minimum 230 HP, 5 speed automatic transmission (3500RDS), or approved equivalent - see optional wheelbase prices CUMMINS 270HP ISL ENG. ALLISON 3500 RDS TRANS AND ALL ADDITIONAL OPTIONS LISTED BY CODES 101-2XF 124-1E8 292-1EH 016-1C0 23U-003 30N-003 342-584 402-050 427-001 40T-002 620-002 420-009 423-085 425-002 41T-003 622-003 546=102 547-001 558-001 206-192 204-192 122-101 212-008 093-2B1 094-0RA 502-577 505-577 650-003 743-1AP 756-1J3 760-235 746-1B3 ¹			\$26,800.00 ¹
33-30006SPR ¹	33,000 GVWR Pck. - minimum 230 HP, 6 speed automatic transmission (3000RDS), or approved equivalent - see optional wheelbase prices CUMMINS 270HP ISL ENG ALLISON 3500 RDS TRANS AND ALL ADDITIONAL OPTIONS LISTED BY CODES-101-2XF 124-1E8 292-1EH 016-1C0 23U-003 30N-003 342-582 402-050 427-001 40T-002 620-002 420-009 423-085 425-002 41T-003 622-003 546=102 547-001 558-001 206-192 204-192 122-101 093-2B1 094-0RA 502-577 505-577 650-003 743-1AP 756-1J3 760-235 746-1B3 212-008 ¹			\$26,900.00 ¹
33-35006SPD ¹	33,000 GVWR Pck. - minimum 230 HP, 6 speed automatic transmission (3500RDS), or approved equivalent - see optional wheelbase prices CUMMINS 270HP ISL ENG. ALLISON 3500 RDS TRANS. AND ALL ADDITIONAL OPTIONS LISTED BY CODES-101-2XF 124-1E8 292-1EH 016-1C0 23U-003 30N-003 342-584 402-050 427-001 40T-002 620-002 420-009 423-085 425-002 41T-003 622-003 546=102 547-001 558-001 206-192 204-192 122-101 093-2B1 094-0RA 502-577 505-577 650-003 743-1AP 756-1J3 760-235 746-1B3 212-008 ¹			\$26,900.00 ¹
33-4X4 ¹	33,000 GVWR factory approved 4WD CUMMINS ISL 270HP ALLISON 3500RDS TRANS. AND ALL ADDITIONAL OPTIONS LISTED BY CODES-101-2XF 124-1E8 292-1EH 016-1C0 23U-003 30N-003 342-584 402-050 427-001 40T-002 620-010 420-009 423-085 425-002 41T-003 622-003 546=102 547-001 558-001 206-192 204-192 122-101 093-0RA 094-0RA 502-577 505-577 650-003 743-1AP 756-1J3 760-235 746-1B3 373-036 400-1F3 ¹			\$56,900.00 ¹
33-108CA ¹	33,000 GVWR 108" CA INCLUDES ALL OPTIONS ON 33,000 GVW PCK ¹			\$26,900.00 ¹
33-120CA ¹	33,000 GVWR 120" CA INCLUDES ALL OPTIONS ON 33,000 GVW PCK ¹			\$27,290.00 ¹
33-156CA ¹	33,000 GVWR 156" CA INCLUDES ALL OPTIONS ON 33,000 GVW PCK ¹			\$27,290.00 ¹
33-180CA ¹	33,000 GVWR 180" CA INCLUDES ALL OPTIONS ON 33,000 GVW PCK ¹			\$27,890.00 ¹
33-186CA ¹	33,000 GVWR 186" CA INCLUDES ALL OPTIONS ON 33,000 GVW PCK ¹			\$27,890.00 ¹
35-GVWR ¹	GVWR and CA upgrade - specify 35,000 GVWR PCK WITH THE FOLLOWING OPTIONS 001-172 101-2XE 124-1E8 292-1EH 016-1C0 23U-003 342-584 402-050 620-002 420-1FY 423-085 480-047 41T-002 546-102 547-001 206-192 204-192 212-008 122-101 093-2B2 094-2BX 502-577 505-577 650-003 756-1J3 760-235 746-1A9 41T-002 558-001 ¹			\$28,900.00 ¹
38-GVWR ¹	GVWR and CA upgrade - specify 38,000 GVWR PCK WITH THE FOLLOWING OPTIONS 001-172 101-2XE 124-1E8 292-1EH 016-1C0 23U-003 342-584 402-050 620-002 420-022 480-047 546-102 547-001 588-001 206-192 204-192 212-008 122-101 093-2JB 094-2JB 502-577 505-577 650-003 756-1J3 760-235 746-1B3 41T-003 ¹			\$32,900.00 ¹
37-GVWR ¹	GVWR and CA upgrade - specify 37,000 GVWR PCK WITH THE FOLLOWING OPTIONS 001-172 101-2XE 124-1E8 292-1EH 016-1C0 23U-003 342-584 400-1A8 402-050 620-026 420-1FY 423-085 480-047 546-102 547-001 558-001 206-192 204-192 212-008 122-101 093-2JB 094-2JB 502-577 505-577 650-003 756-1J3 760-235 746-1B3 41T-003 ¹			\$30,900.00 ¹
	GVWR and CA upgrade - specify			NA
	GVWR and CA upgrade - specify			NA
	GVWR and CA upgrade - specify			NA

VEHICLE:	M2			
DEALER:	LOU BACHRODT FREIGHTLINER	LOU BACHRODT FREIGHTLINER	LOU BACHRODT FREIGHTLINER	LOU BACHRODT FREIGHTLINER
ZONE:	★ Western	★ Northern	★ Central	★ Southern
BASE PRICE:	\$39,948.00	\$39,948.00	\$39,948.00	\$39,948.00

	GVWR and CA upgrade - specify	NA
	GVWR and CA upgrade - specify	NA
2000 LB LIFT GATE ¹	2,000 lb. lift gate	\$5,900.00 ¹
3000 LB LIFT GATE ¹	3,000 lb. lift gate	\$6,600.00 ¹
DLR-12 TON JACK ¹	12 ton jack cab mounted, if available	\$250.00 ¹
DLR-50K-22 OR EQUAL ¹	Auto Crane 50K-22 crane body with shelf package, 24" bumper with crank outriggers, or approved equivalent <i>AUTO CRANE OR KNAPHEIDE CRANE BODY WITH SHELF PACK AND 24 INCH BUMPER WITH CRANK OUTRIGGERS ¹</i>	\$42,800.00 ¹
DLR-6006 EH ¹	Auto Crane 6006EH electric hydraulic crane, boom support & chassis springs, or approved equivalent <i>AUTO CRANE OR STELLAR REQUIRES CRANE BODY ¹</i>	\$34,800.00 ¹
DLR-HYD OUTRIGGERS ¹	Auto Crane hydraulic outriggers, or approved equivalent	\$8,900.00 ¹
DLR-6406 ¹	Auto Crane 6406 hydraulic crane, reservoir, PTO and pump, boom support & chassis springs, or approved equivalent <i>AUTO CRANE OR STELLAR REQUIRES CRANE BODY. ¹</i>	\$36,900.00 ¹
DLR-8406 ¹	Auto Crane 8406 hydraulic crane, reservoir, PTO and pump, boom support & chassis springs, or approved equivalent <i>AUTO CRANE OR STELLAR REQUIRES CRANE BODY ¹</i>	\$39,500.00 ¹
721-003 ¹	Backup alarm - Factory Installed	\$99.00 ¹
DLR-BACKUP ALARM ¹	Backup alarm - Dealer Installed <i>BACKUP ALARM ¹</i>	\$190.00 ¹
	Backup camera with 3.5" LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle) - Factory Installed	NA
DLR-BACKUP CAMERA ¹	Backup camera with 3.5" LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle) - Dealer Installed	\$3,400.00 ¹
PETERSEN TL3 ¹	Optional equipment - specify <i>PETERSEN TL3 LOADER 1824 BODY REQUIRES 33K GVW ADD \$2800 FOR 2030 BODY REQUIRES 37K GVW. HEAVY DUTY SWING MOTOR \$2900. QUADSTICK CONTROLS ADD \$3400. HDHI OUTRIGGER STROBES ADD \$690 DUAL LED STROBES ADD \$490 HOSE GUARD ADD \$390. 1824 TBH HD BODY ADD \$5200 2030 TBH HD BODY ADD \$ 5490. 1824 HDX HARDOX BODY ADD \$4600 FOR 2030 HDX HARDOX ADD \$5600. PI SELF WINDING LOAD COVER ADD \$890. TOOL BOX ADD \$980. ¹</i>	\$64,500.00 ¹
PETERSEN RS-3 ¹	Optional equipment - specify <i>RS-S REAR STEER UNT WITH ALL WEATHER A/C CAB. JOYSTICK CONTROL ADD \$6950 DIAGNOSTIC SCREEN IN UPPER CAB WITH REAR CAMERA ADD \$5900. HDHI OUTRIGGER STROBES ADD \$890. FOR PETERSEN CP-3 LOADER AND BODY PRICE IS \$78900. ¹</i>	\$99,700.00 ¹
PETERSE RL-3 ¹	Optional equipment - specify <i>RL-3 BASE WALK THROUGH CONTROL. QUADSTICK CONTROLS ADD \$3800. HD SWING MOTOR ADD \$2900. SIDE MOUNT SEAT ADD \$3900. SIDE MOUNT SEAT W/ALL WEATHER CAB ADD \$9600. HOSE GUARDS ADD \$390. TT2 TRAILER ADD \$32500 WITH TRAILER PACK. HDHI STROBES ADD \$690. ¹</i>	\$58,500.00 ¹



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 01/06/2015

Consent item: Yes

SUBJECT: Purchase of Landscape Maintenance equipment from John Deere & Co.

DEPARTMENT: Public Works

RECOMMENDED MOTION: To approve purchase of equipment on the attached spreadsheet from John Deere & Company for a total of \$54,449.94 using State Contract # 760-000-10-1 and authorizing the Mayor and City Clerk to execute contract documents as necessary.

SUMMARY: Staff recommends piggybacking on State Contract # 760-000-10-1 to purchase landscape maintenance equipment from John Deere & Company. South Daytona Tractor and Beard Equipment are providing the equipment as John Deere dealers.

Project No.: Funding Account No.: 505-1000-519-6400

ATTACHMENTS:

1.	John Deere Equipment Purchases	John Deere Purchases.pdf
2.	Equipment Identification & Price	John Deere Equipment Identification & Price.pdf
3.	State Contract 760-000-10-1	State Contract 760-000-10-1 Equipment.doc
4.	State Contract Piggyback Agreement - John Deere Dealer South Daytona Tractor	State Contract Piggyback Agreement - John Deere Dealer South Daytona Tractor.pdf
5.	State Contract Piggyback Agreement - John Deere Dealer Beard Equipment	State Contract Piggyback Agreement - John Deere Dealer Beard Equipment.pdf

Fontane, Jeff
Silvey, Mike
Riehm, Tracey
Gomez, Joseph
Roberts, Margaret
Harden, David

Created/Initiated - 12/16/2014
Approved - 12/16/2014
Approved - 12/20/2014
Approved - 12/22/2014
Approved - 12/30/2014
Final Approval - 12/30/2014

VEH #	DEPT	YR	MAKE	DESCRIPTION	REPLACEMENT	VENDOR/NOTES	PIGGYBACK CONTRACT	PRICE
VENDOR: DEERE AND COMPANY, DELIVERING DEALER: SOUTH DAYTONA TRACTOR								
STATE CONTRACT 760-000-10-1 PIGGYBACK								
8043	4400	2004	JOHN DEERE	GATOR ATV	JOHN DEERE GATOR	JOHN DEERE	STATE 760-000-10-1	7,129.90
	CHGC	2000	JOHN DEERE	GATOR ATV 2	JOHN DEERE GATOR TE ELECTRIC	JOHN DEERE	STATE 760-000-10-1	19,224.44
				TOTAL				26,354.34
VENDOR: DEERE AND COMPANY, DELIVERING DEALER: BEARD EQUIPMENT								
STATE CONTRACT 760-000-10-1 PIGGYBACK								
8254	4400	2005	JOHN DEERE	2653A GROUNDS MOWER	JOHN DEERE 26538 MOWER	JOHN DEERE	STATE 760-000-10-1	28,095.60
				TOTAL				28,095.60
								54,449.94

Date	<u>1/6/2015</u>	Purchase Order #	<u> </u>
Vendor	<u>Deere & Company</u>	Ship To	<u>City of Port Orange</u>
	<u>2000 John Deere Run</u>		<u>Public Works Dept.</u>
	<u>Cary, NC. 27513</u>		<u>407 Virginia Av</u>
Contact:	<u>Randy Smith-So. Day. Tractor</u>		
Phone:	<u>386-760-5067</u>		
Fax:	<u>386-767-9854</u>		
Email:	<u>smithrds@bellsouth.net</u>	Requisition #	<u> </u>
Vendor #:	<u>251937</u>		
Requested by:	<u>Jeff Fontane</u>	Fund	<u>505</u>
		Dept.	<u>1000</u>
		Division	<u>519</u>

Justification: Replaces #8043. Parks Dept.

Vendor Name	Confirmed To	Terms	Total Amount	Delivery

Any one item with an acquisition cost of \$2,000 or more:

City Manager

Department Head

Purchasing Agent



JOHN DEERE

Beard



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580;
DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

South Daytona Tractor & Mwer
3000,a South Ridgewood Ave.
South Daytona, FL 321193543
386-760-5067
SDTM@BELLSOUTH.NET

Quote Summary

Prepared For:

City Of Port Orange
Jeff Fontane
407 Virginia Ave
Port Orange, FL 32127
Business: 386-506-5779
jfontane@port-orange.org

*Gold Ventures
Kirk Smith*

Delivering Dealer:

South Daytona Tractor & Mwer
Randy Smith
3000,a South Ridgewood Ave.
South Daytona, FL 321193543
Phone: 386-760-5067
Mobile: 386-747-9338
smithrds@bellsouth.net

Quote ID: 10530374

Created On: 04 November 2014

Last Modified On: 04 November 2014

Expiration Date: 05 December 2014

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE Gator TS	\$ 8,290.58	\$ 7,129.90 X	1 =	\$ 7,129.90
Contract: Construction_Industrial_AG_L&G_760-000-10-1				
Price Effective Date: April 14, 2014				

Equipment Total **\$ 7,129.90**

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 7,129.90
Trade In	
SubTotal	\$ 7,129.90
Total	\$ 7,129.90
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 7,129.90

*Park's & Ken
8043*

Salesperson : X _____

Accepted By : X _____

Confidential

**JOHN DEERE**

Selling Equipment



Quote Id: 10530374

Customer Name: CITY OF PORT ORANGE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580;
DUNS#: 60-7690989**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**South Daytona Tractor & Mwer
3000,a South Ridgewood Ave.
South Daytona, FL 321193543
386-760-5067
SDTM@BELLSOUTH.NET**JOHN DEERE Gator TS**

Contract: Construction_Industrial_AG_L&G_760-000-10-1

Price Effective Date: April 14, 2014

Suggested List *

\$ 8,290.58

Selling Price *

\$ 7,129.90

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
560KM	Gator TS	1	\$ 6,799.00	14.00	\$ 951.86	\$ 5,847.14	\$ 5,847.14
Standard Options - Per Unit							
0202	US/Canada	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
1001	Cayman Turf Tires	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
2000	Non Adjustable Seat	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
4010	Less Power Lift	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
5210	Less Protection Package	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
5310	Less Front Bumper & Brush Guard	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
6010	Less Rear Receiver Hitch	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Dealer Attachments/Non-Contract/Open Market							
BM23765	Cargo Box Power Lift Kit	1	\$ 801.43	14.00	\$ 112.20	\$ 689.23	\$ 689.23
BM21474	Poly Bedliner 40 In.	1	\$ 331.70	14.00	\$ 46.44	\$ 285.26	\$ 285.26
BM24590	Brake / Tail Light Kit	1	\$ 162.64	14.00	\$ 22.77	\$ 139.87	\$ 139.87
BM23458	Front Bumper	1	\$ 195.81	14.00	\$ 27.41	\$ 168.40	\$ 168.40
Dealer Attachments Total			\$ 1,491.58		\$ 208.82	\$ 1,282.76	\$ 1,282.76
Suggested Price							\$ 7,129.90
Total Selling Price			\$ 8,290.58		\$ 1,160.68	\$ 7,129.90	\$ 7,129.90

Confidential



JOHN DEERE



Quote Id: 10530374

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580;
DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

South Daytona Tractor & Mwer
3000,a South Ridgewood Ave.
South Daytona, FL 321193543
386-760-5067
SDTM@BELLSOUTH.NET

Prepared For:

City Of Port Orange

Proposal For:

Delivering Dealer:

Randy Smith

South Daytona Tractor & Mwer
3000,a South Ridgewood Ave.
South Daytona, FL 321193543

386-760-5067

SDTM@BELLSOUTH.NET

Quote Prepared By:

RANDY SMITH

386-747-9338

smithrds@bellsouth.net

Date: 04 November 2014

Offer Expires: 05 December 2014

Confidential

JOHN DEERE TURF & UTILITY PRODUCTS

UTILITY VEHICLES AND EQUIPMENT

Gator TS

Equipment for Base Machine

ENGINE: 11 Engine HP *(351cc) Single Cylinder, Air-cooled, 4-Cycle Gasoline Overhead Valves Full Pressure Lubrication System (Filter Optional) Replaceable Single Element (Dry Type) Air Cleaner with Remote Intake 5.2 Gallon (19.7 L) Fuel Capacity Solid State 12V Ignition ELECTRICAL: Electric Start 13 Amp, Regulated Alternator 340 CCA Battery Two 37.5 Watt Halogen Headlights TRANSAXLE/TRANSMISSION: Continuously Variable Transmission (CVT) Single-speed Transaxle 20 mph (32.2 kph) Maximum Forward Speed Rear Traction Assist Rear Internal Wet Disk Brakes Wet Disk Hand-Operated Park Brake 1-3/8 In. (35 mm) Forged Rear Axles Two Rear Drive Wheels STEERING/FRONT SUSPENSION: Rack and Pinion Steering Independent Front Suspension Spring-Over-Shock Single	A-Arm Design 1 In. (25 mm) Front Spindles FRAME/STYLED PARTS: Arc Welded Uni-Body Frame Thermoplastic Elastomer Polyolefin (TPO) Hood and Fenders OPERATOR STATION: Mid-Back Bucket Seats Walk-Through Platform Park Brake Indicator Light Hip Restraint Bars (Driver and Passenger) Passenger Grab Handle Glove Box Two Cup Holders Fuel Gauge Hour Meter 12V DC Outlet DIMENSIONS: 101.4 In. Long x 60 In. Wide x 43.6 In. High (2575 mm x 1524 mm) 900 Lbs. (408 kg.) Total Payload Capacity Which Includes: 200 Lbs. (91 kg) Driver, 200 Lbs. (91 kg) Passenger and 500 Lbs (227 kg) in Cargo Box Towing Capacity: 900 Lbs. (408 kg) 11.25 ft. Turning Radius Ground Clearance (Under Transaxle): 6 In. (153 mm) Ground Clearance (Under Foot	Platform): 9.8 In. (330 mm) CARGO BOX: 39.5 In. Long x 49 In. Wide x 9 In. Deep (1003 mm x 1245 mm x 229 mm) 10.1 Ft (.29 m) Capacity 500 Lbs. (227 kg) Box Capacity Tilting Box Hinged (Bottom) Tailgate Removable Load Guard Hold Down Latch and Prop Rod TIRES: Front: 2-22.5x10.00-8 4 Ply Cayman KT (Knobby) Rear: 2-25x12.00-9 4 Ply Cayman KT (Knobby) SAFETY VIDEO TAPE: Safety & Operational Video *Engine HP is Provided by the Engine Manufacturer to be Used For Comparison Purposes Only, Actual Operating HP will be Less.
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CODE	ATTACHMENT IDENTIFIER	DESCRIPTION	SUGGESTED LIST PRICE USD (\$)
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Select One Code From Each Required Category

BASE MACHINE

F.O.B. Janesville, Wisconsin

560KM	Gator TS <i>Base Machine Suggested List Price Does Not Include \$300 USD Destination Charge.</i>	6,799.00
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DESTINATION

0202	US/Canada	In Base Price
0230	Australia/New Zealand	Same Price
0195	Mexico	Same Price

WHEELS WITH TIRES (FOUR)

1000	Cayman KT (Knobby) Tires	In Base Price
1001	Cayman Turf Tires	Same Price

**JOHN DEERE TURF & UTILITY PRODUCTS
UTILITY VEHICLES AND EQUIPMENT**

**Gator TS
Continued**

CODE	ATTACHMENT IDENTIFIER	DESCRIPTION	SUGGESTED LIST PRICE USD (\$)
WHEELS WITH TIRES (FOUR) Continued...			
1002		Cayman AT (All Terrain) Tires	230.00
DRIVER SEAT			
2000		Non Adjustable Seat	In Base Price
2001		Adjustable Seat	86.00
CARGO BOX POWER LIFT			
4000		Cargo Box Power Lift	749.00
4010		Less Power Lift <i>Prop Rod Included.</i>	In Base Price
PROTECTION PACKAGE			
5200		Package Consists of: Front Bumper / Brush Guard, Bedliner, Front Fender Guard and Rubber Floor Mats <i>Must order 5310 option code when ordering 5200 option code. Package Priced at 10% Discount.</i>	833.00
5210		Less Protection Package	In Base Price
FRONT BUMPER & BRUSH GUARD			
5300		Front Bumper & Brush Guard	325.00
5310		Less Front Bumper & Brush Guard	In Base Price
REAR RECEIVER HITCH			
6000		1.25 In. (38mm) Rear Receiver Hitch	78.00
6010		Less Rear Receiver Hitch	In Base Price

Attachments-Order as Desired

9435		Spanish North American Kit: Spanish North American Operator's Manual and Decal Kit	No Charge
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ATTACHMENTS FOR FIELD CONVERSION

BM22600		Cabs/Roofs/Windshields: Deluxe Glass Cab <i>Includes Front Windshield (Excluding Wiper), Glass Doors and Glass Rear Window.</i> <i>Remote Cargo Box Release Kit is required if vehicle is not equipped with Cargo Box Power Lift.</i> <i>Heavy Duty Front Suspension Kit is recommended with Cab installation (Already standard on TE).</i>	4,086.33
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JOHN DEERE TURF & UTILITY PRODUCTS
UTILITY VEHICLES AND EQUIPMENT

Gator TS
Continued

CODE	ATTACHMENT IDENTIFIER	DESCRIPTION	SUGGESTED LIST PRICE USD (\$)
		ATTACHMENTS FOR FIELD CONVERSION Continued...	
BM22138		Electrical Kit - Deluxe Glass Cab <i>Kit Includes Wiring Harness, Overhead Console and Roof Headliner. Required for Deluxe Glass Cab electrical accessories.</i>	224.70
BM21645		Exterior Mirrors (2) Kit <i>Requires Deluxe Glass Cab.</i>	177.61
BM23578		Forced-Air Heater Kit	2,326.19
BM21656		Interior Light Kit - Deluxe Cab <i>Requires Electrical Kit.</i>	59.91
LP45544		Sunshade <i>Available through Order Zone.</i>	468.00
BM21646		Visor (1) Kit - Deluxe cab	72.76
BM21466		Windscreen	287.83
BM21648		Windshield Washer Kit <i>Requires Electrical Kit.</i>	177.61
BM21462		Windshield Wiper Kit <i>Requires Electrical Kit.</i>	303.89
VGB10133		Cargo Box Options / Storage: Cargo Box Bed Mat	119.84
BM23765		Cargo Box Power Lift Kit	801.43
BM23456		Front Hood Rack <i>Requires Front Bumper / Brush Guard for mounting. Not compatible with Mauser Cab.</i>	248.24
LPMB4611GB		Gator Tool Box <i>Contact Dealer for pricing.</i>	275.00
BM21474		Poly Bedliner 40 In.	331.70
BM21653		Remote Cargo Box Release Kit <i>Required if equipped with Deluxe Glass Cab and manual cargo box release. Compatible for use with steel cargo box only.</i>	115.56
BM22776		Side Storage Box	215.07
LPPCT10LXATV		Carts / Hitches: 10AT Cart <i>Available through Order Zone</i>	579.00
LPPCT17ATJD		17AT Cart <i>Available through Order Zone.</i>	799.00
LPUT21JD		21 Steel Utility Cart <i>Available through Order Zone</i>	919.00
PM05101		Ball Mount - 1.875 in. (48mm)	10.73
PM05201		Ball Mount - 2 in. (51mm)	11.80

JOHN DEERE TURF & UTILITY PRODUCTS
UTILITY VEHICLES AND EQUIPMENT

Gator TS
Continued

CODE	ATTACHMENT IDENTIFIER	DESCRIPTION	SUGGESTED LIST PRICE USD (\$)
		ATTACHMENTS FOR FIELD CONVERSION Continued...	
BM23989		Drawbar, 1.25 In. (38mm)	36.39
BM17801		Rear Hitch	46.01
BM23839		Rear Receiver Hitch, 1.25 in. (38mm) <i>No drawbar nor ball is included with the hitch.</i>	83.46
BM20414		Custom & High Performance: Heavy-Duty Suspension Kit <i>Recommended when using a deluxe cab or front mounted blades. Heavy-Duty Suspension is standard on Gator TE.</i>	170.13
BM22610		High Capacity Alternator Kit (TS Only)	371.29
BM22543		Rough Terrain Kit <i>Throttle stabilizer.</i>	97.37
AM108382		Engine: Recoil Start Kit	77.13
LP10312		Hunting / Camo: Gun Boot IV GATOR Metal Mounting Bracket <i>Available through Order Zone.</i>	63.49
LP10316		Gun Boot IV, Black <i>Compatible with Gun Boot IV Metal Mounting Bracket. Available through Order Zone.</i>	59.49
LP93103		Vehicle Cover, Cab / ROPS - Camo	119.99
BM24805		Lights / Signals: Backup Alarm Kit	103.79
BM22405		Beacon Light	384.13
BM21649		Beacon Light Kit - Deluxe Cab <i>Requires Electrical Kit.</i>	384.13
BM24590		Brake / Tail Light Kit	162.64
BM22720		Deluxe Light Kit <i>Kit includes front and rear turn signals, brake and tail lights, and hazards. Front lights double as side mirrors, rear lights function as turn signals and brake lights.</i>	395.90
BM21651		Front Light Kit - Deluxe Cab <i>Requires Electrical Kit.</i>	300.67
BM23193		Horn Kit	97.37
BM21652		Rear Light Kit - Deluxe Cab <i>Requires Electrical Kit.</i>	222.56
BM25000		Protection: Floor Mat	80.26
BM23458		Front Bumper <i>Includes Front Receiver Hitch.</i>	195.81

**JOHN DEERE TURF & UTILITY PRODUCTS
UTILITY VEHICLES AND EQUIPMENT**

**Gator TS
Continued**

CODE	ATTACHMENT IDENTIFIER	DESCRIPTION	SUGGESTED LIST PRICE USD (\$)
		ATTACHMENTS FOR FIELD CONVERSION Continued...	
BM23459		Front Bumper/Brush Guard <i>Includes front receiver hitch.</i>	347.76
BM23457		Front Fender Guard <i>Requires Front Bumper or Front Bumper/Brushguard</i>	165.86
LP93547		Gator Cover <i>Not compatible with Deluxe Cab. Available through Order Zone.</i>	98.99
LP92624		Seat Cover (Deluxe Medium) - Yellow <i>Available through Order Zone.</i>	42.99
LP92324		Seat Cover - Yellow <i>Available through Order Zone.</i>	26.99
LP93107		Vehicle Cover, Cab / ROPS - Black <i>Fits all Models Equipped with OPS and Deluxe Cab Structure.</i>	108.99
		Seats / Wheels / Tires:	
BM23799		Parts For Adjustable Driver's Seat	92.01
TY24328		Tire Chains (Pair) for 24x12.00-12 In. Drive Tires	89.40
TY15958		Tire Chains (Pair) for 26x12-12 Tires	97.67
		Spanish North American Kit:	
M153216		Spanish Operator's Manual	See Parts
		Sprayers / Pressure Washers:	
LP20850		25 Gallon Bed Sprayer <i>Available through Order Zone.</i>	489.95
LP20851		45 Gallon Bed Sprayer	549.95
LP22908		45 Gallon High Performance Sprayer	804.95
LP20485		45 Gallon Tow-Behind Sprayer	624.95
LPGP2700GH		GatorPal High Pressure Washer (2700 psi, Honda engine) <i>Contact Dealer for pricing.</i>	2,899.00
LPGP2700GS		GatorPal High Pressure Washer (2700 psi, Subaru engine) <i>Contact Dealer for pricing.</i>	2,879.00
LP22885		HP 150 in. Precision Boom <i>Compatible with all High Performance Sprayers Available through Order Zone</i>	239.95
LP39963		HP 45 Gallon Sprayer - Tow Behind	684.95
LP22884		HP Boomless Nozzles <i>Compatible with all High Performance Sprayers. Available through Order Zone.</i>	145.95
LP22911		HP Standard Gator Boom <i>Compatible with all High Performance Sprayers. Available through Order Zone.</i>	64.95

**JOHN DEERE TURF & UTILITY PRODUCTS
UTILITY VEHICLES AND EQUIPMENT**

**Gator TS
Continued**

CODE	ATTACHMENT IDENTIFIER	DESCRIPTION	SUGGESTED LIST PRICE USD (\$)
		ATTACHMENTS FOR FIELD CONVERSION Continued...	
		Winch:	
BM24442		Warn® Winch (3000 Lb.) <i>Requires Front Bumper or Front Bumper/Brush Guard for Front Mount. Requires Rear Receiver Hitch for Rear Mount. Requires Rear Multi-Mount Harness (AM137110) for Rear Mount. VGA10459 (battery wiring harness) required for 6X4 vehicles (TH Gas, TH Diesel, M-Gator A1).</i>	879.54
BM21392		Winch Accessories Kit <i>Accessory kit includes 1/2" shackle, 9,000 lbs. maximum capacity snatch block, (2) 1"x8' tree trunk protectors, and (1) pair of WARN winching gloves.</i>	132.69

City of Port Orange Requisition

Date 1/6/2015

Purchase Order # _____

Vendor	Deere & Company
	2000 John Deere Run
	Cary, NC. 27513

Ship To City of Port Orange

Public Works Dept.

Contact: Randy Smith-So. Daytona Tractor

Phone: 386-760-5067

407 Virginia Av

Fax: 386-767-9854

Requisition # _____

Email: smithrds@bellsouth.net

Vendor #: 251937

Requested by: Jeff Fontane Fund 505 Dept. 1000 Division 519

[illegible]

Justification: Cypress Head Golf Course equipment replacements

Vendor Quotes - Prices quoted must be FOB Port Orange, FL - 2,000.00 to 8,000.00 quotes must be attached.

Vendor Name	Confirmed To	Terms	Total Amount	Delivery

Funds are available in the account(s) cited to support this procurement.

Any one item with an acquisition cost of \$2,000 or more:

Finance Dept.

City Manager

I hereby certify that the Articles above specified are necessary
for use in this department and that they are to be used solely for the City.

Department Head

Purchasing Agent



JOHN DEERE



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580;
DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

South Daytona Tractor & Mwer
3000,a South Ridgewood Ave.
South Daytona, FL 321193543
386-760-5067
SDTM@BELLSOUTH.NET

Quote Summary

Prepared For:

City Of Port Orange
Jeff Fontane
407 Virginia Ave
Port Orange, FL 32127
Business: 386-506-5779
jfontane@port-orange.org

Delivering Dealer:

South Daytona Tractor & Mwer
Randy Smith
3000,a South Ridgewood Ave.
South Daytona, FL 321193543
Phone: 386-760-5067
Mobile: 386-747-9338
smithrds@bellsouth.net

Quote ID: 10531646

Created On: 04 November 2014

Last Modified On: 04 November 2014

Expiration Date: 05 December 2014

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE Gator TE Electric Utility Vehicle	\$ 11,177.00	\$ 9,612.22 X	2 =	\$ 19,224.44
Contract: Construction_Industrial_AG_L&G_760-000-10-1				
Price Effective Date: April 14, 2014				

Equipment Total **\$ 19,224.44**

* Includes Fees and Non-contract items

CHGC X2

Quote Summary

Equipment Total	\$ 19,224.44
Trade In	
SubTotal	\$ 19,224.44
Total	\$ 19,224.44
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 19,224.44

Salesperson : X _____

Accepted By : X _____

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**JOHN DEERE**

Selling Equipment



Quote Id: 10531646

Customer Name: CITY OF PORT ORANGE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580;
DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

South Daytona Tractor & Mwer
3000,a South Ridgewood Ave.
South Daytona, FL 321193543
386-760-5067
SDTM@BELLSOUTH.NET

JOHN DEERE Gator TE Electric Utility Vehicle

Contract: Construction_Industrial_AG_L&G_760-000-10-1

Price Effective Date: April 14, 2014

Suggested List *

\$ 11,177.00

Selling Price *

\$ 9,612.22

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
563JM	Gator TE Electric Utility Vehicle	2	\$ 11,099.00	14.00	\$ 1,553.86	\$ 9,545.14	\$ 19,090.28
Standard Options - Per Unit							
0202	US/Canada	2	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
1001	Cayman Turf Tires	2	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
2000	Non Adjustable Seat	2	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
3000	Deluxe Cargo Box with Paint & Reflectors	2	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
3101	Less Converter	2	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
4010	Less Power Lift	2	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
5010	Less Front Protection Package	2	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
5110	Less Rear Protection Package	2	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
6000	1.25 In. (38mm) Rear Receiver Hitch	2	\$ 78.00	14.00	\$ 10.92	\$ 67.08	\$ 134.16
Standard Options Total			\$ 78.00		\$ 10.92	\$ 67.08	\$ 134.16
Suggested Price							\$ 19,224.44
Total Selling Price			\$ 11,177.00		\$ 1,564.78	\$ 9,612.22	\$ 19,224.44

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JOHN DEERE



Quote Id: 10531646

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580;
DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

South Daytona Tractor & Mwer
3000,a South Ridgewood Ave.
South Daytona, FL 321193543
386-760-5067
SDTM@BELLSOUTH.NET

Prepared For:

City Of Port Orange

Proposal For:

Delivering Dealer:

Randy Smith

South Daytona Tractor & Mwer
3000,a South Ridgewood Ave.
South Daytona, FL 321193543

386-760-5067

SDTM@BELLSOUTH.NET

Quote Prepared By:

RANDY SMITH

386-747-9338

smithrds@bellsouth.net

Date: 04 November 2014

Offer Expires: 05 December 2014

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City of Port Orange Requisition

Date 1/6/2015

Purchase Order # _____

Vendor	Deere & Company
	2000 John Deere Run
	Cary, NC. 27513

Ship To City of Port Orange

Public Works Dept.

Contact: Steve Ciardullo-Beard Equipment
Phone: 800-848-8563

407 Virginia Av

Fax: _____
Email: sciardullo@beardequipment.com

Requisition # _____

Vendor #: 251937

Dept.	1000	Division	519
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Requested by:	Jeff Fontane	Fund	505	Dept.	1000	Division	519
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Quantity	Description	Unit of Measure	Unit Price	Total Cost	Element
1	John Deere 2653B Presision Cut Mower	ea	19,288.62	19,288.62	64-00
	Options:				
3	1207 Eight Blade 30 in. Cutting Units (3)	ea	2,428.66	7,285.98	
3	1319 3 inch heavy duty grooved disc front rollers	ea	397.02	1,191.06	
1	2009 Standard Seat	ea	329.94	329.94	
	State Contract # 760-000-10-01				
Grand Total			28,095.60		

Justification: Replaces #8254. Parks & Recreation

Vendor Quotes - Prices quoted must be FOB Port Orange, Fl - 2,000.00 to 8,000.00 quotes must be attached.

Vendor Name	Confirmed To	Terms	Total Amount	Delivery

Funds are available in the account(s) cited to support this procurement.

Any one item with an acquisition cost of \$2,000 or more:

Finance Dept.

City Manager

I hereby certify that the Articles above specified are necessary
for use in this department and that they are to be used solely for the City.

Department Head

Purchasing Agent



JOHN DEERE

Quote Id: 10577461

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580;
DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

Beard Equipment Company
2480 East I-65 Service Rd N
Mobile, AL 36617
800-848-8563
hbloch@beardequipment.com

Prepared For:

City Of Port Orange



Proposal For:

Delivering Dealer:

Steve Ciardullo

Beard Equipment Company
2480 East I-65 Service Rd N
Mobile, AL 36617

hbloch@beardequipment.com

Quote Prepared By:

Steve Ciardullo
sciardullo@beardequipment.com

Replaces 8254 4400

Date: 13 November 2014

Offer Expires: 13 December 2014

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JOHN DEERE

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580;
DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

Beard Equipment Company
2480 East I-65 Service Rd N
Mobile, AL 36617
800-848-8563
hbloch@beardequipment.com

Quote Summary

Prepared For:

City Of Port Orange
407 Virginia Ave
Port Orange, FL 32127

Delivering Dealer:

Beard Equipment Company
Steve Ciardullo
2480 East I-65 Service Rd N
Mobile, AL 36617
Phone: 800-848-8563
sciardullo@beardequipment.com

Quote ID: 10577461

Created On: 13 November 2014

Last Modified On: 13 November 2014

Expiration Date: 13 December 2014

Equipment Summary

JOHN DEERE 2653B PrecisionCut
Trim and Surrounds Mower

Contract: Construction_Industrial_AG_L&G_760-000-10-1

Price Effective Date: August 4, 2014

Selling Price	Qty	Extended
\$ 28,095.60 X	1 =	\$ 28,095.60

Equipment Total

\$ 28,095.60

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 28,095.60
Trade In	
SubTotal	\$ 28,095.60
Total	\$ 28,095.60
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 28,095.60

Salesperson : X _____

Accepted By : X _____

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**JOHN DEERE**

Selling Equipment

Quote Id: 10577461

Customer Name: CITY OF PORT ORANGE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580;
DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Beard Equipment Company
2480 East I-65 Service Rd N
Mobile, AL 36617
800-848-8563
hbloch@beardequipment.com

JOHN DEERE 2653B PrecisionCut Trim and Surrounds Mower

Hours:

Stock Number:

Contract: Construction_Industrial_AG_L&G_760-000-10-1

Selling Price *

Price Effective Date: August 4, 2014

\$ 28,095.60

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
1224TC	2653B PrecisionCut Trim and Surrounds Mower	1	\$ 24,729.00	22.00	\$ 5,440.38	\$ 19,288.62	\$ 19,288.62
Standard Options - Per Unit							
001A	US/Canada	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
0443	All Other Countries	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
1207	(3) QA7 Eight Blade 30 In. Cutting Units	1	\$ 9,341.00	22.00	\$ 2,055.02	\$ 7,285.98	\$ 7,285.98
1319	(3) 3 In. (7.6 cm) Diameter Heavy Duty Machined Grooved Disc Front Rollers	1	\$ 1,527.00	22.00	\$ 335.94	\$ 1,191.06	\$ 1,191.06
1402	(3) Cutting Unit ONLY Counter Weight Kit	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
2009	Standard Seat	1	\$ 423.00	22.00	\$ 93.06	\$ 329.94	\$ 329.94
Standard Options Total			\$ 11,291.00		\$ 2,484.02	\$ 8,806.98	\$ 8,806.98
Suggested Price							\$ 28,095.60
Total Selling Price			\$ 36,020.00		\$ 7,924.40	\$ 28,095.60	\$ 28,095.60

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FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

state purchasing

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**STATE TERM CONTRACT NUMBER 760-000-10-1
CONSTRUCTION, INDUSTRIAL, AGRICULTURAL & LAWN EQUIPMENT**

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT, effective as of July 25, 2014 or the last date signed below (This "Agreement"), is by and between the State of Florida, Department of Management Services (the "Department"), and Magic Circle Corporation d/b/a Dixie Chopper (Assignor) and authorizes the assignment to Jacobsen Professional Lawn Care, Inc. d/b/a Dixie Chopper, (Assignee), of all obligations under the State Term Contract No. 760-000-10-1 (Contract).

WHEREAS, the Department awarded the Contract to Assignor for the provision of Construction, Industrial and Agricultural Equipment; and,

WHEREAS, Jacobsen Professional Lawn Care, Inc., purchased the assets of Assignor in February 2014; and

WHEREAS, Assignor wishes to assign all of its rights, duties and obligations under the Contract to Assignee; and,

WHEREAS, paragraph 4.29 of the Contract requires the prior written consent of the Department to assign the Contract; and

WHEREAS, the Department consents to the assignment of the Contract to the Assignee :

NOW THEREFORE, for the mutual covenants contained herein, the Parties hereto agree as follows:

1. Assignor and Assignee agree that the Assignor shall assign all its right, title, and interest and delegate all its obligations, responsibilities and duties in the Contract to Assignee.
2. The Department consents to the assignment.
3. Assignor agrees to defend and indemnify the Department from any and all claims, actions, judgments, liabilities, proceedings and costs, including reasonable attorneys' fees and other costs of defense and damages, resulting from Assignor's performance prior to the assignment of the contract and resulting from Assignee's performance after the assignment of the Contract, provided however, that after the assignment of the Contract the Department shall first look to Assignee to satisfy all claims, actions, judgments, liabilities, proceedings and costs, including reasonable attorneys' fees and other costs of defense and damages resulting from Assignee's performance.
4. The Parties agree that this Assignment establishes a new contractual relationship between the Department and Assignee.
5. Assignee agrees to indemnify the Department from any and all claims, actions, judgments, liabilities, proceedings and costs, including reasonable attorneys' fees and other costs of defense and damages, resulting from Assignee's performance after the assignment of the Contract.



FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

state purchasing

We serve those who serve Florida

**STATE TERM CONTRACT NUMBER 760-000-10-1
CONSTRUCTION, INDUSTRIAL, AGRICULTURAL & LAWN EQUIPMENT**

ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT made this 15 day of July 2014, by and between Golf Ventures Inc. hereinafter "Assignor", having its principal office at P.O. Box 5501 Lakeland, Florida and Jacobsen, a Division of Textron, hereinafter "Assignee", having its principal office at 11108 Quality Drive Charlotte, NC, and the State of Florida Department of Management Services hereinafter "Department" having its principal office at 4050 Esplanade Way, Tallahassee, Florida 32399. The Parties agree as follows:

WHEREAS, Assignor entered into a state term contract with the Department on April 27, 2010, identified as Construction, Industrial, Agricultural & Lawn Equipment hereinafter "Contract";

WHEREAS, Assignor wishes to assign all of its rights, duties and obligations under the Contract to Assignee; and

WHEREAS, Paragraph 4.29 of the Contract requires the prior written consent of the Department to assign this Contract;

NOW THEREFORE, for the mutual covenants contained herein, the parties hereto agree as follows:

1. Assignor and Assignee agree to the Assignment of the Contract.
2. Assignee accepts the assignment of all of Assignor's obligations, responsibilities and duties under the Contract and all of Assignor's right, title and interest to the Contract.
3. The Parties agree that this Assignment of the Contract establishes a new contractual relationship between the Department and the Assignee.
4. The Department consents to this assignment of Contract.
5. Assignor agrees to defend and indemnify the Department from any and all claims, actions, judgments, liabilities, proceedings and costs, including reasonable attorneys' fees and other costs of defense and damages, resulting from Assignor's performance prior to the assignment of the contract and resulting from Assignee's performance after the assignment of the Contract, provided however, that after the assignment of the Contract the Department shall first look to Assignee to satisfy all claims, actions, judgments, liabilities, proceedings and costs, including reasonable attorneys' fees and other costs of defense and damages resulting from Assignee's performance.
6. Assignee agrees to indemnify the Department from any and all claims, actions, judgments, liabilities, proceedings and costs, including reasonable attorneys' fees and other costs of defense and damages, resulting from Assignee's performance after the assignment of the Contract.

AMENDMENT NO. 3
Renewal No. 2
To State Term Contract 760-000-10-1
Construction, Industrial, Agricultural and Lawn Equipment

This Amendment No. 3 (Amendment) is effective December 31, 2013, or the last date signed by both parties, to the Construction, Industrial, Agricultural and Lawn Equipment Contract, No. 760-000-10-1, effective between the State of Florida, Department of Management Services (Department) and (Contractor). The Department and Contractor are collectively referred to herein as the "Parties." All capitalized terms used herein shall have the meaning assigned to them in the Agreement, unless otherwise defined herein.

WHEREAS the Contract was originally entered on April 27, 2010 with the Contractor for the provision of Construction, Industrial, Agricultural and /or Lawn Equipment, and is scheduled to expire on December 31, 2013; and

WHEREAS upon mutual agreement, the Customer and the Contractor agree to amend the Contract, in accordance with section 4.26, Renewal; and

THEREFORE, in consideration of the mutual promises contained below, and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1.0 Contract Amendment. Pursuant to section 4.26, Renewal, the current State Term Contract No. 760-000-10-1, is renewed for 18 months and will expire June 30, 2015.

2.0 Effect. Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect.

3.0 Conflict. To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall supersede.

4.0 Warrant of Authority. Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

5.0 Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of the successors and permitted assignors of the parties hereto.

6.0 Entire Agreement. Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

State of Florida, Department of Management Services: (Contractor)

By: _____

Name: Kelley J. Scott

Title: Director of State Purchasing and Chief Procurement Officer

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

AMENDMENT NO. 2
To State Term Contract 760-000-10-1
Construction, Industrial, Agricultural, and Lawn Equipment

This Amendment No. 2 ("Amendment"), effective as of July 1, 2012, to the Construction, Industrial, Agricultural, and Lawn Equipment, State Term Contract No. 760-000-10-1 ("Contract") effective as of April 28, 2010, between the State of Florida, Department of Management Services ("Department" or "Customer") and Contractor. Department and Contractor are collectively referred to herein as the "Parties." All capitalized terms used herein shall have the meaning assigned to them in the Contract, unless otherwise defined herein.

WHEREAS the Department awarded the above referenced Contract to Contractor for the provisions of Construction, Industrial, Agricultural, and Lawn Equipment; and

WHEREAS the Parties have agreed to all terms and condition of an executed Amendment No 1; and

THEREFORE, in consideration of the mutual promises contained below, and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1.0 Contract Amendment. Pursuant to sections 4.26 and 5.2 of the State Term Contract, the State Term Contract No. 760-000-10-1 is renewed for a period of eighteen months at the same terms and conditions, with a new contract expiration date of December 31, 2013.

2.0 Effect. Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect.

3.0 Conflict. To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.

4.0 Warrant of Authority. Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

State of Florida,
Department of Management Services:

By: _____
Name: Kelly Loll, C.P.M.
Title: Chief Procurement Officer &
Director of State Purchasing
Date: _____

Approved as to form and legality

By: _____
Office of the General Counsel
Florida Department of Management Services

Contractor:

By: _____
Name: _____
Title: _____
Date: _____

AMENDMENT NO. 1
To State Term Contract 760-000-10-1
Construction, Industrial, Agricultural and Lawn Equipment

This Amendment No. 1 ("Amendment"), is effective June 01, 2012, or the last date signed by both parties, to the Construction, Industrial, Agricultural and Lawn Equipment Contract No. 760-000-10-1, effective between the State of Florida, Department of Management Services ("Department" or "Customer") and Contractor. Department and Contractor are collectively referred to herein as the "Parties." All capitalized terms used herein shall have the meaning assigned to them in the Agreement, unless otherwise defined herein.

WHEREAS the Contract was originally entered on April 28, 2010 with Contractor for the provision of Construction, Industrial, Agricultural and Lawn Equipment, and is scheduled to expire on June 30, 2012; and

WHEREAS upon mutual agreement, the Customer and the Contractor agree to amend the Contract, in accordance with section **4.42 Modification of Terms**; and

THEREFORE, in consideration of the mutual promises contained below, and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1.0 MSRP List and Price Adjustment. Section 5.8, of Contract No. 760-000-10-1, is superseded and entirely replaced with the following:

5.8 MSRP List and Price Adjustment. The per Commodity Group and Manufacturer / Brand Name Department authorized MSRP List will be contained or referenced in Section 7.1, Price Sheet & Ordering Instructions. The Department authorized MSRP List shall be based on the Section 7.1, Price Sheet & Ordering Instructions, Commodity Group and Manufacturer / Brand Name, and in accordance with the Contract requirements, specifications, terms, and conditions.

The Contract's initial MSRP List shall be based on the Section 7.1, Price Sheet & Ordering Instructions, Commodity Group and Manufacturer / Brand Name MSRP List awarded under the Contract's solicitation. The Department authorized per Commodity Group and Manufacturer / Brand Name MSRP List for use under the Contract may be updated from time-to-time as specified herein; however, the per Commodity Group and Manufacturer / Brand Name Base Equipment MSRP Discount; OEM Options, Accessories, & Implements MSRP Discount; and OEM Parts MSRP Discount shall not decrease for the length of the Contract, during both the original and any renewal term(s) of the Contract. At any time during the Contract, during both the original and any renewal term(s) of the Contract, the Contractor may request an increase of the per Commodity Group and Manufacturer / Brand Name Base Equipment MSRP Discount; OEM Options, Accessories, & Implements MSRP Discount; and OEM Parts MSRP Discount. The Department may, in its sole discretion, accept or deny any requested per Commodity Group and Manufacturer / Brand Name Base Equipment MSRP Discount; OEM Options, Accessories, & Implements MSRP Discount; and OEM Parts MSRP Discount increases. If a per Commodity Group and Manufacturer / Brand Name Base Equipment MSRP Discount; OEM Options, Accessories, & Implements MSRP Discount; and OEM Parts MSRP Discount increase request is approved by the Department, it shall not become effective for new orders placed by Eligible Users until the Department approved effective date and posting by the Department. Any Department approved updates to the MSRP List, if Department approved, shall be based on the Section 7.1, Price Sheet & Ordering Instructions, Commodity Group and Manufacturer / Brand Name, and in accordance with the Contract requirements, specifications, terms, and conditions.

During the Contract Period of Agreement, Section 5.2, including any renewal term(s), after the first twelve (12) months following the start of the Contract term, and no more often than one (1) time per calendar year, the Contractor may request to use an updated per Commodity Group and Manufacturer / Brand Name MSRP List for use under the Contract. The Contractor shall advise the Department of a request for a per Commodity Group and Manufacturer / Brand Name MSRP List update in writing (email is acceptable) and received by the Contract Manager no later than sixty (60) days prior to the requested effective date of the proposed update. However, the

Department will not consider a per Commodity Group and Manufacturer / Brand Name MSRP List update request received by the Contract Manager within one hundred fifty (150) days of Contract termination, including any renewal term(s). The Contractor fully agrees that any per Commodity Group and Manufacturer / Brand Name MSRP List update request must:

- include a detailed request letter identifying the requested per Commodity Group and Manufacturer / Brand Name MSRP List information to be used in the Section 7.1, Price Sheet & Ordering Instructions, per Commodity Group and Manufacturer / Brand Name [Include MSRP List Name, MSRP List Date, and MSRP List Pages / Sections] field;
- be from the most current per Commodity Group and Manufacturer / Brand Name MSRP List publicly listed and verifiable at the time of the requested MSRP List update;
- include the applicable requested per Commodity Group and Manufacturer / Brand Name MSRP List in accordance with Section 3.9.5, Supporting Documents, MSRP List;
- be in accordance with the requirements, specifications, terms, and conditions of the Contract.

The Department may, in its sole discretion, accept or deny any requested per Commodity Group and Manufacturer / Brand Name MSRP List update. If a per Commodity Group and Manufacturer / Brand Name MSRP List update request is approved by the Department, it shall not become effective for new orders placed by Eligible Users until the Department approved effective date and posting by the Department.

2.0 Reporting Requirements. Section 5.17, of Contract No. 760-000-10-1, is superseded and entirely replaced with the following:

5.17 Sales Summary and Transaction Fee Reports.

Each Contractor shall submit a sales report on a Quarterly basis. Reporting periods coincide with the State Fiscal Year:

- Quarter 1- (July-September)
- Quarter 2 - (October-December)
- Quarter 3 - (January-March)
- Quarter 4 - (April-June)

Each Quarterly Sales Report must be in Excel format and shall include:

- Contractor's Name and contact information as required on the Department of Management Services "Contract Quarterly Report"
- Detail of time period covered by included data
- Total sales including detail of list price and contract price
- Transaction detail shall include the following:
-

Part Number/SKU	Your product part number if applicable	
Item / Service Name	Given name of Item or Service	
MFG	Manufacturer, Publisher, Service Provider	
Item Category	Description of the product category, according to attached	table
Item Subcategory	Additional grouping for item	
Product Description	Additional detail for item	
Customer Name	State Agencies, Universities, Political Subdivisions, Other Eligible	Users
NIGP Code	National Institute of Government Procurement code	
Florida Commodity Code	Florida Commodity Code	
UOM	Unit of Measure	
UOM Description	Description of unit of measure (see example)	
Volume Qty	Number of items/services purchased/provided	
Order Date	Order date	
Date Delivered	Delivered date to customer	
Purchase Type	Purchase Order, Payment Card, Other	
List Price	List price (Market + fee contracts use market price)	
Contract Price	Contracted price with state per contract terms	
Additional Fields	Any new information related to your company's	products/services

Failure to provide quarterly and annual sales reports, including no sales, within thirty (30) calendar days following the end of each quarter (January, April, July and October) and/or contract year may result in the contract supplier being found in default and cancellation of the contract by the Department. Upon request, the Contractor shall report to the Department, spend with certified and other minority business enterprises. Reports must include the period covered, the name, minority code and Federal Employer Identification Number of each minority vendor utilized during the period, commodities and services provided by the minority business enterprise, and the amount paid to each minority vendor on behalf of each purchasing agency ordering under the terms of this contract. Initiation and submission of the Contract Sales Summaries are to be the responsibility of the Contractor without prompting or notification by the Contract Manager. The Contractor will submit the completed Contract Sales Summary forms by email to the Contract Manager.

Additionally, each Contractor is required to submit monthly Transaction Fee Reports in electronic format. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and Vendor training presentations available online at the Transaction Fee Reporting and Vendor Training subsections under Vendors on the MyFloridaMarketPlace website (located at <http://dms.myflorida.com/mfmp>). Assistance is also available with the Transaction Fee Reporting System from the MyFloridaMarketPlace Customer Service Desk at feeprocessing@myfloridamarketplace.com or 866-FLA-EPRO (866-352-3776) between the hours of 8:00 AM to 5:30 PM Eastern Time.

3.0 Employment Verification. Pursuant to State of Florida Executive Orders Nos.: 11-02 and 11-116, Contractor is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Contractor during the contract term. Also, Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify employment of all new employees hired by the subcontractor during the contract term.

4.0 Scrutinized Company List. In executing this contract, Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. Pursuant to section 287.135(5), F.S., Contractor agrees the Department may immediately terminate this contract for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the contract.

5.0 Preferred Pricing. The Contractor agrees to submit to the Department, at least annually, an affidavit from an authorized representative attesting that the Contractor is in compliance with the preferred pricing provision in Section 4(b) of form PUR 1000.

6.0 Warrant of Authority. Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

7.0 Effect. Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect.

State of Florida,
Department of Management Services:

By: _____

Name: Kelly Loll, C.P.M.

**Chief Procurement Officer &
Title: Director of State Purchasing**

Date: _____

Contractor:

By: _____

Name: _____

Title: _____

Date: _____

Approved as to form and legality

By: _____

Office of the General Counsel

Date

Department of Management Services

CERTIFICATION OF CONTRACT

TITLE: Construction, Industrial, Agricultural, and Lawn Equipment

CONTRACT NO.: 760-000-10-1

ITB NO.: 03-760-000-S

EFFECTIVE: April 28, 2010 through June 30, 2012

1ST RENEWAL: July 1, 2012 through December 31, 2013

2nd RENEWAL: January 1, 2014 through June 30, 2015

CONTRACTOR(S): *revised 7/25/2014

ADM Ventures, Inc. dba Mackinnon Equipment and Services (A)

Alamo Industrial d/b/a Alamo Sales Corp. (A)

American SportWorks LLC (A)

Ariens Company – Gravely (A)

Bobcat Company (A)

CNH America LLC (A)

Excel Industries Inc. d/b/a Hustler Turf Equipment (A)

Florida Outdoor Equipment, Inc. (R)

Golf Ventures (A)

G S Equipment, Inc. (A)

Gulf Coast Turf and Tractor LLC d/b/a Gulf Coast Tractor and Equipment (A)

John Deere Company – A Division of Deere & Company (C&CE Division) (A)

Kelly Tractor Co. (A)

Live Oak Lawn Supply, Inc. (R)

*Jacobsen Professional Lawn Care, Inc. d/b/a Dixie Chopper (A)

*Jacobsen, a Division of Textron (A)

Nortrax Equipment Company SE LP (A)

Ring Power Corporation (A)

Sarlo Power Mowers, Inc. (A)

Stihl Southeast, Inc. (A)

Trekker Tractor, LLC (A)

Triple D Equipment, Inc. (A)

Wesco Turf, Inc. (A)

A. AUTHORITY – Upon affirmative action taken by the State of Florida, Department of Management Services, a Contract has been executed between the State of Florida and the designated Contractors.

B. EFFECT – This Contract was entered into to provide economies in the purchase of Construction, Industrial, Agricultural, & Lawn Equipment by all State of Florida agencies and institutions. Therefore, in compliance with Section 287.042, Florida Statutes, all purchases of these commodities shall be made under the prices, terms and conditions of this Contract and with the Contractors specified.

C. ORDERING INSTRUCTIONS – All purchase orders shall be issued in accordance with the attached ordering instructions. Purchaser shall order at the prices indicated, exclusive of all Federal, State, and local taxes.

All Contract purchase orders shall show the State Purchasing Contract number, product number, quantity, description of item, with unit prices extended and purchase order totaled. (This requirement may be waived when purchase is made by a blanket purchase order.)

D. CONTRACTOR PERFORMANCE – Agencies shall report any vendor failure to perform according to the requirements of this Contract on Complaint to Vendor, form PUR7017. Should the vendor fail to correct the problem within a prescribed period of time, then form PUR7029, Request for Assistance, is to be filed with this office.

E. SPECIAL AND GENERAL CONDITIONS – Special and general conditions are enclosed for your information. Any restrictions accepted from the supplier are noted on the ordering instructions.

Authorized Signature (Date)

DSP/cd

CERTIFICATION OF CONTRACT

TITLE: Construction, Industrial, Agricultural, & Lawn Equipment

CONTRACT NO.: 760-000-10-1

ITB NO.: 03-760-000-S

EFFECTIVE: April 28, 2010 through June 30, 2012

1ST RENEWAL: July 1, 2012 through December 31, 2013

CONTRACTOR(S) (REV 01 July 2012):

ADM Ventures, Inc. dba Mackinnon Equipment and Services (A)
Alamo Industrial dba Alamo Sales Corp. (A)
American SportWorks LLC (A)
Ariens Company – Gravely (A)
Bobcat Company (A)
CNH America LLC (A)
Excel Industries Inc. dba Hustler Turf Equipment (A)
Florida Outdoor Equipment, Inc. (R)
Golf Ventures (A)
Gradall Industries, Inc. (A)
G S Equipment, Inc. (A)
Gulf Coast Turf and Tractor LLC dba Gulf Coast Tractor and Equipment (A)
John Deere Company – A Division of Deere & Company (C&CE Division) (A)
John Deere Construction Retail Sales (A)
Kelly Tractor Co. (A)
Live Oak Lawn Supply, Inc. (R)
Magic Circle Corporation dba Dixie Chopper (A)
Nortrax Equipment Company SE LP (A)
Ring Power Corporation (A)
Robinson Outdoors, Inc (A)
Sarlo Power Mowers, Inc. (A)
Stihl Southeast, Inc. (A)
Trekker Tractor, LLC (A)
Triple D Equipment, Inc. (A)
Wesco Turf, Inc. (A)

-
- A. AUTHORITY – Upon affirmative action taken by the State of Florida Department of Management Services, a Contract has been renewed between the State of Florida and the designated Contractors.
- B. EFFECT – This Contract was entered into to provide economies in the purchase of Construction, Industrial, Agricultural, & Lawn Equipment by all State of Florida agencies and institutions. Therefore, in compliance with Section 287.042, Florida Statutes, all purchases of these commodities shall be made under the prices, discounts, requirements, specifications, terms, and conditions of this Contract and with the Contractor(s) specified.
- C. CONTRACTOR PERFORMANCE – Agencies shall report any Contractor failure to perform according to the requirements of this Contract on Complaint to Vendor, form PUR7017. Should the Contractor fail to correct the problem within a prescribed period of time, then form PUR7029, Request for Assistance, is to be filed with this office.

Authorized Signature

(date)



Division of State Purchasing
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Tel: 850.488.8440
Fax: 850.414-6122
www.dms.MyFlorida.com

Governor Charlie Crist

Secretary Linda H. South

CONTRACT MANAGER

NAME: CHRISTOPHER WALKER

TELEPHONE: 850-488-7540

E-MAIL: christopher.walker@dms.myflorida.com

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SECTION 1.0
INTRODUCTION

CONTENTS:

- 1.1 PURPOSE AND SCOPE**
- 1.2 TIMELINE**

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1.1 Purpose and Scope

The State of Florida ("State"), Department of Management Services ("Department"), invites interested Vendors, including Construction, Industrial, Agricultural, & Lawn Equipment Manufacturers and Dealers, to submit Responses in accordance with these solicitation documents. The purpose of the solicitation is to establish a State Term Contract for the acquisition of Construction, Industrial, Agricultural, & Lawn Equipment with potential options for renewals as allowed by Chapter 287, Florida Statutes.

The intent of the solicitation is to obtain the most cost effective Construction, Industrial, Agricultural, & Lawn Equipment for the State of Florida while maximizing availability, quality, and level of service. Qualified Vendors must have the capability to provide Construction, Industrial, Agricultural, & Lawn Equipment in all respects in accordance with the solicitation documents and to the satisfaction of the Department.

The State Term Contract period, if awarded, is anticipated to begin on the Contract Formation date, per Section 2.17, and to end June 30, 2012, with potential options to renew per Chapter 287, Florida Statutes.

1.2 Timeline

Event	Event Date
Issue Solicitation within MyFloridaMarketPlace Sourcing Tool (Provide Notice within Vendor Bid System).	January 27, 2010
Requests for Approved Equivalents Due via Mail (No later than 2:00 pm ET). Note: See Section 3.8, Manufacturer / Brand Names and Approved Equivalents	February 03, 2010
Questions from Vendors Due via Q&A Board within MyFloridaMarketPlace Sourcing Tool (No later than 2:00 pm ET).	February 03, 2010
Post Responses to Vendor Requests for Approved Equivalents and Questions within MyFloridaMarketPlace Sourcing Tool and Vendor Bid System.	February 10, 2010
Solicitation Responses Due within MyFloridaMarketPlace Sourcing Tool (Some Required Documents via Mail) (No later than 2:00 pm ET).	February 18, 2010
Post Notice of Intended Award within Vendor Bid System (Per Section 2.13, Electronic Posting of Notice of Intended Award).	March 23, 2010
Contract Award.	Per Section 2.17, Contract Formation

DO NOT RELY ON THE MYFLORIDAMARKETPLACE SOURCING TOOL'S TIME REMAINING CLOCK. THE OFFICIAL SOLICITATION CLOSING TIME SHALL BE AS REFLECTED IN SECTION 1.2, TIMELINE. The response deadline(s) shall be as reflected in Section 1.2, Timeline, of this solicitation. The MyFloridaMarketPlace Sourcing Tool's time remaining clock is not the official submission date and time deadline, it is intended only to approximate the solicitation closing and may require periodic adjustments.

It is strongly recommended to submit your Response as early as possible. You should allow time to receive any requested assistance and to receive verification of your submittal; waiting until the last hours of the solicitation could impact the timely submittal of your Response.

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SECTION 2.0
GENERAL INSTRUCTIONS TO RESPONDENTS [PUR1001 (10/06)]

CONTENTS:

- 2.1 DEFINITIONS.**
- 2.2 GENERAL INSTRUCTIONS.**
- 2.3 ELECTRONIC SUBMISSION OF RESPONSES.**
- 2.4 TERMS AND CONDITIONS.**
- 2.5 QUESTIONS.**
- 2.6 CONFLICT OF INTEREST.**
- 2.7 CONVICTED VENDORS.**
- 2.8 DISCRIMINATORY VENDORS.**
- 2.9 RESPONDENT'S REPRESENTATION AND AUTHORIZATION.**
- 2.10 MANUFACTURER'S NAME AND APPROVED EQUIVALENTS.**
- 2.11 PERFORMANCE QUALIFICATIONS.**
- 2.12 PUBLIC OPENING.**
- 2.13 ELECTRONIC POSTING OF NOTICE OF INTENDED AWARD.**
- 2.14 FIRM RESPONSE.**
- 2.15 CLARIFICATIONS/REVISIONS.**
- 2.16 MINOR IRREGULARITIES/RIGHT TO REJECT.**
- 2.17 CONTRACT FORMATION.**
- 2.18 CONTRACT OVERLAP.**
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- 2.20 PROTESTS.**
- 2.21 LIMITATION ON VENDOR CONTACT WITH AGENCY DURING SOLICITATION PERIOD.**

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2.1 Definitions. The definitions found in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

- (a) "Buyer" means the entity that has released the solicitation. The "Buyer" may also be the "Customer" as defined in the PUR 1000 if that entity meets the definition of both terms.
- (b) "Procurement Officer" means the Buyer's contracting personnel, as identified in the Introductory Materials.
- (c) "Respondent" means the entity that submits materials to the Buyer in accordance with these Instructions.
- (d) "Response" means the material submitted by the respondent in answering the solicitation.
- (e) "Timeline" means the list of critical dates and actions included in the Introductory Materials.

2.2 General Instructions. Potential respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare responses accordingly.

2.3 Electronic Submission of Responses. Respondents are required to submit responses electronically. For this purpose, all references herein to signatures, signing requirements, or other required acknowledgments hereby include electronic signature by means of clicking the "Submit Response" button (or other similar symbol or process) attached to or logically associated with the response created by the respondent within MyFloridaMarketPlace. The respondent agrees that the action of electronically submitting its response constitutes:

- an electronic signature on the response, generally,
- an electronic signature on any form or section specifically calling for a signature, and
- an affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.

2.4 Terms and Conditions. All responses are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:

- Technical Specifications,
- Special Conditions and Instructions,
- Instructions to Respondents (PUR 1001),
- General Conditions (PUR 1000), and
- Introductory Materials.

The Buyer objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response.

2.5 Questions. Respondents shall address all questions regarding this solicitation to the Procurement Officer. Questions must be submitted via the Q&A Board within MyFloridaMarketPlace and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline. Questions shall be answered in accordance with the Timeline. All questions submitted shall be published and answered in a manner that all respondents will be able to view. Respondents shall not contact any other employee of the Buyer or the State for information with respect to this solicitation. Each respondent is responsible for monitoring the MyFloridaMarketPlace site for new or changing information. The Buyer shall not be bound by any verbal information or by any written information that is not contained within the solicitation documents or formally noticed and issued by the Buyer's contracting personnel. Questions to the Procurement Officer or to any Buyer personnel shall not constitute formal protest of the specifications or of the solicitation, a process addressed in paragraph 19 of these Instructions.

2.6 Conflict of Interest. This solicitation is subject to chapter 112 of the Florida Statutes. Respondents shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of the State. Respondents shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent or its affiliates.

2.7 Convicted Vendors. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:

- submitting a bid on a contract to provide any goods or services to a public entity;
- submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submitting bids on leases of real property to a public entity;
- being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
- transacting business with any public entity in excess of the Category Two threshold amount (\$25,000) provided in section 287.017 of the Florida Statutes.

2.8 Discriminatory Vendors. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:

- submit a bid on a contract to provide any goods or services to a public entity;
- submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submit bids on leases of real property to a public entity;
- be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or
- transact business with any public entity.

2.9 Respondent's Representation and Authorization. In submitting a response, each respondent understands, represents, and acknowledges the following (if the respondent cannot so certify to any of following, the respondent shall submit with its response a written explanation of why it cannot do so).

- The respondent is not currently under suspension or debarment by the State or any other governmental authority.
- To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.
- The respondent has fully informed the Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
- Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
 - Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or

commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or

- Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
- The product offered by the respondent will conform to the specifications without exception.
- The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
- The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
- The respondent shall indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.
- All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Buyer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Buyer of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

2.10 Manufacturer's Name and Approved Equivalents. Unless otherwise specified, any manufacturers' names, trade names, brand names, information or catalog numbers listed in a specification are descriptive, not restrictive. With the Buyer's prior approval, the Contractor may provide any product that meets or exceeds the applicable specifications. The Contractor shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. The Buyer shall determine in its sole discretion whether a product is acceptable as an equivalent.

2.11 Performance Qualifications. The Buyer reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by Respondent meet the Contract requirements. Respondent shall at all times during the Contract term remain responsive and responsible. In determining Respondent's responsibility as a vendor, the agency shall consider all information or evidence which is gathered or comes to the attention of the agency which demonstrates the Respondent's capability to fully satisfy the requirements of the solicitation and the contract.

Respondent must be prepared, if requested by the Buyer, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the respondent for the production, distribution, and servicing of the product bid. If the Buyer determines that the conditions of the solicitation documents are not complied with, or that the product proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Buyer may reject the response or terminate the Contract. Respondent may be disqualified from receiving awards if respondent, or anyone in respondent's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon the Buyer to make an investigation either before or after award of the Contract, but should the Buyer elect to do so, respondent is not relieved from fulfilling all Contract requirements.

2.12 Public Opening. Responses shall be opened on the date and at the location indicated on the Timeline. Respondents may, but are not required to, attend. The Buyer may choose not to announce prices or release other materials pursuant to s. 119.071(1)(b), Florida Statutes. Any person requiring a special accommodation because of a disability should contact the Procurement Officer at least five (5) workdays prior to the solicitation opening. If you are hearing or speech impaired, please contact the Buyer by using the Florida Relay Service at (800) 955-8771 (TDD).

2.13 Electronic Posting of Notice of Intended Award. Based on the evaluation, on the date indicated on the Timeline the Buyer shall electronically post a notice of intended award at

http://fcf.state.fl.us/owa_vbs/owa/vbs_main_menu. If the notice of award is delayed, in lieu of posting the notice of intended award the Buyer shall post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Buyer a notice of protest within 72 hours after the electronic posting. The Buyer shall not provide tabulations or notices of award by telephone.

2.14 Firm Response. The Buyer may make an award within sixty (60) days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If award is not made within sixty (60) days, the response shall remain firm until either the Buyer awards the Contract or the Buyer receives from the respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the Buyer's sole discretion, be accepted or rejected.

2.15 Clarifications/Revisions. Before award, the Buyer reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all respondents deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.

2.16 Minor Irregularities/Right to Reject. The Buyer reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Buyer determines that doing so will serve the State's best interests. The Buyer may reject any response not submitted in the manner specified by the solicitation documents.

2.17 Contract Formation. The Buyer shall issue a notice of award, if any, to successful respondent(s), however, no contract shall be formed between respondent and the Buyer until the Buyer signs the Contract. The Buyer shall not be liable for any costs incurred by a respondent in preparing or producing its response or for any work performed before the Contract is effective.

2.18 Contract Overlap. Respondents shall identify any products covered by this solicitation that they are currently authorized to furnish under any state term contract. By entering into the Contract, a Contractor authorizes the Buyer to eliminate duplication between agreements in the manner the Buyer deems to be in its best interest.

2.19 Public Records. Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad definition of public record. As such, all responses to a competitive solicitation are public records unless exempt by law. Any respondent claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption.

2.20 Protests. Any protest concerning this solicitation shall be made in accordance with sections 120.57(3) and 287.042(2) of the Florida Statutes and chapter 28-110 of the Florida Administrative Code. Questions to the Procurement Officer shall not constitute formal notice of a protest. It is the Buyer's intent to ensure that specifications are written to obtain the best value for the State and that specifications are written to ensure competitiveness, fairness, necessity and reasonableness in the solicitation process.

Section 120.57(3)(b), F.S. and Section 28-110.003, Fla. Admin. Code require that a notice of protest of the solicitation documents shall be made within seventy-two hours after the posting of the solicitation.

Section 120.57(3)(a), F.S. requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

Section 28-110.005, Fla. Admin. Code requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

2.21 Limitation on Vendor Contact with Agency During Solicitation Period. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

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SECTION 3.0
SPECIAL INSTRUCTIONS TO RESPONDENTS

CONTENTS:

- 3.1 CONTACT PERSON**
- 3.2 TERMS AND CONDITIONS**
- 3.3 DEFINITIONS**
- 3.4 WHO MAY RESPOND**
- 3.5 MYFLORIDAMARKETPLACE SOLICITATION OVERVIEW**
- 3.6 AMENDMENTS OR ADDENDUMS TO THE SOLICITATION DOCUMENTS**
- 3.7 ESTIMATED QUANTITIES**
- 3.8 MANUFACTURER / BRAND NAMES AND APPROVED EQUIVALENTS**
- 3.9 SUBMITTAL OF RESPONSE**
- 3.10 EVALUATION CRITERIA**
- 3.11 BASIS FOR AWARD**
- 3.12 STATE OBJECTIVES**
- 3.13 LOBBYING**

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3.1 Contact Person

Refer ALL Inquiries to:

Christopher Walker, FCCM
Purchasing Analyst
Division of State Purchasing
Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, FL 32399-0950
(850)488-7540 (voice)
(850)414-6122 (facsimile)
christopher.walker@dms.myflorida.com

Please Note: All solicitation related Questions must be submitted through the MyFloridaMarketPlace Sourcing Tool Q&A Board per Section 2.5; MyFloridaMarketPlace system Questions may be answered in the MyFloridaMarketPlace Solicitation Overview, Section 3.5. Any additional technical Questions related to the MyFloridaMarketPlace system can be directed to the MyFloridaMarketPlace Customer Service Desk at 866-FLA-EPRO (866-352-3776) or vendorhelp@myfloridamarketplace.com.

3.2 Terms and Conditions

Potential Respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare Responses accordingly.

All Responses are subject to the requirements, specifications, terms, and conditions of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:

- Section 1.0, Introduction
- Section 6.0, Technical Specifications
- Section 5.0, Special Conditions
- Section 3.0, Special Instructions to Respondents
- Section 4.0, General Contract Conditions [PUR 1000 (10/06)]
- Section 2.0, General Instructions to Respondents [PUR 1001 (10/06)]
- Section 7.0, Price Sheet & Ordering Instructions and Forms

The Department objects to and shall not consider any additional terms or conditions submitted by a Respondent, including any appearing in documents attached as part of a Respondent's Response. In submitting its Response, the Respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with the solicitation requirements, specifications, terms, and conditions, including those specifying information that must be submitted with a Response, shall be grounds for rejecting a Response.

This Section, 3.2, supersedes and replaces Section 2.4, Terms and Conditions.

3.3 Definitions

The Definitions found and referenced in the General Instructions to Respondents [PUR1001 (10/06)], Section 2.1, and General Contract Conditions [PUR1000 (10/06)], Section 4.1, shall apply to this Section. The following additional terms are also defined:

- (a) "State" means the State of Florida.
- (b) "Department" means the Florida Department of Management Services.

- (c) "Procurement Officer", "Contract Manager", or "Contract Administrator" means the Buyer's contracting personnel, as identified in Section 3.1 or as amended by the Department.
- (d) "Eligible User(s)" is defined in 60A-1.005, F.A.C. The following entities are eligible users:
 - 1. All governmental agencies, as defined in Section 163.3164, F.S., which have a physical presence within the State of Florida;
 - 2. Any independent, non-profit college or university that is located within the State of Florida and is accredited by the Southern Association of Colleges and Schools.

Section 287.056 of the Florida Statutes governs agencies' use of the Contract. Others may seek Department approval under section 287.042(2)(a) as an eligible user of the Contract.

- (e) "Vendor(s)" means the entity that believes itself capable and is in the business of providing a Commodity and / or service similar to those within the solicitation, and may or may not respond to the solicitation.
- (f) "Contractor(s)" means the Respondent that has been awarded and contracts to sell Commodities and / or contractual services, which meet the requirements, specifications, terms, and conditions herein, to an Eligible User.
- (g) "OEM(s)" or "Manufacturer(s)" means the Original Equipment Manufacturer or original producer or provider of a Commodity and / or service.
- (h) "Dealer(s)" means a Manufacturer's certified representative authorized by the Manufacturer to market, sell, provide, and / or service specific Commodities and / or services of the Manufacturer in the State of Florida.
- (i) "Commodity(ies)" means a tangible good, which may or may not meet the specifications herein.
- (j) "Commodity Code(s)" means the State of Florida specified numeric code for classifying Commodities and contractual services which meet specific requirements, specifications, terms, and conditions herein.
- (k) "Approved Equivalent" means a Manufacturer / Brand Name, Commodity, or contractual service that meets or exceeds the requirements, specifications, terms, and conditions of the solicitation, and is approved by the Department as an equivalent to a Manufacturer / Brand Name, Commodity, or contractual service listed in the solicitation documents.
- (l) "Base Equipment", "Base Vehicle(s)", "Equipment", "Machine(s)", "Unit(s)", or "Vehicle(s)" unless stated otherwise, means a Department specified Commodity, which meets the requirements, specifications, terms, and conditions herein, and may include components, features, and configurations different than those provided by the Manufacturer and Dealer on the standard version of the Commodity.
- (m) "OEM Option(s)", "OEM Accessory(ies)", "OEM Implement(s)", "Option(s)", "Accessory(ies)", and "Implement(s)" means an original Manufacturer's Base Equipment related optional component, feature, or configuration, which meets the requirements, specifications, terms, and conditions herein, and may be installed to, uninstalled from, or provided with or separately from the Base Equipment by the Manufacturer or Dealer, as is specified, ordered, legal, customary, reasonable, and prudent in the industry.
- (n) "MSRP(s)" is an acronym for the Manufacturer's Suggested Retail Price. It represents the Manufacturer's pre-determined and recommended retail selling price, list price, published price, or other usual and customary price that would be paid by the purchaser for specific

Commodities and contractual services without benefit of a Contract resulting from the solicitation, if awarded.

“MSRP List(s)” is an acronym for the Manufacturer’s Suggested Retail Price List, a collection of MSRPs and related information.

In the priority listed below, only the following are acceptable sources of current MSRPs and MSRP Lists for use under the solicitation and resulting Contract, if awarded:

1. Manufacturer’s Annual U.S. Price Book, and
2. Manufacturer’s official website.

MSRPs and MSRP Lists must be formally published, publicly listed and available, and verifiable by the Department. MSRPs and MSRP Lists may not be custom or solely developed, created, maintained, altered, revised, changed, modified, or utilized for purposes of the solicitation and resulting Contract, if awarded.

3.4 Who May Respond

The Department will accept Responses from capable Construction, Industrial, Agricultural, & Lawn Equipment Manufacturers and Dealers, who are in good standing with the State of Florida, satisfying the requirements, specifications, terms, and conditions of the solicitation documents. To be eligible for award, a Respondent shall have the demonstrated capability to perform a statewide Contract in the State of Florida.

By submitting a Response, each Respondent certifies that it understands, agrees to, and satisfies all criteria specified in the solicitation documents. The Department may request, and the Respondent shall provide, supporting information and documentation. **Failure to supply supporting information and documentation as required or requested will result in disqualification of the Response.**

3.5 MyFloridaMarketPlace Solicitation Overview

The Department uses the MyFloridaMarketPlace System (“MFMP”) to receive Responses to solicitations electronically.

3.5.1 MyFloridaMarketPlace Vendor Registration Application

Vendors must have a revised, current, and complete Vendor Registration Application identified on the MyFloridaMarketPlace Vendor Registration System at: <https://vendor.myfloridamarketplace.com/>. If you have not registered or have requested a registration update, please be advised that a minimum of forty-eight (48) hours will be required for access to the MyFloridaMarketPlace Sourcing Tool. Completion of this registration is mandatory for those Vendors who wish to submit a Response.

3.5.2 MyFloridaMarketPlace Sourcing Tool Training

This solicitation will be conducted using the MyFloridaMarketPlace Sourcing Tool at: <https://sourcing.myfloridamarketplace.com/>. Optional training on how to respond to this solicitation electronically is offered at: http://marketplace.myflorida.com/vendor/vendor_solicitation_help.htm.

Download and review the document titled “ITB Event User Guide.”

- For all technical questions about the Sourcing Tool, Vendors should contact the MyFloridaMarketPlace Customer Service Desk at 866-FLA-EPRO (866-352-3776) or: vendorhelp@myfloridamarketplace.com.
- For additional information or assistance on using the Sourcing Tool, please visit the MyFloridaMarketPlace website at the following link: http://marketplace.myflorida.com/vendor/vendor_solicitation_help.htm.

This site includes:

- a. Solicitation User Guides
- b. On Demand web-based Sourcing training link
- c. WinZip FAQs
- d. Vendor FAQs

3.5.3 MyFloridaMarketPlace Sourcing Tool Tips

When working in the MyFloridaMarketPlace Sourcing Tool, be aware of the twenty (20) minute time-out function in the tool. This means that you should save your work (click the SAVE button) at intervals of less than twenty (20) minutes to ensure your entries since you last saved are not lost.

Please note that clicking the SAVE button within the MyFloridaMarketPlace Sourcing Tool only saves your solicitation Responses. **The SAVE button does not transmit your solicitation Response to the State.** In order to transmit your solicitation Response to the State, you must click the SUBMIT button on the SUMMARY page of the solicitation Response.

After clicking the SUBMIT button, it is the Respondent's responsibility to check any submitted Response within the MyFloridaMarketPlace Sourcing Tool to verify that the Response is accurately and completely captured within the MyFloridaMarketPlace Sourcing Tool. Respondents must do this while there is sufficient time remaining in the solicitation period in the event you discover an error and need to resubmit a revised Response.

To validate your Response, you should do the following before the solicitation period ends:

- Go to the "My Bids / My Responses" tab within the MyFloridaMarketPlace Sourcing Tool after you submitted your Response.
- Click on the Response ID number of your last submitted Response.
- Review entire Response to make sure all responses are complete, accurate, and as you intended to submit.
- Minimum areas to check are:
 - Text boxes – Is your entire answer viewable?
 - Yes/No questions – Is the displayed answer correct?
 - All uploaded document files – Can you open attached document(s) and clearly view entire content? Does the content of the file(s) match your intended Response within the MyFloridaMarketPlace Sourcing Tool (e.g., not an earlier version, incomplete copy, or working copy)?
 - Pricing and Other Information – Are all Prices and other information you intended to submit visible and accurately captured within MyFloridaMarketPlace Sourcing Tool?
 - Required Items - Are all items listed in the solicitation completed as required within the MyFloridaMarketPlace Sourcing Tool?

DO NOT RELY ON THE MYFLORIDAMARKETPLACE SOURCING TOOL'S TIME REMAINING CLOCK. THE OFFICIAL SOLICITATION CLOSING TIME SHALL BE AS REFLECTED IN SECTION 1.2, TIMELINE. The response deadline(s) shall be as reflected in Section 1.2, Timeline, of this solicitation. The MyFloridaMarketPlace Sourcing Tool's time remaining clock is not the official submission date and time deadline, it is intended only to approximate the solicitation closing and may require periodic adjustments.

It is strongly recommended to submit your Response as early as possible. You should allow time to receive any requested assistance and to receive verification of your submittal; waiting until the last hours of the solicitation could impact the timely submittal of your Response.

3.5.4 MyFloridaMarketPlace and Vendor Bid System Email Notification

Vendors are reminded that the sourcing tools' Email Notifications are an option provided as a courtesy. The State of Florida is not under any obligation and does not guarantee that Vendors will receive Email Notifications concerning the posting, Addendum, Amendment, or close of solicitations. **Vendors are responsible for checking the MyFloridaMarketPlace Sourcing Tool and the Vendor Bid System for information and updates concerning solicitations.**

3.6 Amendments or Addendums to the Solicitation Documents

The Department reserves the right to issue Amendments or Addendums to the solicitation. Notice of any Amendment or Addendum will be posted within the MyFloridaMarketPlace Sourcing Tool and / or the Vendor Bid System. Such notice, if required, will contain the appropriate details for identifying and reviewing the formal notices and / or changes to the solicitation. Each Vendor is responsible for monitoring the MyFloridaMarketPlace Sourcing Tool and the Vendor Bid System sites for new or changing information concerning the solicitation.

3.7 Estimated Quantities

To assist Respondents in the solicitation process, average estimated annual historical spend information is provided. Spend information is based on historic data. This figure shall not be construed as a commitment.

- **Estimated Annual Spend: \$30 Million (\$30M USD)**

The above figure reflects estimated annual spend generated by Eligible Users of past contracts for similar Commodities and or contractual services and is not a commitment.

Additional estimations of usage, quantity, volume, weight, spend, and / or other estimates may be provided by the Department in the solicitation documents. The figures provided are to assist Respondents in the solicitation process and / or to assist the Department in evaluating, measuring, and / or scoring Responses to the solicitation and shall not be construed as commitments.

3.8 Manufacturer / Brand Names and Approved Equivalents

Unless otherwise specified, any Manufacturer / Brand Names, Commodities, or contractual services listed in the solicitation documents are descriptive, not restrictive. However, Vendors must request and receive a determination by the Department of an Approved Equivalency for any Manufacturer / Brand Name, Commodity, or contractual service not specifically listed. The term, Approved Equivalent, indicates a Manufacturer / Brand Name, Commodity, or contractual service that meets or exceeds the requirements, specifications, terms, and conditions of the solicitation, and is approved by the Department as an equivalent to a Manufacturer / Brand Name, Commodity, or contractual service listed in the solicitation documents.

To request an Approved Equivalent determination by the Department, the Vendor will submit in writing (via U.S. Mail or courier service) to the Contact Person, Section 3.1, a request for approval as an Approved Equivalent by the Requests for Approved Equivalents Due Date and Time from the Timeline, Section 1.2. The Request for Approved Equivalent must contain the following:

1. the requested Manufacturer / Brand Name;
2. the applicable Commodity Group(s);
3. a brief description of how the Vendor believes the requested Manufacturer / Brand Name's Commodities and / or contractual services meet or exceed listed Manufacturer / Brand Name's Commodities and / or contractual services and the solicitation's requirements, specifications, terms, and conditions;
4. supporting documentation, which demonstrates the comparability of the requested Manufacturer / Brand Name's Commodities and / or contractual services to the other listed Manufacturer / Brand Name's Commodities and / or contractual services, including:
 - a. applicable Manufacturer's literature, documentation, specifications, test data, etc.; and

- b. any additional documentation demonstrating to the Department the comparability of the requested Manufacturer / Brand Name's Commodities and / or contractual services.
- c. Note:
 - i. All supporting documentation shall be individually labeled with the applicable Commodity Group or Section Number.
 - ii. The Department, at its sole discretion, reserves the right to consider Manufacturer's literature or information that is in the possession of the Department or readily accessible by the Department, if the literature or information supersedes the Manufacturer's literature or information submitted by the Vendor.
- 5. acceptable documentation that the requesting Vendor is an authorized Construction, Industrial, Agricultural, & Lawn Equipment Manufacturer or Dealer and capable of providing Commodities or contractual services to meet or exceed the complete requirements, specifications, terms, and conditions, and not just supply aftermarket options or third-party services;
- 6. the outer packaging of the request shall clearly state: Solicitation Number; Title, Request for Approved Equivalents (ITB No. 03-760-000-S; Construction, Industrial, Agricultural, & Lawn Equipment: Request for Approved Equivalents), and the Requests for Approved Equivalents Due Date and Time from the Timeline in Section 1.2 of the solicitation; and
- 7. multiple requests may be contained in one package, but each request must be documented and labeled independently and clearly.

Failure to provide all required information with the Request for Approved Equivalent by the date and time specified on the Timeline will result in rejection of the request.

As time is of the essence, should the Department receive Requests for Approved Equivalents that are either significant in number or in complexity, the Department in its sole discretion may prioritize the requests for evaluation purposes. The Department will make every reasonable effort to review Requests for Approved Equivalents in the time available, but not all requests may be evaluated. Requests for Approved Equivalents that are not evaluated by the Department will not be approved.

The Department shall determine in its sole discretion whether a request for an Approved Equivalent is compliant and complete, and whether the Manufacturer / Brand Name, Commodity, or contractual service requested is acceptable as an Approved Equivalent. Any determinations by the Department will be provided in the Post Responses to Vendor Requests for Approved Equivalents and Questions reply, as provided in the Timeline, Section 1.2. Approved Equivalent determinations will not be given by any other method. If the Department approves a requested Manufacturer / Brand Name, Commodity, or contractual service as an Approved Equivalent, the Department will amend the solicitation documents to list the approved Manufacturer / Brand Name, Commodity, or contractual service in the location(s) where the Department determines is the best fit.

The Respondent may offer only Manufacturer / Brand Names, Commodities, or contractual services that meet or exceed the solicitation's requirements, specifications, terms, and conditions, and which are listed as Manufacturer / Brand Names, Commodities, or contractual services. Should a Respondent submit a Response containing a Manufacturer / Brand Name, Commodity, or contractual service that does not meet or exceed the solicitation's requirements, specifications, terms, and conditions, or is not listed as a Manufacturer / Brand Name, Commodity, or contractual service in the applicable solicitation documents, the offer for the individual non-compliant or non-listed Manufacturer / Brand Name, Commodity, or contractual service will be disqualified as non-responsive.

This Section, 3.8, supersedes and replaces Section 2.10, Manufacturer's Name and Approved Equivalents.

3.9 Submittal of Response

3.9.1 Submittal of Offer

Respondents will submit their offers via the MyFloridaMarketPlace Sourcing Tool (<https://sourcing.myfloridamarketplace.com/>). The Response shall include all appropriate pricing, discounts, documents, forms, files, question responses, and information responses located within the MyFloridaMarketPlace Sourcing Tool for the solicitation. All required or requested pricing, discounts, documents, forms, files, question responses, and information responses will be entered electronically in the MyFloridaMarketPlace Sourcing Tool during this solicitation as indicated. If no indication for submission is provided for required or requested documents or files, or if instructions to mail a specific document, form, or file are provided, then those specific documents, forms, or files only shall be mailed to the attention of the Contact Person in Section 3.1 of the solicitation.

The outer packaging of mailed documents shall clearly state: Solicitation Title, Number (ITB No. 03-760-000-S; Construction, Industrial, Agricultural, & Lawn Equipment), and the Solicitation Responses Due Date and Time from the Timeline in Section 1.2 of the solicitation. **Failure to provide all required information within the solicitation Response shall result in rejection of the Response.**

In the event the Respondent submits more than one Response in the MyFloridaMarketPlace Sourcing Tool, only the last Response received by the system shall be considered for award. Previous Responses will not be visible to the State of Florida. Responses (other than document, file, or form submissions indicated by the solicitation to be mailed) not submitted within the MyFloridaMarketPlace Sourcing Tool shall be rejected. The system will require Respondents to review the Solicitation Preparation Checklist (Section 7.2) and confirm that they have completed all required activities before receiving the offer. The Solicitation Preparation Checklist does not relieve the Respondent of responsibility for ensuring that all requirements of the solicitation are included with the solicitation Response. The Solicitation Preparation Checklist does not have to be provided with the Response.

Each Respondent is responsible for ensuring that their offer is accurately and completely submitted before the Solicitation Responses Due Date and Time noted on the Timeline in Section 1.2 of the solicitation. The Department shall not consider late offers and the System will NOT accept offers after the Solicitation Responses Due Date and Time specified in the Timeline. **The Response must be accurate, complete, and submitted in the MyFloridaMarketplace Sourcing Tool, or as otherwise provided in the solicitation documents, by the date and time specified on the Timeline or the Response shall be deemed non-responsive.**

3.9.2 Price Sheet & Ordering Instructions Responses

Price Sheet & Ordering Instructions Responses will be submitted in the locations and formats provided in the Price Sheet & Ordering Instructions, Section 7.1, as described and / or referenced within this Section, 3.9.2.

The Price Sheet & Ordering Instructions, Section 7.1, is contained within a separate Microsoft Excel™ workbook. There are two (2) individual spreadsheet tabs within the Price Sheet & Ordering Instructions: one (1) Price Sheet tab (per this Section 3.9.2) and one (1) Ordering Instructions Form tab (per Sections 3.9.8, Ordering Instructions, and 5.5, Ordering Instructions Information). The Price Sheet tab contains twenty-four (24) Commodity Groups, each with individual lines (rows) for each related Manufacturer / Brand Name (listed in alphabetical order) and its associated fields: Line No.; Manufacturer / Brand Name; Organization Name; Base Equipment MSRP Discount [###.###%]; OEM Options, Accessories, & Implements MSRP Discount [###.###%]; OEM Parts MSRP Discount [###.###%]; and MSRP List [Include: MSRP List Name, MSRP List Date, and MSRP List Pages / Sections]. Information regarding the Ordering Instructions and their submission can be found in Sections 3.9.8, Ordering Instructions, and 5.5, Ordering Instructions Information.

Respondents are encouraged to respond for as many of the provided Commodity Groups and Manufacturer / Brand Names (with their associated fields) as they may choose to offer, but for each Commodity Group and Manufacturer / Brand Name offered, all related information must be supplied

and submitted in the appropriate fields, provided locations, and formats required on the Price Sheet & Ordering Instructions, Section 7.1. Unless specifically noted as optional, the Respondent must complete the following fields for each Commodity Group and Manufacturer / Brand Name offered in the Section 7.1, Price Sheet & Ordering Instructions, Price Sheet tab:

- Organization Name;
- Base Equipment MSRP Discount [##.##%];
- OEM Options, Accessories, & Implements MSRP Discount [##.##%] (Except Group No. 15);
- OEM Parts MSRP Discount [##.##%] (Optional); and
- MSRP List [Include MSRP List Name, MSRP List Date, and MSRP List Pages / Sections].

Note: See Section 3.9.5, Supporting Documents, MSRP List for additional information.

The light-yellow colored spaces (cells) on the Price Sheet & Ordering Instructions, Section 7.1, are the places where the Respondent may offer specific Base Equipment MSRP Discounts; OEM Options, Accessories, & Implements MSRP Discounts; and OEM Parts Discounts and is required to supply accurate, compliant, and complete information per the requirements, specifications, terms, and conditions herein. These light-yellow colored spaces (cells) on the Price Sheet & Ordering Instructions may contain bracketed notes providing instructions and requirements to assist the Respondent in providing the required information in the required format. Where provided, the Respondent shall follow the instructions and formats noted in any bracketed instructions for all Commodity Groups and Manufacturer / Brand Names offered.

Should a Respondent not offer a specific Commodity Group or Manufacturer / Brand Name, they shall leave the associated line (row), space(s), and field(s) untouched or blank (do not delete the line (row)); it is not required to mark a line as “No Bid”. Where a Commodity Group and Manufacturer / Brand Name is offered, the Respondent must offer the associated Base Equipment MSRP Discount and OEM Options, Accessories, & Implements MSRP Discount along with supplying the applicable MSRP List information. The Respondent is not required, but is encouraged to offer the associated OEM Parts Discount. **Offers for Base Equipment Discounts without an offer for the associated OEM Options, Accessories, & Implements MSRP Discounts will be rejected as non-responsive. Offers for OEM Options, Accessories, & Implements MSRP Discounts and / or OEM Parts MSRP Discounts without an offer for the associated Base Equipment Discounts will be rejected as non-responsive. Offers not including the applicable MSRP List information will be rejected as non-responsive.**

All Prices will be in U.S. Dollars, whole (\$USD; e.g., \$999.999); all Discounts shall be a positive Percentage to the one-hundredth decimal place (%; e.g., 99.99%); and all Dates will be in full standard numerical format (e.g., ##/##/####). The Respondent agrees and confirms that the prices (net after discount, as applicable) offered do not exceed the MSRP for the respective Commodity.

The Respondent may offer only Commodities that meet or exceed the solicitation’s requirements, specifications, terms, and conditions, and for which the Commodity Group and Manufacturer / Brand Name is listed in the Price Sheet & Ordering Instructions (Section 7.1). Should a Respondent submit a Response containing a Commodity that does not meet or exceed the solicitation’s requirements, specifications, terms, and conditions, and for which the Commodity Group and Manufacturer / Brand Name is not listed in the Price Sheet & Ordering Instructions, that offer will be disqualified as non-responsive. The Department in its sole discretion shall determine the acceptability of a Manufacturer / Brand Name and Commodity offered.

The Price Sheet & Ordering Instructions, Section 7.1, will be submitted to the Department electronically using the MyFloridaMarketPlace Sourcing Tool, per Section 3.9.1 of the solicitation. **Failure to properly submit or provide a compliant Section 7.1, Price Sheet & Ordering Instructions, with the Response shall result in the Respondent being deemed non-responsive.**

3.9.3 Alternate Responses

Respondent may not submit more than one offer for each listed Manufacturer / Brand Name per Commodity Group. The Department seeks each Respondent's single-best Response by Manufacturer / Brand Name per Commodity Group.

3.9.4 Full-Service Repair Facilities

Respondent must offer Commodities and contractual services having a minimum of one (1) Manufacturer's authorized Full-Service Repair Facility available in the State of Florida from which the Commodities offered may be installed, serviced, and repaired under Warranty and the requirements, specifications, terms, and conditions of the Contract, if awarded. Provision of a Manufacturer's authorized Full-Service Repair Facility shall be a requirement for the entire Period of Agreement, Section 5.2. Respondent shall submit with their Response an answer in the MyFloridaMarketPlace Sourcing Tool RFX Info section of the solicitation attesting to this requirement. **A positive, "Yes", answer is one requirement of a responsive Response.**

3.9.5 Supporting Documents

Respondent shall submit the following Supporting Documents with their Response, as noted:

- **MSRP List:** With the Response, Respondent shall provide one (1) applicable, current, complete, and separate MSRP List (as defined under Section 3.3(n)) for each Commodity Group and Manufacturer / Brand Name offered under Section 7.1, Price Sheet & Ordering Instructions. Therefore, multiple MSRP Lists may be required (e.g., by Commodity Group and Manufacturer / Brand Name).

The MSRP List will include the Manufacturer's Item Number, Manufacturer's Item Description, and MSRP for only and each of the Manufacturer / Brand Name and Commodity Group's applicable Base Equipment; OEM Options, Accessories, & Implements; and OEM Parts offered. The MSRP List must include the applicable Commodity Group, Manufacturer / Brand Name, MSRP List Name, and MSRP List Date on the cover or first page.

The submitted MSRP List(s) shall only be submitted and accepted as follows:

- MSRP List specific terms and conditions which conflict with the requirements, specifications, terms, and conditions of the solicitation and resulting Contract, if awarded, must be deleted, omitted, removed, concealed, or marked void;
- In Adobe Acrobat 9 or earlier (.pdf) electronic format (encoded or scanned) with logical electronic filenames, and
- On CD(s) or DVD(s) [clearly mark the exterior of each CD or DVD for its general content].
- Note: It is the Respondent's responsibility to ensure that the documents and discs are applicable, complete, and readable. Non-compliant or non-readable documents and discs will be rejected.

The Supporting Documents shall be mailed to the Department per Section 3.9.1 of the solicitation. **Failure to provide accurate and compliant Supporting Documents with the Response will result in the Respondent being deemed non-responsive.**

3.9.6 Manufacturer's Certification

Respondent shall submit one (1) completed Manufacturer's Certification form (Section 7.3), certifying that the Respondent is the Manufacturer or a Dealer for each Manufacturer / Brand Name they offer Commodities for as part of their Response. The Manufacturer's Certification form must be executed by the Manufacturer only and may not be completed by a Dealer or third-party. Dealer agreements will not be accepted in lieu of a Manufacturer's Certification form. The Manufacturer's

Certification form shall be mailed to the Department per Section 3.9.1 of the solicitation. **Failure to provide a complete and compliant Manufacturer's Certification form with the Response will result in the Respondent being deemed non-responsive.**

3.9.7 Savings / Price Reductions

Respondent shall submit one (1) accurately completed Savings / Price Reductions form (Section 7.4) with their Response containing the required aggregate Base Equipment MSRP Discount; OEM Options, Accessories, & Implements MSRP Discount; and OEM Parts Discount savings information for each Commodity Group and Manufacturer / Brand Name offered and a method(s) for the Department to verify the savings information provided. The Savings / Price Reductions form will not be used to determine award, only to verify the Savings / Price Reductions being offered. The Savings / Price Reductions form shall be mailed to the Department per Section 3.9.1 of the solicitation. **Failure to provide the Savings / Price Reductions form with the Response may result in the Respondent being deemed non-responsive.**

3.9.8 Ordering Instructions

Respondent shall submit one (1) completed Ordering Instructions Form (contained within Section 7.1, Price Sheet & Ordering Instructions) with their Response identifying persons responsible for answering questions about the Response and administering the Contract, if awarded, and shall provide information necessary for placing orders and remitting payments under the Contract, if awarded. Additional Ordering Instruction requirements, terms, and conditions can be found in Section 5.5, Ordering Instructions Information. The Ordering Instructions Form will be submitted with Section 7.1, Price Sheet & Ordering Instructions, to the Department electronically using the MyFloridaMarketPlace Sourcing Tool, per Section 3.9.1 of the solicitation. **Failure to provide the Ordering Instructions Form with the Response may result in the Respondent being deemed non-responsive.**

3.10 Evaluation Criteria

The Department shall evaluate eligible responsive offers. Responses that do not meet all requirements of the solicitation or fail to provide all required information, documents, or materials may be rejected as non-responsive. Respondents whose Responses, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of a Contract may be rejected as non-responsive. The Department reserves the right to determine which Responses meet the requirements, specifications, terms, and conditions of the solicitation, and which Respondents are responsive and responsible.

3.11 Basis for Award

The Department shall make a single award statewide for each Manufacturer / Brand Name (Line Number) per Commodity Group to the responsive and responsible Respondent offering the highest Base Equipment MSRP Discount from the most recent and complete MSRP List (therefore providing the lowest Net Prices). Therefore, multiple Manufacturer / Brand Name awards per Commodity Code group are possible.

The Department reserves the right to make awards as determined to be in the best interest of the State of Florida, and to accept or reject any and all offers, or separable portions, and to waive any minor irregularity, technicality, or omission if the Department determines that doing so will serve the State of Florida's best interest.

3.12 State Objectives

Within thirty (30) calendar days following award of the Contract, if awarded, the successful Respondent shall submit plans addressing each of the State's five (5) objectives listed below, to the extent applicable to the items / services covered by this solicitation.

3.12.1 Diversity

The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority-, women-, and service-disabled veteran business enterprises in the economic life of the State. The State of Florida Mentor Protégé Program connects minority-, women-, and service-disabled veteran business enterprises with private corporations for business development mentoring. We strongly encourage firms doing business with the State of Florida to consider this initiative. For more information on the Mentor Protégé Program, please contact the Office of Supplier Diversity at (850) 487-0915.

The State is dedicated to fostering the continued development and economic growth of small, minority-, women-, and service-disabled veteran business enterprises. Participation by a diverse group of Vendors doing business with the State is central to this effort. To this end, it is vital that small, minority-, women-, and service-disabled veteran business enterprises participate in the State's procurement process as both Contractors and Sub-Contractors in this solicitation. Small, minority-, women-, and service-disabled veteran business enterprises are strongly encouraged to contribute to this solicitation.

The Contractor shall submit documentation addressing diversity and describing the efforts being made to encourage the participation of small, minority-, women-, and service-disabled veteran business enterprises.

Information on Certified Minority Business Enterprises (CMBE) and Certified Service-Disabled Veteran Business Enterprises (CSDVBE) is available from the Office of Supplier Diversity at:

http://dms.myflorida.com/other_programs/office_of_supplier_diversity_osd/.

Quarterly Reports of revenue paid to certified W/MBE and certified SDVBE Contractors (agents or Sub-Contractors) as a result of any award shall be provided to the Agency Purchasing Office by the Prime Contractor on an Agency by Agency (or other Eligible User) level.

3.12.2 Environmental Considerations

The State supports and encourages initiatives to protect and preserve our environment. The Contractor shall submit as part of any response the Contractor's plan to support the procurement of products and materials with recycled content, and the intent of Section 287.045, Florida Statutes. The Contractor shall also provide a plan for reducing and or handling of any hazardous waste generated by Contractor's company. Reference Rule 62-730.160, Florida Administrative Code. It is a requirement of the Florida Department of Environmental Protection that a generator of hazardous waste materials that exceeds a certain threshold must have a valid and current Hazardous Waste Generator Identification Number. This identification number shall be submitted as part of Contractor's explanation of its company's hazardous waste plan and shall explain in detail its handling and disposal of this waste.

3.12.3 Certification of Drug-Free Workplace Program

The State supports and encourages initiatives to keep the workplaces of Florida's Suppliers and Contractors drug free. Section 287.087 of the Florida Statutes provides that, where identical tie responses are received, one preference shall be given to a response received from a Respondent that certifies it has implemented a drug-free workforce program. If applicable, Respondent shall certify that the Respondent has a drug-free workplace program using the Certification of Drug-Free

Workplace form included in Section 7.6 of the solicitation. The Contractor shall describe how it will address the implementation of a drug free workplace in offering the items of the solicitation.

3.12.4 Products Available from the Blind or Other Handicapped (RESPECT)

The State supports and encourages the gainful employment of citizens with disabilities. It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this Contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section [413.036](#)(1) and (2), Florida Statutes; and for purposes of this Contract the person, firm, or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned. Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

The Contractor shall describe how it will address the use of RESPECT in offering the items of the solicitation.

3.12.5 Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE)

The State supports and encourages the use of Florida correctional work programs. It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this Contract shall be purchased from the corporation identified under Chapter 946, F.S., in the same manner and under the same procedures set forth in Section [946.515](#)(2), and (4), F.S.; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned. Additional information about PRIDE and the products it offers is available at <http://www.pridefl.com>.

The Contractor shall describe how it will address the use of PRIDE in offering the items of the solicitation.

3.13 Lobbying

Please reference Section 2.21, Limitation on Vendor Contact with Agency During Solicitation Period.

Respondents are advised that the following will be included in the Contract for these services: In accordance with Section 216.347, Florida Statutes, and as provided herein, the Contractor may not expend any State funds for the purpose of lobbying the legislature, the judicial branch, the executive branch, or any State Agency.

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SECTION 4.0
GENERAL CONTRACT CONDITIONS [PUR1000 (10/06)]

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4.1 Definitions. The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

(a) “Contract” means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.

(b) “Customer” means the State agency or other entity identified in a contract as the party to receive commodities or contractual services pursuant to a contract or that orders commodities or contractual services via purchase order or other contractual instrument from the Contractor under the Contract. The “Customer” may also be the “Buyer” as defined in the PUR 1001 if it meets the definition of both terms.

(c) “Product” means any deliverable under the Contract, which may include commodities, services, technology or software.

(d) “Purchase order” means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract or other authorized means).

4.2 Purchase Orders. In contracts where commodities or services are ordered by the Customer via purchase order, Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor’s order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes.

4.3 Product Version. Purchase orders shall be deemed to reference a manufacturer’s most recently release model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.

4.4 Price Changes Applicable only to Term Contracts. If this is a term contract for commodities or services, the following provisions apply.

(a) Quantity Discounts. Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.

(b) Best Pricing Offer. During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.

(c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.

(d) Trade-In. Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it

may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.

(e) Equitable Adjustment. The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.

4.5 Additional Quantities. For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.

4.6 Packaging. Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.

4.7 Inspection at Contractor's Site. The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

4.8 Safety Standards. All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.

4.9 Americans with Disabilities Act. Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

4.10 Literature. Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

4.11 Transportation and Delivery. Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.

4.12 Installation. Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to

its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

4.13 Risk of Loss. Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

4.14 Transaction Fee. The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering procurement costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT OF MANAGEMENT SERVICES' VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.**

4.15 Invoicing and Payment. Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. The State may require any other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.

At the State's option, Contractors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Customer is responsible for all payments under the Contract. A Customer's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers.

4.16 Taxes. The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Customer in the special contract conditions section of the solicitation or in the Contract or purchase order.

4.17 Governmental Restrictions. If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.

4.18 Lobbying and Integrity. Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dliis.dos.state.fl.us/barm/genschedules/gensched.htm>). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

4.19 Indemnification. The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer.

Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the Contractor shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties.

The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and

(3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

4.20 Limitation of Liability. For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of \$100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

4.21 Suspension of Work. The Customer may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the State to do so. The Customer shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

4.22 Termination for Convenience. The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

4.23 Termination for Cause. The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.

4.24 Force Majeure, Notice of Delay, and No Damages for Delay. The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the

foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

4.25 Changes. The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.

4.26 Renewal. Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

4.27 Purchase Order Duration. Purchase orders issued pursuant to a state term or agency contract must be received by the Contractor no later than close of business on the last day of the contract's term to be considered timely. The Contractor is obliged to fill those orders in accordance with the contract's terms and conditions. Purchase orders received by the contractor after close of business on the last day of the state term or agency contract's term shall be considered void.

Purchase orders for a one-time delivery of commodities or performance of contractual services shall be valid through the performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the single delivery/performance, and shall survive the termination of the Contract.

Contractors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the state term or agency contract. For example, if a state term contract calls for delivery 30 days after receipt of order (ARO), and an order specifies delivery will occur both in excess of 30 days ARO and after expiration of the state term contract, the Contractor will accept the order. However, if the Contractor expressly and in writing notifies the ordering office within ten (10) calendar days of receipt of the purchase order that Contractor will not accept the extended delivery terms beyond the expiration of the state term contract, then the purchase order will either be amended in writing by the ordering entity within ten (10) calendar days of receipt of the contractor's notice to reflect the state term contract delivery schedule, or it shall be considered withdrawn.

The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the state term or agency contract by more than twelve months. However, if an

extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals.

Timely purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the recurring delivery/performance as provided herein, and shall survive the termination of the Contract.

Ordering offices shall not renew a purchase order issued pursuant to a state term or agency contract if the underlying contract expires prior to the effective date of the renewal.

4.28 Advertising. Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

4.29 Assignment. The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.

4.30 Antitrust Assignment. The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

4.31 Dispute Resolution. Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

4.32 Employees, Subcontractors, and Agents. All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

4.33 Security and Confidentiality. The Contractor shall comply fully with all security procedures of the United States, State of Florida and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

4.34 Contractor Employees, Subcontractors, and Other Agents. The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.

4.35 Insurance Requirements. During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

4.36 Warranty of Authority. Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

4.37 Warranty of Ability to Perform. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.

4.38 Notices. All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

4.39 Leases and Installment Purchases. Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.

4.40 Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at <http://www.pridefl.com>.

4.41 Products Available from the Blind or Other Handicapped. Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles

that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

4.42 Modification of Terms. The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

4.43 Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser.

State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

4.44 Waiver. The delay or failure by the Customer to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Customer's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

4.45 Annual Appropriations. The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

4.46 Execution in Counterparts. The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

4.47 Severability. If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

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SECTION 5.0
SPECIAL CONDITIONS

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5.1 Definitions

The Definitions found and referenced in the General Contract Conditions [PUR1000 (10/06)], Section 4.1, and the Definitions found and referenced in Section 3.3, Definitions, shall apply to this Section 5.1, Definitions.

5.2 Period of Agreement

The State Term Contract shall be in effect beginning on the Contract Formation date, per Section 2.17, and end June 30, 2012. This agreement has the option to renew for one (1) additional three (3) year period, or any portion or portions thereof. Renewal is contingent upon satisfactory performance by the Contractor and will not be subject to pricing or discount adjustments.

5.3 Catalog Data

The MyFloridaMarketPlace ("MFMP") third-party service provider is responsible for converting Contract catalog information into a format supported by the system. To accomplish this conversion, the Contractor, if requested, shall provide certain information in electronic format directly to the service provider (Note: This format is generally Microsoft Excel™.).

Within ten (10) business days of written notice from the MFMP service provider, Contractor shall provide all information necessary to facilitate electronic purchases from this Contract. Such information may include, but is not limited to, Contractor Name, Manufacturer / Brand Name, SKU, Commodity Description, unit of measure, and Contract Ceiling Price, per Section 5.6. Contractor shall provide this information in the format required by the MFMP service provider. No costs or expenses associated with providing this information shall be charged to the State, Department, Eligible Users, or MFMP service provider. With the Contractor's timely assistance, the MFMP service provider shall create and maintain web-based placement of the requested Contract information.

5.4 Internet Posting of Authorized Lists

During the Contract Period of Agreement, Section 5.2, the Department shall maintain on the internet a working copy of the complete Contract, including, but not limited to, the Section 7.1, Price Sheet & Ordering Instructions, with the associated and Department approved MSRP List(s). The MSRP List(s) will be provided to the Department by the Contractor in electronic format as stipulated in Section 3.9.5, Supporting Documents, MSRP List; as required herein; and in accordance with the prices, discounts, requirements, specifications, terms, and conditions of the Contract.

The Contractor agrees to not maintain, publish, provide, or allow discovery of competing, conflicting, unofficial, unauthorized, or non-Department approved contract similar documents to or by Eligible Users. However, the Contractor may manually or electronically direct Eligible Users to the Department's Contract website. The Contractor shall not accept any orders using unofficial MSRP List(s) until the Department approves the respective MSRP List(s) and publishes it / them to the Contract website as noted above.

The Department may, in its sole discretion, prohibit any update or change of the MSRP List(s), or direct a Contractor to undo any update or change made. In addition, the Department may direct rescission of any purchase entered into on the basis of competing, conflicting, unofficial, unauthorized, or non-Department approved documents or lists.

5.5 Ordering Instructions Information

The Ordering Instructions are contained or referenced via a link from the individual Line No.'s Organization Name field in the Section 7.1, Price Sheet & Ordering Instructions. Click on the specific link for the associated Ordering Instructions.

The Ordering Instructions contained or referenced within Section 7.1, Price Sheet & Ordering Instructions, will contain current information relevant to the acquisition of the awarded Commodities and / or contractual services under the Contract. This information shall include, but not be limited to, the Contractor's Organization Information, the Contractor's Representative Information, the Contractor's Remit-To Information, and a list of Department maintained instructions to assist Eligible Users in placing orders under the Contract.

Should the Contractor be the Manufacturer (not a Dealer) of the Commodities and / or contractual services awarded, they may also include specific Dealer information within the Ordering Instructions in the provided locations. The Manufacturer as Contractor who selects to also include specific Dealer information within the Ordering Instructions is also required to appropriately register the listed Dealers as locations under the Contractor's vendor registration in the State of Florida Vendor Registration System (Vendor Information Portal ("VIP"): <https://vendor.myfloridamarketplace.com/>). A Dealer as Contractor may not include other Dealer's information in the Ordering Instructions. The Manufacturer as Contractor is fully responsible for compliance with all the prices, discounts, requirements, specifications, terms, and conditions of the Contract and for any actions or inactions of the Dealer(s) they include in the Ordering Instructions.

It is the Contractor's responsibility to notify the Department of any updates to organization information, relevant personnel, and contact information contained in the Ordering Instructions. The Contractor shall notify the Department of a requested change to the Ordering Instructions in writing (email is acceptable) and received by the Contract Manager no later than five (5) business days prior to the effective date of the proposed change. The Department may accept or reject any proposed change, or may unilaterally amend the Ordering Instructions as it deems is in the best interest of the State and / or will best assist Eligible Users.

Please Note: Any changes to the Ordering Instructions will also require the Contractor to appropriately update their vendor registration in the State of Florida Vendor Registration System (Vendor Information Portal ("VIP"): <https://vendor.myfloridamarketplace.com/>).

5.6 Ceiling Prices

The individual Base Equipment Net Price (after the applicable Base Equipment MSRP Discount is applied to the approved MSRP); OEM Option, Accessory, & Implement Net Price (after the applicable OEM Options, Accessories, & Implements MSRP Discount is applied to the approved MSRP); and OEM Part Net Price (after the applicable OEM Parts MSRP Discount is applied to the approved MSRP) contained or referenced in the Section 7.1, Price Sheet & Ordering Instructions, will be the not-to-exceed Ceiling Prices under the Contract. The Ceiling Prices for the Base Equipment; OEM Options, Accessories, & Implements; and OEM Parts individually and collectively include (as applicable): all profit, administrative charges / fees, environmental charges / fees, title application and registration charges / fees, license plate transfer charges / fees, preparation charges / fees, assembly charges / fees, installation charges / fees (except OEM Parts), shop charges / fees, warehousing charges / fees, packing charges / fees, handling charges / fees, transit charges / fees, freight charges / fees, shipping charges / fees, delivery charges / fees to any point within the State of Florida, fuel charges / fees, warranty charges / fees, and any other charges or fees necessary to provide and deliver the Base Equipment; OEM Options, Accessories, & Implements; and OEM Parts according to the requirements, specifications, terms, and conditions, exclusive of taxes.

Where a Ceiling Price is a Base Equipment Net Price; OEM Option, Accessory, & Implement Net Price; or OEM Part Net Price, the individual Net Prices shall be calculated by applying the applicable Base Equipment MSRP Discount; OEM Options, Accessories, & Implements MSRP Discount; or OEM Parts MSRP Discount from Section 7.1, Price Sheet & Ordering Instructions, to the individual Base Equipment's; OEM Option's, Accessory's, & Implement's; and OEM Part's approved MSRP and rounding to the nearest whole cent. For example, if the applicable Discount is 30.00% and the individual Commodity's MSRP is \$24,447.59, then the Net Price will be \$17,113.31 [$\$24,447.59 - 30.00\% = \$17,113.313 = \$17,113.31$ (as rounded to the nearest whole cent)].

The individual and applicable Base Equipment MSRP Discounts; OEM Options, Accessories, & Implements MSRP Discounts; and OEM Parts Discounts listed in Section 7.1, Price Sheet & Ordering Instructions shall be the minimum Discounts used under the Contract. The Contractor may, and is encouraged to provide larger Discounts (e.g., lower Net Prices) for contracted and awarded Commodities.

Eligible Users may negotiate Base Equipment Net Prices; OEM Options, Accessories, & Implements Net Prices; and OEM Parts Net Prices for the contracted and awarded Commodities with the Contractor, provided the negotiated prices do not exceed the Ceiling Prices for the respective Base Equipment; OEM Option, Accessory, & Implement; and OEM Part. The Contractor is prohibited from negotiating and charging prices that exceed the Ceiling Prices set forth or referenced in the Price Sheet & Ordering Instructions, Section 7.1, and from invoicing or billing at prices that exceed the total ordered (e.g., via Purchase Order or Purchasing Card, as applicable). The Ceiling Prices are only subject to adjustments per Sections 4.4, 4.25, and 5.8, and any revision requests must have received the prior approval of the Department.

The Ceiling Price for any Base Equipment; OEM Options, Accessories, & Implements; and OEM Parts must not exceed the current MSRP. In the event a Ceiling Price for any Commodity is found to be above the current MSRP, the Department, at its sole option, shall reduce the Ceiling Price to the current MSRP less the applicable contracted Discount or terminate and remove the Contractor's award from the Contract.

5.7 Commodity, Commodity Group, and Manufacturer / Brand Name Additions and Deletions

During the Contract Period of Agreement, Section 5.2, the Department shall have the right to add or delete Commodities, Commodity Groups, and / or Manufacturer / Brand Names to or from this agreement by adding them to or removing them from the Price Sheet & Ordering Instructions, Section 7.1. Any new Commodities, Commodity Groups, and / or Manufacturer / Brand Names added will be at the requirements, specifications, terms, and conditions herein or as later stipulated by the Department, and at mutually agreed pricing and discounts accepted, in writing, by both the added Commodity's, Commodity Group's, and / or Manufacturer / Brand Name's Vendor(s) and the Department. Commodities, Commodity Groups, and / or Manufacturer / Brand Names may be removed at the sole discretion of the Department, per the requirements, specifications, terms, and conditions herein or as permitted by Florida Statutes or Florida Administrative Code.

5.8 MSRP List and Price Adjustment

The per Commodity Group and Manufacturer / Brand Name Department authorized MSRP List will be contained or referenced in Section 7.1, Price Sheet & Ordering Instructions. The Department authorized MSRP List shall be based on the Section 7.1, Price Sheet & Ordering Instructions, Commodity Group and Manufacturer / Brand Name, and in accordance with the Contract requirements, specifications, terms, and conditions.

The Contract's initial MSRP List shall be based on the Section 7.1, Price Sheet & Ordering Instructions, Commodity Group and Manufacturer / Brand Name MSRP List awarded under the Contract's solicitation. The Department authorized per Commodity Group and Manufacturer / Brand Name MSRP List for use under the Contract may be updated from time-to-time as specified herein; however, the per Commodity Group and Manufacturer / Brand Name Base Equipment MSRP Discount; OEM Options, Accessories, & Implements MSRP Discount; and OEM Parts MSRP Discount shall not decrease for the length of the Contract, during both the original and any renewal term(s) of the Contract. At any time during the Contract, during both the original and any renewal term(s) of the Contract, the Contractor may request an increase of the per Commodity Group and Manufacturer / Brand Name Base Equipment MSRP Discount; OEM Options, Accessories, & Implements MSRP Discount; and OEM Parts MSRP Discount. The Department may, in its sole discretion, accept or deny any requested per Commodity Group and Manufacturer / Brand Name Base Equipment MSRP Discount; OEM Options,

Accessories, & Implements MSRP Discount; and OEM Parts MSRP Discount increases. If a per Commodity Group and Manufacturer / Brand Name Base Equipment MSRP Discount; OEM Options, Accessories, & Implements MSRP Discount; and OEM Parts MSRP Discount increase request is approved by the Department, it shall not become effective for new orders placed by Eligible Users until the Department approved effective date and posting by the Department. Any Department approved updates to the MSRP List, if Department approved, shall be based on the Section 7.1, Price Sheet & Ordering Instructions, Commodity Group and Manufacturer / Brand Name, and in accordance with the Contract requirements, specifications, terms, and conditions.

During the Contract Period of Agreement, Section 5.2, including any renewal term(s), after the first twelve (12) months following the start of the Contract term, and no more often than one (1) time per calendar year, the Contractor may request to use an updated per Commodity Group and Manufacturer / Brand Name MSRP List for use under the Contract. The Contractor shall advise the Department of a request for a per Commodity Group and Manufacturer / Brand Name MSRP List update in writing (email is acceptable) and received by the Contract Manager no later than sixty (60) days prior to the requested effective date of the proposed update. However, the Department will not consider a per Commodity Group and Manufacturer / Brand Name MSRP List update request received by the Contract Manager within one hundred fifty (150) days of Contract termination, including any renewal term(s). The Contractor fully agrees that any per Commodity Group and Manufacturer / Brand Name MSRP List update request must:

- include a detailed request letter identifying the requested per Commodity Group and Manufacturer / Brand Name MSRP List information to be used in the Section 7.1, Price Sheet & Ordering Instructions, per Commodity Group and Manufacturer / Brand Name [Include MSRP List Name, MSRP List Date, and MSRP List Pages / Sections] field;
- be from the most current per Commodity Group and Manufacturer / Brand Name MSRP List publicly listed and verifiable at the time of the requested MSRP List update;
- include the applicable requested per Commodity Group and Manufacturer / Brand Name MSRP List in accordance with Section 3.9.5, Supporting Documents, MSRP List;
- fully offer, provide, and demonstrate through a separate electronic analysis document that the per common Commodity (those specific Commodities currently on the pre-existing per Commodity Group and Manufacturer / Brand Name MSRP List and the requested per Commodity Group and Manufacturer / Brand Name MSRP List update) difference in the pre-existing MSRP and requested MSRP update does not exceed the resulting percent change in the latest version of the U.S. Department of Labor, Producer Price Index ("PPI") for Series ID:
 - for Commodity Group Nos. 1 and 8: WPU112D03; Not Seasonally Adjusted; Group: Machinery and equipment; Item: Graders, rollers, compactors, forklifts; Base Date: 0312; from the Base Month (Contract Formation Date, Section 2.17, or last approved MSRP List update date, whichever is later) to the latest month for which non-preliminary data is available at the time of the requested MSRP List update;
 - for Commodity Group No. 2: WPU112B05; Not Seasonally Adjusted; Group: Machinery and equipment; Item: Power cranes, excavators & equipment; Base Date: 9912; from the Base Month (Contract Formation Date, Section 2.17, or last approved MSRP List update date, whichever is later) to the latest month for which non-preliminary data is available at the time of the requested MSRP List update;
 - for Commodity Group Nos. 3, 7, 9, 10, and 11: WPU114403; Not Seasonally Adjusted; Group: Machinery and equipment; Item: Industrial trucks and tractors; Base Date: 8200; from the Base Month (Contract Formation Date, Section 2.17, or last approved MSRP List update date, whichever is later) to the latest month for which non-preliminary data is available at the time of the requested MSRP List update;
 - for Commodity Group Nos. 4, 5, and 6: WPU114A04; Not Seasonally Adjusted; Group: Machinery and equipment; Item: Tractor shovel loaders; Base Date: 8200; from the Base Month (Contract Formation Date, Section 2.17, or last approved MSRP List update date, whichever is later) to the latest month for which non-preliminary data is available at the time of the requested MSRP List update;
 - for Commodity Group Nos. 12, 13, and 14: WPU149111; Not Seasonally Adjusted; Group: Transportation equipment; Item: Transportation equipment, n.e.c.; Base Date:

198506; from the Base Month (Contract Formation Date, Section 2.17, or last approved MSRP List update date, whichever is later) to the latest month for which non-preliminary data is available at the time of the requested MSRP List update;

- for Commodity Group No. 15: WPU111408; Not Seasonally Adjusted; Group: Machinery and equipment; Item: Farm machinery and equipment, nec excl parts; Base Date: 0212; from the Base Month (Contract Formation Date, Section 2.17, or last approved MSRP List update date, whichever is later) to the latest month for which non-preliminary data is available at the time of the requested MSRP List update;
- for Commodity Group Nos. 16, 17, 18, 19, 20, 21, 22, 23, and 24: WPU111401; Not Seasonally Adjusted; Group: Machinery and equipment; Item: Commercial turf & grounds care equipment; Base Date: 200212; from the Base Month (Contract Formation Date, Section 2.17, or last approved MSRP List update date, whichever is later) to the latest month for which non-preliminary data is available at the time of the requested MSRP List update; and
 - Note: The U.S. Department of Labor, PPI indices are available at: <http://www.bls.gov/ppi/home.htm>. Scroll to and click on: "Series Report"; Enter Series ID "WPU#####" (see Series ID codes above) and scroll to and click on "Retrieve Data".

- be in accordance with the requirements, specifications, terms, and conditions of the Contract.

The Department may, in its sole discretion, accept or deny any requested per Commodity Group and Manufacturer / Brand Name MSRP List update. If a per Commodity Group and Manufacturer / Brand Name MSRP List update request is approved by the Department, it shall not become effective for new orders placed by Eligible Users until the Department approved effective date and posting by the Department.

5.9 Acquisition by Eligible Users

Eligible Users are encouraged to purchase any contracted Commodities and contractual services, including Base Equipment; OEM Options, Accessories, & Implements; and OEM Parts, that will meet their needs, provide the lowest total cost, and be in accordance with the Eligible User's applicable procurement and fleet statutes, laws, ordinances, codes, rules, policies, and procedures. Any non-contract products and services must be ordered and invoiced as non-contract options separately from Contract purchases in accordance with the Eligible User's applicable procurement and fleet statutes, laws, ordinances, codes, rules, policies, and procedures.

Eligible Users may purchase Base Equipment with any individual or combination of contracted OEM Options, Accessories, & Implements and OEM Parts or without any contracted OEM Options, Accessories, & Implements and OEM Parts. Additionally, OEM Options, Accessories, & Implements and OEM Parts may be purchased separate of any contracted Base Equipment.

5.10 Contract Price Quotes and Sales Literature / Technical Information

Eligible Users may request and the Contractor will provide within five (5) business days no charge Contract Price Quotes under the Contract. The Contractor agrees that Contract Price Quotes provided to an Eligible User shall be submitted for only those Commodity Groups, Manufacturer / Brand Names, and Commodities which the Contractor is awarded, and that the awarded Commodities quoted are the minimum required to meet the Eligible User's needs. All Contract Price Quotes will be according to the Prices, Discounts, requirements, specifications, terms, and conditions of the Contract, and will include the following:

- Quotation Date.
- Quotation Number (as applicable).
- Contractor Information.
- State Term Contract Number and Name.
- Base Equipment: Commodity Group, Line Number, Base Equipment code and description, and negotiated Base Equipment Net Price (per Section 5.6, Ceiling Prices).

- OEM Options, Accessories, & Implements (if applicable, individually listed): OEM Option, Accessory, & Implement code and description; OEM Option, Accessory, & Implement negotiated OEM Option, Accessory, & Implement Net Price (as applicable, per Section 5.6, Ceiling Prices).
- OEP Parts (if applicable, individually listed): OEM Part code and description, and negotiated OEM Part Net Price (per Section 5.6, Ceiling Prices).
- New License Plate Fee (if applicable, per Section 5.14, Commodities Title and Registration).
- Total State Term Contract negotiated Price (sum of the applicable negotiated Base Equipment Net Price(s); OEM Options, Accessories, & Implements Net Price(s); OEM Parts Net Price(s), and New License Plate Fee(s)).

During the Term of the Contract, the Contractor shall supply no charge printed Sales Literature and Technical Information to Eligible Users upon request, unless the literature and information requested is available on the Contractor's or Manufacturer's website. If the literature and information is available on the Contractor's or Manufacturer's website, the Contractor will direct the requesting Eligible User to the specific website location. All Eligible User requests for Sales Literature and Technical Information shall be completed by the Contractor within five (5) business days.

5.11 Purchase Orders

Under the Contract, Eligible Users may place orders using a Purchase Order or using a Purchasing Card, per Section 5.12. Purchase Orders issued by Eligible Users shall be in accordance with the Ordering Instructions (contained within Section 7.1, Price Sheet & Ordering Instructions) and the Prices, Discounts, requirements, specifications, terms, and conditions of the Contract. The Contractor and the Eligible User agree to the following:

- Under the Contract, Eligible Users may only place and Contractors shall only accept Purchase Orders for Commodity Group and Manufacturer / Brand Name and Commodities the Contractor is awarded.
- For each Commodity and contractual service ordered, Eligible Users are responsible for notating the following information on and with the Purchase Order based on their negotiations (per Section 5.6, Ceiling Prices) with the Contractor:
 - Eligible User's issuing contact person and contact information;
 - Contractor Information from the Ordering Instructions;
 - State Term Contract Number and Name;
 - Base Equipment: Commodity Group, Line Number, Base Equipment code and description, and negotiated Base Equipment Net Price (per Section 5.6, Ceiling Prices);
 - **Note:** Specify any special needs or instructions (e.g., other associated equipment).
 - OEM Options, Accessories, & Implements (if applicable, individually listed): OEM Option, Accessory, & Implement code and description; OEM Option, Accessory, & Implement negotiated OEM Option, Accessory, & Implement Net Price (as applicable, per Section 5.6, Ceiling Prices);
 - **Note:** Specify any special needs or instructions (e.g., other associated equipment).
 - OEP Parts (if applicable, individually listed): OEM Part code and description, and negotiated OEM Part Net Price (per Section 5.6, Ceiling Prices);
 - New License Plate Fee (if applicable, per Section 5.14, Commodities Title and Registration); and
 - Any Eligible User special instructions, requirements, terms, and conditions;
 - Total State Term Contract negotiated Price (sum of the applicable negotiated Base Equipment Net Price(s); OEM Options, Accessories, & Implements Net Price(s); OEM Parts Net Price(s), and New License Plate Fee(s)).
- Contractor will place all orders received with the Manufacturer(s) within seven (7) calendar days after receipt of the Purchase Order unless the Contractor has the applicable Base Equipment; OEM Options, Accessories, & Implements (if applicable); and OEM Parts (if applicable) ordered in their possession and can Deliver the order to the Eligible User within fourteen (14) calendar

days. All orders placed with the Manufacturer(s) shall be made in full compliance with the requirements, specifications, terms, and conditions herein.

- Contractor shall honor all Purchase Orders received during the Contract Period of Agreement (Section 5.2) for Commodity Group and Manufacturer / Brand Name Commodities the Contractor is currently awarded (Section 7.1, Price Sheet & Ordering Instructions).
- Unless the Contractor has the applicable Base Equipment; OEM Options, Accessories, & Implements (if applicable); and OEM Parts (if applicable) ordered by the Eligible User in their possession, the Contractor will provide an Acknowledgement of Order form, per Section 5.#, to the Eligible User.
- Contractor, from receipt of the Purchase Order until delivery is made to the ordering Eligible User, shall promptly notify the Eligible User of any potential delivery delays. Additionally, the Contractor must promptly advise the ordering Eligible User if their order may not be delivered prior to the end of the Eligible User's Fiscal Year (State Agency's Fiscal Year ends June 30). **Evidence of intentional delays in delivery shall be cause for default proceedings and / or Contract termination.**

This Section 5.11, Purchase Orders, does not modify or replace Section 4.2, Purchase Orders, of the Contract.

5.12 Purchasing Card

The State of Florida and numerous Eligible Users have adopted and implemented various Purchasing Card programs using different universal card formats (e.g., American Express, MasterCard, and Visa). Accordingly, the Contractor and the Manufacturer's authorized Dealers must have the ability to accept universal card format Purchasing Cards, including American Express, MasterCard, and Visa, during the Contract term. Contractors and Manufacturer's authorized Dealers may receive payments from Eligible Users by universal card format Purchasing Cards in the same manner as other credit / debit card purchases. Universal card format Purchasing Cards (e.g., American Express, MasterCard, and Visa) acceptance is mandatory, but is not the exclusive method of payment (e.g., Purchase Order). The method of ordering and payment (e.g., Purchase Order, Purchasing Card) shall be selected by the Eligible User.

The Eligible User will not fill out any Contractor or Manufacturer's authorized Dealer forms or separate contracts in association with the Contractor or Manufacturer's authorized Dealer accepting a Purchasing Card payment. Contractors and Manufacturer's authorized Dealers are not allowed to charge a fee for accepting a Purchasing Card payment. Surcharges or convenience fees are prohibited. On-line billing or payment systems maintained by the Contractor, Manufacturer's authorized Dealer, or their respective agent will not store the card holder's name, account number, and expiration date for re-use. Card holders will provide the Contractor or Manufacturer's authorized Dealer, as applicable, with card account information at each Purchasing Card transaction.

All individual purchases made using a Purchasing Card must be equal to or less than \$500.00, and Contractors, Manufacturer's authorized Dealers, and Eligible Users may not intentionally segment or divide orders to avoid the stated dollar limitation.

5.13 Acknowledgement of Order

For orders which the Contractor does not have the awarded Commodities in stock and cannot Deliver the Commodities to the ordering Eligible User within fourteen (14) calendar days, the Acknowledgement of Order form shall be fully completed and issued by the Contractor to notify the ordering Eligible User of the receipt of the Purchase Order for Commodities awarded under the Contract, the Manufacturer's order confirmation information, and the estimated delivery date.

The Contractor must mail, email, or fax the fully completed Acknowledgement of Order form to the ordering Eligible User's issuing office within fourteen (14) calendar days from the date the Contractor receives the Purchase Order under the Contract. Failure of the Contractor to provide the ordering Eligible User the Acknowledgement of Order form within fourteen (14) calendar days from the date the Contractor received the Purchase Order will be considered acceptance of the order by default, which, if necessary, shall require the provision of the next new model of the Commodity, which meets the Prices, Discounts, requirements, specifications, terms, and conditions herein.

Submission of the Acknowledgement of Order form is to be the responsibility of the Contractor without prompting or notification by the Contract Manager or Eligible User. **Repeated failures by the Contractor to submit completed Acknowledgement of Order forms to the ordering Eligible Users shall be cause for default proceedings and / or Contract termination.**

Upon Contract Formation, Section 2.17, the Department shall distribute, in electronic format, the Acknowledgement of Order form to be used by the Contractor.

5.14 Commodities Title and Registration

Applicable awarded Commodities delivered under the Contract will be titled and registered by the Contractor in accordance with Chapters 319 and 320 of the Florida Statutes. The Contractor shall send any necessary form(s) that must be signed by an authorized representative of the Eligible User with the awarded Commodity(ies) upon delivery, and the Contractor shall obtain any necessary signature(s) and complete the titling and registration process for the Eligible User in a timely manner.

In the event the Eligible User is permitted by statute, law, rule, ordinance, code, policy, and procedure to obtain Title and Registration independent of the Contractor, and chooses to obtain Title and Registration independent of the Contractor, the Eligible User shall notify the Contractor in writing of this decision no later than three (3) business days following receipt of the Acknowledgement of Order form, per Section 5.8, Acknowledgement of Order. However, the Eligible User will then be obligated to Title and Register the awarded Commodity per applicable statute, law, rule, ordinance, code, policy, and procedure, and the Contractor shall provide any documents necessary for the Eligible User to do so.

For applicable awarded Commodities, Eligible Users may elect to transfer an existing license plate, or may choose to obtain a new license plate.

- Should an Eligible User elect to transfer an existing license plate, this is the standard default order type and does not require specific notation on the Purchase Order. All related fees, see Section 5.6, Ceiling Prices, are included in the Base Equipment Net Price.
- Should an Eligible User elect to obtain a new license plate in lieu of transferring their old license plate, or if the awarded Commodity is an addition to their fleet and requires a new license plate, the Purchase Order should include a notation and an additional amount to cover the cost of a new license plate. The Contractor is not required to obtain new license plates for the Eligible User unless there is a notation and a new license plate fee is included on the Purchase Order. All related charges and fees, see Section 5.6, Ceiling Prices, except the new license plate cost are included in the Base Equipment Net Price.
 - The Eligible User's Purchase Order notation for a new license plate must include the request for a new license plate, what type of license plate is required, and a contact person's name, title, and telephone number should there be any questions.
 - The Contractor may obtain special plates such as "State", "County", or "City" from most county tax offices, but agency plates such as "DOT", "DC", "DNR", etc. must be obtained from the Department of Highway Safety and Motor Vehicles, Division of Motor Vehicles, in Tallahassee, Florida.

Note: The State of Florida is self-insured; therefore, a "Proof of Insurance" form is not required (Refer to F.S. Chapter 284.30, Part II) for Title and Registration. Questions concerning the lack of a "Proof of Insurance Certificate" when applying for a license plate may be answered by calling (850) 488-4127.

5.15 Transportation and Delivery

In conjunction with Section 5.6, Ceiling Prices, Base Equipment Net Prices; OEM Options, Accessories, & Implements Net Prices; and OEM Parts Net Prices shall include all charges for packing, handling, freight, distribution, and delivery. Transportation and Delivery of goods shall be FOB Destination to any point statewide as follows:

- Manufacturer direct to the Eligible User: Within one hundred eighty (180) calendar days after receipt of order.
- Dealer to the Eligible User: Within fourteen (14) calendar days after receipt of order or the Commodities from the Manufacturer(s), with one exception – Commodities requiring post-Manufacturer Dealer installed OEM Options, Accessories, & Implements must be delivered within thirty (30) calendar days after receipt of the Commodities from the Manufacturer(s).

Delivery of the awarded Commodity is defined as receipt of the Commodity at the Eligible User's place of business or designated location. Delivery does not constitute Acceptance, per Section 5.16 of the Contract. The Contractor must give the ordering Eligible User a minimum of twenty-four (24) hours notice prior to delivery. Deliveries will be received as stipulated by the Eligible User.

Deliveries of awarded Commodities shall be made by either private or common carrier transport. Where deliveries may be accomplished by driving the self-propelled, street-legal, Commodity three (3) road miles or less, the self-propelled Commodity may be driven, under supervision, to the delivery location. The Contractor must comply with the Manufacturer's break-in requirements and all applicable traffic laws.

All self-propelled operator occupied Commodities Delivered by the Contractor to the Eligible User shall contain no less than one-quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery. At the Eligible User's option, Commodities with less than one-quarter (1/4) tank of fuel at delivery may be rejected or \$3.00 per gallon or gallon equivalent up to one-quarter of the Commodity's fuel tank capacity may be deducted from the invoice and payment.

The Contractor will perform the standard Manufacturer's Pre-Delivery Inspection, and is responsible for delivering an awarded Commodity that is properly serviced, clean, and in first class operating condition. Pre-delivery service, at a minimum, shall include the following:

- Complete lubrication of operating chassis, engine, and mechanisms with Manufacturer's recommended grades of lubricants;
- Check / Fill all fluid levels to assure proper fill;
- Adjust engine(s) to proper operating condition(s);
- Inflate tires to proper pressure;
- Check to assure proper operation of all accessories, gauges, lights, and mechanical and hydraulic features;
- Clean equipment, if necessary, and remove all unnecessary tags, stickers, papers, etc.;
- Assure that the awarded Commodity is completely assembled (unless otherwise noted in the following sub-section) including Base Equipment and OEM Options, Accessories, & Implements, thoroughly tested, and ready for immediate operation upon delivery; and
 - For Commodities within Commodity Group No. 16, the Commodities shall be fully assembled except that components vulnerable to damage, pilferage, and loss, or that would otherwise increase cubage, such as controls, control rods, levers, and handles may be packed separately. For such Commodities, printed assembly instructions along with all bolts, nuts, pins, and washers necessary to assemble removed components shall be securely packaged with the Commodities.
- Where applicable, packaged to insure safe delivery to the destination. Packaging shall comply with the requirements of Section 403.7191, Florida Statutes. Each package will be marked to include the name of the Contractor, the State Term Contract number, Purchase Order number, and brief description of the contents.

All Commodities will be delivered with each of the following applicable documents completed and included:

- Copy of the Manufacturer's Pre-Delivery Inspection form, which meets or exceeds the requirement herein;
- Copy of ordering Eligible User's Purchase Order;
- Copy of the applicable Manufacturer(s)'s specification(s);
- Copy of the Manufacturer's Invoice(s) (prices may be deleted or obscured) for each Commodity, including individual Base Equipment and OEM Options, Accessories, & Implements, in the shipment;
- Manufacturer's Window Sticker(s), if applicable;
- Manufacturer's Certificate of Origin, if applicable;
- Manufacturer's Operator Manual, and (if not included in the operator manual) one (1) each of the Manufacturer's lubrication and maintenance instructions;
- Copy of the Manufacturer's Standard Warranty Certifications;
- Sales Tax Exemption Form, if applicable;
- Temporary Tag and twenty (20) day Extension Tag, if applicable; and
- DHSMV82040, Application for Certificate of Title and/or Vehicle Registration, if applicable.

Deliveries that do not include the above applicable forms and publications, or that have forms that have been altered, or are not properly completed, will be refused! Repeated failures by the Contractor to include the above properly completed forms and publications, or that have submitted altered forms, to the ordering Eligible Users shall be cause for default proceedings and / or Contract termination.

These Transportation and Delivery requirements, terms, and conditions also apply to the re-delivery of an awarded Commodity that was previously rejected upon initial delivery.

This Section 5.13, Transportation and Delivery, supersedes and replaces Section 4.11, Transportation and Delivery.

5.16 Acceptance

The Eligible User, within three (3) business days of delivery, will thoroughly inspect the Commodity(ies) received for acceptability. The Eligible User shall compare the physical Commodity(ies) delivered; Contract Prices, Discounts, requirements, specifications, terms, and conditions; Purchase Order; and Manufacturer's Window Sticker / Manufacturer's Invoice(s) to ensure the Commodity(ies) received meet or exceed the requirements, specifications, terms, and conditions of the Contract and Purchase Order. Additionally, the Eligible User will inspect the Commodity(ies) for any physical damage. The Contractor is obligated to correct any errors or damage in the Commodity(ies). Failure by the Eligible User to discover an error in the Commodity(ies) shall not relieve the Contractor from their obligation to correct the error in the event it is found anytime after the Commodity(ies) is delivered.

The Parties agree that inspection and Acceptance will be the Eligible User's responsibility and occur at the location of the Eligible User. Title and risk of loss or damage to all Commodities shall be the responsibility of the Contractor until Accepted by the Eligible User. The Contractor shall be responsible for filing, processing, and collecting all damage claims. The Eligible User shall assist the Contractor by:

- Recording any evidence of visible damage on all copies of the delivering carrier's bill of lading;
- Report any known visible and concealed damage to the carrier and the Contractor;
- Confirm said reports in writing within fifteen (15) business days of delivery, requesting that the carrier inspect the damaged merchandise; and
- Provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

Transportation and Delivery of the Commodity(ies), per Section 5.15 of the Contract, does not constitute Acceptance for the purpose of payment. Final Acceptance and authorization of payment shall be given by the Eligible User only after a thorough inspection indicates that the Commodity(ies) is undamaged and meets the Contract requirements, specifications, terms, and conditions. Should the delivered Commodity(ies) be damaged or differ in any respect from the Contract requirements,

specifications, terms, and conditions, payment will be withheld until such time as the Contractor completes the required, Eligible User approved, corrective action(s).

Should the Commodity(ies) require service or adjustments as part of the Eligible User approved corrective action(s), the Contractor shall either remedy the defect(s) or be responsible for reimbursing the Manufacturer's local authorized service Vendor or others selected by the Eligible User to remedy the defect(s). The Contractor shall initiate such required service or adjustments within two (2) business days following notification by the Eligible User. The Commodity(ies) will not be Accepted until all service and / or adjustments are satisfactory and the Commodity(ies) is re-delivered in acceptable condition. The costs of any Transportation and Delivery, Section 5.15, required as part of the initial or any re-deliveries due to error or damage are the responsibility of the Contractor.

The ordering Eligible User shall notify the Department of any Contract deviation that it cannot resolve with the Contractor. The Department and Eligible User will develop a corrective action plan related to the Contract deviation, which may include the Eligible User's permanent refusal to Accept the Commodity(ies), in which case the Commodity(ies) shall remain the property of the Contractor, and the Eligible User and the State will not be liable for payment for any portion thereof.

5.17 Contract Sales Summary and Transaction Fee Reports

Contract Sales Summary: The Contractor is required to provide annual fiscal year Contract Sales Summaries to the Contract Manager within fifteen (15) calendar days after the end of each fiscal year during the term of the Contract, including any renewals. The fiscal year is a twelve (12) month period beginning July 1 and ending on June 30 of each year. Contract Sales Summaries shall document all orders completed, for which payment was received, during the specified fiscal year. Contract Sales Summaries will have two (2) separate components:

1. The report's first component shall specifically document the quantity and total sales by Commodity Group and Manufacturer / Brand Name sold; including Base Equipment; OEM Options, Accessories, & Implements; and OEM Parts; differentiating between Eligible User types, State Agencies and Other Eligible Users.
2. The report's second component shall specifically document all individual sales, including the sales date, Eligible User's organization name, a brief Commodity and / or contractual service description, quantity, and total sales amount.

The Contractor is also required to provide partial year Contract Sales Summaries under the same terms as the annual summaries for portions of the Contract term that occur outside a complete fiscal year. These partial summaries will be due July 15, 2010 for the period beginning on the Contract Formation date, per Section 2.17, and ending June 30, 2010, and within fifteen (15) calendar days after the termination of the Contract for the period beginning July 1 of the Contract's final year and ending on the Contract termination date. The Department may require additional ad hoc Contract Sales Summaries for various periods of time; the Contractor shall submit these specific ad hoc summaries within twenty (20) calendar days of notification by the Department.

Initiation and submission of the Contract Sales Summaries are to be the responsibility of the Contractor without prompting or notification by the Contract Manager. The Contractor will submit the completed Contract Sales Summary forms by email to the Contract Manager as stipulated. The Department shall distribute, in electronic format, the Contract Sales Summary forms to be used by the Contractor upon Contract Formation, Section 2.17.

Transaction Fee Report: The Contractor is required to submit monthly Transaction Fee Reports in electronic format. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and Vendor training presentations available online at the Transaction Fee Reporting and Vendor Training subsections under Vendors on the MyFloridaMarketPlace website (located at <http://dms.myflorida.com/mfmp>). Assistance is also available with the Transaction Fee Reporting System from the MyFloridaMarketPlace Customer Service

Desk at feeprocessing@myfloridamarketplace.com or 866-FLA-EPRO (866-352-3776) between the hours of 8:00 AM to 5:30 PM Eastern Time.

5.18 Lobbying

In accordance with Section 216.347, Florida Statutes, and as provided herein, the Contractor may not expend any State funds for the purpose of lobbying the legislature, the judicial branch, the executive branch, or any State Agency. This restriction does not apply to requests of the Contractor to provide any information relating to any aspect of this Contract, if requested by any legislative, judicial, or executive branch, or any State Agency.

5.19 Compliance with Laws

The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and authority. By way of non-exhaustive example, Chapter 287 of the Florida Statutes and Chapter 60A-1 of the Florida Administrative Code govern the Contract. By way of further non-exhaustive example, the Contractor shall comply with section 247A(e) of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of such laws shall be grounds for Contract termination.

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SECTION 6.0
TECHNICAL SPECIFICATIONS

CONTENTS:

- 6.1 DEFINITIONS**
- 6.2 SCOPE AND ELIGIBLE COMMODITIES**
- 6.3 COMMODITY SPECIFICATIONS AND STANDARDS**
- 6.4 FEDERAL AND STATE STANDARDS**
- 6.5 TESTING**
- 6.6 WARRANTY**
- 6.7 COMMODITY COMPLIANCE AND COMPATIBILITY**

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6.1 Definitions

The Definitions found and referenced in the Special Conditions, Section 5.1, shall apply to this Section 6.1, Definitions.

6.2 Scope and Eligible Commodities

The Construction, Industrial, Agricultural, & Lawn Equipment Commodities (including the Base Equipment; associated OEM Options, Accessories, & Implements; and associated OEM Parts) offered under the Contract shall be classified under twenty-four (24) Commodity Groups, which are listed and described as follows:

GROUP	APPLICABLE COMMODITY CODE(S)*	GROUP DESCRIPTION
Group No. 1	760-360	CONSTRUCTION/INDUSTRIAL, MOTOR GRADER & MAINTAINER
Group No. 2	760-840	CONSTRUCTION/INDUSTRIAL, EXCAVATOR: CRAWLER/TRACK, WHEEL, & TRUCK MOUNTED
Group No. 3	760-900	CONSTRUCTION/INDUSTRIAL, DOZER: CRAWLER/TRACK & WHEEL
Group No. 4	760-420	CONSTRUCTION/INDUSTRIAL, LOADER: CRAWLER/TRACK
Group No. 5	760-460	CONSTRUCTION/INDUSTRIAL, LOADER: SKID STEER
Group No. 6	760-480	CONSTRUCTION/INDUSTRIAL, LOADER: WHEEL
Group No. 7	760-960	CONSTRUCTION/INDUSTRIAL, BACKHOE-LOADER: CRAWLER/TRACK & WHEEL
Group No. 8	560-650	FORKLIFT/TELESCOPIC HANDLER, RIDING TYPE (INCLUDING ROUGH TERRAIN)
Group No. 9	765-900	TRACTOR, AGRICULTURAL/SPECIALTY: CRAWLER/TRACK & WHEEL (INCLUDING 4WD)
Group No. 10	765-900	TRACTOR, UTILITY: CRAWLER/TRACK & WHEEL (EQUAL TO OR GREATER THAN 40 HP)
Group No. 11	765-900	TRACTOR, COMPACT UTILITY: CRAWLER/TRACK & WHEEL (LESS THAN 40 HP)
Group No. 12	071-860	UTILITY VEHICLE, OFF-ROAD: PASSENGER, CARGO, INDUSTRIAL, & TURF (NOT INCLUDING LOW-SPEED VEHICLE ("LSV") OR NEIGHBORHOOD ELECTRIC VEHICLE ("NEV"))
Group No. 13	071-820	ALL TERRAIN VEHICLE ("ATV")
Group No. 14	071-840	AMPHIBIOUS ALL TERRAIN VEHICLE ("AATV")
Group No. 15	020-010, 020-030, 020-150, 020-360, 020-660, 020-670, 515-070, 515-140, 515-210, 515-280, 515-350, 515-490, 515-700, 515-770, 515-860, 765-430, 765-640, Etc.	ACCESSORY & IMPLEMENT, MOWER/TRACTOR/VEHICLE/EQUIPMENT MOUNTED OR TOWED: INCLUDING AERATOR, BACKHOE, BLOWER, BOX BLADE, CATCHER, CHIPPER/SHREDDER, DETHATCHER, DOZER BLADE, EDGER, GRINDER, LOADER, MATERIAL HANDLING (E.G., FORKS), MOWER/CUTTER (FINISHING, FLAIL, ROTARY, SICKLE, & REEL TYPES; BOOM MOUNTED OR PULL BEHIND), PAINTER, PLOW, POSTHOLE DIGGER, PULVERIZER, RAKE, SEEDER, SOD CUTTER, SPIKER, SPLITTER, SPRAYER, SPREADER, TILLER, TOPDRESSER, TRENCHER, TRIMMER, & VACUUM
Group No. 16	020-660, 515-070, 515-140, 515-210, 515-350, 515-490, 515-700, 515-770, 545-680, Etc.	LAWN EQUIPMENT; STANDING, HAND-HELD, BACKPACK, & WALK/WORK-BEHIND: INCLUDING AERATOR, BLOWER, CHAIN SAW, CHIPPER/SHREDDER, EDGER, GRINDER, PAINTER, OVERSEEDER, RAKE, SEEDER, SOD CUTTER, TILLER, TOPDRESSER, TRIMMER, & VACUUM (NOT INCLUDING MOWER)
Group No. 17	515-630	MOWER, LAWN, WALK/STAND-BEHIND, OCCASIONAL/RESIDENTIAL TYPE
Group No. 18	515-630	MOWER, LAWN, WALK/STAND-BEHIND, PROFESSIONAL/COMMERCIAL TYPE
Group No. 19	515-630	MOWER/TRACTOR, LAWN, RIDING TYPE
Group No. 20	515-630	MOWER/TRACTOR, LAWN & GARDEN, RIDING TYPE
Group No. 21	515-630	MOWER, FRONT (REAR WHEEL STEERING), RIDING TYPE
Group No. 22	515-630	MOWER, ZERO TURN RADIUS, RIDING TYPE
Group No. 23	515-630	MOWER, WIDE-AREA, RIDING TYPE
Group No. 24	515-900	GOLF & TURF EQUIPMENT, OTHER (NOT INCLUDED IN OTHER GROUPS)
* - Applicable Commodity Codes are provided for general information purposes only. Eligible Users must confirm the appropriate and applicable Commodity Code(s) to be used.		

The Contract is intended to cover only those Construction, Industrial, Agricultural, and Lawn Equipment Commodities generally used by the State of Florida as listed and described herein, and does not include all varieties of equipment that are commercially available. Commodities not eligible, permitted, included, or available under the requirements, specifications, terms, and conditions of the Contract include, but are not limited to, portable generators, pressure washers, specialty forestry equipment, and street-legal small utility vehicles (a.k.a. Low-Speed Vehicles ["LSVs"], Neighborhood Electric Vehicles ["NEVs"]). The Department in its sole discretion shall determine the eligibility and acceptability of all Commodities available and included under the Contract. The Contractor will be responsible for removing all non-eligible and unacceptable Commodities under the Contract.

Delivery of non-conforming Commodities and contractual services, which are not remedied as required herein, shall be cause for default proceedings and / or Contract termination.

6.3 Commodity Specifications and Standards

The Commodity Specifications and Standards are based on the known needs of Eligible Users and best information available to the Department at the time the Commodity Specifications and Standards were created.

The following specifications and standards form a part of the overall Technical Specifications except as modified or noted herein.

All Commodities, including all Base Equipment; OEM Options, Accessories, & Implements; OEM Parts; and their respective features, equipment, and components, must individually and jointly comply with the following:

- All Commodities shall be designed, constructed, equipped, assembled (except as specified in Section 5.15, Transportation and Delivery), and installed (OEM Parts do not include installation) to be fully suitable for their intended use, purpose, and service;
- All Commodities shall be new and unused (except as specified in Section 5.15, Transportation and Delivery), for the current Manufacturer's model year or later, of current or recent production, and of the latest design and construction;
- All Commodities shall be bio-diesel (B-20), compressed natural gas ("CNG"), diesel, electric, gasoline (E-10 to E-85), liquefied petroleum gas ("LPG"), natural gas, or propane powered;
- All Commodities shall include all OEM standard features, equipment, and components, Manufacturer or Dealer installed according to the Manufacturer's standard procedures, requirements, and specifications;
- All Commodities shall be free of damage and / or rust which may affect appearance or serviceability;
- All Commodities shall comply with current legal, customary, reasonable, and prudent standards of professionalism and care in the industry;
- All Commodities shall comply with current mandatory and applicable federal and State of Florida motor vehicle, mobile equipment, legal, safety, and environmental standards and requirements; and
- All Commodities shall meet the requirements, specifications, terms, and conditions herein.

No Contractor's or Dealer's advertising or identification (name, logos, etc.) is permitted on the Commodities, including all Base Equipment; OEM Options, Accessories, & Implements; OEM Parts; and their components. Commodity Manufacturer's advertising or identification (name, model, logos, etc.) shall be permitted on the respective Commodities if such advertising or identification is a Manufacturer's standard on the specific Commodity. The Department in its sole discretion will determine what is Contractor's or Dealer's advertising or identification, what is Commodity Manufacturer's advertising or identification, and what advertising or identification is acceptable. The Contractor shall be responsible for removing, without damage, all unacceptable advertising or identification.

Delivery of non-conforming Commodities and contractual services, which are not remedied as required herein, shall be cause for default proceedings and / or Contract termination.

6.4 Federal and State Standards

It is the intent of the Department that all specifications herein are in full and complete compliance with all federal and State of Florida laws, requirements, and regulations applicable to the type and class of Commodities and contractual services being provided. This includes, but is not limited to, Federal Motor Vehicle Safety Standards ("FMVSS"), Occupational Safety and Health Administration ("OSHA"), Environmental Protection Agency ("EPA") Standards, and State of Florida laws, requirements, and regulations that apply to the type and class of Commodities and contractual services being provided. In addition, any applicable federal or State legislation that should become effective during the term of the Contract, including any renewals, regarding the Commodities and contractual services' specifications, safety, and environmental requirements shall immediately become a part of the Contract. The Contractor must meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the Contractor and Authorized Dealer must contact the Contract Manager immediately.

Delivery of non-conforming Commodities and contractual services, which are not remedied as required herein, shall be cause for default proceedings and / or Contract termination.

6.5 Testing

Samples of delivered Commodities and contractual services may be selected at random by the Department or Eligible User and tested for compliance with the requirements, specifications, terms, and conditions.

Delivery of non-conforming Commodities and contractual services, which are not remedied as required herein, shall be cause for default proceedings and / or Contract termination.

6.6 Warranty

The Manufacturer's Standard Warranty shall cover all Commodities and contractual services of the Contract. The Manufacturer's Standard Warranty is required to provide coverage against defective material, workmanship, and failure to perform in accordance with the specifications and required performance criteria. The Manufacturer's Standard Warranty coverage must be identical to or exceed the most inclusive of those normally provided for the Commodities and contractual services specified herein that are sold to any state or local governments. The Manufacturer's Standard Warranty shall have a minimum term of one (1) year from the date of Acceptance, Section 5.16, and will begin only at the time of Acceptance by the Eligible User.

Should the Manufacturer's Standard Warranty conflict with any requirements, specifications, terms, or conditions of the Contract, the Contract requirements, specifications, terms and conditions shall prevail. The Manufacturer's Standard Warranty terms and conditions are not part of the Contract requirements, specifications, terms, and conditions.

Delivery of non-conforming Commodities and contractual services, which are not remedied as required herein, shall be cause for default proceedings and / or Contract termination.

6.7 Commodity Compliance and Compatibility

It is the Contractor's responsibility to insure that the Commodity / Commodities supplied are compliant with the Contract requirements, specifications, terms, and conditions. Additionally, the Contractor must insure that the Commodity / Commodities ordered by the Eligible User are fully compatible with each other and with any associated pre-existing Commodity / Commodities possessed by the Eligible User and pre-disclosed to the Contractor by the Eligible User. The Contractor's acceptance of the Eligible User's Purchase Order shall indicate that the Contractor agrees to deliver Commodity / Commodities

that will be fully compliant and compatible with the Contract requirements, specifications, terms, and conditions.

In the event any ordered Base Equipment; OEM Options, Accessories, & Implements; OEM Parts; and their respective features, equipment, and components are found by the Eligible User to be missing, incorrect, defective, damaged, non-compatible, or non-compliant, the Contractor shall, at the Eligible User's discretion, be required to do one of the following:

- Install or repair the Base Equipment; OEM Options, Accessories, & Implements; OEM Parts; and their respective features, equipment, and components;
- Replace the Base Equipment; OEM Options, Accessories, & Implements; OEM Parts; and their respective features, equipment, and components; or
- Refund the purchase price of the applicable Base Equipment; OEM Options, Accessories, & Implements; and OEM Parts to the Eligible User.

Any changes necessary after the delivery of the Commodity / Commodities that are required to bring a Commodity / Commodities into compliance and / or compatibility due to an incorrect order fulfillment by the Contractor will be accomplished at the Contractor's expense.

Delivery of non-conforming Commodities and contractual services, which are not remedied as required herein, shall be cause for default proceedings and / or Contract termination.

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SECTION 7.0
PRICE SHEET & ORDERING INSTRUCTIONS AND FORMS

CONTENTS:

- 7.1 PRICE SHEET & ORDERING INSTRUCTIONS**
(MICROSOFT EXCEL™ ATTACHMENT REQUIRING SEPARATE DOWNLOAD; SUBMITTED ORIGINAL(S) MAINTAINED BY THE DEPARTMENT OF MANAGEMENT SERVICES.)
- 7.2 SOLICITATION PREPARATION CHECKLIST**
(SUBMITTED ORIGINAL(S) MAINTAINED BY THE DEPARTMENT OF MANAGEMENT SERVICES.)
- 7.3 MANUFACTURER'S CERTIFICATION**
(SUBMITTED ORIGINAL(S) MAINTAINED BY THE DEPARTMENT OF MANAGEMENT SERVICES.)
- 7.4 SAVINGS / PRICE REDUCTIONS**
(SUBMITTED ORIGINAL(S) MAINTAINED BY THE DEPARTMENT OF MANAGEMENT SERVICES.)
- 7.5 CONTRACT SIGNATURE PAGE**
(PLEASE NOTE: THIS DOCUMENT IS PROVIDED FOR REFERENCE PURPOSES AND IS NOT REQUIRED TO BE SUBMITTED AS PART OF A SOLICITATION RESPONSE. HOWEVER, SHOULD THE DEPARTMENT DETERMINE TO MAKE AWARD, SUBMITTAL OF THIS DOCUMENT IN DUPLICATE SHALL BE REQUIRED. ANY SUBMITTED ORIGINAL(S) MAINTAINED BY THE DEPARTMENT OF MANAGEMENT SERVICES.)
- 7.6 CERTIFICATION OF DRUG-FREE WORKPLACE**
(SUBMITTED ORIGINAL(S) MAINTAINED BY THE DEPARTMENT OF MANAGEMENT SERVICES.)

[The remainder of this page is intentionally left blank (other than footer information).]

7.2 Solicitation Preparation Checklist

The Solicitation Preparation Checklist is a guide to assist the Respondent in verifying the completeness of their response. The Solicitation Preparation Checklist does not relieve the Respondent of the responsibility of ensuring that all requirements of the solicitation are met with submittal of their response. Check off each of the following as you comply:

_____ The Respondent has fulfilled all Sales Summary, Usage Fee, and Transaction Fee reporting and payment requirements as specified in the requirements, terms, and conditions of all previous or existing agreements with State of Florida agencies.

_____ Download, read, understand, and agree to the entire solicitation, including all attachments (ITB No. 03-760-000-S; Construction, Industrial, Agricultural, & Lawn Equipment: Sections 1.0 through 7.6 of the solicitation, and the MyFloridaMarketPlace RFX Info tab contents).

_____ Review and abide by the Timeline, Section 1.2 of the solicitation.

_____ If necessary, review the MyFloridaMarketPlace Sourcing Tool Online Training Guide and / or receive assistance from the MyFloridaMarketPlace Customer Service Desk at 866-FLA-EPRO (866-352-3776) or vendorhelp@myfloridamarketplace.com.

_____ Submit any Questions via the MyFloridaMarketPlace Q&A Board, no later than as specified in the Timeline, Section 1.2 of the solicitation.

_____ View the Department's Answers to the submitted questions as posted in any Addendum or Amendment to the solicitation on the MyFloridaMarketPlace Sourcing Tool and / or Vendor Bid System.

_____ Download the Price Sheet & Ordering Instructions (Section 7.1), review carefully, enter required discounts and information on the Price Sheet & Ordering Instructions, and upload the Price Sheet & Ordering Instructions to the MyFloridaMarketPlace Sourcing Tool as required.

_____ Provide answers to all required questions within the MyFloridaMarketPlace Sourcing Tool.

_____ Submit response using the MyFloridaMarketPlace Sourcing Tool.

_____ Mail any required documents and forms specified in Section 3.9, Submittal of Response, of the solicitation documents to the attention of:

Christopher P. Walker, FCCM
Purchasing Analyst
Division of State Purchasing
Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, FL 32399-0950

The outer packaging shall clearly state Solicitation Title, Solicitation Number, and Solicitation Opening Date and Time.

7.3 Manufacturer's Certification

This is to certify that _____
Organization Name

is the Manufacturer or Manufacturer's authorized Dealer of _____.
Manufacturer / Brand Name

BY: _____

DATE: _____

MANUFACTURER NAME: _____

ADDRESS: _____

TELEPHONE NUMBER(S): _____

E-MAIL: _____

AUTHORIZED EMPLOYEE NAME: _____

TITLE: _____

SIGNATURE: _____

NOTE: THE MANUFACTURER'S CERTIFICATION FORM MUST BE COMPLETED AND SUBMITTED PER SECTION 3.9.6, MANUFACTURER'S CERTIFICATION.

7.4 Savings / Price Reductions

The Respondent is required to furnish the combined average percent (%) savings offered compared to MSRP, retail, list, published, or other usual and customary prices that would be paid by the purchaser without benefit of a contract resulting from this solicitation.

DATE _____

Competitive Discounts offered in Section 7.1, Price Sheet & Ordering Instructions, provide [Insert Savings % for Commodities Offered in Table Below] % combined average savings off of the MSRP, retail, list, published, or other usual and customary prices for:

GROUP	COMBINED AVERAGE % SAVINGS OFF MSRP
Group No. 1	%
Group No. 2	%
Group No. 3	%
Group No. 4	%
Group No. 5	%
Group No. 6	%
Group No. 7	%
Group No. 8	%
Group No. 9	%
Group No. 10	%
Group No. 11	%
Group No. 12	%
Group No. 13	%
Group No. 14	%
Group No. 15	%
Group No. 16	%
Group No. 17	%
Group No. 18	%
Group No. 19	%
Group No. 20	%
Group No. 21	%
Group No. 22	%
Group No. 23	%
Group No. 24	%
TOTAL AVERAGE:	%

HOW CAN WE VERIFY THE CLAIMED SAVINGS (example: retail or other usual and customary prices published at [URL], or other source of benchmark prices [supply documents])?

AUTHORIZED SIGNATURE: _____

TELEPHONE NUMBER: _____

RESPONDENT NAME: _____

IF CONTRACT AWARDED, STATE PURCHASING ANALYST / SPECIALIST TOOK THE FOLLOWING
STEPS TO VERIFY THE SAVINGS OFFERED:

WHAT WERE THE RESULTS? _____

PURCHASING ANALYST / SPECIALIST: _____

PUR 7064 (Rev 2/04)

7.5 Contract Signature Page

CONTRACT

This Contract, effective the last date signed below, is by and between the State of Florida, Department of Management Services ("Department"), an agency of the State of Florida with offices at 4050 Esplanade Way, Tallahassee, Florida 32399-0950, and the entity identified below as Contractor ("Contractor").

The Contractor responded to the Department's Invitation to Bid ("ITB") No. 03-760-000-S; Construction, Industrial, Agricultural, & Lawn Equipment. The Department has determined to accept select Contractor's offers and to enter into this Contract in accordance with the requirements, specifications, terms, and conditions of the solicitation.

Accordingly, and in consideration of the mutual promises contained in the Contract documents, the Department and the Contractor do hereby enter into this Contract, which is a state term contract authorized by section 287.042(2)(a) of the Florida Statutes (2001). The term of the Contract begins on the Contract Formation Date, per Section 2.17, and expires June 30, 2012. The Contract consists of the following documents, which, in case of conflict, shall have priority in the order listed, and which are hereby incorporated as if fully set forth:

- Any written Amendments to the Contract
- Section 6.0, Technical Specifications
- Section 5.0, Special Conditions
- Section 4.0, General Contract Conditions [PUR1000 (10/06)]
- This document, Section 7.5, Contract Signature Page
- Section 7.1, Price Sheet & Ordering Instructions
- Section 3.0, Special Instructions to Respondents
- Section 2.0, General Instructions to Respondents [PUR1001 (10/06)]
- Any Purchase Order under the Contract
- Contractor's Response

State of Florida, Date
Department of Management Services
By: Linda H. South, Secretary

Contractor Name: _____
Street Address or P.O. Box: _____
City, State, Zip: _____

(Seal)

By: Date
Its' (Title):

Approved as to form and legality by the Department of
Management Services, General Counsel's Office:

Print Name: _____ Date: _____

7.6 Certification of Drug-Free Workplace

Section 287.087 of the Florida Statutes provides that, where identical tie offers are received, one preference shall be given to an offer received from a Respondent that certifies it has implemented a drug-free workforce program. Please sign below and return this form to certify that your business has a drug-free workplace program.

- 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 the solicitation a copy of the statement specified in Subsection (1).
- 4) In the statement specified in Subsection (1), notify the employees, as a condition of working on the commodities or contractual services that are under the solicitation, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements. False statements are punishable at law.

DATE: _____

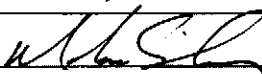
ORGANIZATION NAME: _____

BY: _____

Authorized Signature _____ Print Name and Title _____



CITY OF PORT ORANGE
(State of Florida Contract Piggyback)

Eligible User¹:	City of Port Orange, Florida
Department:	Public Works
State Contract Number:	760-000-10-1
State Contract Description:	Construction, Industrial & Lawn Equipment
State Contract Contractor:	Deere & Company
Contractor's Authorized Dealer:	South Daytona Tractor
Commodity or Service:	Gator Utility Vehicles & Grounds Mower
State Contract Term:	4/27/2010 to 12/31/2013
Piggyback Term:	12/31/2013 to 6/30/2015
Does the State Contract term expire before the end of the City's Fiscal Year?	Yes ☒ No ☐
Amount of Expenditure:	\$26,354.34
Contract Administrator:	Jeff Fontane, Fleet Manager
Department Head:	Mike Silvey
Signature:	
Date Signed:	12/24/2014

[CA 4679]

¹ Eligible User(s) include all governmental agencies. Governmental agency means any local government, or any department, commission, agency, or other instrumentality thereof. 287.042(21)(c), Florida Statutes.

VEH #	DEPT	YR	MAKE	DESCRIPTION	REPLACEMENT	VENDOR/NOTES	PIGGYBACK CONTRACT	PRICE
VENDOR: DEERE AND COMPANY, DELIVERING DEALER: SOUTH DAYTONA TRACTOR								
STATE CONTRACT 780-000-10-1 PIGGYBACK								
8043	4400	2004	JOHN DEERE	GATOR ATV	JOHN DEERE GATOR	JOHN DEERE	STATE 780-000-10-1	7,129.90
	CH-100	2000	JOHN DEERE	GATOR ATV 2	JOHN DEERE GATOR 1E ELECTRIC	JOHN DEERE	STATE 780-000-10-1	19,224.44
				TOTAL				26,354.34
VENDOR: DEERE AND COMPANY, DELIVERING DEALER: BEARD EQUIPMENT								
STATE CONTRACT 780-000-10-1 PIGGYBACK								
8254	4400	2005	JOHN DEERE	2663A GROUNDS MOWER	JOHN DEERE 2663B MOWER	JOHN DEERE	STATE 780-000-10-1	28,095.80
				TOTAL				28,095.80
								54,449.14

EXHIBIT "1"



JOHN DEERE



Quote Id: 10531646

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580;
DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

South Daytona Tractor & Mwer
3000,a South Ridgewood Ave.
South Daytona, FL 321193543
386-760-5067
SDTM@BELLSOUTH.NET

Prepared For:

City Of Port Orange

Proposal For:

Delivering Dealer:

Randy Smith

South Daytona Tractor & Mwer
3000,a South Ridgewood Ave.
South Daytona, FL 321193543

386-760-5067

SDTM@BELLSOUTH.NET

Quote Prepared By:

RANDY SMITH

386-747-9338

smithrds@bellsouth.net

Date: 04 November 2014

Offer Expires: 05 December 2014

Confidential

EXHIBIT "1"

**City of Port Orange
Requisition**

Date	<u>1/6/2015</u>	Purchase Order #	_____
Vendor	<u>Deere & Company</u> <u>2000 John Deere Run</u> <u>Cary, NC. 27513</u>	Ship To	<u>City of Port Orange</u> <u>Public Works Dept.</u> <u>407 Virginia Av</u>
Contact:	<u>Randy Smith-So. Day. Tractor</u>	Requisition #	_____
Phone:	<u>386-760-5067</u>		
Fax:	<u>386-767-9854</u>		
Email:	<u>smithrds@bellsouth.net</u>		
Vendor #:	<u>251937</u>		
Requested by:	<u>Jeff Fontane</u>	Fund	<u>505</u>
		Dept	<u>1000</u>
		Division	<u>519</u>

Quantity	Description	Unit of Measure	Unit Price	Total Cost	Element
1	John Deere Gator TS	ea	5,847.14	5,847.14	64-00
	Options			0.00	
1	Front Bumper	ea	168.40	168.40	
1	Cargo Box Power Lift	ea	689.23	689.23	
1	Poly Bedliner	ea	285.26	285.26	
1	Brake Light Kit	ea	139.87	139.87	
				0.00	
				0.00	
				0.00	
				0.00	
	State Contract #760-000-10-01			0.00	
	Spec #12			0.00	
				0.00	
				0.00	
Grand Total				7,129.90	

Justification: Replaces #8043. Parks Dept.

Vendor Quotes - Prices quoted must be FOB Port Orange, FL - 2,000.00 to 8,000.00 quotes must be attached.

Vendor Name	Confirmed To	Terms	Total Amount	Delivery

Funds are available in the account(s) cited to support this procurement.

Any one item with an acquisition cost of \$2,000 or more:

Finance Dept.

City Manager

I hereby certify that the Articles above specified are necessary
for use in this department and that they are to be used solely for the City.



Department Head

Purchasing Agent

EXHIBIT "1"



JOHN DEERE

Barry



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
 Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580;
 DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
 South Daytona Tractor & Mwer
 3000,a South Ridgewood Ave.
 South Daytona, FL 321193543
 386-760-5067
 SDTM@BELLSOUTH.NET

Quote Summary

Prepared For:
 City Of Port Orange
 Jeff Fontane
 407 Virginia Ave
 Port Orange, FL 32127
 Business: 386-506-5779
 jfontane@port-orange.org

Gold
Vend...
Kirk...

Delivering Dealer:
 South Daytona Tractor & Mwer
 Randy Smith
 3000,a South Ridgewood Ave.
 South Daytona, FL 321193543
 Phone: 386-760-5067
 Mobile: 386-747-9338
 smithrds@bellsouth.net

Quote ID: 10530374
Created On: 04 November 2014
Last Modified On: 04 November 2014
Expiration Date: 05 December 2014

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE Gator TS	\$ 8,290.58	\$ 7,129.90 X	1 =	\$ 7,129.90
Contract: Construction_Industrial_AG_L&G_760-000-10-1				
Price Effective Date: April 14, 2014				

Equipment Total **\$ 7,129.90**

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 7,129.90
Trade in	
SubTotal	\$ 7,129.90
Total	\$ 7,129.90
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 7,129.90

Parker & Ken
8043

Salesperson : X _____

Accepted By : X _____

Confidential

EXHIBIT "1"

**JOHN DEERE**

Selling Equipment



Quote Id: 10530374

Customer Name: CITY OF PORT ORANGE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 38-2382580;
DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

South Daytona Tractor & Mwer
3000,a South Ridgewood Ave.
South Daytona, FL 321193543
386-760-5067
SDTM@BELLSOUTH.NET

JOHN DEERE Gator TS

Contract: Construction_Industrial_AG_L&G_760-000-10-1

Price Effective Date: April 14, 2014

Suggested List *

\$ 8,290.58

Selling Price *

\$ 7,129.90

* Price per Item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
560KM	Gator TS	1	\$ 6,799.00	14.00	\$ 951.86	\$ 5,847.14	\$ 5,847.14
0202	US/Canada	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
1001	Cayman Turf Tires	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
2000	Non Adjustable Seat	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
4010	Less Power Lift	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
5210	Less Protection Package	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
5310	Less Front Bumper & Brush Guard	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
6010	Less Rear Receiver Hitch	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
	Standard Options Total		\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
BM23765	Cargo Box Power Lift Kit	1	\$ 801.43	14.00	\$ 112.20	\$ 689.23	\$ 689.23
BM21474	Poly Bedliner 40 In.	1	\$ 331.70	14.00	\$ 46.44	\$ 285.26	\$ 285.26
BM24590	Brake / Tail Light Kit	1	\$ 162.64	14.00	\$ 22.77	\$ 139.87	\$ 139.87
BM23458	Front Bumper	1	\$ 195.81	14.00	\$ 27.41	\$ 168.40	\$ 168.40
	Dealer Attachments Total		\$ 1,491.58		\$ 208.82	\$ 1,282.76	\$ 1,282.76
Suggested Price							\$ 7,129.90
Total Selling Price			\$ 8,290.58		\$ 1,160.68	\$ 7,129.90	\$ 7,129.90

Confidential

EXHIBIT "1"



JOHN DEERE



Quote Id: 10530374

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 38-2382580;
DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

South Daytona Tractor & Mwer
3000,a South Ridgewood Ave.
South Daytona, FL 321193543
386-760-5067
SDTM@BELLSOUTH.NET

Prepared For:

City Of Port Orange

Proposal For:

Delivering Dealer:

Randy Smith

South Daytona Tractor & Mwer
3000,a South Ridgewood Ave.
South Daytona, FL 321193543

386-760-5067

SDTM@BELLSOUTH.NET

Quote Prepared By:

RANDY SMITH

386-747-9338

smithrds@bellsouth.net

Date: 04 November 2014

Offer Expires: 05 December 2014

Confidential

EXHIBIT "1"

JOHN DEERE TURF & UTILITY PRODUCTS

UTILITY VEHICLES AND EQUIPMENT

Gator TS

Equipment for Base Machine

ENGINE:
 11 Engine HP * (351cc)
 Single Cylinder, Air-cooled,
 4-Cycle Gasoline
 Overhead Valves
 Full Pressure Lubrication
 System (Filter Optional)
 Replaceable Single Element
 (Dry Type) Air Cleaner
 with Remote Intake
 5.2 Gallon (19.7 L) Fuel
 Capacity
 Solid State 12V Ignition
ELECTRICAL:
 Electric Start
 13 Amp, Regulated Alternator
 140 CCA Battery
 Two 37.5 Watt Halogen
 Headlights
TRANSAXLE/TRANSMISSION:
 Continuously Variable
 Transmission (CVT)
 Single-speed Transaxle
 20 mph (32.2 kph) Maximum
 Forward Speed
 Rear Traction Assist
 Rear Internal Wet Disk Brakes
 Wet Disk Hand-Operated
 Park Brake
 1-3/8 In. (35 mm) Forged
 Rear Axles
 Two Rear Drive Wheels
STEERING/FRONT
SUSPENSION:
 Rack and Pinion Steering
 Independent Front Suspension
 Spring-Over-Shock Single

A-Arm Design
 1 In. (25 mm) Front Spindles
FRAME/STYLED PARTS:
 Arc Welded Uni-Body Frame
 Thermoplastic Elastomer
 Polyolefin (TPO) Hood
 and Fenders
OPERATOR STATION:
 Mid-Back Bucket
 Seats
 Walk-Through Platform
 Park Brake Indicator Light
 Hip Restraint Bars
 (Driver and Passenger)
 Passenger Grab Handle
 Glove Box
 Two Cup Holders
 Fuel Gauge
 Hour Meter
 12V DC Outlet
DIMENSIONS:
 101.4 In. Long x 60 In.
 Wide x 43.6 In. High
 (2575 mm x 1524 mm)
 900 Lbs. (408 kg.) Total
 Payload Capacity Which
 Includes:
 200 Lbs. (91 kg) Driver,
 200 Lbs. (91 kg) Passenger
 and 500 Lbs (227 kg) in
 Cargo Box
 Towing Capacity: 900 Lbs.
 (408 kg)
 11.25 ft. Turning Radius
 Ground Clearance (Under
 Transaxle): 6 In. (153 mm)
 Ground Clearance (Under Foot

Platform): 9.8 In. (330 mm)
CARGO BOX:
 39.5 In. Long x 49 In. Wide
 x 9 In. Deep (1003 mm x
 1245 mm x 229 mm)
 10.1 Ft (.29 m) Capacity
 500 Lbs. (227 kg) Box
 Capacity
 Tilting Box
 Hinged (Bottom) Tailgate
 Removable
 Load Guard
 Hold Down Latch and Prop Rod
TIRES:
 Front: 2-22.5x10.00-8 4 Ply
 Cayman KT (Knobby)
 Rear: 2-25x12.00-9 4 Ply
 Cayman KT (Knobby)
SAFETY VIDEO TAPE:
 Safety & Operational Video
 *Engine HP is Provided by the
 Engine Manufacturer to be
 Used For Comparison
 Purposes Only, Actual
 Operating HP will be
 Less.

CODE	ATTACHMENT IDENTIFIER	DESCRIPTION
------	-----------------------	-------------

SUGGESTED LIST PRICE
USD (\$)

Select One Code From Each Required Category

BASE MACHINE

F.O.B. Janesville, Wisconsin

560KM	Gator TS Base Machine Suggested List Price Does Not Include \$300 USD Destination Charge.	5,799.00
-------	--	----------

DESTINATION

0202	US/Canada	In Base Price
0230	Australia/New Zealand	Same Price
0195	Mexico	Same Price

WHEELS WITH TIRES (FOUR)

1000	Cayman KT (Knobby) Tires	In Base Price
1001	Cayman Turf Tires	Same Price

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EXHIBIT "1"

**JOHN DEERE TURF & UTILITY PRODUCTS
UTILITY VEHICLES AND EQUIPMENT**

**Gator TS
Continued**

CODE	ATTACHMENT IDENTIFIER	DESCRIPTION	SUGGESTED LIST PRICE USD (\$)
WHEELS WITH TIRES (FOUR) Continued...			
1002		Cayman AT (All Terrain) Tires	230.00
DRIVER SEAT			
2000		Non Adjustable Seat	In Base Price
2001		Adjustable Seat	86.00
CARGO BOX POWER LIFT			
4000		Cargo Box Power Lift	749.00
4010		Less Power Lift Prop Rod Included.	In Base Price
PROTECTION PACKAGE			
5200		Package Consists of: Front Bumper / Brush Guard, Bedliner, Front Fender Guard and Rubber Floor Mats <i>Must order 5310 option code when ordering 5200 option code. Package Priced at 10% Discount.</i>	833.00
5210		Less Protection Package	In Base Price
FRONT BUMPER & BRUSH GUARD			
5300		Front Bumper & Brush Guard	325.00
5310		Less Front Bumper & Brush Guard	In Base Price
REAR RECEIVER HITCH			
6000		1.25 In. (38mm) Rear Receiver Hitch	78.00
6010		Less Rear Receiver Hitch	In Base Price
Attachments-Order as Desired			
9435		Spanish North American Kit: Spanish North American Operator's Manual and Decal Kit	No Charge
ATTACHMENTS FOR FIELD CONVERSION			
BM22800		Cabs/Roofs/Windshields: Deluxe Glass Cab <i>Includes Front Windshield (Excluding Wiper), Glass Doors and Glass Rear Window.</i> <i>Remote Cargo Box Release Kit is required if vehicle is not equipped with Cargo Box Power Lift.</i> <i>Heavy Duty Front Suspension Kit is recommended with Cab Installation (Already standard on TE).</i>	4,086.33

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EXHIBIT "1"

**JOHN DEERE TURF & UTILITY PRODUCTS
UTILITY VEHICLES AND EQUIPMENT**

**Gator TS
Continued**

CODE	ATTACHMENT IDENTIFIER	DESCRIPTION	SUGGESTED LIST PRICE USD (\$)
		ATTACHMENTS FOR FIELD CONVERSION Continued...	
BM22138		Electrical Kit - Deluxe Glass Cab <i>Kit Includes Wiring Harness, Overhead Console and Roof Headliner. Required for Deluxe Glass Cab electrical accessories.</i>	224.70
BM21645		Exterior Mirrors (2) Kit <i>Requires Deluxe Glass Cab.</i>	177.61
BM23678		Forced-Air Heater Kit	2,326.19
BM21856		Interior Light Kit - Deluxe Cab <i>Requires Electrical Kit.</i>	59.91
LP45544		Sunshade <i>Available through Order Zone.</i>	468.00
BM21846		Visor (1) Kit - Deluxe cab	72.78
BM21466		Windscreen	287.83
BM21648		Windshield Washer Kit <i>Requires Electrical Kit.</i>	177.61
BM21462		Windshield Wiper Kit <i>Requires Electrical Kit.</i>	303.89
VGB10133		Cargo Box Options / Storage: Cargo Box Bed Mat	119.84
BM23765		Cargo Box Power Lift Kit	801.43
BM23456		Front Hood Rack <i>Requires Front Bumper / Brush Guard for mounting. Not compatible with Massey Cab.</i>	248.24
LPMB4611GB		Gator Tool Box <i>Contact Dealer for pricing.</i>	275.00
BM21474		Poly Bedliner 40 In.	331.70
BM21853		Remote Cargo Box Release Kit <i>Required if equipped with Deluxe Glass Cab and manual cargo box release. Compatible for use with steel cargo box only.</i>	115.56
BM22776		Side Storage Box	215.07
LPPCT10LXATV		Carts / Hitches: 10AT Cart <i>Available through Order Zone</i>	579.00
LPPCT17ATJD		17AT Cart <i>Available through Order Zone.</i>	799.00
LPUT21JD		21 Steel Utility Cart <i>Available through Order Zone</i>	919.00
PM05101		Ball Mount - 1.875 in. (48mm)	10.73
PM05201		Ball Mount - 2 in. (51mm)	11.80

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EXHIBIT "1"

**JOHN DEERE TURF & UTILITY PRODUCTS
UTILITY VEHICLES AND EQUIPMENT**

**Gator TS
Continued**

CODE	ATTACHMENT IDENTIFIER	DESCRIPTION	SUGGESTED LIST PRICE USD (\$)
		ATTACHMENTS FOR FIELD CONVERSION Continued...	
	BM23989	Drawbar, 1.25 in. (38mm)	36.39
	BM17801	Rear Hitch	46.01
	BM23839	Rear Receiver Hitch, 1.25 in. (38mm) <i>No drawbar nor ball is included with the hitch.</i>	83.46
	BM20414	Custom & High Performance: Heavy-Duty Suspension Kit <i>Recommended when using a deluxe cab or front mounted blades. Heavy-Duty Suspension is standard on Gator TE.</i>	170.13
	BM22610	High Capacity Alternator Kit (TS Only)	371.29
	BM22543	Rough Terrain Kit <i>Throttle stabilizer.</i>	97.37
	AM108382	Engine: Recoil Start Kit	77.13
	LP10312	Hunting / Camo: Gun Boot IV GATOR Metal Mounting Bracket <i>Available through Order Zone.</i>	63.49
	LP10316	Gun Boot IV, Black <i>Compatible with Gun Boot IV Metal Mounting Bracket. Available through Order Zone.</i>	59.49
	LP83103	Vehicle Cover, Cab / ROPS - Camo	119.99
	BM24805	Lights / Signals: Backup Alarm Kit	103.79
	BM22405	Beacon Light	384.13
	BM21649	Beacon Light Kit - Deluxe Cab <i>Requires Electrical Kit.</i>	384.13
	BM24580	Brake / Tail Light Kit	162.64
	BM22720	Deluxe Light Kit <i>Kit includes front and rear turn signals, brake and tail lights, and hazards. Front lights double as side mirrors, rear lights function as turn signals and brake lights.</i>	395.90
	BM21651	Front Light Kit - Deluxe Cab <i>Requires Electrical Kit.</i>	300.67
	BM23183	Horn Kit	97.37
	BM21652	Rear Light Kit - Deluxe Cab <i>Requires Electrical Kit.</i>	222.56
	BM25000	Protection: Floor Mat	80.26
	BM23458	Front Bumper <i>Includes Front Receiver Hitch.</i>	195.81

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EXHIBIT "1"

**JOHN DEERE TURF & UTILITY PRODUCTS
UTILITY VEHICLES AND EQUIPMENT**

**Gator TS
Continued**

CODE	ATTACHMENT IDENTIFIER	DESCRIPTION	SUGGESTED LIST PRICE USD (\$)
ATTACHMENTS FOR FIELD CONVERSION Continued...			
BM23459		Front Bumper/Brush Guard <i>Includes front receiver hitch.</i>	347.76
BM23457		Front Fender Guard <i>Requires Front Bumper or Front Bumper/Brushguard</i>	165.86
LP83547		Gator Cover <i>Not compatible with Deluxe Cab. Available through Order Zone.</i>	98.99
LP92624		Seat Cover (Deluxe Medium) - Yellow <i>Available through Order Zone.</i>	42.99
LP92324		Seat Cover - Yellow <i>Available through Order Zone.</i>	26.99
LP93107		Vehicle Cover, Cab / ROPS - Black <i>Fits all Models Equipped with OPS and Deluxe Cab Structure.</i>	108.99
BM23799		Seats / Wheels / Tires: Parts For Adjustable Driver's Seat	92.01
TY24328		Tire Chains (Pair) for 24x12.00-12 In. Drive Tires	89.40
TY15958		Tire Chains (Pair) for 26x12-12 Tires	97.67
M153216		Spanish North American Kit: Spanish Operator's Manual	See Parts
LP20850		Sprayers / Pressure Washers: 25 Gallon Bed Sprayer <i>Available through Order Zone.</i>	489.95
LP20851		45 Gallon Bed Sprayer	549.95
LP22908		45 Gallon High Performance Sprayer	804.95
LP20485		45 Gallon Tow-Behind Sprayer	624.95
LPGP2700GH		GatorPal High Pressure Washer (2700 psi, Honda engine) <i>Contact Dealer for pricing.</i>	2,899.00
LPGP2700GS		GatorPal High Pressure Washer (2700 psi, Subaru engine) <i>Contact Dealer for pricing.</i>	2,879.00
LP22885		HP 150 in. Precision Boom <i>Compatible with all High Performance Sprayers Available through Order Zone</i>	238.95
LP38863		HP 45 Gallon Sprayer - Tow Behind	684.95
LP22884		HP Boomless Nozzles <i>Compatible with all High Performance Sprayers. Available through Order Zone.</i>	145.95
LP22911		HP Standard Gator Boom <i>Compatible with all High Performance Sprayers. Available through Order Zone.</i>	64.95

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EXHIBIT "1"

JOHN DEERE TURF & UTILITY PRODUCTS
UTILITY VEHICLES AND EQUIPMENT

Gator TS
Continued

CODE	ATTACHMENT IDENTIFIER	DESCRIPTION	SUGGESTED LIST PRICE USD (\$)
		ATTACHMENTS FOR FIELD CONVERSION Continued...	
		Winch:	
BM24442		Warn® Winch (3000 Lb.) Requires Front Bumper or Front Bumper/Brush Guard for Front Mount. Requires Rear Receiver Hitch for Rear Mount. Requires Rear Multi-Mount Harness (AM137110) for Rear Mount. VGA10439 (battery wiring harness) required for 6X4 vehicles (TH Gas, TH Diesel, M-Gator A1).	879.54
BM21392		Winch Accessories Kit Accessory kit includes 1/2" shackle, 9,000 lbs. maximum capacity snatch block, (2) 1"x8' tree trunk protectors, and (1) pair of WARN winching gloves.	132.89

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EXHIBIT "1"

City of Port Orange Resolution

Date	<u>1/8/2015</u>		Purchase Order #		
Vendor	<u>Deere & Company</u>		Ship To	<u>City of Port Orange</u>	
	<u>2000 John Deere Run</u>				
	<u>Cary, NC. 27513</u>			<u>Public Works Dept.</u>	
Contact:	<u>Randy Smith-So. Daytona Tractor</u>				
Phone:	<u>386-780-5067</u>			<u>407 Virginia Av</u>	
Fax:	<u>386-787-9854</u>				
Email:	<u>smithrds@bellsouth.net</u>		Requisition #		
Vendor #:	<u>251937</u>				
Requested by:	<u>Jeff Fontane</u>	Fund	<u>505</u>	Dept.	<u>1000</u>
				Division	<u>519</u>

[illegible]

Justification: Cypress Head Golf Course equipment replacements

Vendor Quotes - Prices quoted must be FOB Port Orange, Fl - 2,000.00 to 8,000.00 quotes must be attached.

Vendor Name	Confirmed To	Terms	Total Amount	Delivery

Funds are available in the account(s) cited to support this procurement.

Any one item with an acquisition cost of \$2,000 or more:

Finance Dept.

City Manager

I hereby certify that the Articles above specified are necessary for use in this department and that they are to be used solely for the City.

Department Head

Purchasing Agent

EXHIBIT "1"



JOHN DEERE



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580;
DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

South Daytona Tractor & Mwer
3000,a South Ridgewood Ave.
South Daytona, FL 321193543
386-760-5067
SDTM@BELLSOUTH.NET

Quote Summary

Prepared For:

City Of Port Orange
Jeff Fontane
407 Virginia Ave
Port Orange, FL 32127
Business: 386-506-5779
jfontane@port-orange.org

Delivering Dealer:

South Daytona Tractor & Mwer
Randy Smith
3000,a South Ridgewood Ave.
South Daytona, FL 321193543
Phone: 386-760-5067
Mobile: 386-747-9338
smithrds@bellsouth.net

Quote ID: 10531646

Created On: 04 November 2014

Last Modified On: 04 November 2014

Expiration Date: 05 December 2014

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE Gator TE Electric Utility Vehicle	\$ 11,177.00	\$ 9,612.22 X	2 =	\$ 19,224.44
Contract: Construction_Industrial_AG_L&G_760-000-10-1				
Price Effective Date: April 14, 2014				

Equipment Total **\$ 19,224.44**

* Includes Fees and Non-contract items

CHGC X2

Quote Summary

Equipment Total	\$ 19,224.44
Trade In	
SubTotal	\$ 19,224.44
Total	\$ 19,224.44
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 19,224.44

Salesperson : X _____

Accepted By : X _____

Confidential

EXHIBIT "1"



JOHN DEERE

Selling Equipment



Quote Id: 10531648

Customer Name: CITY OF PORT ORANGE

ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580;
DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:

South Daytona Tractor & Mwer
3000,a South Ridgewood Ave.
South Daytona, FL 321193543
386-760-5067
SDTM@BELLSOUTH.NET

JOHN DEERE Gator TE Electric Utility Vehicle

Contract: Construction_Industrial_AG_L&G_760-000-10-1

Price Effective Date: April 14, 2014

Suggested List *

\$ 11,177.00

Selling Price *

\$ 9,612.22

* Price per item - includes Fees and Non-contract items

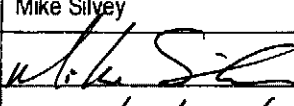
Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
563JM	Gator TE Electric Utility Vehicle	2	\$ 11,099.00	14.00	\$ 1,553.86	\$ 9,545.14	\$ 19,090.28
0202	US/Canada	2	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
1001	Cayman Turf Tires	2	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
2000	Non Adjustable Seat	2	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
3000	Deluxe Cargo Box with Paint & Reflectors	2	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
3101	Less Converter	2	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
4010	Less Power Lift	2	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
5010	Less Front Protection Package	2	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
5110	Less Rear Protection Package	2	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
6000	1.25 In. (38mm) Rear Receiver Hitch	2	\$ 78.00	14.00	\$ 10.92	\$ 67.08	\$ 134.16
	Standard Options Total		\$ 78.00		\$ 10.92	\$ 67.08	\$ 134.16
Suggested Price							\$ 19,224.44
Total Selling Price			\$ 11,177.00		\$ 1,564.78	\$ 9,612.22	\$ 19,224.44

Confidential

EXHIBIT "1"



CITY OF PORT ORANGE
(State of Florida Contract Piggyback)

Eligible User¹:	City of Port Orange, Florida
Department:	Public Works
State Contract Number:	760-000-10-1
State Contract Description:	Construction, Industrial & Lawn Equipment
State Contract Contractor:	Deere & Company
Contractor's Authorized Dealer:	Beard Equipment
Commodity or Service:	2653A Grounds Mower
State Contract Term:	4/27/2010 to 12/31/2013
Piggyback Term:	12/31/2013 to 6/30/2015
Does the State Contract term expire before the end of the City's Fiscal Year?	Yes ☒ No ☐
Amount of Expenditure:	\$28,095.60
Contract Administrator:	Jeff Fontane, Fleet Manager
Department Head:	Mike Silvey
Signature:	
Date Signed:	12/29/2014

[CA 4679]

¹ Eligible User(s) include all governmental agencies. Governmental agency means any local government, or any department, commission, agency, or other instrumentality thereof. 287.042(21)(c), Florida Statutes.

VEH #	DEPT	YR	MAKE	DESCRIPTION	REPLACEMENT	VENDOR/NOTES	PIGGYBACK CONTRACT	PRICE
VENDOR: DEERE AND COMPANY, DELIVERING DEALER: SOUTH DAYTONA TRACTOR								
STATE CONTRACT 780-000-10-1 PIGGYBACK								
8043	4400	2004	JOHN DEERE	GATORATV	JOHN DEERE GATOR	JOHN DEERE	STATE 780-000-10-1	7,129.90
	CHGC	2000	JOHN DEERE	GATOR ATV 2	JOHN DEERE GATOR TE ELECTRIC	JOHN DEERE	STATE 780-000-10-1	19,224.44
				TOTAL				26,354.34
VENDOR: DEERE AND COMPANY, DELIVERING DEALER: BEARD EQUIPMENT								
STATE CONTRACT 780-000-10-1 PIGGYBACK								
8254	4400	2005	JOHN DEERE	28534 GROUND S MOWER	JOHN DEERE 28539 MOWER	JOHN DEERE	STATE 780-000-10-1	28,085.60
				TOTAL				28,085.60
								54,439.94

EXHIBIT "1"



JOHN DEERE

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 38-2382580;
DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

Beard Equipment Company
2480 East I-65 Service Rd N
Mobile, AL 36617
800-848-8563
hbloch@beardequipment.com

Quote Summary

Prepared For:

City Of Port Orange
407 Virginia Ave
Port Orange, FL 32127

Delivering Dealer:

Beard Equipment Company
Steve Ciardullo
2480 East I-65 Service Rd N
Mobile, AL 36617
Phone: 800-848-8563
sclardullo@beardequipment.com

Quote ID: 10577461
Created On: 13 November 2014
Last Modified On: 13 November 2014
Expiration Date: 13 December 2014

Equipment Summary

JOHN DEERE 2653B PrecisionCut
Trim and Surrounds Mower

Contract: Construction_Industrial_AG_L&G_760-000-10-1

Price Effective Date: August 4, 2014

Selling Price	Qty	Extended
\$ 28,095.60 X	1 =	\$ 28,095.60

Equipment Total

\$ 28,095.60

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 28,095.60
Trade In	
SubTotal	\$ 28,095.60
Total	\$ 28,095.60
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 28,095.60

Salesperson : X _____

Accepted By : X _____

Confidential

EXHIBIT "1"

Requisition

Requested by: Jeff Fontane Fund 505 Dept. 1000 Division 519

Grand Total	28,095.60
--------------------	------------------

Vendor Name	Confirmed To	Terms	Total Amount	Delivery

Any one item with an acquisition cost of \$2,000 or more:

City Manager

for use in this department and that they are to be used solely for the City.

 _____

Department Head

Purchasing Agent

EXHIBIT "1"



JOHN DEERE

Quote Id: 10577461

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580;
DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

Beard Equipment Company
2480 East I-65 Service Rd N
Mobile, AL 36617
800-848-8563
hbloch@beardequipment.com

Prepared For:

City Of Port Orange



Proposal For:

Delivering Dealer:

Steve Ciardullo

Beard Equipment Company
2480 East I-65 Service Rd N
Mobile, AL 36617

hbloch@beardequipment.com

Quote Prepared By:

Steve Ciardullo

sciardullo@beardequipment.com

Replaces 8254 4900

Date: 13 November 2014

Offer Expires: 13 December 2014

Confidential

EXHIBIT "1"

**JOHN DEERE**

Selling Equipment

Quote Id: 10577461

Customer Name: CITY OF PORT ORANGE

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 38-2382580;
DUNS#: 60-7690989**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**Beard Equipment Company
2480 East I-85 Service Rd N
Mobile, AL 36617
800-848-8563
hbloch@beardequipment.com**JOHN DEERE 2653B PrecisionCut Trim and Surrounds Mower**

Hours:

Stock Number:

Contract: Construction_Industrial_AG_L&G_760-000-10-1

Selling Price *

Price Effective Date: August 4, 2014

\$ 28,095.60

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
1224TC	2653B PrecisionCut Trim and Surrounds Mower	1	\$ 24,729.00	22.00	\$ 5,440.38	\$ 19,288.62	\$ 19,288.62
001A	US/Canada	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
0443	All Other Countries	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
1207	(3) QA7 Eight Blade 30 In. Cutting Units	1	\$ 9,341.00	22.00	\$ 2,055.02	\$ 7,285.98	\$ 7,285.98
1319	(3) 3 In. (7.6 cm) Diameter Heavy Duty Machined Grooved Disc Front Rollers	1	\$ 1,527.00	22.00	\$ 335.94	\$ 1,191.06	\$ 1,191.06
1402	(3) Cutting Unit ONLY Counter Weight Kit	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
2009	Standard Seat	1	\$ 423.00	22.00	\$ 93.06	\$ 329.94	\$ 329.94
Standard Options Total			\$ 11,291.00		\$ 2,484.02	\$ 8,806.98	\$ 8,806.98

Suggested Price**\$ 28,095.60**

Total Selling Price

\$ 36,020.00

\$ 7,021.40 \$ 28,095.60 \$ 28,095.60

Confidential

EXHIBIT "1"



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 01/06/2015

Consent item: Yes

SUBJECT: Purchase of Toro Landscape Maintenance equipment from Wesco Turf

DEPARTMENT: Public Works

RECOMMENDED MOTION: To approve the purchase of the equipment on the attached spreadsheet from Wesco Turf for a total of \$46,269.11 using the State Contract # 760-000-10-1 and authorizing the Mayor and City Clerk to execute contract documents as necessary.

SUMMARY: Public Works recommends piggybacking on State Contract # 760-000-10-1 to purchase landscape maintenance equipment from Wesco Turf as per the attached summary.

Project No.: Funding Account No.: 505-1000-519-6400

ATTACHMENTS:

1.	Wesco Purchases - Parks	Wesco Turf 1.pdf
2.	Wesco Purchases - Cypress Head	Wesco Turf 2.pdf
3.	Toro Equipment Purchases from Wesco Turf	Toro Equipment Purchases - Wesco Turf.pdf
4.	State Contract 760-000-10-1	State Contract 760-000-10-1 Equipment.doc
5.	State Contract Piggyback Agreement - Wesco Turf	State Contract Piggyback Agreement - Wesco Turf.pdf

Fontane, Jeff
Silvey, Mike
Gomez, Joseph
Riehm, Tracey
Roberts, Margaret
Harden, David

Created/Initiated - 12/16/2014
Approved - 12/16/2014
Approved - 12/16/2014
Approved - 12/22/2014
Approved - 12/30/2014
Final Approval - 12/30/2014



2101 Centu Court, Sarasota Florida 34232-6242
Phone: (941) 377-6777 Fax: (941) 379-9636

300 Technology Park, Lake Mary Florida 32746
Phone: (407) 333-3600 Fax: (407) 732-5039

7037-37 Commonwealth Avenue, Jacksonville, FL 32220
Phone: (904) 783-0500 Fax: (904) 783-3835

City of Port Orange
Jeff Fontane
407 Virginia Av
Port Orange FL 32127

Please note: All pricing is valid for thirty (30) days

REFERENCE: STATE CONTRACT #760-000-10-1

Quote #14-1106 SC Aerator 687 and Pro Pass 200

November 6, 2014

Qty.	Model	Description	TORO MSRP	Disc	State Cont. Price	Extended Price
Aerator 687						
1	44860	Aerator 687	\$6,560.00		\$5,182.40	\$ 5,182.40
96	01-283-0040	6" Slicing Blade Tine **PP	\$7.81		\$7.81	\$ 749.76
1	44866	Weight Set	\$391.00		\$308.89	\$ 308.89
Total Price for 1 Unit(s)						\$ 6,241.05
ProPass 200 Base Model with Twin Spinner						
1	44701	ProPass 200 Base Model with Twin Spinner	\$10,416.00		\$8,853.60	\$ 8,853.60
1	44704	ProPass Tow-Type Chassis (No Fenders)	\$2,266.00		\$1,926.10	\$ 1,926.10
1	44713	ProPass 11 HP Hydraulic Power Pack	\$2,710.00		\$2,303.50	\$ 2,303.50
1	44705	ProPass Fender Kit (Required)	\$453.00		\$385.05	\$ 385.05
Total Price for 1 Unit(s)						\$ 13,468.25

Terms: Net 30

Equipment Total \$ 19,709.30
State Sales Tax (0% + 0% County Surtax) Tax Exempt
Total \$ 19,709.30

Please indicate your acceptance of this quote as an order by signing below and returning via fax to Wesco Turf, Inc. at 866-348-9981 or 407-732-5039.
Please include your preference for Height of Cut where applicable.

Jeff Fontane

Date

City of Port Orange

The above quote meets or exceeds ANSI Safety Specification. Toro Commercial Equipment carries a two-year or 1500 hour warranty. Toro Consumer / Landscape Contractor Equipment carries a one-year limited warranty.

The preceding pricing is good for 30 days, not including Florida Sales Tax, after which time new pricing would have to be submitted. Also included in the pricing is training as needed for your Service Technicians. Time of delivery may vary; please check when placing order. All payments are subject to state and local taxes, if any.

Thank you for considering Wesco Turf, Inc. for your equipment needs. If I can be of any further assistance, please do not hesitate to contact me.

Sincerely,

Bill Wallace

Bill Wallace
Territory Manager
Sports Fields & Grounds Division
Lake Mary
321-403-1074



November 19, 2014

Jeff Fontane
Fleet Superintendent
City of Port Orange Cypress Head
407 Virginia Avenue
Port Orange, FL 32127

Dear Jeff Fontane

Thank you for your interest in Wesco Turf. Per your request, I am pleased to submit the enclosed quotation. This quotation meets or exceeds ANSI Safety Specifications. Toro Commercial Equipment carries a two-year or 1500 hour warranty. **Pricing is valid for (30) days from the date of quotation. Time of delivery may vary; please check when placing order.**

State Contract Number - 760-000-10-1 - Lawn Equipment

Ordering Information

Please make all purchase orders out to :

Wesco Turf, Inc.
Attn: Florida State Contract
300 Technology Park
Lake Mary, FL 32746

Payment Information

Please send checks to :

Wesco Turf, Inc.
P.O. Box 300006
Duluth, GA 30096-0300

Please fax your purchase order to Wesco Turf at 941.487.6889.

Should you have any further questions regarding this proposal, please do not hesitate to contact me or our office. My direct phone number and email are listed below for your convenience. Once again, thank you for your consideration of Wesco Turf.

Best regards,

Bill Wallace

Territory Manager
Commercial Division
Lake Mary
321-403-1074



Requisition

Date 1/6/2015

Purchase Order #

Vendor **Wesco Turf, Inc.**

Ship To City of Port Orange

300 Technology Park

Public Works Dept.

Lake Mary, FL. 32746

Contact: Bill Wallace

407 Virginia Av

Phone: 321-403-1074

Fax: 941-487-6889

Requisition #

Email: bill.wallace@wescoturf.com

Vendor #: 259088

Requested by: Jeff Fontane	Fund	505	Dept.	1000	Division	519
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Quantity	Description	Unit Measure	Unit Price	Total Cost	Element
1	44538 Pro Force Debris Blower	ea	6,745.81	6,745.81	64-00
		ea			
1	Toro Groundsmaster 3280 Reel Mower	ea	14,110.98	14,110.98	
	Options:	ea			
1	72" Side Discharge Deck	ea	4,421.63	4,421.63	
1	Milsco Seat	ea	350.76	350.76	
1	Air Ride Suspension	ea	534.83	534.83	
1	12V Electrical Accessory Power Port	ea	117.71	117.71	
1	35lb Rear Weight	ea	208.67	208.67	
1	MVP 400 Hr. Maintenance Kit	ea	64.38	64.38	
2	325-8 cap screws	ea	2.40	4.80	
2	Lockwashers	ea	0.12	0.24	
	State Contract #760-000-10-01-Lawn Equipment	ea			
		ea			
		Grand Total		26,559.81	

Justification: Cypress Head Golf Course replacement equipment

Vendor Quotes - Prices quoted must be FOB Port Orange, Fl - 2,000.00 to 8,000.00 quotes must be attached.

Vendor Name	Confirmed To	Terms	Total Amount	Delivery

Funds are available in the account(s) cited to support this procurement.

Any one item with an acquisition cost of \$2,000 or more:

Finance Dept.

City Manager

I hereby certify that the Articles above specified are necessary

for use in this department and that they are to be used solely for the City.

Department Head

Purchasing Agent



2101 Cantu Court, Sarasota Florida 34232-6242

300 Technology Park, Lake Mary Florida 32746

7037-37 Commonwealth Avenue, Jacksonville, FL 32220

November 19, 2014

Jeff Fontane
City of Port Orange Cypress Head
407 Virginia Avenue
Port Orange, FL 32127

Customer: 305068 Cypress Head Golf Club
Ship To: 310237 Cypress Head / City of Port Orange
6231 Palm Vista Street
Port Orange, FL 32128-6949

Dear Jeff Fontane,

Per your request, I am pleased to submit a quotation on the following equipment.

State Contract: 760-000-10-1
All pricing is valid for thirty (30) days

Qty.	Model	Description	MSRP	Discount	State Contract Price	
1	30344	Groundsmaster 3280-D 2WD - 170lb Re	\$ 17,862.00	21%	\$ 14,110.98	H.O.C.
1	31336	72" Side Discharge Deck	\$ 5,597.00	21%	\$ 4,421.63	
1	30398	Milsco Seat	\$ 444.00	21%	\$ 350.76	
1	30313	Air Ride Seat Suspension	\$ 677.00	21%	\$ 534.83	
1	30382	12V Power Port/Electrical Accessory Kit	\$ 149.00	21%	\$ 117.71	
1	24-5790-01	Rear Weight (1-35 lb. weight)	\$ 208.67		\$ 208.67	
2	325-8	Capscrew 1/2 13 x 2" **PP	\$ 4.80		\$ 4.80	Requested
2	3253-7	Lockwasher 1/2 **PP	\$ 0.24		\$ 0.24	Delivery Date
1	30051	MVP KIT-GM3280D - 400 Hour Maintena	\$ 64.38		\$ 64.38	
Total Price for 1 Unit(s)			\$ 25,007.09		\$ 19,814.00	
1	44538	Pro Force™ Debris Blower	\$ 8,539.00	21%	\$ 6,745.81	Requested
Total Price for 1 Unit(s)			\$ 8,539.00		\$ 6,745.81	Delivery Date

Terms: Net 30

Equipment Total	\$ 26,559.81
State Sales Tax (0% + 0% County Surtax)	Tax Exempt
Total	\$ 26,559.81

The above quote meets or exceeds ANSI Safety Specification. Toro Commercial Equipment carries a two-year or 1500 hour warranty.

The preceding pricing is good for 30 days, not including Florida Sales Tax, after which time new pricing would have to be submitted. Time of delivery may vary; please check when placing order. All payments are subject to state and local taxes.

Thank you for considering Wesco Turf, Inc. for your equipment needs. If I can be of any further assistance, please do not hesitate to contact me.

Sincerely,

WESCO TURF, INC.

Bill Wallace

Territory Manager
Commercial Division
Lake Mary

PND/mcg
Port Orange 111914.qt State Contract 13
Email PDF to Salesman.



November 19, 2014

Jeff Fontane
Fleet Superintendent
City of Port Orange Cypress Head
407 Virginia Avenue
Port Orange, FL 32127

Dear Jeff Fontane

Thank you for your interest in Wesco Turf. Per your request, I am pleased to submit the enclosed quotation. This quotation meets or exceeds ANSI Safety Specifications. Toro Commercial Equipment carries a two-year or 1500 hour warranty. **Pricing is valid for (30) days from the date of quotation. Time of delivery may vary; please check when placing order.**

State Contract Number - 760-000-10-1 - Lawn Equipment

Ordering Information

Please make all purchase orders out to :

**Wesco Turf, Inc.
Attn: Florida State Contract
300 Technology Park
Lake Mary, FL 32746**

Payment Information

Please send checks to :

**Wesco Turf, Inc.
P.O. Box 300006
Duluth, GA 30096-0300**

Please fax your purchase order to Wesco Turf at 941.487.6889.

Should you have any further questions regarding this proposal, please do not hesitate to contact me or our office. My direct phone number and email are listed below for your convenience. Once again, thank you for your consideration of Wesco Turf.

Best regards,

Bill Wallace

Territory Manager
Commercial Division
Lake Mary
321-403-1074

TORO

VEH #	DEPT	YR	MAKE	DESCRIPTION	REPLACEMENT	VENDOR/NOTES	PIGGYBACK CONTRACT	PRICE
VENDOR: WESCO TURF, INC.								
NEW	4400		TORO	AERATOR 687 ATTACHMENT	TORO AERATOR 687 ATTACHMENT	WESCOTURF	STATE 760-000-10-1	6,241.05
NEW	4400		TORO	PROPASS 200 TOPDRESSER	TORO PROPASS 200 TOP DRESSER	WESCOTURF	STATE 760-000-10-1	13,468.25
	CHGC	1982	BUFFALO	BLOWER	TORO PROFORCE DEBRIS BLOWER	WESCOTURF	STATE 760-000-10-1	6,745.81
6877	CHGC	2000	TORO	TURFCAT GROUNDMASTER 228	TORO GROUNDMASTER 3280D	WESCOTURF	STATE 760-000-10-1	19,814.00
				TOTAL				46,269.11



FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

state purchasing

We serve those who serve Florida

**STATE TERM CONTRACT NUMBER 760-000-10-1
CONSTRUCTION, INDUSTRIAL, AGRICULTURAL & LAWN EQUIPMENT**

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT, effective as of July 25, 2014 or the last date signed below (This "Agreement"), is by and between the State of Florida, Department of Management Services (the "Department"), and Magic Circle Corporation d/b/a Dixie Chopper (Assignor) and authorizes the assignment to Jacobsen Professional Lawn Care, Inc. d/b/a Dixie Chopper, (Assignee), of all obligations under the State Term Contract No. 760-000-10-1 (Contract).

WHEREAS, the Department awarded the Contract to Assignor for the provision of Construction, Industrial and Agricultural Equipment; and,

WHEREAS, Jacobsen Professional Lawn Care, Inc., purchased the assets of Assignor in February 2014; and

WHEREAS, Assignor wishes to assign all of its rights, duties and obligations under the Contract to Assignee; and,

WHEREAS, paragraph 4.29 of the Contract requires the prior written consent of the Department to assign the Contract; and

WHEREAS, the Department consents to the assignment of the Contract to the Assignee :

NOW THEREFORE, for the mutual covenants contained herein, the Parties hereto agree as follows:

1. Assignor and Assignee agree that the Assignor shall assign all its right, title, and interest and delegate all its obligations, responsibilities and duties in the Contract to Assignee.
2. The Department consents to the assignment.
3. Assignor agrees to defend and indemnify the Department from any and all claims, actions, judgments, liabilities, proceedings and costs, including reasonable attorneys' fees and other costs of defense and damages, resulting from Assignor's performance prior to the assignment of the contract and resulting from Assignee's performance after the assignment of the Contract, provided however, that after the assignment of the Contract the Department shall first look to Assignee to satisfy all claims, actions, judgments, liabilities, proceedings and costs, including reasonable attorneys' fees and other costs of defense and damages resulting from Assignee's performance.
4. The Parties agree that this Assignment establishes a new contractual relationship between the Department and Assignee.
5. Assignee agrees to indemnify the Department from any and all claims, actions, judgments, liabilities, proceedings and costs, including reasonable attorneys' fees and other costs of defense and damages, resulting from Assignee's performance after the assignment of the Contract.



FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

state purchasing

We serve those who serve Florida

**STATE TERM CONTRACT NUMBER 760-000-10-1
CONSTRUCTION, INDUSTRIAL, AGRICULTURAL & LAWN EQUIPMENT**

ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT made this 15 day of July 2014, by and between Golf Ventures Inc. hereinafter "Assignor", having its principal office at P.O. Box 5501 Lakeland, Florida and Jacobsen, a Division of Textron, hereinafter "Assignee", having its principal office at 11108 Quality Drive Charlotte, NC, and the State of Florida Department of Management Services hereinafter "Department" having its principal office at 4050 Esplanade Way, Tallahassee, Florida 32399. The Parties agree as follows:

WHEREAS, Assignor entered into a state term contract with the Department on April 27, 2010, identified as Construction, Industrial, Agricultural & Lawn Equipment hereinafter "Contract";

WHEREAS, Assignor wishes to assign all of its rights, duties and obligations under the Contract to Assignee; and

WHEREAS, Paragraph 4.29 of the Contract requires the prior written consent of the Department to assign this Contract;

NOW THEREFORE, for the mutual covenants contained herein, the parties hereto agree as follows:

1. Assignor and Assignee agree to the Assignment of the Contract.
2. Assignee accepts the assignment of all of Assignor's obligations, responsibilities and duties under the Contract and all of Assignor's right, title and interest to the Contract.
3. The Parties agree that this Assignment of the Contract establishes a new contractual relationship between the Department and the Assignee.
4. The Department consents to this assignment of Contract.
5. Assignor agrees to defend and indemnify the Department from any and all claims, actions, judgments, liabilities, proceedings and costs, including reasonable attorneys' fees and other costs of defense and damages, resulting from Assignor's performance prior to the assignment of the contract and resulting from Assignee's performance after the assignment of the Contract, provided however, that after the assignment of the Contract the Department shall first look to Assignee to satisfy all claims, actions, judgments, liabilities, proceedings and costs, including reasonable attorneys' fees and other costs of defense and damages resulting from Assignee's performance.
6. Assignee agrees to indemnify the Department from any and all claims, actions, judgments, liabilities, proceedings and costs, including reasonable attorneys' fees and other costs of defense and damages, resulting from Assignee's performance after the assignment of the Contract.

AMENDMENT NO. 3
Renewal No. 2
To State Term Contract 760-000-10-1
Construction, Industrial, Agricultural and Lawn Equipment

This Amendment No. 3 (Amendment) is effective December 31, 2013, or the last date signed by both parties, to the Construction, Industrial, Agricultural and Lawn Equipment Contract, No. 760-000-10-1, effective between the State of Florida, Department of Management Services (Department) and (Contractor). The Department and Contractor are collectively referred to herein as the "Parties." All capitalized terms used herein shall have the meaning assigned to them in the Agreement, unless otherwise defined herein.

WHEREAS the Contract was originally entered on April 27, 2010 with the Contractor for the provision of Construction, Industrial, Agricultural and /or Lawn Equipment, and is scheduled to expire on December 31, 2013; and

WHEREAS upon mutual agreement, the Customer and the Contractor agree to amend the Contract, in accordance with section 4.26, Renewal; and

THEREFORE, in consideration of the mutual promises contained below, and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1.0 Contract Amendment. Pursuant to section 4.26, Renewal, the current State Term Contract No. 760-000-10-1, is renewed for 18 months and will expire June 30, 2015.

2.0 Effect. Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect.

3.0 Conflict. To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall supersede.

4.0 Warrant of Authority. Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

5.0 Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of the successors and permitted assignors of the parties hereto.

6.0 Entire Agreement. Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

State of Florida, Department of Management Services: (Contractor)

By: _____

Name: Kelley J. Scott

Title: Director of State Purchasing and Chief Procurement Officer

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

AMENDMENT NO. 2
To State Term Contract 760-000-10-1
Construction, Industrial, Agricultural, and Lawn Equipment

This Amendment No. 2 ("Amendment"), effective as of July 1, 2012, to the Construction, Industrial, Agricultural, and Lawn Equipment, State Term Contract No. 760-000-10-1 ("Contract") effective as of April 28, 2010, between the State of Florida, Department of Management Services ("Department" or "Customer") and Contractor. Department and Contractor are collectively referred to herein as the "Parties." All capitalized terms used herein shall have the meaning assigned to them in the Contract, unless otherwise defined herein.

WHEREAS the Department awarded the above referenced Contract to Contractor for the provisions of Construction, Industrial, Agricultural, and Lawn Equipment; and

WHEREAS the Parties have agreed to all terms and condition of an executed Amendment No 1; and

THEREFORE, in consideration of the mutual promises contained below, and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1.0 Contract Amendment. Pursuant to sections 4.26 and 5.2 of the State Term Contract, the State Term Contract No. 760-000-10-1 is renewed for a period of eighteen months at the same terms and conditions, with a new contract expiration date of December 31, 2013.

2.0 Effect. Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect.

3.0 Conflict. To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.

4.0 Warrant of Authority. Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

State of Florida,
Department of Management Services:

By: _____
Name: Kelly Loll, C.P.M.
Title: Chief Procurement Officer &
Director of State Purchasing
Date: _____

Approved as to form and legality

By: _____
Office of the General Counsel
Florida Department of Management Services

Contractor:

By: _____
Name: _____
Title: _____
Date: _____

AMENDMENT NO. 1
To State Term Contract 760-000-10-1
Construction, Industrial, Agricultural and Lawn Equipment

This Amendment No. 1 ("Amendment"), is effective June 01, 2012, or the last date signed by both parties, to the Construction, Industrial, Agricultural and Lawn Equipment Contract No. 760-000-10-1, effective between the State of Florida, Department of Management Services ("Department" or "Customer") and Contractor. Department and Contractor are collectively referred to herein as the "Parties." All capitalized terms used herein shall have the meaning assigned to them in the Agreement, unless otherwise defined herein.

WHEREAS the Contract was originally entered on April 28, 2010 with Contractor for the provision of Construction, Industrial, Agricultural and Lawn Equipment, and is scheduled to expire on June 30, 2012; and

WHEREAS upon mutual agreement, the Customer and the Contractor agree to amend the Contract, in accordance with section **4.42 Modification of Terms**; and

THEREFORE, in consideration of the mutual promises contained below, and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1.0 MSRP List and Price Adjustment. Section 5.8, of Contract No. 760-000-10-1, is superseded and entirely replaced with the following:

5.8 MSRP List and Price Adjustment. The per Commodity Group and Manufacturer / Brand Name Department authorized MSRP List will be contained or referenced in Section 7.1, Price Sheet & Ordering Instructions. The Department authorized MSRP List shall be based on the Section 7.1, Price Sheet & Ordering Instructions, Commodity Group and Manufacturer / Brand Name, and in accordance with the Contract requirements, specifications, terms, and conditions.

The Contract's initial MSRP List shall be based on the Section 7.1, Price Sheet & Ordering Instructions, Commodity Group and Manufacturer / Brand Name MSRP List awarded under the Contract's solicitation. The Department authorized per Commodity Group and Manufacturer / Brand Name MSRP List for use under the Contract may be updated from time-to-time as specified herein; however, the per Commodity Group and Manufacturer / Brand Name Base Equipment MSRP Discount; OEM Options, Accessories, & Implements MSRP Discount; and OEM Parts MSRP Discount shall not decrease for the length of the Contract, during both the original and any renewal term(s) of the Contract. At any time during the Contract, during both the original and any renewal term(s) of the Contract, the Contractor may request an increase of the per Commodity Group and Manufacturer / Brand Name Base Equipment MSRP Discount; OEM Options, Accessories, & Implements MSRP Discount; and OEM Parts MSRP Discount. The Department may, in its sole discretion, accept or deny any requested per Commodity Group and Manufacturer / Brand Name Base Equipment MSRP Discount; OEM Options, Accessories, & Implements MSRP Discount; and OEM Parts MSRP Discount increases. If a per Commodity Group and Manufacturer / Brand Name Base Equipment MSRP Discount; OEM Options, Accessories, & Implements MSRP Discount; and OEM Parts MSRP Discount increase request is approved by the Department, it shall not become effective for new orders placed by Eligible Users until the Department approved effective date and posting by the Department. Any Department approved updates to the MSRP List, if Department approved, shall be based on the Section 7.1, Price Sheet & Ordering Instructions, Commodity Group and Manufacturer / Brand Name, and in accordance with the Contract requirements, specifications, terms, and conditions.

During the Contract Period of Agreement, Section 5.2, including any renewal term(s), after the first twelve (12) months following the start of the Contract term, and no more often than one (1) time per calendar year, the Contractor may request to use an updated per Commodity Group and Manufacturer / Brand Name MSRP List for use under the Contract. The Contractor shall advise the Department of a request for a per Commodity Group and Manufacturer / Brand Name MSRP List update in writing (email is acceptable) and received by the Contract Manager no later than sixty (60) days prior to the requested effective date of the proposed update. However, the

Department will not consider a per Commodity Group and Manufacturer / Brand Name MSRP List update request received by the Contract Manager within one hundred fifty (150) days of Contract termination, including any renewal term(s). The Contractor fully agrees that any per Commodity Group and Manufacturer / Brand Name MSRP List update request must:

- include a detailed request letter identifying the requested per Commodity Group and Manufacturer / Brand Name MSRP List information to be used in the Section 7.1, Price Sheet & Ordering Instructions, per Commodity Group and Manufacturer / Brand Name [Include MSRP List Name, MSRP List Date, and MSRP List Pages / Sections] field;
- be from the most current per Commodity Group and Manufacturer / Brand Name MSRP List publicly listed and verifiable at the time of the requested MSRP List update;
- include the applicable requested per Commodity Group and Manufacturer / Brand Name MSRP List in accordance with Section 3.9.5, Supporting Documents, MSRP List;
- be in accordance with the requirements, specifications, terms, and conditions of the Contract.

The Department may, in its sole discretion, accept or deny any requested per Commodity Group and Manufacturer / Brand Name MSRP List update. If a per Commodity Group and Manufacturer / Brand Name MSRP List update request is approved by the Department, it shall not become effective for new orders placed by Eligible Users until the Department approved effective date and posting by the Department.

2.0 Reporting Requirements. Section 5.17, of Contract No. 760-000-10-1, is superseded and entirely replaced with the following:

5.17 Sales Summary and Transaction Fee Reports.

Each Contractor shall submit a sales report on a Quarterly basis. Reporting periods coincide with the State Fiscal Year:

- Quarter 1- (July-September)
- Quarter 2 - (October-December)
- Quarter 3 - (January-March)
- Quarter 4 - (April-June)

Each Quarterly Sales Report must be in Excel format and shall include:

- Contractor's Name and contact information as required on the Department of Management Services "Contract Quarterly Report"
- Detail of time period covered by included data
- Total sales including detail of list price and contract price
- Transaction detail shall include the following:
-

Part Number/SKU	Your product part number if applicable	
Item / Service Name	Given name of Item or Service	
MFG	Manufacturer, Publisher, Service Provider	
Item Category	Description of the product category, according to attached	table
Item Subcategory	Additional grouping for item	
Product Description	Additional detail for item	
Customer Name	State Agencies, Universities, Political Subdivisions, Other Eligible	Users
NIGP Code	National Institute of Government Procurement code	
Florida Commodity Code	Florida Commodity Code	
UOM	Unit of Measure	
UOM Description	Description of unit of measure (see example)	
Volume Qty	Number of items/services purchased/provided	
Order Date	Order date	
Date Delivered	Delivered date to customer	
Purchase Type	Purchase Order, Payment Card, Other	
List Price	List price (Market + fee contracts use market price)	
Contract Price	Contracted price with state per contract terms	
Additional Fields	Any new information related to your company's	products/services

Failure to provide quarterly and annual sales reports, including no sales, within thirty (30) calendar days following the end of each quarter (January, April, July and October) and/or contract year may result in the contract supplier being found in default and cancellation of the contract by the Department. Upon request, the Contractor shall report to the Department, spend with certified and other minority business enterprises. Reports must include the period covered, the name, minority code and Federal Employer Identification Number of each minority vendor utilized during the period, commodities and services provided by the minority business enterprise, and the amount paid to each minority vendor on behalf of each purchasing agency ordering under the terms of this contract. Initiation and submission of the Contract Sales Summaries are to be the responsibility of the Contractor without prompting or notification by the Contract Manager. The Contractor will submit the completed Contract Sales Summary forms by email to the Contract Manager.

Additionally, each Contractor is required to submit monthly Transaction Fee Reports in electronic format. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and Vendor training presentations available online at the Transaction Fee Reporting and Vendor Training subsections under Vendors on the MyFloridaMarketPlace website (located at <http://dms.myflorida.com/mfmp>). Assistance is also available with the Transaction Fee Reporting System from the MyFloridaMarketPlace Customer Service Desk at feeprocessing@myfloridamarketplace.com or 866-FLA-EPRO (866-352-3776) between the hours of 8:00 AM to 5:30 PM Eastern Time.

3.0 Employment Verification. Pursuant to State of Florida Executive Orders Nos.: 11-02 and 11-116, Contractor is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Contractor during the contract term. Also, Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify employment of all new employees hired by the subcontractor during the contract term.

4.0 Scrutinized Company List. In executing this contract, Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. Pursuant to section 287.135(5), F.S., Contractor agrees the Department may immediately terminate this contract for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the contract.

5.0 Preferred Pricing. The Contractor agrees to submit to the Department, at least annually, an affidavit from an authorized representative attesting that the Contractor is in compliance with the preferred pricing provision in Section 4(b) of form PUR 1000.

6.0 Warrant of Authority. Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

7.0 Effect. Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect.

State of Florida,
Department of Management Services:

By: _____

Name: Kelly Loll, C.P.M.

**Chief Procurement Officer &
Title: Director of State Purchasing**

Date: _____

Contractor:

By: _____

Name: _____

Title: _____

Date: _____

Approved as to form and legality

By: _____

Office of the General Counsel

Date

Department of Management Services

CERTIFICATION OF CONTRACT

TITLE: Construction, Industrial, Agricultural, and Lawn Equipment

CONTRACT NO.: 760-000-10-1

ITB NO.: 03-760-000-S

EFFECTIVE: April 28, 2010 through June 30, 2012

1ST RENEWAL: July 1, 2012 through December 31, 2013

2nd RENEWAL: January 1, 2014 through June 30, 2015

CONTRACTOR(S): *revised 7/25/2014

ADM Ventures, Inc. dba Mackinnon Equipment and Services (A)
Alamo Industrial d/b/a Alamo Sales Corp. (A)
American SportWorks LLC (A)
Ariens Company – Gravely (A)
Bobcat Company (A)
CNH America LLC (A)
Excel Industries Inc. d/b/a Hustler Turf Equipment (A)
Florida Outdoor Equipment, Inc. (R)
Golf Ventures (A)
G S Equipment, Inc. (A)
Gulf Coast Turf and Tractor LLC d/b/a Gulf Coast Tractor and Equipment (A)
John Deere Company – A Division of Deere & Company (C&CE Division) (A)
Kelly Tractor Co. (A)
Live Oak Lawn Supply, Inc. (R)
*Jacobsen Professional Lawn Care, Inc. d/b/a Dixie Chopper (A)
*Jacobsen, a Division of Textron (A)
Nortrax Equipment Company SE LP (A)
Ring Power Corporation (A)
Sarlo Power Mowers, Inc. (A)
Stihl Southeast, Inc. (A)
Trekker Tractor, LLC (A)
Triple D Equipment, Inc. (A)
Wesco Turf, Inc. (A)

A. AUTHORITY – Upon affirmative action taken by the State of Florida, Department of Management Services, a Contract has been executed between the State of Florida and the designated Contractors.

B. EFFECT – This Contract was entered into to provide economies in the purchase of Construction, Industrial, Agricultural, & Lawn Equipment by all State of Florida agencies and institutions. Therefore, in compliance with Section 287.042, Florida Statutes, all purchases of these commodities shall be made under the prices, terms and conditions of this Contract and with the Contractors specified.

C. ORDERING INSTRUCTIONS – All purchase orders shall be issued in accordance with the attached ordering instructions. Purchaser shall order at the prices indicated, exclusive of all Federal, State, and local taxes.

All Contract purchase orders shall show the State Purchasing Contract number, product number, quantity, description of item, with unit prices extended and purchase order totaled. (This requirement may be waived when purchase is made by a blanket purchase order.)

D. CONTRACTOR PERFORMANCE – Agencies shall report any vendor failure to perform according to the requirements of this Contract on Complaint to Vendor, form PUR7017. Should the vendor fail to correct the problem within a prescribed period of time, then form PUR7029, Request for Assistance, is to be filed with this office.

E. SPECIAL AND GENERAL CONDITIONS – Special and general conditions are enclosed for your information. Any restrictions accepted from the supplier are noted on the ordering instructions.

Authorized Signature (Date)

DSP/cd

CERTIFICATION OF CONTRACT

TITLE: Construction, Industrial, Agricultural, & Lawn Equipment

CONTRACT NO.: 760-000-10-1

ITB NO.: 03-760-000-S

EFFECTIVE: April 28, 2010 through June 30, 2012

1ST RENEWAL: July 1, 2012 through December 31, 2013

CONTRACTOR(S) (REV 01 July 2012):

ADM Ventures, Inc. dba Mackinnon Equipment and Services (A)
Alamo Industrial dba Alamo Sales Corp. (A)
American SportWorks LLC (A)
Ariens Company – Gravely (A)
Bobcat Company (A)
CNH America LLC (A)
Excel Industries Inc. dba Hustler Turf Equipment (A)
Florida Outdoor Equipment, Inc. (R)
Golf Ventures (A)
Gradall Industries, Inc. (A)
G S Equipment, Inc. (A)
Gulf Coast Turf and Tractor LLC dba Gulf Coast Tractor and Equipment (A)
John Deere Company – A Division of Deere & Company (C&CE Division) (A)
John Deere Construction Retail Sales (A)
Kelly Tractor Co. (A)
Live Oak Lawn Supply, Inc. (R)
Magic Circle Corporation dba Dixie Chopper (A)
Nortrax Equipment Company SE LP (A)
Ring Power Corporation (A)
Robinson Outdoors, Inc (A)
Sarlo Power Mowers, Inc. (A)
Stihl Southeast, Inc. (A)
Trekker Tractor, LLC (A)
Triple D Equipment, Inc. (A)
Wesco Turf, Inc. (A)

-
- A. AUTHORITY – Upon affirmative action taken by the State of Florida Department of Management Services, a Contract has been renewed between the State of Florida and the designated Contractors.
- B. EFFECT – This Contract was entered into to provide economies in the purchase of Construction, Industrial, Agricultural, & Lawn Equipment by all State of Florida agencies and institutions. Therefore, in compliance with Section 287.042, Florida Statutes, all purchases of these commodities shall be made under the prices, discounts, requirements, specifications, terms, and conditions of this Contract and with the Contractor(s) specified.
- C. CONTRACTOR PERFORMANCE – Agencies shall report any Contractor failure to perform according to the requirements of this Contract on Complaint to Vendor, form PUR7017. Should the Contractor fail to correct the problem within a prescribed period of time, then form PUR7029, Request for Assistance, is to be filed with this office.

Authorized Signature

(date)



Division of State Purchasing
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Tel: 850.488.8440
Fax: 850.414-6122
www.dms.MyFlorida.com

Governor Charlie Crist

Secretary Linda H. South

CONTRACT MANAGER

NAME: CHRISTOPHER WALKER

TELEPHONE: 850-488-7540

E-MAIL: christopher.walker@dms.myflorida.com

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SECTION 1.0
INTRODUCTION

CONTENTS:

- 1.1 PURPOSE AND SCOPE**
- 1.2 TIMELINE**

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1.1 Purpose and Scope

The State of Florida ("State"), Department of Management Services ("Department"), invites interested Vendors, including Construction, Industrial, Agricultural, & Lawn Equipment Manufacturers and Dealers, to submit Responses in accordance with these solicitation documents. The purpose of the solicitation is to establish a State Term Contract for the acquisition of Construction, Industrial, Agricultural, & Lawn Equipment with potential options for renewals as allowed by Chapter 287, Florida Statutes.

The intent of the solicitation is to obtain the most cost effective Construction, Industrial, Agricultural, & Lawn Equipment for the State of Florida while maximizing availability, quality, and level of service. Qualified Vendors must have the capability to provide Construction, Industrial, Agricultural, & Lawn Equipment in all respects in accordance with the solicitation documents and to the satisfaction of the Department.

The State Term Contract period, if awarded, is anticipated to begin on the Contract Formation date, per Section 2.17, and to end June 30, 2012, with potential options to renew per Chapter 287, Florida Statutes.

1.2 Timeline

Event	Event Date
Issue Solicitation within MyFloridaMarketPlace Sourcing Tool (Provide Notice within Vendor Bid System).	January 27, 2010
Requests for Approved Equivalents Due via Mail (No later than 2:00 pm ET). Note: See Section 3.8, Manufacturer / Brand Names and Approved Equivalents	February 03, 2010
Questions from Vendors Due via Q&A Board within MyFloridaMarketPlace Sourcing Tool (No later than 2:00 pm ET).	February 03, 2010
Post Responses to Vendor Requests for Approved Equivalents and Questions within MyFloridaMarketPlace Sourcing Tool and Vendor Bid System.	February 10, 2010
Solicitation Responses Due within MyFloridaMarketPlace Sourcing Tool (Some Required Documents via Mail) (No later than 2:00 pm ET).	February 18, 2010
Post Notice of Intended Award within Vendor Bid System (Per Section 2.13, Electronic Posting of Notice of Intended Award).	March 23, 2010
Contract Award.	Per Section 2.17, Contract Formation

DO NOT RELY ON THE MYFLORIDAMARKETPLACE SOURCING TOOL'S TIME REMAINING CLOCK. THE OFFICIAL SOLICITATION CLOSING TIME SHALL BE AS REFLECTED IN SECTION 1.2, TIMELINE. The response deadline(s) shall be as reflected in Section 1.2, Timeline, of this solicitation. The MyFloridaMarketPlace Sourcing Tool's time remaining clock is not the official submission date and time deadline, it is intended only to approximate the solicitation closing and may require periodic adjustments.

It is strongly recommended to submit your Response as early as possible. You should allow time to receive any requested assistance and to receive verification of your submittal; waiting until the last hours of the solicitation could impact the timely submittal of your Response.

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SECTION 2.0
GENERAL INSTRUCTIONS TO RESPONDENTS [PUR1001 (10/06)]

CONTENTS:

- 2.1 DEFINITIONS.**
- 2.2 GENERAL INSTRUCTIONS.**
- 2.3 ELECTRONIC SUBMISSION OF RESPONSES.**
- 2.4 TERMS AND CONDITIONS.**
- 2.5 QUESTIONS.**
- 2.6 CONFLICT OF INTEREST.**
- 2.7 CONVICTED VENDORS.**
- 2.8 DISCRIMINATORY VENDORS.**
- 2.9 RESPONDENT'S REPRESENTATION AND AUTHORIZATION.**
- 2.10 MANUFACTURER'S NAME AND APPROVED EQUIVALENTS.**
- 2.11 PERFORMANCE QUALIFICATIONS.**
- 2.12 PUBLIC OPENING.**
- 2.13 ELECTRONIC POSTING OF NOTICE OF INTENDED AWARD.**
- 2.14 FIRM RESPONSE.**
- 2.15 CLARIFICATIONS/REVISIONS.**
- 2.16 MINOR IRREGULARITIES/RIGHT TO REJECT.**
- 2.17 CONTRACT FORMATION.**
- 2.18 CONTRACT OVERLAP.**
- 2.19 PUBLIC RECORDS.**
- 2.20 PROTESTS.**
- 2.21 LIMITATION ON VENDOR CONTACT WITH AGENCY DURING SOLICITATION PERIOD.**

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2.1 Definitions. The definitions found in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

- (a) "Buyer" means the entity that has released the solicitation. The "Buyer" may also be the "Customer" as defined in the PUR 1000 if that entity meets the definition of both terms.
- (b) "Procurement Officer" means the Buyer's contracting personnel, as identified in the Introductory Materials.
- (c) "Respondent" means the entity that submits materials to the Buyer in accordance with these Instructions.
- (d) "Response" means the material submitted by the respondent in answering the solicitation.
- (e) "Timeline" means the list of critical dates and actions included in the Introductory Materials.

2.2 General Instructions. Potential respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare responses accordingly.

2.3 Electronic Submission of Responses. Respondents are required to submit responses electronically. For this purpose, all references herein to signatures, signing requirements, or other required acknowledgments hereby include electronic signature by means of clicking the "Submit Response" button (or other similar symbol or process) attached to or logically associated with the response created by the respondent within MyFloridaMarketPlace. The respondent agrees that the action of electronically submitting its response constitutes:

- an electronic signature on the response, generally,
- an electronic signature on any form or section specifically calling for a signature, and
- an affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.

2.4 Terms and Conditions. All responses are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:

- Technical Specifications,
- Special Conditions and Instructions,
- Instructions to Respondents (PUR 1001),
- General Conditions (PUR 1000), and
- Introductory Materials.

The Buyer objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response.

2.5 Questions. Respondents shall address all questions regarding this solicitation to the Procurement Officer. Questions must be submitted via the Q&A Board within MyFloridaMarketPlace and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline. Questions shall be answered in accordance with the Timeline. All questions submitted shall be published and answered in a manner that all respondents will be able to view. Respondents shall not contact any other employee of the Buyer or the State for information with respect to this solicitation. Each respondent is responsible for monitoring the MyFloridaMarketPlace site for new or changing information. The Buyer shall not be bound by any verbal information or by any written information that is not contained within the solicitation documents or formally noticed and issued by the Buyer's contracting personnel. Questions to the Procurement Officer or to any Buyer personnel shall not constitute formal protest of the specifications or of the solicitation, a process addressed in paragraph 19 of these Instructions.

2.6 Conflict of Interest. This solicitation is subject to chapter 112 of the Florida Statutes. Respondents shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of the State. Respondents shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent or its affiliates.

2.7 Convicted Vendors. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:

- submitting a bid on a contract to provide any goods or services to a public entity;
- submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submitting bids on leases of real property to a public entity;
- being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
- transacting business with any public entity in excess of the Category Two threshold amount (\$25,000) provided in section 287.017 of the Florida Statutes.

2.8 Discriminatory Vendors. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:

- submit a bid on a contract to provide any goods or services to a public entity;
- submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submit bids on leases of real property to a public entity;
- be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or
- transact business with any public entity.

2.9 Respondent's Representation and Authorization. In submitting a response, each respondent understands, represents, and acknowledges the following (if the respondent cannot so certify to any of following, the respondent shall submit with its response a written explanation of why it cannot do so).

- The respondent is not currently under suspension or debarment by the State or any other governmental authority.
- To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.
- The respondent has fully informed the Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
- Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
 - Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or

commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or

- Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
- The product offered by the respondent will conform to the specifications without exception.
- The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
- The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
- The respondent shall indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.
- All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Buyer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Buyer of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

2.10 Manufacturer's Name and Approved Equivalents. Unless otherwise specified, any manufacturers' names, trade names, brand names, information or catalog numbers listed in a specification are descriptive, not restrictive. With the Buyer's prior approval, the Contractor may provide any product that meets or exceeds the applicable specifications. The Contractor shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. The Buyer shall determine in its sole discretion whether a product is acceptable as an equivalent.

2.11 Performance Qualifications. The Buyer reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by Respondent meet the Contract requirements. Respondent shall at all times during the Contract term remain responsive and responsible. In determining Respondent's responsibility as a vendor, the agency shall consider all information or evidence which is gathered or comes to the attention of the agency which demonstrates the Respondent's capability to fully satisfy the requirements of the solicitation and the contract.

Respondent must be prepared, if requested by the Buyer, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the respondent for the production, distribution, and servicing of the product bid. If the Buyer determines that the conditions of the solicitation documents are not complied with, or that the product proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Buyer may reject the response or terminate the Contract. Respondent may be disqualified from receiving awards if respondent, or anyone in respondent's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon the Buyer to make an investigation either before or after award of the Contract, but should the Buyer elect to do so, respondent is not relieved from fulfilling all Contract requirements.

2.12 Public Opening. Responses shall be opened on the date and at the location indicated on the Timeline. Respondents may, but are not required to, attend. The Buyer may choose not to announce prices or release other materials pursuant to s. 119.071(1)(b), Florida Statutes. Any person requiring a special accommodation because of a disability should contact the Procurement Officer at least five (5) workdays prior to the solicitation opening. If you are hearing or speech impaired, please contact the Buyer by using the Florida Relay Service at (800) 955-8771 (TDD).

2.13 Electronic Posting of Notice of Intended Award. Based on the evaluation, on the date indicated on the Timeline the Buyer shall electronically post a notice of intended award at

http://fcf.state.fl.us/owa_vbs/owa/vbs_main_menu. If the notice of award is delayed, in lieu of posting the notice of intended award the Buyer shall post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Buyer a notice of protest within 72 hours after the electronic posting. The Buyer shall not provide tabulations or notices of award by telephone.

2.14 Firm Response. The Buyer may make an award within sixty (60) days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If award is not made within sixty (60) days, the response shall remain firm until either the Buyer awards the Contract or the Buyer receives from the respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the Buyer's sole discretion, be accepted or rejected.

2.15 Clarifications/Revisions. Before award, the Buyer reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all respondents deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.

2.16 Minor Irregularities/Right to Reject. The Buyer reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Buyer determines that doing so will serve the State's best interests. The Buyer may reject any response not submitted in the manner specified by the solicitation documents.

2.17 Contract Formation. The Buyer shall issue a notice of award, if any, to successful respondent(s), however, no contract shall be formed between respondent and the Buyer until the Buyer signs the Contract. The Buyer shall not be liable for any costs incurred by a respondent in preparing or producing its response or for any work performed before the Contract is effective.

2.18 Contract Overlap. Respondents shall identify any products covered by this solicitation that they are currently authorized to furnish under any state term contract. By entering into the Contract, a Contractor authorizes the Buyer to eliminate duplication between agreements in the manner the Buyer deems to be in its best interest.

2.19 Public Records. Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad definition of public record. As such, all responses to a competitive solicitation are public records unless exempt by law. Any respondent claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption.

2.20 Protests. Any protest concerning this solicitation shall be made in accordance with sections 120.57(3) and 287.042(2) of the Florida Statutes and chapter 28-110 of the Florida Administrative Code. Questions to the Procurement Officer shall not constitute formal notice of a protest. It is the Buyer's intent to ensure that specifications are written to obtain the best value for the State and that specifications are written to ensure competitiveness, fairness, necessity and reasonableness in the solicitation process.

Section 120.57(3)(b), F.S. and Section 28-110.003, Fla. Admin. Code require that a notice of protest of the solicitation documents shall be made within seventy-two hours after the posting of the solicitation.

Section 120.57(3)(a), F.S. requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

Section 28-110.005, Fla. Admin. Code requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

2.21 Limitation on Vendor Contact with Agency During Solicitation Period. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

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SECTION 3.0
SPECIAL INSTRUCTIONS TO RESPONDENTS

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- 3.1 CONTACT PERSON**
- 3.2 TERMS AND CONDITIONS**
- 3.3 DEFINITIONS**
- 3.4 WHO MAY RESPOND**
- 3.5 MYFLORIDAMARKETPLACE SOLICITATION OVERVIEW**
- 3.6 AMENDMENTS OR ADDENDUMS TO THE SOLICITATION DOCUMENTS**
- 3.7 ESTIMATED QUANTITIES**
- 3.8 MANUFACTURER / BRAND NAMES AND APPROVED EQUIVALENTS**
- 3.9 SUBMITTAL OF RESPONSE**
- 3.10 EVALUATION CRITERIA**
- 3.11 BASIS FOR AWARD**
- 3.12 STATE OBJECTIVES**
- 3.13 LOBBYING**

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3.1 Contact Person

Refer ALL Inquiries to:

Christopher Walker, FCCM
Purchasing Analyst
Division of State Purchasing
Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, FL 32399-0950
(850)488-7540 (voice)
(850)414-6122 (facsimile)
christopher.walker@dms.myflorida.com

Please Note: All solicitation related Questions must be submitted through the MyFloridaMarketPlace Sourcing Tool Q&A Board per Section 2.5; MyFloridaMarketPlace system Questions may be answered in the MyFloridaMarketPlace Solicitation Overview, Section 3.5. Any additional technical Questions related to the MyFloridaMarketPlace system can be directed to the MyFloridaMarketPlace Customer Service Desk at 866-FLA-EPRO (866-352-3776) or vendorhelp@myfloridamarketplace.com.

3.2 Terms and Conditions

Potential Respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare Responses accordingly.

All Responses are subject to the requirements, specifications, terms, and conditions of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:

- Section 1.0, Introduction
- Section 6.0, Technical Specifications
- Section 5.0, Special Conditions
- Section 3.0, Special Instructions to Respondents
- Section 4.0, General Contract Conditions [PUR 1000 (10/06)]
- Section 2.0, General Instructions to Respondents [PUR 1001 (10/06)]
- Section 7.0, Price Sheet & Ordering Instructions and Forms

The Department objects to and shall not consider any additional terms or conditions submitted by a Respondent, including any appearing in documents attached as part of a Respondent's Response. In submitting its Response, the Respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with the solicitation requirements, specifications, terms, and conditions, including those specifying information that must be submitted with a Response, shall be grounds for rejecting a Response.

This Section, 3.2, supersedes and replaces Section 2.4, Terms and Conditions.

3.3 Definitions

The Definitions found and referenced in the General Instructions to Respondents [PUR1001 (10/06)], Section 2.1, and General Contract Conditions [PUR1000 (10/06)], Section 4.1, shall apply to this Section. The following additional terms are also defined:

- (a) "State" means the State of Florida.
- (b) "Department" means the Florida Department of Management Services.

- (c) "Procurement Officer", "Contract Manager", or "Contract Administrator" means the Buyer's contracting personnel, as identified in Section 3.1 or as amended by the Department.
- (d) "Eligible User(s)" is defined in 60A-1.005, F.A.C. The following entities are eligible users:
 - 1. All governmental agencies, as defined in Section 163.3164, F.S., which have a physical presence within the State of Florida;
 - 2. Any independent, non-profit college or university that is located within the State of Florida and is accredited by the Southern Association of Colleges and Schools.

Section 287.056 of the Florida Statutes governs agencies' use of the Contract. Others may seek Department approval under section 287.042(2)(a) as an eligible user of the Contract.

- (e) "Vendor(s)" means the entity that believes itself capable and is in the business of providing a Commodity and / or service similar to those within the solicitation, and may or may not respond to the solicitation.
- (f) "Contractor(s)" means the Respondent that has been awarded and contracts to sell Commodities and / or contractual services, which meet the requirements, specifications, terms, and conditions herein, to an Eligible User.
- (g) "OEM(s)" or "Manufacturer(s)" means the Original Equipment Manufacturer or original producer or provider of a Commodity and / or service.
- (h) "Dealer(s)" means a Manufacturer's certified representative authorized by the Manufacturer to market, sell, provide, and / or service specific Commodities and / or services of the Manufacturer in the State of Florida.
- (i) "Commodity(ies)" means a tangible good, which may or may not meet the specifications herein.
- (j) "Commodity Code(s)" means the State of Florida specified numeric code for classifying Commodities and contractual services which meet specific requirements, specifications, terms, and conditions herein.
- (k) "Approved Equivalent" means a Manufacturer / Brand Name, Commodity, or contractual service that meets or exceeds the requirements, specifications, terms, and conditions of the solicitation, and is approved by the Department as an equivalent to a Manufacturer / Brand Name, Commodity, or contractual service listed in the solicitation documents.
- (l) "Base Equipment", "Base Vehicle(s)", "Equipment", "Machine(s)", "Unit(s)", or "Vehicle(s)" unless stated otherwise, means a Department specified Commodity, which meets the requirements, specifications, terms, and conditions herein, and may include components, features, and configurations different than those provided by the Manufacturer and Dealer on the standard version of the Commodity.
- (m) "OEM Option(s)", "OEM Accessory(ies)", "OEM Implement(s)", "Option(s)", "Accessory(ies)", and "Implement(s)" means an original Manufacturer's Base Equipment related optional component, feature, or configuration, which meets the requirements, specifications, terms, and conditions herein, and may be installed to, uninstalled from, or provided with or separately from the Base Equipment by the Manufacturer or Dealer, as is specified, ordered, legal, customary, reasonable, and prudent in the industry.
- (n) "MSRP(s)" is an acronym for the Manufacturer's Suggested Retail Price. It represents the Manufacturer's pre-determined and recommended retail selling price, list price, published price, or other usual and customary price that would be paid by the purchaser for specific

Commodities and contractual services without benefit of a Contract resulting from the solicitation, if awarded.

“MSRP List(s)” is an acronym for the Manufacturer’s Suggested Retail Price List, a collection of MSRPs and related information.

In the priority listed below, only the following are acceptable sources of current MSRPs and MSRP Lists for use under the solicitation and resulting Contract, if awarded:

1. Manufacturer’s Annual U.S. Price Book, and
2. Manufacturer’s official website.

MSRPs and MSRP Lists must be formally published, publicly listed and available, and verifiable by the Department. MSRPs and MSRP Lists may not be custom or solely developed, created, maintained, altered, revised, changed, modified, or utilized for purposes of the solicitation and resulting Contract, if awarded.

3.4 Who May Respond

The Department will accept Responses from capable Construction, Industrial, Agricultural, & Lawn Equipment Manufacturers and Dealers, who are in good standing with the State of Florida, satisfying the requirements, specifications, terms, and conditions of the solicitation documents. To be eligible for award, a Respondent shall have the demonstrated capability to perform a statewide Contract in the State of Florida.

By submitting a Response, each Respondent certifies that it understands, agrees to, and satisfies all criteria specified in the solicitation documents. The Department may request, and the Respondent shall provide, supporting information and documentation. **Failure to supply supporting information and documentation as required or requested will result in disqualification of the Response.**

3.5 MyFloridaMarketPlace Solicitation Overview

The Department uses the MyFloridaMarketPlace System (“MFMP”) to receive Responses to solicitations electronically.

3.5.1 MyFloridaMarketPlace Vendor Registration Application

Vendors must have a revised, current, and complete Vendor Registration Application identified on the MyFloridaMarketPlace Vendor Registration System at: <https://vendor.myfloridamarketplace.com/>. If you have not registered or have requested a registration update, please be advised that a minimum of forty-eight (48) hours will be required for access to the MyFloridaMarketPlace Sourcing Tool. Completion of this registration is mandatory for those Vendors who wish to submit a Response.

3.5.2 MyFloridaMarketPlace Sourcing Tool Training

This solicitation will be conducted using the MyFloridaMarketPlace Sourcing Tool at: <https://sourcing.myfloridamarketplace.com/>. Optional training on how to respond to this solicitation electronically is offered at: http://marketplace.myflorida.com/vendor/vendor_solicitation_help.htm.

Download and review the document titled “ITB Event User Guide.”

- For all technical questions about the Sourcing Tool, Vendors should contact the MyFloridaMarketPlace Customer Service Desk at 866-FLA-EPRO (866-352-3776) or: vendorhelp@myfloridamarketplace.com.
- For additional information or assistance on using the Sourcing Tool, please visit the MyFloridaMarketPlace website at the following link: http://marketplace.myflorida.com/vendor/vendor_solicitation_help.htm.

This site includes:

- a. Solicitation User Guides
- b. On Demand web-based Sourcing training link
- c. WinZip FAQs
- d. Vendor FAQs

3.5.3 MyFloridaMarketPlace Sourcing Tool Tips

When working in the MyFloridaMarketPlace Sourcing Tool, be aware of the twenty (20) minute time-out function in the tool. This means that you should save your work (click the SAVE button) at intervals of less than twenty (20) minutes to ensure your entries since you last saved are not lost.

Please note that clicking the SAVE button within the MyFloridaMarketPlace Sourcing Tool only saves your solicitation Responses. **The SAVE button does not transmit your solicitation Response to the State.** In order to transmit your solicitation Response to the State, you must click the SUBMIT button on the SUMMARY page of the solicitation Response.

After clicking the SUBMIT button, it is the Respondent's responsibility to check any submitted Response within the MyFloridaMarketPlace Sourcing Tool to verify that the Response is accurately and completely captured within the MyFloridaMarketPlace Sourcing Tool. Respondents must do this while there is sufficient time remaining in the solicitation period in the event you discover an error and need to resubmit a revised Response.

To validate your Response, you should do the following before the solicitation period ends:

- Go to the "My Bids / My Responses" tab within the MyFloridaMarketPlace Sourcing Tool after you submitted your Response.
- Click on the Response ID number of your last submitted Response.
- Review entire Response to make sure all responses are complete, accurate, and as you intended to submit.
- Minimum areas to check are:
 - Text boxes – Is your entire answer viewable?
 - Yes/No questions – Is the displayed answer correct?
 - All uploaded document files – Can you open attached document(s) and clearly view entire content? Does the content of the file(s) match your intended Response within the MyFloridaMarketPlace Sourcing Tool (e.g., not an earlier version, incomplete copy, or working copy)?
 - Pricing and Other Information – Are all Prices and other information you intended to submit visible and accurately captured within MyFloridaMarketPlace Sourcing Tool?
 - Required Items - Are all items listed in the solicitation completed as required within the MyFloridaMarketPlace Sourcing Tool?

DO NOT RELY ON THE MYFLORIDAMARKETPLACE SOURCING TOOL'S TIME REMAINING CLOCK. THE OFFICIAL SOLICITATION CLOSING TIME SHALL BE AS REFLECTED IN SECTION 1.2, TIMELINE. The response deadline(s) shall be as reflected in Section 1.2, Timeline, of this solicitation. The MyFloridaMarketPlace Sourcing Tool's time remaining clock is not the official submission date and time deadline, it is intended only to approximate the solicitation closing and may require periodic adjustments.

It is strongly recommended to submit your Response as early as possible. You should allow time to receive any requested assistance and to receive verification of your submittal; waiting until the last hours of the solicitation could impact the timely submittal of your Response.

3.5.4 MyFloridaMarketPlace and Vendor Bid System Email Notification

Vendors are reminded that the sourcing tools' Email Notifications are an option provided as a courtesy. The State of Florida is not under any obligation and does not guarantee that Vendors will receive Email Notifications concerning the posting, Addendum, Amendment, or close of solicitations. **Vendors are responsible for checking the MyFloridaMarketPlace Sourcing Tool and the Vendor Bid System for information and updates concerning solicitations.**

3.6 Amendments or Addendums to the Solicitation Documents

The Department reserves the right to issue Amendments or Addendums to the solicitation. Notice of any Amendment or Addendum will be posted within the MyFloridaMarketPlace Sourcing Tool and / or the Vendor Bid System. Such notice, if required, will contain the appropriate details for identifying and reviewing the formal notices and / or changes to the solicitation. Each Vendor is responsible for monitoring the MyFloridaMarketPlace Sourcing Tool and the Vendor Bid System sites for new or changing information concerning the solicitation.

3.7 Estimated Quantities

To assist Respondents in the solicitation process, average estimated annual historical spend information is provided. Spend information is based on historic data. This figure shall not be construed as a commitment.

- **Estimated Annual Spend: \$30 Million (\$30M USD)**

The above figure reflects estimated annual spend generated by Eligible Users of past contracts for similar Commodities and or contractual services and is not a commitment.

Additional estimations of usage, quantity, volume, weight, spend, and / or other estimates may be provided by the Department in the solicitation documents. The figures provided are to assist Respondents in the solicitation process and / or to assist the Department in evaluating, measuring, and / or scoring Responses to the solicitation and shall not be construed as commitments.

3.8 Manufacturer / Brand Names and Approved Equivalents

Unless otherwise specified, any Manufacturer / Brand Names, Commodities, or contractual services listed in the solicitation documents are descriptive, not restrictive. However, Vendors must request and receive a determination by the Department of an Approved Equivalency for any Manufacturer / Brand Name, Commodity, or contractual service not specifically listed. The term, Approved Equivalent, indicates a Manufacturer / Brand Name, Commodity, or contractual service that meets or exceeds the requirements, specifications, terms, and conditions of the solicitation, and is approved by the Department as an equivalent to a Manufacturer / Brand Name, Commodity, or contractual service listed in the solicitation documents.

To request an Approved Equivalent determination by the Department, the Vendor will submit in writing (via U.S. Mail or courier service) to the Contact Person, Section 3.1, a request for approval as an Approved Equivalent by the Requests for Approved Equivalents Due Date and Time from the Timeline, Section 1.2. The Request for Approved Equivalent must contain the following:

1. the requested Manufacturer / Brand Name;
2. the applicable Commodity Group(s);
3. a brief description of how the Vendor believes the requested Manufacturer / Brand Name's Commodities and / or contractual services meet or exceed listed Manufacturer / Brand Name's Commodities and / or contractual services and the solicitation's requirements, specifications, terms, and conditions;
4. supporting documentation, which demonstrates the comparability of the requested Manufacturer / Brand Name's Commodities and / or contractual services to the other listed Manufacturer / Brand Name's Commodities and / or contractual services, including:
 - a. applicable Manufacturer's literature, documentation, specifications, test data, etc.; and

- b. any additional documentation demonstrating to the Department the comparability of the requested Manufacturer / Brand Name's Commodities and / or contractual services.
- c. Note:
 - i. All supporting documentation shall be individually labeled with the applicable Commodity Group or Section Number.
 - ii. The Department, at its sole discretion, reserves the right to consider Manufacturer's literature or information that is in the possession of the Department or readily accessible by the Department, if the literature or information supersedes the Manufacturer's literature or information submitted by the Vendor.
- 5. acceptable documentation that the requesting Vendor is an authorized Construction, Industrial, Agricultural, & Lawn Equipment Manufacturer or Dealer and capable of providing Commodities or contractual services to meet or exceed the complete requirements, specifications, terms, and conditions, and not just supply aftermarket options or third-party services;
- 6. the outer packaging of the request shall clearly state: Solicitation Number; Title, Request for Approved Equivalents (ITB No. 03-760-000-S; Construction, Industrial, Agricultural, & Lawn Equipment: Request for Approved Equivalents), and the Requests for Approved Equivalents Due Date and Time from the Timeline in Section 1.2 of the solicitation; and
- 7. multiple requests may be contained in one package, but each request must be documented and labeled independently and clearly.

Failure to provide all required information with the Request for Approved Equivalent by the date and time specified on the Timeline will result in rejection of the request.

As time is of the essence, should the Department receive Requests for Approved Equivalents that are either significant in number or in complexity, the Department in its sole discretion may prioritize the requests for evaluation purposes. The Department will make every reasonable effort to review Requests for Approved Equivalents in the time available, but not all requests may be evaluated. Requests for Approved Equivalents that are not evaluated by the Department will not be approved.

The Department shall determine in its sole discretion whether a request for an Approved Equivalent is compliant and complete, and whether the Manufacturer / Brand Name, Commodity, or contractual service requested is acceptable as an Approved Equivalent. Any determinations by the Department will be provided in the Post Responses to Vendor Requests for Approved Equivalents and Questions reply, as provided in the Timeline, Section 1.2. Approved Equivalent determinations will not be given by any other method. If the Department approves a requested Manufacturer / Brand Name, Commodity, or contractual service as an Approved Equivalent, the Department will amend the solicitation documents to list the approved Manufacturer / Brand Name, Commodity, or contractual service in the location(s) where the Department determines is the best fit.

The Respondent may offer only Manufacturer / Brand Names, Commodities, or contractual services that meet or exceed the solicitation's requirements, specifications, terms, and conditions, and which are listed as Manufacturer / Brand Names, Commodities, or contractual services. Should a Respondent submit a Response containing a Manufacturer / Brand Name, Commodity, or contractual service that does not meet or exceed the solicitation's requirements, specifications, terms, and conditions, or is not listed as a Manufacturer / Brand Name, Commodity, or contractual service in the applicable solicitation documents, the offer for the individual non-compliant or non-listed Manufacturer / Brand Name, Commodity, or contractual service will be disqualified as non-responsive.

This Section, 3.8, supersedes and replaces Section 2.10, Manufacturer's Name and Approved Equivalents.

3.9 Submittal of Response

3.9.1 Submittal of Offer

Respondents will submit their offers via the MyFloridaMarketPlace Sourcing Tool (<https://sourcing.myfloridamarketplace.com/>). The Response shall include all appropriate pricing, discounts, documents, forms, files, question responses, and information responses located within the MyFloridaMarketPlace Sourcing Tool for the solicitation. All required or requested pricing, discounts, documents, forms, files, question responses, and information responses will be entered electronically in the MyFloridaMarketPlace Sourcing Tool during this solicitation as indicated. If no indication for submission is provided for required or requested documents or files, or if instructions to mail a specific document, form, or file are provided, then those specific documents, forms, or files only shall be mailed to the attention of the Contact Person in Section 3.1 of the solicitation.

The outer packaging of mailed documents shall clearly state: Solicitation Title, Number (ITB No. 03-760-000-S; Construction, Industrial, Agricultural, & Lawn Equipment), and the Solicitation Responses Due Date and Time from the Timeline in Section 1.2 of the solicitation. **Failure to provide all required information within the solicitation Response shall result in rejection of the Response.**

In the event the Respondent submits more than one Response in the MyFloridaMarketPlace Sourcing Tool, only the last Response received by the system shall be considered for award. Previous Responses will not be visible to the State of Florida. Responses (other than document, file, or form submissions indicated by the solicitation to be mailed) not submitted within the MyFloridaMarketPlace Sourcing Tool shall be rejected. The system will require Respondents to review the Solicitation Preparation Checklist (Section 7.2) and confirm that they have completed all required activities before receiving the offer. The Solicitation Preparation Checklist does not relieve the Respondent of responsibility for ensuring that all requirements of the solicitation are included with the solicitation Response. The Solicitation Preparation Checklist does not have to be provided with the Response.

Each Respondent is responsible for ensuring that their offer is accurately and completely submitted before the Solicitation Responses Due Date and Time noted on the Timeline in Section 1.2 of the solicitation. The Department shall not consider late offers and the System will NOT accept offers after the Solicitation Responses Due Date and Time specified in the Timeline. **The Response must be accurate, complete, and submitted in the MyFloridaMarketplace Sourcing Tool, or as otherwise provided in the solicitation documents, by the date and time specified on the Timeline or the Response shall be deemed non-responsive.**

3.9.2 Price Sheet & Ordering Instructions Responses

Price Sheet & Ordering Instructions Responses will be submitted in the locations and formats provided in the Price Sheet & Ordering Instructions, Section 7.1, as described and / or referenced within this Section, 3.9.2.

The Price Sheet & Ordering Instructions, Section 7.1, is contained within a separate Microsoft Excel™ workbook. There are two (2) individual spreadsheet tabs within the Price Sheet & Ordering Instructions: one (1) Price Sheet tab (per this Section 3.9.2) and one (1) Ordering Instructions Form tab (per Sections 3.9.8, Ordering Instructions, and 5.5, Ordering Instructions Information). The Price Sheet tab contains twenty-four (24) Commodity Groups, each with individual lines (rows) for each related Manufacturer / Brand Name (listed in alphabetical order) and its associated fields: Line No.; Manufacturer / Brand Name; Organization Name; Base Equipment MSRP Discount [###.###%]; OEM Options, Accessories, & Implements MSRP Discount [###.###%]; OEM Parts MSRP Discount [###.###%]; and MSRP List [Include: MSRP List Name, MSRP List Date, and MSRP List Pages / Sections]. Information regarding the Ordering Instructions and their submission can be found in Sections 3.9.8, Ordering Instructions, and 5.5, Ordering Instructions Information.

Respondents are encouraged to respond for as many of the provided Commodity Groups and Manufacturer / Brand Names (with their associated fields) as they may choose to offer, but for each Commodity Group and Manufacturer / Brand Name offered, all related information must be supplied

and submitted in the appropriate fields, provided locations, and formats required on the Price Sheet & Ordering Instructions, Section 7.1. Unless specifically noted as optional, the Respondent must complete the following fields for each Commodity Group and Manufacturer / Brand Name offered in the Section 7.1, Price Sheet & Ordering Instructions, Price Sheet tab:

- Organization Name;
- Base Equipment MSRP Discount [##.##%];
- OEM Options, Accessories, & Implements MSRP Discount [##.##%] (Except Group No. 15);
- OEM Parts MSRP Discount [##.##%] (Optional); and
- MSRP List [Include MSRP List Name, MSRP List Date, and MSRP List Pages / Sections].

Note: See Section 3.9.5, Supporting Documents, MSRP List for additional information.

The light-yellow colored spaces (cells) on the Price Sheet & Ordering Instructions, Section 7.1, are the places where the Respondent may offer specific Base Equipment MSRP Discounts; OEM Options, Accessories, & Implements MSRP Discounts; and OEM Parts Discounts and is required to supply accurate, compliant, and complete information per the requirements, specifications, terms, and conditions herein. These light-yellow colored spaces (cells) on the Price Sheet & Ordering Instructions may contain bracketed notes providing instructions and requirements to assist the Respondent in providing the required information in the required format. Where provided, the Respondent shall follow the instructions and formats noted in any bracketed instructions for all Commodity Groups and Manufacturer / Brand Names offered.

Should a Respondent not offer a specific Commodity Group or Manufacturer / Brand Name, they shall leave the associated line (row), space(s), and field(s) untouched or blank (do not delete the line (row)); it is not required to mark a line as “No Bid”. Where a Commodity Group and Manufacturer / Brand Name is offered, the Respondent must offer the associated Base Equipment MSRP Discount and OEM Options, Accessories, & Implements MSRP Discount along with supplying the applicable MSRP List information. The Respondent is not required, but is encouraged to offer the associated OEM Parts Discount. **Offers for Base Equipment Discounts without an offer for the associated OEM Options, Accessories, & Implements MSRP Discounts will be rejected as non-responsive. Offers for OEM Options, Accessories, & Implements MSRP Discounts and / or OEM Parts MSRP Discounts without an offer for the associated Base Equipment Discounts will be rejected as non-responsive. Offers not including the applicable MSRP List information will be rejected as non-responsive.**

All Prices will be in U.S. Dollars, whole (\$USD; e.g., \$999.999); all Discounts shall be a positive Percentage to the one-hundredth decimal place (%; e.g., 99.99%); and all Dates will be in full standard numerical format (e.g., ##/##/####). The Respondent agrees and confirms that the prices (net after discount, as applicable) offered do not exceed the MSRP for the respective Commodity.

The Respondent may offer only Commodities that meet or exceed the solicitation’s requirements, specifications, terms, and conditions, and for which the Commodity Group and Manufacturer / Brand Name is listed in the Price Sheet & Ordering Instructions (Section 7.1). Should a Respondent submit a Response containing a Commodity that does not meet or exceed the solicitation’s requirements, specifications, terms, and conditions, and for which the Commodity Group and Manufacturer / Brand Name is not listed in the Price Sheet & Ordering Instructions, that offer will be disqualified as non-responsive. The Department in its sole discretion shall determine the acceptability of a Manufacturer / Brand Name and Commodity offered.

The Price Sheet & Ordering Instructions, Section 7.1, will be submitted to the Department electronically using the MyFloridaMarketPlace Sourcing Tool, per Section 3.9.1 of the solicitation. **Failure to properly submit or provide a compliant Section 7.1, Price Sheet & Ordering Instructions, with the Response shall result in the Respondent being deemed non-responsive.**

3.9.3 Alternate Responses

Respondent may not submit more than one offer for each listed Manufacturer / Brand Name per Commodity Group. The Department seeks each Respondent's single-best Response by Manufacturer / Brand Name per Commodity Group.

3.9.4 Full-Service Repair Facilities

Respondent must offer Commodities and contractual services having a minimum of one (1) Manufacturer's authorized Full-Service Repair Facility available in the State of Florida from which the Commodities offered may be installed, serviced, and repaired under Warranty and the requirements, specifications, terms, and conditions of the Contract, if awarded. Provision of a Manufacturer's authorized Full-Service Repair Facility shall be a requirement for the entire Period of Agreement, Section 5.2. Respondent shall submit with their Response an answer in the MyFloridaMarketPlace Sourcing Tool RFX Info section of the solicitation attesting to this requirement. **A positive, "Yes", answer is one requirement of a responsive Response.**

3.9.5 Supporting Documents

Respondent shall submit the following Supporting Documents with their Response, as noted:

- **MSRP List:** With the Response, Respondent shall provide one (1) applicable, current, complete, and separate MSRP List (as defined under Section 3.3(n)) for each Commodity Group and Manufacturer / Brand Name offered under Section 7.1, Price Sheet & Ordering Instructions. Therefore, multiple MSRP Lists may be required (e.g., by Commodity Group and Manufacturer / Brand Name).

The MSRP List will include the Manufacturer's Item Number, Manufacturer's Item Description, and MSRP for only and each of the Manufacturer / Brand Name and Commodity Group's applicable Base Equipment; OEM Options, Accessories, & Implements; and OEM Parts offered. The MSRP List must include the applicable Commodity Group, Manufacturer / Brand Name, MSRP List Name, and MSRP List Date on the cover or first page.

The submitted MSRP List(s) shall only be submitted and accepted as follows:

- MSRP List specific terms and conditions which conflict with the requirements, specifications, terms, and conditions of the solicitation and resulting Contract, if awarded, must be deleted, omitted, removed, concealed, or marked void;
- In Adobe Acrobat 9 or earlier (.pdf) electronic format (encoded or scanned) with logical electronic filenames, and
- On CD(s) or DVD(s) [clearly mark the exterior of each CD or DVD for its general content].
- Note: It is the Respondent's responsibility to ensure that the documents and discs are applicable, complete, and readable. Non-compliant or non-readable documents and discs will be rejected.

The Supporting Documents shall be mailed to the Department per Section 3.9.1 of the solicitation. **Failure to provide accurate and compliant Supporting Documents with the Response will result in the Respondent being deemed non-responsive.**

3.9.6 Manufacturer's Certification

Respondent shall submit one (1) completed Manufacturer's Certification form (Section 7.3), certifying that the Respondent is the Manufacturer or a Dealer for each Manufacturer / Brand Name they offer Commodities for as part of their Response. The Manufacturer's Certification form must be executed by the Manufacturer only and may not be completed by a Dealer or third-party. Dealer agreements will not be accepted in lieu of a Manufacturer's Certification form. The Manufacturer's

Certification form shall be mailed to the Department per Section 3.9.1 of the solicitation. **Failure to provide a complete and compliant Manufacturer's Certification form with the Response will result in the Respondent being deemed non-responsive.**

3.9.7 Savings / Price Reductions

Respondent shall submit one (1) accurately completed Savings / Price Reductions form (Section 7.4) with their Response containing the required aggregate Base Equipment MSRP Discount; OEM Options, Accessories, & Implements MSRP Discount; and OEM Parts Discount savings information for each Commodity Group and Manufacturer / Brand Name offered and a method(s) for the Department to verify the savings information provided. The Savings / Price Reductions form will not be used to determine award, only to verify the Savings / Price Reductions being offered. The Savings / Price Reductions form shall be mailed to the Department per Section 3.9.1 of the solicitation. **Failure to provide the Savings / Price Reductions form with the Response may result in the Respondent being deemed non-responsive.**

3.9.8 Ordering Instructions

Respondent shall submit one (1) completed Ordering Instructions Form (contained within Section 7.1, Price Sheet & Ordering Instructions) with their Response identifying persons responsible for answering questions about the Response and administering the Contract, if awarded, and shall provide information necessary for placing orders and remitting payments under the Contract, if awarded. Additional Ordering Instruction requirements, terms, and conditions can be found in Section 5.5, Ordering Instructions Information. The Ordering Instructions Form will be submitted with Section 7.1, Price Sheet & Ordering Instructions, to the Department electronically using the MyFloridaMarketPlace Sourcing Tool, per Section 3.9.1 of the solicitation. **Failure to provide the Ordering Instructions Form with the Response may result in the Respondent being deemed non-responsive.**

3.10 Evaluation Criteria

The Department shall evaluate eligible responsive offers. Responses that do not meet all requirements of the solicitation or fail to provide all required information, documents, or materials may be rejected as non-responsive. Respondents whose Responses, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of a Contract may be rejected as non-responsive. The Department reserves the right to determine which Responses meet the requirements, specifications, terms, and conditions of the solicitation, and which Respondents are responsive and responsible.

3.11 Basis for Award

The Department shall make a single award statewide for each Manufacturer / Brand Name (Line Number) per Commodity Group to the responsive and responsible Respondent offering the highest Base Equipment MSRP Discount from the most recent and complete MSRP List (therefore providing the lowest Net Prices). Therefore, multiple Manufacturer / Brand Name awards per Commodity Code group are possible.

The Department reserves the right to make awards as determined to be in the best interest of the State of Florida, and to accept or reject any and all offers, or separable portions, and to waive any minor irregularity, technicality, or omission if the Department determines that doing so will serve the State of Florida's best interest.

3.12 State Objectives

Within thirty (30) calendar days following award of the Contract, if awarded, the successful Respondent shall submit plans addressing each of the State's five (5) objectives listed below, to the extent applicable to the items / services covered by this solicitation.

3.12.1 Diversity

The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority-, women-, and service-disabled veteran business enterprises in the economic life of the State. The State of Florida Mentor Protégé Program connects minority-, women-, and service-disabled veteran business enterprises with private corporations for business development mentoring. We strongly encourage firms doing business with the State of Florida to consider this initiative. For more information on the Mentor Protégé Program, please contact the Office of Supplier Diversity at (850) 487-0915.

The State is dedicated to fostering the continued development and economic growth of small, minority-, women-, and service-disabled veteran business enterprises. Participation by a diverse group of Vendors doing business with the State is central to this effort. To this end, it is vital that small, minority-, women-, and service-disabled veteran business enterprises participate in the State's procurement process as both Contractors and Sub-Contractors in this solicitation. Small, minority-, women-, and service-disabled veteran business enterprises are strongly encouraged to contribute to this solicitation.

The Contractor shall submit documentation addressing diversity and describing the efforts being made to encourage the participation of small, minority-, women-, and service-disabled veteran business enterprises.

Information on Certified Minority Business Enterprises (CMBE) and Certified Service-Disabled Veteran Business Enterprises (CSDVBE) is available from the Office of Supplier Diversity at:

http://dms.myflorida.com/other_programs/office_of_supplier_diversity_osd/.

Quarterly Reports of revenue paid to certified W/MBE and certified SDVBE Contractors (agents or Sub-Contractors) as a result of any award shall be provided to the Agency Purchasing Office by the Prime Contractor on an Agency by Agency (or other Eligible User) level.

3.12.2 Environmental Considerations

The State supports and encourages initiatives to protect and preserve our environment. The Contractor shall submit as part of any response the Contractor's plan to support the procurement of products and materials with recycled content, and the intent of Section 287.045, Florida Statutes. The Contractor shall also provide a plan for reducing and or handling of any hazardous waste generated by Contractor's company. Reference Rule 62-730.160, Florida Administrative Code. It is a requirement of the Florida Department of Environmental Protection that a generator of hazardous waste materials that exceeds a certain threshold must have a valid and current Hazardous Waste Generator Identification Number. This identification number shall be submitted as part of Contractor's explanation of its company's hazardous waste plan and shall explain in detail its handling and disposal of this waste.

3.12.3 Certification of Drug-Free Workplace Program

The State supports and encourages initiatives to keep the workplaces of Florida's Suppliers and Contractors drug free. Section 287.087 of the Florida Statutes provides that, where identical tie responses are received, one preference shall be given to a response received from a Respondent that certifies it has implemented a drug-free workforce program. If applicable, Respondent shall certify that the Respondent has a drug-free workplace program using the Certification of Drug-Free

Workplace form included in Section 7.6 of the solicitation. The Contractor shall describe how it will address the implementation of a drug free workplace in offering the items of the solicitation.

3.12.4 Products Available from the Blind or Other Handicapped (RESPECT)

The State supports and encourages the gainful employment of citizens with disabilities. It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this Contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section [413.036](#)(1) and (2), Florida Statutes; and for purposes of this Contract the person, firm, or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned. Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

The Contractor shall describe how it will address the use of RESPECT in offering the items of the solicitation.

3.12.5 Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE)

The State supports and encourages the use of Florida correctional work programs. It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this Contract shall be purchased from the corporation identified under Chapter 946, F.S., in the same manner and under the same procedures set forth in Section [946.515](#)(2), and (4), F.S.; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned. Additional information about PRIDE and the products it offers is available at <http://www.pridefl.com>.

The Contractor shall describe how it will address the use of PRIDE in offering the items of the solicitation.

3.13 Lobbying

Please reference Section 2.21, Limitation on Vendor Contact with Agency During Solicitation Period.

Respondents are advised that the following will be included in the Contract for these services: In accordance with Section 216.347, Florida Statutes, and as provided herein, the Contractor may not expend any State funds for the purpose of lobbying the legislature, the judicial branch, the executive branch, or any State Agency.

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SECTION 4.0
GENERAL CONTRACT CONDITIONS [PUR1000 (10/06)]

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[The remainder of this page is intentionally left blank (other than footer information).]

4.1 Definitions. The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

(a) “Contract” means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.

(b) “Customer” means the State agency or other entity identified in a contract as the party to receive commodities or contractual services pursuant to a contract or that orders commodities or contractual services via purchase order or other contractual instrument from the Contractor under the Contract. The “Customer” may also be the “Buyer” as defined in the PUR 1001 if it meets the definition of both terms.

(c) “Product” means any deliverable under the Contract, which may include commodities, services, technology or software.

(d) “Purchase order” means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract or other authorized means).

4.2 Purchase Orders. In contracts where commodities or services are ordered by the Customer via purchase order, Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor’s order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes.

4.3 Product Version. Purchase orders shall be deemed to reference a manufacturer’s most recently release model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.

4.4 Price Changes Applicable only to Term Contracts. If this is a term contract for commodities or services, the following provisions apply.

(a) Quantity Discounts. Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.

(b) Best Pricing Offer. During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.

(c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.

(d) Trade-In. Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it

may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.

(e) Equitable Adjustment. The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.

4.5 Additional Quantities. For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.

4.6 Packaging. Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.

4.7 Inspection at Contractor's Site. The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

4.8 Safety Standards. All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.

4.9 Americans with Disabilities Act. Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

4.10 Literature. Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

4.11 Transportation and Delivery. Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.

4.12 Installation. Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to

its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

4.13 Risk of Loss. Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

4.14 Transaction Fee. The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering procurement costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT OF MANAGEMENT SERVICES' VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.**

4.15 Invoicing and Payment. Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. The State may require any other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.

At the State's option, Contractors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Customer is responsible for all payments under the Contract. A Customer's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers.

4.16 Taxes. The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Customer in the special contract conditions section of the solicitation or in the Contract or purchase order.

4.17 Governmental Restrictions. If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.

4.18 Lobbying and Integrity. Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dliis.dos.state.fl.us/barm/genschedules/gensched.htm>). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

4.19 Indemnification. The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer.

Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the Contractor shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties.

The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and

(3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

4.20 Limitation of Liability. For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of \$100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

4.21 Suspension of Work. The Customer may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the State to do so. The Customer shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

4.22 Termination for Convenience. The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

4.23 Termination for Cause. The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.

4.24 Force Majeure, Notice of Delay, and No Damages for Delay. The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the

foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

4.25 Changes. The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.

4.26 Renewal. Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

4.27 Purchase Order Duration. Purchase orders issued pursuant to a state term or agency contract must be received by the Contractor no later than close of business on the last day of the contract's term to be considered timely. The Contractor is obliged to fill those orders in accordance with the contract's terms and conditions. Purchase orders received by the contractor after close of business on the last day of the state term or agency contract's term shall be considered void.

Purchase orders for a one-time delivery of commodities or performance of contractual services shall be valid through the performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the single delivery/performance, and shall survive the termination of the Contract.

Contractors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the state term or agency contract. For example, if a state term contract calls for delivery 30 days after receipt of order (ARO), and an order specifies delivery will occur both in excess of 30 days ARO and after expiration of the state term contract, the Contractor will accept the order. However, if the Contractor expressly and in writing notifies the ordering office within ten (10) calendar days of receipt of the purchase order that Contractor will not accept the extended delivery terms beyond the expiration of the state term contract, then the purchase order will either be amended in writing by the ordering entity within ten (10) calendar days of receipt of the contractor's notice to reflect the state term contract delivery schedule, or it shall be considered withdrawn.

The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the state term or agency contract by more than twelve months. However, if an

extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals.

Timely purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the recurring delivery/performance as provided herein, and shall survive the termination of the Contract.

Ordering offices shall not renew a purchase order issued pursuant to a state term or agency contract if the underlying contract expires prior to the effective date of the renewal.

4.28 Advertising. Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

4.29 Assignment. The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.

4.30 Antitrust Assignment. The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

4.31 Dispute Resolution. Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

4.32 Employees, Subcontractors, and Agents. All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

4.33 Security and Confidentiality. The Contractor shall comply fully with all security procedures of the United States, State of Florida and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

4.34 Contractor Employees, Subcontractors, and Other Agents. The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.

4.35 Insurance Requirements. During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

4.36 Warranty of Authority. Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

4.37 Warranty of Ability to Perform. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.

4.38 Notices. All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

4.39 Leases and Installment Purchases. Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.

4.40 Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at <http://www.pridefl.com>.

4.41 Products Available from the Blind or Other Handicapped. Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles

that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

4.42 Modification of Terms. The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

4.43 Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser.

State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

4.44 Waiver. The delay or failure by the Customer to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Customer's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

4.45 Annual Appropriations. The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

4.46 Execution in Counterparts. The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

4.47 Severability. If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

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SECTION 5.0
SPECIAL CONDITIONS

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5.1 Definitions

The Definitions found and referenced in the General Contract Conditions [PUR1000 (10/06)], Section 4.1, and the Definitions found and referenced in Section 3.3, Definitions, shall apply to this Section 5.1, Definitions.

5.2 Period of Agreement

The State Term Contract shall be in effect beginning on the Contract Formation date, per Section 2.17, and end June 30, 2012. This agreement has the option to renew for one (1) additional three (3) year period, or any portion or portions thereof. Renewal is contingent upon satisfactory performance by the Contractor and will not be subject to pricing or discount adjustments.

5.3 Catalog Data

The MyFloridaMarketPlace ("MFMP") third-party service provider is responsible for converting Contract catalog information into a format supported by the system. To accomplish this conversion, the Contractor, if requested, shall provide certain information in electronic format directly to the service provider (Note: This format is generally Microsoft Excel™.).

Within ten (10) business days of written notice from the MFMP service provider, Contractor shall provide all information necessary to facilitate electronic purchases from this Contract. Such information may include, but is not limited to, Contractor Name, Manufacturer / Brand Name, SKU, Commodity Description, unit of measure, and Contract Ceiling Price, per Section 5.6. Contractor shall provide this information in the format required by the MFMP service provider. No costs or expenses associated with providing this information shall be charged to the State, Department, Eligible Users, or MFMP service provider. With the Contractor's timely assistance, the MFMP service provider shall create and maintain web-based placement of the requested Contract information.

5.4 Internet Posting of Authorized Lists

During the Contract Period of Agreement, Section 5.2, the Department shall maintain on the internet a working copy of the complete Contract, including, but not limited to, the Section 7.1, Price Sheet & Ordering Instructions, with the associated and Department approved MSRP List(s). The MSRP List(s) will be provided to the Department by the Contractor in electronic format as stipulated in Section 3.9.5, Supporting Documents, MSRP List; as required herein; and in accordance with the prices, discounts, requirements, specifications, terms, and conditions of the Contract.

The Contractor agrees to not maintain, publish, provide, or allow discovery of competing, conflicting, unofficial, unauthorized, or non-Department approved contract similar documents to or by Eligible Users. However, the Contractor may manually or electronically direct Eligible Users to the Department's Contract website. The Contractor shall not accept any orders using unofficial MSRP List(s) until the Department approves the respective MSRP List(s) and publishes it / them to the Contract website as noted above.

The Department may, in its sole discretion, prohibit any update or change of the MSRP List(s), or direct a Contractor to undo any update or change made. In addition, the Department may direct rescission of any purchase entered into on the basis of competing, conflicting, unofficial, unauthorized, or non-Department approved documents or lists.

5.5 Ordering Instructions Information

The Ordering Instructions are contained or referenced via a link from the individual Line No.'s Organization Name field in the Section 7.1, Price Sheet & Ordering Instructions. Click on the specific link for the associated Ordering Instructions.

The Ordering Instructions contained or referenced within Section 7.1, Price Sheet & Ordering Instructions, will contain current information relevant to the acquisition of the awarded Commodities and / or contractual services under the Contract. This information shall include, but not be limited to, the Contractor's Organization Information, the Contractor's Representative Information, the Contractor's Remit-To Information, and a list of Department maintained instructions to assist Eligible Users in placing orders under the Contract.

Should the Contractor be the Manufacturer (not a Dealer) of the Commodities and / or contractual services awarded, they may also include specific Dealer information within the Ordering Instructions in the provided locations. The Manufacturer as Contractor who selects to also include specific Dealer information within the Ordering Instructions is also required to appropriately register the listed Dealers as locations under the Contractor's vendor registration in the State of Florida Vendor Registration System (Vendor Information Portal ("VIP"): <https://vendor.myfloridamarketplace.com/>). A Dealer as Contractor may not include other Dealer's information in the Ordering Instructions. The Manufacturer as Contractor is fully responsible for compliance with all the prices, discounts, requirements, specifications, terms, and conditions of the Contract and for any actions or inactions of the Dealer(s) they include in the Ordering Instructions.

It is the Contractor's responsibility to notify the Department of any updates to organization information, relevant personnel, and contact information contained in the Ordering Instructions. The Contractor shall notify the Department of a requested change to the Ordering Instructions in writing (email is acceptable) and received by the Contract Manager no later than five (5) business days prior to the effective date of the proposed change. The Department may accept or reject any proposed change, or may unilaterally amend the Ordering Instructions as it deems is in the best interest of the State and / or will best assist Eligible Users.

Please Note: Any changes to the Ordering Instructions will also require the Contractor to appropriately update their vendor registration in the State of Florida Vendor Registration System (Vendor Information Portal ("VIP"): <https://vendor.myfloridamarketplace.com/>).

5.6 Ceiling Prices

The individual Base Equipment Net Price (after the applicable Base Equipment MSRP Discount is applied to the approved MSRP); OEM Option, Accessory, & Implement Net Price (after the applicable OEM Options, Accessories, & Implements MSRP Discount is applied to the approved MSRP); and OEM Part Net Price (after the applicable OEM Parts MSRP Discount is applied to the approved MSRP) contained or referenced in the Section 7.1, Price Sheet & Ordering Instructions, will be the not-to-exceed Ceiling Prices under the Contract. The Ceiling Prices for the Base Equipment; OEM Options, Accessories, & Implements; and OEM Parts individually and collectively include (as applicable): all profit, administrative charges / fees, environmental charges / fees, title application and registration charges / fees, license plate transfer charges / fees, preparation charges / fees, assembly charges / fees, installation charges / fees (except OEM Parts), shop charges / fees, warehousing charges / fees, packing charges / fees, handling charges / fees, transit charges / fees, freight charges / fees, shipping charges / fees, delivery charges / fees to any point within the State of Florida, fuel charges / fees, warranty charges / fees, and any other charges or fees necessary to provide and deliver the Base Equipment; OEM Options, Accessories, & Implements; and OEM Parts according to the requirements, specifications, terms, and conditions, exclusive of taxes.

Where a Ceiling Price is a Base Equipment Net Price; OEM Option, Accessory, & Implement Net Price; or OEM Part Net Price, the individual Net Prices shall be calculated by applying the applicable Base Equipment MSRP Discount; OEM Options, Accessories, & Implements MSRP Discount; or OEM Parts MSRP Discount from Section 7.1, Price Sheet & Ordering Instructions, to the individual Base Equipment's; OEM Option's, Accessory's, & Implement's; and OEM Part's approved MSRP and rounding to the nearest whole cent. For example, if the applicable Discount is 30.00% and the individual Commodity's MSRP is \$24,447.59, then the Net Price will be \$17,113.31 [$\$24,447.59 - 30.00\% = \$17,113.313 = \$17,113.31$ (as rounded to the nearest whole cent)].

The individual and applicable Base Equipment MSRP Discounts; OEM Options, Accessories, & Implements MSRP Discounts; and OEM Parts Discounts listed in Section 7.1, Price Sheet & Ordering Instructions shall be the minimum Discounts used under the Contract. The Contractor may, and is encouraged to provide larger Discounts (e.g., lower Net Prices) for contracted and awarded Commodities.

Eligible Users may negotiate Base Equipment Net Prices; OEM Options, Accessories, & Implements Net Prices; and OEM Parts Net Prices for the contracted and awarded Commodities with the Contractor, provided the negotiated prices do not exceed the Ceiling Prices for the respective Base Equipment; OEM Option, Accessory, & Implement; and OEM Part. The Contractor is prohibited from negotiating and charging prices that exceed the Ceiling Prices set forth or referenced in the Price Sheet & Ordering Instructions, Section 7.1, and from invoicing or billing at prices that exceed the total ordered (e.g., via Purchase Order or Purchasing Card, as applicable). The Ceiling Prices are only subject to adjustments per Sections 4.4, 4.25, and 5.8, and any revision requests must have received the prior approval of the Department.

The Ceiling Price for any Base Equipment; OEM Options, Accessories, & Implements; and OEM Parts must not exceed the current MSRP. In the event a Ceiling Price for any Commodity is found to be above the current MSRP, the Department, at its sole option, shall reduce the Ceiling Price to the current MSRP less the applicable contracted Discount or terminate and remove the Contractor's award from the Contract.

5.7 Commodity, Commodity Group, and Manufacturer / Brand Name Additions and Deletions

During the Contract Period of Agreement, Section 5.2, the Department shall have the right to add or delete Commodities, Commodity Groups, and / or Manufacturer / Brand Names to or from this agreement by adding them to or removing them from the Price Sheet & Ordering Instructions, Section 7.1. Any new Commodities, Commodity Groups, and / or Manufacturer / Brand Names added will be at the requirements, specifications, terms, and conditions herein or as later stipulated by the Department, and at mutually agreed pricing and discounts accepted, in writing, by both the added Commodity's, Commodity Group's, and / or Manufacturer / Brand Name's Vendor(s) and the Department. Commodities, Commodity Groups, and / or Manufacturer / Brand Names may be removed at the sole discretion of the Department, per the requirements, specifications, terms, and conditions herein or as permitted by Florida Statutes or Florida Administrative Code.

5.8 MSRP List and Price Adjustment

The per Commodity Group and Manufacturer / Brand Name Department authorized MSRP List will be contained or referenced in Section 7.1, Price Sheet & Ordering Instructions. The Department authorized MSRP List shall be based on the Section 7.1, Price Sheet & Ordering Instructions, Commodity Group and Manufacturer / Brand Name, and in accordance with the Contract requirements, specifications, terms, and conditions.

The Contract's initial MSRP List shall be based on the Section 7.1, Price Sheet & Ordering Instructions, Commodity Group and Manufacturer / Brand Name MSRP List awarded under the Contract's solicitation. The Department authorized per Commodity Group and Manufacturer / Brand Name MSRP List for use under the Contract may be updated from time-to-time as specified herein; however, the per Commodity Group and Manufacturer / Brand Name Base Equipment MSRP Discount; OEM Options, Accessories, & Implements MSRP Discount; and OEM Parts MSRP Discount shall not decrease for the length of the Contract, during both the original and any renewal term(s) of the Contract. At any time during the Contract, during both the original and any renewal term(s) of the Contract, the Contractor may request an increase of the per Commodity Group and Manufacturer / Brand Name Base Equipment MSRP Discount; OEM Options, Accessories, & Implements MSRP Discount; and OEM Parts MSRP Discount. The Department may, in its sole discretion, accept or deny any requested per Commodity Group and Manufacturer / Brand Name Base Equipment MSRP Discount; OEM Options,

Accessories, & Implements MSRP Discount; and OEM Parts MSRP Discount increases. If a per Commodity Group and Manufacturer / Brand Name Base Equipment MSRP Discount; OEM Options, Accessories, & Implements MSRP Discount; and OEM Parts MSRP Discount increase request is approved by the Department, it shall not become effective for new orders placed by Eligible Users until the Department approved effective date and posting by the Department. Any Department approved updates to the MSRP List, if Department approved, shall be based on the Section 7.1, Price Sheet & Ordering Instructions, Commodity Group and Manufacturer / Brand Name, and in accordance with the Contract requirements, specifications, terms, and conditions.

During the Contract Period of Agreement, Section 5.2, including any renewal term(s), after the first twelve (12) months following the start of the Contract term, and no more often than one (1) time per calendar year, the Contractor may request to use an updated per Commodity Group and Manufacturer / Brand Name MSRP List for use under the Contract. The Contractor shall advise the Department of a request for a per Commodity Group and Manufacturer / Brand Name MSRP List update in writing (email is acceptable) and received by the Contract Manager no later than sixty (60) days prior to the requested effective date of the proposed update. However, the Department will not consider a per Commodity Group and Manufacturer / Brand Name MSRP List update request received by the Contract Manager within one hundred fifty (150) days of Contract termination, including any renewal term(s). The Contractor fully agrees that any per Commodity Group and Manufacturer / Brand Name MSRP List update request must:

- include a detailed request letter identifying the requested per Commodity Group and Manufacturer / Brand Name MSRP List information to be used in the Section 7.1, Price Sheet & Ordering Instructions, per Commodity Group and Manufacturer / Brand Name [Include MSRP List Name, MSRP List Date, and MSRP List Pages / Sections] field;
- be from the most current per Commodity Group and Manufacturer / Brand Name MSRP List publicly listed and verifiable at the time of the requested MSRP List update;
- include the applicable requested per Commodity Group and Manufacturer / Brand Name MSRP List in accordance with Section 3.9.5, Supporting Documents, MSRP List;
- fully offer, provide, and demonstrate through a separate electronic analysis document that the per common Commodity (those specific Commodities currently on the pre-existing per Commodity Group and Manufacturer / Brand Name MSRP List and the requested per Commodity Group and Manufacturer / Brand Name MSRP List update) difference in the pre-existing MSRP and requested MSRP update does not exceed the resulting percent change in the latest version of the U.S. Department of Labor, Producer Price Index ("PPI") for Series ID:
 - for Commodity Group Nos. 1 and 8: WPU112D03; Not Seasonally Adjusted; Group: Machinery and equipment; Item: Graders, rollers, compactors, forklifts; Base Date: 0312; from the Base Month (Contract Formation Date, Section 2.17, or last approved MSRP List update date, whichever is later) to the latest month for which non-preliminary data is available at the time of the requested MSRP List update;
 - for Commodity Group No. 2: WPU112B05; Not Seasonally Adjusted; Group: Machinery and equipment; Item: Power cranes, excavators & equipment; Base Date: 9912; from the Base Month (Contract Formation Date, Section 2.17, or last approved MSRP List update date, whichever is later) to the latest month for which non-preliminary data is available at the time of the requested MSRP List update;
 - for Commodity Group Nos. 3, 7, 9, 10, and 11: WPU114403; Not Seasonally Adjusted; Group: Machinery and equipment; Item: Industrial trucks and tractors; Base Date: 8200; from the Base Month (Contract Formation Date, Section 2.17, or last approved MSRP List update date, whichever is later) to the latest month for which non-preliminary data is available at the time of the requested MSRP List update;
 - for Commodity Group Nos. 4, 5, and 6: WPU114A04; Not Seasonally Adjusted; Group: Machinery and equipment; Item: Tractor shovel loaders; Base Date: 8200; from the Base Month (Contract Formation Date, Section 2.17, or last approved MSRP List update date, whichever is later) to the latest month for which non-preliminary data is available at the time of the requested MSRP List update;
 - for Commodity Group Nos. 12, 13, and 14: WPU149111; Not Seasonally Adjusted; Group: Transportation equipment; Item: Transportation equipment, n.e.c.; Base Date:

198506; from the Base Month (Contract Formation Date, Section 2.17, or last approved MSRP List update date, whichever is later) to the latest month for which non-preliminary data is available at the time of the requested MSRP List update;

- for Commodity Group No. 15: WPU111408; Not Seasonally Adjusted; Group: Machinery and equipment; Item: Farm machinery and equipment, nec excl parts; Base Date: 0212; from the Base Month (Contract Formation Date, Section 2.17, or last approved MSRP List update date, whichever is later) to the latest month for which non-preliminary data is available at the time of the requested MSRP List update;
- for Commodity Group Nos. 16, 17, 18, 19, 20, 21, 22, 23, and 24: WPU111401; Not Seasonally Adjusted; Group: Machinery and equipment; Item: Commercial turf & grounds care equipment; Base Date: 200212; from the Base Month (Contract Formation Date, Section 2.17, or last approved MSRP List update date, whichever is later) to the latest month for which non-preliminary data is available at the time of the requested MSRP List update; and
 - Note: The U.S. Department of Labor, PPI indices are available at: <http://www.bls.gov/ppi/home.htm>. Scroll to and click on: "Series Report"; Enter Series ID "WPU#####" (see Series ID codes above) and scroll to and click on "Retrieve Data".

- be in accordance with the requirements, specifications, terms, and conditions of the Contract.

The Department may, in its sole discretion, accept or deny any requested per Commodity Group and Manufacturer / Brand Name MSRP List update. If a per Commodity Group and Manufacturer / Brand Name MSRP List update request is approved by the Department, it shall not become effective for new orders placed by Eligible Users until the Department approved effective date and posting by the Department.

5.9 Acquisition by Eligible Users

Eligible Users are encouraged to purchase any contracted Commodities and contractual services, including Base Equipment; OEM Options, Accessories, & Implements; and OEM Parts, that will meet their needs, provide the lowest total cost, and be in accordance with the Eligible User's applicable procurement and fleet statutes, laws, ordinances, codes, rules, policies, and procedures. Any non-contract products and services must be ordered and invoiced as non-contract options separately from Contract purchases in accordance with the Eligible User's applicable procurement and fleet statutes, laws, ordinances, codes, rules, policies, and procedures.

Eligible Users may purchase Base Equipment with any individual or combination of contracted OEM Options, Accessories, & Implements and OEM Parts or without any contracted OEM Options, Accessories, & Implements and OEM Parts. Additionally, OEM Options, Accessories, & Implements and OEM Parts may be purchased separate of any contracted Base Equipment.

5.10 Contract Price Quotes and Sales Literature / Technical Information

Eligible Users may request and the Contractor will provide within five (5) business days no charge Contract Price Quotes under the Contract. The Contractor agrees that Contract Price Quotes provided to an Eligible User shall be submitted for only those Commodity Groups, Manufacturer / Brand Names, and Commodities which the Contractor is awarded, and that the awarded Commodities quoted are the minimum required to meet the Eligible User's needs. All Contract Price Quotes will be according to the Prices, Discounts, requirements, specifications, terms, and conditions of the Contract, and will include the following:

- Quotation Date.
- Quotation Number (as applicable).
- Contractor Information.
- State Term Contract Number and Name.
- Base Equipment: Commodity Group, Line Number, Base Equipment code and description, and negotiated Base Equipment Net Price (per Section 5.6, Ceiling Prices).

- OEM Options, Accessories, & Implements (if applicable, individually listed): OEM Option, Accessory, & Implement code and description; OEM Option, Accessory, & Implement negotiated OEM Option, Accessory, & Implement Net Price (as applicable, per Section 5.6, Ceiling Prices).
- OEP Parts (if applicable, individually listed): OEM Part code and description, and negotiated OEM Part Net Price (per Section 5.6, Ceiling Prices).
- New License Plate Fee (if applicable, per Section 5.14, Commodities Title and Registration).
- Total State Term Contract negotiated Price (sum of the applicable negotiated Base Equipment Net Price(s); OEM Options, Accessories, & Implements Net Price(s); OEM Parts Net Price(s), and New License Plate Fee(s)).

During the Term of the Contract, the Contractor shall supply no charge printed Sales Literature and Technical Information to Eligible Users upon request, unless the literature and information requested is available on the Contractor's or Manufacturer's website. If the literature and information is available on the Contractor's or Manufacturer's website, the Contractor will direct the requesting Eligible User to the specific website location. All Eligible User requests for Sales Literature and Technical Information shall be completed by the Contractor within five (5) business days.

5.11 Purchase Orders

Under the Contract, Eligible Users may place orders using a Purchase Order or using a Purchasing Card, per Section 5.12. Purchase Orders issued by Eligible Users shall be in accordance with the Ordering Instructions (contained within Section 7.1, Price Sheet & Ordering Instructions) and the Prices, Discounts, requirements, specifications, terms, and conditions of the Contract. The Contractor and the Eligible User agree to the following:

- Under the Contract, Eligible Users may only place and Contractors shall only accept Purchase Orders for Commodity Group and Manufacturer / Brand Name and Commodities the Contractor is awarded.
- For each Commodity and contractual service ordered, Eligible Users are responsible for notating the following information on and with the Purchase Order based on their negotiations (per Section 5.6, Ceiling Prices) with the Contractor:
 - Eligible User's issuing contact person and contact information;
 - Contractor Information from the Ordering Instructions;
 - State Term Contract Number and Name;
 - Base Equipment: Commodity Group, Line Number, Base Equipment code and description, and negotiated Base Equipment Net Price (per Section 5.6, Ceiling Prices);
 - **Note:** Specify any special needs or instructions (e.g., other associated equipment).
 - OEM Options, Accessories, & Implements (if applicable, individually listed): OEM Option, Accessory, & Implement code and description; OEM Option, Accessory, & Implement negotiated OEM Option, Accessory, & Implement Net Price (as applicable, per Section 5.6, Ceiling Prices);
 - **Note:** Specify any special needs or instructions (e.g., other associated equipment).
 - OEP Parts (if applicable, individually listed): OEM Part code and description, and negotiated OEM Part Net Price (per Section 5.6, Ceiling Prices);
 - New License Plate Fee (if applicable, per Section 5.14, Commodities Title and Registration); and
 - Any Eligible User special instructions, requirements, terms, and conditions;
 - Total State Term Contract negotiated Price (sum of the applicable negotiated Base Equipment Net Price(s); OEM Options, Accessories, & Implements Net Price(s); OEM Parts Net Price(s), and New License Plate Fee(s)).
- Contractor will place all orders received with the Manufacturer(s) within seven (7) calendar days after receipt of the Purchase Order unless the Contractor has the applicable Base Equipment; OEM Options, Accessories, & Implements (if applicable); and OEM Parts (if applicable) ordered in their possession and can Deliver the order to the Eligible User within fourteen (14) calendar

days. All orders placed with the Manufacturer(s) shall be made in full compliance with the requirements, specifications, terms, and conditions herein.

- Contractor shall honor all Purchase Orders received during the Contract Period of Agreement (Section 5.2) for Commodity Group and Manufacturer / Brand Name Commodities the Contractor is currently awarded (Section 7.1, Price Sheet & Ordering Instructions).
- Unless the Contractor has the applicable Base Equipment; OEM Options, Accessories, & Implements (if applicable); and OEM Parts (if applicable) ordered by the Eligible User in their possession, the Contractor will provide an Acknowledgement of Order form, per Section 5.#, to the Eligible User.
- Contractor, from receipt of the Purchase Order until delivery is made to the ordering Eligible User, shall promptly notify the Eligible User of any potential delivery delays. Additionally, the Contractor must promptly advise the ordering Eligible User if their order may not be delivered prior to the end of the Eligible User's Fiscal Year (State Agency's Fiscal Year ends June 30). **Evidence of intentional delays in delivery shall be cause for default proceedings and / or Contract termination.**

This Section 5.11, Purchase Orders, does not modify or replace Section 4.2, Purchase Orders, of the Contract.

5.12 Purchasing Card

The State of Florida and numerous Eligible Users have adopted and implemented various Purchasing Card programs using different universal card formats (e.g., American Express, MasterCard, and Visa). Accordingly, the Contractor and the Manufacturer's authorized Dealers must have the ability to accept universal card format Purchasing Cards, including American Express, MasterCard, and Visa, during the Contract term. Contractors and Manufacturer's authorized Dealers may receive payments from Eligible Users by universal card format Purchasing Cards in the same manner as other credit / debit card purchases. Universal card format Purchasing Cards (e.g., American Express, MasterCard, and Visa) acceptance is mandatory, but is not the exclusive method of payment (e.g., Purchase Order). The method of ordering and payment (e.g., Purchase Order, Purchasing Card) shall be selected by the Eligible User.

The Eligible User will not fill out any Contractor or Manufacturer's authorized Dealer forms or separate contracts in association with the Contractor or Manufacturer's authorized Dealer accepting a Purchasing Card payment. Contractors and Manufacturer's authorized Dealers are not allowed to charge a fee for accepting a Purchasing Card payment. Surcharges or convenience fees are prohibited. On-line billing or payment systems maintained by the Contractor, Manufacturer's authorized Dealer, or their respective agent will not store the card holder's name, account number, and expiration date for re-use. Card holders will provide the Contractor or Manufacturer's authorized Dealer, as applicable, with card account information at each Purchasing Card transaction.

All individual purchases made using a Purchasing Card must be equal to or less than \$500.00, and Contractors, Manufacturer's authorized Dealers, and Eligible Users may not intentionally segment or divide orders to avoid the stated dollar limitation.

5.13 Acknowledgement of Order

For orders which the Contractor does not have the awarded Commodities in stock and cannot Deliver the Commodities to the ordering Eligible User within fourteen (14) calendar days, the Acknowledgement of Order form shall be fully completed and issued by the Contractor to notify the ordering Eligible User of the receipt of the Purchase Order for Commodities awarded under the Contract, the Manufacturer's order confirmation information, and the estimated delivery date.

The Contractor must mail, email, or fax the fully completed Acknowledgement of Order form to the ordering Eligible User's issuing office within fourteen (14) calendar days from the date the Contractor receives the Purchase Order under the Contract. Failure of the Contractor to provide the ordering Eligible User the Acknowledgement of Order form within fourteen (14) calendar days from the date the Contractor received the Purchase Order will be considered acceptance of the order by default, which, if necessary, shall require the provision of the next new model of the Commodity, which meets the Prices, Discounts, requirements, specifications, terms, and conditions herein.

Submission of the Acknowledgement of Order form is to be the responsibility of the Contractor without prompting or notification by the Contract Manager or Eligible User. **Repeated failures by the Contractor to submit completed Acknowledgement of Order forms to the ordering Eligible Users shall be cause for default proceedings and / or Contract termination.**

Upon Contract Formation, Section 2.17, the Department shall distribute, in electronic format, the Acknowledgement of Order form to be used by the Contractor.

5.14 Commodities Title and Registration

Applicable awarded Commodities delivered under the Contract will be titled and registered by the Contractor in accordance with Chapters 319 and 320 of the Florida Statutes. The Contractor shall send any necessary form(s) that must be signed by an authorized representative of the Eligible User with the awarded Commodity(ies) upon delivery, and the Contractor shall obtain any necessary signature(s) and complete the titling and registration process for the Eligible User in a timely manner.

In the event the Eligible User is permitted by statute, law, rule, ordinance, code, policy, and procedure to obtain Title and Registration independent of the Contractor, and chooses to obtain Title and Registration independent of the Contractor, the Eligible User shall notify the Contractor in writing of this decision no later than three (3) business days following receipt of the Acknowledgement of Order form, per Section 5.8, Acknowledgement of Order. However, the Eligible User will then be obligated to Title and Register the awarded Commodity per applicable statute, law, rule, ordinance, code, policy, and procedure, and the Contractor shall provide any documents necessary for the Eligible User to do so.

For applicable awarded Commodities, Eligible Users may elect to transfer an existing license plate, or may choose to obtain a new license plate.

- Should an Eligible User elect to transfer an existing license plate, this is the standard default order type and does not require specific notation on the Purchase Order. All related fees, see Section 5.6, Ceiling Prices, are included in the Base Equipment Net Price.
- Should an Eligible User elect to obtain a new license plate in lieu of transferring their old license plate, or if the awarded Commodity is an addition to their fleet and requires a new license plate, the Purchase Order should include a notation and an additional amount to cover the cost of a new license plate. The Contractor is not required to obtain new license plates for the Eligible User unless there is a notation and a new license plate fee is included on the Purchase Order. All related charges and fees, see Section 5.6, Ceiling Prices, except the new license plate cost are included in the Base Equipment Net Price.
 - The Eligible User's Purchase Order notation for a new license plate must include the request for a new license plate, what type of license plate is required, and a contact person's name, title, and telephone number should there be any questions.
 - The Contractor may obtain special plates such as "State", "County", or "City" from most county tax offices, but agency plates such as "DOT", "DC", "DNR", etc. must be obtained from the Department of Highway Safety and Motor Vehicles, Division of Motor Vehicles, in Tallahassee, Florida.

Note: The State of Florida is self-insured; therefore, a "Proof of Insurance" form is not required (Refer to F.S. Chapter 284.30, Part II) for Title and Registration. Questions concerning the lack of a "Proof of Insurance Certificate" when applying for a license plate may be answered by calling (850) 488-4127.

5.15 Transportation and Delivery

In conjunction with Section 5.6, Ceiling Prices, Base Equipment Net Prices; OEM Options, Accessories, & Implements Net Prices; and OEM Parts Net Prices shall include all charges for packing, handling, freight, distribution, and delivery. Transportation and Delivery of goods shall be FOB Destination to any point statewide as follows:

- Manufacturer direct to the Eligible User: Within one hundred eighty (180) calendar days after receipt of order.
- Dealer to the Eligible User: Within fourteen (14) calendar days after receipt of order or the Commodities from the Manufacturer(s), with one exception – Commodities requiring post-Manufacturer Dealer installed OEM Options, Accessories, & Implements must be delivered within thirty (30) calendar days after receipt of the Commodities from the Manufacturer(s).

Delivery of the awarded Commodity is defined as receipt of the Commodity at the Eligible User's place of business or designated location. Delivery does not constitute Acceptance, per Section 5.16 of the Contract. The Contractor must give the ordering Eligible User a minimum of twenty-four (24) hours notice prior to delivery. Deliveries will be received as stipulated by the Eligible User.

Deliveries of awarded Commodities shall be made by either private or common carrier transport. Where deliveries may be accomplished by driving the self-propelled, street-legal, Commodity three (3) road miles or less, the self-propelled Commodity may be driven, under supervision, to the delivery location. The Contractor must comply with the Manufacturer's break-in requirements and all applicable traffic laws.

All self-propelled operator occupied Commodities Delivered by the Contractor to the Eligible User shall contain no less than one-quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery. At the Eligible User's option, Commodities with less than one-quarter (1/4) tank of fuel at delivery may be rejected or \$3.00 per gallon or gallon equivalent up to one-quarter of the Commodity's fuel tank capacity may be deducted from the invoice and payment.

The Contractor will perform the standard Manufacturer's Pre-Delivery Inspection, and is responsible for delivering an awarded Commodity that is properly serviced, clean, and in first class operating condition. Pre-delivery service, at a minimum, shall include the following:

- Complete lubrication of operating chassis, engine, and mechanisms with Manufacturer's recommended grades of lubricants;
- Check / Fill all fluid levels to assure proper fill;
- Adjust engine(s) to proper operating condition(s);
- Inflate tires to proper pressure;
- Check to assure proper operation of all accessories, gauges, lights, and mechanical and hydraulic features;
- Clean equipment, if necessary, and remove all unnecessary tags, stickers, papers, etc.;
- Assure that the awarded Commodity is completely assembled (unless otherwise noted in the following sub-section) including Base Equipment and OEM Options, Accessories, & Implements, thoroughly tested, and ready for immediate operation upon delivery; and
 - For Commodities within Commodity Group No. 16, the Commodities shall be fully assembled except that components vulnerable to damage, pilferage, and loss, or that would otherwise increase cubage, such as controls, control rods, levers, and handles may be packed separately. For such Commodities, printed assembly instructions along with all bolts, nuts, pins, and washers necessary to assemble removed components shall be securely packaged with the Commodities.
- Where applicable, packaged to insure safe delivery to the destination. Packaging shall comply with the requirements of Section 403.7191, Florida Statutes. Each package will be marked to include the name of the Contractor, the State Term Contract number, Purchase Order number, and brief description of the contents.

All Commodities will be delivered with each of the following applicable documents completed and included:

- Copy of the Manufacturer's Pre-Delivery Inspection form, which meets or exceeds the requirement herein;
- Copy of ordering Eligible User's Purchase Order;
- Copy of the applicable Manufacturer(s)'s specification(s);
- Copy of the Manufacturer's Invoice(s) (prices may be deleted or obscured) for each Commodity, including individual Base Equipment and OEM Options, Accessories, & Implements, in the shipment;
- Manufacturer's Window Sticker(s), if applicable;
- Manufacturer's Certificate of Origin, if applicable;
- Manufacturer's Operator Manual, and (if not included in the operator manual) one (1) each of the Manufacturer's lubrication and maintenance instructions;
- Copy of the Manufacturer's Standard Warranty Certifications;
- Sales Tax Exemption Form, if applicable;
- Temporary Tag and twenty (20) day Extension Tag, if applicable; and
- DHSMV82040, Application for Certificate of Title and/or Vehicle Registration, if applicable.

Deliveries that do not include the above applicable forms and publications, or that have forms that have been altered, or are not properly completed, will be refused! Repeated failures by the Contractor to include the above properly completed forms and publications, or that have submitted altered forms, to the ordering Eligible Users shall be cause for default proceedings and / or Contract termination.

These Transportation and Delivery requirements, terms, and conditions also apply to the re-delivery of an awarded Commodity that was previously rejected upon initial delivery.

This Section 5.13, Transportation and Delivery, supersedes and replaces Section 4.11, Transportation and Delivery.

5.16 Acceptance

The Eligible User, within three (3) business days of delivery, will thoroughly inspect the Commodity(ies) received for acceptability. The Eligible User shall compare the physical Commodity(ies) delivered; Contract Prices, Discounts, requirements, specifications, terms, and conditions; Purchase Order; and Manufacturer's Window Sticker / Manufacturer's Invoice(s) to ensure the Commodity(ies) received meet or exceed the requirements, specifications, terms, and conditions of the Contract and Purchase Order. Additionally, the Eligible User will inspect the Commodity(ies) for any physical damage. The Contractor is obligated to correct any errors or damage in the Commodity(ies). Failure by the Eligible User to discover an error in the Commodity(ies) shall not relieve the Contractor from their obligation to correct the error in the event it is found anytime after the Commodity(ies) is delivered.

The Parties agree that inspection and Acceptance will be the Eligible User's responsibility and occur at the location of the Eligible User. Title and risk of loss or damage to all Commodities shall be the responsibility of the Contractor until Accepted by the Eligible User. The Contractor shall be responsible for filing, processing, and collecting all damage claims. The Eligible User shall assist the Contractor by:

- Recording any evidence of visible damage on all copies of the delivering carrier's bill of lading;
- Report any known visible and concealed damage to the carrier and the Contractor;
- Confirm said reports in writing within fifteen (15) business days of delivery, requesting that the carrier inspect the damaged merchandise; and
- Provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

Transportation and Delivery of the Commodity(ies), per Section 5.15 of the Contract, does not constitute Acceptance for the purpose of payment. Final Acceptance and authorization of payment shall be given by the Eligible User only after a thorough inspection indicates that the Commodity(ies) is undamaged and meets the Contract requirements, specifications, terms, and conditions. Should the delivered Commodity(ies) be damaged or differ in any respect from the Contract requirements,

specifications, terms, and conditions, payment will be withheld until such time as the Contractor completes the required, Eligible User approved, corrective action(s).

Should the Commodity(ies) require service or adjustments as part of the Eligible User approved corrective action(s), the Contractor shall either remedy the defect(s) or be responsible for reimbursing the Manufacturer's local authorized service Vendor or others selected by the Eligible User to remedy the defect(s). The Contractor shall initiate such required service or adjustments within two (2) business days following notification by the Eligible User. The Commodity(ies) will not be Accepted until all service and / or adjustments are satisfactory and the Commodity(ies) is re-delivered in acceptable condition. The costs of any Transportation and Delivery, Section 5.15, required as part of the initial or any re-deliveries due to error or damage are the responsibility of the Contractor.

The ordering Eligible User shall notify the Department of any Contract deviation that it cannot resolve with the Contractor. The Department and Eligible User will develop a corrective action plan related to the Contract deviation, which may include the Eligible User's permanent refusal to Accept the Commodity(ies), in which case the Commodity(ies) shall remain the property of the Contractor, and the Eligible User and the State will not be liable for payment for any portion thereof.

5.17 Contract Sales Summary and Transaction Fee Reports

Contract Sales Summary: The Contractor is required to provide annual fiscal year Contract Sales Summaries to the Contract Manager within fifteen (15) calendar days after the end of each fiscal year during the term of the Contract, including any renewals. The fiscal year is a twelve (12) month period beginning July 1 and ending on June 30 of each year. Contract Sales Summaries shall document all orders completed, for which payment was received, during the specified fiscal year. Contract Sales Summaries will have two (2) separate components:

1. The report's first component shall specifically document the quantity and total sales by Commodity Group and Manufacturer / Brand Name sold; including Base Equipment; OEM Options, Accessories, & Implements; and OEM Parts; differentiating between Eligible User types, State Agencies and Other Eligible Users.
2. The report's second component shall specifically document all individual sales, including the sales date, Eligible User's organization name, a brief Commodity and / or contractual service description, quantity, and total sales amount.

The Contractor is also required to provide partial year Contract Sales Summaries under the same terms as the annual summaries for portions of the Contract term that occur outside a complete fiscal year. These partial summaries will be due July 15, 2010 for the period beginning on the Contract Formation date, per Section 2.17, and ending June 30, 2010, and within fifteen (15) calendar days after the termination of the Contract for the period beginning July 1 of the Contract's final year and ending on the Contract termination date. The Department may require additional ad hoc Contract Sales Summaries for various periods of time; the Contractor shall submit these specific ad hoc summaries within twenty (20) calendar days of notification by the Department.

Initiation and submission of the Contract Sales Summaries are to be the responsibility of the Contractor without prompting or notification by the Contract Manager. The Contractor will submit the completed Contract Sales Summary forms by email to the Contract Manager as stipulated. The Department shall distribute, in electronic format, the Contract Sales Summary forms to be used by the Contractor upon Contract Formation, Section 2.17.

Transaction Fee Report: The Contractor is required to submit monthly Transaction Fee Reports in electronic format. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and Vendor training presentations available online at the Transaction Fee Reporting and Vendor Training subsections under Vendors on the MyFloridaMarketPlace website (located at <http://dms.myflorida.com/mfmp>). Assistance is also available with the Transaction Fee Reporting System from the MyFloridaMarketPlace Customer Service

Desk at feeprocessing@myfloridamarketplace.com or 866-FLA-EPRO (866-352-3776) between the hours of 8:00 AM to 5:30 PM Eastern Time.

5.18 Lobbying

In accordance with Section 216.347, Florida Statutes, and as provided herein, the Contractor may not expend any State funds for the purpose of lobbying the legislature, the judicial branch, the executive branch, or any State Agency. This restriction does not apply to requests of the Contractor to provide any information relating to any aspect of this Contract, if requested by any legislative, judicial, or executive branch, or any State Agency.

5.19 Compliance with Laws

The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and authority. By way of non-exhaustive example, Chapter 287 of the Florida Statutes and Chapter 60A-1 of the Florida Administrative Code govern the Contract. By way of further non-exhaustive example, the Contractor shall comply with section 247A(e) of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of such laws shall be grounds for Contract termination.

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SECTION 6.0
TECHNICAL SPECIFICATIONS

CONTENTS:

- 6.1 DEFINITIONS**
- 6.2 SCOPE AND ELIGIBLE COMMODITIES**
- 6.3 COMMODITY SPECIFICATIONS AND STANDARDS**
- 6.4 FEDERAL AND STATE STANDARDS**
- 6.5 TESTING**
- 6.6 WARRANTY**
- 6.7 COMMODITY COMPLIANCE AND COMPATIBILITY**

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6.1 Definitions

The Definitions found and referenced in the Special Conditions, Section 5.1, shall apply to this Section 6.1, Definitions.

6.2 Scope and Eligible Commodities

The Construction, Industrial, Agricultural, & Lawn Equipment Commodities (including the Base Equipment; associated OEM Options, Accessories, & Implements; and associated OEM Parts) offered under the Contract shall be classified under twenty-four (24) Commodity Groups, which are listed and described as follows:

GROUP	APPLICABLE COMMODITY CODE(S)*	GROUP DESCRIPTION
Group No. 1	760-360	CONSTRUCTION/INDUSTRIAL, MOTOR GRADER & MAINTAINER
Group No. 2	760-840	CONSTRUCTION/INDUSTRIAL, EXCAVATOR: CRAWLER/TRACK, WHEEL, & TRUCK MOUNTED
Group No. 3	760-900	CONSTRUCTION/INDUSTRIAL, DOZER: CRAWLER/TRACK & WHEEL
Group No. 4	760-420	CONSTRUCTION/INDUSTRIAL, LOADER: CRAWLER/TRACK
Group No. 5	760-460	CONSTRUCTION/INDUSTRIAL, LOADER: SKID STEER
Group No. 6	760-480	CONSTRUCTION/INDUSTRIAL, LOADER: WHEEL
Group No. 7	760-960	CONSTRUCTION/INDUSTRIAL, BACKHOE-LOADER: CRAWLER/TRACK & WHEEL
Group No. 8	560-650	FORKLIFT/TELESCOPIC HANDLER, RIDING TYPE (INCLUDING ROUGH TERRAIN)
Group No. 9	765-900	TRACTOR, AGRICULTURAL/SPECIALTY: CRAWLER/TRACK & WHEEL (INCLUDING 4WD)
Group No. 10	765-900	TRACTOR, UTILITY: CRAWLER/TRACK & WHEEL (EQUAL TO OR GREATER THAN 40 HP)
Group No. 11	765-900	TRACTOR, COMPACT UTILITY: CRAWLER/TRACK & WHEEL (LESS THAN 40 HP)
Group No. 12	071-860	UTILITY VEHICLE, OFF-ROAD: PASSENGER, CARGO, INDUSTRIAL, & TURF (NOT INCLUDING LOW-SPEED VEHICLE ("LSV") OR NEIGHBORHOOD ELECTRIC VEHICLE ("NEV"))
Group No. 13	071-820	ALL TERRAIN VEHICLE ("ATV")
Group No. 14	071-840	AMPHIBIOUS ALL TERRAIN VEHICLE ("AATV")
Group No. 15	020-010, 020-030, 020-150, 020-360, 020-660, 020-670, 515-070, 515-140, 515-210, 515-280, 515-350, 515-490, 515-700, 515-770, 515-860, 765-430, 765-640, Etc.	ACCESSORY & IMPLEMENT, MOWER/TRACTOR/VEHICLE/EQUIPMENT MOUNTED OR TOWED: INCLUDING AERATOR, BACKHOE, BLOWER, BOX BLADE, CATCHER, CHIPPER/SHREDDER, DETHATCHER, DOZER BLADE, EDGER, GRINDER, LOADER, MATERIAL HANDLING (E.G., FORKS), MOWER/CUTTER (FINISHING, FLAIL, ROTARY, SICKLE, & REEL TYPES; BOOM MOUNTED OR PULL BEHIND), PAINTER, PLOW, POSTHOLE DIGGER, PULVERIZER, RAKE, SEEDER, SOD CUTTER, SPIKER, SPLITTER, SPRAYER, SPREADER, TILLER, TOPDRESSER, TRENCHER, TRIMMER, & VACUUM
Group No. 16	020-660, 515-070, 515-140, 515-210, 515-350, 515-490, 515-700, 515-770, 545-680, Etc.	LAWN EQUIPMENT; STANDING, HAND-HELD, BACKPACK, & WALK/WORK-BEHIND: INCLUDING AERATOR, BLOWER, CHAIN SAW, CHIPPER/SHREDDER, EDGER, GRINDER, PAINTER, OVERSEEDER, RAKE, SEEDER, SOD CUTTER, TILLER, TOPDRESSER, TRIMMER, & VACUUM (NOT INCLUDING MOWER)
Group No. 17	515-630	MOWER, LAWN, WALK/STAND-BEHIND, OCCASIONAL/RESIDENTIAL TYPE
Group No. 18	515-630	MOWER, LAWN, WALK/STAND-BEHIND, PROFESSIONAL/COMMERCIAL TYPE
Group No. 19	515-630	MOWER/TRACTOR, LAWN, RIDING TYPE
Group No. 20	515-630	MOWER/TRACTOR, LAWN & GARDEN, RIDING TYPE
Group No. 21	515-630	MOWER, FRONT (REAR WHEEL STEERING), RIDING TYPE
Group No. 22	515-630	MOWER, ZERO TURN RADIUS, RIDING TYPE
Group No. 23	515-630	MOWER, WIDE-AREA, RIDING TYPE
Group No. 24	515-900	GOLF & TURF EQUIPMENT, OTHER (NOT INCLUDED IN OTHER GROUPS)
* - Applicable Commodity Codes are provided for general information purposes only. Eligible Users must confirm the appropriate and applicable Commodity Code(s) to be used.		

The Contract is intended to cover only those Construction, Industrial, Agricultural, and Lawn Equipment Commodities generally used by the State of Florida as listed and described herein, and does not include all varieties of equipment that are commercially available. Commodities not eligible, permitted, included, or available under the requirements, specifications, terms, and conditions of the Contract include, but are not limited to, portable generators, pressure washers, specialty forestry equipment, and street-legal small utility vehicles (a.k.a. Low-Speed Vehicles ["LSVs"], Neighborhood Electric Vehicles ["NEVs"]). The Department in its sole discretion shall determine the eligibility and acceptability of all Commodities available and included under the Contract. The Contractor will be responsible for removing all non-eligible and unacceptable Commodities under the Contract.

Delivery of non-conforming Commodities and contractual services, which are not remedied as required herein, shall be cause for default proceedings and / or Contract termination.

6.3 Commodity Specifications and Standards

The Commodity Specifications and Standards are based on the known needs of Eligible Users and best information available to the Department at the time the Commodity Specifications and Standards were created.

The following specifications and standards form a part of the overall Technical Specifications except as modified or noted herein.

All Commodities, including all Base Equipment; OEM Options, Accessories, & Implements; OEM Parts; and their respective features, equipment, and components, must individually and jointly comply with the following:

- All Commodities shall be designed, constructed, equipped, assembled (except as specified in Section 5.15, Transportation and Delivery), and installed (OEM Parts do not include installation) to be fully suitable for their intended use, purpose, and service;
- All Commodities shall be new and unused (except as specified in Section 5.15, Transportation and Delivery), for the current Manufacturer's model year or later, of current or recent production, and of the latest design and construction;
- All Commodities shall be bio-diesel (B-20), compressed natural gas ("CNG"), diesel, electric, gasoline (E-10 to E-85), liquefied petroleum gas ("LPG"), natural gas, or propane powered;
- All Commodities shall include all OEM standard features, equipment, and components, Manufacturer or Dealer installed according to the Manufacturer's standard procedures, requirements, and specifications;
- All Commodities shall be free of damage and / or rust which may affect appearance or serviceability;
- All Commodities shall comply with current legal, customary, reasonable, and prudent standards of professionalism and care in the industry;
- All Commodities shall comply with current mandatory and applicable federal and State of Florida motor vehicle, mobile equipment, legal, safety, and environmental standards and requirements; and
- All Commodities shall meet the requirements, specifications, terms, and conditions herein.

No Contractor's or Dealer's advertising or identification (name, logos, etc.) is permitted on the Commodities, including all Base Equipment; OEM Options, Accessories, & Implements; OEM Parts; and their components. Commodity Manufacturer's advertising or identification (name, model, logos, etc.) shall be permitted on the respective Commodities if such advertising or identification is a Manufacturer's standard on the specific Commodity. The Department in its sole discretion will determine what is Contractor's or Dealer's advertising or identification, what is Commodity Manufacturer's advertising or identification, and what advertising or identification is acceptable. The Contractor shall be responsible for removing, without damage, all unacceptable advertising or identification.

Delivery of non-conforming Commodities and contractual services, which are not remedied as required herein, shall be cause for default proceedings and / or Contract termination.

6.4 Federal and State Standards

It is the intent of the Department that all specifications herein are in full and complete compliance with all federal and State of Florida laws, requirements, and regulations applicable to the type and class of Commodities and contractual services being provided. This includes, but is not limited to, Federal Motor Vehicle Safety Standards ("FMVSS"), Occupational Safety and Health Administration ("OSHA"), Environmental Protection Agency ("EPA") Standards, and State of Florida laws, requirements, and regulations that apply to the type and class of Commodities and contractual services being provided. In addition, any applicable federal or State legislation that should become effective during the term of the Contract, including any renewals, regarding the Commodities and contractual services' specifications, safety, and environmental requirements shall immediately become a part of the Contract. The Contractor must meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the Contractor and Authorized Dealer must contact the Contract Manager immediately.

Delivery of non-conforming Commodities and contractual services, which are not remedied as required herein, shall be cause for default proceedings and / or Contract termination.

6.5 Testing

Samples of delivered Commodities and contractual services may be selected at random by the Department or Eligible User and tested for compliance with the requirements, specifications, terms, and conditions.

Delivery of non-conforming Commodities and contractual services, which are not remedied as required herein, shall be cause for default proceedings and / or Contract termination.

6.6 Warranty

The Manufacturer's Standard Warranty shall cover all Commodities and contractual services of the Contract. The Manufacturer's Standard Warranty is required to provide coverage against defective material, workmanship, and failure to perform in accordance with the specifications and required performance criteria. The Manufacturer's Standard Warranty coverage must be identical to or exceed the most inclusive of those normally provided for the Commodities and contractual services specified herein that are sold to any state or local governments. The Manufacturer's Standard Warranty shall have a minimum term of one (1) year from the date of Acceptance, Section 5.16, and will begin only at the time of Acceptance by the Eligible User.

Should the Manufacturer's Standard Warranty conflict with any requirements, specifications, terms, or conditions of the Contract, the Contract requirements, specifications, terms and conditions shall prevail. The Manufacturer's Standard Warranty terms and conditions are not part of the Contract requirements, specifications, terms, and conditions.

Delivery of non-conforming Commodities and contractual services, which are not remedied as required herein, shall be cause for default proceedings and / or Contract termination.

6.7 Commodity Compliance and Compatibility

It is the Contractor's responsibility to insure that the Commodity / Commodities supplied are compliant with the Contract requirements, specifications, terms, and conditions. Additionally, the Contractor must insure that the Commodity / Commodities ordered by the Eligible User are fully compatible with each other and with any associated pre-existing Commodity / Commodities possessed by the Eligible User and pre-disclosed to the Contractor by the Eligible User. The Contractor's acceptance of the Eligible User's Purchase Order shall indicate that the Contractor agrees to deliver Commodity / Commodities

that will be fully compliant and compatible with the Contract requirements, specifications, terms, and conditions.

In the event any ordered Base Equipment; OEM Options, Accessories, & Implements; OEM Parts; and their respective features, equipment, and components are found by the Eligible User to be missing, incorrect, defective, damaged, non-compatible, or non-compliant, the Contractor shall, at the Eligible User's discretion, be required to do one of the following:

- Install or repair the Base Equipment; OEM Options, Accessories, & Implements; OEM Parts; and their respective features, equipment, and components;
- Replace the Base Equipment; OEM Options, Accessories, & Implements; OEM Parts; and their respective features, equipment, and components; or
- Refund the purchase price of the applicable Base Equipment; OEM Options, Accessories, & Implements; and OEM Parts to the Eligible User.

Any changes necessary after the delivery of the Commodity / Commodities that are required to bring a Commodity / Commodities into compliance and / or compatibility due to an incorrect order fulfillment by the Contractor will be accomplished at the Contractor's expense.

Delivery of non-conforming Commodities and contractual services, which are not remedied as required herein, shall be cause for default proceedings and / or Contract termination.

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SECTION 7.0
PRICE SHEET & ORDERING INSTRUCTIONS AND FORMS

CONTENTS:

- 7.1 PRICE SHEET & ORDERING INSTRUCTIONS**
(MICROSOFT EXCEL™ ATTACHMENT REQUIRING SEPARATE DOWNLOAD; SUBMITTED ORIGINAL(S) MAINTAINED BY THE DEPARTMENT OF MANAGEMENT SERVICES.)
- 7.2 SOLICITATION PREPARATION CHECKLIST**
(SUBMITTED ORIGINAL(S) MAINTAINED BY THE DEPARTMENT OF MANAGEMENT SERVICES.)
- 7.3 MANUFACTURER'S CERTIFICATION**
(SUBMITTED ORIGINAL(S) MAINTAINED BY THE DEPARTMENT OF MANAGEMENT SERVICES.)
- 7.4 SAVINGS / PRICE REDUCTIONS**
(SUBMITTED ORIGINAL(S) MAINTAINED BY THE DEPARTMENT OF MANAGEMENT SERVICES.)
- 7.5 CONTRACT SIGNATURE PAGE**
(PLEASE NOTE: THIS DOCUMENT IS PROVIDED FOR REFERENCE PURPOSES AND IS NOT REQUIRED TO BE SUBMITTED AS PART OF A SOLICITATION RESPONSE. HOWEVER, SHOULD THE DEPARTMENT DETERMINE TO MAKE AWARD, SUBMITTAL OF THIS DOCUMENT IN DUPLICATE SHALL BE REQUIRED. ANY SUBMITTED ORIGINAL(S) MAINTAINED BY THE DEPARTMENT OF MANAGEMENT SERVICES.)
- 7.6 CERTIFICATION OF DRUG-FREE WORKPLACE**
(SUBMITTED ORIGINAL(S) MAINTAINED BY THE DEPARTMENT OF MANAGEMENT SERVICES.)

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7.2 Solicitation Preparation Checklist

The Solicitation Preparation Checklist is a guide to assist the Respondent in verifying the completeness of their response. The Solicitation Preparation Checklist does not relieve the Respondent of the responsibility of ensuring that all requirements of the solicitation are met with submittal of their response. Check off each of the following as you comply:

_____ The Respondent has fulfilled all Sales Summary, Usage Fee, and Transaction Fee reporting and payment requirements as specified in the requirements, terms, and conditions of all previous or existing agreements with State of Florida agencies.

_____ Download, read, understand, and agree to the entire solicitation, including all attachments (ITB No. 03-760-000-S; Construction, Industrial, Agricultural, & Lawn Equipment: Sections 1.0 through 7.6 of the solicitation, and the MyFloridaMarketPlace RFX Info tab contents).

_____ Review and abide by the Timeline, Section 1.2 of the solicitation.

_____ If necessary, review the MyFloridaMarketPlace Sourcing Tool Online Training Guide and / or receive assistance from the MyFloridaMarketPlace Customer Service Desk at 866-FLA-EPRO (866-352-3776) or vendorhelp@myfloridamarketplace.com.

_____ Submit any Questions via the MyFloridaMarketPlace Q&A Board, no later than as specified in the Timeline, Section 1.2 of the solicitation.

_____ View the Department's Answers to the submitted questions as posted in any Addendum or Amendment to the solicitation on the MyFloridaMarketPlace Sourcing Tool and / or Vendor Bid System.

_____ Download the Price Sheet & Ordering Instructions (Section 7.1), review carefully, enter required discounts and information on the Price Sheet & Ordering Instructions, and upload the Price Sheet & Ordering Instructions to the MyFloridaMarketPlace Sourcing Tool as required.

_____ Provide answers to all required questions within the MyFloridaMarketPlace Sourcing Tool.

_____ Submit response using the MyFloridaMarketPlace Sourcing Tool.

_____ Mail any required documents and forms specified in Section 3.9, Submittal of Response, of the solicitation documents to the attention of:

Christopher P. Walker, FCCM
Purchasing Analyst
Division of State Purchasing
Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, FL 32399-0950

The outer packaging shall clearly state Solicitation Title, Solicitation Number, and Solicitation Opening Date and Time.

7.3 Manufacturer's Certification

This is to certify that _____
Organization Name

is the Manufacturer or Manufacturer's authorized Dealer of _____.
Manufacturer / Brand Name

BY: _____

DATE: _____

MANUFACTURER NAME: _____

ADDRESS: _____

TELEPHONE NUMBER(S): _____

E-MAIL: _____

AUTHORIZED EMPLOYEE NAME: _____

TITLE: _____

SIGNATURE: _____

NOTE: THE MANUFACTURER'S CERTIFICATION FORM MUST BE COMPLETED AND SUBMITTED PER SECTION 3.9.6, MANUFACTURER'S CERTIFICATION.

7.4 Savings / Price Reductions

The Respondent is required to furnish the combined average percent (%) savings offered compared to MSRP, retail, list, published, or other usual and customary prices that would be paid by the purchaser without benefit of a contract resulting from this solicitation.

DATE _____

Competitive Discounts offered in Section 7.1, Price Sheet & Ordering Instructions, provide [Insert Savings % for Commodities Offered in Table Below] % combined average savings off of the MSRP, retail, list, published, or other usual and customary prices for:

GROUP	COMBINED AVERAGE % SAVINGS OFF MSRP
Group No. 1	%
Group No. 2	%
Group No. 3	%
Group No. 4	%
Group No. 5	%
Group No. 6	%
Group No. 7	%
Group No. 8	%
Group No. 9	%
Group No. 10	%
Group No. 11	%
Group No. 12	%
Group No. 13	%
Group No. 14	%
Group No. 15	%
Group No. 16	%
Group No. 17	%
Group No. 18	%
Group No. 19	%
Group No. 20	%
Group No. 21	%
Group No. 22	%
Group No. 23	%
Group No. 24	%
TOTAL AVERAGE:	%

HOW CAN WE VERIFY THE CLAIMED SAVINGS (example: retail or other usual and customary prices published at [URL], or other source of benchmark prices [supply documents])?

AUTHORIZED SIGNATURE: _____
 TELEPHONE NUMBER: _____
 RESPONDENT NAME: _____

IF CONTRACT AWARDED, STATE PURCHASING ANALYST / SPECIALIST TOOK THE FOLLOWING
STEPS TO VERIFY THE SAVINGS OFFERED:

WHAT WERE THE RESULTS? _____

PURCHASING ANALYST / SPECIALIST: _____

PUR 7064 (Rev 2/04)

7.5 Contract Signature Page

CONTRACT

This Contract, effective the last date signed below, is by and between the State of Florida, Department of Management Services ("Department"), an agency of the State of Florida with offices at 4050 Esplanade Way, Tallahassee, Florida 32399-0950, and the entity identified below as Contractor ("Contractor").

The Contractor responded to the Department's Invitation to Bid ("ITB") No. 03-760-000-S; Construction, Industrial, Agricultural, & Lawn Equipment. The Department has determined to accept select Contractor's offers and to enter into this Contract in accordance with the requirements, specifications, terms, and conditions of the solicitation.

Accordingly, and in consideration of the mutual promises contained in the Contract documents, the Department and the Contractor do hereby enter into this Contract, which is a state term contract authorized by section 287.042(2)(a) of the Florida Statutes (2001). The term of the Contract begins on the Contract Formation Date, per Section 2.17, and expires June 30, 2012. The Contract consists of the following documents, which, in case of conflict, shall have priority in the order listed, and which are hereby incorporated as if fully set forth:

- Any written Amendments to the Contract
- Section 6.0, Technical Specifications
- Section 5.0, Special Conditions
- Section 4.0, General Contract Conditions [PUR1000 (10/06)]
- This document, Section 7.5, Contract Signature Page
- Section 7.1, Price Sheet & Ordering Instructions
- Section 3.0, Special Instructions to Respondents
- Section 2.0, General Instructions to Respondents [PUR1001 (10/06)]
- Any Purchase Order under the Contract
- Contractor's Response

State of Florida, Date
Department of Management Services
By: Linda H. South, Secretary

Contractor Name: _____
Street Address or P.O. Box: _____
City, State, Zip: _____

(Seal)

By: Date
Its' (Title):

Approved as to form and legality by the Department of
Management Services, General Counsel's Office:

Print Name: _____ Date: _____

7.6 Certification of Drug-Free Workplace

Section 287.087 of the Florida Statutes provides that, where identical tie offers are received, one preference shall be given to an offer received from a Respondent that certifies it has implemented a drug-free workforce program. Please sign below and return this form to certify that your business has a drug-free workplace program.

- 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 the solicitation a copy of the statement specified in Subsection (1).
- 4) In the statement specified in Subsection (1), notify the employees, as a condition of working on the commodities or contractual services that are under the solicitation, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements. False statements are punishable at law.

DATE: _____

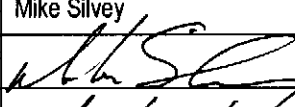
ORGANIZATION NAME: _____

BY: _____

Authorized Signature _____ Print Name and Title _____



CITY OF PORT ORANGE
(State of Florida Contract Piggyback)

Eligible User¹:	City of Port Orange, Florida
Department:	Public Works
State Contract Number:	760-000-10-1
State Contract Description:	Construction, Industrial & Lawn Equipment
State Contract Contractor:	Toro Equipment
Contractor's Authorized Dealer:	Wesco Turf
Commodity or Service:	Agricultural Equipment
State Contract Term:	4/27/2010 to 12/31/2013
Piggyback Term:	12/31/2013 to 6/30/2015
Does the State Contract term expire before the end of the City's Fiscal Year?	Yes ☒ No ☐
Amount of Expenditure:	\$46,269.11
Contract Administrator:	Jeff Fontane, Fleet Manager
Department Head:	Mike Silvey
Signature:	
Date Signed:	12/29/2014

[CA 4674]

¹ Eligible User(s) include all governmental agencies. Governmental agency means any local government, or any department, commission, agency, or other instrumentality thereof. 287.042(21)(c), Florida Statutes.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 01/06/2015

Consent item: Yes

SUBJECT: Purchase of John Deere 5065E Tractor from South Daytona Tractor

DEPARTMENT: Public Works

RECOMMENDED MOTION: To approve the purchase of a John Deere 5065E Tractor from John Deere & Company for a total of \$23,956.46 using the NJPA Contract # 031711-DAC and authorizing the Mayor and City Clerk to execute contract documents as necessary.

SUMMARY: Public Works recommends piggybacking off of NJPA (National Joint Powers Association) Contract # 031711-DAC to purchase a John Deere 5065E Tractor as specified in the attached quote.

Project No.: Funding Account No.: 505-1000-519-6400

ATTACHMENTS:

1.	John Deere Tractor Quote	John Deere Tractor Quote.pdf
2.	NJPA Contract Extension	NJPA Contract Extension 2014.pdf
3.	NJPA Contract 031711-DAC	NJPA John Deere Contract 031711.pdf
4.	NJPA Contract Discount Listing	NJPA John Deere Discount Listing 031711-DAC Eff 1-28-13.xls
5.	NJPA Contract Piggyback Agreement - Deere & Company	NJPA Contract Piggyback Agreement - Deere & Company.pdf

Fontane, Jeff
Silvey, Mike
Gomez, Joseph
Riehm, Tracey
Roberts, Margaret
Harden, David

Created/Initiated - 12/16/2014
Approved - 12/16/2014
Approved - 12/16/2014
Approved - 12/20/2014
Approved - 12/30/2014
Final Approval - 12/30/2014

City of Port Orange Requisition

Date	<u>1/6/2015</u>	Purchase Order #	<u></u>
Vendor	<u>Deere & Company</u>	Ship To	<u>City of Port Orange</u>
	<u>2000 John Deere Run</u>		<u>Public Works Dept.</u>
	<u>Cary, NC. 27513</u>		<u>407 Virginia Av</u>
Contact:	<u>Randy Smith-So. Day. Tractor</u>	Requisition #	<u></u>
Phone:	<u>386-760-5067</u>		
Fax:	<u>386-767-9854</u>		
Email:	<u>smithrds@bellsouth.net</u>		
Vendor #:	<u>251937</u>		
Requested by:	<u>Jeff Fontane</u>	Fund	<u>505</u>
		Dept.	<u>1000</u>
		Division	<u>519</u>

Quantity	Description	Unit of Measure	Unit Price	Total Cost	Element
1	John Deere 5065E Utility Tractor	ea	17,784.98	17,784.98	64-00
	Options				
1	6040 MFWD 4 wheel drive	ea	4,342.72	4,342.72	
1	5113 21.5L-16.1 R3 Bias tires Delete	ea	-73.80	-73.80	
1	6171 9.5-16 R3 Bias tires	ea	321.44	321.44	
1	3420 Dual Mid Valves with joystick control	ea	920.86	920.86	
1	LVB25771 Second Rear SCV with Detented Float	ea	660.26	660.26	
		ea			
		ea			
		ea			
	NJPA Contract # 031711-DAC	ea			
		ea			
		ea			
		ea			
Grand Total				23,956.46	

Justification: New Item in conjunction with Ballfield preparation & Maintenance. Parks & Recreation

Vendor Quotes - Prices quoted must be FOB Port Orange, FL - 2,000.00 to 8,000.00 quotes must be attached.

Vendor Name	Confirmed To	Terms	Total Amount	Delivery

Funds are available in the account(s) cited to support this procurement.

Any one item with an acquisition cost of \$2,000 or more:

Finance Dept.

City Manager

I hereby certify that the Articles above specified are necessary
for use in this department and that they are to be used solely for the City.

Department Head

Purchasing Agent



JOHN DEERE



Quote Id: 10561508

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580;
DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

South Daytona Tractor & Mwer
3000,a South Ridgewood Ave.
South Daytona, FL 321193543
386-760-5067
SDTM@BELLSOUTH.NET

Prepared For:

City Of Port Orange

Proposal For:

Delivering Dealer:

Randy Smith

South Daytona Tractor & Mwer
3000,a South Ridgewood Ave.
South Daytona, FL 321193543

386-760-5067

SDTM@BELLSOUTH.NET

Quote Prepared By:

RANDY SMITH

386-747-9338

smithrds@bellsouth.net

Date: 11 November 2014

Offer Expires: 15 December 2014

Confidential



JOHN DEERE



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580;
DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

South Daytona Tractor & Mwer
3000,a South Ridgewood Ave.
South Daytona, FL 321193543
386-760-5067
SDTM@BELLSOUTH.NET

Quote Summary

Prepared For:

City Of Port Orange
Jeff Fontane
407 Virginia Ave
Port Orange, FL 32127
Business: 386-506-5779
jfontane@port-orange.org

Delivering Dealer:

South Daytona Tractor & Mwer
Randy Smith
3000,a South Ridgewood Ave.
South Daytona, FL 321193543
Phone: 386-760-5067
Mobile: 386-747-9338
smithrds@bellsouth.net

Quote ID: 10561508

Created On: 11 November 2014

Last Modified On: 11 November 2014

Expiration Date: 15 December 2014

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 5065E Open Operator Station Utility Tractor (49-53 PTO hp) Contract: NJPA Ag Tractors and/or Impl_031711-DAC Price Effective Date: November 11, 2014	\$ 29,215.20	\$ 23,956.46 X	1 =	\$ 23,956.46

Equipment Total **\$ 23,956.46**

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 23,956.46
Trade In	
SubTotal	\$ 23,956.46
Total	\$ 23,956.46
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 23,956.46

Salesperson : X _____

Accepted By : X _____

Confidential

**JOHN DEERE**

Selling Equipment



Quote Id: 10561508

Customer Name: CITY OF PORT ORANGE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580;
DUNS#: 60-7690989**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**South Daytona Tractor & Mwer
3000,a South Ridgewood Ave.
South Daytona, FL 321193543
386-760-5067
SDTM@BELLSOUTH.NET**JOHN DEERE 5065E Open Operator Station Utility Tractor (49-53 PTO hp)**

Contract: NJPA Ag Tractors and/or Impl_031711-DAC

Price Effective Date: November 11, 2014

Suggested List *

\$ 29,215.20

Selling Price *

\$ 23,956.46

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
1743LV	5065E Open Operator Station Utility Tractor (49-53 PTO hp)	1	\$ 21,689.00	18.00	\$ 3,904.02	\$ 17,784.98	\$ 17,784.98
Standard Options - Per Unit							
0409	English Operators Manual and Decal Kit	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
1363	9F/3R SyncShuttle Transmission (TSS)	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
3420	Dual Mid Valves with Joystick Control	1	\$ 1,123.00	18.00	\$ 202.14	\$ 920.86	\$ 920.86
5113	21.5L-16.1 In. 6PR R3 Bias	1	\$ -90.00	18.00	\$ -16.20	\$ -73.80	\$ -73.80
6040	MFWD (4 Wheel Drive)	1	\$ 5,296.00	18.00	\$ 953.28	\$ 4,342.72	\$ 4,342.72
6171	9.5-16 In. 6PR R3 Bias	1	\$ 392.00	18.00	\$ 70.56	\$ 321.44	\$ 321.44
Standard Options Total			\$ 6,721.00		\$ 1,209.78	\$ 5,511.22	\$ 5,511.22
Dealer Attachments - Negotiated Open Market							
LVB25771	Second Rear SCV with Detented Float and Lever Control	1	\$ 805.20	18.00	\$ 144.94	\$ 660.26	\$ 660.26
Dealer Attachments Total			\$ 805.20		\$ 144.94	\$ 660.26	\$ 660.26
Suggested Price							\$ 23,956.46
Total Selling Price			\$ 29,215.20		\$ 5,258.74	\$ 23,956.46	\$ 23,956.46

Confidential

5E Series | 45-75 horsepower

Born to work. On your property. In your budget



Choose the climate-controlled cab option (not available on 5045E) and work in comfort all year long. Ergonomic seat and easy-to-reach pedals, levers and joystick leave you relaxed and in control, even after hours of operating.

**AGRICULTURAL PRODUCTS
JOHN DEERE TRACTORS**

**5065E Open Operator Station Utility Tractor (49-53 PTO hp)
Equipment for Base Machine**

ENGINE:

65 (47.5 kW) 97/68/EC Engine Horsepower @ 2400 RPM*
53 (39.0 kW) PTO Horsepower @ 2400 RPM*
3 Cylinder Turbocharged John Deere
PowerTech Diesel Engine
179 C.I.D. (2.9L)
Dry Type Air Cleaner with Safety Element
Underhood Muffler with Vertical Exhaust Stack
Anti-Freeze
Hand and Foot Throttles
Key Engine Shutoff
Fan Finger Guard
Heavy Duty Air Intake Pre-Heater

TRANSMISSION:

9F/3R SyncShuttle - 2R, 5R and 8R
Synchronized Shuttle Shifts and Speed Shifts,
Integrated Park Position
Right Hand Shifted Speeds
Left Hand Shifted Ranges
Differential Lock
Neutral Start Safety Switch

REAR AXLE:

Flanged Rear Axle
Planetary Final Drives

STEERING AND BRAKES:

Hydrostatic Power Steering
Hydraulically Actuated Wet Disk Brakes
Self-Equalizing and Self-Adjusting

HYDRAULICS:

Open Center Hydraulic System
Tandem Gear Pump 18.2 GPM (68.8 LPM)
Maximum Total Flow
Steering Pump 6.8 GPM (25.7 LPM)
Implement Pump 11.4 GPM (43.1 LPM)
One Rear Selective Control Valve

POWER TAKE-OFF SHAFT:

Independent "Live" 540 RPM Rear PTO Shaft
Operator Presence Safety Warning - PTO
Safety Start Switch

ROCKSHAFT, HITCH AND DRAWBAR:

Rear Rockshaft with Position Control,
Draft Control, and Adjustable Rate of Drop
3-Point (Category II) Hitch
with Sway Chains -
Convertible to Category I

Interchangeable Hitch Balls
Adjustable Drawbar

INSTRUMENTATION:

Electric Fuel Gauge
Tachometer/Hour Meter
Oil Pressure Indicator Light
Coolant Temperature Gauge
Alternator Indicator Light
Air Restriction Indicator Light
Turn Signal Indicator Light
High Beam Light
PTO Engagement Light

ELECTRICAL:

12-Volt Electrical System
One Battery - 623 CCA** with
145 Minute Reserve Capacity
40 Amp Alternator

LIGHTS:

Two Front Halogen Headlights
Two Turn/Flashing Warning Lights
Two Tail Lights

MISCELLANEOUS:

SMV Emblem
Tilt-Up Hood
Fender Mounted Toolbox

BASE MACHINE:

2-Post Foldable Roll-Over Protective
Structure (ROPS)
Deluxe Adjustable Vinyl Seat with
Retractable Seat Belt
18 U.S. Gallon (68.1 L) Fuel Tank Capacity
Adjustable Front Axle (56-80 In.)
8-Position Steel Rear Wheels with
Two Rear Tires 16.9-28 6PR (R1)
2-Position Steel Front Wheels with
Two Front Tires 7.50-16 6PR (F2)

* Manufacturer's Rating
** Cold Cranking Amps

CODE	ATTACHMENT IDENTIFIER	DESCRIPTION	SUGGESTED LIST PRICE USD (\$)
------	--------------------------	-------------	-------------------------------------

Select One Code From Each Required Category

BASE MACHINE

1743LV	5065E Open Operator Station Utility Tractor (49-53 PTO hp)	21,689.00
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OPERATORS MANUAL

0409	English Operators Manual and Decal Kit	In Base Price
0413	French Operators Manual and Decal Kit	Same Price

**AGRICULTURAL PRODUCTS
JOHN DEERE TRACTORS**

5065E Open Operator Station Utility Tractor (49-53 PTO hp)

Continued

CODE	ATTACHMENT IDENTIFIER	DESCRIPTION	SUGGESTED LIST PRICE USD (\$)
0437		OPERATORS MANUAL ...Continued... Spanish Operators Manual and Decal Kit	Same Price
TRANSMISSION			
1363		9F/3R SyncShuttle Transmission (TSS) 9F/3R Partial Top Shaft Synchronized [TSS] (with 2WD front axle code-6020) 2nd & Reverse gears are synchronized in all ranges Integrated Park Position 9F/3R Full Top Shaft Synchronized [TSS] (with 4WD front axle code-6040) Synchronized Speed Shifts Integrated Park Position	In Base Price
1381		12F/12R PowrReverser Transmission - 540/540E (PR) Electrohydraulic (EH) Directional Reverser Wet Traction Clutch Wet PTO Clutch Neutral Start Safety Switch Electrohydraulic (EH) PTO engagement Economic-PTO/Standard PTO MFWD indicator light Digital hour meter indicator Digital ground speed indicator Digital PTO speed indicator Requires Code 6040 - MFWD.	2,160.00
MID SELECTIVE CONTROL VALVES			
3400		Less Mid Valves Recommended for applications <i>WITHOUT</i> front loaders. Can later be upgraded for front loader and/or other hydraulic applications using field-installed attachments. Requires Code 6020 - 2WD.	In Base Price
3420		Dual Mid Valves with Joystick Control Recommended for applications <i>WITH</i> front loaders. Requires Code 6040 - MFWD.	1,123.00
REAR WHEELS WITH TIRES (TWO)			
5113		21.5L-16.1 In. 6PR R3 Bias Code 6020 requires Code 6103 or Code 6040 requires Code 6171.	-90.00
5184		16.9-24 In. 6PR R4 Bias Code 6040 requires Code 6133.	-284.00
5185		16.9-28 In. 6PR R1 Bias Code 6020 requires Code 6102 or Code 6040 requires Code 6101.	In Base Price
FRONT AXLE			
6020		2 Wheel Drive	In Base Price
6040		MFWD (4 Wheel Drive) Mechanical Engagement Engagement Indicator Light on PowrReverser Transmission. Requires Code 3420.	5,296.00

**AGRICULTURAL PRODUCTS
JOHN DEERE TRACTORS**

5065E Open Operator Station Utility Tractor (49-53 PTO hp)

Continued

CODE	ATTACHMENT IDENTIFIER	DESCRIPTION	SUGGESTED LIST PRICE USD (\$)
FRONT WHEELS WITH TIRES (TWO)			
6102		FOR OPTION CODE 6020 (2WD): 7.50-16 In. 6PR F2 Bias	In Base Price
6103		27/12LL-15 In. 6PR Turf Special Bias ✓	486.00
6101		FOR OPTION CODE 6040 (MFWD): 9.5-24 In. 6PR R1 Bias	682.00
6133		12.5/80-18 In. 6PR I3(R4 Type) Bias	754.00
6171		9.5-16 In. 6PR R3 Bias	392.00

ATTACHMENTS FOR FIELD CONVERSION

L154683	Axle - Rear: Rear Axle 1.2 In. Extension (30 mm) <i>Two required.</i> <i>Requires (16) 19M9364 Cap Screws (8 per Extension), ordered separately.</i>	165.54
L154682	Rear Axle 1.6 In. Extension (40 mm) <i>Two required.</i> <i>Requires (16) 19M8979 Cap Screws (8 per Extension), ordered separately.</i>	194.06
L154684	Rear Axle 4.4 In. Extension (111 mm) <i>Two required.</i> <i>Requires (16) 19M9365 Cap Screws (8 per Extension), ordered separately.</i>	273.96
LV150155	Engine: Engine Coolant Heater Kit (3 Cyl.)	92.40
LVB25110	Heavy Duty Air Intake Pre-Heater <i>925 CCA battery recommended for optimum performance. Only compatible with machines built with serial number 340000 and before. For machines built after, see the parts catalog.</i>	122.10
LVB25900	Horizontal Side Exhaust <i>Compatible on 5E Open Station Series only.</i>	192.50
T12553	Hitch and Drawbar: Center Link Conversion Bushing, Cat. II to Cat. I <i>One required.</i>	13.19
R66432	Draft Link Conversion Bushing, Cat. II to Cat. I <i>Two required.</i>	15.73
R133359	Drawbar - Offset	310.00
RE39830	Drawbar Clevis Kit (Hammer Strap) - Offset Drawbar	239.36
RE39829	Drawbar Clevis Kit (Hammer Strap) - Straight Drawbar	274.06

**AGRICULTURAL PRODUCTS
JOHN DEERE TRACTORS**

5065E Open Operator Station Utility Tractor (49-53 PTO hp)
Continued

CODE	ATTACHMENT IDENTIFIER	DESCRIPTION	SUGGESTED LIST PRICE USD (\$)
		ATTACHMENTS FOR FIELD CONVERSION ...Continued...	
	TY16042	Quik-Coupler, Economy, Category 2	580.37
		Hitch:	
	DE19487	Left Hand Telescopic Draft Link	415.70
	DE19486	Right Hand Telescopic Draft Link	415.85
	LVB25255	iMatch Quick Hitch Category 1 <i>Bushings NOT included. Orderable through parts (LVU15507).</i>	315.70
	LVB25976	iMatch Quick Hitch Category 1 with adjustable top hook <i>Includes one set of Bushings (LVU15507).</i>	357.50
		Hydraulics:	
	LVB25925	Mid-Mount Dual SCV with Joystick Control <i>Compatible with 5103, 5203, 5303, 5403 and 5E Series Tractors. Open Station Only.</i>	1,258.40
	LVB25788	Motor Control Kit <i>Compatible with 5003 and 5E Series Tractors. Also order RE251179 if no mid-mount valve installed.</i>	2,086.70
	LVB25771	Second Rear SCV with Detented Float and Lever Control <i>Compatible with 5E Series Tractors and 5103-5403 models after S/N PY5103U013641, PY5203U005570, PY5303U007753, PY5403U000735. Open Station Only.</i>	737.00
	BLV10431	Second Rear SCV with Detented Float and Lever Control <i>Compatible with 5E Series 3-Cylinder, 12F/12R PowrReverser Transmission tractors. Open Station Only.</i>	737.00
		Lighting:	
	LVB25547	Auxiliary Rear Work Light Kit (1 Light) <i>Open Station Only.</i>	63.80
		Miscellaneous:	
	LVB25817	Backup Alarm Kit <i>NOT compatible with 2WD front axle (Code 1002) and 5D Series Tractors.</i>	161.70
	BLV10407	Operator's Manual and Decal Kit - French	0.00
	BLV10406	Operator's Manual and Decal Kit - Spanish	0.00
	LVB25727	PowrReverser Modulation Control Kit	147.40
	LVB25926	Single Horn Kit <i>OOS tractors only</i>	51.70
		Operator Environment:	
	LVB25785	Canopy - Deluxe <i>Requires LVB25332 Canopy Mounting Bracket and Hardware Kit ordered separately.</i>	961.40
	LVB25334	Canopy - Standard <i>Requires LVB25332 Canopy Mounting Bracket and Hardware Kit ordered separately.</i>	583.00

AGRICULTURAL PRODUCTS
JOHN DEERE TRACTORS

5065E Open Operator Station Utility Tractor (49-53 PTO hp)

Continued

CODE	ATTACHMENT IDENTIFIER	DESCRIPTION	SUGGESTED LIST PRICE USD (\$)
		ATTACHMENTS FOR FIELD CONVERSION ...Continued...	
	LVB25332	Canopy Mounting Bracket and Hardware Kit <i>Requires LVB25334 or LVB25785 Canopy Kit ordered separately.</i>	105.60
	LVB25889	Weights: Weight, Front Support - 100 Lb. <i>Kit includes front weight support and mounting hardware.</i>	210.10
	R213907	Weight, Rear Wheel - 95 Lb. <i>Maximum of 2 per wheel. Not compatible on wheel sizes 24" or smaller.</i>	147.40

5 Series Utility Tractors | Specifications

Tractor Series	5045D	5055D	5045E	5055E	5065E	5075E	5085E	5100E
Engine HP (kW) @ Rated Speed*	55 (40.5) @ 2300	55 (40.5) @ 2300	55 (40.5) @ 2400	55 (40.5) @ 2400	55 (40.5) @ 2400	75 (55.0) @ 2400	85 (62.5) @ 2400	100 (73.5) @ 2400
PTO HP (kW) @ 540 RPM (RPS)	37 (27.3) @ 2300	42 (30.9) @ 2300	37 (27.3) @ 2400	45 (33.1) @ 2400	53 (39.0) @ 2400	61 (44.5) @ 2400	70 (51.4) @ 2400	85 (63.1) @ 2400
PTO HP (kW) @ 540 RPM (RPS)	—	—	—	41 (30.1) @ 2400	49 (35.9) @ 2400	57 (42.0) @ 2400	70 (51.4) @ 2400	85 (63.1) @ 2400
Model	John Deere PowerTech 3627	John Deere PowerTech 3629	John Deere PowerTech 3629	John Deere PowerTech 3629	John Deere PowerTech 3629	John Deere PowerTech 3629	John Deere PowerTech 4045	John Deere PowerTech 4045
Application	Turbocharged	Turbocharged	Turbocharged	Turbocharged	Turbocharged	Turbocharged	Turbocharged	Turbocharged
Cylinders	3	3	3	3	3	3	4	4
Displacement cu in (dm³)	175 (2.9)	175 (2.9)	175 (2.9)	175 (2.9)	175 (2.9)	175 (2.9)	275 (4.5)	275 (4.5)
Cylinder Valves	Valve Shrouded	Valve Shrouded	Valve Shrouded	Valve Shrouded	Valve Shrouded	Valve Shrouded	Valve Shrouded	Valve Shrouded
Transmission								
Standard	5F 48	5F 48	5F 48 Synchro Shuttle	5F 48 Synchro Shuttle	5F 48 Synchro Shuttle	5F 48 Synchro Shuttle	12F 128 PowerShift	12F 128 PowerShift
Optional	—	—	12F 128 PowerShift	12F 128 PowerShift	12F 128 PowerShift	12F 128 PowerShift	—	—
Reverse	No	No	Optional	Optional	Optional	Optional	Yes	Yes
On-the-Go Shifting (Yes/No/Partial)	No	No	Partial	Partial	Partial	Partial	Partial	Partial
Traction Control	Dry	Dry	Dry Wet (PH)	Dry Wet (PH)	Dry Wet (PH)	Dry Wet (PH)	Wet	Wet
Fuel System								
Fuel Tank (RPS Gal (L))	15 (56.8)	15 (56.8)	18 (68.0)	18 (68.0)	18 (68.0)	18 (68.0)	25 (95)	25 (95.0)
Fuel Tank Cab Gal (L)	—	—	21.2 (80.2)	21.2 (80.2)	21.2 (80.2)	21.2 (80.2)	30.1 (113.6)	30.1 (113.6)
Power Take-Off (PTO)								
Standard	Independent 540	Independent 540	Independent 540	Independent 540	Independent 540	Independent 540	Independent 540 540E	Independent 540 540E
Optional PTO	—	—	—	Independent 540E	Independent 540E	Independent 540E	—	—
PTO Activation	Standard Open	Mechanical	Mechanical	Mechanical E Hydro	Mechanical E Hydro	Mechanical E Hydro	Electronically	Electronically
Economy PTO	No	No	No	Yes	Yes	Yes	Yes	Yes
Hydraulics								
Types	Open Center	Open Center	Open Center	Open Center	Open Center	Open Center	Open Center	Open Center
Steering gear (L/min)	6.5 (24.6)	6.5 (24.6)	6.8 (25.7)	6.8 (25.7)	6.8 (25.7)	6.8 (25.7)	6.8 (25.7)	6.8 (25.7)
Implement speed (mi/h)	10.9 (41.4)	10.9 (41.4)	11.4 (43.3)	11.4 (43.3)	11.4 (43.3)	11.4 (43.3)	15.9 (56.8)	16.2 (58.8)
Total	17.4 (65.0)	17.4 (65.0)	18.2 (68.0)	18.2 (68.0)	18.2 (68.0)	18.2 (68.0)	22.5 (83.1)	22.5 (83.1)
Base								
Base	1	1	1	1	1	1	2	2
Optional	2	2	2	2	2	2	0.3	0.3
Base	0	0	2	2	0.2	0.2	0	0
Optional	2	2	2	2	2	2	2.3	2.3
Paint Finish								
OECD Exhaust (g/h @ 24" behind main bulkhead)	2.6 (112.75)	2.6 (112.75)	3.192 (114.68)	3.192 (114.68)	3.192 (114.68)	3.192 (114.68)	3.213 (115.7)	3.213 (115.7)
High Category	Category 2	Category 2	Category 2	Category 2	Category 2	Category 2	Category 2	Category 2
Drift Sensing Type	Top Link	Top Link	Top Link	Top Link	Top Link	Top Link	Top Link	Top Link
Type - Standard Option	Open Station	Open Station	Open Station	Open Station Cab	Open Station Cab	Open Station Cab	Open Station Cab	Open Station Cab

*5748 ft³ gross engine horsepower

576811 diesel engine for recovery.

Tractor Series	5045D	5055D	5045E	5055E	5065E	5075E	5085E	5100E
Key Dimensions								
Wheelbase, in (mm)	75.8 (1,925)	75.8 (1,925)			90.7 (2,305)	90.7 (2,305)		
Overall length, in (mm)	133.9 (3,400)	133.9 (3,400)			132.8 (3,375)	132.8 (3,375)		
Overall width, rear axle in a 40° angle	57.3 in	57.3 in			57.3 in	57.3 in		
Weight and Capacity								
Wheelbase, in (mm)			80.7 (2,050)	80.7 (2,050)	80.7 (2,050)	80.7 (2,050)	80.7 (2,050)	80.7 (2,050)
Overall length, in (mm)			137.8 (3,498)	137.8 (3,498)	137.8 (3,498)	137.8 (3,498)	154.5 (3,919)	154.5 (3,919)
Overall width, rear axle in a 40° angle			57.3 in	57.3 in	57.3 in	57.3 in	57.3 in	57.3 in
Height from Ground								
To top of hood	53.8 in	53.8 in	53.8 in	53.8 in	53.8 in	53.8 in	53.8 in	53.8 in
To top of REPS	93.9 in	94.8 in	93.9 in	93.9 in	93.9 in	93.9 in	93.9 in	93.9 in
To top of hood (REPS)	75.7 in	75.4 in	75.7 in	75.7 in	75.7 in	75.7 in	75.7 in	75.7 in
To top of Cab			70.3 in	70.3 in	70.3 in	70.3 in	70.3 in	70.3 in
Front Axle Clearance 2WD in (mm)	18.8 (478)	18.8 (478)			18.8 (478)	18.8 (478)		
Front Axle Clearance MFWD 4WS in (mm)			13.4 (340)	13.4 (340)	13.4 (340)	13.4 (340)	15.0 (381)	17.0 (432)
Front Axle Clearance MFWD Cab in (mm)			13.4 (340)	13.4 (340)	13.4 (340)	13.4 (340)	15.2 (386)	15.2 (386)
Standard Tires - 2WD								
Front	7.5-16 F2	7.5-16 F2			7.5-16 F2	7.5-16 F2		
Rear	13.6-24 R1	13.6-24 R1			13.6-24 R1	13.6-24 R1		
Standard Tires - MFWD								
Front			9.5-24 R1	9.5-24 R1	9.5-24 R1	9.5-24 R1	11.2-24 R1	11.2-24 R1
Rear			13.6-24 R1	13.6-24 R1	13.6-24 R1	13.6-24 R1	13.6-24 R1	13.6-24 R1
Weights								
Approx. Weight, 30° incl. 2WD	4,165 (1,900)	4,165 (1,900)			4,435 (2,000)	4,435 (2,000)		
Approx. Weight, 30° incl. MFWD 4WS			5,070 (2,300)	5,070 (2,300)	5,070 (2,300)	5,070 (2,300)	7,055 (3,200)	7,055 (3,200)
Approx. Weight, 30° incl. MFWD Cab			5,732 (2,590)	5,732 (2,590)	5,732 (2,590)	5,732 (2,590)	7,597 (3,440)	7,597 (3,440)
Dimensions								
With brakes	5.5 ft	5.5 ft	11.5 ft	11.5 ft	11.5 ft	11.5 ft	11.5 ft	11.5 ft
Without brakes	10.2 ft	10.2 ft	11.5 ft	11.5 ft	11.5 ft	11.5 ft	11.5 ft	11.5 ft

*Front weight support extends past the front wheels. **With 4-wheel drive disengaged, where applicable.

Get peace of mind with PowerGuard™

Protect your investment and increase your confidence in purchasing a high-quality John Deere tractor through John Deere PowerGuard™ Programs.

The PowerGuard™ Maintenance Program is an effective, preventative maintenance program designed to make sure your tractor operates at peak performance, offers exceptional reliability and maintains top residual value.

*PowerGuard Protection Plan extended warranty covers failures due to defective materials or original workmanship of covered components for up to 3 years or 3,000 hours (whichever comes first). Customers have a choice between either the Limited (engine & powertrain) coverage form or the Comprehensive (full-machine) coverage form. See your dealer or www.deere.com for details.

ANNUAL RENEWAL OF AGREEMENT

Made by and Between

Deere & Company (Vendor)
2000 John Deere Run
Cary, NC 27513

and

National Joint Powers Alliance® (NJPA)
202 12th Street NE
Staples, MN 56479
Phone: (218) 894-1930

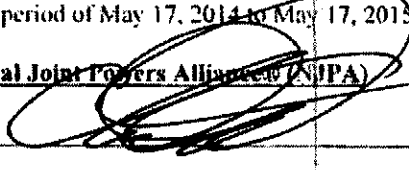
Whereas:

"Vendor" and "NJPA" have entered into an "Acceptance and Award #031711-DAC" for the procurement of Ag Tractors and/or Implements Together with Related Equipment and Accessories, and having a maturity date of May 17, 2015, and which are subject to annual renewals at the option of both parties.

Now therefore:

"Vendor" and "NJPA" hereby desire and agree to extend and renew the above defined contract for the period of May 17, 2014 to May 17, 2015.

National Joint Powers Alliance (NJPA)

By:  Its: Executive Director/CEO

Name printed or typed: Chad Couette

Date: 5/16/14

Deere & Company

By: Tamara Hebert Its: Contract Administrator

Name printed or typed: Tamara Hebert

Date: 5-14-2014

If you do not desire to extend contract, please sign below and return this agreement.
Discontinue: We desire to discontinue the contract.

Signature: _____ Date: _____

PROPOSER QUESTIONNAIRE

Form A

Proposer Name: Deere & Company_____

Questionnaire completed by: Tamara Hebert_____

Please provide an answer to all questions below and address all requests made in this RFP. Please use the Microsoft Word document version of this questionnaire to respond to the questions contained herein. Please provide your answer to each question indented below the question. Please supply any applicable supporting information and documentation you feel appropriate in addition to answers entered to the Word document. Please place your proposal response in a three-ringed binder tabbed as indicated below. Two complete copies are required. All information must be typed, organized, and easily understood by evaluators. Please limit your answer and documentation as they directly relate to this RFP.

Company Information

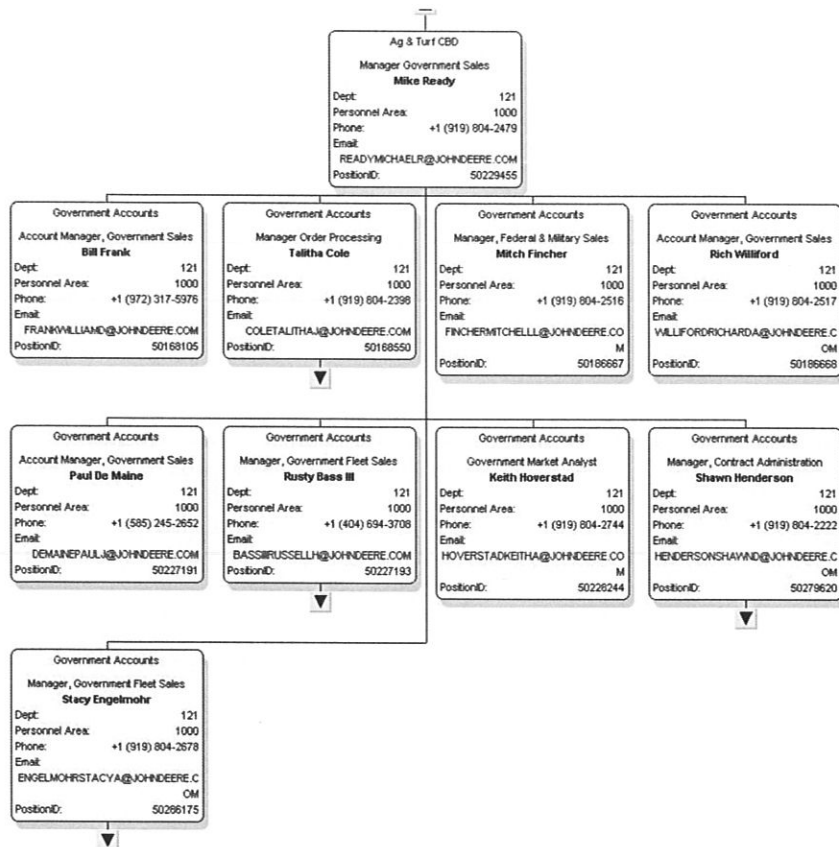
1) Why did you respond to this RFP?

Because John Deere feels it can offer an array of products that fall within the scope of this RFP to meet the needs of NJPA members.

2) Provide a brief history of your company that includes its goals and philosophy.

Deere & Company, founded in 1837 (collectively called John Deere), has grown from a one-man blacksmith shop into a corporation that today does business around the world and employs approximately 56,000 people. The company continues to be guided, as it has been since its beginning, by the core values exhibited by its founder: integrity, quality, commitment and innovation. John Deere is the world's leading provider of advanced products and services for agriculture and forestry and a major provider of advanced products and services for construction, lawn and turf care, landscaping and irrigation. John Deere also provides financial services worldwide and manufactures and markets engines used in heavy equipment.

3) Provide profiles and an organizational chart for key sales and marketing executives of your company that will oversee the implementation and operation of a Contract resulting from this RFP.



- 4) How long has your company been in the **AG TRACTORS AND-OR IMPLEMENTS TOGETHER WITH RELATED EQUIPMENT AND ACCESSORIES**, industry?

John Deere has been involved with the manufacturing of tractors since 1918.

- 5) Is your organization best described as a manufacturer or a distributor/dealer/re-seller for a manufacturer of the products and services being proposed?

Manufacturer

- If the Proposer is best described as a re-seller, manufacturer aggregate, or distributor, please provide evidence of your authorization as a dealer/re-seller/manufacturer aggregate for the manufacturer of the products you are proposing.
- If the Proposer is best described as a manufacturer, please describe your relationship with your sales/service force and/or Dealer Network in delivering the products and services proposed. Are these people your employees, or the employees of a third party?

John Deere Company partners with independently owned John Deere dealerships that will deliver and service the products contemplated in this RFP.

- 6) For public companies, provide your most recent annual report to shareholders.

Enclosed.

- 7) For private companies, provide your most recent year-end financial statements, your bond rating, and/or a credit reference from your bank.

Not Applicable.

- 8) Provide a discussion of licenses and certifications both required to be held, and actually held by your organization in pursuit of the commerce contemplated by this RFP.

To the best of our knowledge, Deere & Company maintains all licenses and certifications necessary to conduct its business (e.g. its sale of agricultural equipment) in the United States.

- 9) Provide a discussion of licenses and certifications both required to be held, and actually held by third parties and sub-contractors to your organization in pursuit of the commerce contemplated by this RFP. If not applicable, please respond with "Not Applicable."

Not applicable. Our John Deere partners with independently owned John Deere dealerships.

Industry-Marketplace Successes

- 10) List and document recent industry awards and recognition.

2010

John Deere's commercial products recognized for environmental progress with the Environmental Performance Award from the Georgia Department of Natural Resources Partnership for a Sustainable Georgia
http://www.deere.com/en_US/globalcitizenship/news/2010/04nov2010_enviropgress.html

John Deere earns the 37th spot on the 2010 Corporate Social Responsibility Index (CSRI).
http://www.deere.com/en_US/globalcitizenship/news/2010/15nov2010_csri.html

John Deere earns the 117th spot in *Newsweek's* second annual "Green Rankings" of the 500 largest publicly traded companies in the United States.
http://www.deere.com/en_US/globalcitizenship/news/2010/03nov2010_greenrankings.html

John Deere ranked among the 50 most admired companies in the world in survey published by *Fortune* magazine.
http://www.deere.com/en_US/globalcitizenship/news/2010/04mar10_deeretop50.html

John Deere units received 43 Occupational Excellence Achievement Awards from the National Safety Council at the council's National Safety Congress Oct. 5 in San Diego.
http://www.deere.com/en_US/globalcitizenship/news/2010/04oct2010_safetyawards.html

2009

Fortune "World's Most Admired Companies" List - John Deere ranked as the second most admired company in the Industrial and Farm Equipment category of the magazine's annual listing.
http://www.deere.com/en_US/globalcitizenship/news/2009/4March09_fortune.html

John Deere was ranked second in the list of the "Top 50 Employers" that readers of *CAREERS & the disabled* magazine said they would prefer to work for or that they consider progressive in hiring people with disabilities.
http://www.deere.com/en_US/globalcitizenship/news/2009/08Jan2009_diversitymag.html

Minority Engineer magazine featured John Deere as a "Top 50 Employer" based on readers' choice.
http://www.deere.com/en_US/globalcitizenship/news/2009/27March09_topemployer.html

The Black Collegian magazine has ranked John Deere in the top half of the "Top 100 Employers for the Class of '09". Featured on the list is an elite group of employers who in spite of the economic meltdown have maintained their on-campus recruiting programs.
http://www.deere.com/en_US/globalcitizenship/news/2009/27March09_topemployer.html

John Deere was one of six companies recognized for investing in the development and retention of high-potential female talent by WOMEN Unlimited, Inc. at its 15th anniversary conference in Phoenix, Arizona, April 23. The organization, based in New York City, is a nationally recognized resource for cultivating leadership excellence.
http://www.women-unlimited.com/national_conference/awards.html

2008

Farm Industry News winner of ATV/Utility Vehicle category of the 2008 Finovation Awards
http://www.deere.com/en_US/groundscare/media/pdfs/product_reviews/2008_finovation_award.pdf

Side X Side Action magazine 2008 "Utility Vehicle of the Year"
http://www.deere.com/en_US/newsroom/2008/releases/common/2008_0414uvaward.html

Fortune magazine's 2008 "Most Admired" company in Industrial and Farm Equipment category
http://www.deere.com/en_US/newsroom/2008/releases/corporate/2008_0307release.html

CRO magazine's #4 ranking in the 2008 annual "100 Best Corporate Citizens" list
http://www.deere.com/en_US/newsroom/2008/releases/corporate/2008_0220release.html

Deere & Company is among six organizations chosen by Diversity Best Practices to receive the organization's 2008 award for diversity leadership.
http://www.deere.com/en_US/globalcitizenship/news/2008/14Jul2008_diversity.html

Readers of *Minority Engineer* magazine have ranked John Deere among the **50 companies they'd most like to work for**.
http://www.deere.com/en_US/globalcitizenship/news/2008/08jan2008_top.html

The BLACK COLLEGIAN magazine has ranked John Deere in its list of the **top 100 employers of the Class of 2008**.
http://www.deere.com/en_US/globalcitizenship/news/2008/26mar2008_ranked100.html

2007

Consumers Digest Best Buy distinction for the lawn tractor model LA110
http://www.deere.com/en_US/newsroom/2007/releases/homeowners/22jun2007_release.html

- 11) Supply three references/testimonials from customers similar to NJPA Members. Please include the customer's name, contact, and phone number.

Due to privacy reasons, customers preferred not to provide testimonials. We can assure you that we have proven experience in multiple states working with cooperative purchasing members similar to NJPA members.

- 12) Provide names and addresses of the top five (5) governmental or education customers and dollar volumes from the past year.

Due to proprietary information and agreements with state and federal agencies, we would prefer not to provide the names and addresses of John Deere Company's top 5 governmental customers. We can assure you that we are a partner who is fully aligned with governmental and educational customer purchase requirements. With a dedicated governmental sales department that works solely with public agencies and our dealer network, we continue to increase our sales volume in this key segment.

- 13) Provide documentation indicating the total dollar volume for each of your sales to government, education, and non-profit agencies for the last three (3) fiscal years.

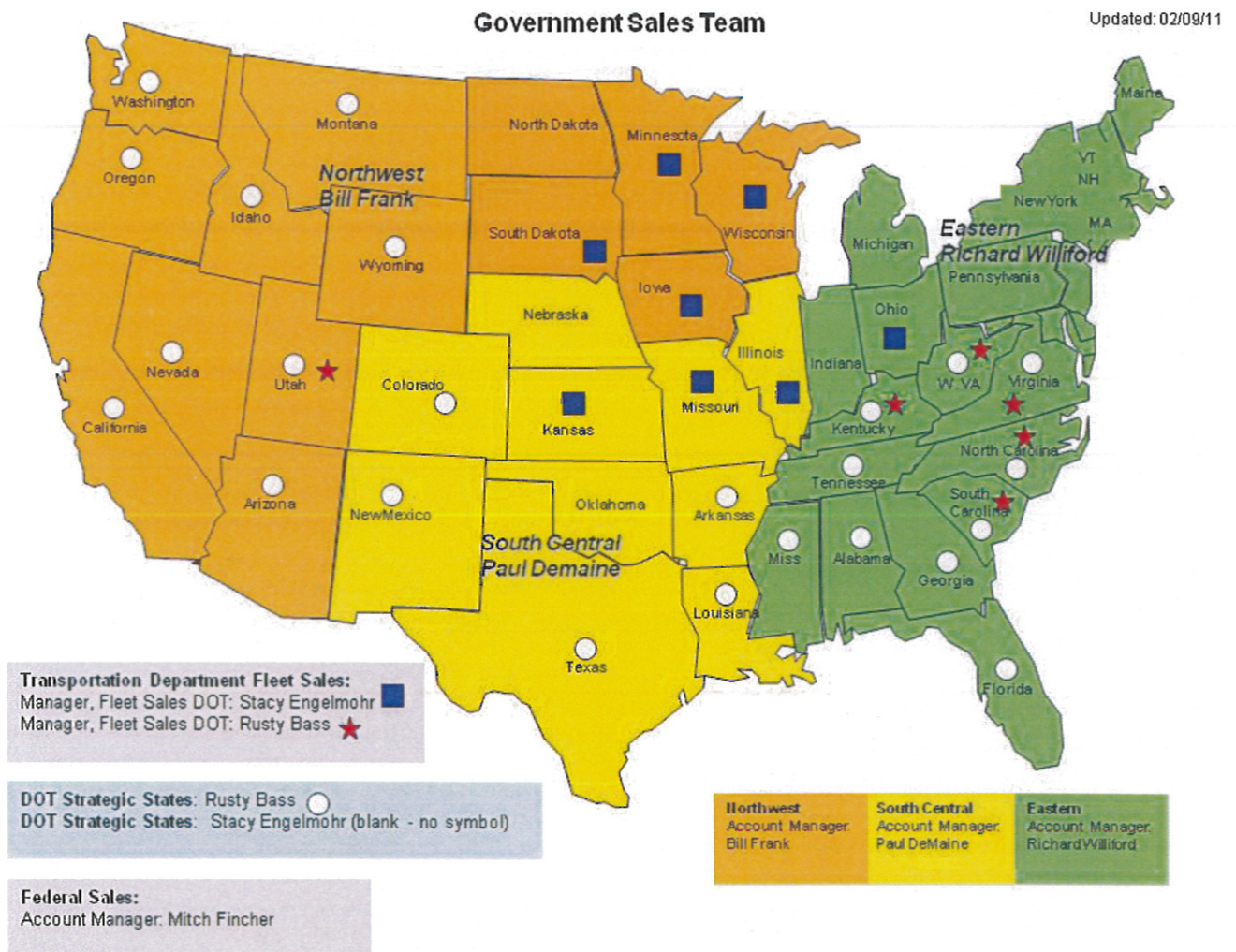
Due to proprietary information, we would prefer not to provide the sales volume history to government, education, and non-profit agencies. We can assure you that we are a partner who is fully aligned with governmental and educational customer purchase requirements. With a dedicated governmental sales department that works solely with public agencies and our dealer network, we continue to increase our sales volume in this key segment.

Proposer's ability to sell and service nationwide.

- 14) Please describe your **sales force** in terms of numbers, geographic dispersion, and the proportion of their attention

focused on the sale of the products/services contemplated in this RFP? a) Are these individuals your employees, or are they employees of a third party?

John Deere has a dedicated governmental sales department, based out of Cary, NC, that focuses 100% of their time on the sales and processing of agricultural and turf equipment to governmental and other public agencies. We have a total of 6 Senior Account Managers, one of which is dedicated strictly to federal sales. The 5 remaining Senior Account Managers are ultimately responsible for state governmental sales in their respective geographies, dedicating 100% of their time to growing the John Deere governmental sales business. See map below for a representation of the geographic dispersion of the 5 senior account managers responsible for state sales.



These account managers develop relationships and understand equipment needs of federal purchasing agents, state purchasing agents and state fleet administrators, i.e. Department of Transportation, Department of Natural Resources. The account managers also work with John Deere dealers to provide training and a greater understanding of the selling process to governmental and other public agencies. The John Deere dealer is ultimately responsible for delivering and supporting the equipment. In relation to the potential NJPA Ag Tractors And Or Implements Together With Related Equipment And Accessories contract, the account managers would promote the contract to state purchasing agents and state fleet administrators who either do not have their own state purchasing contract or have product gaps on their contracts.

- 15) Please describe your **service force** in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale of the products/services contemplated in this RFP? a) Are these individuals your employees, or are they employees of a third party?

John Deere provides more than tough, reliable, easy-to-use equipment that keeps operators safe, productive, and

on-schedule; it includes a nationwide dealer network offering best-in-class parts, service, and support. We know the government landscape and make everything easy, from the initial purchase to service and support. The John Deere dealer network, with over 2,000 locations nationwide, would be responsible for servicing the equipment sold to the members of the NJPA. While each independently owned dealer differs in their attention focused on the sale of the products and services contemplated in this RFP, a combination of after-hours service (varies by dealer), online support (online parts ordering system), and dealer dedication gives members the service needed to avoid costly downtime. The John Deere parts ordering system, available to all dealers, gives members the parts they need anytime, with more than 375,000 parts in stock and ready to ship fast and overnight, if needed. Most dealers offer some form of mobile maintenance service which provides convenient, on-site service. Technicians are factory-trained on the service and support of the products contemplated in this RFP.

- 16) Describe in detail your customer service program regarding process and procedure. Please include, where appropriate, response time commitments.

As stated above, the support of equipment ultimately takes place through the John Deere dealer network. While customer service inevitably varies within the dealer network, the consistent training that is offered by John Deere Company to dealer technicians and parts personnel throughout the United States helps provide each agency with a similar customer experience. Should there be a need for equipment service, it will be the NJPA member's responsibility to contact the delivering dealer for service. The member can also work with other dealers if necessary, as warranty and service work can be performed by any authorized John Deere dealer. In the event of service issues that cannot be solved by the John Deere dealer, the dealer works with John Deere Company's dealer technical assistance center for elevated support. This process is typically transparent to the customer.

- 17) Identify any geographic areas or NJPA market segments of the United States you will **NOT** be serving through the proposed contract.

John Deere will serve the entire United States, including Alaska and Hawaii. Equipment freight charges, which vary from the continental US to Alaska and Hawaii, will be described in the pricing section of this response.

- 18) Identify any of NJPA Member segments you will NOT be serving? (Government, Education, Non-profit)

Governmental and educational agencies are eligible to receive the contemplated contract discounts on the products contemplated in this RFP. Non-profit entities will also be eligible, as long as they meet the following criteria:

- Exempt from state and federal income taxes
- Generally funded exclusively by contributions
- Function to provide charitable, safety, educational, and other beneficial services to entire communities. Social organizations such as golf course country clubs, hunting and fishing clubs would not qualify
- If a non-profit agency does not fit the profiles shown above, it then must specifically be recognized by the IRS as being a 501 (c), (3), (4), (10), or (13) organization.

Marketing Plan

- 19) Describe your training program for both greet-the-public and sales management levels relating to a NJPA award.

Should we be awarded a contract to sell the products contemplated in this RFP, we will first communicate the contract award via a standardized internal procedure. That process includes an email to all John Deere dealers that explains the award and then directs them to an internal website that provides greater information on contract pricing, eligible customers, dealer compensation, etc. The John Deere Senior Account Managers will work closely (through individual and regional training events and regular dealer visits) with dealers in geographies that lack a state contract or have product gaps to help them understand the NJPA contract benefits and eligible customers. The Senior Account Managers will also communicate the awarded contract with key state fleet administrators who have either expressed interest in a contract with NJPA that includes the contemplated products or have high potential based on the possibility of limited state contracts. John Deere will attend regional and state government shows.

- 20) Describe your general marketing program strategy to promote the proposed Contract nationally.

As described in question 14, John Deere Company has a dedicated department that focuses 100% of their time on

sales of agricultural and turf equipment to governmental and other public agencies. Should we be awarded a contract to sell the products contemplated in this RFP, we will first communicate the contract award via a standardized internal procedure. That process includes an email to all John Deere dealers that explains the award and then directs them to an internal website that provides greater information on contract pricing, eligible customers, dealer compensation, etc. The John Deere Senior Account Managers will work closely (through individual and regional training events and regular dealer visits) with dealers in geographies that lack a state contract or have product gaps to help them understand the NJPA contract benefits and eligible customers. The Senior Account Managers will also communicate the awarded contract with key state fleet administrators who have either expressed interest in a contract with NJPA that includes the contemplated products or have high potential based on the possibility of limited state contracts. John Deere will attend regional and state government shows.

- 21) Describe your marketing material, and overall marketing ability, relating to promoting this type of partnership and contract opportunity. As much as possible, please send marketing materials in electronic format only to save paper.

John Deere currently uses several forms of marketing to target the governmental and public customer segment. Each year, the company produces a purchasing guide for government equipment, which includes tractors, tractor attachments and other related equipment. This purchasing guide, available in both print and electronic (CD) format, is used by the John Deere dealer network to promote the types of products contemplated in this RFP. We have included a copy of the 2010 Government Equipment Purchasing Guide in CD format. John Deere provides templates for dealer mailings to promote products to governmental and public agencies (two examples of these advertising mailings are attached). John Deere also prints detailed marketing brochures for the products being contemplated in this RFP. This literature is made available to dealers and includes features and benefits and equipment specifications. We've enclosed one hard copy of our "6030 and 7030 Series Tractors" brochures as an example.

- 22) Describe your use of technology and the internet to provide marketing and product awareness.

JohnDeere.com provides detailed product information for the products being contemplated in this RFP. Customers are able to view information on product features, specifications, and accessories. Via JohnDeere.com, NJPA members would be able to "build-their-own" product. Customers choose the product category and subsequent product options to configure their desired piece of equipment. Manufacturer's Suggested Retail List Price is shown. The website will not show the NJPA contract discount, but if the NJPA member knows the discount on the particular product category, they will be able to determine their purchase price. See the attached links for examples of product information and "build-your-own" available through JohnDeere.com.

Product Information

http://www.deere.com/en_US/ProductCatalog/FR/series/tractors/6030series/6030series.html

Build-your-own

<http://configurator.deere.com/servlet/com.deere.u90947.eproducts.view.servlets.EProductsInitializationServlet?userAction=&sbu=AG&lang=en&country=us>

- 23) Describe your perception of NJPA's role in marketing the partnership and your products/services.

NJPA will play a key role in working with and supporting the John Deere Senior Account Managers, Governmental Sales in the Ag & Turf Division, to help them understand the NJPA contract and key opportunities. Conference calls and/or webinars with the John Deere Senior Account Managers will be a valuable tool. Because the Account Managers have a strong relationship with the John Deere dealers, the account managers will help the dealers understand the contract and market the products in their particular areas. The account managers will help the John Deere dealers understand the steps necessary to sign up new NJPA members as well. Furthermore, in certain geographies, webinars could be used to help John Deere dealers understand the NJPA contract. These opportunities would typically be initiated by John Deere and considered on an individual basis depending on the needs of a particular region.

- 24) Describe the unique quality of the products/services in your proposal in relationship to others available in the market.

There are two primary qualities that separate the product offerings by John Deere from others available in the market. First and foremost, John Deere is able to offer a complete line of products that cannot be matched in the

marketplace. Products in this response include tractors, material handling equipment, rotary cutters, hay & forage (balers, disk mowers, etc.), tillage (plows, harrows, etc.), planting & seeding (planters, drills, air seeders) and self propelled sprayers...just to name a few. The NJPA member will likely be able to purchase and have almost all of his/her equipment serviced by one supplier. The products are manufactured with the highest standards for quality. Secondly, the products are supported by an unmatched, expert nationwide dealer network that strives to provide an optimal customer experience regardless of purchase location.

Value Added Attributes

25) Describe any training programs available as options for members.

John Deere will not provide structured training programs for members on how to purchase via the contemplated NJPA contract. However, any NJPA member would be allowed and encouraged to call the John Deere governmental sales direct toll-free number for assistance with pricing questions and/or how to utilize the contract. John Deere Company does offer distance-learning classes on the operation and adjustment of equipment for certain products. To date, this has primarily been with larger equipment, targeted at farmer customers. Many John Deere dealers also offer local training, which is at the discretion of the dealer.

26) Describe technological advances your proposal products/services offer.

Technology is at the heart of business innovation and John Deere utilizes the latest software and technological breakthroughs in providing customers with state-of-the-art products and services. John Deere prides itself on developing products with cutting edge technology. Several examples of a technological initiative that will provide a major competitive advantage and continued industry leadership position to John Deere are listed below:

John Deere FarmSight – a new equipment information management strategy for farm and business needs. There are 3 ways that FarmSight can help improve a farm's productivity and profitability: 1)Machine Optimization allows one to easily manage equipment maintenance and monitor fuel levels, service needs and diagnostic codes. 2)Logistics Optimization lets you track your equipment from anywhere you have a wireless connection, provide operators with maps and directions to save time. 3)Ag Decision Support helps you respond to changing conditions and manage risk with easily accessed, timely information about your operation. The John Deere dealer can also monitor selected equipment so they can respond more quickly. Geofences and equipment curfews can be created to help keep your fleet secure.

Our tractor cabs feature a modular cab design and were specifically designed to provide operator protection, tight fit, and a quiet environment. This was achieved by a rigid frame of high-strength steel for roll-over protection. The doors, panels, and glass have a precise fit to eliminate gaps or areas where insects, dust, dirt, or moisture could penetrate. To eliminate vibrations to the cab, both the engine and the cab are mounted on rubber isolation mounts. These features ensure a clean and quiet cab environment.

The 6030 Premium Series Tractors can fully utilize all Ag Management Solutions (AMS) hardware and software additions for uses such as crop production documentation, automated functions, and equipment management. Optional factory installation of the GreenStar-ready wiring harness and AutoTrac™-ready tractor components are available on the 6430 MFWD and make it easy to “plug & play” AMS hardware and software for AutoTrac and other applications.

27) Describe your “Green” program as it relates to your company, your products, and your recycling program, including a list of all green products accompanied by the certifying agency for each.

John Deere Company promotes the use of recycled materials in the production of our products without sacrificing performance or quality. John Deere tractors are primarily composed of cast iron and steel; the cast iron is virtually all post consumer material. When possible, John Deere uses returnable shipping crates for smaller equipment that is reused, to reduce waste from wood-crating. Most suppliers are encouraged to use returnable containers as well. John Deere diesel tractors with engines manufactured by John Deere Power Systems (most tractors) are factory-filled with 2% blends (B2) of biodiesel. While up to 5 percent blends (B5) are preferred for in-field use, biodiesel concentrations up to a 20% blend (B20) in petroleum diesel fuel can be used in John Deere engines through Tier 3/Stage III A models, including all non-emissions-certified engines. Biodiesel blends up to B20 can be used only if the biodiesel (100% biodiesel or B100) meets ASTM D6751 (U.S.), EN 14214 (EU) or equivalent specification. We've attached a biodiesel fuel brochure.

28) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) accreditations of your organization directly involved in a Contract resulting from this RFP.

See enclosed letters from CEO and Department of Defense

29) Identify any other unique or custom value added attributes.

John Deere's founder was best known for his work with the first commercially successful plow. And so it is today that we're perhaps best known for our quality agricultural equipment. The world's leading manufacturer of farm equipment, as a matter of fact. We also take the lead worldwide in building forestry. We're a major force in construction equipment. And John Deere Financial is one of the largest equipment finance companies.

Valuable Extras

- Dealers with more than 10,000 factory-trained technicians
- Genuine John Deere Parts - Highest-quality parts for the highest-quality equipment
- ServiceADVISOR™ - Unique diagnostic technology provides John Deere service technicians with fast, on-the-spot troubleshooting solutions
- Exclusive PowerGard™ Maintenance - Reduce the risk of downtime and cut maintenance and repair costs with John Deere PowerGard Maintenance and Protection Plans
- Mobile Customer Support - When every minute counts, John Deere know-how is just a phone call away
- FLASH™ or FLASH+™ - Exclusive ordering systems offer unmatched parts availability

30) Identify any service contract options included in the proposed price, or offered as a proposed option, for the products or services being offered.

Service contracts are not being offered as part of the bid. NJPA members are eligible to purchase John Deere's extended warranty (PowerGard Protection Plan), which covers failures due to defective materials or original workmanship at the conclusion of the factory warranty. PowerGard Protection is available for purchase from John Deere dealers on most models, but it is not discounted as part of this bid.

31) Identify your ability and willingness to service Canada specifically and internationally in general.

John Deere will not service Canada or any other international geography via the contemplated NJPA contract.

32) Describe any unique distribution method employed in your proposal.

Our vast dealer network allows John Deere to service customers' needs across the U.S.

Valuable Extras

- Dealers with more than 10,000 factory-trained technicians
- Genuine John Deere Parts - Highest-quality parts for the highest-quality equipment
- ServiceADVISOR™ - Unique diagnostic technology provides John Deere service technicians with fast, on-the-spot troubleshooting solutions
- Exclusive PowerGard™ Maintenance - Reduce the risk of downtime and cut maintenance and repair costs with John Deere PowerGard Maintenance and Protection Plans
- Mobile Customer Support - When every minute counts, John Deere know-how is just a phone call away
- FLASH™ or FLASH+™ - Exclusive ordering systems offer unmatched parts availability

Payment Terms and Financing Options

33) Identify your payment terms.

- 34) Identify any applicable leasing or other financing options as defined herein.

John Deere offers financing and leasing options through John Deere Credit. The John Deere Municipal Lease Purchase Plan is a special low-rate financing plan that is designed to provide flexibility of leasing while building equity toward ownership of the John Deere equipment. Any state or local government body or their political subdivisions having the power to tax may be eligible for the John Deere Municipal Lease Purchase Plan, subject to approval. John Deere Credit also offers other leasing and financing options for governmental, educational, and non-profit entities, subject to approval.

- 35) Briefly describe your proposed order process for this proposal and contract award. (Note: order process may be modified or refined during an NJPA member's final Contract phase process).

The RFP process will follow a Business-to-Government order process. NJPA member or John Deere dealer submits purchase order to John Deere Company for processing, noting the NJPA contract number on the PO and the Member's preferred delivering dealer. John Deere invoices Member upon delivery of product. Delivery of product is by the designated delivering dealer.

Warranty

- 36) Describe, in detail, your Warranty Program including conditions to qualify, claims procedure, and overall structure.

See attached warranty statement.

- 37) Do all warranties cover all material and labor?

See paragraph A of the attached warranty statement.

- 38) Do warranties impose usage limit restrictions?

Per the attached warranty statement paragraph B, the warranty term (time period and usage limits) varies by product.

- 39) Do warranties cover the technicians travel time to perform warranty repairs?

Per the attached warranty statement paragraph A, the purchaser will be responsible for any service call and/or transportation of equipment to and from the authorized dealer's place of business (except where prohibited by law), for any premium charged for overtime labor requested by the purchaser and for any service and/or maintenance not directly related to any defect covered under these warranties.

- 40) Please list any other limitations or circumstances that would not be covered under your warranty.

In addition to the information in the attached warranty statement, product warranty is tied to the specific region where a machine was originally marketed, and does not follow the unit if it migrates from one area to another. For example, an authorized John Deere dealer in the U.S. can complete warranty repairs only on a product that was originally marketed within the U.S.

- 41) Please list any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs. How do NJPA Members in these regions receive warranty work?

The John Deere dealer network is able to service equipment throughout the United States.

Other Cooperative Procurement Contracts Held

- 42) Identify all cooperative governmental procurement contracts which are marketed in more than one state held or utilized by the Proposer.

John Deere currently holds over 100 state and/or other cooperative contracts within the United States.

- 43) Identify all government or state procurement contracts held or utilized by the Proposer with any State of the United States.

John Deere currently holds over 100 state and/or other cooperative contracts within the United States.

- 44) Identify any GSA Contracts held or utilized by the Proposer.

GS-06F-0083S (Lawn and Garden Equipment)
GS-07F-9670S (Utility Vehicles)
GS-30F-0007T (Agricultural Equipment)

- 45) If you are awarded the NJPA contract, are there any market segments (e.g., higher education, county governments, etc.) or geographical markets where the NJPA contract will not be your primary contract purchasing vehicle? If so, please identify those markets and which cooperative purchasing agreement will be your primary vehicle.

John Deere currently holds over 100 state and/or other cooperative contracts within the United States. There are some geographical markets that have historically utilized local and or State contracts, however, we have and will continue to offer NJPA as a viable alternative to those contracts in all of those markets.

Products/Services and Pricing

- 46) Provide a general narrative description of the products/services and services you are offering in your proposal.

John Deere is responding to this RFP with a complete product offering for ag tractors, implements and related equipment. The products include:

- Large frame agricultural tractors and attachments
- Material handling attachments (tractor loaders, flail mowers, scrapers, shredders, backhoes)
- Rotary cutters
- Hay & Forage (balers, disk mowers, etc.)
- Tillage (plows, harrows, etc.)
- Planting & Seeding (planters, drills, air seeders)
- Self propelled sprayers
- Ag Management Solutions
- Frontier implements and attachments

- 47) Provide a general narrative description of your pricing model identifying how the model works (line item and/or percentage discount).

We are offering a percentage discount off list price by product category. The discount will apply to base models and options within a price book section/category that lists a dollar value ("see parts" and "in catalog" items not included). A schedule of discounts offered is attached (see file titled "PRICE SCHEDULE.xls"). Although price pages are included with the bid, please be aware that discounts will be calculated based on current pricing at the time an agency requests the quote and will be valid for 30 days.

- 48) Propose a strategy, process, and specific method of facilitating "Sourced Goods" solution as defined herein.

John Deere can certainly offer "Sourced Goods" to NJPA Members. What NJPA calls "Sourced Goods", John Deere calls non-contract items and allied items. We define non-contract as John Deere items that are not on contract (like parts and catalog items that say "See Parts" or "See Catalog" in our price pages). Allied equipment is defined as non-John Deere equipment (ex. Tiger mower). Non-contract and allied items would be sold as "open market" and the price of the item would be negotiated between the John Deere dealer and the NJPA Member. The non-contract/allied item would appear on the purchase order (PO) with the contract item but would be listed as "non-contract". For example, an NJPA Member could purchase a John Deere Ag Tractor, an extra fuel tank cap (non-contract) and a Tiger mower (allied) by utilizing the NJPA contract, but the price of the fuel tank cap and Tiger mower would be determined by the John Deere dealer and both would be listed on the PO as non-contract items. We successfully use this process on other contracts.

- 49) Provide an overall statement of method of pricing for individual line items, catalogs and category pricing with regard to all products/services and being proposed. Provide a SKU number for each item being proposed.

We are offering a percentage discount off list price by product category. The discount will apply to base models and options within a price book section/category that lists a dollar value ("see parts" and "in catalog" items not included). A schedule of discounts offered is attached (see file titled "PRICE SCHEDULE.xls"). Although price pages are included with the bid, please be aware that discounts will be calculated based on current pricing at the time an agency requests the quote and will be valid for 30 days.

- 50) Provide a "CORE LIST" of products/services (as anticipated and defined by Proposer to meet or exceed the NJPA members needs) as a separate and named spreadsheet. Include special pricing, if any, on these items.

Please see enclosed file titled, "PRICE SCHEDULE.xls".

- 51) Provide, if any, your volume rebate programs

John Deere does not offer any volume rebate programs.

- 52) Identify any Total Cost of Acquisition (as defined herein) cost(s) which is **NOT** included "Pricing" submitted with your proposal response. Identify to whom these items are payable and their relationship to Proposer.

Actually shipping costs to Alaska and Hawaii will be added to the pricing as described in number 55 below.

- 53) As an important part of the evaluation of your offer, you must indicate the level of pricing you are offering.

Prices offered in this proposal are:

- _____ a. The same as typically offered to an individual municipality or school district.
___X___ b. The same as typically offered to cooperative procurement organizations or state purchasing departments.
_____ c. Better than typically offered to cooperative procurement organizations or state purchasing departments.

(Your proposal will be considered "Non-Responsive" if this question is not answered.)

NOTE: In some price book sections in some states, the pricing is equal to or better than what is offered to cooperatives and state purchasing departments. In some price book sections, the pricing level is not as strong as what is offered to cooperatives and state purchasing departments. Due to GSA compliance reasons, we are not able to offer the same or better discount in all price book sections that is currently offered in all states. As a company, we do not respond to single school district bids. The John Deere dealers typically respond to these requests. While this pricing can vary by dealer, the pricing level offered in this bid is competitive with what is offered on most single school district bids.

- 54) Do you offer quantity or volume discounts? _____ YES ___X___ NO Outline guidelines and program.

- 55) Describe your shipping, exchange and return program(s) and policy(s). Also specifically identify those programs as they relate to Alaska and Hawaii.

For deliveries to Alaska or Hawaii, full factory freight to the delivering dealer will be paid by the NJPA member. The equipment will be FOB destination. Factory freight is known at the time of quoting, and will be included on the quote to the NJPA member. For all other deliveries within the continental US, the equipment will be FOB origin (the NJPA member will NOT be charged factory freight to the delivering dealer).

Dealer may charge \$4.00 per loaded mile to deliver equipment from dealership to agency location (charge should be clearly indicated on agency purchase order). Ordering agency may use the dealer for delivery, may pick-up the equipment, or may contract for delivery with anyone it chooses.

John Deere Exchanges and returns will not be permitted.

56) Identify the Proposer's proposal for an administrative fee payable to NJPA for facilitation and promotion of the Contract opportunity invited here. This fee should be calculated as a percentage of Contract sales.

The proposed administrative fee payable to NJPA is 1%.

Tamara Hebert

Authorized Signature (Same signature as on Proposal Affidavit Signature and Acceptance Form)

Form B

PROPOSER INFORMATION

Company Name: Deere & Company _____
Address: 2000 John Deere Run _____
City/State/Zip: Cary, NC 27513 _____
Phone: 919-804-2862 _____ Fax: 309-749-2313 _____
Toll Free Number: 800-358-5010, option 2 _____ E-mail: GNSBids@JohnDeere.com _____
Web site: www.JohnDeere.com _____

VOIDS sometimes exist between management (those who respond to RFPs) and sales staff (those who contact NJPA Members) that result in communication problems. Due to this fact, provide the names of your key sales people, phone numbers, and geographic territories for which they are responsible

COMPANY PERSONNEL CONTACTS

Contract Manager: Tamara Hebert

Email: HebertTamaraR@JohnDeere.com

Phone: (919) 804-2862

Name: Mike Ready

Title: Manager, Government Sales, Ag & Turf Equipment

Email: ReadyMichaelR@JohnDeere.com

Phone: (919) 804-2479

Name: Bill Frank

Title: Senior Account Manager

Email: FrankWilliamD@JohnDeere.com

Phone: (972) 317-5976

Name: Rusty Bass

Title: Senior Account Manager

Email: BassIIIIRussellH@JohnDeere.com

Phone: (404) 694-3708

Name: Paul Demaine

Title: Senior Account Manager

Email: DeMainePaulJ@JohnDeere.com

Phone: (585) 245-2652

Name: Mitch Fincher (Federal Sales Only)

Title: Senior Account Manager

Email: FincherMitchellL@JohnDeere.com

Phone: (775) 376-1267

Name: Stacy Engelmohr

Title: Senior Account Manager

Email: EngelmohStacyA@JohnDeere.com

Phone: (919) 749-0927

Name: Rich Williford

Title: Senior Account Manager

Email: WillifordRichardA@JohnDeere.com

Phone: (919) 720-2749

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS
AND SPECIFICATIONS REQUEST**

Form C

Company Name: Deere & Company

Note: **Original must be signed** and inserted in the inside front cover pouch. Any exceptions to the Terms, Conditions, Specifications, or Proposal Forms contained herein shall be noted in writing and included with the proposal submittal. Please sign and date the bottom of each page of this document.

RFP Page Number	Section	Term, Condition, or Specification	Exception
19	4.48	Delivery required to be made within 90 days of receipt of the PO	Delivery for Ag tractors is up to 180 days from receipt of PO.

**Proposal Offering
And Acceptance and Award
RFP #031711**

FORM D

**AG TRACTORS AND-OR IMPLEMENTS TOGETHER WITH RELATED EQUIPMENT AND
ACCESSORIES**

Proposal Offering (To be completed Only by Proposer)

In compliance with the Request for proposal (RFP) for AG TRACTORS AND-OR IMPLEMENTS TOGETHER WITH RELATED EQUIPMENT AND ACCESSORIES, the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby offer and agree to furnish the defined products/services and services in compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they are the sole offeror herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this offer is the sole responsibility of the Proposer.

Company Name: Deere & Company Date: 3-29-2011

Company Address: 2000 John Deere Run

City: Cary State: NC Zip: 27513

Contact Person: Tamara Hebert Title: Contract Administrator

Authorized Signature (ink only): Tamara Hebert Tamara Hebert
(Name printed or typed)

Contract Acceptance and Award (To be completed only by NJPA)

Your proposal offering is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined goods and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, and the Proposer's Response. The effective date of the Contract be _____, _____ and continue for four years thereafter AND which is subject to annual renewal at the option of both parties.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: Jane D. Waltsch (Name printed or typed)

Title: Executive Director NJPA Board Clerk

Awarded this 17th day of May, 2011 Contract Number # 031711

NJPA Authorized signature: Todd Lysci Todd Lysci
(Name printed or typed)

Title: Executive Director

Executed this 17th day of May, 2011 Contract Number # 031711

PROPOSER ASSURANCE OF COMPLIANCE**Form E****Proposal Affidavit Signature Page****PROPOSER'S AFFIDAVIT**

The undersigned, representing the persons, firms and corporations joining in the submission of the foregoing proposal (such persons, firms and corporations hereinafter being referred to as the "Proposer"), being duly sworn on his/her oath, states to the best of his/her belief and knowledge:

1. The undersigned certifies the Proposer is submitting their proposal under their true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, that the Proposer possesses, or will possess prior to the delivery of any goods and services, all applicable licenses necessary for such delivery, and that they are authorized to act on behalf of, and encumber the "Proposer" in this Contract, and
2. To the best of my knowledge, no Proposer or Potential Proposer, nor any person duly representing the same, has directly or indirectly entered into any agreement or arrangement with any other Proposers, Potential Proposers, any official or employee of the NJPA, or any person, firm or corporation under contract with the NJPA in an effort to influence either the offering or non-offering of certain prices, terms, and conditions relating to this RFP which tends to, or does, lessen or destroy free competition in the letting of the Contract sought for by this RFP, and
3. The Proposer or any person on his/her behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the manner of the proposal or award of the referenced contract, and
4. Neither I, the Proposer, nor, any officer, director, partner, member or associate of the Proposer, nor any of its employees directly involved in obtaining contracts with the NJPA or any subdivision of the NJPA, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985, and
5. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the proposal submittal, and
6. If awarded a contract, the Proposer will provide the products/services and/or services to qualifying members of the NJPA in accordance with the terms, conditions, scope of this RFP, Proposer offered specifications and other documents of this solicitation, and
7. The undersigned, being familiar with expectations and specifications request outlined in this RFP under consideration, hereby proposes to deliver through valid service request, Purchase Orders or forms for NJPA Members per this RFP, only new, unused and first quality products/services and services to designated NJPA Members, and
8. The Proposer has carefully checked the accuracy of all items and listed total price per item in this proposal. In addition, the Proposer accepts all general terms and conditions of this RFP, including all responsibilities of commitment and delivery of services as outlined, and
9. In submitting this proposal, it is understood that the right is reserved by the NJPA to reject any or all proposals and it is agreed by all parties that this proposal may not be withdrawn during a period of 90 days from the date proposals were opened regarding this RFP, and
10. The Proposer certifies that in performing this Contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders, and
11. If Proposer has more than 40 employees in the state in which their principal place of business is located, Proposer

hereby certifies their compliance with federal affirmative action requirements.

Company Name: Deere & Company

Contact Person for Questions: Tamara Hebert Phone: 800-358-5010, option 2 or 919-804-2862
(Must be individual who is responsible for filling out this Proposer's Response form)

Address: 2000 John Deere Run

City/State/Zip: Cary, NC 27513

Telephone Number: 800-358-5010, option 2 Fax Number: 309-749-2313

E-mail Address: GNSBids@JohnDeere.com

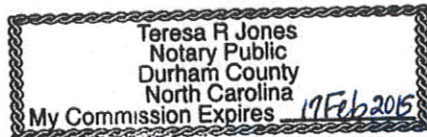
Authorized Signature: Tamara Hebert

Authorized Name (typed): Tamara Hebert

Title: Contract Administrator

Date: 3-28-2011

Notarized



Subscribed and sworn to before me this 28th the day of March, 2011

Notary Public in and for the County of Durham State of NC

My commission expires: 17 February 2015

Signature: Teresa R. Jones

FORM H**State Of Minnesota – Affirmative Action Certification**

If your response to this solicitation is or could be in excess of \$100,000, complete the information requested below to determine whether you are subject to the Minnesota Human Rights Act (Minnesota Statutes 363A.36) certification requirement, and to provide documentation of compliance if necessary. It is your sole responsibility to provide this information and—if required—to apply for Human Rights certification prior to the due date and time of the proposal or proposal and to obtain Human Rights certification prior to the execution of the contract. The State of Minnesota is under no obligation to delay proceeding with a contract until a company receives Human Rights certification **BOX A** – For companies which have employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months. All other companies proceed to **BOX B**.

Your response will be rejected unless your business:

has a current Certificate of Compliance issued by the Minnesota Department of Human Rights (MDHR)

—OR—

has submitted an affirmative action plan to the MDHR, which the Department received prior to the date and time the responses are due.

Check one of the following statements if you have employed more than 40 full-time employees in Minnesota on any single working day during the previous 12 months:

- ☐ We have a current Certificate of Compliance issued by the MDHR. **Proceed to BOX C. Include a copy of your certificate with your response.**
- ☐ We do not have a current Certificate of Compliance. However, we submitted an Affirmative Action Plan to the MDHR for approval, which the Department received on _____ (date). [If the date is the same as the response due date, indicate the time your plan was received: _____ (time). **Proceed to BOX C.**
- ☐ We do not have a Certificate of Compliance, nor has the MDHR received an Affirmative Action Plan from our company. **We acknowledge that our response will be rejected. Proceed to BOX C. Contact the Minnesota Department of Human Rights for assistance.** (See below for contact information.)

Please note: Certificates of Compliance must be issued by the Minnesota Department of Human Rights. Affirmative Action Plans approved by the Federal government, a county, or a municipality must still be received, reviewed, and approved by the Minnesota Department of Human Rights before a certificate can be issued.

BOX B – For those companies not described in BOX A

Check below.

- ☒ We have not employed more than 40 full-time employees on any single working day in Minnesota within the previous 12 months. **Proceed to BOX C.**

BOX C – For all companies

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of the responder. You also certify that you are in compliance with federal affirmative action requirements that may apply to your company. (These requirements are generally triggered only by participating as a prime or subcontractor on federal projects or contracts. Contractors are alerted to these requirements by the federal government.)

Name of Company: _____ Date: Deere & Company 3-29-2011

Authorized Signature: Tamara Hebert Telephone number: 919-804-2862

Printed Name: Tamara Hebert Title: Contract Administrator

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance Services Section

Mail: 190 East 5th St., Suite 700 St. Paul, MN 55101

Web: www.humanrights.state.mn.us

TC Metro: (651) 296-5663

Fax: (651) 296-9042

Toll Free: 800-657-3704

TTY: (651) 296-1283

Form I**State of Minnesota — Immigration Status Certification**

By order of the Governor's Executive Order 08-01, vendors and subcontractors MUST certify compliance with the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101 et seq.) and certify use of the *E-Verify* system established by the Department of Homeland Security.

E-Verify program information can be found at <http://www.dhs.gov/ximqtn/programs>.

If any response to a solicitation is or could be in excess of \$50,000, vendors and subcontractors must certify compliance with items 1 and 2 below. In addition, prior to the delivery of the product or initiation of services, vendors MUST obtain this certification from all subcontractors who will participate in the performance of the contract. All subcontractor certifications must be kept on file with the contract vendor and made available to the state upon request.

1. The company shown below is in compliance with the Immigration Reform and Control Act of 1986 in relation to all employees performing work in the United States and does not knowingly employ persons in violation of the United States immigration laws. The company shown below will obtain this certification from all subcontractors who will participate in the performance of this contract and maintain subcontractor certifications for inspection by the state if such inspection is requested; and

2. By the date of the delivery of the product and/or performance of services, the company shown below will have implemented or will be in the process of implementing the *E-Verify* program for all newly hired employees in the United States who will perform work on behalf of the State of Minnesota.

I certify that the company shown below is in compliance with items 1 and 2 above and that I am authorized to sign on its behalf.

Name of Company: Deere & Company

Date: 3-29-2011

Authorized Signature: Tamara Hebert

Telephone Number: 919-804-2862

Printed Name: Tamara Hebert

Title: Contract Administrator

If the contract vendor and/or the subcontractors are not in compliance with the Immigration Reform and Control Act, or knowingly employ persons in violation of the United States immigration laws, or have not begun or implemented the *E-Verify* program for all newly hired employees in support of the contract, the state reserves the right to determine what action it may take. This action could include, but would not be limited to cancellation of the contract, and/or suspending or debarring the contract vendor from state purchasing.

For assistance with the *E-Verify* Program

Contact the National Customer Service Center (NCSC) at 1-800-375-5283 (TTY 1-800-767-1833).

For assistance with this form, contact:

Mail: 112 Administration Bldg, 50 Sherburne Ave. St. Paul, MN 55155

E-mail: MMDHelp.Line@state.mn.us

Telephone: 651.296.2600

Persons with a hearing or speech disability may contact us by dialing 711 or 1.800.627.3529

PRICE SCHEDULE: NJPA #031711-DAC

<u>Price Tab</u>	<u>Description</u>	<u>Discount off MSRP</u>
A2	Tractors (5000 Series)	18.00%
A2	Tractors (6000 - 9000 Series)	23.00%
A5	Hay & Forage	23.00%
A6	Tillage	23.00%
A7	Planters, Drills & Air Seeding	23.00%
A8	Sprayers	23.00%
A9	Tractor Implements (Material Handling)	23.00%
A10	Ag Management Solutions	4.00%

FRONTIER PRODUCTS

Cutting & Mowing	Cutting & Mowing	18.00%
Hay & Forage	Hay & Forage	18.00%
Landscaping	Landscaping	18.00%
Loader Attachments	Loader Attachments	18.00%
Cotton	Cotton	18.00%
Livestock	Livestock	18.00%
Transports	Transports	18.00%
Tillage	Tillage	18.00%
Planting and Seeding	Planting and Seeding	18.00%
Snow Equipment	Snow Equipment	18.00%

Note: Discounts will be calculated based on current pricing at the time an agency requests the quote and will be valid for 30 days.

Discounts listed are off John Deere's list price. List price can be found on www.deere.com by utilizing "Build Your Own" and building the desired machine.



CITY OF PORT ORANGE PIGGYBACK AGREEMENT

This Piggyback Agreement is entered to this ____ day of _____, 20__, by and between the **CITY OF PORT ORANGE**, a Florida municipal whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **DEERE & COMPANY** ("Contractor"), a Delaware corporation registered to transact business in Florida, whose principal address is One John Deere Place, Moline, Illinois 61625 (collectively "the Parties").

WHEREAS, the National Joint Powers Alliance ("NJPA") entered into Acceptance and Award No. 031711-DAC (the "NJPA Agreement") with Contractor; and

WHEREAS, the NJPA and Contractor agree to extend and renew the NJPA Agreement for a term commencing on May 17, 2014 and continuing until May 17, 2015; and

WHEREAS, by entering into this Piggyback Agreement, Contractor agrees to honor the terms of the NJPA Agreement for the procurement of agricultural tractors and/or implements together with related equipment and accessories purchased by the City of Port Orange; and

WHEREAS, a copy of Request for Proposal No. 031711 and the NJPA Agreement are available in the Office of the City Clerk, City Hall, 1000 City Center, Port Orange, Florida 32129; 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. **Initial Term.** Notwithstanding the date of execution by the City and Contractor, the initial term of this Contract shall be effective commencing on the last date this Piggyback Agreement is signed by the Parties, and continuing until May 17, 2015.

2. **Contractor Obligation.** Contractor agrees to sell agricultural tractors and/or implements together with related equipment and accessories to the City at the unit prices set forth in the NJPA Agreement, except as modified herein and attached hereto as Exhibit "1". Contractor agrees that all pricing shall remain valid for the duration of this Agreement. Contractor shall not deliver goods or services without a written purchase order, signed by an authorized agent of the City of Port Orange. 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.

3. **Authorization for Services.** This Contract standing alone does not authorize the purchase of any agricultural tractors and/or implements together with related equipment and accessories or require the City to place any orders for agricultural tractors and/or implements together with related equipment and accessories. Exhibit "1"

attached hereto is for informational purposes only, and no order shall be commenced until issuance of a written Purchase Order from the City to the Contractor at the direction of the City Manager.

4. City Obligations. The City agrees to compensate Contractor at the unit prices set forth in the NJPA Agreement pursuant to an amount subject to a limit up to but not to exceed Twenty-Three Thousand, Nine Hundred Fifty-Six and 46/100 Dollars (\$23,956.46) during the term of this Contract. The City shall make payment on all invoices in accordance with Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

5. Termination for Convenience of the City

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

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

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

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

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

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

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

- (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:

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

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 20 of this contract concerning disputes.

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

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

8. Examination of Records

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

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

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

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

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

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

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

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

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

10. Termination for Non-Appropriation of Funds

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

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

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

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

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

Insurance	Standards	Comments
Workers' Compensation <u>Limits:</u> <u>Additional Coverage:</u>	Coverage A - Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
Comprehensive General Liability (including Completed Operations and Contractual Liability) <u>Limits:</u>	Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000 Aggregate	When the Contract work on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
Comprehensive Business, Automobile Liability to include all automobiles. <u>Limits:</u> <u>Additional Coverage:</u>	Auto Liability Body Injury: \$100,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence. Non-Owned, Hired Car	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
Property Insurance — Builders Risk. <u>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	

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. 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.

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

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

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

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

18. Inspection

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

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such

supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

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

19. Contract Administration. The Interim Public Works Director, Mike Silvey shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

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 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.**

25. **Additional Provisions**

(a) As may have been outlined in the NJPA 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 NJPA Agreement to "National Joint Powers Alliance" or "NJPA" shall be construed to mean the "City of Port Orange."

(c) In the event of a conflict between the NJPA Agreement and this Contract, this Contract with the City of Port Orange shall control.

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

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

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

Copy to: City of Port Orange
Attention: Mike Silvey, Interim Public Works Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5575

Contractor: Deere & Company
Attention: Andrew Hill, Contract Administrator
2000 John Deere Run
Cary, North Carolina 27513
(918) 804-2831 – Telephone
(800) 358-5010, ext. 2831 - Direct
(309) 749-2313 – Business Fax
GNSBids@JohnDeere.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:

DEERE & COMPANY

Printed Name: _____

By: _____

Printed Name: _____

Title: _____

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 _____, 2015, by Allen Green, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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

Witnesses:

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:

[CA 4680]

**City of Port Orange
Requisition**

Date	<u>1/6/2015</u>	Purchase Order #	_____
Vendor	<u>Deere & Company</u> <u>2000 John Deere Run</u> <u>Cary, NC. 27513</u>	Ship To	<u>City of Port Orange</u> <u>Public Works Dept.</u> <u>407 Virginia Av</u>
Contact:	<u>Randy Smith-So. Day. Tractor</u>	Requisition #	_____
Phone:	<u>386-760-5067</u>		
Fax:	<u>386-767-9854</u>		
Email:	<u>smithrds@bellsouth.net</u>		
Vendor #:	<u>251937</u>		
Requested by:	<u>Jeff Fontane</u>	Fund	<u>505</u>
		Dept.	<u>1000</u>
		Division	<u>519</u>

Quantity	Description	Unit of Measure	Unit Price	Total Cost	Element
1	John Deere 5065E Utility Tractor	ea	17,784.98	17,784.98	64-00
	Options				
1	6040 MFWD 4 wheel drive	ea	4,342.72	4,342.72	
1	5113 21.5L-16.1 R3 Bias tires Delete	ea	-73.80	-73.80	
1	6171 9.5-16 R3 Bias tires	ea	321.44	321.44	
1	3420 Dual Mid Valves with joystick control	ea	920.86	920.86	
1	LVB25771 Second Rear SCV with Detented Float	ea	660.26	660.26	
		ea			
		ea			
		ea			
	NJPA Contract # 031711-DAC	ea			
		ea			
		ea			
		ea			
Grand Total				23,956.46	

Justification: New Item in conjunction with Ballfield preparation & Maintenance. Parks & Recreation

Vendor Quotes - Prices quoted must be FOB Port Orange, FI - 2,000.00 to 8,000.00 quotes must be attached.

Vendor Name	Confirmed To	Terms	Total Amount	Delivery

Funds are available in the account(s) cited to support this procurement.

Any one item with an acquisition cost of \$2,000 or more:

Finance Dept.

City Manager

I hereby certify that the Articles above specified are necessary
for use in this department and that they are to be used solely for the City.

Department Head

Purchasing Agent

EXHIBIT "1"



JOHN DEERE



Quote Id: 10561508

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580;
DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

South Daytona Tractor & Mwer
3000,a South Ridgewood Ave.
South Daytona, FL 321193543
386-760-5067
SDTM@BELLSOUTH.NET

Prepared For:

City Of Port Orange

Proposal For:

Delivering Dealer:

Randy Smith

South Daytona Tractor & Mwer
3000,a South Ridgewood Ave.
South Daytona, FL 321193543

386-760-5067

SDTM@BELLSOUTH.NET

Quote Prepared By:

RANDY SMITH

386-747-9338

smithrds@bellsouth.net

Date: 11 November 2014

Offer Expires: 15 December 2014

Confidential

EXHIBIT "1"



JOHN DEERE



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580;
DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

South Daytona Tractor & Mwer
3000,a South Ridgewood Ave.
South Daytona, FL 321193543
386-760-5067
SDTM@BELLSOUTH.NET

Quote Summary

Prepared For:

City Of Port Orange
Jeff Fontane
407 Virginia Ave
Port Orange, FL 32127
Business: 386-506-5779
jfontane@port-orange.org

Delivering Dealer:

South Daytona Tractor & Mwer
Randy Smith
3000,a South Ridgewood Ave.
South Daytona, FL 321193543
Phone: 386-760-5067
Mobile: 386-747-9338
smithrds@bellsouth.net

Quote ID: 10561508

Created On: 11 November 2014

Last Modified On: 11 November 2014

Expiration Date: 15 December 2014

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 5065E Open Operator Station Utility Tractor (49-53 PTO hp) Contract: NJPA Ag Tractors and/or Impl_031711-DAC Price Effective Date: November 11, 2014	\$ 29,215.20	\$ 23,956.46 X	1 =	\$ 23,956.46

Equipment Total **\$ 23,956.46**

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 23,956.46
Trade In	
SubTotal	\$ 23,956.46
Total	\$ 23,956.46
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 23,956.46

Salesperson : X _____

Accepted By: X _____

Confidential

EXHIBIT "1"

**JOHN DEERE**

Selling Equipment



Quote Id: 10561508

Customer Name: CITY OF PORT ORANGE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580;
DUNS#: 60-7690989**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**South Daytona Tractor & Mwer
3000,a South Ridgewood Ave.
South Daytona, FL 321193543
386-760-5067
SDTM@BELLSOUTH.NET**JOHN DEERE 5065E Open Operator Station Utility Tractor (49-53 PTO hp)**

Contract: NJPA Ag Tractors and/or Impl_031711-DAC

Price Effective Date: November 11, 2014

Suggested List *

\$ 29,215.20

Selling Price *

\$ 23,956.46

* Price per item - includes Fees and Non-contract items

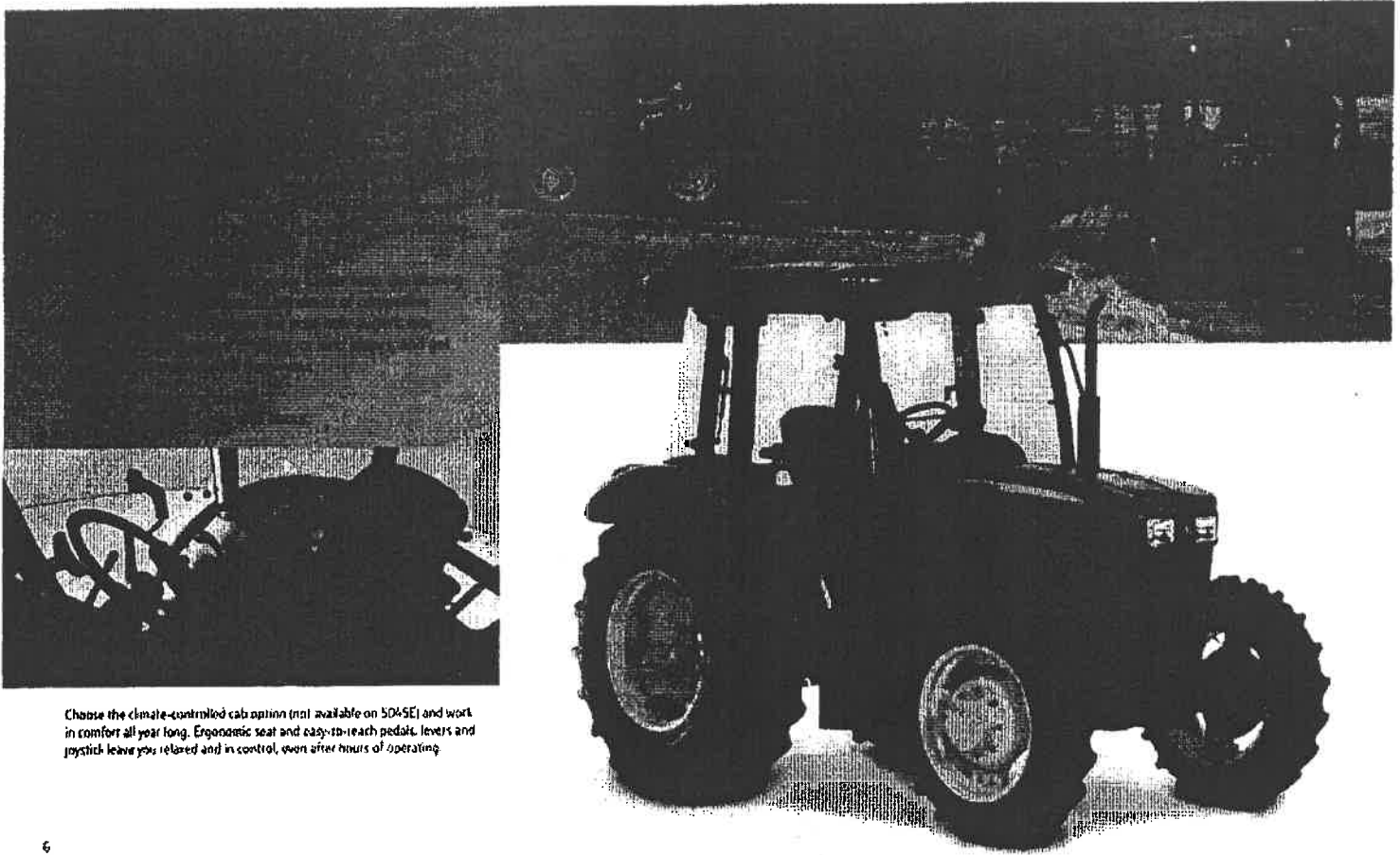
Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
1743LV	5065E Open Operator Station Utility Tractor (49-53 PTO hp)	1	\$ 21,689.00	18.00	\$ 3,904.02	\$ 17,784.98	\$ 17,784.98
Standard Options - Per Unit							
0409	English Operators Manual and Decal Kit	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
1363	9F/3R SyncShuttle Transmission (TSS)	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
3420	Dual Mid Valves with Joystick Control	1	\$ 1,123.00	18.00	\$ 202.14	\$ 920.86	\$ 920.86
5113	21.5L-16.1 In. 6PR R3 Bias	1	\$ -90.00	18.00	\$ -16.20	\$ -73.80	\$ -73.80
6040	MFWD (4 Wheel Drive)	1	\$ 5,296.00	18.00	\$ 953.28	\$ 4,342.72	\$ 4,342.72
6171	9.5-16 In. 6PR R3 Bias	1	\$ 392.00	18.00	\$ 70.56	\$ 321.44	\$ 321.44
	Standard Options Total		\$ 6,721.00		\$ 1,209.78	\$ 5,511.22	\$ 5,511.22
LVB25771	Second Rear SCV with Detented Float and Lever Control	1	\$ 805.20	18.00	\$ 144.94	\$ 660.26	\$ 660.26
	Dealer Attachments Total		\$ 805.20		\$ 144.94	\$ 660.26	\$ 660.26
Suggested Price							\$ 23,956.46
Total Selling Price			\$ 29,215.20		\$ 5,258.74	\$ 23,956.46	\$ 23,956.46

Confidential

EXHIBIT "1"

• 5E Series | 45-75 horsepower

Born to work. On your property. In your budget



Choose the climate-controlled cab option (not available on 5045E) and work in comfort all year long. Ergonomic seat and easy-to-reach pedals, levers and joystick leave you relaxed and in control, even after hours of operating.

AGRICULTURAL PRODUCTS **JOHN DEERE TRACTORS**

5065E Open Operator Station Utility Tractor (49-53 PTO hp) **Equipment for Base Machine**

ENGINE: 65 (47.5 kW) 97/68/EC Engine Horsepower @ 2400 RPM* 53 (39.0 kW) PTO Horsepower @ 2400 RPM* 3 Cylinder Turbocharged John Deere PowerTech Diesel Engine 179 C.I.D. (2.9L) Dry Type Air Cleaner with Safety Element Underhood Muffler with Vertical Exhaust Stack Anti-Freeze Hand and Foot Throttles Key Engine Shutoff Fan Finger Guard Heavy Duty Air Intake Pre-Heater TRANSMISSION: 9F/3R SyncShuttle - 2R, 5R and 8R Synchronized Shuttle Shifts and Speed Shifts, Integrated Park Position Right Hand Shifted Speeds Left Hand Shifted Ranges Differential Lock Neutral Start Safety Switch REAR AXLE: Flanged Rear Axle Planetary Final Drives STEERING AND BRAKES: Hydrostatic Power Steering Hydraulically Actuated Wet Disk Brakes Self-Equalizing and Self-Adjusting HYDRAULICS: Open Center Hydraulic System Tandem Gear Pump 18.2 GPM (68.8 LPM) Maximum Total Flow Steering Pump 6.8 GPM (25.7 LPM) Implement Pump 11.4 GPM (43.1 LPM) One Rear Selective Control Valve POWER TAKE-OFF SHAFT: Independent "Live" 540 RPM Rear PTO Shaft Operator Presence Safety Warning - PTO Safety Start Switch ROCKSHAFT, HITCH AND DRAWBAR: Rear Rockshaft with Position Control, Draft Control, and Adjustable Rate of Drop 3-Point (Category II) Hitch with Sway Chains - Convertible to Category I	Interchangeable Hitch Balls Adjustable Drawbar INSTRUMENTATION: Electric Fuel Gauge Tachometer/Hour Meter Oil Pressure Indicator Light Coolant Temperature Gauge Alternator Indicator Light Air Restriction Indicator Light Turn Signal Indicator Light High Beam Light PTO Engagement Light ELECTRICAL: 12-Volt Electrical System One Battery - 623 CCA** with 145 Minute Reserve Capacity 40 Amp Alternator LIGHTS: Two Front Halogen Headlights Two Turn/Flashing Warning Lights Two Tail Lights MISCELLANEOUS: SMV Emblem Tilt-Up Hood Fender Mounted Toolbox BASE MACHINE: 2-Post Foldable Roll-Over Protective Structure (ROPS) Deluxe Adjustable Vinyl Seat with Retractable Seat Belt 18 U.S. Gallon (68.1 L) Fuel Tank Capacity Adjustable Front Axle (56-80 In.) 8-Position Steel Rear Wheels with Two Rear Tires 16.9-28 6PR (R1) 2-Position Steel Front Wheels with Two Front Tires 7.50-16 6PR (F2) * Manufacturer's Rating ** Cold Cranking Amps
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ATTACHMENT	SUGGESTED
CODE IDENTIFIER DESCRIPTION	LIST PRICE
	USD (\$)

Select One Code From Each Required Category

BASE MACHINE

1743LV	5065E Open Operator Station Utility Tractor (49-53 PTO hp)	21,689.00
--------	--	-----------

OPERATORS MANUAL

0409	English Operators Manual and Decal Kit	In Base Price
0413	French Operators Manual and Decal Kit	Same Price

07 April 2014 US & Canada
2-TRACTOR-1

EXHIBIT "1"

**AGRICULTURAL PRODUCTS
JOHN DEERE TRACTORS**

**5065E Open Operator Station Utility Tractor (49-53 PTO hp)
Continued**

CODE	ATTACHMENT IDENTIFIER	DESCRIPTION	SUGGESTED LIST PRICE USD (\$)
0437		OPERATORS MANUAL ...Continued... Spanish Operators Manual and Decal Kit	Same Price
TRANSMISSION			
1363		9F/3R SyncShuttle Transmission (TSS) 9F/3R Partial Top Shaft Synchronized [TSS] (with 2WD front axle code-6020) 2nd & Reverse gears are synchronized in all ranges Integrated Park Position 9F/3R Full Top Shaft Synchronized [TSS] (with 4WD front axle code-6040) Synchronized Speed Shifts Integrated Park Position	In Base Price
1381		12F/12R PowrReverser Transmission - 540/540E (PR) Electrohydraulic (EH) Directional Reverser Wet Traction Clutch Wet PTO Clutch Neutral Start Safety Switch Electrohydraulic (EH) PTO engagement Economic-PTO/Standard PTO MFWD indicator light Digital hour meter indicator Digital ground speed indicator Digital PTO speed indicator Requires Code 6040 - MFWD.	2,160.00
MID SELECTIVE CONTROL VALVES			
3400		Less Mid Valves Recommended for applications <i>WITHOUT</i> front loaders. Can later be upgraded for front loader and/or other hydraulic applications using field-installed attachments. Requires Code 6020 - 2WD.	In Base Price
3420		Dual Mid Valves with Joystick Control Recommended for applications <i>WITH</i> front loaders. Requires Code 6040 - MFWD.	1,123.00
REAR WHEELS WITH TIRES (TWO)			
5113		21.5L-16.1 in. 6PR R3 Bias Code 6020 requires Code 6103 or Code 6040 requires Code 6171.	-90.00
5184		16.9-24 in. 6PR R4 Bias Code 6040 requires Code 6133.	-284.00
5185		18.9-28 in. 6PR R1 Bias Code 6020 requires Code 6102 or Code 6040 requires Code 6101.	In Base Price
FRONT AXLE			
6020		2 Wheel Drive	In Base Price
6040		MFWD (4 Wheel Drive) Mechanical Engagement Engagement Indicator Light on PowrReverser Transmission. Requires Code 3420.	5,296.00

07 April 2014 US & Canada
2-TRACTOR- 2

EXHIBIT "1"

AGRICULTURAL PRODUCTS
JOHN DEERE TRACTORS

5065E Open Operator Station Utility Tractor (49-53 PTO hp)
Continued

CODE	ATTACHMENT IDENTIFIER	DESCRIPTION	SUGGESTED LIST PRICE USD (\$)
FRONT WHEELS WITH TIRES (TWO)			
6102		FOR OPTION CODE 6020 (2WD): 7.50-16 In. 6PR F2 Bias	In Base Price
6103		27/12LL-15 In. 6PR Turf Special Bias ✓	486.00
6101		FOR OPTION CODE 6040 (MFWD): 9.5-24 In. 6PR R1 Bias	682.00
6133		12.5/80-18 In. 6PR I3(R4 Type) Bias	754.00
6171		9.5-16 In. 6PR R3 Bias	392.00

ATTACHMENTS FOR FIELD CONVERSION

L154683	Axle - Rear: Rear Axle 1.2 In. Extension (30 mm) <i>Two required.</i> <i>Requires (16) 19M9364 Cap Screws (8 per Extension), ordered separately.</i>	165.54
L154682	Rear Axle 1.6 In. Extension (40 mm) <i>Two required.</i> <i>Requires (16) 19M8979 Cap Screws (8 per Extension), ordered separately.</i>	194.06
L154684	Rear Axle 4.4 In. Extension (111 mm) <i>Two required.</i> <i>Requires (16) 19M9365 Cap Screws (8 per Extension), ordered separately.</i>	273.96
LV150155	Engine: Engine Coolant Heater Kit (3 Cyl.)	92.40
LVB25110	Heavy Duty Air Intake Pre-Heater 925 CCA battery recommended for optimum performance. Only compatible with machines built with serial number 340000 and before. For machines built after, see the parts catalog.	122.10
LVB25900	Horizontal Side Exhaust <i>Compatible on 5E Open Station Series only.</i>	192.50
T12553	Hitch and Drawbar: Center Link Conversion Bushing, Cat. II to Cat. I <i>One required.</i>	13.19
R66432	Draft Link Conversion Bushing, Cat. II to Cat. I <i>Two required.</i>	15.73
R133359	Drawbar - Offset	310.00
RE39830	Drawbar Clevis Kit (Hammer Strap) - Offset Drawbar	239.36
RE39829	Drawbar Clevis Kit (Hammer Strap) - Straight Drawbar	274.06

07 April 2014 US & Canada
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EXHIBIT "1"

**AGRICULTURAL PRODUCTS
JOHN DEERE TRACTORS**

**5065E Open Operator Station Utility Tractor (49-53 PTO hp)
Continued**

CODE	ATTACHMENT IDENTIFIER	DESCRIPTION	SUGGESTED LIST PRICE USD (\$)
		ATTACHMENTS FOR FIELD CONVERSION ...Continued...	
TY16042		Quik-Coupler, Economy, Category 2	580.37
		Hitch:	
DE19487		Left Hand Telescopic Draft Link	415.70
DE19486		Right Hand Telescopic Draft Link	415.85
LVB25255		IMatch Quick Hitch Category 1 <i>Bushings NOT included. Orderable through parts (LVU15507).</i>	315.70
LVB25976		IMatch Quick Hitch Category 1 with adjustable top hook <i>Includes one set of Bushings (LVU15507).</i>	357.50
		Hydraulics:	
LVB25925		Mid-Mount Dual SCV with Joystick Control <i>Compatible with 5103, 5203, 5303, 5403 and 5E Series Tractors. Open Station Only.</i>	1,258.40
LVB25788		Motor Control Kit <i>Compatible with 5003 and 5E Series Tractors. Also order RE251179 if no mid-mount valve installed.</i>	2,086.70
LVB25771		Second Rear SCV with Detented Float and Lever Control <i>Compatible with 5E Series Tractors and 5103-5403 models after S/N PY5103U013641, PY5203U005570, PY5303U007753, PY5403U000735. Open Station Only.</i>	737.00
BLV10431		Second Rear SCV with Detented Float and Lever Control <i>Compatible with 5E Series 3-Cylinder, 12F/12R PowrReverser Transmission tractors. Open Station Only.</i>	737.00
		Lighting:	
LVB25547		Auxiliary Rear Work Light Kit (1 Light) <i>Open Station Only.</i>	63.80
		Miscellaneous:	
LVB25817		Backup Alarm Kit <i>NOT compatible with 2WD front axle (Code 1002) and 5D Series Tractors.</i>	161.70
BLV10407		Operator's Manual and Decal Kit - French	0.00
BLV10406		Operator's Manual and Decal Kit - Spanish	0.00
LVB25727		PowrReverser Modulation Control Kit	147.40
LVB25926		Single Horn Kit <i>GOS tractors only</i>	51.70
		Operator Environment:	
LVB25785		Canopy - Deluxe <i>Requires LVB25332 Canopy Mounting Bracket and Hardware Kit ordered separately.</i>	961.40
LVB25334		Canopy - Standard <i>Requires LVB25332 Canopy Mounting Bracket and Hardware Kit ordered separately.</i>	583.00

07 April 2014 US & Canada
2-TRACTOR- 4

EXHIBIT "1"

AGRICULTURAL PRODUCTS
JOHN DEERE TRACTORS

5065E Open Operator Station Utility Tractor (49-53 PTO hp)
Continued

CODE	ATTACHMENT IDENTIFIER	DESCRIPTION	SUGGESTED LIST PRICE USD (\$)
		ATTACHMENTS FOR FIELD CONVERSION ...Continued...	
	LVB25332	Canopy Mounting Bracket and Hardware Kit <i>Requires LVB25334 or LVB25785 Canopy Kit ordered separately.</i>	105.60
	LVB25889	Weights: Weight, Front Support - 100 Lb. <i>Kit includes front weight support and mounting hardware.</i>	210.10
	R213907	Weight, Rear Wheel - 95 Lb. <i>Maximum of 2 per wheel. Not compatible on wheel sizes 24" or smaller.</i>	147.40

07 April 2014 US & Canada
2-TRACTOR- 5

EXHIBIT "1"

PRICE SCHEDULE: NJPA #031711-DAC

<u>Price Tab</u>	<u>Description</u>	<u>Discount off MSRP</u>
A2	Tractors (5000 Series)	18.00%
A2	Tractors (6000 - 9000 Series)	23.00%
A5	Hay & Forage	23.00%
A6	Tillage	23.00%
A7	Planters, Drills & Air Seeding	23.00%
A8	Sprayers	23.00%
A9	Tractor Implements (Material Handling)	23.00%
A10	Ag Management Solutions	4.00%

FRONTIER PRODUCTS

Cutting & Mowing	Cutting & Mowing	18.00%
Hay & Forage	Hay & Forage	18.00%
Landscaping	Landscaping	18.00%
Loader Attachments	Loader Attachments	18.00%
Cotton	Cotton	18.00%
Livestock	Livestock	18.00%
Transports	Transports	18.00%
Tillage	Tillage	18.00%
Planting and Seeding	Planting and Seeding	18.00%
Snow Equipment	Snow Equipment	18.00%

Note: Discounts will be calculated based on current pricing at the time an agency requests the quote and will be valid for 30 days.

Discounts listed are off John Deere's list price. List price can be found on www.deere.com by utilizing "Build Your Own" and building the desired machine.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 01/06/2015

Consent item: Yes

SUBJECT: Purchase of lights and accessories for Police & Fire Vehicles from Morganelli & Associates

DEPARTMENT: Public Works

RECOMMENDED MOTION: To approve the purchase of lights and accessories, including installation, for Police Patrol & Fire Rescue Vehicles from Morganelli & Associates as shown on the attached quotes and authorize the Mayor and City Clerk to execute contract documents as necessary.

SUMMARY: Staff recommends piggybacking Volusia County Master Agreement # MA400-1519-1 to purchase lights and accessories, including installation, for Police Patrol & Fire Rescue Vehicles at a total cost of \$66,944.46 as shown on the attached quotes.

Project No.: Funding Account No.: 505-1000-519-6400

ATTACHMENTS:

1.	Morganelli Quotes	Morganelli.pdf
2.	Volusia County Agreement Extension	VC Master Agreement Morganelli 8-7-14.pdf
3.	VC Master Agreement with Morganelli	VC Master Agreement with Morganelli.pdf
4.	Morganelli & Associates, Inc. Change Order No. 2	Morganelli & Associates Inc Change Order No 2.pdf

Fontane, Jeff
Silvey, Mike
Gomez, Joseph
Riehm, Tracey
Roberts, Margaret
Harden, David

Created/Initiated - 12/16/2014
Approved - 12/16/2014
Approved - 12/16/2014
Approved - 12/20/2014
Approved - 12/30/2014
Final Approval - 12/30/2014

**City of Port Orange
Requisition**

Date <u>1/6/2015</u>	Purchase Order # _____
Vendor <u>Morganelli @ Associates</u>	Ship To <u>City of Port Orange</u>
<u>1401 Saratoga St.</u>	<u>Public Works Dept.</u>
<u>Deland, FL. 32724</u>	<u>407 Virginia Ave</u>
Contact: <u>A.J. Morganelli</u>	Requisition # _____
Phone: <u>800-824-8303</u>	
Fax: <u>386-738-5331</u>	
Email: <u>strobeai@hotmail.com</u>	
Vendor #: <u>464</u>	
Requested by: <u>Jeff Fontane</u>	Fund <u>505</u> Dept. <u>1000</u> Division <u>519</u>

Quantity	Description	Unit of Measure	Unit Price	Total Cost	Element
8	Installation of Police equipment & accessories per	ea	7,463.75	59,710.00	64-00
	attached quote for Ford Interceptor Police Sedans	ea		0.00	
		ea		0.00	
1	Installation of Fire Emergency lighting and	ea	7,234.46	7,234.46	
	accessories for Tahoe	ea		0.00	
		ea		0.00	
		ea		0.00	
	Piggy Back off of Volusia County Master	ea		0.00	
	Agreement # MA-1519-1 Terms & Pricing.	ea		0.00	
		ea		0.00	
		ea		0.00	
		ea		0.00	
		ea		0.00	
		ea		0.00	
Grand Total				66,944.46	

Justification: To be installed on 8 new police patrol units in the Police Dept. and 1 Batallion Commander vehicle in the Fire Department.

Vendor Quotes - Prices quoted must be FOB Port Orange, FI - 2,000.00 to 8,000.00 quotes must be attached.

Vendor Name	Confirmed To	Terms	Total Amount	Delivery

Funds are available in the account(s) cited to support this procurement.

Any one item with an acquisition cost of \$2,000 or more:

Finance Dept.

City Manager

I hereby certify that the Articles above specified are necessary
for use in this department and that they are to be used solely for the City.

Department Head

Purchasing Agent

MORGANELLI & ASSOCIATES

Quote

1401 SARATOGA STREET
DELAND, FL 32724
PHONE 1-800-824-8303

Date	Quote #
11/10/2014	93898

Name / Address
PORT ORANGE FD 407 VIRGINIA AVE PORT ORANGE, FL 32127

				P.O. No.	Rep
Qty	Item	Description	List Price	Price Each	Total
1	IW2RRRR	IW2RRRR, LIBERTY II WC 54" R/R/R/R		1,332.22	1,332.22T
10	IWDLR	IWDLR, LIBERTY II ADD 1 LONG 6LED RED		0.00	0.00T
2	IWDSR	IWDSR, LIBERTY II + 1 SHORT 3LED RED		0.00	0.00T
1	IA3	IA3, LIBERTY II ADD 2 3LED ALLEY LT		0.00	0.00T
1	ITL3	ITL3, LIBERTY II + 2 LONG 3LED T-DS		0.00	0.00T
2	IWDSR	IWDSR, LIBERTY II + 1 SHORT 3LED RED		0.00	0.00T
1	MKEZ93	MKEZ93, 2015 CHEVY TAHOE E-Z LIGHTBAR MOUNT KIT #93		0.00	0.00T
1	HHS2200	*WHELEN HAND HELD SIREN AND LIGHT CONTROLLER, FULLY PROGRAMMABLE		295.00	295.00T
1	C-MCB	*MIC CLIP BRACKET		10.29	10.29T
1	C-MC	*MIC CLIP		8.085	8.09T
1	SA315P	*WHELEN 123dB SPEAKER, NYLON/COMPOSITE		139.00	139.00T
1	SAK55	SAK55, SA-315 MT KIT SUBURBAN/TAHOE P		0.00	0.00T
4	IONSMR	WHELEN SURFACE MT ION LT RED(GRILL)		105.60	422.40T
1	SSFPOS16	WHELEN SOLID STATE HEADLIGHT FLASHER, 06 CHEVY IMPALA		62.40	62.40T
4	VTX609R	*WHELEN VERTEX SERIES SUPER LED, SELF CONTAINED, HEMISPHERIC LIGHT, RED		60.00	240.00T
2	VTX609C	*WHELEN VERTEX SERIES SUPER LED, SELF CONTAINED, HEMISPHERIC LIGHT, WHITE		60.00	120.00T
1	MBCT15RR	MBCT15RR, 2015 CHEVY TAHOE MICRON MIRRORBEAMS		350.00	350.00T
2	DP4RRRR	WHELEN DOMINATOR PLUS 4-LINZ6 RED / RED / RED / RED(REAR WINDOW)		382.80	765.60T
1	DP660000	WHELEN DOMINATOR PLUS LIGHT BAR WITH 6-LINZ6, ALL RED(REAR SIDE WINDOWS)		549.60	549.60T
3	C-3061-5	*PAIR OF 5" L-BRACKETS FOR MOUNTING EQUIPMENT HEADS		11.76	35.28T
2	LINV2R	LINZ V-SERIES LIGHT RED(TAG BRACKET)		138.00	276.00T
1	C-TIR3-UNV	*UNIVERSAL MOUNTING BRACKET		36.75	36.75T
			Total		

3100 - For New Tahoe

MORGANELLI & ASSOCIATES

1401 SARATOGA STREET
DELAND, FL 32724
PHONE 1-800-824-8303

Quote

Date	Quote #
11/10/2014	93898

Name / Address
PORT ORANGE FD 407 VIRGINIA AVE PORT ORANGE, FL 32127

P.O. No.	Rep

Qty	Item	Description	List Price	Price Each	Total
1	PELCC	PERIMETER ENHANCEMENT LIGHT CHROME(TAIL GATE)		120.00	120.00T
1	C-HDM-204	*HEAVY DUTY TELESCOPING SIDE MOUNTED POLE, 8.3 INCHES HIGH		124.215	124.22T
1	C-MD-102	*HEAVY DUTY SLIDE OUT,TILT/SWIVEL WITH SHORT HANDLE.		231.441	231.44T
1	UT-101	*UNIVERSAL LAPTOP MOUNT		202.804	202.80T
1	C-VS-1013-TA...	C-VS-1013-TAH-1, 2015 Chevrolet Tahoe Police Pursuit Vehicle Specific 23" Console		282.975	282.98T
1	C-CUP2-I	*4" INTERNAL MOUNTED DUAL CUP HOLDER		30.87	30.87T
1	C-LP-4	*2" PLATE WITH 4 LIGHTER OUTLETS / FOR INTERNAL MOUNTING		36.75	36.75T
1	C-ARM-103	*FLIP UP ARMREST FOR TOP MOUNTING ON AN ENCLOSED CONSOLE		72.765	72.77T
1	INSTALL KIT	*INSTALLATION SHOP SUPPLIES		75.00	75.00T
1	LABOR	*LABOR TO INSTALL ABOVE EQUIPMENT.		1,415.00	1,415.00T
				0.00	0.00

Total

\$7,234.46

MORGANELLI & ASSOCIATES

1401 SARATOGA STREET
DELAND, FL 32724
PHONE 1-800-824-8303

Quote

Date	Quote #
11/10/2014	93897

Name / Address
PORT ORANGE PD 407 VIRGINIA AVE PORT ORANGE, FL 32127 386-756-5373

				P.O. No.	Rep
Qty	Item	Description	List Price	Price Each	Total
		FORD SEDAN PRICE PER VEHICLE			
1	SW8BRBR	LIBERTY EXTENDED CORNERS 48.50"		1,299.00	1,299.00T
1	DELWCCP	LONG WECAN CONTROL R/R/B/B DELETE WECAN CONTROL POINT (DEDUCT -\$39.00 LIST)		0.00	0.00T
1	SPALF1	ADD 2 LR11 SUPER-LED FLASHING / ALLEY LIGHTS		0.00	0.00T
1	SXTLS1MC	LIBERTY SX SERIES LR11 TAKE DOWN LIGHTS WITH A 500 SERIES WHITE LED		0.00	0.00T
5	SLDRB	1 BLUE 1 RED INBOARD SUPER-LED DIRECTIONAL LIGHTHEAD		0.00	0.00T
1	MKEZ76L	E-Z LIGHTBAR MOUNT KIT 76 LONG		0.00	0.00T
1	CCSRN36	CENCOM SAPPHIRE SIREN SYSTEM		539.77	539.77T
1	SA315P	*WHELEN 123dB SPEAKER, NYLON/COMPOSITE		139.00	139.00T
1	SAK39	*SA-315 MOUNT KIT 2011 TAURUS		0.00	0.00T
2	VTX609C	*WHELEN VERTEX SERIES SUPER LED, SELF CONTAINED, HEMISPHERIC LIGHT, WHITE		60.00	120.00T
2	VTX609R	*WHELEN VERTEX SERIES SUPER LED, SELF CONTAINED, HEMISPHERIC LIGHT, RED		60.00	120.00T
2	VTX609B	*WHELEN VERTEX SERIES SUPER LED, SELF CONTAINED, HEMISPHERIC LIGHT, BLUE		60.00	120.00T
1	P46S2B3	PAR-46 WARN/SPOT BLU/WHT 12V, 3 CLICK		197.40	197.40T
1	SK01RB	*ION SIDEKICK INTERCEPTOR R/B		290.40	290.40T
2	LINZ6R	*WHELEN LINZ6 SUPER LED LIGHTHEAD, RED		64.00	128.00T
2	LINZ6B	*WHELEN LINZ6 SUPER LED LIGHTHEAD, BLUE		64.00	128.00T
2	RBKT1	*WHELEN ANGLE BRACKET FOR SINGLE TIR3		6.90	13.80T
				Total	

3200 PD X 8 = 59,710.00

MORGANELLI & ASSOCIATES

1401 SARATOGA STREET
 DELAND, FL 32724
 PHONE 1-800-824-8303

Quote

Date	Quote #
11/10/2014	93897

Name / Address
PORT ORANGE PD 407 VIRGINIA AVE PORT ORANGE, FL 32127 386-756-5373

				P.O. No.	Rep
Qty	Item	Description	List Price	Price Each	Total
2	RBKT4	*WHELEN SWIVEL MOUNT KIT FOR TIR3/LIN3		21.60	43.20T
1	C-TTB-INSE-1	2013-2014 Ford Interceptor Sedan Full Width Trunk Tray Bearing		334.43	334.43T
1	C-VS-1508-IN...	*C-VS-1508-INSE, 2013 FORD INTERCEPTOR SEDAN STANDARD CONSOLE		275.63	275.63T
1	C-CUP2-I	*4" INTERNAL MOUNTED DUAL CUP HOLDER		30.87	30.87T
1	C-LP-4	*2" PLATE WITH 4 LIGHTER OUTLETS / FOR INTERNAL MOUNTING		36.75	36.75T
1	C-ARM-103	*FLIP UP ARMREST FOR TOP MOUNTING ON AN ENCLOSED CONSOLE		72.77	72.77T
1	C-ML-MCB	*MAP LIGHT & MIC CLIP BRACKET EXTERNAL MOUNT		63.21	63.21T
2	C-MCB	*MIC CLIP BRACKET		10.29	20.58T
2	C-MC	*MIC CLIP		8.09	16.18T
1	C-EB40-CCS-1P	*4" (1 PC) EQUIP BRKT WHELEN CEN-COM		0.00	0.00T
4	C-FP-3	*3" FILLER PLATE		0.00	0.00T
1	C-FP-1	*1" FILLER PLATE		0.00	0.00T
1	C-HDM-141	*HDM BASE MOUNT FOR FORD TAURUS		95.55	95.55T
1	C-HDM-201	*HEAVY DUTY TELESCOPING POLE 6" POLE HEIGHT (CLOSED) 8" (EXTENDED)		116.87	116.87T
1	C-MD-102	*HEAVY DUTY SLIDE OUT, TILT/SWIVEL WITH SHORT HANDLE.		231.44	231.44T
1	UT-101	*UNIVERSAL LAPTOP MOUNT		202.80	202.80T
1	PSSP3612INT...	PSSP3612INT13A, PRO-GARD. Space Saver Plus, 1/2 Polycarbonate, 1/2 Expanded Metal Window (Includes Recessed Panel and Pair of Bucket Seat Extension Panels)		543.20	543.20T
1	S36INT13	*CHARCOL GREY, ABS STANDARD SEAT, FEATURES STRAIGHT BACK		317.10	317.10T
1	G7210S	Single Weapon, Partition Mount (in partition's recessed panel)		249.20	249.20T
1	WB36INT13	*7 GAUGE STEEL BARS (for use with DP36INT13 ABS REAR DOOR PANEL ONLY)		154.00	154.00T
Total					

MORGANELLI & ASSOCIATES

1401 SARATOGA STREET
DELAND, FL 32724
PHONE 1-800-824-8303

Quote

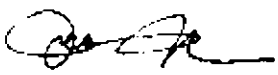
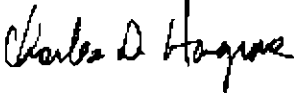
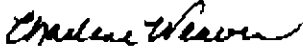
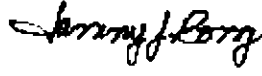
Date	Quote #
11/10/2014	93897

Name / Address
PORT ORANGE PD 407 VIRGINIA AVE PORT ORANGE, FL 32127 386-756-5373

P.O. No.	Rep

Qty	Item	Description	List Price	Price Each	Total
1	DP36INT13	*PAIR OF ABS DOOR PANELS, FORD INTERCEPTOR		89.60	89.60T
1	INSTALL KIT	*INSTALLATION SHOP SUPPLIES		75.00	75.00T
1	LABOR	*LABOR		1,150.00	1,150.00T
1	SHIPPING	SHIPPING AND HANDLING		250.00	250.00
		PRICE PER VCSO Contract MA-1519		0.00	0.00

Total \$7,463.75

Date: 08/07/2014		AGENDA ITEM		Item: 56
☐ Ordinance	☐ Resolution	☐ Budget Resolution	☒ Other	
Department: Sheriff's Office Division: Administration				
Subject: Renewal of contract with Morganelli and Associates, Inc., DeLand, for labor, service and parts to equip county vehicles.				
Ben Johnson Director Sheriffs Office 	Jeaniene Jennings Director Purchasing  Approved in Accordance with Purchasing Policies and Procedures	Legal Charles Hargrove County Attorney  Approved as to Form and Legality	County Manager's Office Charlene Weaver, CPA, CFO Deputy County Manager 	
	Tammy Bong Director Management and Budget  Approved as to Budget Requirements			
Council Action:				
Modification:				
Fund Number(s):	Description:		Amount:	
120 Municipal Service District	Sheriff Patrol 120-400-1300-4670		\$50,000.00	
140 Fire Services	Fire Services 140-540-7000-4670		\$25,000.00	
001 General Fund	All other departments		\$20,000.00	
Total Item Budget: \$95,000.00				
Staff Contact(s):: Laura Bounds		Phone: 386 736 5961	Ext. 12108	
Summary/Highlights: On August 5, 2010, the county council approved a single source contract with Morganelli and Associates, Inc., DeLand for three years with two annual renewals for repairs, replacement parts, and installation of new equipment on county vehicles, including light bars, sirens, radar equipment, LED's, strobes, video cameras, radios, cages, and other similar equipment, manufactured or distributed by Whelen Engineering Company, Inc. The county has used Whelen products as a standardized brand for the past 15 years, during which time Morganelli has installed these products as the only local authorized Whelan reseller. Public protection, the sheriff's office, and other agencies have been satisfied with the service of Morganelli which has reduced out-of-service time for county vehicles. Staff recommends approval of the final one year renewal.				
Recommended Motion: Approval.				

AMENDMENT NO. 2
TO
CONTRACT FOR LABOR, SERVICE AND PARTS FOR EQUIPPING
COUNTY VEHICLES
BETWEEN
COUNTY OF VOLUSIA, FLORIDA
AND
MORGANELLI AND ASSOCIATES, INC

This Amendment No. 2 to Contract between County of Volusia, Florida and Morganelli and Associates, Inc, made and entered into by and between the County of Volusia, a body corporate and politic and a political subdivision of the State of Florida ("County"), and Morganelli and Associates, Inc , a corporation duly authorized to conduct business in the State of Florida, whose principal place of business is located at 1401 Saratoga Street, Deland, Florida 32724 (hereinafter "Contractor").

Recitals

WHEREAS, the County and Contractor entered into a Contract for labor, service and parts for equipping county vehicles, which Morganelli and Associates, Inc., agreed to provide services (hereinafter "Agreement") with an effective date of August 15, 2010, and contract termination date of August 15, 2013; and

WHEREAS, the County and Contractor agreed to extend the Agreement through Amendment No. 1 for the first one (1) year renewal to August 15, 2014, and amended Article 3 of the Agreement; and

WHEREAS, the County and Contractor desire to extend the Agreement for the second one (1) year renewal to August 15, 2015, and amend Article 3 of the Agreement.

NOW THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, and other specific consideration, the receipt and sufficiency of which is acknowledged by Contractor and County, the parties agree to renew and stipulate as follows:

1. The parties agree that the foregoing recitals are true, correct and material to this Amendment No. 2.
2. The parties agree to amend the Contract by revising ARTICLE 3: TERM OF AGREEMENT, to read as follows:

ARTICLE 3. TERM OF AGREEMENT:

The Term of this Agreement shall commence on the Effective Date of this Agreement or when it is fully executed by all parties. This Agreement shall be applicable to all of the County's equipment and installation needs in the Scope of Work or Services, Section 2.1 of

this Agreement. Unless sooner terminated or extended by the Parties as provided herein, this Agreement shall remain in effect, commencing August 15, 2010, and terminating August 15, 2015 ("Term"). Upon mutual written agreement of the County and Contractor, this Agreement may be extended for one (1) one additional year.

3. This Amendment No. 2, including any exhibits, sets forth the entire modification to the Agreement with respect to the products and services provided under this Amendment No. 2, unless the Agreement is otherwise amended or modified as set forth in Article 20, "Modifications to Agreement," and supersedes all prior proposals, agreements, and communications, both written and oral.
4. This Amendment No. 2 is incorporated by reference into the Agreement as if fully set forth therein. Except as provided herein, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect and are hereby ratified and reaffirmed by the parties hereto. In the event of any conflict or inconsistency between the provisions set forth in this Amendment No. 2 and the Agreement, this Amendment No. 2 shall govern and control.

IN WITNESS WHEREOF, the parties have made and executed this Amendment No. 2 to Contract for labor, service and parts for equipping county vehicles between County of Volusia, Florida and Morganelli and Associates, Inc on the respective dates under each signature.

MORGANELLI AND ASSOCIATES, INC

COUNTY OF VOLUSIA

BY:

Signature

[Handwritten Signature]
A Morganelli
Print name and title *President*

BY:

Jason P. Davis
County Chair

Date:

Date:

7/28/14

ATTEST:

ATTEST:

BY:

Signature

[Handwritten Signature]
Jenny Malchiodi
Print name and title *Receptionist*

BY:

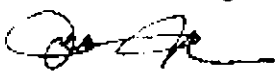
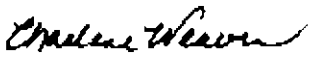
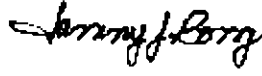
James T. Dinneen
County Manager

Date:

Date:

7-28-14

County Council Date: _____

Date: 09/12/2013		AGENDA ITEM		Item: 41
☐ Ordinance	☐ Resolution	☐ Budget Resolution	☒ Other	
Department: Sheriff's Office Division: Administration				
Subject: Contract renewal for parts and installation of equipment on county vehicles.				
Ben Johnson Director Sheriffs Office 	Jeaniene Jennings Director Purchasing  Approved in Accordance with Purchasing Policies and Procedures	Legal Daniel D. Eckert County Attorney Director Legal Department  Approved as to Form and Legality	County Manager's Office Charlene Weaver, CPA, CFO Deputy County Manager 	
	Tammy Bong Director Management and Budget  Approved as to Budget Requirements			
Council Action:				
Modification:				
Fund Number(s):	Description:	Amount:		
120 Municipal Service District	Patrol 120-400-1300	\$50,000.00		
140 Fire Services	Fire Services	\$25,000.00		
001 General Fund	All other departments	\$20,000.00		
Total Item Budget: \$95,000.00				
Staff Contact(s):		Phone:	Ext.	
Laura Bounds		386 736 5961	12108	
Summary/Highlights: On August 5, 2010, the county council approved a single source contract with Morganelli and Associates, Inc., DeLand, for three years, with two annual renewals, for repairs; replacement parts; and installation of new equipment on county vehicles, including light bars, sirens, radar equipment, LED's, strobes, video cameras, radios, cages, and other similar equipment, manufactured or distributed by Whelen Engineering Company, Inc. The county has used Whelen products as a standardized brand for the past 15 years, during which time Morganelli has installed these products as the only local authorized Whelan reseller. Morganelli has agreed to charge the same prices as those charged the county in 2001 (see exhibit C of the contract). Public protection, the sheriff's office, and other agencies have been very satisfied with the expeditious service of Morganelli which has reduced out-of-service time for county vehicles. Staff recommends approval of the first one year renewal.				
Recommended Motion: Approval.				

AMENDMENT NO. 1
TO
CONTRACT FOR LABOR, SERVICE AND PARTS FOR EQUIPPING
COUNTY VEHICLES
BETWEEN
COUNTY OF VOLUSIA, FLORIDA
AND
MORGANELLI AND ASSOCIATES, INC

This Amendment No. 1 to agreement between County of Volusia, Florida and Morganelli and Associates, Inc made and entered into by and between the County of Volusia, a body corporate and politic and a political subdivision of the State of Florida ("County"), and Morganelli and Associates, Inc (Contractor), a business in the State of Florida, whose principal place of business is located at 1401 Saratoga Street, Deland, Florida 32724 "Contractor").

Recitals

WHEREAS, the County and Contractor entered into a Services Contract, per approved single source under which Morganelli and Associates, Inc., agreed to provide services with an effective date of August 15, 2010, and contract termination date of August 15, 2013; and

WHEREAS, the County and Contractor desire to extend the Contract for the first one (1) year renewal to August 15, 2014, and amend Article 3 of the Contract.

NOW THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, and other specific consideration set forth in this Amendment No. 1, the receipt and sufficiency of which is acknowledged by Contractor and County, the parties agree to renew and to amend the afore-described Contract as follows:

1. The parties agree that the foregoing recitals are true, correct and material to this Amendment No. 1.
2. The parties agree to amend the Contract by revising ARTICLE 3: TERM OF AGREEMENT, to read as follows:

ARTICLE 3. TERM OF AGREEMENT:

The Term of this Agreement shall commence on the Effective Date of this Agreement or when it is fully executed by all parties. This Agreement shall be applicable to all of the County's equipment and installation needs in the Scope of Work or Services, Section 2.1 of this Agreement. Unless sooner terminated or extended by the Parties as provided herein, this Agreement shall remain in effect commencing August 15, 2010, and terminating August 15, 2014 ("Term"). Upon mutual written agreement of the County, this Agreement may be

extended for one (1) one additional year.

3. This Amendment No. 1 is incorporated by reference into the Contract as if fully set forth therein. Except as provided above, all other terms and conditions of the Contract shall remain unchanged and in full force and effect and are hereby ratified and reaffirmed by the parties hereto. In the event of any conflict or inconsistency between the provisions set forth in this Amendment No. 1 and the Contract, this Amendment No. 1 shall govern and control.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have made and executed this Amendment No. 1 on the respective dates under each signature.

MORGANELLI AND ASSOCIATES, INC

BY: _____

Signature

AL Morganelli, President
Print name and title

Date: 8-2-2013

ATTEST: _____

BY: _____

Signature

AL MORGANELLI
Print name and title

Date: 8-2-2013

COUNTY OF VOLUSIA

BY: _____

Jason P. Davis
County Chair

Date: _____

ATTEST: _____

BY: _____

James T. Dinneen
County Manager

Date: _____

County Council Date: _____



**CONTRACT FOR LABOR, SERVICE AND PARTS FOR EQUIPPING
COUNTY VEHICLES**

Between

THE COUNTY OF VOLUSIA

AND

MORGANELLI AND ASSOCIATES, INC.

County of Volusia
Purchasing & Contracts Division
123 West Indiana Avenue, Suite 304
DeLand, Florida 32720-4608
(386) 736-5966

CONTRACT FOR LABOR, SERVICE AND PARTS FOR EQUIPPING COUNTY VEHICLES

This Contract (hereinafter "Agreement") made and entered by and among **Morganelli and Associates, Inc.**, a corporation duly authorized to conduct business in the State of Florida, whose principal place of business is located at 1401 Saratoga Street, Deland, Florida 32724 (hereinafter "**Contractor**"), and the County of Volusia, a body corporate and politic and a subdivision of the State of Florida, whose address is County of Volusia, 123 West Indiana Avenue, DeLand, Florida 32720 (hereinafter the "**County**").

WITNESSETH:

WHEREAS, the County requires a competent and qualified contractor to provide services in support of the County's operations;

WHEREAS, the County has requested and received expressions of interest for the retention of services of contractor;

WHEREAS, the County has determined that the Contractor is fully qualified to render the required service. Among the factors to be considered in making this finding are the capabilities, adequacy of personnel, past record, and experience of the firm or individual;

WHEREAS, it has been determined that the execution of this Agreement is beneficial to the people of the County of Volusia, Florida; and,

WHEREAS, the County seeks a contractor qualified for the labor, service and parts for equipping county vehicles.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, and other specific consideration set forth in this Agreement, the receipt and sufficiency of which is acknowledged by the Contractor and County, the parties agree and stipulate as follows:

1. DEFINITIONS

- 1.1. **Acceptance:** A signed document indicating that a Deliverable meets the Acceptance Criteria specified in the Agreement, or deemed acceptance.
- 1.2. **Acceptance Criteria:** Measure by which a Deliverable or set of Deliverables shall be approved.
- 1.3. **Addendum:** A written explanation, interpretation, change, correction, addition, deletion, or modification affecting the contract documents, including drawings and specifications approved by the County and issued by the County or Contractor and/or distributed to third parties.
- 1.4. **Affidavit:** The instrument which is to be signed by the Contractor and submitted to the County upon the County's request through the Project Manager, upon completion of that job, showing that all bills have been paid. It shall also mean such instrument that may be requested by the County incidental to partial payments. Affidavit may also describe any required signed, sworn and notarized statement.
- 1.5. **After Hours:** Any work requested outside of regular business hours of 8:00 a.m. through 5:00 p.m., Monday through Friday, except holidays, is considered after hours.
- 1.6. **Agency:** The state, a state agency, a municipality, a political subdivision, a school district, or a school board. The term "agency" does not extend to a nongovernmental developer that

contributes public facilities to a political subdivision under Sections 380.06 or 163.3220-163.3243 of the Florida Statutes.

- 1.7. **Agreement:** This Agreement between the County and the Contractor covering the services requested.
- 1.8. **Amendment:** An amendment to this Agreement in writing by the County, approved by the Director of Purchasing, and signed by an authorized representative of the County authorizing an addition, deletion, or revision in the scope of work, or an adjustment in the Contract price or the time for completion issued after execution of this Agreement.
- 1.9. **Calendar day:** Any day, including Saturdays, Sundays, and holidays, regardless of weather conditions.
- 1.10. **Change Order:** A written order to the Contractor, signed by an authorized representative of the County, authorizing an addition, deletion, or revision in the work, or an adjustment in the contract price or time.
- 1.11. **Compensation:** The amount to be paid by the County to the Contractor for professional services regardless of whether stated as compensation or stated as hourly rates, overhead rates, or other figures or formulas from which compensation can be calculated, which includes the total monies payable to the Contractor under this Agreement, and which further includes all services, labor, materials, supplies, travel, training, profit, overhead, costs, expenses, and any other costs necessary to complete this Agreement.
- 1.12. **Completion Date:** The date that the County or its designated representative approves and accepts all Work or Services for a Scope of Work in this Agreement.
- 1.13. **Contract:** This Agreement including its Scope of Work or Services and any attachments or Contract Documents.
- 1.14. **Contractor:** That person or entity, including employees, servants, partners, principals, agents and assignees of the person or entity that has submitted a bid proposal for the purpose of obtaining business with the County to provide the product and/or services set forth herein and is properly licensed and certified.
- 1.15. **Contractor's services:** Those services within the Scope of Work of this Agreement or any exhibit, attachment or addendum thereto which relates to the General Scope of Services in Section 3.1 in connection with the Contractor's employment or practice.
- 1.16. **Contract Administrator:** The Director of Purchasing and Contracts or designee shall serve as Contract Administrator. The Contract Administrator shall be responsible for addressing any concerns within the scope of the contract. Any changes to the resulting contract shall be made in writing and authorized by the Director of Purchasing and Contracts.
- 1.17. **Contract Documents:** Contract Documents shall include, but are not limited to the following: (1) this Agreement and Exhibits "A" - "C", (2) certificates of insurance, (3) Notice of Award and/or Notice to Proceed, (4) the conditions of this Agreement (general, special, supplementary, and other), (5) drawings, (6) job specifications, (7) written interpretations, (8) change orders, (9) project manuals, (10) addenda (including RSQs, RFPs and the Contractor's responses to RFPs) issued before the execution of this Agreement, and, (11) any modifications or amendments to this Agreement issued after execution.

- 1.18. **County Representative:** Also known as the person designated by the County to review, approve and make decisions regarding the Scope of Work in this Agreement.
- 1.19. **County:** The County of Volusia, Florida, a political subdivision of the State of Florida for whom the work is to be performed.
- 1.20. **Deliverable:** The result(s) or end product(s) or service(s) of a Project that meet the defined plans, specifications, requirements, warranties, and functional parameters articulated in the Scope of Work for this Agreement, including but not limited to: design drawings, specifications, studies, reports, written documentation, training, systems or processes.
- 1.21. **Effective Date:** The date that this Agreement, including any Addendum, Amendment, Modification or exhibits attached thereto, is fully executed by the Contractor and the County.
- 1.22. **Emergency Vehicle Technician (EVT):** Emergency Vehicle Technicians (EVTs) perform specialized automotive work on emergency vehicles.
- 1.23. **Final Acceptance:** Shall take place after all Deliverables of the Scope of Work have been delivered, installed, tested, transitioned into service and accepted by the County pursuant to the this Agreement.
- 1.24. **Final Completion:** The date, as certified by the County's Project Manager, when the Project or this Agreement is sufficiently completed to the satisfaction of the County or its designated representative, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it was intended; or if there be no such certification, the date when final payment is due in accordance with this Agreement.
- 1.25. **Master Agreement:** The payment vehicle through which the Contractor shall be compensated. This Agreement shall be issued in accordance with the specifications, terms, and conditions of this Contract document and shall be valid for a specified period of time with a specific dollar value, which shall not be exceeded annually.
- 1.26. **Modification:** A written amendment to the Contract Documents approved by the County which includes but is not limited to the following:
- 1.26.1. **Change Order:** A written order to the Contractor signed by an authorized representative of the County authorizing an addition, deletion, revision in the Work, or an adjustment in the construction, contract price or time, that is issued after execution of the Contract.
- 1.26.2. **Field Order:** A written clarification, interpretation, minor change or alteration issued by the Contractor.
- 1.26.3. **Addenda:** A written document that is executed by the Contractor and an authorized representative of the County that is added to the original Contract Documents to clarify, revise, add to, or delete from the original Contract Documents or previous addenda. This includes a written clarification or interpretation when executed by authorized representatives of both Parties.
- 1.27. **Normal Business Hours:** 8:00 a.m. to 5:00 p.m. Monday through Friday.
- 1.28. **OEM:** Original Equipment Manufacturer. The original equipment manufacturers for this

Agreement.

- 1.29. **Original Expiration Date:** The date that this Agreement was originally intended to expire excluding any extensions or renewals of this Agreement for a time certain.
- 1.30. **Owner:** The owner is the County of Volusia, for whom all Work or Services under this Agreement are to be performed by the Contractor.
- 1.31. **Person or Persons:** An individual, firm, partnership, corporation, association, executor, administrator, trustee, or other legal entity, whether singular or plural, masculine or feminine, as the context may require.
- 1.32. **Project Manager or County Project Manager:** The County employee who is assigned to the Project and is responsible for the day-to-day administration and coordination of the Project for the County. The County may change the Project Manager at any time by providing notice to the Contractor.
- 1.33. **Public Safety:** The Public Protection division of the County of Volusia and Volusia County Sheriff's office.
- 1.34. **Scope of Services or Work:** The general services/work, herein defined in this Agreement, including responsibility for performing and complying with all incidental matters pertaining thereto pursuant to the Project Specifications and requirements.
- 1.35. **Services:** Those services that are to be performed by the Contractor pursuant to this Agreement, more particularly described in Exhibit "B".
- 1.36. **Specifications:** The document that establishes the material and performance requirements or criteria of goods and services.
- 1.37. **State:** State of Florida.
- 1.38. **Sub-contractor:** A person or entity, other than the Contractor, that enters into a contract with the Contractor for the performance of any part of this Agreement.
- 1.39. **Turnkey Solution:** A complete solution that is supplied, installed, or purchased in a condition ready for immediate use, occupation, or operation within a specified time frame.
- 1.40. **Work:** Any and all obligations, services, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by the Contractor under the Contract Documents, including the furnishing of all labor, materials, equipment and other incidentals.

2. EXHIBITS AND SCOPE OF WORK

- 2.1. **Exhibits.** The exhibits listed below are incorporated into and made a part of this Agreement.
- 2.1.1. Exhibit "A" - Contractor's Single Source Letter
- 2.1.2. Exhibit "B" - Scope of Services
- 2.1.3. Exhibit "C" - Pricing Schedule

2.2. Authority or Contracting.

2.2.1. County enters into this Agreement pursuant to Section 2-276(a)(6) Code of Ordinances based upon the single source letter attached hereto and incorporated herein as Exhibit "A".

2.3. **General Scope of Services.** The following general Scope of Services shall be governed by Section 2.3. of this Agreement. The County owns or leases vehicles which require the installation, maintenance and/or repair of various parts, including but not limited to: light bars, sirens, radar equipment, LED's, strobes, video cameras, radios, and computers to facilitate County personnel's abilities to perform their duties in the most effective and efficient manner. The Contractor shall provide labor, service and parts for equipping County vehicles as required by this Agreement and in accordance with Exhibit "B", the Scope of Services.

2.4. Performance Criteria.

2.4.1. All Work or Services shall be performed in accordance with the Contract Documents and shall be approved by the County in writing prior to commencing any Work or Service(s) described herein.

2.4.2. Notwithstanding the General Scope of Work and Services provision set forth in Section 2.3. above, the Scope of Work for a Project shall be set forth with specificity and describe in detail all specifications and requirements, deliverables, additional performance criteria, compensation, the commencement and completion dates, materials, products, equipment, testing, and any other item or criteria required to complete the Work or Services.

2.4.3. **Materials.** All materials and/or equipment shall be new, except as otherwise provided in the Contract Documents. Contractor shall furnish satisfactory evidence as to the kind and quality of materials and/or equipment furnished under this Agreement.

2.4.4. **Substitute Materials or Equipment.** If it is indicated in this Agreement or the Contract Documents that Contractor may furnish or use a substitute that is equal to any material or equipment specified, and if Contractor wishes to furnish or use a proposed substitute, Contractor shall promptly make written application to the County, prior to substituting any material or equipment in a Project, for approval of such a substitute by the County. Contractor shall certify in writing that the proposed substitute shall satisfy the functional and design specification of the Scope of Work or Services for this Agreement; be similar and of equal substance or design criteria to that specified in the Scope of Work be suited to the same use and capable of performing the same function as that specified in the Scope of Work. No substitute shall be ordered or installed without the prior written approval of the County.

2.4.5. All materials and labor necessary to complete the Scope of Work shall be furnished by the Contractor unless the Contract Documents state otherwise. Said materials shall be of good quality and as specified in the Contract Documents; and all Work and labor shall be performed in a good and competent workmanlike manner to the satisfaction of the County.

2.4.6. The Contractor shall provide the Services required herein strictly in an independent

contractual relationship with the County, and except as expressly set forth herein, is not, nor shall be, construed to be an agent or employee of the County. Nothing herein shall create any association, partnership, joint venture or agency relationship between them. The County shall not pay for any business, travel, office, or training expense, or any other contract performance expense not specifically set forth in the Scope of Work or Services of this Agreement. The Contractor is not exclusively bound to the County and may provide service to other private and public entities as long as the Service by the Contractor for such entities do not conflict with the Contractor's services to the County under this Agreement.

- 2.4.7. Changes to Scope of Work.** The County may at any time, by written order, make changes within the general Scope of Work and/or Services to be performed under this Agreement. Except as provided in this Agreement otherwise, if any such change causes an increase or decrease in the Contractor's cost of, or the time required for performance of the Project Work or Services, an equitable adjustment shall be made and this Agreement shall be amended in writing, signed by authorized representatives of the parties, stating the equitable adjustment. Unless the County grants, in writing, an additional period of time before the completion of the Agreement, any claim by the Contractor for adjustment under this Section must be asserted in writing within thirty (30) days from the date of receipt by the Contractor of the notification of change; otherwise, the claim shall be deemed waived. The Contractor shall then proceed with the prosecution of the Work or Service as changed. Except as otherwise provided in this Agreement, no charge for any extra work or materials shall be allowed unless approved by the County.
- 2.4.8. Parts, Materials and Equipment.** The scope of the specifications in the Scope of Services or Work is to insure the delivery of various products, parts, including but not limited to: light bars, sirens, radar equipment, LED's, strobes, video cameras, radios, and computers are ready for use and operation by Volusia County to facilitate the County personnel's abilities to perform their duties in the most effective and efficient manner and emergency operations. Omission of any essential detail from these specifications does not relieve Contractor from furnishing a complete work product. All parts, materials, or equipment shall be new, not used or reconditioned, and are not of such age or so deteriorated as to impair their usefulness or safety and that the parts, goods, materials, supplies, or components offered are current production models of the respective manufacturer.
- 2.4.9.** Turn around time on normal service of vehicles delivered to Contractor under this Agreement shall not exceed 2 weeks from date of delivery.
- 2.4.10.** The discount percentage off of the manufacturer's list price as shown in Exhibit "C" shall be fixed for the life of the contract unless a greater discount becomes available, and at this time Contractor shall pass this savings to the County.
- 2.4.10.1.** Any increase in manufacturer's list price shall be submitted to the County with an explanation of the price increase. The County shall review and approve the new pricing prior to being charged the increased price.
- 2.4.11. Emergency Service.**
- 2.4.11.1.** In the event of emergency request for service, Contractor agrees to furnish the requested service within four (4) hours of receipt of the request.

2.4.12. Minimum Warranty and Parts.

- 2.4.12.1.** Contractor warrants that all standard products delivered under this Agreement are warranted to be free from defects in materials and workmanship, under normal use and service, for a period of one (1) year from the date of F.O.B Destination or for the duration of OEMs warranty or as stated in Exhibit "C", which ever is greater.
- 2.4.12.2.** The equipment, products or goods delivered under this Agreement are warranted by Contractor to provide the functions, features and capabilities specified and described in this Agreement or OEM's documentation associated with its goods for the purposes of this Agreement.
- 2.4.12.3.** Contractor is responsible for the quality, technical accuracy, timely completion and delivery of all deliverables, goods, products, equipment, and services furnished under this Agreement.
- 2.4.12.4.** Contractor warrants that the goods furnished under this Agreement are merchantable and fit for the particular purpose for which they shall be used by the County Departments under this Agreement. Contractor assumes no responsibility for County's negligent or intentional misuse or abuse of any goods delivered under this Agreement.
- 2.4.12.5.** In the event of a conflict between the terms and conditions in Section 2.3. and Exhibit "B", the terms and conditions in this Section 2.3. shall be controlling.

2.4.13. Service. Contractor shall, provide service and maintenance acquisition of all goods, products or equipment under in this Contract. Contractor is to be an authorized dealer, distributor, and/or representative of the OEMs for the brand/model on all goods or products used or sold under and for the life of this agreement. Contractor is also required to maintain all certification requirements of OEMs to service said goods, products, or equipment for the purposes of this agreement. Contractor is required to notify the County of any changes to the certifications, or other industries standards for all equipment covered under this Agreement. Contractor is to maintain a normal supply of repair parts and be equipped with personnel and facilities to provide such service as necessary to keep the equipment in operation with a minimum of delay. In addition, all repairs made to equipment shall be original equipment manufactured parts (OEM), and shall be done using authorized and certified repair technicians. All repairs shall be made in compliance with the warranty requirements of the equipment. Failure to meet any or all of the above mentioned requirements may be cause for termination and Contractor may be liable for any actions as a result of not following the terms of service.

2.4.14. Shipping and Risk of Loss. All equipment, goods and materials shipped by or on behalf of Contractor under for this Project under this Agreement shall be F.O.B. Destination. Contractor acknowledges that all provided equipment, goods and materials for the Scope of Services that are shipped or provided to Contractor by or on behalf of the County under this Agreement shall be new and shall have been purchased by the County specifically for implementing the Project under this Agreement. Contractor acknowledges that any loss or damage during shipment of the equipment, goods, and materials requires that County be made whole with new equipment, goods, and materials of the same type, brand, and quality unless otherwise agreed upon in writing by the County. The valuation of the equipment, goods and materials shall be as "new" and not "used."

2.4.15. Time is of the Essence. Time is of the essence for all work performed under this Agreement.

2.4.16. For each purpose related to this Agreement, the Contractor and the Contractor' sub-contractors shall be independent contractors with respect to the County and nothing herein shall create any association, partnership, joint venture or agency relationship between them.

2.4.17. The Parties shall exhaust all methods to resolve issues, including but not limited to, the Dispute Resolution (Article 15) procedures set forth in this Agreement before any action is taken to declare the County or the Contractor in default.

3. TERM OF AGREEMENT

3.1. The Term of this Agreement shall commence on the Effective Date of this Agreement or when it is fully executed by all Parties. This Agreement shall be applicable to all of the County's equipment and installation needs in the Scope of Work or Services, Section 2.1 of this Agreement. Unless sooner terminated or extended by the Parties as provided herein, this Agreement shall remain in effect commencing August 15, 2010, and terminating August 15, 2013 ("Term"). Upon mutual written agreement of the County, this Agreement may be extended for up to two (2) one-year extensions.

3.2. The Work or Services to be rendered by the Contractor shall be commenced, as specified in this Agreement as may be issued hereunder, and shall be completed within the time specified herein.

4. PAYMENTS TO THE CONTRACTOR

4.1. The Contractor shall be paid Compensation for all Work or Services, including labor and materials, performed under this Agreement on a "maximum-not-to-exceed" basis for each service requested.

4.1.1. Compensation shall not be adjusted because of errors or omissions which are not the fault of the County in computing the Project costs which result in an increase in the cost of this Contract or because the time for completion varies from the original estimate. In addition, Contractor shall certify that the original cost of work or Compensation for Work and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the cost of work or Compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

4.1.2. Payments.

4.1.2.1. Invoice Detail. Contractor shall breakdown the request for payment on its invoice by labor hours, by classification, by units, associated rates, any material or subcontracted costs and any indirect rates or costs. All of the above shall sum to the total amount requested. If material or subcontracted costs are submitted, they shall also be broken out in line item detail.

4.1.3. Invoices. Invoices or payment requests shall be addressed by Contractor and submitted to the County's Project Manager and submitted monthly.

4.1.4. The County may withhold payment of any specific invoiced charges in a pay request or monthly statement which it disputes in good faith and pay all undisputed charges on the

invoice, pay request or monthly statement.

4.1.5. Within forty-five (45) days of acceptance by the County Project Manager of all the Work or Services for which Contractor has submitted the monthly statement of professional services, the Contractor shall be paid the unpaid balance of any money due for any undisputed Work or Services covered by said statement. All payments shall be governed by the Florida Prompt Payment Act.

4.1.6. Taxes. County is a tax exempt entity and shall not be charged or invoiced for the payment of taxes for work performed under this Agreement.

4.1.7. Contractor's Continuing Obligations. Contractor's obligation to perform the Work in accordance with the Contract Documents shall be absolute. Neither approval of any payment by County to Contractor under the Contract Documents nor any act of acceptance by the County nor any failure to do so, nor any correction of defective work by County shall constitute an acceptance of Work or Services not in accordance with the Contract Documents.

4.2. Pricing Schedule

See Exhibit "C" for Pricing Schedule

5. TERMINATION

5.1. This Contract may be terminated by the Contractor, without cause, upon provision of ninety (90) days prior written notice thereof to the County. After receipt of a Termination Notice, and except as otherwise directed by the County or the County Court, the Contractor shall transfer all active files to the County or the County Court, or Agency designated by the County or the County Court, transfer any funds that have been collected and not yet disbursed, and assist the County and the County Court in an orderly transition.

5.2. The performance of Work or Services under this Agreement may be terminated for convenience by the County in accordance with this Section in whole, or from time to time in part, upon at least thirty (30) calendar days prior written notice to the Contractor whenever the County shall determine that such termination is in the best interest of the County. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the Agreement is terminated, and the subsequent date upon which such termination becomes effective.

5.3. The County may terminate this Agreement immediately for cause (such cause amounting to a material breach of the terms hereof) by providing written notice to the Contractor.

5.4. After receipt of a Notice of Termination, and except as otherwise directed by the County, the Contractor shall:

5.4.1. Stop work under the Agreement on the date and to the extent specified in the Notice of Termination.

5.4.2. Place no further orders or subcontracts for materials, services or facilities except as may be necessary for completion of such portion of the work under the Agreement as is not terminated.

- 5.4.3.** Terminate all orders and subcontracts pursuant to this Article to the extent that they relate to the performance of Work or Services terminated by the Notice of Termination.
- 5.4.4.** Assign to the County, in the manner, at the times and to the extent directed by the County, all of the right, title and interest of the Contractor under the orders and subcontracts so terminated, in which case the County shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- 5.4.5.** With the approval of the County and to the extent required by the County, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts. The County's approval of such settlements shall be final for all the purposes of Article 5. Additionally, transfer title and deliver to the County, in the manner, at the times, and to the extent, if any, directed by the County:
- 5.4.5.1.** The reports, estimates, other documentation and/or other Work-in-process, completed Work or Services, supplies, and other materials produced as a part of, or acquired in connection with the performance of the Work or Services terminated by the Notice of Termination; and
- 5.4.5.2.** The completed or partially completed reports, estimates or other documentation which, if the Work had been completed, would have been required to be furnished to the County.
- 5.4.6.** Complete performance of such part of the Work or Services as shall not have been terminated by the Notice of Termination.
- 5.4.7.** After receipt of a Notice of Termination, the Contractor shall submit to the County its termination claim, in the form and with a certification as prescribed by the County. Such claim shall be submitted promptly, but in no event later than thirty (30) days from the effective date of termination, unless one or more extensions in writing are granted by the County, upon request of the Contractor made in writing within such thirty (30) day period or authorized extension thereof. Upon failure of the Contractor to submit its termination claim within the time herein allowed, the County may determine on the basis of information available to it, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.
- 5.4.8.** Subject to the provisions of Article 5, the Contractor and the County may agree upon the whole, or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial Termination of Work pursuant to Article 5, which amount or amounts may include a reasonable allowance for profit on Work performed; provided, that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total Contract price or Compensation as reduced by the amount of payments otherwise made and as further reduced by the payment of Compensation for Work not terminated. As such, the Agreement shall be amended accordingly and the Contractor shall be paid the agreed upon amount. Nothing herein prescribing the amount to be paid to the Contractor in the event of failure of the Contractor and the County to agree upon the whole amount to be paid to the Contractor by reason of the Termination of Work or Services pursuant to this clause shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid to the Contractor.
- 5.4.9.** In the event of the failure of the Contractor and the County to agree as provided in 5.4.8.

above upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to Article 5, the County shall pay to the Contractor the amounts determined by the County as follows (but without duplication of any amounts already agreed upon by the parties):

5.4.9.1. For completed Work or Services accepted by the County, the price or prices or Compensation specified in this Agreement for such work, less any payments previously made.

5.4.9.2. For incomplete Work or Services, the total compensation shall include the total of the following:

5.4.9.2.1. The costs incurred by the Contractor in the performance of the Work and Services terminated, including initial costs and preparatory expenses allocable thereto, but exclusive of any costs attributable to the Work and Services paid or to be paid for under Section 5.4.8. hereof; and,

5.4.9.2.2. The cost of settling and paying claims arising out of the termination of Work or Services under subcontracts or orders as provided herein, which are properly chargeable to the terminated portion of the Agreement exclusive of amounts paid or payable on account of work or services delivered or furnished by sub-contractors prior to the effective date of termination, which amounts shall be included in the costs payable herein.

5.4.10. If the County terminates this Agreement in accordance with Section 5.4.9. above, the County may either take over the Work/Services and complete the Work or Services, or contract with another entity for completion of the Work or Services. In either event, the Contractor shall be liable to the County for any increased cost of the Project reasonably incurred by the County in the process of completing the Contractor's unfinished Work or Services. As such, the County may apply unpaid Compensation due and owing to the Contractor for Work or Services performed by the Contractor prior to the default as a set off against the costs incurred by the County for taking over such Work or Services.

5.5. The right of termination provided to the County and the Court herein shall be cumulative of all other remedies available at law.

6. RESPONSIBILITY OF THE CONTRACTOR

6.1. Consistent with Article 2 herein, the Contractor's performance of Work or Services shall be in accordance with the terms and conditions of this Agreement. The Contractor's performance of Work/Services shall be to provide labor, service and parts for equipping County vehicles to carry out the activities within the Scope of Work or Services and Contract Documents under the direction of the Project Manager.

6.2. The Contractor shall perform Work or Services required under this Agreement, including but not limited to the installation, maintenance and repair of the vehicles and items described in Exhibit "B". The services of the Contractor shall also include the following:

6.2.1. Unless otherwise provided in this Agreement, the Contractor shall furnish, in accordance with the Contract Documents, the Services required for the Project.

- 6.2.2. The Contractor shall certify to the County that installation, products, goods or equipment therewith conform to the Scope of Work or Services in this Agreement and applicable governmental regulations, statutes, and ordinances, including any amendments thereto. Said certification shall be in the form acceptable to the County and made a part of this Agreement and incorporated herein by reference.
- 6.2.3. The Contractor covenants and agrees that there are no obligations, commitments, or impediments of any kind that shall limit or prevent the Contractor's performance of the Work or Services.
- 6.2.4. The Contractor covenants and agrees that it shall not contract for or accept employment for the performance of any work or service with any individual, business, corporation, or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the County.
- 6.2.5. The Contractor covenants and agrees that all of the Work or Services to be furnished by the Contractor under this Agreement, from the inception of this Agreement until the Work has been fully completed, shall be of the standard and quality that prevail among similarly situated Contractors engaged in the Contractor's profession or practice in the State of Florida under the same or similar circumstances involving the same or similar Service or Work.
- 6.2.6. The Contractor covenants and agrees that all of the Work or Services to be furnished by the Contractor shall be in accordance with the most current specifications and available technology at the time this Agreement is fully executed and as of the time the Contractor delivers to the County the drawings, specifications and/or deliverables. Thereafter, the Contractor shall keep the County informed of any changes or advancements in such specifications or technology occurring any time during the term of this Contract.
- 6.2.7. The Contractor covenants and agrees as follows:
- 6.2.7.1. That the Contractor recognizes that its special talent, training, and experience caused the County to select the Contractor to be the prime professional on the Project; and
- 6.2.7.2. That the Contractor comprehends the specifications and requirements of the Scope of Work or Services and the use of the same in their entirety to provide the Work or Services; and
- 6.2.7.3. That the Contractor possess the special skills to recognize material errors or omissions that shall make a deliverable fail to perform within the specifications and requirements of the Scope of Work.
- 6.2.8. The Contractor covenants and agrees that any Work or Service performed by the Contractor and/or its agents and/or subcontractors shall be completed in a competent and workmanlike manner. In addition, Contractor shall apprise County of warnings about known hazards to goods, products, or equipment.
- 6.2.9. The Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the County of any Work or Services, nor shall the Contractor be released from any liability by reason of such approval by the County, it being

understood that the County at all times is ultimately relying on the Contractor's skill, expertise, and knowledge in the installation and/or acquisition of goods, products or equipment. As such, said approval shall not be a defense to a claim or cause of action for contribution or indemnification by the County.

- 6.2.10. The Contractor covenants and agrees that its firm or business is duly registered and licensed to conduct business in the State of Florida, that the person executing this Agreement is a duly authorized and designated representative of Contractor, and that those persons who are directly in charge of the professional work being performed under this Agreement are duly registered and licensed under Florida law (if applicable) and pursuant to this Agreement.
- 6.2.11. The Contractor covenants and agrees that it shall be liable for all errors and/or omissions proximately caused by Contractor, if any, in judgment relative to the Work or Services performed under this Agreement.
- 6.2.12. The Contractor covenants and agrees to call to County's attention anything of any nature in any reports, studies, bulletins, documentation, specifications, requirements or instructions prepared by the Contractor or data supplied to the Contractor by the County or any other party that the Contractor regards in the Contractor's professional opinion as unsuitable, improper, or inaccurate in connection with the purposes for which Work or Services are performed or goods or products are installed on vehicles under this Agreement.
- 6.2.13. The Contractor covenants and agrees to furnish efficient business administration of the Project and perform all Work or Services in the most expeditious and economical manner consistent with the standard of care applicable to a person, pursuant to the standard stated in section 6.2.5.
- 6.2.14. The Contractor covenants and agrees that it shall, at its own cost, make good any defects in its Work or Services as soon as the Contractor becomes aware of such defects or is notified of such defects. Should the Contractor refuse or neglect to make good such defects within a reasonable time after receiving notice requesting such remedial work, then the County, herein, shall be entitled to make good such defective Services at the expense of the Contractor and/or terminate this Agreement. This commitment by the Contractor is in addition to, and not in substitution for, any other remedy for defective Work or Services that the County may have at law or in equity.
- 6.3. **Assurance.** The Contractor gives the County its assurance that all Work or Services performed under this Agreement shall be performed in a competent and workmanlike manner and in accordance with the specifications and requirements of the Contract Documents and of any inspections (if applicable), tests (if applicable) or approvals required under the Contract Documents. All Work not conforming to the specifications and requirements of the Scope of Work or with the inspections, tests (if applicable) or approvals as set forth in the Scope of Work or Services shall be considered materially defective and constitute a breach of this Agreement.
- 6.4. **Tests and Inspections.** If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected and tested, the Contractor agrees to furnish the County's Project Manager with the required documentation evidencing such testing and inspections, certificates of inspection, testing or approval.
- 6.5. The Contractor shall be responsible for the professional and technical accuracy of all data, reports

and any other service furnished by the Contractor under this Agreement. The Contractor shall, without additional cost to the County, correct or revise any errors or deficiencies in its Work or Services for which it is responsible.

- 6.6. All Work performed by the Contractor including all general provisions, special provisions, job specifications, drawings, addendum, written interpretations, and written orders for minor changes in Work, shall comply with the Scope of Work and all applicable local laws, codes, ordinances and statutes. Work not covered by the Contract Documents shall not be required in a Project unless the County, in its sole discretion, determines that it is required by reasonable inference as being necessary to produce the intended deliverable(s).
- 6.7. The Contractor shall supervise and direct all Work or Services efficiently and in a competent and workmanlike manner. As such, the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures for installation and acquisition of deliverables or goods or products. Further, the Contractor shall be responsible for assuring the County that finished deliverables comply accurately with the Contract Documents and specifications of the Scope of Work.
- 6.8. The Contractor shall issue with reasonable promptness all written clarifications or interpretations regarding the Scope of Work or specifications or requirements of the Scope of Work that the Contractor may determine are necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents.
- 6.9. **Concerning Subcontractors.**
 - 6.9.1. The Contractor shall not employ any Subcontractor, other person or organization against whom the County may have reasonable objection, nor shall the Contractor be required to employ any Subcontractor against whom it has reasonable objection. The Contractor shall not make any substitution for any Subcontractor who has been accepted by the County without the County's approval.
 - 6.9.2. The County's disapproval or requirement of removal or replacement of the Contractor's employee or Subcontractor shall be deemed for lawful reasons if, in County's reasonable judgment, such Contractor's employee or Subcontractor poses a threat or causes harm to the health, welfare, safety, or morale of the County or its agencies, personnel or property or who fails any drug test administered in connection with this Agreement, or who has been convicted of a felony or a misdemeanor involving "moral turpitude."
 - 6.9.3. The Contractor shall be fully responsible for all negligent acts and omissions of its Subcontractor(s) and of persons directly or indirectly employed by them and of persons for whose negligent acts any of them may be liable to the same extent that it is responsible for the negligent acts and omissions of persons directly employed by it. Nothing in the Contract Documents shall create any contractual relationship between any Subcontractor and the County or any obligation on the part of the County to pay or to see to the payment of any money due any Subcontractor, except as may otherwise be required by law. The County may furnish to any Subcontractor, to the extent practicable, evidence of amounts paid to the Contractor on account of specific work done in accordance with the schedule of values.
- 6.10. The Contractor agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents and the terms and conditions of Article 13 of this Agreement for the benefit of the County.

- 6.11. The Contractor shall require all Subcontractors or outside associates employed in connection with the performance of this Agreement to comply fully with the terms and conditions of this Agreement between the County and the Contractor.
- 6.12. Any Subcontractors and/or outside firms and/or associates required by the Contractor in connection with the Services covered by this Agreement shall be limited to such individuals or Contractors as are specifically identified for each project phase performed under this Agreement. Any substitution of such Subcontractors, firms or associates shall be subject to the prior written approval of the County Project Manager.
- 6.13. The Contractor is, and shall be, in the performance of all Work, Services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the County. All persons engaged in any of the Work or Services performed pursuant to this Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision, and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees or agents of the County. The Contractor does not have the power or authority to bind the County in any promise, agreement, or representation other than specifically provided for in this Agreement.

7. AUTHORIZATION FOR SERVICES

- 7.1. **No Guarantee to Perform Projects.** The County makes no covenant or promise as to the number of available Projects, nor that the Contractor shall perform any Project for the County during the life of this Agreement. The County reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by the County to be in the best interest of the County.

8. INDEMNIFICATION

- 8.1. **Personal Injury and Property Damage.** The Contractor shall, at its own expense, indemnify and hold harmless the County and its public officials (elected and appointed), successors and successors in interest, officers, agents, attorneys, and employees from and against all claims, damages, losses and expenses, including reasonable attorney's fees, caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor and its sub-contractors or agents performing Work or Services under this Agreement, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any of the Contractor's sub-contractors, anyone employed by any of them or anyone for whose acts any of them may be liable, regardless of whether it is caused in part by a party indemnified under this Section. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Agreement.
- 8.2. In all claims against the County, or any of its public officials (elected and appointed), successors and successors in interest, officers, agents, attorneys, and employees by any employee of the Contractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any sub-contractor under workers' compensation acts, disability benefit acts or

other employee benefit acts.

- 8.3. The terms "proprietary software," "sensitive information," and "trade secret" shall constitute Confidential Information and shall be that which is defined in and exempt from disclosure pursuant to Section 119, Florida Statutes (as amended) and Article I, Section 24 of the Florida Constitution ("Florida Public Records Laws"), and Section 812, Florida Statutes (as amended). In addition and for the purposes of this Agreement, Confidential Information shall also include confidential information and/or trade secret information disclosed by the Contractor to the County that is expressly identified in writing by the Contractor and its sub-contractors. Any Confidential Information provided to the County by the Contractor must be expressly identified in a "Nondisclosure Agreement for Confidential Materials" form which the Contractor may obtain from the County's Purchasing Division.

8.3.1. Confidential Information and/or Trade Secret does not include the following:

- 8.3.1.1. Information already known or independently developed by the party in possession; or
- 8.3.1.2. Information in the public domain through no wrongful act of the party in possession; or
- 8.3.1.3. Information received by the party in possession from a third party who was free to disclose it; or
- 8.3.1.4. Information regularly disclosed to third parties without restriction on disclosure, or information required to be disclosed by law or an order of court of competent jurisdiction.

- 8.4. **Confidential Information and Infringement.** If the Contractor is licensing, or developing software (including derivative works) for use by the County, the Contractor grants to the County a perpetual, fully-paid, non-assignable, non-exclusive, royalty-free license to use the Contractor's software deliverables developed or licensed under this Agreement. Said license includes software owned by the Contractor which is furnished under this Agreement, for the County's internal use with such use to include the right to modify such deliverable(s) and to create derivative works for such internal use, including without limitation the right to use such deliverable(s).

- 8.5. If the Contractor is licensing, providing or developing software, including derivative works for use by the County, the Contractor agrees to protect, defend and indemnify and hold harmless the County, its agents, officials including elected officials, and employees of the County harmless from and against any and all claims, demands, actions, and causes of action which may arise asserting that all or any part of the Contractor-licensed applications as provided under any software owned by the Contractor and licensed to the County, or provided by the Contractor for use thereof by the County, infringes or misappropriates any third party's United States patent, copyright, any trade secret protected under United States law.

- 8.5.1. In addition to the foregoing indemnification provision, the Contractor shall also take the following steps to assure that the County can continually use the software which the Contractor has directly licensed to the County, or provided for use thereof by the County, in substantially the same manner delivered or subsequently enhanced or modified:

- 8.5.1.1. Promptly replace the allegedly infringing or misappropriated item or items with compatible, functionally equivalent items which are not alleged to be infringing or

misappropriated; or

- 8.5.1.2. Promptly modify the alleged infringing or misappropriated item or items to eliminate the alleged infringement or misappropriation without impairing the County Agency's intended use of Licensed Applications and/or Sublicensed Applications in any manner; or
 - 8.5.1.3. Promptly procure the right for the County Agencies to continue to use the Licensed Applications and/or Sublicensed Applications without modification; and
 - 8.5.1.4. Unless otherwise agreed by the Parties, promptly shall mean for the purposes of this Section that the events described herein shall occur in no less than sixty (60) days from the date that notice of the claim is received by the Contractor.
- 8.6. In the event that the Contractor does not enable the County to use that which the Contractor has delivered through accomplishing one (1) or more of the alternatives set forth above within the aforementioned time period during the term of this Agreement, the Contractor shall be in material default of this Agreement and subject to Termination of this Agreement.
- 8.7. If the Contractor is granting a license or develops software for the County under the Scope of Work or Services, it hereby warrants and represents that:
- 8.7.1. The Contractor is the sole owner of all right, title, and interest in and to the Contractor-licensed software, user manuals and documentation, including all patents, copyrights, copyright rights, trade secrets, trademarks, trade names and all proprietary and intellectual rights and confidential information contained therein, and that it is authorized to enter into this Agreement and hereby grants to the County a license (perpetual or any applicable software license agreement owned by the Contractor); and/or
 - 8.7.2. No portion of any license(s) or right(s) granted to the County to use the Contractor's software pursuant to the terms of the applicable software license agreement of the Contractor for any work performed under this Agreement violates or is protected by any right, title, interest or similar right of any third person or entity.
- 8.8. **Payment of the Contractor's Subcontractors.** The Contractor shall save and hold the County harmless from any and all claims or actions by the Contractor's sub-contractors for payment of monies such Subcontractor(s) claims to be owed by the Contractor for Work performed under this Agreement.
- 8.9. Nothing in this Agreement shall create any obligation on the part of the County to pay directly to any Subcontractors of the Contractor any monies due to such Subcontractor or claims of any Subcontractor for amounts owed by the Contractor to any such Subcontractor for Work performed under this Agreement.

9. LIMITATION OF LIABILITY AND REMEDIES

- 9.1. **Sovereign Immunity.** The County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes (2009). Notwithstanding anything set forth in any Section of this Agreement to the contrary, nothing in this Agreement or the Contract Documents shall be deemed as a waiver of immunity or limits of liability of the County 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 County for damages, regardless of the number or nature of claims in tort or equity, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement or the Contract Documents shall inure to the benefit of any third party for the purpose of allowing any claim against the County which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

- 9.2. If the Contractor should become entitled to claim damages against the County for breach of contract arising from this Agreement or the Contract Documents, the County shall be liable only for the amount of the Contractor's actual direct damages up to the amount of the contract price that is the subject of the claim. In no event shall either Party be liable to the other for any incidental, indirect, special, punitive or consequential damages even if the Party knew or should have known about the possibility of such damages resulting from violation of any provision of this Agreement.

10. COUNTY REPRESENTATIVE

- 10.1. The Work or Services shall be under the direction of the authorized County Representative, except as limited by the County's Purchasing and Contracts Procedures, who shall have decision authority, subject to the requirements of the County's Purchasing Procedures Manual, for all phases of the Work, including general direction, review, and approval of the Work or Services.
- 10.2. Neither the County Representative's review, approval or acceptance of, nor payment for, any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Contractor shall be and shall remain liable to the County for all costs of any kind which were incurred by the County as a result of the Contractor's negligent performance of the services furnished under this Agreement.

11. EXPERT WITNESS

- 11.1. If the County so requests, the Contractor shall serve as an expert or professional witness for the County in any legal proceeding(s) arising in connection with this Agreement. The expert or professional witness fee due to the Contractor for said service(s) shall be such reasonable fee negotiated at the time the Contractor is called for such duty.

12. INSURANCE

- 12.1. The Contractor shall not commence any Work or Services in connection with this Agreement until it has obtained all of the following types of insurance and such insurance has been approved by the County. Approval by the County of any policy of insurance shall not, however, relieve the Contractor from its responsibility to maintain the insurance coverage required herein for the entire term of this Agreement and for such longer periods of time as may be required under other clauses of this Agreement or the Contract Documents. During the term of the Agreement, the Contractor shall also be responsible for providing the County with copies of notices of cancellation and/or any other changes in the terms and conditions of the original insurance policies approved by the County.
- 12.2. At the County's request, the Contractor shall furnish to the County certificates of insurance evidencing the coverages required hereunder. Should the County find it necessary to require copies of the underlying policies, the Contractor shall provide them promptly for the County's review and approval. The certificates shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification required by these provisions. No work shall be

commenced until the County has approved these policies. This Agreement may be terminated by the County, without penalty or expense, if proof of any insurance required hereunder is not provided to the County for review within thirty (30) days of the date of execution of this Agreement.

- 12.3. All certificates required hereunder must contain language requiring thirty (30) days notification to the insured (unless otherwise agreed to in writing by the parties, but under no circumstance upon less than ten (10) days notice, or as permitted under Florida law) prior to any cancellation(s) or reduction(s) of limits taking effect. Upon receipt of any such notification, the Contractor shall promptly advise the County Purchasing & Contracts and Risk Management Departments and provide the County with a copy of such notification.
- 12.4. All insurance policies 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-, Class VIII in the "Best Key Rating Guide" published by A.M. Best & Company, Inc.
- 12.5. **Personal Property.** The Contractor shall secure and maintain during the contract term, adequate insurance coverage for its own personal property and for the personal property of its employees and agents, and shall require the same coverage for its subsidiaries and sub-contractors and their employees and agents.
- 12.6. **Worker's Compensation.** The Contractor shall maintain Workers' Compensation Insurance as required by Florida law.
- 12.7. **Commercial General.** The Contractor shall secure and maintain during the contract term TWO MILLION DOLLARS (\$2,000,000.00) aggregate/ONE MILLION DOLLARS (\$1,000,000.00) per occurrence Commercial General Liability insurance protecting itself, its employees, agents, Contractors or subsidiaries and their employees or agents, for claims for damages caused by personal injury, loss or damage of property and other such causes including what is commonly known as groups A, B, and C (libel, false arrest, slander). If such comprehensive coverage of all sub-contractors, outside contractors and agents employed by the Contractor in the performance of this Agreement is not available from the Contractor's insurer then, upon the County Representative's approval, the Contractor may furnish to the County insurance policies with similar coverage and protection for the County, provided to it by its Subcontractors, outside contractors or agents, in addition to the Contractor's own policy. Such policies shall include coverage for claims by any person as a result of actions directly or indirectly related to the employment of such person by the Contractor or by any of its Subcontractors doing work in connection with this Agreement. Public Liability coverage shall include either Blanket Contractual insurance or a Designated Contract Contractual Liability coverage endorsement, indicating expressly the Contractor's agreement to hold the County harmless.
- 12.8. **Motor Vehicle.** The Contractor shall secure and maintain during the contract term, ONE HUNDRED THOUSAND DOLLARS/THREE HUNDRED THOUSAND DOLLARS (\$100,000.00/300,000.00) "Any Auto" limit Business Automobile Liability insurance protecting itself, its employees, agents, Subcontractors and/or subsidiaries and their employees or agents, against claims for damages caused by personal injury, loss or damage of property and other such causes. If such comprehensive coverage of all sub-contractors, outside contractors and agents employed by the Contractor in the performance of this Agreement is not available from the Contractor's insurer then, upon the County Representative's approval, the Contractor may furnish to the County insurance policies with similar coverage and protection for the County, provided to it by its Subcontractors, outside contractors or agents in addition to the Contractor's own policy. Such policy(ies) shall include coverage for claims by any person as a result of

actions directly or indirectly related to the employment of such person by the Contractor or by any of its sub-contractors doing work in connection with this Agreement. Public Liability coverage shall also include automobiles, whether owned, non-owned, or hired. It shall include either Blanket Contractual insurance or a Designated Contract Contractual Liability coverage endorsement that shall make express reference to the Contractor's hold-harmless.

- 12.9. The foregoing notwithstanding, if the County determines that the deductible for any of the foregoing classes or types of insurance may be increased, and the increase is approved by the County, the County shall not be responsible or liable for paying such deductible(s) or increase for any claim arising out of any work performed under this Agreement.
- 12.10. Upon request from the County, the Contractor shall furnish copies of the forgoing policies, and any changes or amendments thereto, immediately to the County and the County's Risk Management and Purchasing & Contracts Departments, and prior to the commencement of any contractual obligations set forth herein. The proposed policy shall be subject to the County's approval and such approval shall not be unreasonably withheld.
- 12.11. The County shall be named as additional insured to the extent of the liabilities assumed by the Contractor under the indemnity provisions set forth in this Agreement. The County shall also be named as an additional insured on the Commercial General Liability policy(ies) required herein.

13. LOCAL GOVERNMENT POLICIES

- 13.1. **Public Records Law.** The Contractor acknowledges that the County and the Contractor are required to comply with the Florida Constitution, and Section 119, Florida Statutes (as amended), in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement. To the extent practicable, the County agrees to notify the Contractor of any public records request concerning the Contractor or matters relating to the services provided pursuant to this Agreement.
- 13.2. **Financial Records.** The Contractor agrees to maintain such financial records and other records as may be prescribed by the County or by applicable federal and state laws, rules, and regulations. The County shall have the right to audit the books, records, and accounts of the Contractor that are directly related to this Agreement. The Contractor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. The Contractor shall preserve and make available, at reasonable times for examination and audit by the County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period, or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings; provided, however, that it shall be the County's responsibility to notify the Contractor of the pendency of such audit. Any incomplete or incorrect entry in such books, records, and/or accounts shall be a basis for the County's disallowance and recovery of any payment upon such entry. The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Work as well as records of payments received and disbursed for at least five (5) fiscal years. The County, the County Court, the Auditor General, and/or agents thereof shall have access to such books, records, and documents as required in this Section for the purpose of inspection or audit during normal business hours, at the Contractor's place of business, pursuant to Section 948.15(3), Florida Statutes (2009).

- 13.3. **Payments Subject to Appropriation.** Notwithstanding any other term or provision of this

Agreement to the contrary, the continuation of this Agreement beyond a single fiscal year of the County is subject to the appropriation and availability of funds in accordance with Section 129, Florida Statutes (as amended). If at any time funds are not appropriated for the Services and Deliverables provided or to be provided under this Agreement, cancellation shall be accepted by the Contractor with thirty (30) days prior written notice, but failure to give such notice shall be of no effect. Termination by the County due to non-appropriation shall be without a termination charge by the Contractor. The County shall not be obligated to pay the Contractor under this Agreement beyond the date of termination for non-appropriation except as set forth in Section 6 herein. The County's obligation to pay the Contractor is limited to the budgeted amount for a fiscal year approved by the Volusia County Council for the then-current fiscal year of this Agreement, and is otherwise limited to legally available non-ad valorem tax revenues. The Contractor shall have no right to compel the Volusia County Council to appropriate funds for any fiscal year to pay the compensation set forth in Article 4 herein.

- 13.4. No Contingent Fees.** The Contractor hereby warrants that neither the Contractor, nor any parent or subsidiary corporation, has employed or retained any company or persons, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and that the Contractor has neither paid, nor agreed to pay any person(s), company, corporation, individual, contractor or sub-contractor, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate this Agreement, in the County's sole and absolute discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.
- 13.5. No Code Violation or Past Due Debt.** The Contractor warrants and represents that neither the business entity, nor any officer or significant stakeholder of the business entity, is in violation of the Volusia County Code of Ordinances, and neither the business entity, nor any officer or significant stakeholder of the business entity owes the County any past due debt. Any breach of the foregoing warranty and representation shall be a material breach of this Agreement and the County shall have the right to terminate this Agreement as set forth herein. The Contractor expressly agrees that the County may withhold from any payment or monies owed to the Contractor any and all amounts due to the County from the Contractor for any legal obligation of the Contractor to the County, including without limitation real property taxes, personal property taxes, fees, and commissions.
- 13.6. Changes Due to Public Welfare.** The County and the Contractor agree to enter into good faith negotiations regarding modifications to this Agreement which may be required in order to implement changes in the interest of the public welfare or due to change in law or Ordinance.
- 13.7. Compliance with Applicable Laws.** The Contractor shall perform its obligations hereunder in accordance with all applicable federal, state and local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the performance of this Agreement. The Contractor shall protect and indemnify the County and all its officers, agents, servants, and/or employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by the Contractor, its representatives, sub-contractors, professional associates, agents, servants, or employees. Additionally, the Contractor shall obtain and maintain, at its own expense, all applicable licenses and permits to conduct business pursuant to this Agreement from the federal government, State of Florida, County of Volusia, or municipalities when legally required and shall maintain same in full force and effect during the term of this Agreement.
- 13.8. Drug Free Workplace.** The County of Volusia is a drug-free and smoke-free workplace. The

Contractor agrees that it shall provide a drug-free environment to its personnel during the term(s) of this Agreement and shall comply, subject to the prior receipt thereof, with the County's policies on drug-free and smoke-free work place during the term of this Agreement.

13.9. Employment of Illegal Aliens. The Contractor certifies that it does not knowingly or willing and shall not during the performance of the Agreement employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986, as amended.

13.10. Nondiscrimination and Americans with Disabilities Act. The Contractor shall not unlawfully discriminate against any person in the operations and activities in the use or expenditure of the funds or any portion of the funds provided by this Agreement. The Contractor agrees it shall comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any Services funded by the County, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In performing under this Agreement, the Contractor agrees that it shall not commit an unfair employment practice in violation of any state or federal law and that it shall not discriminate against any member of the public, employee or applicant for employment for work under this Agreement because of race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability.

13.11. Public Records Law.

13.11.1. The Contractor acknowledges the County's obligations under Article 1, Section 24, Florida Constitution and Section 119, Florida Statutes (as amended) (the Public Records Laws), to release public records to members of the public upon request. The Contractor acknowledges that the County is required to comply with the Public Records Laws in the handling of the materials created under this Agreement, and that said laws control the terms of this Agreement. The Contractor agrees to comply with all provisions of such Public Record Laws as they apply to the Contractor.

14. DISPUTE RESOLUTION

14.1. The parties to this Agreement shall exercise their best efforts to negotiate and settle promptly any dispute that may arise with respect to this Agreement in accordance with the provisions set forth in this Section. The Contractor and the County Project Manager shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, to address and work toward resolution of issues that arise in performance of this Agreement and any applicable Scope of Work or Services. Issues shall be escalated to successive management levels as needed.

14.2. If a dispute develops between the parties concerning any provision of this Agreement, or the interpretation thereof, or any conduct by the other party under this Agreement, and the parties are unable to resolve such dispute within five (5) days, that party, known as the Invoking Party, through its applicable Project Manager, shall promptly bring the disputed matter to the attention of the non-Invoking Party's Project Manager or designated representative, as the case may be, of the other party in writing ("Dispute Notice") in order to resolve such dispute.

14.3. Upon issuance of a Dispute Notice, the Project Manager(s) or designated representative(s) shall furnish to each other all non-privileged information with respect to the dispute believed by them to be appropriate and germane. The Project Manager(s) or designated representative(s) shall

negotiate in an effort to resolve the dispute without the necessity of any formal proceeding. If such dispute is not resolved by the Project Manager(s) or designated representative(s) within five (5) business days, the Project Manager(s) or designated representative(s) shall escalate the dispute as indicated below.

Business Days	Contractor's Representative	County Representative
5	Contractor's Project Manager	County Representative
10	Contractor's Engagement Manager	Director of Purchasing
10	Contractor's Business Unit Manager or Designee	Deputy County Manager

- 14.4. Formal Dispute Resolution.** At any point after issuance of a Dispute Notice under this Section, either party may initiate formal non-binding mediation before a single mediator, which mediation shall be completed within thirty (30) days of initiation in accordance with the rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700 et seq. of the Florida Rules of Civil Procedure, and Section 44, Florida Statutes (as amended). If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize such termination remedies and commence litigation in a court of competent jurisdiction.

15. FORCE MAJEURE

- 15.1.** Neither party shall be liable for any failure or delay in the performance of its obligations under this Agreement (and the failure or delay shall not be deemed a default of this Agreement or grounds for termination) if both of the following conditions are satisfied: (i) the failure or delay could not have been prevented by reasonable precautions, and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and (ii) the failure or delay is caused, directly or indirectly, by reason of fire or other casualty, natural disaster, epidemic or accident; strikes or labor disputes; inability to procure raw materials, equipment, power or supplies; war, terrorism or other violence; any law, order, proclamation, regulation, ordinance, demand, or requirement of any governmental agency or intergovernmental body other than a party hereto; or any other act or condition beyond the reasonable control of the non-performing party. Accordingly, the parties further agree that:
- 15.1.1.** Upon the occurrence of an event which satisfies both of the above conditions (a "Force Majeure Event"), the non-performing party shall be excused from any further performance of those obligations under this Agreement affected by the Force Majeure Event for as long as (i) the Force Majeure Event continues; and (ii) the non-performing party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.
- 15.1.2.** Upon the occurrence of a Force Majeure Event, the non-performing party shall notify the other party within two (2) business days of the failure, or as soon as possible after such failure or delay if the Force Majeure Event prevents compliance within two (2) business days of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event.
- 15.1.3.** In the event of a Force Majeure Event, the time for performance by the parties under the applicable Statement of Work shall be extended for a period of time equal to the time lost by reason of such cause through execution of a Change Order pursuant to the terms of this Agreement.

15.2. Disclosure and Conflict of Interest.

- 15.2.1.** The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which could conflict in any manner with the performance of Work/Services required hereunder, as provided for in Section 112.311, Florida Statutes (2009). The Contractor further represents that no person having any such interest shall be employed by the Contractor for said performance.
- 15.2.2.** Upon execution of this Agreement, and thereafter as any changes occur, the Contractor shall notify the County and the County Court of any financial interest it may have in any and all programs utilized by those people placed on probation in Volusia County which the Contractor sponsors, endorses, recommends, supervises, or requires for counseling, assistance, evaluation, or treatment. This provision shall apply whether or not such program is required by statute, as a condition of probation, or is provided on a voluntary basis and requires provision of any and all information available to the Contractor which may assist the County and the County Court in evaluating the various programs and their relationships with the Contractor.
- 15.2.3.** Financial interest includes, but is not limited to: monetary compensation, referral fees, and mutuality of officers, directors or employees.

16. CLAIMS NOTICE

- 16.1.** The Contractor shall timely report in writing to the County's Director of Risk Management any incident which it believes might result in claims against the County under any of the coverages mentioned herein.

Name: Risk Management Department
Address: 230 North Woodland Boulevard, Suite 250
DeLand, Florida 32720
Telephone: (386) 736-5963
Fax: (386) 822-5006

17. SUCCESSORS AND ASSIGNS

- 17.1.** The County and the Contractor each binds itself and its partners, successors and successors in interest, affiliates, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement. Neither the County nor the Contractor shall assign, sublet or transfer any rights under or interest in this Agreement without the written consent of the other. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this Agreement.

18. ADDITIONAL RIGHTS AND REMEDIES

- 18.1.** The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies provided by law; the County may assert its right of recovery by any appropriate means including, but not limited to, set-off, suit, with-holding, recoupment, or counterclaim, either during or after performance of this Agreement.

19. CONTROLLING LAW

- 19.1. This Agreement is to be governed by the laws of the State of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. Each party agrees to bear its own costs and attorneys fees relating to any dispute arising under this Agreement.

20. MODIFICATIONS TO AGREEMENT

- 20.1. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto.

21. NOTICE

- 21.1. All notice required under this Agreement shall be in writing and shall be sent by certified United States Mail or national parcel service, postage prepaid, return receipt requested, or by hand-delivery with a written receipt of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this Section. For the present, the parties designate the following:

In the case of County:	with a copies of legal notices to:
County of Volusia Attn: Director of Purchasing and Contracts Address: 123 W. Indiana Ave., Room 304 DeLand, Florida 32720 Phone: (386) 736-5935 Fax: (386) 736-5972	County of Volusia Attn: County Attorney Address: 123 W. Indiana Ave., Room 301 DeLand, Florida 32720 Phone: (386) 736-5950 Fax: (386) 736-5990
In the case of Contractor:	with a copy of legal notices to:
Morganelli and Associates, Inc. Attn: Al Morganelli Address: 1401 Saratoga Street Deland, FL 32724 Phone: (386) 738-3669 Fax: (386) 738-5331	Morganelli and Associates, Inc. Attn: Al Morganelli Address: 1401 Saratoga Street Deland, FL 32724 Phone: (386) 738-3669 Fax: (386) 738-5331

22. COMPLETE AGREEMENT

- 22.1. This Agreement, together with any exhibits and amendments thereto, and schedules constitute the entire Agreement between the County and the Contractor and supersede all prior written and oral understandings. None of the provisions, terms, and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered,

except by written instrument executed by the parties hereto.

23. AUTHORITY TO PRACTICE

- 23.1.** The Contractor hereby represents and warrants that it has and shall continue to maintain all licenses and approvals required to conduct its business, and that it shall at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the County upon request.

24. SEVERABILITY

- 24.1.** If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such term(s) or provision(s) to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

IN WITNESS WHEREOF, the parties have made and executed this Agreement, the day and year last below written.

CONTRACTOR: Morganelli and Associates, Inc.

BY: *Al Morganelli*
Al Morganelli, President

Date: 8/2/10



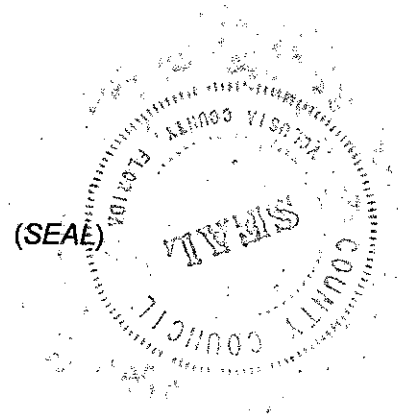
ATTEST: *Jenny L. Malchiodi*

COUNTY OF VOLUSIA

BY: COUNTY COUNCIL OF VOLUSIA COUNTY, FLORIDA

BY: *Frank T. Bruno, Jr.*
Frank T. Bruno, Jr.
County Chair

Date: 8/6/10



ATTEST:

James T. Dinneen
James T. Dinneen
County Manager

County Council Approval Date: 8/5/2010

APPROVED AS TO COMPLIANCE WITH PURCHASING & CONTRACTS POLICIES AND PROCEDURES:

BY:


Jeannene Jennings, CPPB
Director of Purchasing & Contracts

Date:

8/2/10

Exhibit "A" - Contractor's Sole Source Letter
Exhibit "B" - Scope of Services
Exhibit "C" - Pricing Schedule



EXHIBIT "A"
FINANCIAL AND ADMINISTRATIVE SERVICES
Purchasing and Contracts

123 West Indiana Avenue • Room 304 • Deland, FL 32720-4608
Phone: (386) 736-5935 • Fax: (386) 736-5972
e-mail: purchasing@co.volusia.fl.us • www.volusia.org

February 12, 2010

PR-L-10-193

Al Morganelli
Morganelli and Associates
1401 Saratoga Street
Deland, Florida 32724-2109

Re: Single Source Justification Verification for Whelen Products

Dear Mr. Morganelli:

According to our research on Whelen product availability, Morganelli and Associates is the only source of Whelen products available in this area. It is the understanding of the County that Whelen does not normally allow an Authorized Managing Sales Representative (AMSR) to sell direct to a customer. However, Whelen stated that Morganelli and Associates may sell direct to the County if there are no Master Distributors in the area. Please certify that there are no Master Distributors located within 30 driving miles of the T.C. Kelly Administration Building, 123 W. Indiana Avenue, Deland, FL 32720, by signing and attesting to this letter in the presence of a Notary Public. Please return to Purchasing and Contracts, Attention: Lynne Urice, 123 W. Indiana Avenue, Room 304, Deland, FL 32720 by end of business on February 17, 2010.

CONTRACTOR: Morganelli and Associates

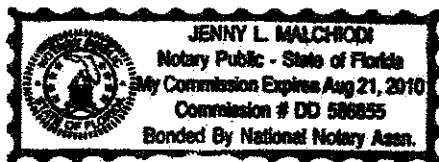
BY: Al Morganelli

Al Morganelli

Date: 2-15-10

STATE OF Florida
COUNTY OF Lake

Sworn to and subscribed before me this 15 day of February, 2010, by Albert Morganelli, who is/are personally known to me or who has/have produced driver's lic. as identification.
MG25-630-43-257-6



(Seal)

Jenny L. Malchiodi
NOTARY PUBLIC - STATE OF Florida
Type or print name:
Jenny L. Malchiodi
Commission No.: DD586855
Commission Expires: 8-21-10

If there are any questions regarding this letter, please contact Lynne Urice at (386) 626-6623 or by e-mail at lurice@co.volusia.fl.us.

Sincerely,

Jeaniene Jennings
Jeaniene Jennings, CPPB
Director of Purchasing and Contracts

c: Charles Hargrove, Assistant County Attorney
Lynne Urice, Purchasing and Contracts
File

EXHIBIT "B"

SCOPE OF SERVICE

The purpose of this contract is to furnish labor, service, and parts for equipping County vehicles.

The County has vehicles which require the installation, maintenance and/or repair of various parts, including but not limited to: light bars, sirens, radar equipment, LED's, strobes, video cameras, radios, and computers to facilitate County personnel's abilities to perform their duties in the most effective and efficient manner.

- A. Labor rates – Regular business hours are Monday through Friday from 8 a.m. to 5 p.m., excluding holidays. All after hours work must be authorized by the County's Fleet Manager or Program Manager for this contract. All after hour work shall be authorized in writing. Availability after hours is not a requirement of this proposal. The County will not pay any invoice for after hours labor unless accompanied by said authorization.
- B. The County may provide parts to be installed or may request that the Contractor supply goods or parts. Contractor shall provide the percentage of discount off retail (Manufacturer's, OEM's list, or Exhibit "C", whichever is greater) for such parts.
- C. All installation(s), maintenance, and repairs shall be performed in accordance with the manufacturer's specifications. Contractor and/or Installer shall be an authorized representative of the manufacturer for each product. Contractor shall be an authorized center for warranty and repairs of each product.
- D. Contractor shall certify on each installation, repair, and/or maintenance invoice that the unit(s) comply with all applicable Federal Communications Commission (FCC) guidelines or Florida and Federal regulations, when applicable. If any unit cannot be brought into compliance, the firm shall immediately notify the owner/user of the unit.
- E. Contractor shall be responsible for any damage to serviced equipment, facilities, and personnel due to Contractor's negligence and/or poor safety procedures at time of service.
- F. All goods or parts furnished by Contractor for repair, replacement, and service shall be "first use", new, free of cracks, breaks, wear, dents, corrosion, etc., and of the highest quality.
- G. A Volusia County employee must sign each installation, maintenance, and/or repair invoice and the employee's name and Volusia County property number must also be printed on the invoice. Failure to clearly identify the County

employee that accepted the repair work and documentation of the Volusia County property number shall jeopardize payment of invoice.

- H. Each repair invoice shall be itemized and include labor hours charged as well as a list of parts used by part number, including a description, the retail price, and the discounted price.
- I. Prices submitted shall include all labor, materials, supervision, and goods or equipment required by the Contractor.
- J. Due to the diversity of the installations required, some restrictions may apply. For example, only those Contractors certified by the manufacturer to do so shall install such goods or equipment.
- K. Contractor must have a secure impound area, whether inside or outside, to secure any County vehicles that were not completed or unable to be picked up during normal business hours.
- L. Contractor's place of business must have an installation and repair facility located in Volusia County.
- M. Contractor shall employ certified EVT's (emergency vehicle technicians). All installs shall be performed by certified EVT's.

EXHIBIT "C"

MORGANELLI & ASSOCIATES

1401 SARATOGA STREET
DELAND, FL 32724

INSTALLATION CHARGES

ITEM	PRICE
LIGHTBAR WITH SWITCHES	\$240.00
ROOF MOUNTED BEACONS(EACH)	\$120.00
LIGHTBAR WITH TA AND SWITCHES	\$300.00
SIREN AND SPEAKERS	\$180.00
SIREN AND SPEAKERS SINGLE UNIT	\$150.00
REMOTE SIREN AND SPEAKER	\$210.00
LONG HORN SPEAKER	\$180.00
POWER SUPPLY & 1 PAIR OF STROBES	\$150.00
ADDITIONAL PAIR OF LIGHTS(ADDED TO SAME POWER SUPPLY)	\$75.00
INTERSECTORS(CUT INTO PANELS)	\$175.00
HEADLIGHT FLASHERS	\$75.00
HEADLIGHT FLASHERS & DRL	\$100.00
POLICE PACKAGE(LIGHT BAR & SWITCHES, SIREN & SPEAKER, CONSOLE, CAGE, GUN LOCK)	\$695.00
CELL PHONE KIT(HANDS FREE OR BOOSTER)	\$85.00
LAPTOP COMPUTER MOUNT	\$55.00
REMOVAL OF EQUIPMENT WITH INSTALL	\$100.00
REMOVAL OF EQUIPMENT(W/O INSTALL)	175.00
FLASHLIGHT CHARGER	\$50.00
RADIO CHARGER	\$75.00
TRAFFIC ADVISOR	\$125.00
OUTSIDE MIRROR STROBES	\$100.00
CAGE	\$95.00
TRANSPORT REAR SEAT	\$95.00
ELECTRONIC SHOTGUN RACK	\$95.00
CONSOLE	\$95.00

LABOR CHARGE-----\$55.00 PER HOUR

**MORGANELLI & ASSOCIATES ADDS \$75.00 FOR INSTALL KIT MARKED CAR(WITH
LIGHTBAR) AND \$50.00 FOR INSTALL KIT UNMARKED CARS**

**INSTALL KIT BREAKDOWN (FUSES, FUSE BLOCKS,FUSE HOLDERS,WIRE,WIRE
CONNECTORS AND MISC. SHOP SUPPLIES,RAGS,LUBRICANTS,ETC.)**

*******ABOVE PRICES DO NOT INCLUDE EQUIPMENT*****
SERVICE BY APPOINTMENT ONLY**

	Morganelli & Associates, Inc. DeLand, FL
Labor Rate	\$55.00 /hour See attachment of installation charges, inclusive of hourly rate
After Hours Labor Rate	N/A
Travel Rates (if applicable)	N/A
Discount on Parts From Mfgr's list	
Whelen Engineering Inc.	40%
Havis Shields - Consolidator	30%
Havis Shields - Kwik Raze	25%
Havis Shields - Collins	25%
Havis Shields - Motorcycle	15%
Parts Warranty	Manufacturer's Warranty
Whelen Engineering Inc.	2 year attached
Whelen Engineering Inc.	5 year attached
Havis Shields - Consolidator	10 year attached
Havis Shields - Kwik Raze	1 year attached
Havis Shields - Collins	1 year attached
Havis Shields - Motorcycle	1 year attached
Installation Warranty	1 year
Labor Warranty	1 year


2-7-2005
 SIGNATURE: _____ DATE: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/30/2010PRODUCER (386) 767-3161 FAX: (386) 760-1770
Caton-Hosey Insurance
3731 Nova Rd.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

Port Orange FL 32129

INSURERS AFFORDING COVERAGE

NAIC #

INSURED

Morganelli & Associates Inc
1401 Saratoga St

INSURER A: Maryland Casualty Company

19356

INSURER B: Auto-Owners Ins Co

18988

INSURER C: Zurich Insurance Services

INSURER D:

INSURER E:

Deland FL 32720

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS		
A		GENERAL LIABILITY	PAS003289479	12/14/2009	12/14/2010	EACH OCCURRENCE	\$ 1,000,000	
		☒ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	
		☐ CLAIMS MADE ☒ OCCUR				MED EXP (Any one person)	\$ 10,000	
						PERSONAL & ADV INJURY	\$ 1,000,000	
						GENERAL AGGREGATE	\$ 2,000,000	
						PRODUCTS - COM/OP AGG	\$ 2,000,000	
		GEN'L AGGREGATE LIMIT APPLIES PER:						
☒ POLICY	☐ PRO-JECT	☐ LOC						
B		AUTOMOBILE LIABILITY	4211973400	11/19/2009	11/19/2010	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
		☒ ANY AUTO				BODILY INJURY (Per person)	\$	
		☐ ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$	
		☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$	
		☒ HIRED AUTOS						
		☒ NON-OWNED AUTOS						
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$	
		☐ ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$	
						AGG	\$	
B		EXCESS / UMBRELLA LIABILITY	4783607200	12/14/2009	12/14/2010	EACH OCCURRENCE	\$ 2,000,000	
		☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	\$ 2,000,000	
		☐ DEDUCTIBLE					\$	
		☒ RETENTION \$ 10,000					\$	
							\$	
							\$	
							\$	
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC003289438	12/20/2009	12/20/2010	☐ WC STATU-TORY LIMITS	☐ OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT	\$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	
		OTHER						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Master Agreement #1519

Certificate Holder is included as an Additional Insured for Liability Only with respects to operations of the Named Insured.

*10 days notice of cancellation with respects to non-payment of premium.

CERTIFICATE HOLDER

(386) 626-6552 lurice@co.volusia.fl.us
County of Volusia
Attn: Lynne Urice
123 W. Indiana Dr, Room 304
Deland, FL 32720

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL *30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Ann Pinel, CIC/KJB

ACORD 25 (2009/01)

INS025 (2009/01)

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
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Port Orange FL 32129

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INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY				
		☒ COMMERCIAL GENERAL LIABILITY				
		CLAIMS MADE ☒ OCCUR	PAS003289479	12/14/2009	12/14/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC				
B		AUTOMOBILE LIABILITY				
		☒ ANY AUTO				
		ALL OWNED AUTOS	4211973400	11/19/2009	11/19/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		☒ HIRED AUTOS ☒ NON-OWNED AUTOS				
		GARAGE LIABILITY				
		ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
B		EXCESS / UMBRELLA LIABILITY				
		☐ OCCUR ☐ CLAIMS MADE				EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
		DEDUCTIBLE	4783607200	12/14/2009	12/14/2010	\$ \$
		☒ RETENTION \$ 10,000				\$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	WC003289438	12/20/2009	12/20/2010	WC STATU-TORY LIMITS 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
		OTHER				

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AUTHORIZED REPRESENTATIVE

Ann Pinel, CIC/KJB

ACORD 25 (2009/01)

INS025 (200901)

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41-42

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CHANGE ORDER NO. 2
To Piggyback Agreement dated August 27, 2014
MORGANELLI & ASSOCIATES, INC., Contractor

Project: Labor, Services and Parts for Equipping City Vehicles

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$28,803.77	Original Contract Times: Final Completion 178 days
Net changes from previous Change Order: No. 1: N/A \$0.00	Changes in contract time from previous Change Orders: No. 1: N/A 366 days
Contract Price prior to this Change Order: \$28,803.77	Contract Completion Date prior to this Change Order: Final Completion: 178 days (August 15, 2015)
Net Increase (decrease) of this Change Order No. 2: \$66,944.46	Changes in contract time requested this Change Order No. 2: 0 days
Contract Price with all approved Change Orders: \$95,748.23	Contract Times with all approved Change Orders: Final Completion: 544 days (August 15, 2015)

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 August 27, 2014.
- II. REQUIRED CHANGES: To provide for Fire/Emergency Services Lighting and a Police Package Installed, which includes lights, siren, console and partition. No goods shall be delivered nor services commenced hereunder until this Change Order has been fully executed by all parties. See Exhibit "1" attached hereto for quote.
- III. JUSTIFICATION: The Public Works Department has determined that additional utility supplies are required during fiscal year 2015 for emergency service fleet vehicles, which will not exceed the amount of the Agreement.
- IV. PAYMENT: Payment for this Change Order shall be made in accordance with the terms of the Piggyback Agreement. The City's obligation to pay Contractor under the Piggyback Agreement and this Change Order No. 2 shall be limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then fiscal year. 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:
PUBLIC WORKS
Department

ACCEPTED BY:
MORGANELLI & ASSOCIATES, INC.
Contractor

By: _____
Mike Silvey
Interim Public Works Director

By: _____
Albert J. Morganelli
President

Date Signed: _____

Date Signed: _____

APPROVED BY:
CITY OF PORT ORANGE
(Owner)

Affirmed:

By: _____
Allen Green, Mayor

Robin L. Fenwick, CMC, City Clerk

Date Signed: _____

Date Signed: _____

VEH #	YR	MAKE	DESCRIPTION	REPLACEMENT	VENDOR/NOTES	STATE/SHERIFF CONTRACT NUMBER	SPEC NUMBER	FY15 BUDGET	PRICE
0400 WASTEWATER									
1622	2000	CHEVY	LUMINA SEDAN	CHEVY SILVERADO 4X4 PICKUP	ALAN JAY FORD	14-22-0904	44	33,600.00	22,920.00
SUB TOTAL W/S Wastewater:									
0500 METER READERS	1667	2004	FORD	CHEVY SILVERADO 4X2 PICKUP	ALAN JAY CHEVY	14-22-0904	43	33,500.00	22,920.00
1664	2004	CHEVY	SILVERADO 1500 PICKUP	CHEVY SILVERADO 4X2 PICKUP	ALAN JAY CHEVY	14-22-0904	43	20,000.00	18,653.00
SUB TOTAL Meter Readers:									
0600 PUBLIC UTILITIES MAINT.	1613	2002	CHEVY	TAHOE	ALAN JAY CHEVY	14-22-0904	32	40,000.00	37,308.00
1691	2004	FORD	F250 UTILITY	CHEVY EXPRESS VAN W/RACKS & BINS	ALAN JAY CHEVY	14-22-0904	55	19,000.00	25,459.00
1742	2005	FORD	F250 UTILITY	FORD F450 UTILITY W/5000LB CRANE (DEPT REQUEST)	ALAN JAY FORD	25000000-15-1	25107800-A-1	39,000.00	65,431.50
1743	2005	FORD	F250 UTILITY	FORD F250 UTILITY W/3200LB CRANE	DUVAL FORD	14-22-0904	55	39,000.00	42,634.00
SUB TOTAL W/S Util Maint.:									
0800 FIELD OPERATIONS DIVISION	1690	2004	FORD	F250 UTILITY	ALAN JAY FORD	14-22-0904	49	136,000.00	176,198.50
1729	2005	FORD	F250 UTILITY	FORD F250 UTILITY/LIFTGATE	ALAN JAY FORD	14-22-0904	49	37,500.00	29,183.00
1732	2005	FORD	F250 UTILITY	F350 UTILITY W/DIESEL ENGINE	ALAN JAY FORD	14-22-0904	55	39,000.00	38,271.00
NEW	2014	FORD/CHEVY	F150 PICKUP	FORD F250 UTILITY/LIFTGATE	ALAN JAY FORD	14-22-0904	49	39,000.00	29,183.00
NEW	2014	FORD/CHEVY	F250Z500 UTILITY W/ LIFTGATE	NONE	ALAN JAY FORD	14-22-0904	49	20,000.00	0.00
NEW	2014	WACHS	VALVE EXERCISING MACHINE/TRAILER	FORD F250 UTILITY/LIFTGATE	ALAN JAY FORD	14-22-0904	49	39,000.00	29,183.00
SUB TOTAL W/S Field Ops:									
1901 BUILDING DIVISION	1671	2004	CHEVY	COLORADO PICKUP	E.H. WACHS	HOLLYHILL PIGGYBACK	RFP	50,000.00	61,100.00
SUB TOTAL W/S Building:									
1902 COMMUNITY IMPROVEMENT DIVISION	1662	2004	CHEVY	SUB TOTAL CD Building:	ALAN JAY CHEVY	14-22-0904	43	21,000.00	18,653.00
1663	2004	CHEVY	S10 BLAZER	NISSAN FRONTIER EXT. CAB	ALAN JAY IMPORTS	14-22-0904	39	20,000.00	16,543.00
SUB TOTAL CD Comm Imprmnt:									
3100 FIRE DEPARTMENT	1403	1994	FORD	K2900 4X4 PICKUP	ALAN JAY IMPORTS	14-22-0904	39	20,000.00	16,543.00
1706	2005	CHEVY	F350 SKID LOAD PUMP & TANK	CHEVY TAHOE 4X4 POLICE	ALAN JAY CHEVY	14-22-0904	8	15,000.00	13,000.00
SUB TOTAL Fire:									
1459/1489	1998	PIERCE	EMERGENCY LIGHTING	FIRE/EMS LIGHTING	MORGANELLI	VC MA400-1519-1	-	40,000.00	7,234.46
SUB TOTAL Pierce:									
3200 POLICE DEPARTMENT	1703	2005	PONTIAC	BONNEVILLE SEDAN	DUVAL FORD	14-22-0904	13	23,000.00	22,250.00
1744	2005	CHEVY	IMPALA DETECTIVE	FORD TAURUS W/ADMIN. LIGHTING PACKAGE	DUVAL FORD	14-22-0904	13	23,000.00	22,250.00
1704	2005	PONTIAC	BONNEVILLE SEDAN	FORD INTERCEPTOR SEDAN	DUVAL FORD	14-22-0904	5	23,000.00	22,250.00
1766	2006	CHEVY	IMPALA PATROL 24	FORD INTERCEPTOR SEDAN	DUVAL FORD	14-22-0904	5	23,000.00	22,250.00
1787	2007	CHEVY	IMPALA PATROL 42	FORD INTERCEPTOR SEDAN	DUVAL FORD	14-22-0904	5	31,500.00	24,000.00
1788	2007	CHEVY	IMPALA PATROL 46	FORD INTERCEPTOR SEDAN	DUVAL FORD	14-22-0904	5	31,500.00	24,000.00
1809	2008	CHEVY	IMPALA PATROL 47	FORD INTERCEPTOR SEDAN	DUVAL FORD	14-22-0904	5	31,500.00	24,000.00
1810	2008	CHEVY	IMPALA PATROL 48	FORD INTERCEPTOR SEDAN	DUVAL FORD	14-22-0904	5	31,500.00	24,000.00
1812	2008	CHEVY	IMPALA PATROL 49	FORD INTERCEPTOR SEDAN	DUVAL FORD	14-22-0904	5	31,500.00	24,000.00
1822	2009	HARLEY	IMPALA PATROL 51	FORD INTERCEPTOR SEDAN	DUVAL FORD	14-22-0904	5	31,500.00	24,000.00
1837	2010	HARLEY	FLHP MOTORCYCLE	VICTORY COMMANDER II	VICTORY	LEASE	-	24,000.00	0.00
1838	2010	HARLEY	FLHP MOTORCYCLE	VICTORY COMMANDER II	VICTORY	LEASE	-	24,000.00	0.00
1839	2010	HARLEY	FLHP MOTORCYCLE	VICTORY COMMANDER II	VICTORY	LEASE	-	24,000.00	0.00
1884	2012	HARLEY	FLHP MOTORCYCLE	VICTORY COMMANDER II	VICTORY	LEASE	-	24,000.00	0.00
POLICE PACKAGE INSTALLED									
POLICE PACKAGE (LIGHTS, SIREN, CONSOLE, PARTITION)									
MORGANELLI & ASSOC									
VC MA400-1519-1									
0.00									
59,710.00									

VEN #	YR	MAKE	DESCRIPTION	REPLACEMENT	VENDOR/NOTES	STATE/SHERIFF CONTRACT NUMBER	SPEC NUMBER	FY15 BUDGET	PRICE
		Accessories	Accessories for Vehicles		C. I.		0	5,000.00	5,000.00
4300		PUBLIC WORKS	SUB TOTAL Police:					414,500.00	301,210.00
1455	1998	CHEVY	C3600 BUCKET TRUCK	FORD F550 UTILITY W/49 FT LIFT SERVICE BODY	ALAN JAY FORD	25100000-15-1	25101600-A-018	100,000.00	90,382.00
1458	1997	FORD	F800 TRASH TRUCK	FREIGHTLINER M2 W/PETERSON LIGHTNING LOADER	LOU BACHRODT CHEVY	14-12-0904	12	165,000.00	135,348.00
1669	2004	FORD	F250 PICKUP	CHEVY SILVERADO 1500 EXT. CAB LONG BED	ALAN JAY CHEVY	14-22-0904	45	25,000.00	21,272.00
			SUB TOTAL Public Works:					290,000.00	247,002.00
1536	2000	GMC	JIMMY SUV	CHEVY CRUZE	ALAN JAY CHEVY	14-22-0904	14	20,000.00	17,783.00
1726	2006	FORD	ESCAPE HYBRID	FORD FUSION SEDAN	DUVAL FORD	14-22-0904	13	20,000.00	17,384.00
			SUB TOTAL Vehicle Maint.:					40,000.00	35,167.00
6100		SOLID WASTE ADMIN.	PICKUP 4X4	CHEVY SILVERADO 1500 EXT. CAB 4x4	ALAN JAY CHEVY	14-22-0904	46	25,000.00	24,568.00
1640	2003	D 1500	SUB TOTAL Solid Waste:					25,000.00	24,568.00
4400		PARKS DEPARTMENT	SONOMA PICKUP	CHEVY SILVERADO 1500 SHORT BED	ALAN JAY CHEVY	14-22-0904	43	19,500.00	18,653.00
1540	2000	GMC	TAHOE 4X4	FORD ESCAPE	DUVAL FORD	14-22-0904	23	20,000.00	18,925.00
1614	2002	CHEVY	GATOR ATV	JOHN DEERE GATOR	JOHN DEERE	760-000-10-1		7,500.00	7,129.90
8043	2004	JOHN DEERE	2653A GROUND MOWER	JOHN DEERE MOWER	JOHN DEERE	760-000-10-1		40,000.00	28,095.80
8254	2005	JOHN DEERE	AERATOR 687 ATTACHMENT	TORO AERATOR 687 ATTACHMENT	WESCOTURF	760-000-10-1		6,700.00	6,241.05
NEW		TORO	PROPASS 200 TOPDRESSER	TORO PROPASS 200 TOP DRESSER with Twin Spinner	WESCOTURF	760-000-10-1		13,500.00	13,488.25
NEW		JOHN DEERE	JOHN DEERE 5065E TRACTOR	JOHN DEERE 5065E TRACTOR	JOHN DEERE	760-000-10-1		28,000.00	23,956.45
			SUB TOTAL Parts and Rec:					133,200.00	116,469.26
5300		CYPRESS HEAD GOLF COURSE	BLOWER	TORO PROFORCE DEBRIS BLOWER	WESCOTURF	760-000-10-1		9,000.00	8,745.81
6877	2000	JOHN DEERE	TURFCAT GROUNDMASTER 228	TORO GROUNDMASTER 3280D	WESCOTURF	760-000-10-1		19,000.00	19,814.00
			GATOR ATV 2	JOHN DEERE GATOR TE ELECTRIC	JOHN DEERE	760-000-10-1		20,000.00	19,224.44
			SUB TOTAL Cypress Head GC:					48,000.00	45,784.25
			TOTAL VEHICLES:					2,180,700.00	1,965,568.47

**City of Port Orange
Requisition**

Date	<u>1/6/2015</u>	Purchase Order #	<u></u>
Vendor	<u>Morganelli @ Associates</u>	Ship To	<u>City of Port Orange</u>
	<u>1401 Saratoga St.</u>		<u>Public Works Dept.</u>
	<u>Deland, FL 32724</u>		<u>407 Virginia Ave</u>
Contact:	<u>A.J. Morganelli</u>	Requisition #	<u></u>
Phone:	<u>800-824-8303</u>		
Fax:	<u>386-738-5331</u>		
Email:	<u>strobeai@hotmail.com</u>		
Vendor #:	<u>464</u>		
Requested by:	<u>Jeff Fontane</u>	Fund	<u>505</u>
		Dept.	<u>1000</u>
		Division	<u>519</u>

Quantity	Description	Unit of Measure	Unit Price	Total Cost	Element
8	Installation of Police equipment & accessories per	ea	7,463.75	59,710.00	64-00
	attached quote for Ford Interceptor Police Sedans	ea		0.00	
		ea		0.00	
1	Installation of Fire Emergency lighting and	ea	7,234.46	7,234.46	
	accessories for Tahoe	ea		0.00	
		ea		0.00	
		ea		0.00	
	Piggy Back off of Volusia County Master	ea		0.00	
	Agreement # MA-1519-1 Terms & Pricing.	ea		0.00	
		ea		0.00	
		ea		0.00	
		ea		0.00	
		ea		0.00	
		ea		0.00	
Grand Total				66,944.46	

Justification: To be installed on 8 new police patrol units in the Police Dept. and 1 Battalion Commander vehicle in the Fire Department.

Vendor Quotes - Prices quoted must be FOB Port Orange, FI - 2,000.00 to 8,000.00 quotes must be attached.

Vendor Name	Confirmed To	Terms	Total Amount	Delivery

Funds are available in the account(s) cited to support this procurement.

Any one item with an acquisition cost of \$2,000 or more:

Finance Dept.

City Manager

I hereby certify that the Articles above specified are necessary
for use in this department and that they are to be used solely for the City.

Department Head

Purchasing Agent

EXHIBIT "1"

MORGANELLI & ASSOCIATES

1401 SARATOGA STREET
DELAND, FL 32724
PHONE 1-800-824-8303

Quote

Date	Quote #
11/10/2014	93898

Name / Address
PORT ORANGE FD 407 VIRGINIA AVE PORT ORANGE, FL 32127

				P.O. No.	Rep
Qty	Item	Description	List Price	Price Each	Total
1	IW2RRRR	IW2RRRR, LIBERTY II WC 54" R/R/R/R		1,332.22	1,332.22T
10	IWDLR	IWDLR, LIBERTY II ADD 1 LONG 6LED RED		0.00	0.00T
2	IWDSR	IWDSR, LIBERTY II + 1 SHORT 3LED RED		0.00	0.00T
1	IA3	IA3, LIBERTY II ADD 2 3LED ALLEY LT		0.00	0.00T
1	ITL3	ITL3, LIBERTY II + 2 LONG 3LED T-DS		0.00	0.00T
2	IWDSR	IWDSR, LIBERTY II + 1 SHORT 3LED RED		0.00	0.00T
1	MKEZ93	MKEZ93, 2015 CHEVY TAHOE E-Z LIGHTBAR MOUNT KIT #93		0.00	0.00T
1	HHS2200	*WHELEN HAND HELD SIREN AND LIGHT CONTROLLER, FULLY PROGRAMMABLE		295.00	295.00T
1	C-MCB	*MIC CLIP BRACKET		10.29	10.29T
1	C-MC	*MIC CLIP		8.085	8.09T
1	SA315P	*WHELEN 123dB SPEAKER, NYLON/COMPOSITE		139.00	139.00T
1	SAK55	SAK55, SA-315 MT KIT SUBURBAN/TAHOE P		0.00	0.00T
4	IONSMR	WHELEN SURFACE MT ION LT RED(GRILL)		105.60	422.40T
1	SSFPOS16	WHELEN SOLID STATE HEADLIGHT FLASHER, 06 CHEVY IMPALA		62.40	62.40T
4	VTX609R	*WHELEN VERTEX SERIES SUPER LED, SELF CONTAINED, HEMISPHERIC LIGHT, RED		60.00	240.00T
2	VTX609C	*WHELEN VERTEX SERIES SUPER LED, SELF CONTAINED, HEMISPHERIC LIGHT, WHITE		60.00	120.00T
1	MBCT15RR	MBCT15RR, 2015 CHEVY TAHOE MICRON MIRRORBEAMS		350.00	350.00T
2	DP4RRRR	WHELEN DOMINATOR PLUS 4-LINZ6 RED / RED / RED / RED(REAR WINDOW)		382.80	765.60T
1	DP660000	WHELEN DOMINATOR PLUS LIGHT BAR WITH 6-LINZ6, ALL RED(REAR SIDE WINDOWS)		549.60	549.60T
3	C-3061-5	*PAIR OF 5" L-BRACKETS FOR MOUNTING EQUIPMENT HEADS		11.76	35.28T
2	LINV2R	LINZ V-SERIES LIGHT RED(TAG BRACKET)		138.00	276.00T
1	C-TIR3-UNV	*UNIVERSAL MOUNTING BRACKET		36.75	36.75T
Total					

3100 - FOR New Tahoe

EXHIBIT "1"

MORGANELLI & ASSOCIATES

1401 SARATOGA STREET
DELAND, FL 32724
PHONE 1-800-824-8303

Quote

Date	Quote #
11/10/2014	93898

Name / Address
PORT ORANGE FD 407 VIRGINIA AVE PORT ORANGE, FL 32127

P.O. No.	Rep

Qty	Item	Description	List Price	Price Each	Total
1	PELCC	PERIMETER ENHANCEMENT LIGHT CHROME(TAIL GATE)		120.00	120.00T
1	C-HDM-204	*HEAVY DUTY TELESCOPING SIDE MOUNTED POLE, 8.3 INCHES HIGH		124.215	124.22T
1	C-MD-102	*HEAVY DUTY SLIDE OUT,TILT/SWIVEL WITH SHORT HANDLE.		231.441	231.44T
1	UT-101	*UNIVERSAL LAPTOP MOUNT		202.804	202.80T
1	C-VS-1013-TA...	C-VS-1013-TAH-1, 2015 Chevrolet Tahoe Police Pursuit Vehicle Specific 23" Console		282.975	282.98T
1	C-CUP2-I	*4" INTERNAL MOUNTED DUAL CUP HOLDER		30.87	30.87T
1	C-LP-4	*2" PLATE WITH 4 LIGHTER OUTLETS / FOR INTERNAL MOUNTING		36.75	36.75T
1	C-ARM-103	*FLIP UP ARMREST FOR TOP MOUNTING ON AN ENCLOSED CONSOLE		72.765	72.77T
1	INSTALL KIT	*INSTALLATION SHOP SUPPLIES		75.00	75.00T
1	LABOR	*LABOR TO INSTALL ABOVE EQUIPMENT.		1,415.00 0.00	1,415.00T 0.00
			Total		\$7,234.46

MORGANELLI & ASSOCIATES

1401 SARATOGA STREET
DELAND, FL 32724
PHONE 1-800-824-8303

Quote

Date	Quote #
11/10/2014	93897

Name / Address
PORT ORANGE PD 407 VIRGINIA AVE PORT ORANGE, FL 32127 386-756-5373

P.O. No.	Rep

Qty	Item	Description	List Price	Price Each	Total
		FORD SEDAN PRICE PER VEHICLE			
1	SW8BRBR	LIBERTY EXTENDED CORNERS 48.50"		1,299.00	1,299.00T
1	DELWCCP	LONG WECAN CONTROL R/R/B/B DELETE WECAN CONTROL POINT (DEDUCT -\$39.00 LIST)		0.00	0.00T
1	SPALF1	ADD 2 LR11 SUPER-LED FLASHING / ALLEY LIGHTS		0.00	0.00T
1	SXTLS1MC	LIBERTY SX SERIES LR11 TAKE DOWN LIGHTS WITH A 500 SERIES WHITE LED		0.00	0.00T
5	SLDRB	1 BLUE 1 RED INBOARD SUPER-LED DIRECTIONAL LIGHTHEAD		0.00	0.00T
1	MKEZ76L	E-Z LIGHTBAR MOUNT KIT 76 LONG		0.00	0.00T
1	CCSRN36	CENCOM SAPPHIRE SIREN SYSTEM		539.77	539.77T
1	SA315P	*WHELEN 123dB SPEAKER, NYLON/COMPOSITE		139.00	139.00T
1	SAK39	*SA-315 MOUNT KIT 2011 TAURUS		0.00	0.00T
2	VTX609C	*WHELEN VERTEX SERIES SUPER LED, SELF CONTAINED, HEMISPHERIC LIGHT, WHITE		60.00	120.00T
2	VTX609R	*WHELEN VERTEX SERIES SUPER LED, SELF CONTAINED, HEMISPHERIC LIGHT, RED		60.00	120.00T
2	VTX609B	*WHELEN VERTEX SERIES SUPER LED, SELF CONTAINED, HEMISPHERIC LIGHT, BLUE		60.00	120.00T
1	P46S2B3	PAR-46 WARN/SPOT BLU/WHT 12V, 3 CLICK		197.40	197.40T
1	SK01RB	*ION SIDEKICK INTERCEPTOR R/B		290.40	290.40T
2	LINZ6R	*WHELEN LINZ6 SUPER LED LIGHTHEAD, RED		64.00	128.00T
2	LINZ6B	*WHELEN LINZ6 SUPER LED LIGHTHEAD, BLUE		64.00	128.00T
2	RBKT1	*WHELEN ANGLE BRACKET FOR SINGLE TIR3		6.90	13.80T

Total

3200 PD X 8 = 25,600.00

MORGANELLI & ASSOCIATES

1401 SARATOGA STREET
DELAND, FL 32724
PHONE 1-800-824-8303

Quote

Date	Quote #
11/10/2014	93897

Name / Address
PORT ORANGE PD 407 VIRGINIA AVE PORT ORANGE, FL 32127 386-756-5373

				P.O. No.	Rep
Qty	Item	Description	List Price	Price Each	Total
2	RBKT4	*WHELEN SWIVEL MOUNT KIT FOR TIR3/LIN3		21.60	43.20T
1	C-TTB-INSE-1	2013-2014 Ford Interceptor Sedan Full Width Trunk Tray Bearing		334.43	334.43T
1	C-VS-1508-IN...	*C-VS-1508-INSE, 2013 FORD INTERCEPTOR SEDAN STANDARD CONSOLE		275.63	275.63T
1	C-CUP2-I	*4" INTERNAL MOUNTED DUAL CUP HOLDER		30.87	30.87T
1	C-LP-4	*2" PLATE WITH 4 LIGHTER OUTLETS / FOR INTERNAL MOUNTING		36.75	36.75T
1	C-ARM-103	*FLIP UP ARMREST FOR TOP MOUNTING ON AN ENCLOSED CONSOLE		72.77	72.77T
1	C-ML-MCB	*MAP LIGHT & MIC CLIP BRACKET EXTERNAL MOUNT		63.21	63.21T
2	C-MCB	*MIC CLIP BRACKET		10.29	20.58T
2	C-MC	*MIC CLIP		8.09	16.18T
1	C-EB40-CCS-1P	*4" (1 PC) EQUIP BRKT WHELEN CEN-COM		0.00	0.00T
4	C-FP-3	*3" FILLER PLATE		0.00	0.00T
1	C-FP-1	*1" FILLER PLATE		0.00	0.00T
1	C-HDM-141	*HDM BASE MOUNT FOR FORD TAURUS		95.55	95.55T
1	C-HDM-201	*HEAVY DUTY TELESCOPING POLE 6" POLE HEIGHT (CLOSED) 8" (EXTENDED)		116.87	116.87T
1	C-MD-102	*HEAVY DUTY SLIDE OUT, TILT/SWIVEL WITH SHORT HANDLE.		231.44	231.44T
1	UT-101	*UNIVERSAL LAPTOP MOUNT		202.80	202.80T
1	PSSP3612INT...	PSSP3612INT13A, PRO-GARD. Space Saver Plus, 1/2 Polycarbonate, 1/2 Expanded Metal Window (Includes Recessed Panel and Pair of Bucket Seat Extension Panels)		543.20	543.20T
1	S36INT13	*CHARCOL GREY, ABS STANDARD SEAT, FEATURES STRAIGHT BACK		317.10	317.10T
1	G7210S	Single Weapon, Partition Mount (in partition's recessed panel)		249.20	249.20T
1	WB36INT13	*7 GAUGE STEEL BARS (for use with DP36INT13 ABS REAR DOOR PANEL ONLY)		154.00	154.00T
Total					

MORGANELLI & ASSOCIATES

1401 SARATOGA STREET
DELAND, FL 32724
PHONE 1-800-824-8303

Quote

Date	Quote #
11/10/2014	93897

Name / Address
PORT ORANGE PD 407 VIRGINIA AVE PORT ORANGE, FL 32127 386-756-5373

				P.O. No.	Rep
Qty	Item	Description	List Price	Price Each	Total
1	DP36INT13	*PAIR OF ABS DOOR PANELS, FORD INTERCEPTOR		89.60	89.60T
1	INSTALL KIT	*INSTALLATION SHOP SUPPLIES		75.00	75.00T
1	LABOR	*LABOR		1,150.00	1,150.00T
1	SHIPPING	SHIPPING AND HANDLING		250.00	250.00
		PRICE PER VCSO Contract MA-1519		0.00	0.00
Total					\$7,463.75



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 01/06/2015

Consent item: Yes

SUBJECT: Waive bid irregularities and award contract for T-shirts and uniforms for sports teams and staff in various departments.

DEPARTMENT: Parks & Recreation

RECOMMENDED MOTION: Move to waive bid irregularities; subject to execution of a contract, approve the award to Electronic Awards pursuant to Bid #15-01 T-Shirts and Uniforms for the Parks & Recreation, Police, Fire and Public Utilities departments and authorize the Mayor and City Clerk to execute the contract and associated documents.

SUMMARY: On December 16, 2014 the City received four responses for t-shirts and uniforms, one of which was a no bid. Of the three other bidders, Mid Florida did not submit a bidder acknowledgement form or a previous experience form, despite having previously provided similar services to the City. The lowest bidder, Electronic Awards did not identify the number of addenda issued but submitted Addendum #3 which incorporated all the previous addenda. Therefore we are asking council to waive these irregularities and accept all three bids as responsive for evaluation purposes.

Electronic Awards submitted the lowest bid of \$135,007.80. The contract term is for two years with a renewal option of one additional year. These services are utilized by Parks & Recreation, Public Utilities, Fire and Police Departments.

Each department is funded in their operating budgets for these expenses and will not exceed those budgets.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	T Shirt Contract award	15-01 Bid Tabulation - completed.pdf
----	------------------------	--------------------------------------

Lovallo, Susan	Created/Initiated - 12/22/2014
Lovallo, Susan	Approved - 12/22/2014
Riehm, Tracey	Approved - 12/29/2014
Gomez, Joseph	Approved - 12/30/2014
Roberts, Margaret	Approved - 12/30/2014
Harden, David	Final Approval - 12/31/2014



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

BID Opening Tabulation Total

Bid opening, Envelope #1 & #2: Tuesday December 16 2014 (10:00 a.m.)

BID # 15-01: ASSORTED T-SHIRTS AND UNIFORMS

Bid Release Date: **November 7, 2014**

Mandatory Pre-Bid Meeting Date & Time: **November 18, 2014 at 2:00 p.m.**

Last Day for Questions: **November 25, 2014 by 5:00 p.m.**

Bid Due Date & Time Envelope #1 & Envelope #2: **December 16, 2014 10:00 a.m.**

Bid packages shall be submitted using a two (2) envelope system. Envelope #1 shall contain all required forms and envelope #2 shall contain technical and price forms. Envelope #1 will be opened and evaluated by the City's Purchasing Manager on December 16, 2014 at 10:00 a.m. If the Purchasing Manager deems the contents of Envelope #1 to be incomplete, it will be deemed non-responsive and envelope #2 will not be opened and tabulated.

Bidder's Submittal Checklist:

1. _____ **Envelope #1: "Forms"** (1) original, (4) 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, page 4)
- ☐ 2: Insurance certificates: Submit a copy (as detailed on pages 18-19)
- ☐ 3: Statement of Bidder's qualifications (Section 00130, page 31)
- ☐ 4: Listing of previous experience: (Section 00140, page 33)
- ☐ 5: Anti-collusion statement (Section 00180, page 35)
- ☐ 6: Drug free/tie preference statement (Section 00190, page 36)
- ☐ 7: Public entity crime statement: (Section 00170, page 34)

2. _____ **Envelope #2: "Price"** (1) original, (4) copies and (1) CD or flash drive version of the bid tabbed, indexed, and placed in the following order:

Price:

- ☐ 1: Total Base Bid: (Section 00120, pages 28 – Addenda #3)

BID # 15-01: ASSORTED T-SHIRTS AND UNIFORMS

Bid/Proposal Receipt List

15-07 Envelope #1 Requirements		Electronic Awards	Mid Florida Sportswear	Worldwide Sportswear	Cubco
	1 Original, 4 Copies, 1 CD or Flash				No Bid - 1:52pm 12/26/14 - JJ
1)	Bidder Acknowledgement Form	X	N/A	X	
2)	Insurance Certificates	X	X	X	
3)	Statement of Bidder's Qualifications	X	X	X	
4)	Listing of Previous Experience	X	N/A	X	
5)	Public Entity Crime Statement	X	X	X	
6)	Anti-Collusion Statement	X	X	X	
7)	Drug Fee / Tie Preference Statement	X	X	X	
15-07 Envelope #2 Requirements					
	1 Original, 4 Copies, 1 CD or Flash				
1a)	Total Base Bid #1	\$135,007.80	\$143,529.00	\$191,160.00*	
1b)	Total Base Bid #2	N/A	N/A	N/A	
1c)	Total Base Bid #3	N/A	N/A	N/A	

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: Joseph A. Gomez, Purchasing Manager





CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 01/06/2015

Consent item: Yes

SUBJECT: Major Special Event Request - Volusia Flagler Family YMCA 5K @ Aunt Catfish Restaurant at 4009 Halifax Dr.

DEPARTMENT: Community Development

RECOMMENDED MOTION: To approve the Special Event request for the Volusia Flagler Family YMCA 5K located at 4009 & 4108 Halifax Drive and 4085 South Ridgewood Avenue subject to eight conditions outlined in the attached report.

SUMMARY: Staff has received a repeat special event request for a 5K race from Mica Cyrus, special event director for the Volusia Flagler Family YMCA. The proposed hours of the event are from 8:00 a.m. until 11:00 a.m. on January 18, 2015. The event is to raise money for scholarships for the Port Orange YMCA. The event will start at Aunt Catfish Restaurant located at 4009 Halifax Drive. Runners will proceed south on Halifax Drive, turn around at White Place and run over the Dunlawton Bridge finishing at Aunt Catfish. There will be an awards ceremony after completion of the race to be held at Panhead's Pizzeria located at 4085 Ridgewood Avenue. The ceremony will include designated areas for refreshments, a live DJ, and three sponsor exhibit tents. There will be port-o-lets and trash receptacles on site for the ceremony events.

Additionally, the event director has requested the waiver of the surety bond due to past good performance in clean-up after the last event. The cost of the surety bond is determined by the City Council as outlined in Chapter 58, Article III of the City of Port Orange Code of Ordinances, and has generally been set at \$250.00 when required. The proposed event is structured in the same way as the event approved last year for the Volusia Flagler Family YMCA 5K and qualifies for the repeat event reduced application fee of \$150.00.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Application	YMCA 5K Application 1-18-2015.pdf
2.	Staff Report	YMCA 5K Staff Report 1-6-2015 (1).docm

Rivera, Jeff
Clark, Wayne
Harden, David

Created/Initiated - 12/23/2014
Approved - 12/30/2014
Final Approval - 12/30/2014



CITY OF PORT ORANGE

Department of Community Development
1000 City Center Cir.
Port Orange, FL 32129
Phone: (386) 506-5600 Fax: (386) 506-5699

DATE RECEIVED:

RECEIVED BY:

14-5089

PERMIT NO.:

SPECIAL EVENT PERMIT APPLICATION

City Ordinance No. 2013-16 & Fee Resolution No. 13-58 – Chapter 58 Article III, Code of Ordinances

Name of Business/Organization Hosting Event: YMCA Port Orange
Event Site Address: 4009 Halifax Dr Port Orange FL 32129
Event Contact Person: Mica Cyrus
Email Address: MCyrus@VFYMCA.ORG Phone: 386-405-9889
Description of Event: 5K Run/Walk

Dates of Event: 1/18/2015

Repeat Event: YES ☒ NO ☐

Number of Temporary Merchants: 1 (English Wine Shop)

Signs: YES ☒ NO ☐

Temporary Power: YES ☐ NO ☒

Tents: YES ☐ NO ☒

SPECIAL EVENT APPLICATION REQUIREMENTS

Application for **Major Special Events** must be submitted at least **forty-five (45)** days in advance of the requested event. **Minor Special Events** must be submitted at least **seven (7)** days in advance.

Required Documents:

1. Letter of request
2. Proof of ownership, written lease, or notarized authorization form
3. Sketch of the event layout on the property
4. Completed application checklist (attached)

PERMIT APPLICATION FEES**

- ☒ **MINOR SPECIAL EVENTS** (Seven days or less)
\$100.00
- ☐ **MAJOR SPECIAL EVENTS** (Seven days or less)
\$300.00*
- ☐ **MAJOR SPECIAL EVENTS** (More than seven days)
\$500.00*

* Repeat events on properties in good standing with City departments may be eligible for a reduced application fee.

** Additional fees may apply if City resources such as Public Works or Police Department are requested or required.

Revised 9/23/13

CHANGES TO SPECIAL EVENTS effective 9/17/13

City Ordinance No. 2013-16 & Fee Resolution No. 13-58

Amendments to the Special Events ordinance were adopted by the City Council on September 17, 2013. These revisions included the re-classification of regional major events, local major events, and minor events. A fee resolution was also adopted to align with the event classifications, to eliminate vendor fees for minor and non-regional major special events, and to provide a reduced fee for repeat events on properties that are in good standing with the department

CITY OF PORT ORANGE SPECIAL EVENTS MATRIX

Category	General Definition	Permit process		Fees*		Duration	# of Days Limit
		Staff Review	City Council	Permit Fee	Vendor Fee		
Major in conjunction with a Regional Event	Large-scale events held in conjunction with events on the 5-year Daytona Regional Chamber calendar of events (bike weeks, race weeks, etc.)	45 calendar days	yes	<7 days \$300 >7days \$500	\$250 per vendor	Same as Regional event	40 calendar days
Major	Events that affect jurisdictions other than the City of Port Orange, require roadway closures, request hours of operation beyond 11:00 p.m., include outdoor amplified music beyond 7 p.m., etc.	45 calendar days	yes	<7 days \$300 >7days \$500 Repeat event in good standing <7 days \$150 >7days \$250	n/a	7 consecutive days**	40 calendar days
Minor	Events that may require city resources/personnel, but only affect the City of Port Orange, do not require roadway closures, and are contained on the sponsoring property (e.g. holiday events, art shows, outdoor amplified music ending before 7 p.m., grand openings, business promotions, etc.)	7 business days	no	\$100 Repeat event in good standing \$50	n/a	7 consecutive days	40 calendar days

* The permittee must also pay a charge for the use of city personnel, including but not limited to, police officers needed at the site of the special event to help ensure public safety

** Longer duration can be granted by City Council

If you have any questions regarding the changes to the Special Events ordinance or fee resolution, please contact Community Development at (386) 506-5600.

Application Checklist

The following is a list of information required to be submitted and/or addressed in order to process a special event application. Items listed below may or may not apply to your event. Please review this checklist before submitting the special event application to ensure the completeness of your application. The City reserves the right to request additional information, attachments, or permits as per the Code of Ordinances and Land Development Code.

- ☒ **COMPLETED APPLICATION FORM**
- ☐ **APPLICATION FEE**
- ☒ **PROOF OF OWNERSHIP, WRITTEN LEASE, OR NOTARIZED AUTHORIZATION FORM**

- ☒ **LETTER OF REQUEST:**
Include a letter outlining the details of the event including:
 - Name of event
 - Location
 - Dates and Hours
 - General description of proposed activities such as: food distribution, music, entertainment, product display, give-aways, etc.
 - List of temporary structures such as: tents, canopies, performance stages, concession stands, trailers, etc.
 - Temporary signage
 - Number of temporary vendors
 - Number of Port-o-lets
 - Security (if needed) and any other devices necessary for public safety

- ☒ **EVENT LOCATION SKETCH:**
Include a sketch on a separate page which shows the location of the event and indicates the following:
 - Pedestrian access
 - Parking and vehicular access
 - Vendor display areas
 - Tents
 - Signage
 - Barricades
 - Outdoor music venue
 - Port-o-lets
 - Additional dumpsters or trash cans

- ☐ **TENTS:**
 - A building permit **is not required** for small pop-up tents or canopies 10' X 10' or smaller.
 - A building permit **is required** for any large tents or canopies (over 10' X 10').

**SIGNS:**

- A building permit for any temporary signage is **not required** for **Minor Special Events**.
- Separate sign permits **are required** for **Major Special Event** temporary signage.
 - Major Special Event signs may be installed 30 days prior to the event and must be removed within 5 days after the event.
 - Major Special Event signs may carry business or product logos, and generic messages commemorating the event and/or welcoming visitors. The sign shall not convey specific sales information, such as prices or specials.

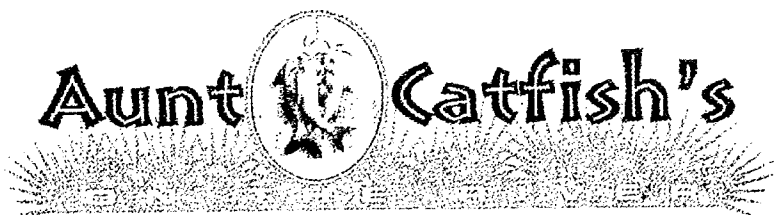
IMPORTANT SIGN INFORMATION:

- All signage must be located on the property the event is to be held.
- One sign or banner is allowed per street frontage
- Maximum sign size is 32 square feet
- Maximum sign height is 8 feet
- Inflatables may only be 8 feet in height
- Inflatables must be tethered to the ground (may not move under pressure of wind)
- Other wind signs such as flags, pennants, ribbons, streamers, feather flags, and balloons are **prohibited**
- Employees, volunteers, or corporate mascots may hold additional signage that directs traffic to the event. However, the person holding the sign may not impede the flow of pedestrian travel on the sidewalk and may not distract or otherwise get in the pathway of any vehicular traffic.

**Miscellaneous**

Please attach any other information you feel may aid Staff and/or the City Council in the review of your special event permit application.

8-10 an



4009 Halifax Drive • Port Orange, FL 32127 • (386) 767-4768 • Fax (386) 761-2744

11-19-2014

Re: YMCA 5k

To Whom It May Concern,

I give Mica Cyrus and the YMCA permission to utilize my properties at 4009 Halifax Dr, 4108 Halifax Dr and 4085 Ridgewood Ave. on January 18, 2015 for a 5k race. Feel free to contact me with any questions.

Sincerely,

Brendan Galbreath

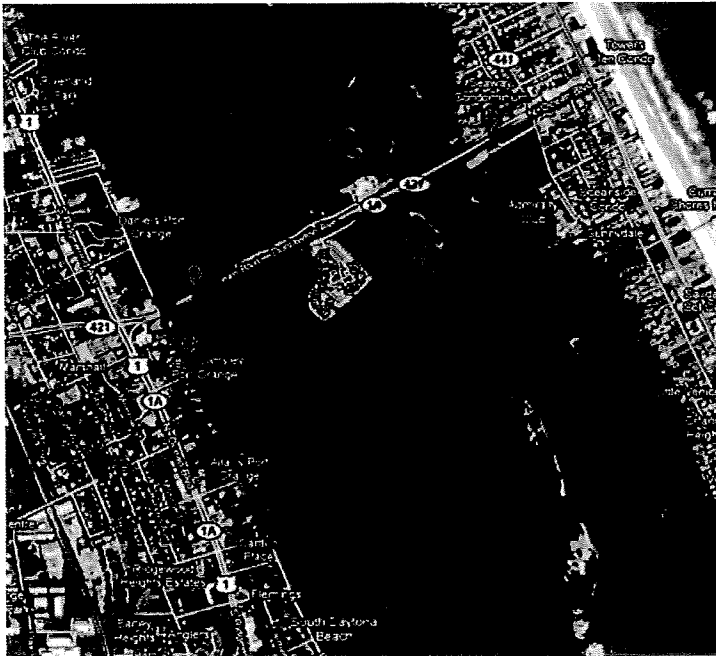
Property Owner

[Login](#)

Course Map



This scenic 5K features a beautiful course with views of both the Halifax River and the Atlantic Ocean. The route includes the Dunlawton Ave. bridge not once but twice! A digital clock will be located at the finish. All turns and miles will be marked with signs or volunteers but always make sure to know the course ahead of time. The Port Orange Police Department will monitor traffic along the course and one lane will be closed for participants. Water stations will be located at the start, 1/2 way, and at the finish.



<http://www.gmap-pedometer.com/?r=5114760>

- Start in front of Aunt Catfish
- South on Halifax Drive
- Turn around just after White Pl
- Head back the same way, North on Halifax Drive
- Turn Right/East onto Dunlawton Ave. and over the bridge
- Turn around at end of the bridge
- Head back West on Dunlawton Ave.
- Finish in front of Aunt Catfish Restaurant on Halifax Drive



Consumer's Certificate of Exemption

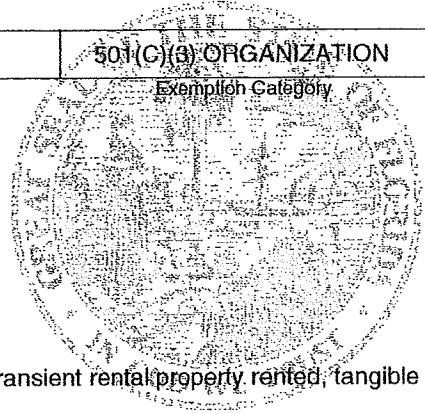
Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 04/05
02/17/10

85-8013262188C-0	03/31/2010	03/31/2015	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

VOLUSIA FLAGLER FAMILY YOUNG MENS
CHRISTIAN ASSOCIATION INC
761 E INTERNATIONAL SPEEDWAY BLVD
DELAND FL 32724-2509



is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 04/05

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (FAC).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others by your organization of tangible personal property, sleeping accommodations or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, FAC).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third degree felony. Any violation will necessitate the revocation of this certificate.
6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Central Registration at 850-487-4130. The mailing address is PO BOX 6480, Tallahassee, FL 32314-6480.



CERTIFICATE OF LIABILITY INSURANCE

OP ID: SL

DATE (MM/DD/YYYY)

11/25/2013

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		Phone: 386-252-9601 Fax: 386-239-5729	CONTACT NAME: Jayne McGraw PHONE (A/C, No, Ext): 386-239-5764 FAX (A/C, No): 386-323-9158 E-MAIL ADDRESS: jmcgraw@bbdaytona.com PRODUCER CUSTOMER ID #: VOLFLY1
INSURED VOLUSIA/FLAGLER FAMILY YOUNG MEN'S CHRISTIAN ASSOC, INC. 761 E INT'L SPEEDWAY BLVD DELAND, FL 32724		INSURER(S) AFFORDING COVERAGE INSURER A: New Hampshire Ins Co INSURER B: Retail First Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 23841	

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 INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ SEXUAL ABUSE INCL GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC		01LX0092709897	12/01/2012	12/01/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Emp Ben. \$ 1,000,000
	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS		01LX0092709897	12/01/2012	12/01/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☒ DEDUCTIBLE RETENTION \$ 10,000		01UD0002742117	12/01/2012	12/01/2013	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	52041809	04/01/2013	04/01/2014	☒ WC STATUTORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER**CANCELLATION**

AUNTC01

AUNT CATFISH
4009 HALIFAX DR
PORT ORANGE, FL 32127

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

AUTHORIZED REPRESENTATIVE

© 1988-2009 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

OP ID: SL

DATE (MM/DD/YYYY)

11/25/2013

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		Phone: 386-252-9601 Fax: 386-239-5729	CONTACT NAME: Jayne McGraw PHONE (A/C, No, Ext): 386-239-5764 FAX (A/C, No): 386-323-9158 E-MAIL ADDRESS: jmcgraw@bbdaytona.com PRODUCER CUSTOMER ID #: VOLFLY1
INSURED VOLUSIA/FLAGLER FAMILY YOUNG MEN'S CHRISTIAN ASSOC, INC. 761 E INT'L SPEEDWAY BLVD DELAND, FL 32724	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : New Hampshire Ins Co		23841
	INSURER B : Retail First Insurance Company		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			01LX0092709897	12/01/2012	12/01/2013	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person) \$ 5,000
	☒ SEXUAL ABUSE INCL						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 3,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 1,000,000
							Emp Ben. \$ 1,000,000
A	AUTOMOBILE LIABILITY			01LX0092709897	12/01/2012	12/01/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	☐ SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	☐ HIRED AUTOS						\$
	☐ NON-OWNED AUTOS						\$
A	UMBRELLA LIAB ☒ OCCUR			01UD0002742117	12/01/2012	12/01/2013	EACH OCCURRENCE \$ 3,000,000
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$ 3,000,000
	☐ DEDUCTIBLE						\$
	☒ RETENTION \$ 10,000						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			52041809	04/01/2013	04/01/2014	☒ WC STATU-TORY LIMITS ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y/N	N/A				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER**CANCELLATION**

CITYP02

CITY OF PORT ORANGE
1000 CITY CENTER CIRCLE
PORT ORANGE, FL 32127

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

AUTHORIZED REPRESENTATIVE

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CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 01/06/2015

Consent item: No

SUBJECT:

Correction of Dealer Identification for Three Vehicle Purchases

DEPARTMENT: Public Works

RECOMMENDED MOTION: Move to approve Change Order No. 1 with Alan Jay Ford Lincoln Mercury, Inc.; Change Order No. 1 with Alan Jay Chevrolet-Cadillac, Inc.; and Change Order No. 1 with Duval Ford, LLC.

SUMMARY: On December 9 City Council approved the purchase of a number of replacement cars and trucks for FY 2015. All of the prices were correct, however, for three vehicles an incorrect vendor name was given. The attached change orders have been prepared to make the necessary adjustments in three vendor contracts needed to correct the errors in the list approved in December.

The change order for the Duval Ford contract deletes the F-250 Utility truck with crane. This vehicle is to be purchased from Alan Jay Ford instead. The change order for the Alan Jay Ford contract adds the F-250 Utility truck with crane and deletes the Chevy Silverado 4X4 Pick-up Truck. The change order for the Alan Jay Chevy contract adds the Chevy Silverado 4X4 Pick-up Truck.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Duval Ford, LLC Change Order NO. 1	Duval Ford, LLC - Change Order No 1.pdf
2.	Alan Jay Ford Lincoln Mercury, Inc. Change Order No. 1	Alan Jay Ford Lincoln Mercury Inc Change Order No 1.pdf
3.	Alan Jay Chevrolet - Cadillac, Inc. Change Order No. 1	Alan Jay Chevrolet Cadillac Inc Change Order No 1.pdf

Fenwick, Robin
Silvey, Mike
Riehm, Tracey
Harden, David

Created/Initiated - 12/31/2014
Approved - 12/31/2014
Approved - 12/31/2014
Final Approval - 12/31/2014

CHANGE ORDER NO. 1
To Piggyback Agreement dated December 9, 2014
DUVAL FORD, LLC, Contractor

Project: Purchase of Fiscal Year 2015 Vehicles

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$315,443.00	No Change
Net changes from previous Change Order: Not Applicable	Changes in contract time from previous Change Orders:
Contract Price prior to this Change Order: \$315,443.00	Contract Completion Date prior to this Change Order:
Net Increase (decrease) of this Change Order No. 1: (\$42,634.00)	Changes in contract time requested this Change Order No. 1:
Contract Price with all approved Change Orders: \$272,809.00	Contract Times with all approved Change Orders: No Change

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 December 9, 2014. For purposes of this Change Order No. 1, words with strike-through type (~~type~~) shall constitute deletions.
- II. REQUIRED CHANGES: To remove Ford F250 Utility W/3200LB Crane in the amount of \$42,634.00 from City of Port Orange Piggyback Agreement. Thus changing the original terms of the Piggyback Agreement from \$315,443.00 to \$272,809.00 as shown on the attached EXHIBIT "1".
- III. JUSTIFICATION: The Public Works Department has requested that this vehicle be removed from this Piggyback Agreement..
- IV. PAYMENT: Payment for this Change Order shall be made in accordance with the terms of the Piggyback Agreement. The City's obligation to pay Contractor under the Piggyback Agreement and this Change Order No. 1 shall be limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then fiscal year. 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:
PUBLIC WORKS
Department

ACCEPTED BY:
DUVAL FORD, LLC
Contractor

By: _____
Mike Silvey
Interim Public Works Director

By: _____
Daniel W. Hodges
President

Date Signed: _____

Date Signed: _____

APPROVED BY:
CITY OF PORT ORANGE
(Owner)

Affirmed:

By: _____
Allen Green, Mayor

Robin L. Fenwick, CMC, City Clerk

Date Signed: _____

Date Signed: _____

VEH #	REPLACEMENT	VENDOR/NOTES	STATE/SHERIFF CONTRACT NUMBER	SPEC NUMBER	FY15 BUDGET	PRICE
0600 PUBLIC UTILITIES MAINT.						
4742	FORD F250 UTILITY W/2200LB CRANE	DUVAL FORD	14-22-0904	56	39,000.00	42,634.00
					39,000.00	42,634.00
3200 POLICE DEPARTMENT						
1703	FORD TAURUS W/ADMIN. LIGHTING PACKAGE	DUVAL FORD	14-22-0904	13	23,000.00	22,250.00
1744	FORD TAURUS W/ADMIN. LIGHTING PACKAGE	DUVAL FORD	14-22-0904	13	23,000.00	22,250.00
1704	FORD INTERCEPTOR SEDAN	DUVAL FORD	14-22-0904	5	23,000.00	24,000.00
1766	FORD INTERCEPTOR SEDAN	DUVAL FORD	14-22-0904	5	31,500.00	24,000.00
1783	FORD INTERCEPTOR SEDAN	DUVAL FORD	14-22-0904	5	31,500.00	24,000.00
1787	FORD INTERCEPTOR SEDAN	DUVAL FORD	14-22-0904	5	31,500.00	24,000.00
1788	FORD INTERCEPTOR SEDAN	DUVAL FORD	14-22-0904	5	31,500.00	24,000.00
1808	FORD INTERCEPTOR SEDAN	DUVAL FORD	14-22-0904	5	31,500.00	24,000.00
1810	FORD INTERCEPTOR SEDAN	DUVAL FORD	14-22-0904	5	31,500.00	24,000.00
1812	FORD INTERCEPTOR SEDAN	DUVAL FORD	14-22-0904	5	31,500.00	24,000.00
					289,500.00	236,500.00
4300 PUBLIC WORKS						
POOL VEHICLES						
1726	FORD FUSION SEDAN	DUVAL FORD	14-22-0904	13	20,000.00	17,384.00
					20,000.00	17,384.00
4400 PARKS DEPARTMENT						
1614	FORD ESCAPE	DUVAL FORD	14-22-0904	23	20,000.00	18,925.00
					20,000.00	18,925.00
TOTAL VEHICLES:					368,500.00	#PRICE
					329,500.00	272,809.00

CHANGE ORDER NO. 1
To Piggyback Agreement dated December 9, 2014
ALAN JAY FORD LINCOLN MERCURY, INC., Contractor

Project: Purchase of Fiscal Year 2015 Vehicles

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$347,127.50	No Change
Net changes from previous Change Order: Not Applicable	Changes in contract time from previous Change Orders:
Contract Price prior to this Change Order: \$347,127.50	Contract Completion Date prior to this Change Order:
Net Increase (decrease) of this Change Order No. 1: \$19,714.00	Changes in contract time requested this Change Order No. 1:
Contract Price with all approved Change Orders: \$366,841.50	Contract Times with all approved Change Orders: No Change

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 December 9, 2014. For purposes of this Change Order No. 1, words with highlighted type (type) shall constitute additions. Words with strike-through type (~~type~~) shall constitute deletions.
- II. **REQUIRED CHANGES:** To add Ford F250 Utility W/3200LB Crane in the amount of \$42,634.00 and to remove the Chevy Silverado 4X4 Pickup in the amount of \$22,920.00 from the City of Port Orange Piggyback Agreement. Thus changing the original terms of the Piggyback Agreement from \$347,127.50 to \$366,841.50 as shown on EXHIBIT "1" attached hereto.
- III. **JUSTIFICATION:** The Public Works Department has requested to add a Ford F250 Utility W/3200LB Crane and remove the Chevy Silverado 4X4 Pickup from this Piggyback Agreement.
- IV. **PAYMENT:** Payment for this Change Order shall be made in accordance with the terms of the Piggyback Agreement. The City's obligation to pay Contractor under the Piggyback Agreement and this Change Order No. 1 shall be limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then fiscal year. 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:
PUBLIC WORKS
Department

ACCEPTED BY:
ALAN JAY FORD LINCOLN MERCURY, INC.
Contractor

By: _____
Mike Silvey
Interim Public Works Director

By: _____
Alan J. Wildstein
President

Date Signed: _____

Date Signed: _____

APPROVED BY:
CITY OF PORT ORANGE
(Owner)

Affirmed:

By: _____
Allen Green, Mayor

Robin L. Fenwick, CMC, City Clerk

Date Signed: _____

Date Signed: _____

VEH #	REPLACEMENT	VENDOR/NOTES	STATE/SHERIFF CONTRACT NUMBER	SPEC NUMBER	FY15 BUDGET	PRICE
0600 WASTEWATER						
1622	CHEBA-SILVERADO 4X4 PICKUP	ALAN JAY FORD	14-22-0904	44	33,500.00	22,920.00
					33,500.00	22,920.00
0600 PUBLIC UTILITIES MAINT.						
1691	FORD F450 UTILITY W/5000LB CRANE (DEPT REQUEST)	ALAN JAY FORD	25000000-15-1	25101600-A-1	39,000.00	65,431.50
1742	FORD F250 UTILITY W/3200LB CRANE	ALAN JAY FORD	14-22-0904	55	39,000.00	42,634.00
1743	FORD F250 UTILITY W/3200LB CRANE	ALAN JAY FORD	14-22-0904	55	39,000.00	42,634.00
					117,000.00	150,699.50
0800 FIELD OPERATIONS DIVISION						
1680	FORD F250 UTILITY/LIFTGATE	ALAN JAY FORD	14-22-0904	49	37,500.00	29,163.00
1729	F350 UTILITY W/DIESEL ENGINE	ALAN JAY FORD	14-22-0904	55	39,000.00	38,271.00
1732	FORD F250 UTILITY/LIFTGATE	ALAN JAY FORD	14-22-0904	49	39,000.00	29,163.00
NEW	FORD F250 UTILITY/LIFTGATE	ALAN JAY FORD	14-22-0904	49	39,000.00	29,163.00
					154,500.00	125,760.00
4300 PUBLIC WORKS						
1455	FORD F550 UTILITY W/49 FT LIFT SERVICE BODY	ALAN JAY FORD	25100000-15-1	25101600-A-018	100,000.00	90,382.00
					100,000.00	90,382.00
TOTAL VEHICLES:					405,000.00	389,764.50
					371,500.00	366,241.50

CHANGE ORDER NO. 1
To Piggyback Agreement dated December 9, 2014
ALAN JAY CHEVROLET-CADILLAC, INC., Contractor

Project: Purchase of Fiscal Year 2015 Vehicles

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$195,075.00	No Change
Net changes from previous Change Order: Not Applicable	Changes in contract time from previous Change Orders:
Contract Price prior to this Change Order: \$195,075.00	Contract Completion Date prior to this Change Order:
Net Increase (decrease) of this Change Order No. 1: \$22,920.00	Changes in contract time requested this Change Order No. 1:
Contract Price with all approved Change Orders: \$217,995.00	Contract Times with all approved Change Orders: No Change

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 December 9, 2014. For purposes of this Change Order No. 1, words with highlighted type (type) shall constitute additions.
- II. REQUIRED CHANGES: To add Chevy Silverado 4X4 Pickup in the amount of \$22,920.00 to the City of Port Orange Piggyback Agreement. Thus changing the original terms of the Piggyback Agreement from \$195,075.00 to \$217,995.00 as shown on EXHIBIT "1" attached hereto.
- III. JUSTIFICATION: The Public Works Department has requested that this vehicle be added to this Piggyback Agreement.
- IV. PAYMENT: Payment for this Change Order shall be made in accordance with the terms of the Piggyback Agreement. The City's obligation to pay Contractor under the Piggyback Agreement and this Change Order No. 1 shall be limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then fiscal year. 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:
PUBLIC WORKS
Department

ACCEPTED BY:
ALAN JAY CHEVROLET-CADILLAC, INC.
Contractor

By: _____
Mike Silvey
Interim Public Works Director

By: _____
Alan J. Wildstein
President

Date Signed: _____

Date Signed: _____

APPROVED BY:
CITY OF PORT ORANGE
(Owner)

Affirmed:

By: _____
Allen Green, Mayor

Robin L. Fenwick, CMC, City Clerk

Date Signed: _____

Date Signed: _____

VEH #	REPLACEMENT	VENDOR/NOTES	STATE/SHERIFF CONTRACT NUMBER	SPEC NUMBER	FY15 BUDGET	PRICE
0400 WASTEWATER						
1622	CHEVY SILVERADO 4X4 PICKUP	ALAN JAY CHEVY	14-22-0904	44	33,500.00	22,920.00
0500 METER READERS					33,500.00	22,920.00
1667	CHEVY SILVERADO 4X2 PICKUP	ALAN JAY CHEVY	14-22-0904	43	20,000.00	18,653.00
1694	CHEVY SILVERADO 4X2 PICKUP	ALAN JAY CHEVY	14-22-0904	43	20,000.00	18,653.00
0800 PUBLIC UTILITIES MAINT.					40,000.00	37,306.00
1613	CHEVY EXPRESS VAN W/RACKS & BINS	ALAN JAY CHEVY	14-22-0904	32	18,000.00	26,459.00
1901 BUILDING DIVISION					19,000.00	25,459.00
1671	CHEVY SILVERADO 1500 SHORT BED W/CAP	ALAN JAY CHEVY	14-22-0904	43	21,000.00	18,653.00
3100 FIRE DEPARTMENT					21,000.00	18,653.00
1706	CHEVY TAHOE 4X4 POLICE	ALAN JAY CHEVY	14-22-0904	9	40,000.00	31,361.00
4300 PUBLIC WORKS					40,000.00	31,361.00
1669	CHEVY SILVERADO 1600 EXT. CAB LONG BED	ALAN JAY CHEVY	14-22-0904	45	25,000.00	21,272.00
POOL VEHICLES					#REF!	21,272.00
1636	CHEVY CRUZE	ALAN JAY CHEVY	14-22-0904	14	20,000.00	17,783.00
6100 SOLID WASTE ADMIN.					20,000.00	17,783.00
1640	CHEVY SILVERADO 1500 EXT. CAB 4x4	ALAN JAY CHEVY	14-22-0904	46	25,000.00	24,568.00
4400 PARKS DEPARTMENT					25,000.00	24,568.00
1640	CHEVY SILVERADO 1500 SHORT BED	ALAN JAY CHEVY	14-22-0904	43	19,500.00	18,653.00
					19,500.00	18,653.00
TOTAL VEHICLES:					208,600.00	186,076.00
					243,006.00	217,995.00



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 01/06/2015

Consent item: No

SUBJECT: Reject All Bids for Cambridge Canal Bank Armoring and Pump Station Improvements Bid #15-07.

DEPARTMENT: Public Works

RECOMMENDED MOTION: Move to reject the Cambridge Canal Phase 2 Bank Armoring and Pump Station Improvements Bids #15-07 and re-bid without one or both of the pump station items.

SUMMARY:

The City received three (3) bids for Cambridge Canal Phase 2, Bank Armoring and Pump Station Improvements, Bid #15-07 on December 3, 2014. The bid amount exceeded the project budget and engineer's estimate due to equipment vendor pricing changes for pump station improvements.

The elevated pricing for the pump station improvements resulted in an imbalanced bid where the base bid pricing for the canal bank armoring item is not supported by the low bid ranking. If the pump station rake were removed, the second lowest bidder would become the low bidder.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Quentin Hampton Associates, Inc. Letter dated December 5, 2014	PO263 1 Bid Review and Recommendation.pdf
----	--	---

Silvey, Mike
Silvey, Mike
Riehm, Tracey
Roberts, Margaret
Harden, David

Created/Initiated - 12/10/2014
Approved - 12/10/2014
Approved - 12/20/2014
Approved - 12/30/2014
Final Approval - 12/31/2014

December 5, 2014

Michael Silvey
Interim Public Works Director
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

**CITY OF PORT ORANGE
CAMBRIDGE CANAL PHASE 2 BANK ARMORING AND
PUMP STATION IMPROVEMENTS
BID REVIEW AND RECOMMENDATION**

Dear Michael,

The City received three (3) bids on the above referenced project on Wednesday, December 3, 2014. The attached certified bid tabulation includes the detail of each bid item per bidder.

The results of the bids are summarized as follows:

	Masci Corp.	Douglas A. Higgins	P&S Paving
Base Bid Amount	\$1,518,570.00	\$1,542,200.00	\$1,812,900.00
Alternate Bid Items	\$2,311,001.00	\$1,572,295.00	\$1,919,200.00
Total Base Bid & Alternate Amount	\$3,829,571.00	\$3,114,495.00	\$3,732,100.00

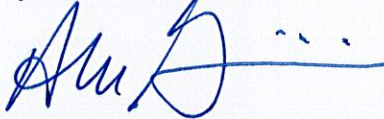
The bid amount exceeded the project budget and engineer's estimate due to equipment vendor pricing changes for pump station improvement, Items C.1 and C.2. Vendor pricing to bidders was significantly higher than budgetary estimates provided by the same vendors during the design phase. Relevant pricing information has been provided to City staff under separate cover.

The elevated pricing for items C.1 and C.2 resulted in an imbalanced bid wherein base bid pricing for the canal bank armoring items is not supported by the low bid ranking. In short, if bid Items C.1 and C.2 are deleted, the bid ranking changes. As such, we recommend that the current bids be rejected and the project be re-bid, without one or both of the pump station items.

December 5, 2014
Cambridge Canal Phase 2 – Bid Review and Recommendation
Page 2

We are available to discuss bid revisions and schedules at your earliest convenience.
Please contact our office if you have additional questions.

Respectfully,
QUENTIN L. HAMPTON ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read 'Andrew M. Giannini', with a long horizontal flourish extending to the right.

Andrew M. Giannini, P.E.
Project Manager

AMG:bf

Attachment: Bid Tabulation

cc: Joseph Gomez, Purchasing Director

**CITY OF PORT ORANGE
CAMBRIDGE CANAL PHASE 2 BANK ARMORING AND
PUMP STATION IMPROVEMENTS
CERTIFIED BID TABULATION
BID DATE: WEDNESDAY DECEMBER 3, 2014**

Engineers Certification

I hereby certify that this is a true and correct tabulation of the bids received. If applicable, unit prices were assumed to prevail in correcting any mathematical errors made by bidders. Owner may choose to award bid based upon original submitted totals.

Andrew M. Giannini, P.E.
Quentin L. Hampton Associates, Inc.
Florida Registration No. 4660

Date

12/4/14

				Maschi Corporation		Douglas A. Higgins, Inc.		P&S Paving	
		Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
A.	PRELIMINARY ITEMS								
1	Mobilization and Soil Erosion Control	1	LS	\$123,400.00	\$123,400.00	\$109,000.00	\$109,000.00	\$165,000.00	\$165,000.00
2	Pre-Construction Video	1	LS	\$750.00	\$750.00	\$550.00	\$550.00	\$1,000.00	\$1,000.00
3	Clearing, Grubbing, Excavation, Grading and Embankment	1	LS	\$121,260.00	\$121,260.00	\$167,000.00	\$167,000.00	\$140,000.00	\$140,000.00
B.	CANAL BANK ARMORING ITEMS								
1	Construct Drainage Pipe								
	a) 12" HDPE	30	LF	\$85.00	\$2,550.00	\$64.00	\$1,920.00	\$90.00	\$2,700.00
2	Construct Drainage Structure								
	a) FDOT Type "E" Inlet (contingency item)	1	EA	\$2,490.00	\$2,490.00	\$3,770.00	\$3,770.00	\$3,200.00	\$3,200.00
3	Utility Adjustment and Coordination								
	a) 4" Force Main	1	EA	\$8,500.00	\$8,500.00	\$4,725.00	\$4,725.00	\$10,000.00	\$10,000.00
4	Retaining Wall Construction								
	a) Wall Foundation incl. compaction, and rock leveling pad	1,100	LF	\$23.15	\$25,465.00	\$47.00	\$51,700.00	\$35.00	\$38,500.00
	b) Standard Block (face area)	3,300	SF	\$61.15	\$201,795.00	\$35.00	\$115,500.00	\$40.00	\$132,000.00
	c) Top Block (face area)	1,650	SF	\$55.50	\$91,575.00	\$26.00	\$42,900.00	\$36.00	\$59,400.00
5	Yard Drain Assembly	4	EA	\$1,790.00	\$7,160.00	\$2,625.00	\$10,500.00	\$1,600.00	\$6,400.00
6	Furnish and Install Sod								

**CITY OF PORT ORANGE
CAMBRIDGE CANAL PHASE 2 BANK ARMORING AND
PUMP STATION IMPROVEMENTS
CERTIFIED BID TABULATION
BID DATE: WEDNESDAY DECEMBER 3, 2014**

				Masci Corporation		Douglas A. Higgins, Inc.		P&S Paving	
		Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	a) Bahia	1,400	SY	\$2.30	\$3,220.00	\$3.60	\$5,040.00	\$3.00	\$4,200.00
	b) St. Augustine/Floritam	800	SY	\$3.25	\$2,600.00	\$5.00	\$4,000.00	\$4.00	\$3,200.00
C.	PUMP STATION IMPROVEMENTS ITEMS								
1	Pump Station Improvements including rake, rack, structure, electrical and access	1	LS	\$645,315.00	\$645,315.00	\$728,835.00	\$728,835.00	\$880,000.00	\$880,000.00
2	Remove and Replace Pump Outlet Cones(3)	1	LS	\$235,750.00	\$235,750.00	\$253,000.00	\$253,000.00	\$320,000.00	\$320,000.00
D.	MISCELLANEOUS								
1	Layout/As-built Drawings	1	LS	\$17,390.00	\$17,390.00	\$15,000.00	\$15,000.00	\$13,000.00	\$13,000.00
2	Unsuitable Material Excavation/Replacement	20	CY	\$15.00	\$300.00	\$73.00	\$1,460.00	\$75.00	\$1,500.00
3	Rock riprap bank protection	200	SY	\$71.25	\$14,250.00	\$91.00	\$18,200.00	\$115.00	\$23,000.00
4	Bulk Concrete	10	CY	\$150.00	\$1,500.00	\$500.00	\$5,000.00	\$180.00	\$1,800.00
5	Field Locate and Expose Existing Utilities	1	LS	\$12,300.00	\$12,300.00	\$3,100.00	\$3,100.00	\$7,990.00	\$7,990.00
7	Indemnification	1	LS	\$ 1,000.00	\$1,000.00	\$ 1,000.00	\$1,000.00	\$ 10.00	\$10.00
	TOTAL BASE BID				\$1,518,570.00		\$1,542,200.00		\$1,812,900.00
	ALTERNATE BID ITEMS								
1	Mobilization and Soil Erosion Control	1	LS	\$94,320.00	\$94,320.00	\$112,510.00	\$112,510.00	\$115,000.00	\$115,000.00
2	Pre-Construction Video	1	LS	\$951.00	\$951.00	\$2,570.00	\$2,570.00	\$2,500.00	\$2,500.00
3	Clearing, Grubbing, Excavation, Grading and Embankment	1	LS	\$209,845.00	\$209,845.00	\$357,000.00	\$357,000.00	\$350,000.00	\$350,000.00
B.	CANAL BANK ARMORING ITEMS								
1	Construct Drainage Pipe								
	a) 12" HDPE	30	LF	\$85.00	\$2,550.00	\$64.00	\$1,920.00	\$90.00	\$2,700.00
2	Construct Drainage Structure								
	a) FDOT Type "E" Inlet (contingency item)	1	EA	\$2,490.00	\$2,490.00	\$3,770.00	\$3,770.00	\$3,200.00	\$3,200.00

**CITY OF PORT ORANGE
CAMBRIDGE CANAL PHASE 2 BANK ARMORING AND
PUMP STATION IMPROVEMENTS
CERTIFIED BID TABULATION
BID DATE: WEDNESDAY DECEMBER 3, 2014**

				Masci Corporation		Douglas A. Higgins, Inc.		P&S Paving	
		Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
3	Utility Adjustment and Coordination								
	a) 4" Force Main	1	EA	\$8,500.00	\$8,500.00	\$4,725.00	\$4,725.00	\$10,000.00	\$10,000.00
4	Retaining Wall Construction								
	a) Wall Foundation incl. compaction, and rock leveling pad	5,200	LF	\$23.15	\$120,380.00	\$33.00	\$171,600.00	\$35.00	\$182,000.00
	b) Standard Block (face area)	22,200	SF	\$61.15	\$1,357,530.00	\$29.25	\$649,350.00	\$40.00	\$888,000.00
	c) Top Block (face area)	7,800	SF	\$55.50	\$432,900.00	\$22.00	\$171,600.00	\$36.00	\$280,800.00
5	Yard Drain Assembly	4	EA	\$1,790.00	\$7,160.00	\$2,600.00	\$10,400.00	\$1,600.00	\$6,400.00
6	Furnish and Install Sod								
	a) Bahia	4,000	SY	\$2.30	\$9,200.00	\$3.60	\$14,400.00	\$3.00	\$12,000.00
	b) St. Augustine/Floritam	2,000	SY	\$3.25	\$6,500.00	\$5.00	\$10,000.00	\$4.00	\$8,000.00
C.	MISCELLANEOUS								
1	Layout/As-built Drawings	1	LS	\$19,450.00	\$19,450.00	\$21,300.00	\$21,300.00	\$30,000.00	\$30,000.00
2	Unsuitable Material Excavation/Replacement	100	CY	\$15.00	\$1,500.00	\$73.00	\$7,300.00	\$75.00	\$7,500.00
3	Rock Riprap Bank Protection	100	SY	\$71.25	\$7,125.00	\$91.00	\$9,100.00	\$115.00	\$11,500.00
4	Bulk Concrete	20	CY	\$150.00	\$3,000.00	\$500.00	\$10,000.00	\$180.00	\$3,600.00
5	Field Locate and Expose Existing Utilities	1	LS	\$12,300.00	\$12,300.00	\$6,250.00	\$6,250.00	\$5,000.00	\$5,000.00
6	Compliance with Trench Safety Act	1	LS	\$15,300.00	\$15,300.00	\$8,500.00	\$8,500.00	\$1,000.00	\$1,000.00
	TOTAL ALTERNATE BID				\$2,311,001.00		\$1,572,295.00		\$1,919,200.00
	TOTAL BASE BID + ALTERNATE BID				\$3,829,571.00		\$3,114,495.00		\$3,732,100.00



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 01/06/2015

Consent item: No

SUBJECT: Atlantic Marine Site Improvement Agreement for property at Dunlawton Ave and Lemon St, west of FEC Railroad

DEPARTMENT: Community Development

RECOMMENDED MOTION: Approve the Site Improvements Agreement for the Atlantic Marine Site Plan

SUMMARY:

The proposed Site Improvements Agreement (SIA) has been prepared in conjunction with the Atlantic Marine site plan for the construction of associated off-site improvements to serve the proposed Atlantic Marine boat sales, repair, and storage facility. The SIA is for the construction of a public water line, a left turn lane in the Dunlawton median, an 8-foot wide sidewalk, installation of two public fire hydrants, and expanding Lemon Street at its intersection with Dunlawton Avenue. These public improvements will be constructed along with other private on-site improvements (landscaping, fencing, parking lot, building, driveway connections to Lemon Street and Dunlawton Avenue, stormwater infrastructure, etc.) for the Atlantic Marine site plan. The agreement is attached.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Atlantic Marine Site Improvement Agreement	.pdf
----	--	------

Burman, Tim
Clark, Wayne
Roberts, Margaret
Harden, David

Created/Initiated - 12/18/2014
Approved - 12/18/2014
Approved - 12/30/2014
Final Approval - 12/30/2014

This Document Prepared By:
Matthew J. Jones, Esq.
Office of the City Attorney
1000 City Center Circle
Port Orange, FL 32129

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

Space Reserved for Recording per §695.26(e)(1) Florida Statutes (2010)

CITY OF PORT ORANGE, FLORIDA SITE IMPROVEMENT AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 20____, by and between the **City of Port Orange, Florida**, a chartered municipal corporation, (hereinafter referred to as "the City") whose address is: 1000 City Center Circle, Port Orange FL 32129; and B.D.W. Land Holdings, LLC, a Florida limited liability company, (hereinafter referred to as "Developer") whose address is: 630 South Maitland Avenue, Suite 100, Maitland, FL 32751.

WITNESSETH

WHEREAS, Developer warrants that it is the owner of the property legally described on **Exhibit "A"** attached hereto and made a part hereof ("Subject Property"); and

WHEREAS, Developer desires to develop the Subject Property and has submitted site plans designated as Atlantic Marine; and

WHEREAS, upon approval of said plans according to the requirements of the City's Land Development Code and the laws of Florida, the Mayor is authorized to execute this agreement to assure the completion of the public improvements shown on said plans.

NOW, THEREFORE, the parties hereto agree as follows:

1. Developer warrants that it will complete the improvements consisting of the construction of a public potable water line, a left turn lane in the Dunlawton Avenue median, eight (8) foot wide sidewalk, two (2) fire hydrants, and the expansion of Lemon Street at its intersection with Dunlawton Avenue including a shallow retention area, as reflected on the drawings and estimated costs submitted for review to the City Council as prepared by Mike Zaffuto, P.E., Florida License No. 74069 and attached hereto as **Exhibit "B"** (the "Improvements"). The Improvements shall be completed in accordance the Port Orange Land Development Code and any other applicable regulations, ordinances or laws of the City or State. Failure to construct

and complete such improvements in compliance with the terms of this agreement shall constitute grounds for the City to halt further development or construction under this agreement, and to withhold building permits, utility service, and certificates of occupancy for completed improvements on the Subject Property. In the event the Owner begins the Improvements and, prior to completion, the Subject Property is undisturbed for 30 or more consecutive days, the City reserves the option to stabilize the site as necessary with seed and mulch and to place a lien of record against the Subject Property for the costs of such stabilization.

2. All Improvements shall be completed within twelve (12) months of the date the plans are date stamped as "Approved for Construction." Upon completion of construction of proposed fire hydrants and acceptance by the City, fire hydrants shall become the property of the City.
3. Execution of this agreement and provision of a financial guarantee prepared and recorded in the public records of Volusia County in accordance with Section 255.05, Florida Statutes (2013), and as acceptable to the City, in an amount equal to one hundred ten percent (110%) of the cost estimate for the construction of the required Improvements shall allow the Developer to proceed with development of the Subject Property upon compliance with the requirements of the Land Development Code. If all required Improvements are not completed as required under this agreement, the City shall be authorized to draw upon the financial guarantee funds to pay for the completion of said Improvements, including reasonable administrative costs in the completion of the construction.
4. In the event that the Improvements not be completed as required under this agreement, the City, after thirty (30) days written notice to the undersigned or any subsequent owner, successor in interest or assign, may install or have installed or completed said required Improvements. Further, the City is hereby authorized to assess the cost of installing or completing said Improvements against the Subject Property. Such Improvement assessment shall constitute a lien thereon until paid, which lien shall be superior and paramount to the interest on such property of any owner, lessee, tenant, mortgagee or other person, except the lien of ad valorem taxes. The Developer hereby grants to the City a temporary access, ingress, egress and construction easement for the purposes set forth in this paragraph.
5. Notwithstanding the foregoing, no certificate of occupancy shall be issued for any site located on the subject Property until all Improvements reflected on the plans approved by the City referenced in Paragraph 1, above, have been completed and accepted by the City.
6. At the time that construction is determined to be complete by the City, and prior to City acceptance of the Improvements for maintenance, Owner shall provide the City with a maintenance bond in the amount equal to ten percent (10%) of the final construction cost for the correction of any failures or defects that become apparent within one (1) year of City's acceptance.

7. Owner shall indemnify and hold harmless the City, its officers, employees and agents, from and against all claims, damages, injuries, liability, losses and expenses, including reasonable attorneys' fees and costs, arising out of or resulting from the construction of Improvements or performance of operations under this agreement.
8. This agreement shall be recorded in the Public Records of Volusia County, Florida. The provisions of this agreement shall constitute covenants running with the land applicable to all of the Subject Property described herein or any portion thereof. This agreement shall inure to the benefit of the parties hereto and the Subject Property, and shall be binding upon any person, firm, or corporation that may become a subsequent owner, successor in interest or assign, directly or indirectly, of the subject property or any portion thereof.
9. In the event of any claim, action, litigation or proceeding under this agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the parties hereto have executed this agreement, by and through the duly authorized representatives, on the above date.

WITNESSES:

CITY OF PORT ORANGE, FLORIDA
A Chartered Municipal Corporation

Name: _____

By: _____
Allen Green, Mayor

Name: _____
(Witnesses as to Both)

Attest: _____
Robin L. Fenwick, CMC, City Clerk
(Corporate Seal)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Allen Green and Robin L. Fenwick, as Mayor and City Clerk, respectively, of the City of Port Orange, Florida, a chartered municipal corporation, who acknowledge that they are duly authorized to execute the foregoing agreement on behalf of the city. They ☐ are personally known to me, or ☐ have produced _____ as identification.

Notary Public, State of Florida at Large
Printed, typed or stamped name, commission and Expiration of commission term:

DEVELOPER:
B.D.W. Land Holdings, LLC
a Florida limited liability company

Printed Name: _____

By: _____
Bradley D. Wiles, Manager

Printed Name: _____

Witnesses as to Owner

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by **Bradley D. Wiles** the managing member of **B.D.W. Land Holdings, LLC**, a Florida limited liability company, the "Developer" named in the foregoing Site Improvement Agreement, who is duly empowered and authorized to execute the foregoing Site Improvement Agreement, and who is: ☐ personally known to me; or ☐ produced _____ as identification.

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

EXHIBIT "A"

LEGAL DESCRIPTION OF SUBJECT PROPERTY

Lot Four (4), Block O, S.B. Wilson's Survey and Plat of Port Orange, according to the map or plat thereof as recorded in Plat Book 1, Page 154, Public Records of Volusia County, Florida.

AND

The Northerly One-Half (N ½) of Lot FIVE (5), Block O, S.B. Wilson's Survey and Plat of Port Orange, according to the map or plat thereof as recorded in Plat Book 1, Page 154, Public Records of Volusia County, Florida, Less and Except any part taken for road right of way of Dunlawton Avenue.

AND

The Southerly One-Half (S ½) of Lot Five (5), Block O, S.B. Wilson's Survey and Plat of Port Orange, according to the map or plat thereof as recorded in Plat Book 1, Page 154, Public Records of Volusia County, Florida, Less and Except that part deeded to the State of Florida for road right of way purposes as recorded in O.R. Book 1988, Page 1239, Public Records of Volusia County, Florida.

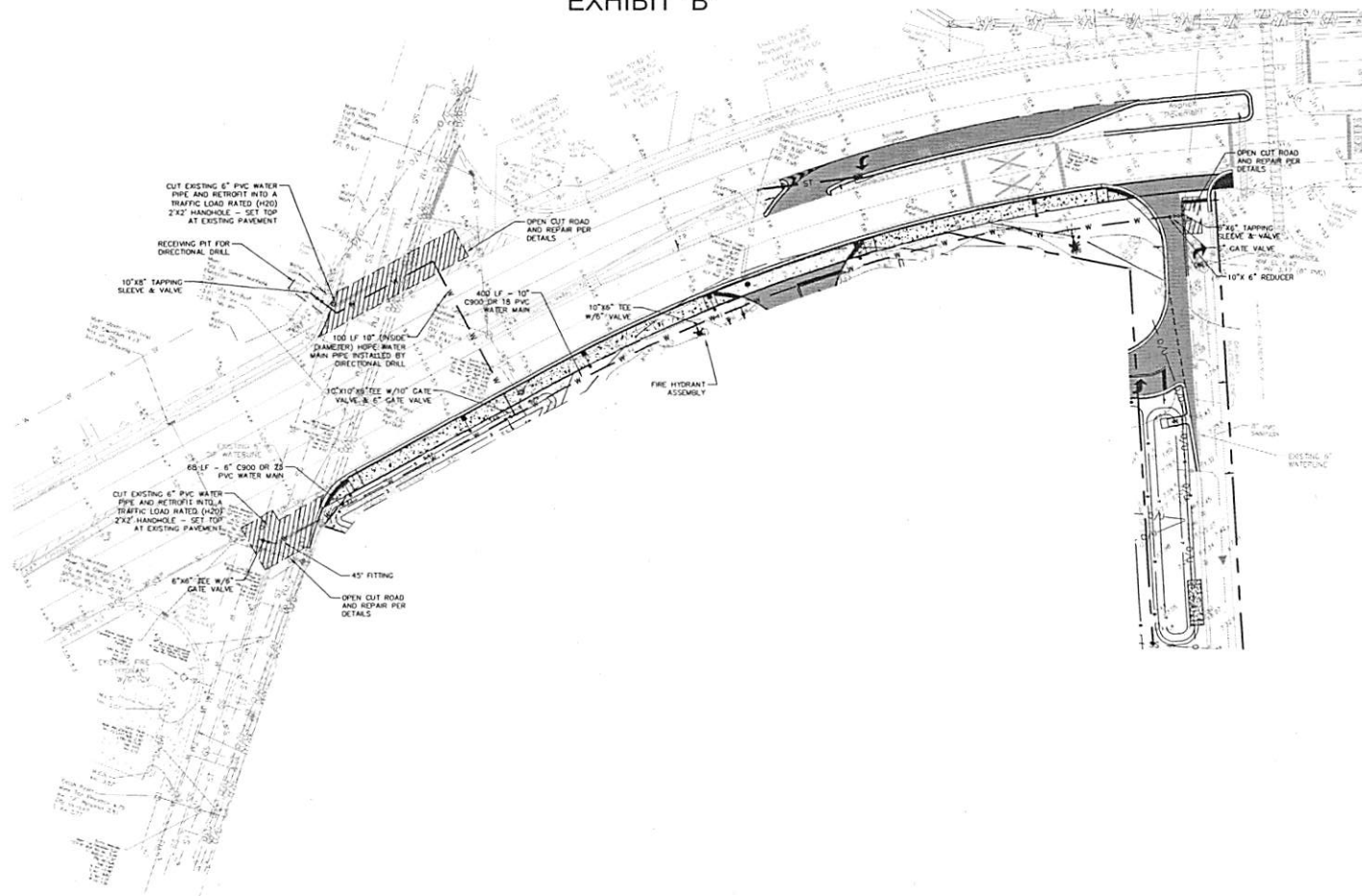
AND

Lot Twenty-Nine (29), West Park, according to the map or plat thereof as recorded in Plat Book 6, Page 89, Public Records of Volusia County, Florida, Less and EXCEPT that part taken by the State of Florida for road right of way purposes.

AND

Lot Thirty (30) and Thirty-One (31), West Park, according to the map or plat thereof as recorded in Plat Book 6, Page 89, Public Records of Volusia County, Florida, Less and Except that part taken by the State of Florida for road right of way purposes recorded in O.R. Book 1827, Page 25, Public Records of Volusia County, Florida.

EXHIBIT "B"



ALANN ENGINEERING
GROUP, INC.
CONSULTING ENGINEERS
880 LAUREL ROAD, SUITE 111
PORT ORANGE, FL 32127
TEL: (386) 671-7640
FAX: (386) 671-1927

A

ATLANTIC MARINE SITE PLAN PORT ORANGE, FL PUBLIC IMPROVEMENTS EXHIBIT

NO.	DATE	REVISION	BY

DESIGNER	FILE	DATE	SCALE
KAB	101-1	7-7-14	1"=30'
DRAWN BY	PROJECT		
WAZ	101-1		

REVIEWED BY: [Signature]
DATE: [Date]
PROJECT: [Project Name]

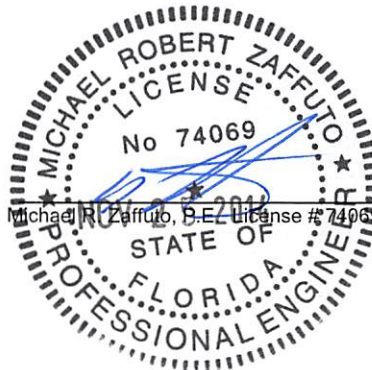
EXHIBIT "B"

Atlantic Marine - Port Orange, FL
11/25/2014

<u>Civil Site Work</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Extension</u>	<u>Item Subtotal</u>
Demolition	1.00	LS	\$5,000.00	\$5,000.00	\$5,000.00
Earthwork	1.00	LS	\$7,000.00	\$7,000.00	\$7,000.00
Storm Drain System	1.00	LS	\$21,000.00	\$21,000.00	\$21,000.00
Water System	1.00	LS	\$68,910.00	\$68,910.00	\$68,910.00
Paving / Curbing / Markings / Signage					
Type SP-9.5 Asphalt	300	SY	\$8.10	\$2,430.00	
6" Base	300	SY	\$7.00	\$2,100.00	
6" Subbase	352	SY	\$6.25	\$2,200.00	
12" Subbase	379	SY	\$14.50	\$5,495.50	
10" Optional Group Base 9	315	SY	\$28.70	\$9,040.50	
2" Traffic Level C Asphalt	315	SY	\$23.97	\$7,550.55	
1.5" FC w/Ground Rubber	315	SY	\$11.98	\$3,773.70	
1" Mill/1" Resurface	183	SY	\$46.12	\$8,439.96	
2' Type "F" Curb	375	LF	\$13.50	\$5,062.50	
2' Type "E" Curb	500	LF	\$13.50	\$6,750.00	
Concrete Sidewalk	350	SY	\$25.00	\$8,750.00	
Striping & Signage	1	LS	\$6,000.00	\$6,000.00	
Maintenance of Traffic	1	LS	\$9,000.00	\$9,000.00	
					\$76,592.71
ESTIMATED SITE WORK TOTAL					\$173,502.71

Prepared By:

The Alann Engineering Group, Inc.
880 Airport Rd., Suite 113
Ormond Beach, FL 32174
ph: 386-673-7640



Michael R. Zaffuto, P.E. License # 74069



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 01/06/2015

Consent item: No

SUBJECT: Totem Pole location

DEPARTMENT: Parks & Recreation

RECOMMENDED MOTION: Move that the donated totem pole be located at

SUMMARY: The Woodcarvers Club of Port Orange will be donating a totem pole in memory of Wilber Haller. The club, with the Parks & Recreation Department, is suggesting three possible locations for Council to choose between or designate an alternate location of your choosing.

Location One is the Adult Activity Center on US1 and White Place. The pole would be placed in the flower bed at the main entrance to the building.

Location Two is Buschman Park located just off the pathway by the lake south of the exercise equipment.

Location Three is City Center outside either the back east or west entrance to City Hall.

City Hall and the Adult Center have the capability to adjust cameras to view the pole for security reasons. The club prefers City Center.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	adult center 1	adultcenter1.jpg
2.	Buschman 1	bushman1.jpg
3.	City hall east	cityhalleast.jpg
4.	city hall west	cityhallwest.jpg

Lovallo, Susan
Lovallo, Susan
Harden, David

Created/Initiated - 12/22/2014
Approved - 12/22/2014
Final Approval - 12/22/2014











CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 01/06/2015

Consent item: No

SUBJECT: Contract award for soccer field re-leveling

DEPARTMENT: Parks & Recreation

RECOMMENDED MOTION: Move to award the contract to A.G. Pifer Construction Company Inc. pursuant to Bid #15-06 Soccer Field Re-leveling at City Center and Southwinds soccer fields and authorize the Mayor and City Clerk to execute the associated documents.

SUMMARY: On December 12, 2014 the City received three bids for soccer field re-leveling; one bidder withdrew on 12/12/14, which left two responsive bidders. A.G. Pifer is the apparent low bidder with a bid of \$140,758.70 for City Center and \$199,399.30 for Southwinds, giving a total base bid of \$340,158.00.

The current budget included \$90,910 for only the City Center field, of which \$85,590 remains available. This presents Council with several options:

- (1) Reject all bids and budget more funds in the FY 2016 budget.
- (2) Proceed with only the City Center field and budget the additional \$60,000 needed from the City's undesignated fund balance
- (3) Since the largest part of the cost is the Celebration Bermuda Grass Sports Turf, direct staff to obtain prices for less expensive grass.
- (4) Award the total bid and transfer \$265,000 from the undesignated fund balance to fund the additional cost.

Parks and Recreation recommends award of the total contract to A.G. Pifer Construction Inc., in the amount \$340,158.00 and authorize the Mayor and City Clerk to execute the associated documents, and approve the following budget amendment.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Soccer Field Re-leveling Bid Tabulation	15-06 Bid Tabulation.pdf
2.	Soccer field re-leveling low bid detail	Pifersquantities.pdf

Lovallo, Susan	Created/Initiated - 12/23/2014
Lovallo, Susan	Approved - 12/23/2014
Riehm, Tracey	Approved - 12/29/2014
Gomez, Joseph	Approved - 12/30/2014
Roberts, Margaret	Approved - 12/30/2014

Harden, David

Final Approval - 12/30/2014



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

BID Opening Tabulation Total

Bid opening, Envelope #1 & #2: Friday December 12, 2014 (10:00 a.m.)

BID # 15-06: PORT ORANGE SOCCER FIELD – RICHEL DRIVE AND CITY CENTER FIELDS

Bid Release Date: **November 21, 2014**

Mandatory Pre-Bid Meeting Date & Time: **November 25, 2014 at 9:00 a.m.**

Last Day for Questions: **December 5, 2014 by 5:00 p.m.**

Bid Due Date & Time Envelope #1 & Envelope #2: **December 12, 2014 10:00 a.m.**

Bid packages shall be submitted using a two (2) envelope system. Envelope #1 shall contain all required forms and envelope #2 shall contain technical and price forms. Envelope #1 will be opened and evaluated by the City's Purchasing Manager on December 12, 2014 at 10:00 a.m. If the Purchasing Manager deems the contents of Envelope #1 to be incomplete, it will be deemed non-responsive and envelope #2 will not be opened and tabulated.

ADDENDA ISSUED: 1 dated December 8, 2014

Bidder's Submittal Checklist:

1. _____ **Envelope #1: "Forms"** (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, page 5)
- ☐ 2: Insurance certificates: Submit a copy (as detailed on page 21)
- ☐ 4: Statement of Bidder's qualifications (Section 00130, page 60)
- ☐ 5: Listing of previous experience: (Section 00140, page 62)
- ☐ 6: Subcontractors List: (Section 00155, page 63)
- ☐ 3: Bid Bond: (Section 00160, page 64)
- ☐ 7: Public entity crime statement: (Section 00170, page 65)
- ☐ 8: Anti-collusion statement: (Section 00180, page 66)
- ☐ 9: Drug free preference statement: (Section 00190, page 67)
- ☐ 10: Trench safety affidavit: (Section 00195, page 68)
- ☐ 11: Certificate of Corporate Principal: (Section 00620, page 83)
- ☐ 12: Florida Certified General Contractor License: (N/A)

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

Price:

- ☐ 1: Summary of Quantities: (Section 00095, page 58)
- ☐ 2: Total Base Bid: (Section 00120, page 59)

BID # 15-06: PORT ORANGE SOCCER FIELD – RICHEL DRIVE AND CITY CENTER FIELDS

Bid/Proposal Receipt List

15-06 Envelope #1 Requirements		Sports Turf 1	A.G. Pifer	Benson Construction
	1 Original, 2 Copies, 1 CD or Flash	X	X	Bid withdrawn at 8:44 a.m.12/12/14 -JAG
1)	Bidder Acknowledgement Form	X	X	
2)	Insurance Certificates	X	X	
4)	Statement of Bidder's Qualifications	X	X	
5)	Listing of Previous Experience	X	X	
6)	Subcontractors List	X	X	
3)	Bid Bond	X	X	
7)	Public Entity Crime Statement	X	X	
8)	Anti-Collusion Statement	X	X	
9)	Drug Fee / Tie Preference Statement	X	X	
10)	Trench Safety Affidavit	X	X	
11)	Certificate of Corporate Principal	X	X	
12)	Florida Certified General Contractor License	X	X	
	Deemed Responsive?	YES	YES	NO

15-06 Envelope #2 Requirements

	1 Original, 2 Copies, 1 CD or Flash	X	X	
1a)	Summary of Quantities: City Center	\$176,966.60	X	
	Summary of Quantities: Alternate 1	N/A	X	
1b)	Summary of Quantities: Richel Drive	\$304,870.60	X	
	Summary of Quantities: Alternate 2	N/A	X	
2)	Total Base Bid	\$481,837.20	\$361,318.00	
	Alternate 1: Richel Drive Total Cost	N/A	\$6,480.00	
	Alternate 2: City Center Total Cost	N/A	\$14,680.00	

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: Joseph A. Gomez, Purchasing Manager



SECTION 00095

CITY CENTER SOCCER FIELD -SUMMARY OF QUANTITIES

ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	Bid Cost	Unit Cost
1	MOBILIZATION	LS	1	\$ 550.00	
2	SURVEY & LAYOUT	LS	1	\$ 1,639.00	
3	CLEARING, GRUBBING AND DEMOLITION	LS	1	\$ 12,207.20	
4	STAKED SILT FENCE (TYPE III)	LF	1500	\$ 1,072.50	\$ 0.72
5	SPORTS TURF - CELEBRATION BERMUDA GRASS	SY	15,000	\$ 93,170.00	\$ 6.21
6	FILL DIRT	CY	3,600	\$ 22,000.00	\$ 6.11
7	IRRIGATION SYSTEM	LS	1	\$ 8,250.00	
8	AS-BUILTS/ CERTIFIED RECORD DRAWINGS	LS	1	\$ 1,870.00	
			TOTAL	\$ 140,758.70	
ALTERNATE 1	FILL DIRT/CONTRACTOR SUPPLIED	CY	3,600	\$ 6,480.00	

RICHEL DRIVE SOCCER FIELD -SUMMARY OF QUANTITIES

ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY		
1	MOBILIZATION	LS	1	\$ 550.00	
2	SURVEY & LAYOUT	LS	1	\$ 2,090.00	
3	CLEARING, GRUBBING AND DEMOLITION	LS	1	\$ 14,200.00	
4	STAKED SILT FENCE (TYPE III)	LF	2600	\$ 1,870.00	\$ 0.72
5	SPORTS TURF - CELEBRATION BERMUDA GRASS	SY	25,700	\$ 150,659.30	\$ 5.86
6	EMBANKMENT	CY	1,500	\$ 5,720.00	\$ 3.81
7	IRRIGATION SYSTEM	LS	1	\$ 21,890.00	
8	AS-BUILTS/ CERTIFIED RECORD DRAWINGS	LS	1	\$ 2,420.00	
			TOTAL	\$ 199,399.30	
ALTERNATE 1	FILL DIRT/CONTRACTOR SUPPLIED	CY	1,500	\$ 14,680.00	

\$ 361,318.00



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 01/06/2015

Consent item: No

SUBJECT: Resolution No. 15-6 - Budgeting Additional Funds for Soccer Field Re-Leveling

DEPARTMENT: Finance

RECOMMENDED MOTION: Move to approve Resolution No. 15-6, or move to approve Resolution No. 15-6 as amended.

SUMMARY: To fully fund the Soccer Field Re-Leveling project at both the City Center and Southwinds Fields. If the Council decides to proceed with only the City Center field, then the amount shown in Exhibit A should be amended to \$60,000.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Resolution for Soccer Field Re-Leveling at City Center and Southwinds Fields Project QPC052	zh Resolution for Soccer Field Re-Leveling Project QPC052- 1-06-15 CC Mtg.docx
2.	Composit Exhibit A - Revised - for Soccer Field Re-Leveling at City Center and Southwinds Fields Project QPC052	zh Composite Exh A - REVISED - Soccer Field Re-Leveling Project QPC052 - Funds 001 and 317 - CC Mtg 1-06-15.xlsx

Pallante, Lisa
Riehm, Tracey
Riehm, Tracey
Roberts, Margaret
Harden, David

Created/Initiated - 12/20/2014
Approved - 12/22/2014
Approved - 12/22/2014
Approved - 12/30/2014
Final Approval - 12/30/2014

RESOLUTION NO. 15 - 6

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA. APPROPRIATING OPERATING AND CAPITAL FUNDS FOR THE SOCCER FIELD RE-LEVELING PROJECT AT CITY CENTER AND SOUTHWINDS FIELDS; SETTING FORTH REVENUES AND EXPENDITURES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to appropriate the funds related to various operating and capital projects, and to set forth, appropriate and change appropriations of certain revenues and expense.

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

Section 1. The funds for the City Capital project are hereby appropriated as set forth in Composite Exhibit A, attached hereto, which reflects revenues and corresponding expenditures for the designated project.

Section 2. The Budget item adopted in the preceding section shall govern the expenditures relating to such operations and projects for the City during the current fiscal year effective October 1, 2014 through September 30, 2015.

Section 3. Supplemental appropriations, reductions of appropriations, emergency appropriations, and interdepartmental transfers of appropriations may be effected by the City Council and the City Manager as deemed necessary in strict compliance with the procedures specified in Chapter 2, Article VI, Division 3, Code of Ordinances, City of Port Orange, Florida.

(RESOLUTION NO. 15 - 6)

Section 4. This resolution shall become effective immediately upon adoption.

MAYOR ALLEN GREEN

ATTEST:

Robin L. Fenwick, City Clerk

Adopted on the day of

Reviewed and Approved: _____
City Attorney

COMPOSITE EXHIBIT A**Resolution No. 15 - 6**

FY2015 **General Fund (#001)**
PREPARED: **December 19, 2014**
FINANCE: **Lisa Pallante**

	BUDGET
	INCREASE(DECREASE)
<u>REVENUES:</u>	
Appropriated Equity	265,000
TOTAL REVENUES:	265,000
<u>EXPENDITURES:</u>	
Non Departmental - Transfer to the 317 Fund	265,000
TOTAL EXPENDITURES:	265,000

***To fully fund the Soccer Field Re-Leveling project at City Center and Southwinds Fields. City Project QPC052. This project currently has \$85,590 of funds available but we need an additional \$255,000 to cover the apparent low bidder and are factoring in a \$10,000 contingency.**

COMPOSITE EXHIBIT A**Resolution No. 15 - 6**

FY2015 **General Capital Projects Fund #(317)**
PREPARED: **December 19, 2014**
FINANCE: **Lisa Pallante**

	BUDGET
	INCREASE(DECREASE)
<u>REVENUES:</u>	
Transfer from General Fund	265,000
TOTAL REVENUES:	265,000
<u>EXPENDITURES:</u>	
Non-Departmental	265,000
TOTAL EXPENDITURES:	265,000

***To fully fund the Soccer Field Re-Leveling project at City Center and Southwinds Fields. City Project QPC052. This project currently has \$85,590 of funds available but we need an additional \$255,000 to cover the apparent low bidder and are factoring in \$10,000 contingency.**



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 01/06/2015

Consent item: No

SUBJECT: Lobbying Services Agreement with Pittman Law Group

DEPARTMENT: City Manager

RECOMMENDED MOTION: Council discretion.

SUMMARY: The Pittman Law Group has submitted the attached proposed agreement for renewal of their services to lobby the legislature on behalf of the City for the 2015 legislative session. Issues for which they might lobby include grant funding for additional flood control projects (as they did for the Cambridge Canal), funding for the Florida Recreation Development Assistance Program (FRDAP) from which the City will be seeking additional funds for Riverwalk Park, and for Chapter 175/186 (Police and Fire) Pension reform. Of course, they would work on any other issues the Council might identify.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Agreement	Pittman agreement.pdf
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Fenwick, Robin
Harden, David

Created/Initiated - 12/24/2014
Final Approval - 12/30/2014



PITTMAN LAW GROUP, P.L.
ATTORNEYS AT LAW

December 8, 2014

David Harden, City Manager
City of Port Orange
City Hall Building
1000 City Center Circle
Port Orange, Florida 32129

Dear Mr. Manager:

It was great working with you and Shannon Lewis during the 2015 legislative session. We take pride in representing the great City of Port Orange and look forward to this opportunity to continue working on your behalf in Tallahassee. We will always work aggressively and diligently to pursue all of the goals and priorities that you, your Commission, and your communities set for us to follow. Again, we will continue to work hard on your behalf and will not let you down.

As Senior Partner of Pittman Law Group (PLG), I will be the attorney with primary responsibility for this matter. As your Capital City presence, it is our responsibility to perform all traditional Legal and Governmental Relations activities at the Legislative and Executive Branch levels. This includes working with staff in the Legislature and the Governor's Office, and/or any agencies of the Executive Branch; it requires us to keep the City informed on any developments and /or decisions that may have impact. It is our goal to help the city set priorities and to work to accomplish them. It is our responsibility to be available to the Mayor, the Manager, and the Commission, as may reasonably be requested.

In exchange for this representation, you agree to compensate our firm with an annual retainer of \$36,000. This retainer will be paid over a twelve month period, thus making payments of \$3,000.00 monthly. We agree to be responsible for all expenses, unless there is something extraordinary which would then require the City's prior approval. It is understood that this contract is cancelable with thirty days (30) notice, however, it cannot be cancelled during any year where a Legislative Session has been concluded

REPLY TO:

- ☐ Wilhelmina Square • 1028 East Park Avenue • Tallahassee, Florida 32301 • 850.216.1002 ph • 850.224.7477 fax
- ☐ 2655 North Ocean Drive, Suite 130 • Riviera Beach, Florida 33404 • 561.845.7453 ph • 561.845.7455 fax
- ☐ 8585 Sunset Drive, Suite 105 • Miami, Florida 33143 • 305.270.3211 ph • 305.270.3253 fax

Port Orange (page 2)

and the fee is then considered fully earned. This must be the case as under Florida Law contingency fee arrangements are prohibited.

I want to again thank you for the confidence you have shown in us by retaining our services for another year. I look forward to many successes on your behalf. Please know that we will maintain every confidence you have placed with and in us. Assuming this letter meets our mutual understanding, please sign and return to my office at your earliest opportunity.

Sincerely,



SEAN PITTMAN

SP

SIGNED:

David Harden, City Manager
*Contract term: January 1, 2015 -
December 31, 2015*



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 01/06/2015

Consent item: No

SUBJECT: Pumpkin Festival Agreement

DEPARTMENT: Parks & Recreation

RECOMMENDED MOTION: Discuss fee waivers for facility rentals, permit fees, service fees, and contributions to community projects and consider approving a contract for a 2015 Pumpkin Festival and authorize the Mayor and City Manager to execute the associated documents.

SUMMARY: The Pumpkin Festival was approved by City Council for \$12,000 in-kind support from the City on May 27, 2014. On August 5, 2014, the event planner came before the council requesting an additional \$8,000 in-kind support. The Council moved to defer the event until 2015.

The event planner's request in addition to the original \$12,000, is to waive all rental fees, firework permit fee, temporary sign fee and service fees in the amount of \$10,258.94 bringing the total in-kind support to \$22,258.94.

On December 9, 2014 the event planner provided a draft agreement that further modifies the planner's and the city's obligations. The City Attorney has provided a revised contract based upon the city council approved payment of \$12,000.00 and the event coordination requirements provided by the Parks and Recreation Director.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Draft Contract Revised by City Attorney	Draft Contract Revised by City Attorney.pdf
2.	Draft Contract Received from Scott Chesley	Draft Contract Received from Scott Chesley.pdf
3.	Parks and Recreation Department Director Data Dated September 8, 2014	Parks and Recreation Department Director Data Dated September 8, 2014.pdf

Ferreira, Peter
Ferreira, Peter

Created/Initiated - 10/09/2014
Approved - 10/09/2014

Riehm, Tracey	Approved - 10/15/2014
Roberts, Margaret	Approved - 12/30/2014
Lovallo, Susan	Approved - 12/31/2014
Harden, David	New -

January 6, 2015 City Council Meeting

**Draft contract revised by
Margaret T. Roberts, City Attorney
consistent with
Parks and Recreation Director Data
dated September 8, 2014**

GREAT PUMPKIN FEST DAYS SPECIAL EVENT AND FACILITY USEAGE AGREEMENT

THIS AGREEMENT dated this ____ day of _____, 20__, by and between the City of Port Orange, Florida, City Council, hereinafter referred to as "City", and Festival Designs LLC, a Florida limited liability company, whose principal address is 2880 John Anderson Drive, Ormond Beach, Florida 32176 and whose mailing address is P. O. Box 9355 Daytona Beach, FL 32120 and is based out of Daytona Beach, Florida, hereinafter referred to as the "User."

WITNESSETH:

WHEREAS, the User wishes to use a portion of the City Center for the purposes of planning, producing, promoting, advertising, managing and operating the special event to be known as Great Pumpkin Fest Days (the "Event"); and

WHEREAS, the City is willing to allow such use of a portion of City Center Circle for the purposes of the Event and otherwise agrees to cooperate and assist with such purposes under the following terms and conditions.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. The City hereby allows the User to utilize those portions of City Center not leased to others, including the Amphitheater, Lakeside Community Center, City Center Circle, parking facilities and other grounds as designated by the Parks and Recreation Department for the purpose of producing and conducting the Event on October 23-25, 2015, and in accordance with the following schedule:

(a) Set-Up Phase Monday, October 19 at 8 a.m. in the area north of the circle and between the soccer fields (Zone 1); on Wednesday, October 22, 2015 at 9 a.m. in the City Hall Green Space, and Veterans Park (Zone 2); and on Friday October 23, 2015 in the circle, amphitheater and Lakeside Community Center.

(b) Clean-Up Phase All items will be removed from Zone 3 by Monday October 26, 2015 at 4:00 a.m.; all items will be removed from Zone 2 by Tuesday October 27, 2015 at 12:00 p.m. and all items shall be removed from Zone 1 by October 30, 2015 at 3:00 p.m.

2. The User hereby agrees that it shall:

(a) Be solely responsible for ensuring that all events occurring on the premises are conducted in a safe and professional manner, in accordance with all applicable federal, state and local laws and the directives of the Parks and Recreation Director consistent herewith.

(b) Be solely responsible for providing necessary personnel to install, repair, alter, and remove equipment, facilities or trash required to conduct the Event and to leave the premises in the same or better condition as existed before the Event.

(c) The plan for waste disposal during the Event shall include extra trash dumpster, trash roll-off and trash truck and shall be coordinated with, provided to, and subject to approval by the Parks and Recreation

Director. If the User fails to clean up the premises following the Event or fails to otherwise remove debris, trash, equipment, facilities or any other materials that were not on the subject property prior to the Event, the City shall promptly respond and clean up the premises within twenty-four (24) hours of such notice. If the User fails to clean up the premises within such time, the City reserves the right to contract to have the premises cleaned and the User agree to fully reimburse the City for all expenses within thirty (30) days of receipt of an invoice.

(d) Notify the City in writing at least 15 business days prior to the Event of any special instructions which must be issued by the Parks and Recreation Director to facility users, to safely and properly conduct the Event and to otherwise fully advise the Parks and Recreation Director with complete and updated Event information.

(e) Supply in writing to the Parks and Recreation Director, at least ninety (90) days prior to the Event, a copy of the proposed layout for the Event. The site layout plan shall not be implemented until approved in writing by the Parks and Recreation Director and applicable City departments.

(f) Conduct sufficient investigation prior to the execution of this Agreement and if satisfied as to the conditions affecting the services required hereunder, the availability of materials and labor and the costs related thereto, and the requirements necessary to obtain and complete the services within the time frames set forth. User warrants to the City that it has the competence and abilities to carefully, professionally, and faithfully complete the services in the manner within the time frame set forth. User will perform the services with due and reasonable diligence consistent with professional and labor practices.

(g) Be solely responsible for securing permits by any governmental entity and supplying a copy of those permits to the Parks and Recreation Director.

(h) Defend, indemnify and hold harmless the City, and its officials, officers, agents, employees and representatives, past, present and future, from and against any and all liabilities, losses, suites, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including, but not limited to attorney fees, court costs, and expert fees), of any nature whatsoever arising out of any incident to the Agreement and/or the use of or occupancy of the premises or the acts of omission of the User, officers, agents, employees, contractors, subcontractors, licensees, or invitees, regardless of where the injury, death or damage may occur, unless such injury, death or damage is caused by the negligence of the City. The User agrees that nothing herein shall be construed as a waiver of the City's sovereign immunity, provided by the Florida Constitution or the provisions of Section 768.28, Florida Statutes (2012) or a consent by the City to be sued by a third party.

(i) Provide to the City a certificate of insurance providing for a commercial general liability insurance policy with policy limits of at least \$1,000,000.00 per occurrence to include, but not limited to personal and advertising injury, bodily injury, property damage, product liability, and contractual liability. The City shall be named an additional insured and certificate of insurance shall be provided to the City. The policies must be specifically endorsed to grant the City thirty (30) days advanced notice of any material change or cancellation of coverage, by an insurance company with an A or better rating and doing business in the State of Florida. Coverage shall be written on an occurrence form basis and respond as Primary as to the City. A per project aggregate limit shall apply or a separate Event Liability policy shall be procured to ensure the dedicated limits are provided for the User. User shall additionally provide waivers of subrogation under the above required policies. Failure of the User to provide certificates of insurance at least thirty (30) days prior to the Event shall constitute a material breach of this Facility Use Agreement and such may be terminated immediately thereafter.

(j) Require all of User's contractors or subcontractor, as well as vendors participating in the Event, except any governmental entities, to have at least \$500,000.00 per occurrence of General Liability coverage for their particular function, with limits applying on a per project basis including, but not limited to, personal and advertising injury, bodily injury, property damage, products & completed operations liability, and contractual liability. Coverage shall respond as primary as to the Contractor. Insurance covering workers compensation and employers liability shall also be provided. Each policy shall include a waiver of subrogation. Contractor shall provide to the Parks and Recreation Director copies of the User's contractors and subcontractors insurance certificates at least thirty (30) days prior to the Event. Failure of the User to provide the certificates of insurance shall constitute a material breach of this Facility Use Agreement and such may be terminated immediately thereafter.

(k) Promptly advise the Parks and Recreation Director of any damage to City property and/or facilities directly or indirectly resulting from the Event. The User shall be responsible for repairing any such damage.

(l) Provide the Event items as follows:

1. Overnight security of all Event areas;
2. All city permits for Event facilities, and set up and remove all materials, supplies and equipment as indicated in the schedule above;
3. Rent city facilities in the amount of \$10,258.94, and provide or rent any additional light towers, sign boards, or way finding signage, as determined by the User for safety;
4. Provide all audio equipment for stages;
5. Provide volunteer or staff member support to operate courtesy cart (if cart utilized), and to control the entrance and egress to the Handicapped Parking area;
6. Provide all event marketing;
7. Supply all tools, supplies and equipment;
8. Provide a User representative on site the entire event to handle any questions from patrons, vendors and the city;
9. Provide a performance bond in the amount of \$ 50,000.00;
10. Provide payment for city staff services in the amount of \$7,060.00 (balance after in-kind service contribution), a refundable utility deposit in the amount of \$1,240.00, Utility usage fees per 1000 gallons of water, set-in rental fees, special event fees and any additional services and fees as billed by the city;
11. Provide trained traffic volunteer to cover all barricades for the road closures; 12. Provide financial support to community projects in the amount of \$ _____.

3. The City hereby agrees it shall:

(a) Respond to 911 emergency requests for police, fire and emergency medical services before, during and after the Event.

(b) Coordinate with the Parks and Recreation Director, and exchange with User a written chain-of-command of Event and City officials including office, home and cell phone numbers for use by all Parties before, during and after the Event. The Parks and Recreation Director and/or his designees shall be provided access to the Event area during all phases of the Event.

(c) Provide in kind assistance of \$12,000.00 for a portion of the services identified on the attached Exhibit "A".

4. Additional Provisions.

(a) Non Occurrence/Cancellation. The City shall have the right to terminate this Agreement at any time in the event of a local, state, or federal declaration of emergency. The User shall give written notice to the City if it determines that it is necessary to cancel the Event. The notice shall contain the reason for the cancellation. Neither party shall be liable for the delay in the performance or failure to perform in whole or in part any term or obligation contained herein due to the occurrence of any contingency which is beyond its control or the control of any of its subcontractors or suppliers, including but not limited to: strikes, lockouts, actions or inactions of other governmental entities, jurisdictional actions, inefficient supply of fuel, electricity, or materials or supplies, or technical failure where reasonable care has been exercised, epidemics, acts of war or terrorism, embargoes, fire, earthquake, hurricane, windstorm, tornados, acts of God or default of common carrier.

(b) Commitment to Cooperate. The parties will coordinate in good faith to schedule and attend at least two planning meetings as are deemed necessary and prudent as the Event draws near.

(c) Accounting and Records. Each party shall maintain records pursuant to generally accepted accounting principles for four (4) years after the event or as otherwise required by law.

(d) Intellectual Property related to Event. All advertising and promotion work performed under this Agreement which is paid for by one party alone shall remain the property of said party. If the City and User share in the cost of such advertising and promotion, then the ownership shall be joint for whatever use and/or disposition as the parties may deem appropriate. User shall have the right to broadcast, rebroadcast, use, reproduce or transmit for any purpose whatsoever radio, television, pictures, sound, film and tape motion pictures and still photographs which are paid for and/or produced in relation to the Event contemplated hereby. It is the intent of the parties that any logo, trademark or service mark which is created for the Event by the User shall be deemed and shall remain the exclusive property of User.

(e) Attorney's Fees. The parties expressly agree that each party shall bear its own costs in reaching this Agreement, including any attorney's fees and court costs incurred in connection with interpretation or enforcement of its terms.

(f) Venue/Waiver of Jury Trial. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. The venue for any litigation under this Agreement shall be in Volusia County, Florida. The parties expressly and specifically hereby waive the right to a jury trial as any way connected to this Agreement.

(g) Entire Agreement. This Agreement constitutes the complete, full and wholly independent among the parties to this Agreement with regard to the matter contained herein. This Agreement also superseded all prior representation, statements, and understandings among the parties to this Agreement with respect to the matter and things addressed herein, either written or oral.

(h) Independent Contractor. It is the intent of all parties hereto that the User shall be legally considered an Independent Event Contractor and that neither it nor its employees shall, under any circumstances, be considered employees, servants or agents of the City. At no time shall the City be legally responsible for any

negligence on the part of User, its employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm or corporation.

(i) Compliance with Laws. The User shall comply with all federal, state and local laws and ordinances applicable to the Event and shall not discriminate on the grounds of race, color, religion, sex, age, or national origin in the performance of any obligation under this Agreement. This Agreement shall be subject to all federal, state, and local laws and ordinances.

(j) Severability. Should any section or part of any section of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or any part of any section of this Agreement,

(k) Notice. All notice, requests, demands, or other communication hereunder shall be in writing and shall be deemed to have been served within five (5) days of delivery to the U.S. Postal Service postage prepaid certified mail with return receipt requested at the address listed below, or upon the actual date of delivery, if hand delivered, to the address below. Either party may change the below-listed address at which it receives written notices by so notifying the other party hereto in writing.

TO: Parks and Recreation Director
City of Port Orange
4655 City Center Circle
Port Orange, Florida 32129
Phone: (386) 506-5852

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

TO: Festival Designs, LLC
P.O. Box 9355
Daytona Beach, Florida 32120
Phone: (386) 310-1622 or (386) 589-7689

(l) Waiver. No act of omission or communication of either party, including, without limitation, any failure to exercise any right, remedy, or recourse, shall be deemed to be a waiver, release, or modification of same. Such a waiver, release or modification is to be effected only through a written modification to this Agreement.

(m) Authority. Each of the signatories below certifies and warrants that each is empowered to act and execute this Agreement and that the terms contained herein have been approved by the necessary boards or members for the entities represented.

(n) Assignment. This Agreement may not be assigned by either party.

(o) Amendment. This Agreement may be amended only by written agreement of the parties. A party requesting amendment of the Agreement must propose such amendment in writing to the other party at least ninety (90) days prior to the proposed effective date of the amendment.

(p) Public Entities Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction for 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 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 for a period of 36 months from the date of being placed on the convicted vendor list. User warrants and represents that it is not currently and has never been placed on the convicted vendor list.

(q) Effective Date. The effective date of this Agreement shall be the date of approval and execution by both Parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

FESTIVAL DESIGNS, LLC
Contractor

By: _____

Printed Name: _____

Title: _____

Date Signed: _____

CITY OF PORT ORANGE
(Owner)

Attest:

By: _____
Allen Green, Mayor

Robin L. Fenwick, CMC, City Clerk

Date Signed: _____

EXHIBIT A

Parks & Recreation

Provide pre-event coordination of all departments
Place all barricades in appropriate locations
Install no parking signs in designated areas
Placement of all trash receptacles around event area
Maintain incident command for all city departments for the duration of the entire festival
Placement of all power pedestals
Troubleshooting of all electrical outlets
Coordinate extra trash dumpster, trash roll-off and trash truck
Maintain litter control throughout the duration of the event
Empty trash receptacles throughout the duration of the event
Empty each dumpster with trash truck as needed
Cleaning of restrooms at Lakeside, Gymnasium and existing port a lets
Assist with the placement of all light towers
Turn light towers on and off each night and morning of the event
Assess and eliminate any potential risk management issues that may arise before or during the event
Trimming of trees and bushes
Schedule mowing
Turn off irrigation
Spray for ants
Mulching if necessary
Blow off sidewalks
Inform Votran of street closures
Reschedule all conflicting youth/adult sports and activities
Provide signage in parking lots
Provide and place all restroom signage
Properly sign handicap parking areas
Inform Palmer, YMCA, Library, Thompson Pump and surrounding churches of event

Community Development

Onsite inspections of all pumpkin towers and stantions
Review signage requests and submit to council for approval

Police

- Provide security during the event
- Assist with traffic flow throughout the event
- Provide and coordinate VIP's
- Monitor parking lot availability
- Enforce all traffic and parking signage
- Provide digital sign for handicap lot

Public Utilities

- Provide water distribution location for vendors
- Monitor and charge the appropriate usage fees

Public Works

- Provide and deliver light towers
- Provide and deliver message boards
- Check all GFI's around City Center
- Turn off irrigation around City Center
- Provide staff to open and close City Hall
- Service restrooms inside City Hall
- Provide staff for trash clean-up around City Hall and Library
- Provide extra signage, barricades and cones as necessary
- Provide and Deliver extra dumpster, roll-off and trash truck
- Coordinate and approve any displays or activities taking place on City Hall Plaza, green spaces and lake

Risk Manager

- Review and approve all insurance required for the event
- Monitor and inspect event during setup of the event and identify and potential risks.

Fire

- Provide ERV during the event
- Inspection and permit approval of firework display and candle lighting

**Draft contract received
on December 9, 2014
from Scott Chesley**

**GREAT PUMPKIN FEST DAYS
SPECIAL EVENT AND FACILITY USAGE AGREEMENT**

THIS AGREEMENT dated this ____ day of ____, 2014, by and between City of Port Orange, Florida, City Council, hereinafter referred to as "City", and Festival Designs LLC, a Florida limited liability company based out of Daytona Beach, Florida, hereinafter referred to as the "User."

WITNESSETH:

WHEREAS, the User wishes to use a portion of the City Center for the purposes of planning, producing, promoting, advertising, managing and operating the special event to be known as Great Pumpkin Fest Days (the "Event"); and

WHEREAS, the City is willing to allow such use of a portion of the airport for the purposes of the Event and otherwise agrees to cooperate and assist with such purposes under the following terms and conditions.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. The City hereby allows the User to utilize those portions of City Center not leased to others, and as further defined on the attached Exhibit "A" for the purpose of producing and conducting the Event on _____, ____, 201____, and in accordance with the following schedule:

- | | | |
|----|----------------|---|
| a. | Set-Up Phase | Monday through Thursday of the week
immediately prior to the Event |
| b. | Clean-Up Phase | Monday through Thursday of the week
immediately after the Event |

c. The allowable hours for each phase will be coordinated with and approved by the Parks and Recreation Director. Each Phase may be extended by the agreement of the User and the Parks and Recreation Director if needed, provided the User is progressing in good faith to remove all equipment and materials from airport property, and provided that said equipment and materials are not interfering with the necessary operations of the facility.

2. The User hereby agrees that it shall:

a. Be solely responsible for ensuring that all events occurring on the premises are conducted in a safe and professional manner, in accordance with all applicable federal, state and local laws and the airport rules and regulations.

b. Be solely responsible for providing the necessary personnel to install, repair, alter, and remove the equipment, facilities or trash required to conduct the show and to leave the premises in the same or better condition as existed before the Event.

c. The plan for waste disposal during the Event shall be coordinated with, provided to, and subject to approval by the Parks and Recreation Director. If the User fails to clean up the premises following the Event or fails to otherwise remove debris, trash, equipment, facilities or any other materials that were not on the subject property prior to the Event, the City shall promptly respond and clean up the premises within twenty-four (24) hours of such notice. If the User fails to clean up the premises within such time, the City reserves the right to contract to have the premises cleaned and the User agrees to fully reimburse the County for all expenses within thirty (30) days of receipt of an invoice.

d. Notify the City in writing of any special instructions which must be issued by the Parks and Recreation Director to facility users, to safely and properly conduct the Event and to otherwise fully advise the Parks and Recreation Director with complete and updated Event information.

e. Supply in writing to the Parks and Recreation Director, at least 90 days prior to the Event, a copy of the proposed layout for the Event. The site layout plan shall be subject to approval by the Parks and Recreation Director and applicable City departments.

f. Conduct sufficient investigation prior to the execution of this Agreement and is satisfied as to the conditions affecting the services required hereunder, the availability of materials and labor and the costs related thereto, and the requirements necessary to obtain and complete the services within the times frame set forth. User warrants to the City that it has the competence and abilities to carefully, professionally, and faithfully complete the services in the manner and within the time frame set forth. User will perform the services with due and reasonable diligence consistent with sound professional and labor practices.

g. Be solely responsible for securing permits by any governmental entity and supplying a copy of those permits to the Parks and Recreation Director.

h. Defend, indemnify and hold harmless the City, and its officials, officers, agents, employees and representatives, past, present and future, from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including, but not limited to attorney fees, court costs, and expert fees), of any nature whatsoever arising out of any incident to this Agreement and/or the use or occupancy of the premises or the acts of omissions of the User, officers, agents, employees, contractors, subcontractors, licensees, or invitees, regardless of where the injury, death or damage may occur, unless such injury death or damage is caused by the negligence of the City.

The User agrees that nothing herein shall be construed as a waiver of the City's sovereign immunity, provided by the Florida Constitution or the provisions of Section 768.28, Florida Statutes (2012) or a consent by the County to be sued by a third party.

i. Provide to the City a certificate of insurance providing for a commercial general liability insurance policy with policy limits of at least \$1,000,000.00 per occurrence to include, but not limited to personal and advertising injury, bodily injury, property damage, products liability, and contractual liability. The City shall be named an additional insured and certificate of insurance shall be provided to the City. The policies must be specifically endorsed to grant the City 30 days advance notice of any material change or cancellation of coverage. Coverage shall be written on an occurrence form basis and respond as Primary. A per project aggregate limit shall apply or a separate Event Liability policy shall be procured to ensure the dedicated limits are provided for the User. User must additionally provide waivers of subrogation under the above required policies. Failure of the User to provide the certificates of insurance at least thirty (30) days prior to the Event date shall constitute a material breach of this Facility Use Agreement and such may be terminated immediately thereafter.

j. Require all of User's contractors or subcontractors, as well as vendors participating in the Event, except any governmental entities, to have at least \$500,000.00 per occurrence of General Liability coverage for their particular function, with limits applying on a per project basis including, but not limited to, personal and advertising injury, bodily injury, property damage, products & completed operations liability, and contractual liability. Coverage shall respond as primary. Insurance covering workers compensation and employers liability shall also be provided. Each policy should include a waiver of subrogation.

k. Promptly advise the Parks and Recreation Director of any damage to City property and/or facilities directly or indirectly resulting from the Event. The User shall be responsible for repairing any such damage.

3. The City hereby agrees it shall:

a. Be solely responsible for providing adequate police, fire and emergency medical services before, during and after the Event. At least one certified law enforcement officer must be utilized to prevent inadvertent entry into operational areas of the airport during the entire time of the Event, including set up and clean up phases.

b. Be solely responsible for traffic/crowd control during the entire time this Agreement is in effect. This responsibility includes removing persons from restricted areas during the Event and clearly marking the limits to which the User and invited guests, including but not limited to, contractors, subcontractors, event participants and spectators have authorized access.

c. Be solely responsible for facility permit and license user fees as outlined in addendum "A" Great Pumpkin Fest Days Facility User Fees as a co-sponsor of the event.

d. Coordinate with, by way of the Parks and Recreation Director, and supply to User a written chain-of-command of event officials including office, home and cell phone numbers for use by all parties before, during and after the Event. The Parks and Recreation Director and/or his designees shall be provided access to the Event area during all phases of the Event.

4. Additional Provisions.

a. Non Occurrence/Cancellation. The City shall have the right to terminate this Agreement at any time in the event of a local, state, or federal declaration of emergency.

The User shall give written notice to City if it determines that it is necessary to cancel the Event. The notice shall contain the reason for the cancellation.

Neither party shall be liable for delay in performance or failure to perform in whole or in part any term or obligation contained herein due to the occurrence of any contingency which is beyond its control or the control of any of its subcontractors or suppliers, including but not limited to: strikes, lockouts, actions or inactions of other governmental entities, jurisdictional actions, inefficient supply of fuel, electricity, or materials or supplies, or technical failure where reasonable care has been exercised, epidemics, acts of war or terrorism, embargoes, fire, earthquake, hurricane, windstorm, tornados, acts of God or default of common carrier.

b. Renewal. The City grants to the User an option to renew this Agreement for up to five (5) annual renewals for the years 2016 - 2020. The User must notify the City in writing no later than eight (8) months prior to the proposed future event date of its intention to exercise this option to renew for the upcoming year. Each year the User must coordinate with and receive written approval from the Parks and Recreation Director for the annual Great Pumpkin Fest Days event. Notwithstanding the grant of limited option provided herein, the City shall have the right to terminate any or all of the options to renew for any or no reason provided that the City must provide the User written notice of such termination no later than December 31 of the year prior to the next year's scheduled event. If the User fails to exercise its option for any year, the terms of this Agreement shall terminate. If, however, the User does elect to exercise its limited option provided herein, and obtains the necessary written approval from the Airport Director, the terms of this Agreement shall remain in full force and effect.

c. Commitment to Cooperate. The parties agree to assist and cooperate fully in all stages of planning for the Event and shall execute all necessary papers to effectuate same. The parties will coordinate in good faith to schedule and attend planning meetings as are deemed necessary and prudent as the Event date draws near.

d. Accounting and Records. Each party shall maintain records pursuant to generally accepted accounting principles for four (4) years after the event.

e. Intellectual Property related to Event. All advertising and promotion work performed under this Agreement which is paid by one party alone shall remain the property of said party. If the City and User share in the cost of such advertising and promotion, then the ownership shall be joint for whatever use and/or disposition as the parties may deem appropriate. User shall have the right to broadcast, rebroadcast, use, reproduce or transmit for any purpose whatsoever radio, television, pictures, sound, film and tape motion pictures and still photographs which are paid for and/or produced in relation to the Event contemplated hereby. It is the intent of the parties that any logo, trademark or servicemark which is created for the Event by User shall be deemed and shall remain the exclusive property of User.

f. Non-Compete. For a period of five (5) years after the Effective Date of this Agreement, the City shall not, directly or indirectly, solicit, entice, implement or organize any festivity comparable to the Special Event at issue without the express written permission of User.

g. Attorney's Fees. The parties expressly agree that each party shall bear its own costs in reaching this Agreement, including any attorneys' fees and court costs incurred in connection with interpretation or enforcement of its terms.

h. Venue/Waiver of Jury Trial. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. The venue for any litigation under this Agreement shall be in Volusia County, Florida. The parties expressly and specifically hereby waive the right to a jury trial as to any issue in any way connected to this Agreement.

i. Entire Agreement. This Agreement constitutes the complete, full and wholly independent agreement among the parties to this Agreement with regard to the matter contained herein. This Agreement also supersedes all prior representation, statements, and understandings among the parties to this Agreement with respect to the matter and things addressed herein, either written or oral.

j. Independent Contractor. It is the intent of the parties hereto that the User shall be legally considered an Independent Event Contractor and that neither it nor its employees shall, under any circumstances, be considered employees, servants or agents of the City. At no time shall City be legally responsible for any negligence on the part of User, its employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm or corporation.

k. Compliance with Laws. The User shall comply with all federal, state and local laws and ordinances applicable to the Event and shall not discriminate on the grounds of race, color, religion, sex, age, or national origin in the performance of any obligation under this Agreement. This Agreement shall be subject to all federal, state, and local laws and ordinances.

l. Severability. Should any section or part of any section of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such a

determination shall not render void, invalid, or unenforceable any other section or any part of any section of this Agreement.

m. Notice. All notice, requests, demands, or other communication hereunder shall be in writing and shall be deemed to have been served as of the delivery date appearing upon the return receipt if sent by certified mail, postage prepaid with return receipt requested at the address listed below, or upon the actual date of delivery, if had delivered, to the address below. Either party may change the below-listed address at which it receives written notices by so notifying the other party hereto in writing.

TO: Parks and Recreation Director
City of Port Orange
4655 City Center Circle
Port Orange, Florida 32129
Phone: (386) 506-5852

COPIES TO: City Manager
City of Port Orange
1000 City Center Circle
Phone: (386) 505-5501

TO: Festival Designs, LLC
PO Box 9355
Daytona Beach, FL 32120
Phone: (386) 235-9068

n. Waiver. No act of omission or commission of either party, including, without limitation, any failure to exercise any right, remedy, or recourse, shall be deemed to be a waiver, release, or modification of same. Such a waiver, release or modification is to be effected only through a written modification to this Agreement.

o. Authority. Each of the signatories below certifies and warrants that each is empowered to act and execute this Agreement and that the terms contained herein have been approved by the necessary boards or members for the entities represented.

p. Assignment. This Agreement may not be assigned by either party.

q. Amendment. This Agreement may be amended only by written agreement of the parties. A party requesting amendment of the Agreement must propose such amendment in writing to the other party at least ninety (90) days prior to the proposed effective date of the amendment.

r. Public Entities Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction for 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 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 for a period of 36 months from the date of being placed on the convicted vendor list. User warrants and represents that it is not currently and has never been placed on the convicted vendor list.

s. Effective Date. The effective date of this Agreement shall be the date of approval by the City.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE
TO FOLLOW**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

ATTEST:

**CITY COUNCIL
CITY OF PORT ORANGE, FLORIDA**

_____, **CLERK**

_____, **CITY MANAGER**

**APPROVED AS TO FORM AND
CORRECTNESS:**

CITY ATTORNEY

User:

FESTIVAL DESIGNS, LLC

Witness

By: _____
Name: _____

Witness

Title: _____

Great Pumpkin Fest Days

- 1) Signed contract within 10 days. By 12-19-14**
- 2) All fees for the 2015 Great Pumpkin Fest Days to be waived.**

To include fees related to:

- Park Utilities**
- Public Works**
- Risk Management**
- Parks & Recreation**
- Community Development**
- Police**
- Public Utilities**
- Public Works**
- Fire**
- Any and all permits and inspections required by the City of Port Orange.**
- Use of Amphitheater**
- Use of the Community Center**
- No utility deposits.**

**Prepared by Parks and Recreation Department
Susan Lovallo, Director
September 8, 2014**

Pumpkin Festival 2015

October 23- 25, 2015

Overview:

The following will outline the responsibilities of the City and the Event Planner (Festival Designs, Scott Chesley PO Box 9355 Daytona Beach, Florida 32120). The City Council has approved \$12, 000 in-kind support toward the event on May 27, 2014 and the event planner asked for them to waive the rental fees on August 5, 2014. The event was deferred until October 23- 25, 2015 and Council did not provide direction on whether or not it would increase the in-kind support to \$20,000 from the original \$12,000 just that they thought it would be best to defer the event until 2015.

Event Logistics:

The event planner will be permitted to start setting equipment on site in zone one, which is north of the circle between the soccer fields and circle and between fields 4 and 5 at city center sports complex, on October 18, 2015 after 8am. On October 21, 2015 the event planner may begin setting equipment in after 9:00a.m. in zone 2 which is City Hall Green Space, Veterans Park and Amphitheater. Zone three set in which is the circle, amphitheater and LSCC, can begin set in on Friday October 23, 2015 at 9am.

The event planner will have to have all items removed and cleaned from Zone 3 by Monday October 26, 2015 at 4:00a.m., Zone 2 will have to be cleaned and cleared by Tuesday October 27, 2015 at 12:00p.m and Zone three by October 30, 2015 at 3:00pm.

The following are other items that will be the responsibility of the event planner but are not limited to just these items.

Provide overnight security of the event site.

Set in and remove all materials and supplies as indicated by the schedule above.

Purchase or rent any additional light towers, sign boards, or way finding signage as needed.

Provide all audio equipment needed for stages.

Provide volunteer or staff member to operate courtesy cart (if planner decides not to use cart omit)

Provide volunteer or staff person to control the entrance and egress to the Handicapped Parking area.

Provide all event marketing.

Supply all tools and supplies.

Have a representative on site the entire event to handle any questions from patrons, vendors or city.

Provide a performance bond in the amount specified by the city for removal of all proposed structures.

Provide a One Million Dollar liability insurance policy listing the City of Port Orange as an additional insured.

Event planner will be responsible to repair or replace any damage to the event site.

Provide City with signed contract that will be drafted by City Attorney.

In the event that the VIPs cannot cover all the barricades for the road closure the event planner will have to hire volunteers or staff to cover this function.

In the event that the event is cancelled due to acts of God, the city will not charge the event planner for any staff that did not report to site. If staff report to site and are released early event planner will still be responsible for some charges for services as outlined in each department bargaining units and civil service rules.

The following will be provided by the City of Port Orange and is included in the fees paid to the City as outlined in Exhibit "A" outline of services for the Pumpkin Festival 2015.

Parks & Recreation

Provide pre-event coordination of all departments
Place all barricades in appropriate locations
Install no parking signs in designated areas
Placement of all trash receptacles around event area
Maintain incident command for all city departments for the duration of the entire festival
Placement of all power pedestals
Troubleshooting of all electrical outlets
Coordinate extra trash dumpster, trash roll-off and trash truck
Maintain litter control throughout the duration of the event
Empty trash receptacles throughout the duration of the event
Empty each dumpster with trash truck as needed
Cleaning of restrooms at Lakeside, Gymnasium and existing port a lets
Assist with the placement of all light towers
Turn light towers on and off each night and morning of the event
Assess and eliminate any potential risk management issues that may arise before or during the event
Trimming of trees and bushes
Schedule mowing
Turn off irrigation
Spray for ants
Mulching if necessary
Blow off sidewalks
Inform Votran of street closures
Reschedule all conflicting youth/adult sports and activities
Provide signage in parking lots
Provide and place all restroom signage
Properly sign handicap parking areas
Inform Palmer, YMCA, Library, Thompson Pump and surrounding churches of event

Community Development

Onsite inspections of all pumpkin towers and stantions
Review signage requests and submit to council for approval

Police

Provide security during the event
Assist with traffic flow throughout the event
Provide and coordinate VIP's
Monitor parking lot availability
Enforce all traffic and parking signage
Provide digital sign for handicap lot

Public Utilities

Provide water distribution location for vendors
Monitor and charge the appropriate usage fees

Public Works

Provide and deliver light towers
Provide and deliver message boards
Check all GFI's around City Center
Turn off irrigation around City Center
Provide staff to open and close City Hall
Service restrooms inside City Hall
Provide staff for trash clean-up around City Hall and Library
Provide extra signage, barricades and cones as necessary
Provide and Deliver extra dumpster, roll-off and trash truck
Coordinate and approve any displays or activities taking place on
City Hall Plaza, green spaces and lake

Risk Manager

Review and approve all insurance required for the event
Monitor and inspect event during setup of the event and identify and potential risks.

Fire

Provide ERV during the event
Inspection and permit approval of firework display and candle lighting



CITY OF PORT ORANGE

1000 City Center Circle, Port Orange, FL 32129

Parks and Recreation Special Event Estimate

Renter: Scott Chesley

Event: Great Pumpkin Fest Days

Rental Date: 10/23-25/15

Phone: 386-589-7689

Prepared: 9/4/2014

ITEM	TIMES	QTY	UNIT	RATES	TOTAL	TAX
Location: Lakeside Community Center						
Rental 10/23/15	5:00PM-11:00PM	6	Hours	\$ 75.00	\$ 450.00	\$ 29.25
Rental 10/24/15	8:00AM-11:00PM	15	Hours	\$ 100.00	\$ 1,500.00	\$ 97.50
Rental 10/25/15	8:00AM-9:00PM	13	Hours	\$ 100.00	\$ 1,300.00	\$ 84.50
Location: Kenneth W. Parker Amphitheater						
Rental 10/23/15	5:00PM-11:00PM	6	Hours	\$ 75.00	\$ 450.00	\$ 29.25
Rental 10/24/15	10:00AM-11:00PM	13	Hours	\$ 75.00	\$ 975.00	\$ 63.38
Rental 10/25/15	10:00AM-9:00PM	11	Hours	\$ 75.00	\$ 825.00	\$ 53.63
Location: City Center Circle						
Rental 10/23/15	8:00AM-11:00PM	15	Hours	\$ 62.50	\$ 937.50	\$ 60.94
Rental 10/24/15	10:00AM-11:00PM	13	Hours	\$ 62.50	\$ 812.50	\$ 52.81
Rental 10/25/15	10:00AM-9:00PM	11	Hours	\$ 62.50	\$ 687.50	\$ 44.69
Special Event Fees						
Barricades	All	14	Unit	\$ 2.00	\$ 28.00	\$ -
Trash Cans	All	75	Unit	\$ 2.00	\$ 150.00	\$ -
Electricity (Pedestals)	All	4	Unit	\$ 50.00	\$ 200.00	\$ -
Water Hook Up	All	2	Unit	\$ 25.00	\$ 50.00	\$ -

Total Facility Costs	\$ 7,937.50
Total Special Event Fees	\$ 428.00
Total Tax	\$ 457.44
Invoice Total	\$ 8,822.94

**Set-in rental fees, special event staff services and special event fees are not included and unknown at this time.

**Notice: This is an estimate of services and fees for the proposed special event. Any additional services and fees are subject to be billed or deducted as necessary.



CITY INVOICE

PUMPKIN FESTIVAL 2015

DEPARTMENT	OVERTIME MAN HOURS	OVER TIME RATE	COST	SERVICE/ RENTAL FEE
<i>Parks & Recreation</i>	306	\$ 25.00	\$ 7,650.00	\$ 8,822.94
<i>Community Development</i>	0	\$ -	\$ -	\$ 50.00
<i>Police</i>	154	\$ 40.00	\$ 6,160.00	
<i>Public Utilities ***</i>	0	\$ -	\$ -	\$ 324.00
<i>Public Works</i>	120	\$ 25.00	\$ 3,000.00	\$ 962.00
<i>Fire</i>	30	\$ 75.00	\$ 2,250.00	\$ 100.00
<i>Risk Manager</i>	0	\$ -	0	
TOTAL	610		\$ 19,060.00	\$ 10,258.94
		Grand total	\$	29,318.94
City sponsorship			\$	(12,000.00)
		amount due	\$	17,318.94

*** a refundable deposit of \$1240
is required and a usage fee per
1000 gallons is attached in
services outline.