



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

JULY 19, 2016

AGENDA

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

A. OPENING

1. Pledge of Allegiance
2. Silent Invocation
3. Roll Call
4. Rules of Procedure

B. AGENDA APPROVAL

C. PUBLIC HEARING

5. First Reading - Ordinance No. 2016-10 - LDC Amendment (Chapters 2 and 17) -
Allowing the use of MDA in the PC-A Workplace Zoning District, Case No. 16-25000002

D. SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

6. Port Orange/South Daytona Chamber of Commerce Quarterly Report
7. Parks and Recreation Month Proclamation

E. BOARD APPOINTMENTS, INTERVIEWS, REPORTS

8. Citizen Advisory Committee for TPO
9. Golf Advisory Board Report
10. Library Advisory Board Report

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

G. COUNCIL COMMENTS

11. Comments/Concerns from Council Members

H. CONSENT AGENDA

12. Approval of Minutes - June 21, 2016 - Regular City Council Meeting

13. Resolution No. 16-35 - Budget Appropriation

*Air Conditioner for Allen Green Center (Palmer Clinic) \$40,000

14. Bid Awards and Contract Items

- a. Extension of Contract Services for Bid 11-08 Collection and Disposal of Solid Waste, Yard Waste and Recyclable Materials with Waste Pro of Florida, Inc.
- b. Award of ITB #16-19 City Hall Breakroom Remodeling and Pedestrian Bridge Repair to A.G. Pifer Construction Company, Inc.
- c. Task Authorization No 10 under the Master Contract for Engineering Services with Quentin L Hampton Associates, Inc.
- d. Change Order No 1 to the Standard Contract for Services with Samsula Waste, Inc, dated May 26, 2016
- e. Task Authorization No 5 under the Master Contract for Engineering Services to Wade Trim, Inc. for the Onsite Wastewater Treatment System Evaluation Study
- f. Award RFP #16-05 Virtual Desktop Infrastructure Solution to Extensys, Inc.,
- g. Service Contract with Halifax Humane Society
- h. Change Order No. 1 to Vintage Painting, Inc. for Exterior Painting of Police Department Building Complex-OBM006
- i. Contract Extension With Management Partners, Inc. for Strategic Planning Services
- j. Assignment of Contract for Commercial/Industrial Realtor Services
- k. Task Authorization No. 4 to the contract with Traffic Engineering Data Solutions, Inc. (TEDS) for design and permitting of the Victoria Gardens Sidewalk.

15. Approval of Utilities Commission of New Smyrna Beach Interlocal Agreement

16. Resolution No. 16-36 – Easement Vacation – Lot 46, Hamlet Subdivision – First Addition

17. Resolution No. 16-37 - 2015 Edward Byrne Memorial Justice Assistance Grant (JAG) Program

18. Proposed License Agreement – Sawgrass Point PUD

19. Major Special Event Request - Volusia Flagler Family YMCA River Sprint Triathlon

20. City Attorney's Report FY16 - Third Quarter

I. REGULAR AGENDA

21. Spruce Creek Kayak Launch

22. Approval of Fiscal Year 2017 Strategic Plan

23. First Reading - Ordinance No. 2016-12 - Code Enforcement Lien Reduction

24. Non Ad Valorem Assessment - Stormwater

a. First Reading - Ordinance No. 2016-13 - Utilize Non Ad Valorem Assessments

b. Resolution No. 16-38 - Amending the Non Ad Valorem Assessment Roll

c. Volusia County Tax Collector Cost Reimbursement

d. Volusia County Property Appraiser Cost Reimbursement

J. COMMENTS

25. City Attorney Comments

a. Yorktowne property transfer and proposed closing on or before July 26

26. City Manager Comments

K. COUNCIL COMMITTEE REPORTS

27. City Council Committee Reports

a. YMCA (Meeting held 6/15/16)

b. River to Sea TPO (Meeting held 6/22/16)

c. ArtHaus

d. Chamber of Commerce

e. Roundtable of Elected Officials

f. Library Advisory Board

L. ADJOURNMENT

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

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

DAYS PRIOR TO THE MEETING DATE; IF YOU ARE HEARING OR VOICE IMPAIRED, CONTACT THE RELAY OPERATOR AT 1-800-955-8771.

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



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 07/19/2016

Consent item: No

SUBJECT: First Reading - Ordinance No. 2016-10 - LDC Amendment (Chapters 2 and 17) - Allowing the use of MDA in the PC-A Workplace Zoning District, Case No. 16-25000002

DEPARTMENT: Community Development

GOAL: 3 - Economic Development

OBJECTIVE: N/A

RECOMMENDED MOTION: Move to approve Ordinance 2016-10, amending Chapters 2 and 17 of the Land Development Code.

SUMMARY: Planning Commission Action (6/23/16): Recommended Approval

The proposed Land Development Code (LDC) amendment is to allow any property owner within the Planned Community-Agriculture (PC-A) Workplace zoning district to submit an application for approval of a Master Development Agreement (MDA) and Conceptual Development Plan (CDP) for property within the PC-A Workplace zoning district (see Figure 1 of the Staff Report – blue shaded area). The proposed amendment also modifies the definition of a Master Development Agreement to state that a MDA can be proposed within the PC-A Workplace zoning district.

If the LDC Amendment is approved, any proposed MDA and CDP would be reviewed by the City Council to determine if it complies with the overall goals of the PC-A Workplace District. This proposed application and approval process for a MDA and CDP would be similar to the MDAs and CDPs associated with Planned Commercial Development (PCD) and Planned Unit Development (PUD) zoning that has been common practice in Port Orange for the past couple decades and the use of MDAs and CDPs in the PC-R zoning district.

This amendment was discussed at the May 17, 2016, City Council meeting and will facilitate the proposed development plan for Thompson Pump at the Port Orange Business Park location.

Project Funding Account
No.: No.:

ATTACHMENTS:

1.	Staff Report	CC_Staff Report - PC-A Workplace_MDA's_CDPs.pdf
2.	Ordinance No. 2016-10	LDC Ch.2 and 17.pdf

Penelope Cruz
Wayne Clark
Margaret Roberts
M. Jake Johansson

Created/Initiated - 06/24/2016
Approved - 06/24/2016
Approved - 07/14/2016
Final Approval - 07/14/2016



STAFF REPORT
LDC Amendments/Chapters 2 and 17
CASE NO. 16-25000002

REQUEST: To amend the Land Development Code (LDC) to allow a property owner to apply and request approval of a Master Development Agreement (MDA) and Conceptual Development Plan (CDP) for property within the Planned Community-Agriculture (PC-A) Workplace zoning district.

APPLICANTS: City of Port Orange

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

STAFF RECOMMENDATION: **Approval**

PLANNING COMMISSION ACTION: Approval

CITY COUNCIL DATE: July 19, 2016

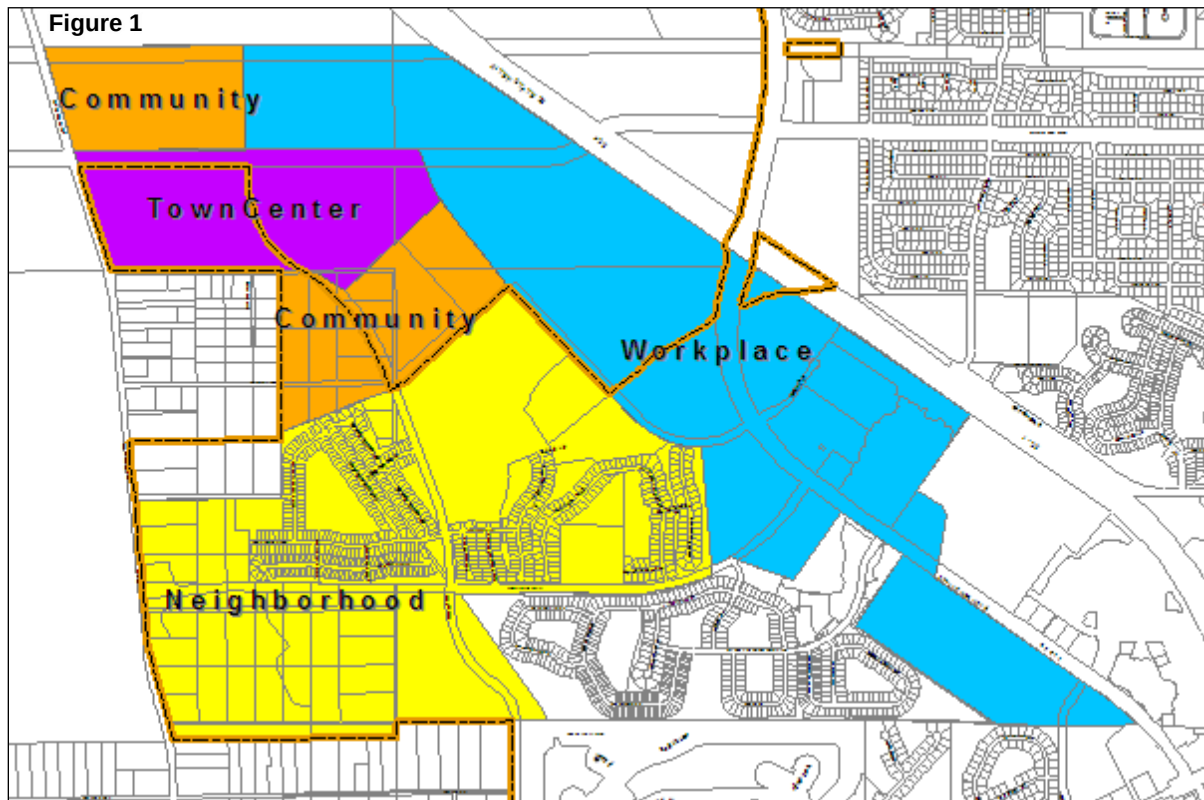
DISCUSSION:

The proposed Land Development Code (LDC) amendment is to allow any property owner within the Planned Community-Agriculture (PC-A) Workplace zoning district to submit an application for approval of a Master Development Agreement (MDA) and Conceptual Development Plan (CDP) for property within the PC-A Workplace zoning district (see Figure 1 – blue shaded area). The amendment also modifies the definition of a Master Development Agreement to state that a MDA can be proposed within the PC-A Workplace zoning district.

The PC-A Workplace district was originally envisioned as an area that would be developed with regional office complexes similar to the Heathrow area near Orlando and the area south of Jacksonville, with a possible connection to I-4. However, due to the recession and other factors, the focus of the PC-A Workplace District has expanded to also include manufacturing uses. The proposal to allow MDAs within the Workplace District allows a property owner to request flexibility in the code requirements related to manufacturing uses. If the LDC Amendment is approved, any proposed MDA and CDP would be reviewed by the City Council to determine if it complies with the overall goals of the PC-A Workplace District. The proposed use of the MDA and CDP is currently allowed in the PC-R (Planned Community-Riverwalk) zoning district.

The PC-A Workplace zoning district is approximately 420 acres of land within the ±1,200-acre PC-A zoning district. The PC-A zoning district was adopted in 2002 to provide a flexible way to create a master planned mixed-use community on the west side of I-95. The PC-A zoning district was divided into four districts with specific development guidelines for each district:

1. *West Town Center District* — Intended to create a mixed-use area in a pedestrian-oriented town center.
2. *Community District* — Intended to function as a transition area between the West Town Center and the Neighborhood and Workplace districts. The primary land use is residential. Recreational, institutional, commercial, and conservation/open space uses are also allowed in this district in areas specifically designated on the macro and micro Conceptual Development Plans (CDPs).
3. *Neighborhood District* — Intended to accommodate a variety of standard suburban residential housing types at varying densities, as well as neighborhood-scale office and commercial developments in areas specifically designated on the macro and micro CDPs.
4. *Workplace District* — Intended to provide regional employment to support local and regional markets, while creating a link between the various uses within the district and the other districts, especially the West Town Center and Community districts. The primary use of this district is for commercial and industrial purposes.



This proposed application and approval process for a MDA and CDP would be similar to the MDAs and CDPs associated with Planned Commercial Development (PCD) and Planned Unit Development (PUD) zoning that has been common practice in Port Orange for the past couple decades and the use of MDAs and CDPs in the PC-R zoning district. The proposed amendment requires a Planning Commission recommendation and City Council decision to approve or deny the proposed MDA and CDP. There are currently over 100 MDAs and CDPs that have been approved through this process. The difference with this proposed process is that no property will be rezoned with the approval of a MDA and CDP within the PC-A. For a majority of the MDA and CDP applications, a rezoning to PUD or PCD is part of the development proposal.

The MDA and CDP would not grant approval of any specific development itself, but rather establishes parameters for how the property can be developed. The property owner would still be required to submit a site plan for final review and approval according to the requirements in the MDA and LDC.

The proposed amendment to the LDC allows an applicant to request a MDA and CDP for property within the PC-A Workplace District. The MDA and CDP will then be reviewed by the City Council to determine if the development proposed adds to the overall Planned Community and could integrate with future developments to achieve the overall goals for the area. A proposed MDA and CDP would only apply to a specific area within the PC-A Workplace zoning district and the boundary would be identified on the City Zoning Map.

Consistency with Comprehensive Plan:

The proposed amendments are generally consistent with the City's Comprehensive Plan and the goals and standards of the *Planned Community-Westside* Future Land Use designation. The City's Comprehensive Plan states that the Planned Community-Westside, is intended to create a mixed-use, pedestrian-friendly community that increases the available inventory of commercial, industrial, and institutional land uses by integrating them with residential uses, minimizes automobile trips, and promotes environmental protection.

RECOMMENDATION:

Approval of the request to amend Chapter 2 and Chapter 17, Section 29(e) of the Land Development Code.

Attachments

Exhibit A – Proposed Land Development Code Amendments (see Ordinance Exhibit)

ORDINANCE NO. 2016-10

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA AMENDING THE LAND DEVELOPMENT CODE; AMENDING CHAPTER 2, SECTION 2 TO REVISE THE DEFINITION OF A MASTER DEVELOPMENT AGREEMENT (MDA); AMENDING CHAPTER 17, SECTION 29 TO ALLOW THE USE OF MDA IN THE PLANNED COMMUNITY-AGRICULTURE (PC-A) WORKPLACE ZONING DISTRICT AND OUTLINING THE PROCEDURE THEREFORE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planned Community-Agriculture (PC-A) Workplace zoning district consists of approximately 420 acres within the +/- 1,200 acre PC-A zoning district; and

WHEREAS, the PC-A Workplace zoning district was originally envisioned as an area to be developed as regional office complexes, but has expanded now to include manufacturing uses; and

WHEREAS, the use of a Master Development Agreement (MDA) allows a developer to request flexibility in the code requirements related to manufacturing uses; and

WHEREAS, the Planning Commission has recommended adoption of this Ordinance to amend the Land Development Code; and

WHEREAS, for purposes of this ordinance words with underlined (underlined) type shall constitute additions to the original text and words with strikethrough (~~strikethrough~~) type shall constitute deletions from the original text.

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

SECTION 1: The City Council hereby amends Chapter 2, Section 2 of the Land Development Code, to revise the definition of “master development agreement (MDA)” to read as follows:

Chapter 2 - DEFINITIONS AND INTERPRETATIONS

Section 2: - Definitions.

Master development agreement (MDA). An agreement between the city and a property owner/developer generally prepared in conjunction with a planned unit development, planned commercial development or development of property within the PC-R (Planned Community—Port Orange Riverwalk) zoning district or the PC-A (Planned Community-Agriculture) Workplace zoning district. The agreement allows unique and innovative land development proposals by establishing new development parameters, conditions, and requirements.

SECTION 2: The City Council hereby amends Chapter 17, Section 29 of the Land Development Code, to read as follows:

Chapter 17 - ZONING DISTRICT REGULATIONS

Section 29: - Planned community—Agricultural (PC-A) district.

(e) Workplace district.

- (1) Purposes and intent. The primary use of this district shall be for commercial and industrial purposes; however, some multifamily residential uses may be permitted nearby employment centers and commercial development that serves the general and specialized shopping needs and services of the residents, pursuant to the conditions provided by subsection 2(c) below. Although development in this district is expected to provide a regional employment base and cater to the local and regional market, there shall also be a link between the various uses within the district and other districts, especially the west town center district and the community district, and the adjacent regional commercial node.
- (2) Permitted uses. The macro CDP recognizes two primary categories of uses in the workplace district: commercial and office/industrial; however, multifamily residential may be incorporated into the workplace district as detailed in subsection (c) below.

(a) Commercial.

- (1) Permitted uses. Permitted uses shall be the same as for the HC and ICD zoning districts, as described in this chapter. Agricultural uses shall be permitted as provided by subsection (f) below. Residential uses shall be permitted as provided by subsection (c) below.
- (2) Permitted uses with special development requirements. Permitted uses with special development requirements, shall be the same as for the HC and ICD zoning districts, and shall meet all applicable special development criteria as outlined in chapter 18, section 4 of this code.
- (3) Special exception uses. Except those uses prohibited below, special exception uses noted in HC and ICD zoning districts are also special

exception uses in the commercial sub-district, and shall meet all applicable special development criteria as outlined in chapter 18, section 3 of this code.

- (4) Prohibited uses. Adult entertainment and tattoo parlors shall be prohibited.

- (5) Dimensional requirements.

STANDARD	COMMERCIAL
Max. building height	60 ft.
Min. lot size	30,000 sq. ft.
Min. lot width	150 ft.
Building coverage	35%
Setbacks:	
Front yard:	Equal to right-of-way landscape buffer width
Side yard:	20 ft.
Rear yard:	25 ft.
Open Space	30%
Common Open Space	0%

- (b) Office/industrial.

- (1) Permitted uses. Permitted uses shall be the same as for the CI and LI zoning districts. Agricultural uses shall be permitted as provided by subsection (f) of this chapter [section]. Residential uses shall be permitted as provided by subsection (c) below.
- (2) Permitted uses with special development requirements. Permitted uses with special development requirements shall be the same as for the CI and LI zoning districts, and shall meet all applicable special development criteria as outlined in chapter 18 of this code.
- (3) Special exception uses. Those noted in CI and LI zoning districts are also special exception uses in the office/industrial sub-district, and shall meet all applicable special development criteria as outlined in chapter 18, section 3 of this code.
- (4) Parking. The minimum number of required parking spaces for the workplace district shall be as per chapter 12, section 4 of this code. Bicycle parking shall also be provided as per chapter 12 of this code. For lots fronting on Williamson Blvd. and the east side of the North-South arterial road, special parking provisions shall apply. For buildings that are

20,000 square feet or less, no more than 50 spaces, or 60 percent of the required number of spaces, whichever is less, shall be located in front of the building. For buildings greater than 20,000 square feet, no more than 50 spaces, or 40 percent of the required number of spaces, whichever is less, shall be located in front of the building.

- (5) Signage. Signage requirements shall be as provided in chapter 15 of this code.
- (6) Design guidelines. The architectural design requirements for this district are contained in chapter 14 of this code. In addition, the proposed architectural treatment shall be generally similar to surrounding development with regard to elevation design, colors and exterior finish materials.
- (7) Dimensional requirements.

STANDARD	OFFICE/INDUSTRIAL
Max. building height	60 ft.
Min. lot size	20,000 sq. ft.
Min. lot width	150 ft.
Building coverage	50%
Setbacks:	
Front yard:	Equal to right-of-way landscape buffer width
Side yard:	20 ft.
Rear yard:	25 ft.
Open Space	30%
Common Open Space	0%

(c) Residential.

- (1) Permitted uses.
 - (a) Multifamily dwelling (16 units per gross acre maximum allowable density).
- (2) Prohibited uses.
 - (a) Camouflaged and monopole communications towers.
 - (b) Guyed and lattice communication towers.
 - (c) Mobile home and manufactured home units.
 - (d) Single-family dwellings.
 - (e) Duplex units.
 - (f) Triplex units.

- (3) Special restrictions. In order to ensure a mix of uses consistent with the purposes and intent of the workplace district, multifamily residential uses shall be limited to seven percent of the overall workplace district land area, when such residential development is located within a ½ mile of commercial development (measured along right-of-way centerlines between the development entrance drives or other pedestrian access points) that will cater to the residential development and provide an efficient link between the commercial and residential uses. The location of residential uses in close proximity to commercial uses will reduce vehicle miles traveled, thereby reducing the energy consumption within the district.

(4) Dimensional requirements.

STANDARD	ATTACHED RESIDENTIAL
Max. building height ¹	50 ft.
Min. lot size ²	1,800 s.f. per unit
Min. lot width ²	18 ft. per unit
Min. living area	600 s.f.
Building coverage	50%
Setbacks	
Front	20 ft.
Side	0 ft. for attached units, 15 ft. between buildings 20 ft. for perimeter
Rear ³	25 ft.
Open space	40%
Common open space	1/3 of min. open space required
Min. landscape buffer abutting single family residential zoned property	20 ft. (including a berm at least 3' high with a 6' vinyl shadowbox fence on top of the berm except where accessory structures abut the buffer or where the property abuts an existing conservation easement area)

¹ Additional height for architectural appurtenances and other structures (including cupolas) may extend a maximum of ten feet above the maximum building height.

² Applies to units with individual lots under fee simple ownership.

³ Multifamily buildings of greater than 25 feet in height shall have a building setback equal to or greater than the building height, except where adjoining property is zoned single family residential where such

setback shall be equal to or greater than twice the building height (not including architectural appurtenances as permitted above).

(3) Application for conceptual plan and master development agreement. The conceptual plan and master development agreement allows unique and innovative land development proposals for property, by establishing development parameters, conditions, and requirements. Where the conceptual plan and master development agreement are silent on a particular subject or requirement, the requirements of the city's land development code shall control.

(a) Unified ownership. All land within the area to be developed pursuant to a master development agreement shall be under the ownership or control of the applicant at the time of execution of the master development agreement, whether the applicant be an individual, partnership or corporation, or groups of individuals, partnerships or corporations.

(b) Application shall be made to the department utilizing the form provided by the department for that purpose and accompanied by the appropriate review fee.

(b) Review of application materials. Within two working days of the receipt of an application, the department shall determine whether the submittal is complete. Incomplete submittals shall be returned to the applicant with the deficiencies noted in writing. Re-application shall be accompanied by a re-application fee as adopted by resolution of the city council.

(c) Initiation of development review. When an application is determined to be complete or substantially complete, it shall be reviewed by the staff development review committee (SDRC).

(d) Conceptual development plan. The applicant shall provide a conceptual development plan, drawn at a scale of no smaller than one inch equal to 100 feet. The plan shall show the development potential of the site, including natural and manmade conditions, constraints, and opportunities, and contain the following information, when applicable. An asterisk (*) denotes information which may be waived by the applicant for purposes of approval of the conceptual plan exhibit of the master development agreement. If any of the denoted information is not provided, the conceptual plan exhibit shall not be considered to satisfy the requirements for a site plan or subdivision plan submittal, and full compliance with the procedure for approval of the latter shall be required. The conceptual plan shall be prepared according to the following standards.

(1) Project name, date, north arrow, and the legal description, boundary dimensions and area in acreage of the property;

- (2) Name and address of owner, surveyor, engineer, and any other professional consultants involved with the generation of the plan information. If the property is owned by a corporation, company or partnership, the name and address of the president and secretary, and the state of incorporation shall be provided;
- (3) A vicinity map drawn to scale showing the zoning of the area and the relationship of the subject property to surrounding development;
- (4) Proposed common areas, drainage areas, conservation areas, lot lines (*) and lot dimensions (*);
- (5) Proposed street names and lot numbers (*);
- (6) Acreage in lots, drainage areas, common areas, streets and other uses, and the minimum lot size, average lot size (*) and total number of lots (*);
- (7) Existing topography shown in one-foot contours and delineation of flood insurance rate map flood zones;
- (8) Environmental assessment providing delineation of all wetlands, wooded areas, vegetative communities and listed species habitats; general description of the character of such wetlands, wooded areas, vegetative communities and listed species habitats; and a tree survey in accordance with requirements of this code (*);
- (9) The location of existing and proposed buildings, utilities, roads, easements or other improvements on the property, and all roads, lot lines, and abutting property owners within 150 feet of the subject property;
- (10) A soils report including one percolation test per ten acres with one or more eight-foot deep soil boring(s) at each percolation test site (*);
- (11) Statement that compliance with the land development code may necessitate modification of the conceptual plan;
- (12) Soil types, drainage basins and natural drainage patterns;
- (13) General character, size and location of buildings, parking and loading areas, bufferyards and landscaped areas for each proposed land use;
- (14) Site data for each land use and parcel to verify that requirements of the master development agreement have been satisfied;
- (15) General location, size and function of open space areas to verify that requirements of the master development agreement and this section have been satisfied;
- (16) One copy of the computer disk(s) depicting the proposed development layout, including the streets and lots, for projects

- prepared on an appropriate computer-aided drafting (CAD) system;
 - and
 - (17) Any other information deemed pertinent by the department, planning commission or city council.
- (e) Master development agreement. The agreement shall contain and/or address the following information, when applicable. The master development agreement shall be prepared according to the following standards.
 - (1) Permitted uses and special exceptions.
 - (2) Minimum dimensional requirements. Such requirements shall include lot area and width, setbacks, building height, minimum floor area, spacing between buildings, maximum building coverage, minimum landscaped area and any other dimensional information pertinent to the project.
 - (3) Landscaping, parking and signage requirements when unique or different from those described in this development code.
 - (4) Architectural controls. Such controls shall provide for a common architectural theme to be applied to all structures.
 - (5) Project phasing.
 - (6) Landowners association. An association or unified collective of individual associations shall be established to provide for maintenance of common area facilities and to enforce the specific restrictions established by the association.
 - (7) Maximum number [of] building lots if applicable.
 - (8) Improvements to infrastructure which may be required in addition to those specified by this code or at an earlier time than would otherwise be determined by this code.
 - (9) Statement that compliance with the environmental preservation code may necessitate modification of the conceptual plan.
 - (10) Expiration date.
 - (11) Statement of ownership and legal description.
 - (12) Any other information deemed pertinent by the department, planning commission or city council.
- (f) Application review process.
 - (1) Staff development review committee (SDRC). All applications shall be reviewed by the SDRC, and members' comments shall be delivered and discussed at a SDRC meeting. Formal comments of the SDRC shall be transmitted in writing to the applicant no later than three working days after the meeting.

- (2) Resubmittal of the revised conceptual plan and master development agreement. The revised conceptual plan and master development agreement shall be submitted no later than 60 days after the original SDRC meeting review. The revised conceptual plan and master development agreement shall be reviewed by the SDRC members, with findings reported by the department to the planning commission for their consideration.
- (g) Approval of application for conceptual plan and master development agreement.
 - (1) Planning commission action. The planning commission shall consider the conceptual plan and master development agreement at a regularly scheduled meeting to determine if the application meets the requirements of this code. Upon consideration of the comments of the SDRC and public, the commission shall take one of the following actions:
 - (a) Table the consideration of the application until their next regularly scheduled meeting to allow for the resolution of outstanding issues. No application shall be tabled more than one time in the presence of the applicant by the planning commission.
 - (b) Recommend that the application be denied.
 - (c) Recommend that the application be approved.
 - (d) Recommend that the application be approved with conditions.
 - (2) City council approval. The city council shall consider the conceptual plan and master development agreement at a regularly scheduled meeting, and determine if the application meets the requirements of this code. Upon consideration of the comments of the department, the public, and the recommendation of the planning commission, the city council shall take one of the following actions:
 - (a) Table the consideration of the application to allow for the resolution of outstanding issues.
 - (b) Deny the application.
 - (c) Remand the application back to the planning commission.
 - (d) Approve the application.
 - (e) Approve the application with conditions.
- (h) Execution of master development agreement. The second reading of the ordinance for the conceptual plan and master development agreement shall not take place until the developer has provided an executed copy of the master development agreement to the city clerk. The document shall be a fully corrected copy which addresses all issues discussed prior to the scheduled second reading. The document shall also include reduced copies

of the revised conceptual plan exhibits. If there are no additional requirements, corrections or conditions attached by the city council at the second reading, the executed document shall be signed by the city clerk and mayor and forwarded to the county clerk for recording. If there are additional requirements, corrections or conditions attached by the city council at the second reading, the applicant shall revise the agreement and conceptual plan and return the documents to the department within 30 days for execution and recording. The requirement to return the document within 30 days shall be specified by the city council as a condition for approval of the conceptual plan and master development agreement.

- (i) Failure to provide timely resubmission. Failure to meet any of the resubmission deadlines cited above shall require the filing of a new application, including the appropriate review fees.

- (1) Extension of resubmittal deadlines. The administrative official may extend the deadlines cited above, when warranted by unforeseeable events. A request for extension shall be filed in writing with the department explaining the circumstances justifying the extension.

- (j) Final development plan approval. Unless otherwise noted within the development agreement, final development approval for subdivisions or site plans within the PC-A shall be required in accordance with the general procedures established by this code. Conceptual plan exhibits of the master development agreement which fully satisfy the requirements for site plan or subdivision plan submittal shall be considered as such.

- (k) Expiration of master development agreement. Any master development agreement executed and recorded after the adoption of this development code shall be required to include an expiration date or series of expiration dates tied to specific improvements or phases. Such date(s) shall be determined based upon the size of the project, the installation of physical improvements, and any other factors pertinent to the specific proposal. If the city should determine that the developer has failed to satisfy the requirements necessary to avert expiration, the development agreement shall be considered null and void, and approval of any additional final development plans for the PC-A shall not be permitted without resubmission and approval of a new development agreement in accordance with the procedures established in this development code.

- (l) Amendments to the master development agreement and/or conceptual development plan. Subsequent to execution and recording, the master development agreement and/or conceptual development plan may be amended at any time upon mutual agreement of both the city and the appropriate amending party, unless otherwise provided in the agreement.

Application for amendment of the master development agreement and/or conceptual development plan shall be made to the department utilizing the form provided by the department for that purpose and accompanied by the appropriate review fee. Amendment shall completely restate the original agreement along with the language for the requested amendment. Upon receipt of the application by the department, the amendment shall be placed on the next available SDRC agenda. Subsequent to action by the planning commission, final review and approval shall be required by the city council.

SECTION 3: CONFLICTING ORDINANCES.

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

SECTION 4: CODIFICATION.

The provisions of this Ordinance shall become and be made a part of the Land Development Code of the City of Port Orange and the Sections of this Ordinance may be renumbered or relettered to accomplish such intention. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

SECTION 5: SEVERABILITY.

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: EFFECTIVE DATE.

This Ordinance shall take effect 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: _____
Deputy City Attorney



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 07/19/2016

Consent item: No

SUBJECT: Parks and Recreation Month Proclamation

DEPARTMENT: Parks & Recreation

GOAL:

OBJECTIVE:

RECOMMENDED MOTION: To recognize July as Parks and Recreation Month.

SUMMARY: Reading of a proclamation stating and recognizing July as Parks and Recreation month.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

Peter Ferreira	Created/Initiated - 07/01/2016
Susan Lovallo	Approved - 07/01/2016
Robin Fenwick	Approved - 07/05/2016
M. Jake Johansson	Final Approval - 07/11/2016



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 07/19/2016

Consent item: No

SUBJECT: Golf Advisory Board Report

DEPARTMENT: Parks & Recreation

GOAL:

OBJECTIVE:

RECOMMENDED MOTION:

SUMMARY: Chairman Al Angelone will present the Golf Advisory Board report.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

Susan Lovallo	Created/Initiated - 06/20/2016
Susan Lovallo	Approved - 06/20/2016
Robin Fenwick	Final Approval - 06/20/2016



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 07/19/2016

Consent item: No

SUBJECT: Library Advisory Board Report

DEPARTMENT: City Clerk

GOAL:

OBJECTIVE:

RECOMMENDED MOTION:

SUMMARY: Stan Hetrick, Chairman of the Library Advisory Board, will provide an update of the Board's most recent meeting. The Board is seeking direction from Council regarding their duties and responsibilities as they would like to be a more productive board. Attached is the current Ordinance outlining their duties and responsibilities for your review and further guidance to the Board.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Library Advisory Board Ordinance	Library Board ordinance.pdf
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Robin Fenwick
M. Jake Johansson

Created/Initiated - 07/08/2016
Final Approval - 07/08/2016

PART II - CODE OF ORDINANCES
Chapter 2 - ADMINISTRATION
ARTICLE III. - BOARDS AND COMMISSIONS
DIVISION 2. - LIBRARY ADVISORY BOARD

DIVISION 2. - LIBRARY ADVISORY BOARD

[Sec. 2-66. - Establishment.](#)
[Sec. 2-67. - Purpose, duties and functions.](#)
[Sec. 2-68. - Composition; qualifications of members.](#)
[Sec. 2-69. - Appointments, terms.](#)
[Sec. 2-70. - Vacancies, removal of members.](#)
[Sec. 2-71. - Organization, rules of procedure.](#)
[Secs. 2-72—2-90. - Reserved.](#)

Sec. 2-66. - Establishment.

There is hereby created and established a regional library advisory board.

(Code 1981, § 2-50; Ord. No. 1996-29, § 1, 10-1-96)

Sec. 2-67. - Purpose, duties and functions.

(a) The purpose of the library advisory board shall be to represent the community's interest and to serve as an information resource in planning the community public library service programs for discussion and review with the county library advisory board.

(b) The library advisory board shall make recommendations to the city council as to the best usage and improvements of and to the Port Orange Regional Public Library and shall work with the county library board to ensure that the library services provided meet the true needs of the community. To accomplish this the library advisory board shall:

- (1) Assist in determining library needs of the community.
- (2) Provide opportunity for combined public opinion and professional skill in the determination of community library needs.
- (3) Consider suggestions and criticisms and make recommendations to the city council and the county library advisory board.
- (4) Assist in planning of library programs.
- (5) Assist in establishing short-term and long-range goals for regional libraries.
- (6) Make reports to the city council, as necessary, regarding library-related matters.

(Code 1981, § 2-51; Ord. No. 1996-29, § 2, 10-1-96)

Sec. 2-68. - Composition; qualifications of members.

(a) The city council shall appoint a seven-member library advisory board. Each member of the board shall be a qualified elector residing in the city or the area bordered by the Atlantic Ocean on the east, the municipal boundaries of the City of Daytona Beach on the north, Tomoka Farms Road on the west, and the city's municipal service area as described in the interlocal agreement with the City of New Smyrna Beach on the south, including the Town of Ponce Inlet, the City of Daytona Beach Shores, and the City of South Daytona. Members shall not hold any elective public office. Members may serve on other advisory boards of the city.

PART II - CODE OF ORDINANCES
Chapter 2 - ADMINISTRATION
ARTICLE III. - BOARDS AND COMMISSIONS
DIVISION 2. - LIBRARY ADVISORY BOARD

(b) Members of the board shall be generally sympathetic to and knowledgeable of the principles and objectives of public libraries, they should have the capacity to envision what library service should mean to the community, and they should be willing to assist in establishing policies for the successful operation of the library and for impartial service to all its patrons.

(Code 1981, § 2-52; Ord. No. 1996-29, § 3, 10-1-96)

Sec. 2-69. - Appointments, terms.

Appointments to the library advisory board shall be staggered. All appointments shall be made for a term of three years. A board member may be reappointed for any number of consecutive terms.

(Code 1981, § 2-53)

Sec. 2-70. - Vacancies, removal of members.

Any member of the library advisory board who is no longer a qualified elector residing in the city or the area described in subsection 2-68(a), or who fails to attend two of three successive meetings without good cause shall forfeit his appointment and the city council may determine a vacancy to exist, which shall be promptly filled by the city council. A member of the board may be removed from the board by the city council for cause upon written charges and after a public hearing before the city council. Appointments to fill any vacancy shall be for the remainder of the unexpired term of the former member.

(Code 1981, § 2-54; Ord. No. 1996-29, § 4, 10-1-96)

Sec. 2-71. - Organization, rules of procedure.

(a) *Officers.* The members of the library advisory board shall elect a chairman and a vice-chairman to preside in the absence of the chairman. Such election shall take place at the first meeting of the board of each calendar year.

(b) *Responsibilities of chairman.* The chairman shall be responsible for the orderly running of all meetings, shall direct the preparation of all reports and shall make all necessary reports to the city council and the county library advisory board.

(c) *Minutes.* The city recording secretary shall be responsible for keeping and recording minutes of all meetings. A copy of the minutes of each meeting shall be kept on file in the city clerk's office.

(d) *Quorum; rules of order.* The presence of four or more members shall constitute a quorum of the board necessary to take action or conduct business. The board shall adopt Robert's Rules of Order, Newly Revised, or such other written rules and procedures as may be desirable and necessary to promote and effectuate the purposes, objectives and business of the board in an orderly, timely and productive manner.

(e) *Compensation.* Members of the board shall serve without compensation but may be reimbursed for such travel, mileage, per diem or other expenses as may be authorized by the city council.

(Code 1981, § 2-55; Ord. No. 1996-29, § 5, 10-1-96)

Secs. 2-72—2-90. - Reserved.

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
JUNE 21, 2016

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

Pledge of Allegiance

Silent Invocation

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

Portions of the Rules of Procedure as approved by City Council on May 3, 2016 were read by Robin Fenwick, City Clerk.

AGENDA APPROVAL

Mayor Green asked that item (c) under City Attorney Comments for PFM Investments be added. Council agreed.

Items pulled for further discussion: #11(a), 11 (d), 11(e), 14 & 15.

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

PUBLIC HEARING

5. Second Reading - Ordinance No. 2016-9 - Moratorium on the issuance of development orders, building permits, zoning verification letters, and zoning approvals for business tax receipts for the operation of adult entertainment establishments in the City of Port Orange; Case No. 16-25000001

Mayor Green read Ordinance No. 2016-9.

ORDINANCE NO. 2016-9

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ESTABLISHING A MORATORIUM ON THE ISSUANCE OF DEVELOPMENT ORDERS, BUILDING PERMITS, ZONING VERIFICATION LETTERS, AND ZONING APPROVALS FOR BUSINESS TAX RECEIPTS FOR THE OPERATION OF ADULT ENTERTAINMENT ESTABLISHMENTS IN THE CITY OF PORT ORANGE; PROVIDING FOR THE DURATION OF THE MORATORIUM; PROVIDING FOR INTERPRETATION; PROVIDING DEFINITIONS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2016-9 on second reading was made by Vice Mayor Bastian, and Seconded by Councilman Burnette. Motion carried unanimously by roll call vote.

Mayor Green asked that Item #20 be moved up to accommodate a guest speaker. Council agreed.

BOARD APPOINTMENTS, INTERVIEWS, REPORTS

6. Citizen Advisory Committee for TPO

Bobby Ball provided details of the recent CAC meeting.

CITIZEN PARTICIPATION (Non-Agenda – 15 minutes)

Dennis Davies, citizen, addressed Council regarding the demolition of Penna Court Motel. She would like to expand her pet grooming business and potential day care and doesn't want Penna Court Motel demolished. Mayor Green asked her to meet with the City Manager to discuss options and allow for due diligence.

COUNCIL COMMENTS

7. Comments/Concerns from Council Members

Councilman Burnette has received noise complaints regarding the construction at Madeline Avenue, specifically the truck sizes through the residential neighborhood between Nova Road and Bruner Road. He also asked for an update regarding timing of the budget review and approval.

Councilman Ford is not opposed to alternate uses of the Penna Court Motel. He does have an issue with the length of time it takes for things to get accomplished within the City, specifically why the motel isn't already demolished.

CONSENT AGENDA

8. Approval of Minutes
 - a. June 7, 2016 - Regular City Council Meeting
 - b. June 14, 2016 - City Council Workshop
9. Resolution No. 16-33 – Right-of-Way Vacation – Martin Road
10. Resolution No. 16-34 - Adopting Inventory List of Municipal Property Appropriate for Use as Affordable Housing
11. Bid Awards and Contract Items
 - a. Provide authority to the City Manager authorizing the sale of brass components from meters salvaged from the meter replacement program for estimated revenue in an excess of \$25,000
 - b. Award of RFP #16-20, Disaster Debris Monitoring Services
 - c. Change Order No. 1 to Piggyback Agreement with Sparks Concrete, LLC
 - d. Change Order No 1 to the Standard Contract for Services with Sunstate Meter & Supply, Inc.
 - e. Extend Piggyback Agreement - Quentin L. Hampton Associates, Inc., Storm Water Drainage Improvements in the Monroe Street and Virginia Avenue Areas.
12. 1-year Lease Extension with ArtHaus Foundation, Inc. for the City-owned property located at 3840 Ridgewood Avenue
13. National Night Out
14. Council on Aging License Agreement
15. First Amendment and Renewal to the Hunting Lease for Smokey Hunt Club, Inc.
16. Amendment #1 to Interlocal Agreement with Volusia County for Jointly Owned Property
17. Concurrency and Fair-Share Agreement for the Sanctuary at Westport Apartment Site Plan - Case No. 16-80000001
18. Proposed Settlement for IAFF Grievance Regarding Compensatory Time

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

Item # 11(a) - Provide authority to the City Manager authorizing the sale of brass components from meters salvaged from the meter replacement program for estimated revenue in an excess of \$25,000

Alan Rosen, Assistant City Attorney, advised that the price for the metals changes daily. Staff is looking for authorization to waive sealed bids and allow approval of bids over \$1.50 per pound.

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

Item #11(d) - Change Order No 1 to the Standard Contract for Services with Sunstate Meter & Supply, Inc.

Councilman Burnette asked why additional meters are needed. Mr. Rosen said Staff is ahead of schedule on the meter replacement.

Rick Wilson, Interim Public Utilities Director, said they are ahead of schedule and they want to keep the project moving next year as well.

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

Item #11(e) - Extend Piggyback Agreement - Quentin L. Hampton Associates, Inc., Storm Water Drainage Improvements in the Monroe Street and Virginia Avenue Areas

Mr. Rosen provided additional information regarding the project. The extension is being requested based on the contractor's request due to unforeseen circumstances including loss of staff members and delays from subcontractors. The contract expired in January 2016 but invoices were processed after January 2016. He provided additional options that may be considered by Council and potential delays.

Andrew Gianinni, Quentin L. Hampton Associates, Inc., advised that they are waiting on the survey from Sliger & Associates. The data collection took longer than originally anticipated. They are ready to go as soon as the survey is completed.

Council wants to see Staff do a better job with staying on track with projects.

Councilman Ford is concerned that payment was made after the contract expired.

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

Item #14 - Council on Aging License Agreement

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

Item #15 - First Amendment and Renewal to the Hunting Lease for Smokey Hunt Club, Inc.

Mr. Rosen explained some changes made to the Hunting Lease after the agenda packet was released. The items related to Primitive Hunting and increases to the rent.

Councilman Ford is concerned with what is being allowed on the property.

Ted Nofall, citizen, doesn't believe there should be special access. The property is City land and should be open to all citizens.

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

REGULAR AGENDA

19. Resolution No. 16-32 - Budget Appropriation

Mayor Green read Resolution No. 16-32.

RESOLUTION NO. 16-32

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROPRIATING OPERATING FUNDS PREVIOUSLY FUNDED IN THE 317 GENERAL CAPITAL FUND TO THE GENERAL FUND FOR THE PURCHASE OF ITEMS FOR THE RELOCATION OF THE EMERGENCY OPERATIONS CENTER, ADDITIONAL EQUIPMENT AND UNIFORMS IN ATHLETICS, MOVEMENT OF EXPENSES FROM RECREATION TO ATHLETICS TO CORRECT A MERCHANT FEE CHARGE, FOR THE CONVERSION OF THE MICROFILM AND RETRIX RECORDS MANAGEMENT CONVERSIONS, FOR THE JAG GRANT TO PURCHASE HANDGUN MOUNTED LIGHTS, FOR THE LOCAL AGENCY PROGRAM (LAP) AGREEMENT ON VICTORIA GARDENS SIDEWALK, FOR RECLASSIFIED EXPENSES RELATED TO THE S. ATLANTIC JPA WITH

VOLUSIA COUNTY AND FOR THE DISBURSEMENTS OF FUNDS RELATED TO THE REGIONAL COMMUNICATIONS CENTER CLOSEOUT; SETTING FORTH REVENUES AND EXPENDITURES; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Resolution No. 16-32 was made by Vice Mayor Bastian, and Seconded by Councilman Burnette. Motion carried unanimously by roll call vote.

20. Volusia Governments Water Resources Compact Ratification

Heidi Herzberg, City of Deltona Commissioner and President of Volusia League of Cities, encouraged Council to approve the compact.

Councilman Ford is concerned with Port Orange being represented fairly.

COMMENTS

21. City Attorney Comments
a. Riverwalk Development Update

Ms. Roberts explained the priorities regarding Riverwalk documents.

Discussion was held regarding concerns on Economic Incentive Agreements being tailored to certain developers and projects. Ms. Roberts advised of the legal confines based on law and ordinances for different projects. Council wants a time limit on the agreements.

Mike Gardner, citizen, addressed his concerns regarding the project and the lack of public participation during staff meetings with the developer. Mayor Green assured Mr. Gardner that each item will be discussed with the public once the documents are complete.

Mr. Noftall asked why the City is vacating ownership of the road to the developer.

Ms. Roberts reminded Council they approved the Deed of Dedication in this project at their meeting in April 2016.

b. Lien Amnesty Progress Report

Ms. Roberts will provide an Ordinance regarding lien amnesty on July 19, 2016 for first reading.

Councilman Burnette believes there is a potential loophole relating to ownership transfers.

c. PFM Investment

Ms. Roberts advised Council that PFM Investment Company is a professional services agreement that is under the City Manager's authority for approval. Staff is recommending approval of the renewal by the City Manager and Ms. Roberts wanted to ensure Council was aware.

22. City Manager Comments

Mr. Rosen asked Council for an extension as to the demolition of Penna Court Motel. Councilman Ford asked Staff to consider the effects of dog kennels in the area as far as noise levels. Mayor Green believes there are code issues with the motel but would like to allow time for Ms. Davies to do her due diligence. Council is open to other options for the building. Council agreed to an extension of days, not months. They believe the building needs to be demolished but are willing to allow an extension. The item will be brought back on July 19, 2016 to discuss Ms. Davies' findings and the proposed demolition.

Mr. Rosen advised that the contract for strategic planning will expire on June 30, 2016. He asked for Council authorization to have the contractor present to Council on July 19, 2016, as well as consider the extension of their contract on the same agenda. Council agreed.

Mr. Rosen advised that Staff is working on amending the ordinance regarding extension of time on contracts. Changes in the contracts may come regarding the burden for requesting an extension. Ms. Roberts offered her services to track contracts because she has the software already available but she will need additional support personnel. Staff is working on the best solution to ensure contracts are tracked properly.

Mr. Rosen advised of the flood in the Human Resources/City Clerk's areas. An emergency purchase order will be entered because of the damage to property and the disruption to the City's operations.

The City Manager is working on reports regarding Bonk's Landing, as well as urban chickens.

J. COUNCIL COMMITTEE REPORTS

23. City Council Committee Reports

a. ArtHaus – Councilman Burnette reported on the recent and upcoming activities.

b. Chamber of Commerce - Councilman Burnette reported on the recent and upcoming activities.

Regular City Council Meeting

June 21, 2016

Page 8 of 8

c. Roundtable of Elected Officials – Mayor Green reported on the topics discussed at the recent meeting.

ADJOURNMENT: 8:10 p.m.

Mayor Allen Green

Attest:

Robin Fenwick, CMC
City Clerk



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 07/19/2016

Consent item: Yes

SUBJECT: Resolution No. 16-35 - Budget Appropriation
*Air Conditioner for Allen Green Center (Palmer Clinic) \$40,000

DEPARTMENT: Finance

GOAL:

OBJECTIVE:

RECOMMENDED MOTION: Move to approve Resolution No. 16-35.

SUMMARY: The Addison Fresh Air / 10 Ton Air Conditioner System at the Allen Green Center needs to be replaced at an estimated cost of \$40,000.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Reso. No. 16-35	Reso. No. 16-35.pdf
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Lisa Pallante
Tracey Riehm
Margaret Roberts
M. Jake Johansson

Created/Initiated - 06/28/2016
Approved - 07/13/2016
Approved - 07/14/2016
Final Approval - 07/14/2016

RESOLUTION NO. 16-35

A RESOLUTION OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, APPROPRIATING
FUNDS FOR THE REPLACEMENT OF AN AIR
CONDITIONING / FRESH AIR SYSTEM AT THE
ALLEN GREEN CENTER; SETTING FORTH
REVENUES AND EXPENDITURES; AND PROVIDING
AN EFFECTIVE DATE.

WHEREAS, the City Council desires to fund the replacement of an air conditioning fresh air system at the Allen Green Center for \$40,000; and

WHEREAS, the City Council desires to appropriate the funds related to this capital items and to set forth, appropriate and change appropriations of certain revenues and expense.

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

Section 1. The funds for the City capital item is 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 expenditure relating to such capital item for the City during the current fiscal year effective October 1, 2015 through September 30, 2016.

Section 3. Supplemental appropriations, reductions of appropriations, emergency appropriations, and interdepartmental transfers of appropriations may be effected by the City Council and the City Manager as deemed necessary in strict compliance with the procedures specified in Chapter 2, Article VI, Division 3, Code of Ordinances, City of Port Orange, Florida.

Section 4. This resolution shall become effective immediately upon adoption.

MAYOR ALLEN GREEN

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Adopted on the day of

Reviewed and Approved: _____
Matthew J. Jones, Deputy City Attorney

COMPOSITE EXHIBIT A**Resolution No. 16-35**

FY2016 **General Fund (Fund 001)**
PREPARED: **June 13, 2016**
FINANCE: **Jamie Miller**

	BUDGET INCREASE(DECREASE)
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REVENUES:

Appropriated Equity	40,000
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TOTAL REVENUES:	40,000
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EXPENDITURES:

Parks Maintenance	40,000
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TOTAL EXPENDITURES:	40,000
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To fund the replacement of the Addison Fresh Air / 10 Ton Air Conditioner System at the Allen Green Center.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 07/19/2016

Consent item: Yes

SUBJECT: Extension of Contract Services for Bid 11-08 Collection and Disposal of Solid Waste, Yard Waste and Recyclable Materials with Waste Pro of Florida, Inc.

DEPARTMENT: Public Works

GOAL: 2 - Quality of Life

OBJECTIVE: N/A

RECOMMENDED MOTION: Move to approve the extension of contract services for bid 11-08 collection and disposal of solid waste, yard waste and recyclable materials with Waste Pro of Florida, Inc., and authorize the Mayor and City Clerk to execute all required documents as approved by the city attorney.

SUMMARY: The Standard Contract for Services for Bid 11-08 Collection and Disposal of Solid Waste, Yard Waste and Recyclable Materials was initially entered into between the City of Port Orange ("City") and Waste Pro of Florida, Inc. ("Contractor") on December 13, 2011.

The contract commenced on November 1, 2011, for a period of five (5) years and terminates on October 31, 2016. The contract may be extended for an additional five (5) year terms in accordance with the bid documents.

The Contractor provided services to 24,278 City residences and 828 businesses as of July 5, 2016. Between November 2011 and May 2016, the Contractor provided a total of 23,201,062 pick up services consisting of residential trash, recycling, yard waste, and commercial lifts. Out of the total number of pick ups, there were only 3,570 service complaints and issues which was about 0.015% of the total services provided.

Complaints are down 14% year to date over 2015 levels, and results from the 2016 Citizen Survey showed approximately 92% of residents to be satisfied with the quality of garbage and recycling services.

To help improve communication, public education, customer service, and overall service delivery thereby reducing further the number of complaints, a Solid Waste Manager is being hired by the City and should be aboard by September 30, 2016.

Based on the rather small number of service issues over the past five years, high citizen satisfaction, and anticipated hiring of a Solid Waste Manager, it is recommended that the contract be extended for an additional five (5) year term in accordance with the bid documents.

Funding is contingent upon approval of the FY17 budget.

Project No.: City of Port Orange Bid #B-11- Funding Account No.: 410-6100-534. 34-
08 14

ATTACHMENTS:

1.	Waste Pro Insurance Certificate	Waste Pro Insurance Certs updated thru Nov 22 2016.pdf
2.	Letter From Waste Pro re contract extension	Letter from Waste Pro re extension of contract 2016.pdf
3.	Collection Rates excel spreadsheet	Waste Pro Collection Rates excel spreadsheet.pdf
4.	Waste Pro Contract awarded 2011	2011 SOLID WASTE CONTRACT.pdf
5.	Bid #11-08, Solid Waste	BID 11 08 Solid Waste TC 4 1 11 Final (2).pdf

Mike Silvey
Branford Adumuah
Diana Fye
Tracey Riehm
Margaret Roberts
M. Jake Johansson

Created/Initiated - 07/07/2016
Approved - 07/07/2016
Approved - 07/11/2016
Approved - 07/12/2016
Approved - 07/14/2016
Final Approval - 07/14/2016



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/09/2016

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

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

PRODUCER Marsh USA Inc. 1560 Sawgrass Corporate Pkwy, Suite 300 Sunrise, FL 33323	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
105058554-All-GAWU-15-16	INSURER(S) AFFORDING COVERAGE	
INSURED Waste Pro USA, Inc. 2101 W SR 434, Suite #305 Longwood, FL 32779	INSURER A: Liberty Mutual Fire Insurance Company	NAIC # 23035
	INSURER B: LM Insurance Corporation	33600
	INSURER C: Lexington Insurance Company	19437
	INSURER D: North American Specialty Ins	29874
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

ATL-003973621-01

REVISION NUMBER: 6

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER:	X		TB2-621-093780-105	11/22/2015	11/22/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 20,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS			AS2-621-093780-095	11/22/2015	11/22/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	☒ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			018423515	11/22/2015	11/22/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	WA562D093780045 (AOS) (SEE ATTACHED)	11/22/2015	11/22/2016	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Excess Liability			EXS200006702	11/22/2015	11/22/2016	Limit: \$25,000,000 XS of: \$5,000,000

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

THIS CERTIFICATE VOIDS AND REPLACES PREVIOUSLY ISSUED CERTIFICATE DATED: 11/23/2015

City of Port Orange is included as an Additional Insured as respects to General Liability, where required by written contract.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Juan Hernandez

Juan Hernandez

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ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh USA Inc.		NAMED INSURED Waste Pro USA, Inc. 2101 W SR 434, Suite #305 Longwood, FL 32779
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

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

Workers Compensation (FL)

Carrier: LM Insurance Corporation
Policy Number: EW562N093780055
Dates: 11/22/2015 - 11/22/2016
Limits: SIR: \$500,000 / Employers Liability: \$1,000,000

Contractor's Pollution Liability:

Carrier: AIG Speciality Insurance Company
Policy Number: PLC23063207
Dates: 01/01/2016 - 01/01/2017
Limits: \$25,000,000
Deductible: \$250,000

Storage Tank Liability Limit: \$1,000,000

Additional Named Insureds for Waste Pro USA, Inc. include the following:

Waste Pro of Alabama, Inc.

Waste Pro of Florida, Inc.

Waste Pro of Georgia, Inc.

Waste Pro of Louisiana, Inc.

Waste Pro of Mississippi, Inc.

Waste Pro of Tennessee, Inc.

Waste Pro of North Carolina, Inc.

Waste Pro of South Carolina, Inc.

Applewhite Recycling LLC

American Recycling of Georgia LLC

American Recycling of Alabama LLC

Delta Sanitation LLC

Talley Disposal LLC

RXND LLC dba Green Key Environmental Solutions

Waste Pro of Arkansas Inc dba Downums Waste Service a Waste Pro Company



June 13, 2016

Mr. Michael Silvey
Assistant Director, Public Works
City of Port Orange
407 Virginia Avenue
Port Orange, FL 32127

Dear Mike,

Waste Pro has appreciated the opportunity to serve the City of Port Orange for the last 5 years as your solid waste and recycling partner. We are excited at the prospect of continuing our service to the City and Waste Pro is willing to renew the contract for 5 years and will honor the same terms and conditions of the existing agreement dated December 13, 2011.

As requested I have attached statistical information regarding the level of service that Waste Pro has provided under the current contract. As an overview, over the last 55 months (November 2011 through May 2016) Waste Pro has provided approximately 23 million individual services to the residents and commercial customers in Port Orange. Complaints regarding the service have averaged about one tenth of one percent over the term of the contract. Each week on average we have provided approximately 97,000 separate services and have received 15 complaints or just under 3 per service day. While we believe our performance has been very good we are always trying to improve. I am happy to report that monthly complaints are improving and have gone down by 14% year to date in 2016 from 2015 levels.

We are also excited to report that your residents are recognizing our efforts and reporting high satisfaction with Waste Pro's service. The results from the City's 2016 Port Orange Citizen Survey Report indicates that 92.5% of residents are satisfied with the quality of the garbage collection and recycling services. The residents also reported high or very high satisfaction of 57.6% which was the highest results of any Public Works questions.

We look forward to continuing our service to the City and are ready to work closely to meet the solid waste and recycling requirements for many years to come.

If you have any questions, please contact me

Sincerely



Ken DeForest, Division Manager

Effective 04/01/2014

CURBSIDE SERVICE		Garbage Collection	Recycle Collection	Fuel Charge	Total Contractor Cost	Disposal Cost	Street Sweeping	Franchise Fee from old contract	Total Resident Cost	Current City's Rate	PRICE DIFFERENCE
RESIDENTIAL		7.69	1.80	1.53	11.02	3.25	0.38	2.47	17.12	18.67	\$1.55
					0.00						
COMMERCIAL		24.43	N/A	3.91	28.34	3.25	0.38	2.47	34.44	28.71	(\$5.73)
CONTAINER SERVICE	# Pickups	4.00		0.64	4.64					CITY RATE	PRICE DIFFERENCE
2	1	34.64	N/A	5.54	40.18	3.88	0.38	2.47	46.91	57.73	\$10.82
2	2	69.28	N/A	11.08	80.36	5.88	0.38	2.47	89.09	115.46	\$26.37
2	3	103.92	N/A	16.63	120.55	7.88	0.38	2.47	131.28	173.20	\$41.92
2	4	138.56	N/A	22.17	160.73	9.88	0.38	2.47	173.46	230.93	\$57.47
2	5	173.20	N/A	27.71	200.91	11.88	0.38	2.47	215.64	288.66	\$73.02
2	6	207.84	N/A	33.25	241.09	13.88	0.38	2.47	257.82	346.39	\$88.57
2	7	242.48	N/A	38.80	281.28	15.88	0.38	2.47	300.01	404.12	\$104.11
4	1	69.28	N/A	11.08	80.36	5.88	0.38	2.47	89.09	115.46	\$26.37
4	2	138.56	N/A	22.17	160.73	9.88	0.38	2.47	173.46	230.93	\$57.47
4	3	207.84	N/A	33.25	241.09	13.88	0.38	2.47	257.82	346.39	\$88.57
4	4	277.12	N/A	44.34	321.46	17.88	0.38	2.47	342.19	461.86	\$119.67
4	5	346.40	N/A	55.42	401.82	21.88	0.38	2.47	426.55	577.32	\$150.77
4	6	415.68	N/A	66.51	482.19	25.88	0.38	2.47	510.92	692.78	\$181.86
4	7	484.96	N/A	77.59	562.55	29.88	0.38	2.47	595.28	808.25	\$212.97
6	1	103.92	N/A	16.63	120.55	7.88	0.38	2.47	131.28	173.20	\$41.92
6	2	207.84	N/A	33.25	241.09	13.88	0.38	2.47	257.82	346.39	\$88.57
6	3	311.76	N/A	49.88	361.64	19.88	0.38	2.47	384.37	519.59	\$135.22
6	4	415.68	N/A	66.51	482.19	25.88	0.38	2.47	510.92	692.78	\$181.86
6	5	519.60	N/A	83.14	602.74	31.88	0.38	2.47	637.47	865.98	\$228.51
6	6	623.52	N/A	99.76	723.28	37.88	0.38	2.47	764.01	1039.18	\$275.17
6	7	727.44	N/A	116.39	843.83	43.88	0.38	2.47	890.56	1212.37	\$321.81
8	1	138.56	N/A	22.17	160.73	9.88	0.38	2.47	173.46	230.93	\$57.47
8	2	277.12	N/A	44.34	321.46	17.88	0.38	2.47	342.19	461.86	\$119.67
8	3	415.68	N/A	66.51	482.19	25.88	0.38	2.47	510.92	692.78	\$181.86
8	4	554.24	N/A	88.68	642.92	33.88	0.38	2.47	679.65	923.71	\$244.06
8	5	692.80	N/A	110.85	803.65	41.88	0.38	2.47	848.38	1154.64	\$306.26
8	6	831.36	N/A	133.02	964.38	49.88	0.38	2.47	1017.11	1385.57	\$368.46
8	7	969.92	N/A	155.19							

Extra P-up Cost

\$17.14
\$17.14
\$17.14
\$17.14
\$17.14
\$17.14
\$17.14
\$34.28
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\$68.56



CITY OF PORT ORANGE
STANDARD CONTRACT FOR SERVICES

**BID 11-08 COLLECTION AND DISPOSAL OF SOLID WASTE,
YARD WASTE AND RECYCLABLE MATERIALS**

This Contract is entered into this 13th day of December, 2011, by and between the City of Port Orange, Florida, located at 1000 City Center Circle, Port Orange, Florida, 32129 or its authorized agents, and the Contractor identified below for materials and services identified herein, on the following terms and conditions.

1. Definitions.

(a) As used in this Contract, the term "City" shall mean the City of Port Orange, Florida.

(b) As used in this Contract, the term "Contractor" shall mean:

**Waste Pro of Florida, Inc.
925 South Clyde Morris Blvd
Daytona Beach, FL 32114**

2. Provision of Services.

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

Bid# 11-08 Collection and Disposal of Solid Waste, Yard Waste, and Recyclable Materials, which shall be incorporated herein by reference in its entirety and includes all schedules, exhibits, route maps, specifications, and addenda attached hereto and made a part hereof.

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

Time: As outlined and directed in BID# 11-08 Collection and Disposal of Solid Waste, Yard Waste, and Recyclable Materials.

Place: As outlined in BID# 11-08 Collection and Disposal of Solid Waste, Yard Waste, and Recyclable Materials. Route Schedules are attached hereto and made a part hereof as Exhibit A.

Manner: In a manner consistent with all current Federal, State, and Local laws, regulations and ordinances, including State Health Department regulations and local Fire, Building and Land Development Codes. Contractor shall obtain and maintain all required Permits and Licenses as required at all times during the effective period of this Agreement and any extension thereof.

3. Time and Essence.

Commencement – This Agreement shall commence as of November 1, 2011, shall be for a period of five (5) years and shall terminate on October 31, 2016. This Agreement may be extended for an additional **five (5) year** term in accordance with the Bid documents.

4. City Obligations.

In return for the services identified above, the City shall pay the Contractor the following: As set forth in Bid Sheet for the Base Proposal bid by contractor for the 2x1x1, five year term attached hereto and made a part hereof as Exhibit B.

For purposes of the calculation of the Fuel Surcharge set forth in Section 2, Article X, of the Bid Documents, the first semi-annual period - Base Period shall commence on the effective date of the Contract and run to April 30, 2012. The fuel surcharge shall be calculated as set forth in the Bid Documents and on Exhibit C which is attached hereto and made a part hereof.

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 at the address set forth in paragraph 24, 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 subcontractors 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 its best efforts to mitigate any damages which may be sustained by it 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 their 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 to this Contract, shall pay from using department's budget reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or completed. In no

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:

- (a) cost of work performed or supplies delivered;
- (b) the cost of settling and paying any reasonable claims as provided in paragraph (c)(iv), above; and
- (c) 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 21 of this contract concerning disputes.

6. When termination for the convenience of the City is a provision of this contract, the Contractor shall include similar provisions in any approved 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 upon providing notice and a reasonable opportunity to cure as provided for in this contract, the bid and the proposal.

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 approved subcontract for more than ten thousand and 00/100 dollars (\$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 directly pertinent books, documents, papers and records of such contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

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

9. Termination for Non-Appropriation of Funds.

(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Contractor.

Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination.

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

10. The Contractor shall maintain insurance during the life of this agreement, and the City of Port Orange must be listed as additional insured on that insurance document, a waiver of subrogation on the workers compensation shall suffice in lieu of additional insured, in an amount and a form set forth herein, to insure against risks which are identified herein. Insurance companies shall be rated by A.M. Best A rating or better.

[Remainder of Page Blank]

[Table of Insurance Requirements on Following Page]

Insurance	Standards	Comments
Workers <u>Limits:</u> Compensation Additional Coverage: Special Conditions:	Coverage A - Statutory Coverage B - \$1,000,000 All States (Broad Form) Voluntary Compensation 30 days' notice of cancellation to Governmental Entity, Waiver of Subrogation in lieu of additional insured will suffice with such policy endorsement as may be required by the insurer.	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 <u>Limits:</u> General Liability (including Completed Operations and Contractual Liability <u>Special Conditions:</u>	Combined Single Limit Bodily Injury and Property damage \$1,000,000 occurrence \$2,000,000 aggregate 30 day notice to Governmental Entity, Additional Insured, City to be added as Additional Insured	When the contract work is on or under railroad rights of way or properties, the Contractor shall obtain and maintain, during the life of the contract, railroad protective liability and property damage insurance in such additional amounts as requested by the railroad.
<u>Comprehensive Limits:</u> Business, Automobile Liability to include all automobiles. <u>Additional Coverage:</u> <u>Special Conditions:</u>	Auto Liability Body Injury: \$300,000 each person \$500,000 each occurrence. Property Damage Liability \$300,000 each occurrence. Non-Owned, Hired Car 30 days' notice of cancellation to Governmental Entity.	OR \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage
Property Insurance <u>Limits:</u> Builders Risk. <u>Additional Coverage:</u>	Buildings - Completed value of contract. "All Risk" coverage on latest ISO form or its equivalent. Permission granted	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>Special Conditions:</u>	to occupy. Owner named as insured AIMA 30 days' notice of cancellation to Owner, Additional insured.	
Professional Liability Limits: (Errors & Omissions) <u>Special Conditions:</u>	Coverage- \$1,000,000.min. 30 days' notice of cancellation to Owner, Additional insured.	

Policies other than Workers' Compensation shall be issued only by companies authorized by subsisting certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a rating of "A" or better accordingly to the A.M. Best Company. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.57

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

12. Assignability of Contract:

This Contract or any part hereof, may not be assigned or subcontracted by the Contractor to any other party without the express written consent of the City Council.

13. Modifications or Changes to this Contract:

(a) Change Orders. The Finance Director, with the concurrence of the City's signatory to this Contract, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of the performance; provided that no Contractor shall be excused from performance under the changed contract by failure to agree to such changes, and it is the express purpose of this provision to permit unilateral changes in the Contract subject to the conditions and limitations herein.

(b) If any change under this clause causes an increase in the Contractor's cost of, or time of performance required Contractor may request the equitable adjustment in accordance with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change. Failure to agree to any adjustment shall not excuse the Contractor from proceeding with the contract as changed.

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

(d) The Contractor shall make a demand for payment for changed work within thirty

(30) days of receipt of a change order, unless such time period is extended in writing, or unless the Finance Director requires submission of a cost proposal prior to the initiation of any changed work or supplies. Later notification shall not bar the honoring of such claim or demand unless the City is prejudiced by such delay.

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

14. Warranties:

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

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

15. Additional Warranties:

Contractor further expressly warrants that, to the extent applicable under this Contract, manufacturer shall provide a one (1) year warranty on vehicles, materials, supplies and equipment. This warranty shall cover 100% of all component failures due to defects in workmanship or resulting from repeated regular use for the purposes intended. Routine maintenance, including such items as filters, tires, brake shoes, and drums are not included. Warranty claims shall be handled by manufacturer or distributor. This is a minimum acceptable warranty. Warranty will be considered in bid award. Manufacturers shall offer the best available warranty and Distributor must have facility to conduct warranty work in a timely manner, if applicable.

16. Additional Bond Security:

If any surety bond furnished in connection with this Contract becomes unacceptable to the City, the Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Contract.

Contractor has provided an Indemnity Agreement a copy of which is attached hereto as Exhibit D.

17. Inspection:

(a) All supplies (which term throughout this clause includes, without limitation, equipment, containers, vehicles, 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 at the place of manufacture, and in any event prior to acceptance.

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

may require the delivery of such supplies at a reduction in price, which is deemed to be equitable under the circumstances.

Acceptance or rejection of the supplies shall be made as promptly practicable after delivery, except as otherwise provided in this Contract; by failure to inspect and accept or reject supplies shall neither relieve the Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefore.

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

18. Contract Administration--Delegation of Authority. The Public Works Department will perform contract administration of this Contract. The specific individual assigned to administer this contract is: Mr. Warren Pike, Public Works Director, City of Port Orange, Florida. See paragraph 24 for notice requirements. The contract administrator is not authorized to approve changes to this contract unless such authority has been specifically delegated to the contract administrator in writing and has been approved by the City's signatories to this Contract. The City will not be held liable for any changes, which have not been properly authorized and approved in accordance with this Contract.

19. Liability for Loss or Damage:

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

20. Non-discrimination:

During the performance of this Contract, Contractor agrees as follows:

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

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

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over ten thousand and 00/100 dollars (\$10,000) and each subcontractor or vendor shall be bound thereby.

21. Disputes:

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

22. Additional Provisions.

As may have been outlined in: BID# 11-08 Collection and Disposal of Solid Waste, Yard Waste, and Recyclable Materials incorporated herein by reference and made a part hereof.

23. Integration Clause:

This Contract and the bid documents, including all maps, schedules, exhibits and attachments, which are 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.

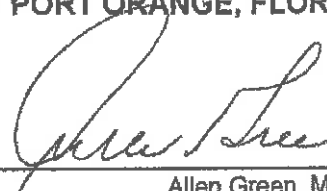
24. Notice: For purposes of this agreement, notices shall be sent as follows:

City of Port Orange
Kenneth W. Parker, City Manager
1000 City Center Circle
Port Orange, FL 32129

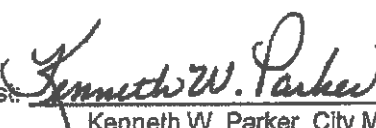
Copy to: City of Port Orange
Warren Pike, Public Works Director
407 Virginia Ave
Port Orange, FL 32129

**Waste Pro of Florida, Inc.
925 South Clyde Morris Blvd
Daytona Beach, FL 32114
386-788-8890**

CITY OF PORT ORANGE, FLORIDA

By: 
Allen Green, Mayor

Date: December 13, 2011

Attest: 
Kenneth W. Parker, City Manager

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 13th day of December, 2011, by Allen Green and Kenneth W. Parker, as Mayor and City Manager, respectively, of the City of Port Orange, Florida, a chartered municipal corporation, who acknowledge that they are duly authorized to execute the foregoing **Temporary Contract for Emergency Services BID 11-08**, on behalf of the City, and who are personally known to me.


Notary Public, State of Florida at Large
Printed, typed or stamped name, seal.



Commission number and expiration of term:

CONTRACTOR

Waste Pro of Florida, Inc.

By: [Signature]

Print Name: TIMOTHY M. DOLAN

Authorized Official or Company Representative

STATE OF Florida
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 31st day of October, 2011, by TIM DOLAN, Authorized Official or Authorized Representative of WASTE PRO OF FLORIDA, INC., who is personally known to me or who has produced _____ as identification and who did (did not) take an oath and who warrants that he or she has authority to enter into the foregoing Temporary Contract for Emergency Services BID 11-08 on behalf of Waste Pro of Florida, LLC.

[Signature]

Notary Public, State of Florida at Large
Printed, typed or stamped name, seal,

Commission number and expiration of term:



EXHIBIT A

ROUTE SCHEDULES

City of Port Orange

Growing in Beauty and Opportunity

Garbage Route Schedule by Streets not in Subdivisions

Effective Oct. 1, 2011

Prepared 8/5/11

STREET LISTING	Subdivision	Garbage Route #	House Count	GARBAGE PICKUPS	YARD WASTE PICKUP	Recycle Route #	RECYCLING PICKUP
1 1st thru 6th Street	Portora	6	See Sub	Monday - Thursday	Wednesday	4	Thursday
2 A Street		6	no homes	Monday - Thursday	Wednesday	4	Thursday
3 Acadia Circle		6	15	Tuesday - Friday	Wednesday	4	Friday
4 Acadia Drive		6	14	Tuesday - Friday	Wednesday	4	Friday
5 Airport Road		2	Comm	Tuesday - Friday	Wednesday	4	Friday
6 Alexander Ave		6	Comm	Monday - Thursday	Wednesday	4	Thursday
7 Amber Circle	Amber Village	4	See Sub	Monday - Thursday	Wednesday	1	Thursday
8 Anita Street		2	1	Tuesday - Friday	Wednesday	4	Thursday
9 Appleview Way	Countryside	1	see sub	Tuesday - Friday	Wednesday	1	Tuesday
10 Ash Avenue, (by Acadia Dr. and Baywood)		6	7	Tuesday - Friday	Wednesday	4	Friday
11 Ashley Circle	Amber Village	4	See Sub	Monday - Thursday	Wednesday	1	Thursday
12 Azalea Street		6	12	Tuesday - Friday	Wednesday	4	Friday
13 B Street		6	no homes	Monday - Thursday	Wednesday	4	Friday
14 Barford Avenue	Allandale	6	See Sub	Tuesday - Friday	Wednesday	4	Friday
15 Bayshore Drive East	Harbor Oaks	6	See Sub	Monday - Thursday	Wednesday	4	Thursday
16 Bayshore Drive West	Harbor Oaks	6	See Sub	Tuesday - Friday	Wednesday	4	Friday
17 Bayview Lane		4	34	Tuesday - Friday	Wednesday	3	Friday
18 Baywood Avenue		4	8	Tuesday - Friday	Wednesday	3	Friday
19 Baywood Circle		6	20	Tuesday - Friday	Wednesday	4	Friday
20 Bears Trail		4	2	Monday - Thursday	Wednesday	1	Thursday
21 Biro Drive		4	15	Monday - Thursday	Wednesday	1	Thursday
22 Bobcat Trail		4	2	Monday - Thursday	Wednesday	1	Thursday
23 Boggs-Ford Road	Skylake	8	See Sub	Tuesday - Friday	Wednesday	1	Thursday
24 Boyle Street	Mac John	8	See Sub	Tuesday - Friday	Wednesday	4	Tuesday
25 Bretts Street	Harbor Oaks	6	See Sub	Tuesday - Friday	Wednesday	4	Tuesday
26 Broken Bow	Broken Bow Estates, Seminole Woods	5	See Sub	Tuesday - Friday	Wednesday	1	Friday
27 Brook Lane		8	no homes	Tuesday - Friday	Wednesday	4	Tuesday
28 Bruner Road	Vikings	2	see sub	Monday - Thursday	Wednesday	3	Monday
29 Burgoyne Road	Harbor Oaks	6	See Sub	Tuesday - Friday	Wednesday	4	Friday
30 Burklin Place		4	no homes	Monday - Thursday	Wednesday	1	Thursday
31 Buttermilk Lane		3	13	Monday - Thursday	Wednesday	4	Monday
32 Cactus Street		6	6	Tuesday - Friday	Wednesday	4	Friday
33 Canalview Blvd.		4	22	Monday - Thursday	Wednesday	1	Thursday
34 Carlton Place		6	6	Monday - Thursday	Wednesday	4	Thursday
35 Carya Circle		7	5	Monday - Thursday	Wednesday	3	Thursday
36 Cedar Street	Harbor Oaks	6	See Sub	Monday - Thursday	Wednesday	4	Thursday
37 Central Park Blvd.		5	49	Tuesday - Friday	Wednesday	1	Friday
38 Charles Street	Portora	6	See Sub	Monday - Thursday	Wednesday	4	Thursday
39 Chipmunk Trail		4	3	Monday - Thursday	Wednesday	1	Thursday
40 Christianity Avenue	Allandale, Briarwood	6	See Sub	Tuesday - Friday	Wednesday	4	Friday
41 Cristy Drive		4	16	Monday - Thursday	Wednesday	1	Thursday
42 Church Street		6	13	Monday - Thursday	Wednesday	4	Thursday

City of Port Orange
Growing in Beauty and Opportunity
Garbage Route Schedule by Streets not in Subdivisions
 Effective Oct. 1, 2011
 Prepared 8/5/11

STREET LISTING	Subdivision	Garbage Route #	House Count	GARBAGE PICKUPS	YARD WASTE PICKUP	Recycle Route #	RECYCLING PICKUP
43 City Center Circle, Drive, Blvd.		7	3	Monday - Thursday	Wednesday	3	Thursday
44 Clara Street		7	5	Monday - Thursday	Wednesday	3	Thursday
45 Clark Place	Allendale	6	See Sub	Monday - Thursday	Wednesday	4	Thursday
46 Clyde Morris Blvd.		3	8	Monday - Thursday	Wednesday	4	Monday
47 Coconut Row		6	7	Monday - Thursday	Wednesday	4	Thursday
48 Commonwealth Blvd		6	28	Tuesday - Friday	Wednesday	4	Friday
49 Coral Way		6	12	Monday - Thursday	Wednesday	4	Thursday
50 Country Lane	Countryside Cove, The	1	See Sub	Tuesday - Friday	Wednesday	1	Tuesday
51 Cove Lane	Allendale	5	See Sub	Tuesday - Friday	Wednesday	1	Friday
52 Crowell Street		5	See Sub	Monday - Thursday	Wednesday	2	Thursday
53 Dagwood Circle		4	3	Monday - Thursday	Wednesday	1	Thursday
54 Dairy Court		5	Comm	Monday - Thursday	Wednesday	2	Thursday
55 Dailford Road	White Acres	5	See Sub	Tuesday - Friday	Wednesday	1	Friday
56 Dogwood Road		1	14	Tuesday - Friday	Wednesday	1	Tuesday
57 Dubois Avenue	Allendale, Harbor Town Village	6	See Sub	Tuesday - Friday	Wednesday	4	Friday
58 Dunlawton Avenue, east of Nova Rd		6	14	Monday - Thursday	Wednesday	4	Thursday
59 Dunlawton Avenue, west of Nova Rd.		6	no homes	Monday - Thursday	Wednesday	3	Thursday
60 Eagle Lake Trail	Countryside Commercial	7	commercial	Monday - Thursday	Wednesday	commercial	Thursday
61 Edity Lane		4	7	Monday - Thursday	Wednesday	1	Thursday
62 Elbow Lane	Port Orange Trailer Park	6	See Sub	Containers	Wednesday	3	Thursday
63 Elm Street		6	6	Tuesday - Friday	Wednesday	4	Friday
64 Ernest Drive		3	8	Tuesday - Friday	Wednesday	2	Tuesday
65 Farmbrook Road		6	37	Tuesday - Friday	Wednesday	4	Friday
66 Fitzgerald Street	Allendale	8	See Sub	Tuesday - Friday	Wednesday	4	Friday
67 Flagler Avenue	Commonwealth	4	See Sub	Tuesday - Friday	Wednesday	3	Friday
68 Fleming Avenue		6&5	8	Monday - Thursday	Wednesday	2 & 4	Thursday
69 Fox Place		6	8	Monday - Thursday	Wednesday	4	Thursday
70 Francis Street		7	12	Monday - Thursday	Wednesday	3	Thursday
71 Freda Lane		5	5	Monday - Thursday	Wednesday	1	Friday
72 Gallen Court	Cove, The	5	See Sub	Tuesday - Friday	Wednesday	1	Friday
73 Glades Court		commercial	commercial	Commercial	Wednesday	commercial	Friday
74 Gladys Street	White Acres	5	See Sub	Tuesday - Friday	Wednesday	1	Friday
75 Golf Villa Drive		2	See Sub	Tuesday - Friday	Wednesday	2	Tuesday
76 Gordon Street		7	3	Monday - Thursday	Wednesday	3	Thursday
77 Grant Street		6	24	Monday - Thursday	Wednesday	4	Thursday
78 Greenbrier Avenue		4	31	Tuesday - Friday	Wednesday	3	Friday
79 Halifax Drive		6	37	Monday - Thursday	Wednesday	4	Thursday
80 Henry Street	Portonia	6	See Sub	Monday - Thursday	Wednesday	4	Thursday
81 Hensel Hill East		1	15	Tuesday - Friday	Wednesday	1	Thursday
82 Hensel Hill West		1	15	Tuesday - Friday	Wednesday	1	Tuesday
83 Hensel Road		1	25	Tuesday - Friday	Wednesday	1	Tuesday
84 Herb Court		4	3	Monday - Thursday	Wednesday	1	Thursday

City of Port Orange
Growing in Beauty and Opportunity
Garbage Route Schedule by Streets not in Subdivisions
 Effective Oct. 1, 2011
 Prepared 8/5/11

STREET LISTING	Subdivision	Garbage Route #	House Count	GARBAGE PICKUPS	YARD WASTE PICKUP	Recycle Route #	RECYCLING PICKUP
85 Herbert Street (Nova Road to Clyde Morris Blvd.)		7	10	Monday - Thursday	Wednesday	3	Thursday
86 Herbert Street (Nova Road to Halifax Drive)		4	85	Monday - Thursday	Wednesday	1	Thursday
87 Hickory Avenue		6	14	Tuesday - Friday	Wednesday	4	Friday
88 Hickory Street		6	19	Tuesday - Friday	Wednesday	4	Friday
89 Homer Road (west of 95 north of Taylor)		7	no homes	Tuesday - Friday	Wednesday	2	Tuesday
90 Houston Street	Mac John	8	See Sub	Tuesday - Friday	Wednesday	4	Tuesday
91 Howes Street	Allandale	5	See Sub	Monday - Thursday	Wednesday	2	Thursday
92 Hugh Street	Beacon Woods	7	See Sub	Monday - Thursday	Wednesday	3	Thursday
93 Isabelle Avenue (north of Commonwealth)		5	28	Monday - Thursday	Wednesday	2	Thursday
94 Isabelle Avenue (south of Commonwealth)		6	92	Tuesday - Friday	Wednesday	4	Friday
95 Jacaranda Avenue		6	4	Tuesday - Friday	Wednesday	4	Friday
96 Jackson Street		4&5	80	Monday - Thursday	Wednesday	1 & 2	Thursday
97 Jacobus Road		1	no homes	Tuesday - Friday	Wednesday	1	Tuesday
98 James Street	Portona	6	See Sub	Monday - Thursday	Wednesday	4	Thursday
99 Jane Ann Street		5	13	Monday - Thursday	Wednesday	2	Thursday
100 Jean France Lane		6	2	Monday - Thursday	Wednesday	4	Thursday
101 Jefferson Avenue		6	20	Monday - Thursday	Wednesday	4	Thursday
102 John Street	Portona	6	See Sub	Monday - Thursday	Wednesday	4	Thursday
103 Judges Lane		4	3	Monday - Thursday	Wednesday	1	Thursday
104 Kenwood Drive	Ryanwood	4	See Sub	Monday - Thursday	Wednesday	1	Thursday
105 Kirby Place	Allandale	6	See Sub	Monday - Thursday	Wednesday	4	Thursday
106 Kokomo Circle	Silver Oak	5	See Sub	Monday - Thursday	Wednesday	2	Thursday
107 Kokomo Drive	Silver Oak	5	See Sub	Monday - Thursday	Wednesday	2	Thursday
108 Lafayette Street		6	80	Monday - Thursday	Wednesday	4	Thursday
109 Lancelwood Circle		6	29	Tuesday - Friday	Wednesday	4	Friday
110 Lancelwood Drive		6	46	Tuesday - Friday	Wednesday	4	Friday
111 Landis Avenue	Allandale, Harbor Town Village	6	See Sub	Tuesday - Friday	Wednesday	4	Friday
112 Legion Place		6	12	Monday - Thursday	Wednesday	4	Thursday
113 Lemon Street		4	8	Monday - Thursday	Wednesday	1	Thursday
114 Lex Court	Lexington, The	4	See Sub	Monday - Thursday	Wednesday	1	Thursday
115 Little Creek Court		4	4	Monday - Thursday	Wednesday	1	Thursday
116 Locust Street		4	7	Monday - Thursday	Wednesday	1	Thursday
117 Lone Palm Ln.	Port Orange Trailer Park	6	See Sub	Containers	Wednesday	3	Thursday
118 Louisville Street		6	13	Monday - Thursday	Wednesday	4	Thursday
119 Madeline Avenue		2 & 4	9	Monday - Thursday	Wednesday	1	Thursday
120 Magnolia Avenue East	Harbor Oaks	6	See Sub	Tuesday - Friday	Wednesday	4	Thursday
121 Magnolia Avenue West	Harbor Oaks	6	See Sub	Tuesday - Friday	Wednesday	4	Friday
122 Magnolia Street		6	83	Monday - Thursday	Wednesday	4	Thursday
123 Main Street	Harbor Oaks	6	See Sub	Monday - Thursday	Wednesday	4	Thursday
124 McDorald Road		4	28	Monday - Thursday	Wednesday	1	Thursday
125 McGinnis Avenue		8	no homes	Monday - Thursday	Wednesday	1	Monday
126 Meeker Place		6	no homes	Monday - Thursday	Wednesday	4	Thursday

City of Port Orange
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Garbage Route Schedule by Streets not in Subdivisions
 Effective Oct. 1, 2011
 Prepared 8/5/11

STREET LISTING	Subdivision	Garbage Route #	House Count	GARBAGE PICKUPS	YARD WASTE PICKUP	Recycle Route #	RECYCLING PICKUP
127 Milbrock Avenue		4	27	Tuesday - Friday	Wednesday	3	Friday
128 Monroe Place		6	5	Monday - Thursday	Wednesday	4	Thursday
129 Monroe Street		6	2	Monday - Thursday	Wednesday	4	Thursday
130 Moss Avenue		6	12	Tuesday - Friday	Wednesday	4	Friday
131 Nancy Circle		6	8	Monday - Thursday	Wednesday	4	Thursday
132 Newton Road	Hickory Pk, Oakland Pk, White Acres, Windsor Colony	5	See Sub	Tuesday - Friday	Wednesday	1	Friday
133 Nixon Lane		4	38	Monday - Thursday	Wednesday	1	Thursday
134 Norman Street		6	1	Monday - Thursday	Wednesday	4	Thursday
135 Normandy Blvd		6	18	Tuesday - Friday	Wednesday	4	Friday
136 North Swallow Tail Drive	Waterbridge	commercial	See Sub	Monday - Thursday	Wednesday	3	Thursday
137 Nova Road, north City Limits to North Swallowtail		4	1	Monday - Thursday	Wednesday	1	Thursday
138 Nova Road, North Swallowtail to Farmbrook		4	30	Monday - Thursday	Wednesday	3	Friday
139 Oak Place		commercial	commercial	Tuesday - Friday	Wednesday	commercial	
140 Oak Street		6	58	Monday - Thursday	Wednesday	4	Thursday
141 Oak Street	Harbor Oaks	6	See Sub	Monday - Thursday	Wednesday	4	Thursday
142 Dales Avenue	Allandale	6	See Sub	Tuesday - Friday	Wednesday	4	Friday
143 Ocean Avenue		6	22	Monday - Thursday	Wednesday	4	Thursday
144 Old Dunlawton Avenue		4	3	Monday - Thursday	Wednesday	1	Thursday
145 Old Sugar Mill Road		4	33	Monday - Thursday	Wednesday	1	Thursday
146 Orange Avenue, north of Commonwealth	Commonwealth	6	See Sub	Monday - Thursday	Wednesday	4	Thursday
147 Orange Blvd.		5	9	Monday - Thursday	Wednesday	2	Thursday
148 Orange St		5	no homes	Monday - Thursday	Wednesday	2	Thursday
149 Orchard Street		5	7	Monday - Thursday	Wednesday	2	Thursday
150 Overlook Trail		5	13	Monday - Thursday	Wednesday	1	Friday
151 Palm Avenue		6	See Sub	Tuesday - Friday	Wednesday	4	Friday
152 Palm Circle Drive	Harbor Oaks	6	11	Tuesday - Friday	Wednesday	4	Friday
153 Palmello Street		6	34	Monday - Thursday	Wednesday	4	Friday
154 Park Lane		Confainers	Confainers	Monday - Thursday	Wednesday	Confainers	Thursday
155 Pat Heien Drive	Halifax Mobile Estates	4	See Sub	Tuesday - Friday	Wednesday	3	Friday
156 Peninsula Drive		6	38	Monday - Thursday	Wednesday	4	Thursday
157 Petersen Lane		8	1	Tuesday - Friday	Wednesday	4	Thursday
158 Pine Street		4	no homes	Tuesday - Friday	Wednesday	3	Friday
159 Pineland Ave. north of Commonwealth	Commonwealth, Allandale, Briarwood	5	See Sub	Monday - Thursday	Wednesday	2	Thursday
160 Plainview Drive	Countryside	1	see sub	Tuesday - Friday	Wednesday	1	Thursday
161 Plumosa Avenue		6	14	Tuesday - Friday	Wednesday	4	Friday
162 Poinciana Avenue		6	56	Tuesday - Friday	Wednesday	4	Friday
163 Powers Avenue		4	21	Monday - Thursday	Wednesday	1	Thursday
164 Pingle Road		5	11	Tuesday - Friday	Wednesday	1	Friday
165 Railroad Street	Portona	6	See Sub	Monday - Thursday	Wednesday	4	Thursday
166 Regency Blvd.	Briarwood	8	See Sub	Tuesday - Friday	Wednesday	4	Friday
167 Regency Drive	Pickwick Village	3	See Sub	Monday - Thursday	Wednesday	4	Monday
168 Rentedade lane	Seminole Woods	5	See Sub	Tuesday - Friday	Wednesday	1	Friday

City of Port Orange

Growing in Beauty and Opportunity

Garbage Route Schedule by Streets not in Subdivisions

Effective Oct. 1, 2011

Prepared 8/5/11

STREET LISTING	Subdivision	Garbage Route #	House Count	GARBAGE PICKUPS	YARD WASTE PICKUP	Recycle Route #	RECYCLING PICKUP
168 Renner Road	Hidden Oaks, White Acres	5	See Sub	Tuesday - Friday	Wednesday	1	Friday
170 Richel Drive	Southwinds, Sunrise Oaks	3	See Sub	Monday - Thursday	Wednesday	4	Monday
171 Ridgewood Avenue		6	30	Monday - Thursday	Wednesday	4	Thursday
172 Riverside Drive		6	147	Monday - Thursday	Wednesday	4	Thursday
173 Riverview Lane		6	11	Monday - Thursday	Wednesday	4	Thursday
174 Robert Street	Portona	6	See Sub	Tuesday - Friday	Wednesday	4	Friday
175 Roselle Street		4	2	Monday - Thursday	Wednesday	1	Thursday
176 Rudy Lane		6	3	Monday - Thursday	Wednesday	4	Thursday
177 Ruth Street		4	15	Monday - Thursday	Wednesday	1	Thursday
178 Rutters Road		5	2	Tuesday - Friday	Wednesday	1	Friday
179 Sail Court	Anglers	5	See Sub	Monday - Thursday	Wednesday	2	Thursday
180 Samms Avenue		7	51	Monday - Thursday	Wednesday	3	Thursday
181 Sanders Road	Woodlake	5	See Sub	Monday - Thursday	Wednesday	2	Thursday
182 Sandra Street	Mac John	8	See Sub	Tuesday - Friday	Wednesday	4	Tuesday
183 Sandy Terrace Court	Terrace Village	7	See Sub	Monday - Thursday	Wednesday	3	Thursday
184 Sauls Street		4	no homes	Monday - Thursday	Wednesday	1	Thursday
185 Schoolhouse Drive		1	no homes	Monday - Thursday	Wednesday	2	Monday
186 Self Circle		5	2	Monday - Thursday	Wednesday	2	Thursday
187 Seminole Ave	Harbor Oaks	8	See Sub	Monday - Thursday	Wednesday	4	Thursday
188 Shamrock Drive		6	14	Monday - Thursday	Wednesday	4	Thursday
189 South Peninsula Drive		6	38	Monday - Thursday	Wednesday	4	Thursday
190 South Swallowtail Drive	Countryside	1	See Sub	Tuesday - Friday	Wednesday	1	Tuesday
191 Spartan Avenue	Halifax Mobile Estates	4	See Sub	Tuesday - Friday	Wednesday	3	Friday
192 Springview Drive	Countryside	1	see sub	Tuesday - Friday	Wednesday	1	Tuesday
193 Spruce Creek Road (Commonwealth to Anthony Drive)		3, 4 & 5	28	Tuesday - Friday	Wednesday	1, 2 & 3	Friday
194 Spruce Creek Road (Dunlawton to Commonwealth Blvd.)		5	24	Monday - Thursday	Wednesday	2	Thursday
195 Stewart Avenue	Sweetwater Estates	1	See Sub	Tuesday - Friday	Wednesday	1	Tuesday
196 Sugar Plum Lane	Sugar Mill	4	See Sub	Monday - Thursday	Wednesday	1	Thursday
197 Summertime Drive	Summerfield	5	See Sub	Monday - Thursday	Wednesday	1	Thursday
198 Sweetgum Lane		4	24	Monday - Thursday	Wednesday	1	Thursday
199 Sweetwater Estates	Sweetwater Estates	1	See Sub	Tuesday - Friday	Wednesday	1	Thursday
200 Sydney Street	Commonwealth	4	See Sub	Tuesday - Friday	Wednesday	3	Friday
201 Talo Circle		6	8	Monday - Thursday	Wednesday	4	Thursday
202 Taylor Avenue	North side of Commonwealth	5	See Sub	Monday - Thursday	Wednesday	2	Thursday
203 Taylor Avenue	South side of Commonwealth	6	See Sub	Tuesday - Friday	Wednesday	4	Friday
204 Taylor Branch Road		3	20	Tuesday - Friday	Wednesday	4	Tuesday
205 Taylor Road (Devon Street to Spruce Creek Road)		1	7	Tuesday - Friday	Wednesday	1	Friday
206 Taylor Road (Devon Street to Dunlawton Avenue)		7	no homes	Tuesday - Friday	Wednesday	2	Tuesday
207 Taylor Road (Dunlawton Avenue to Airport Road)		8	no homes	Monday - Thursday	Wednesday	1	Monday
208 Town West Blvd.		7	3	Monday - Thursday	Wednesday	3	Thursday
209 Trails End Drive		3	See Sub	Tuesday - Friday	Wednesday	2	Friday
210 Trailwood Drive	Cambridge Acres						

City of Port Orange
Growing in Beauty and Opportunity
Garbage Route Schedule by Streets not in Subdivisions
 Effective Oct. 1, 2011
 Prepared 8/5/11

STREET LISTING	Subdivision	Garbage Route #	House Count	GARBAGE PICKUPS	YARD WASTE PICKUP	Recycle Route #	RECYCLING PICKUP
211 Turtle Creek Drive	Countryside Commercial	4	See Sub	Tuesday - Friday	Wednesday	1	Tuesday
212 Turton Lane	Harbor Point	8	See Sub	Tuesday - Friday	Wednesday	4	Friday
213 Vagabond Drive	Halifax Mobile Estates	4	See Sub	Tuesday - Friday	Wednesday	3	Friday
214 Valley Street		6	2	Monday - Thursday	Wednesday	4	Thursday
215 Vaughn Road	White Acres	5	See Sub	Tuesday - Friday	Wednesday	1	Friday
216 Venetian Circle		6	10	Monday - Thursday	Wednesday	4	Thursday
217 Victoria Gardens Blvd.		1	no homes	Tuesday - Friday	Wednesday	1	Tuesday
218 Village Trail	Countryside	1	See Sub	Tuesday - Friday	Wednesday	1	Tuesday
219 Virginia Avenue		6	17	Monday - Thursday	Wednesday	4	Thursday
220 Vista View Circle		1	4	Tuesday - Friday	Wednesday	1	Tuesday
221 Voss Place		6	2	Monday - Thursday	Wednesday	4	Thursday
222 Wellfield Drive		7	3	Monday - Thursday	Wednesday	3	Thursday
223 Wellman Street		6	7	Monday - Thursday	Wednesday	4	Thursday
224 Westridge Avenue	Allandale	5	See Sub	Monday - Thursday	Wednesday	2	Thursday
225 White Cap Avenue		6	1	Monday - Thursday	Wednesday	4	Thursday
226 White Place		8	9	Monday - Thursday	Wednesday	4	Thursday
227 Williams Lane		8	3	Tuesday - Friday	Wednesday	4	Tuesday
228 Williams Road		8	6	Tuesday - Friday	Wednesday	4	Tuesday
229 Williams Street		5	See Sub	Monday - Thursday	Wednesday	2	Thursday
230 Williamson Blvd south of Taylor	Tanglewood, Portona	8	5	Tuesday - Friday	Wednesday	4	Tuesday
231 Williamson Blvd north of Taylor		8	4	Monday - Thursday	Wednesday	1	Monday
232 Willis Avenue		6	4	Monday - Thursday	Wednesday	4	Thursday
233 Willow Avenue North		6	18	Tuesday - Friday	Wednesday	4	Friday
234 Willow Avenue South		6	27	Tuesday - Friday	Wednesday	4	Friday
235 Willow Run Blvd.		1	24	Monday - Thursday	Wednesday	2	Monday
236 Wiltshire Blvd.	Cambridge Villas	4	See Sub	Tuesday - Friday	Wednesday	3	Friday
237 Windsor Drive	Halifax Mobile Estates	4	See Sub	Tuesday - Friday	Wednesday	3	Friday
238 Wood Street	Commonwealth	4	See Sub	Tuesday - Friday	Wednesday	3	Friday
239 Woodvian Trail	Countryside	7	See Sub	Monday - Thursday	Wednesday	3	Thursday
240 Woodcliff Road		1	17	Tuesday - Friday	Wednesday	1	Tuesday
241 Yorktowne Blvd.		1	no homes	Monday - Thursday	Wednesday	2	Monday
Total			2335				

City of Port Orange

Growing in Beauty and Opportunity

Garbage Route Schedule by Subdivision

Effective Oct 1, 2011

Prepared Revised 1/19/09

	SUBDIVISIONS	Garbage Route #	Lot Counts	GARBAGE PICKUPS	YARD WASTE PICKUP	Recycle Route #	RECYCLING PICKUP
1	Allandale, east side of US1	6	216	Monday - Thursday	Wednesday	4	Thursday
2	Allandale, west side of US1	6	25	Tuesday - Friday	Wednesday	4	Friday
3	Amber Village	4	59	Monday - Thursday	Wednesday	1	Thursday
4	Anglers (see Sail Ct)	5	7	Monday - Thursday	Wednesday	2	Thursday
5	Ashton Lakes	8	128	Tuesday - Friday	Wednesday	4	Tuesday
6	Autumn Trail	7	100	Monday - Thursday	Wednesday	3	Thursday
7	Azalea Pointe	7	25	Monday - Thursday	Wednesday	3	Thursday
8	Banbury	4	31	Monday - Thursday	Wednesday	1	Thursday
9	Barefoot Park	2	190	Monday - Thursday	Wednesday	3	Monday
10	Bayridge	1	19	Tuesday - Friday	Wednesday	1	Tuesday
11	Beacon Woods	7	176	Monday - Thursday	Wednesday	3	Thursday
12	Bennett's Hammocks	7	45	Monday - Thursday	Wednesday	3	Thursday
13	Bent Oaks	3	62	Tuesday - Friday	Wednesday	2	Friday
14	Bertwood	5	68	Tuesday - Friday	Wednesday	1	Friday
15	Brandy Hills	7	287	Monday - Thursday	Wednesday	3	Thursday
16	Briarwood	8	338	Tuesday - Friday	Wednesday	4	Friday
17	Broken Bow Estates	5	19	Tuesday - Friday	Wednesday	1	Friday
18	Cambridge Estates	3	278	Tuesday - Friday	Wednesday	2	Friday
19	Cambridge Acres	4	See Villas	Tuesday - Friday	Wednesday	3	Friday
20	Cambridge Villas	4	117	Tuesday - Friday	Wednesday	3	Friday
21	Central Park	5	101	Tuesday - Friday	Wednesday	1	Friday
22	Commonwealth Estates	6	206	Tuesday - Friday	Wednesday	4	Friday
23	Coguna Cove	8	143	Monday - Thursday	Wednesday	1	Monday
24	Coral Lakes (aka: Potato Patch)	2	See Sub	Monday - Thursday	Wednesday	3	Monday
25	Countryside	1	500	Tuesday - Friday	Wednesday	1	Tuesday
26	Courtyardwalk	4	146	Monday - Thursday	Wednesday	1	Thursday
27	Cove, The, see Gallen Ct & Cove Ct	5	12	Tuesday - Friday	Wednesday	1	Friday
28	Crane Lakes	7	802	Tuesday - Friday	Wednesday	2	Tuesday
29	Crystal Lake	roll off		Tuesday - Friday	Wednesday	1	Wed / Commercial
30	Cross Creek	8	187	Monday - Thursday	Wednesday	1	Monday
31	Cypress Cove	1	182	Tuesday - Friday	Wednesday	1	Tuesday
32	Cypress Head	2	573	Tuesday - Friday	Wednesday	3	Tuesday

City of Port Orange

Growing in Beauty and Opportunity

Garbage Route Schedule by Subdivision

Effective Oct 1, 2011

Prepared Revised 1/19/08

	SUBDIVISIONS	Garbage Route #	Lot Counts	GARBAGE PICKUPS	YARD WASTE PICKUP	Recycle Route #	RECYCLING PICKUP
33	Deep Forest	7	283	Monday - Thursday	Wednesday	3	Thursday
34	Devonwood	3	61	Tuesday - Friday	Wednesday	2	Friday
35	Dunlawton Hills	5	228	Monday - Thursday	Wednesday	2	Thursday
36	Falcon Crest	5	50	Tuesday - Friday	Wednesday	1	Friday
37	Forest Lakes Preserve	8	246	Tuesday - Friday	Wednesday	4	Tuesday
38	Foxboro	3	335	Tuesday - Friday	Wednesday	2	Friday
39	Freemanville, see Portona	6	See Portona	Monday - Thursday	Wednesday	4	Thursday
40	Gatewood	7	109	Monday - Thursday	Wednesday	3	Thursday
41	Gladys White Acres	5	65	Tuesday - Friday	Wednesday	1	Friday
42	Glenwood Village	1	139	Monday - Thursday	Wednesday	2	Monday
43	Golden Pond Estates	5	56	Tuesday - Friday	Wednesday	1	Friday
44	Gray Acres	2	44	Monday - Thursday	Wednesday	3	Monday
45	Groves, The	3	282	Monday - Thursday	Wednesday	4	Monday
46	Halifax Estates	4	99	Tuesday - Friday	Wednesday	3	Friday
47	Halifax Mobile Estates	containers	Containers	Containers	Wednesday	2	Friday
48	Hamlet, The	3	258	Tuesday - Friday	Wednesday	2	Friday
49	Hammocks, The	2	65	Monday - Thursday	Wednesday	3	Monday
50	Harbor Oaks, east side of US 1	6	156	Monday - Thursday	Wednesday	4	Thursday
51	Harbor Oaks, west side of US 1	6	252	Tuesday - Friday	Wednesday	4	Friday
52	Harbor Point	6	126	Monday - Thursday	Wednesday	4	Thursday
53	Harbor Town Village	6	132	Tuesday - Friday	Wednesday	4	Friday
54	Hawks Ridge	5	114	Tuesday - Friday	Wednesday	1	Friday
55	Hensel Hill East and West	1	30	Tuesday - Friday	Wednesday	1	Tuesday
56	Hickory Park	5	21	Tuesday - Friday	Wednesday	1	Friday
57	Hidden Lakes	1	348	Monday - Thursday	Wednesday	2	Monday
58	Hidden Oaks	5	17	Tuesday - Friday	Wednesday	1	Friday
59	Hidden Village	5	29	Monday - Thursday	Wednesday	2	Thursday
60	Highpoint Acres	5	21	Tuesday - Friday	Wednesday	1	Friday
61	Horizon	1	52	Monday - Thursday	Wednesday	2	Monday
62	Hunt Club	1	163	Tuesday - Friday	Wednesday	1	Tuesday
63	Jackson Square	5	25	Monday - Thursday	Wednesday	2	Thursday
64	Kerbern	7	49	Monday - Thursday	Wednesday	3	Thursday

City of Port Orange

Growing in Beauty and Opportunity

Garbage Route Schedule by Subdivision

Effective Oct 1, 2011

Prepared Revised 1/19/09

	SUBDIVISIONS	Garbage Route #	Lot Counts	GARBAGE PICKUPS	YARD WASTE PICKUP	Recycle Route #	RECYCLING PICKUP
65	Kingswood	1	169	Monday - Thursday	Wednesday	2	Monday
66	Lamplighter	4	259	Monday - Thursday	Wednesday	1	Thursday
67	Landings, (Small Lighthouse Point)	2	148	Monday - Thursday	Wednesday	3	Monday
68	Laurelwood	2	323	Monday - Thursday	Wednesday	3	Monday
69	Leisure Villas	3	85	Tuesday - Friday	Wednesday	2	Friday
70	Lexington, The	4	12	Monday - Thursday	Wednesday	1	Thursday
71	Littletown Village	5	107	Monday - Thursday	Wednesday	2	Thursday
72	Lone Oak	3	106	Tuesday - Friday	Wednesday	2	Friday
73	Mac John	8	43	Tuesday - Friday	Wednesday	4	Tuesday
74	Madeline Heights	4	28	Monday - Thursday	Wednesday	1	Thursday
75	Maplewood	4	245	Tuesday - Friday	Wednesday	3	Friday
76	Nob Hill	1	38	Tuesday - Friday	Wednesday	1	Tuesday
77	Oakbrook	1	66	Monday - Thursday	Wednesday	2	Monday
78	Oak Hammock	4	53	Monday - Thursday	Wednesday	1	Thursday
79	Oakland Park	5	144	Tuesday - Friday	Wednesday	1	Friday
80	Parkwood	4	371	Tuesday - Friday	Wednesday	3	Friday
81	Parkwood South	4	144	Tuesday - Friday	Wednesday	3	Friday
82	Pepper Hill	4	23	Monday - Thursday	Wednesday	1	Thursday
83	Pheasant Run	1	16	Tuesday - Friday	Wednesday	1	Tuesday
84	Pheasant Run West	1	15	Tuesday - Friday	Wednesday	1	Tuesday
85	Pickwick Village	3	432	Monday - Thursday	Wednesday	4	Monday
86	Pinacle Park	8	60	Tuesday - Friday	Wednesday	4	Tuesday
87	Port Orange Landings (Big Lighthouse Point)	2	286	Monday - Thursday	Wednesday	3	Monday
88	Port Orange Trailer Park	6	12	Containers	Wednesday	3	Thursday
89	Portora	6	286	Monday - Thursday	Wednesday	4	Thursday
90	Port Orange Plantation	8	88	Monday - Thursday	Wednesday	1	Monday
91	Pofalo Patch, The (aka: Coral Lake)	2	127	Monday - Thursday	Wednesday	3	Monday
92	Raintree	3	114	Tuesday - Friday	Wednesday	2	Friday
93	Ravenwood	3	97	Monday - Thursday	Wednesday	4	Monday
94	Reedy Creek Acres(Mac Jon)	8	See MacJon	Tuesday - Friday	Wednesday	4	Tuesday
95	River Oaks	5	29	Tuesday - Friday	Wednesday	1	Friday
96	Riverwood	5	453	Tuesday - Friday	Wednesday	1	Friday

City of Port Orange

Growing in Beauty and Opportunity

Garbage Route Schedule by Subdivision

Effective Oct 1, 2011

Prepared Revised 1/19/09

	SUBDIVISIONS	Garbage Route #	Lot Counts	GARBAGE PICKUPS	YARD WASTE PICKUP	Recycle Route #	RECYCLING PICKUP
97	Riverwood Plantation	5	See Riverwood	Tuesday - Friday	Wednesday	1	Friday
98	Rolling Hills Estates	5	45	Tuesday - Friday	Wednesday	1	Friday
99	Royal Palm	8	338	Monday - Thursday	Wednesday	1	Monday
100	Ryanwood	4	47	Monday - Thursday	Wednesday	1	Thursday
101	Sable Creek	8	196	Tuesday - Friday	Wednesday	4	Tuesday
102	Sanctuary on Spruce Creek	8	300	Tuesday - Friday	Wednesday	4	Tuesday
103	Sandlewood Estates	2	28	Monday - Thursday	Wednesday	3	Monday
104	Sawgrass Point	8	101	Tuesday - Friday	Wednesday	4	Tuesday
105	Seabird Island	Containers	Containers	Containers	Wednesday	4	Thursday
106	Seminole Woods	5	51	Tuesday - Friday	Wednesday	1	Friday
107	Settling, The, see Raintree	3	See Raintree	Tuesday - Friday	Wednesday	2	Friday
108	Shallowbrook	5	112	Monday - Thursday	Wednesday	2	Thursday
109	Silver Creek	7	57	Monday - Thursday	Wednesday	3	Thursday
110	Silver Oaks (see Kokomo Cir & Kokomo Dr)	5	21	Monday - Thursday	Wednesday	2	Thursday
111	Sky Meadows (See Millicent Ct & Aruna Dr.)	8	14	Tuesday - Friday	Wednesday	4	Tuesday
112	Skylake	8	189	Tuesday - Friday	Wednesday	4	Tuesday
113	Sleepy Hollow	5	175	Monday - Thursday	Wednesday	2	Thursday
114	Southern Oaks	7	35	Monday - Thursday	Wednesday	3	Thursday
115	Southern Pines	4	65	Tuesday - Friday	Wednesday	3	Friday
116	Southport	3	64	Tuesday - Friday	Wednesday	2	Friday
117	Southwinds	3	198	Monday - Thursday	Wednesday	4	Monday
118	Spanish Oaks (NEVER BUILT)	not built	not built	Monday - Thursday	Wednesday	not built	Thursday
119	Springwood Square	Containers	Containers	Containers	Wednesday	1	None Coming
120	Springwood Village (aka Willowlake)	4	96	Monday - Thursday	Wednesday	1	Thursday
121	Spruce Creek Estates	5	55	Tuesday - Friday	Wednesday	1	Friday
122	Spruce Creek Run	1	13	Tuesday - Friday	Wednesday	1	Tuesday
123	Spruce Creek Village	4	113	Tuesday - Friday	Wednesday	3	Friday
124	Spruce Creek Woods	1	36	Tuesday - Friday	Wednesday	1	Tuesday
125	Spruce Estates	4	26	Tuesday - Friday	Wednesday	3	Friday
126	Sleepy Chase, Countryside	1	see C-side	Tuesday - Friday	Wednesday	1	Tuesday
127	Sterling Chase	8	148	Tuesday - Friday	Wednesday	4	Tuesday
128	Sugar Forest	4	119	Monday - Thursday	Wednesday	1	Thursday

City of Port Orange

Growing in Beauty and Opportunity

Garbage Route Schedule by Subdivision

Effective Oct 1, 2011

Prepared Revised 1/19/09

	SUBDIVISIONS	Garbage Route #	Lot Counts	GARBAGE PICKUPS	YARD WASTE PICKUP	Recycle Route #	RECYCLING PICKUP
129	Sugar Grove	4	9	Monday - Thursday	Wednesday	1	Thursday
130	Sugar Mill	4	123	Monday - Thursday	Wednesday	1	Thursday
131	Summerfield	5	14	Tuesday - Friday	Wednesday	1	Friday
132	Summertrees	7	235	Tuesday - Friday	Wednesday	2	Tuesday
133	Summertrees South	7	217	Tuesday - Friday	Wednesday	2	Tuesday
134	Sun Lake	5	57	Tuesday - Friday	Wednesday	1	Friday
135	Sunrise Oaks	3	118	Monday - Thursday	Wednesday	4	Monday
136	Sunset Cove	3	46	Monday - Thursday	Wednesday	4	Monday
137	Sweetwater Estates	1	108	Tuesday - Friday	Wednesday	1	Tuesday
138	Sweetwater Hills	1	209	Tuesday - Friday	Wednesday	1	Tuesday
139	Tanglewood	5	280	Monday - Thursday	Wednesday	2	Thursday
140	Taylor Woods	8	90	Tuesday - Friday	Wednesday	4	Tuesday
141	Terrace Village	7	30	Monday - Thursday	Wednesday	3	Thursday
142	Towering Oaks	5	14	Monday - Thursday	Wednesday	2	Thursday
143	Townhomes North & West	3	120	Monday - Thursday	Wednesday	4	Monday
144	Town Park	8	258	Monday - Thursday	Wednesday	1	Monday
145	Trailwood	3	39	Tuesday - Friday	Wednesday	2	Friday
146	Treasure Isle	4	138	Tuesday - Friday	Wednesday	3	Friday
147	Treetop	3	86	Tuesday - Friday	Wednesday	2	Friday
148	Twin Gates	7	177	Monday - Thursday	Wednesday	3	Thursday
149	Victoria Garden Apts	1	Commercial	Tuesday - Friday	Wednesday	1	Wed /Commercial
150	Vikings, The	2	61	Monday - Thursday	Wednesday	3	Monday
151	Vineyards, The	7	108	Tuesday - Friday	Wednesday	2	Tuesday
152	Waterbridge, Countryside	7	87	Monday - Thursday	Wednesday	3	Thursday
153	Watersedge	2	967	Tuesday - Friday	Wednesday	3	Thursday
154	White Acres (See Gladys White Acres)	5	See Gladys White	Tuesday - Friday	Wednesday	1	Friday
155	Williams Mobile Home Park	4	126	Tuesday - Friday	Wednesday	3	Friday
156	Willow Lakes (aka: Springwood Village)	4	see S-wood Village	Monday - Thursday	Wednesday	1	Thursday
157	Willow Run	1	360	Monday - Thursday	Wednesday	2	Monday
158	Windsor Colony	5	20	Tuesday - Friday	Wednesday	1	Friday
159	Windsor Hill	7	114	Tuesday - Friday	Wednesday	2	Tuesday
160	Winter Park	5	105	Tuesday - Friday	Wednesday	1	Friday

City of Port Orange

Growing in Beauty and Opportunity

Garbage Route Schedule by Subdivision

Effective Oct 1, 2011

Prepared Revised 1/19/09

	SUBDIVISIONS	Garbage Route #	Lot Counts	GARBAGE PICKUPS	YARD WASTE PICKUP	Recycle Route #	RECYCLING PICKUP
161	Winter Woods	1	182	Monday - Thursday	Wednesday	2	Monday
162	Woodlake	5	178	Monday - Thursday	Wednesday	2	Thursday
163	Woods of Port Orange	3	102	Tuesday - Friday	Wednesday	2	Friday
Total House Count				20677			

City of Port Orange

Growing in Beauty and Opportunity

Recycle Route Subdivisions Affected by Day Changes

Effective Oct 1, 2011

Revised 1/19/08

	SUBDIVISIONS	Garbage Route #	Lot Counts	GARBAGE PICKUPS	YARD WASTE PICKUP	Recycle Route #	NEW RECYCLING PICKUP DAY
1	Autumn Trail	7	100	Monday - Thursday	Wednesday	3	Thursday
2	Azalea Pointe	7	25	Monday - Thursday	Wednesday	3	Thursday
3	Bennett's Hammocks	7	45	Monday - Thursday	Wednesday	3	Thursday
4	Bentwood	5	68	Tuesday - Friday	Wednesday	1	Friday
5	Brandy Hills	7	287	Monday - Thursday	Wednesday	3	Thursday
6	Broken Bow Estates	5	19	Tuesday - Friday	Wednesday	1	Friday
7	Central Park	5	101	Tuesday - Friday	Wednesday	1	Friday
8	Cove, The, see Gallen Ct & Cove Ct	5	12	Tuesday - Friday	Wednesday	1	Friday
9	Falcon Crest	5	50	Tuesday - Friday	Wednesday	1	Friday
10	Gladys White Acres	5	65	Tuesday - Friday	Wednesday	1	Friday
11	Golden Pond Estates	5	56	Tuesday - Friday	Wednesday	1	Friday
12	Hawks Ridge	5	114	Tuesday - Friday	Wednesday	1	Friday
13	Hickory Park	5	21	Tuesday - Friday	Wednesday	1	Friday
14	Hidden Oaks	5	17	Tuesday - Friday	Wednesday	1	Friday
15	Highpoint Acres	5	21	Tuesday - Friday	Wednesday	1	Friday
16	Lone Oak	3	106	Tuesday - Friday	Wednesday	2	Friday
17	Oakland Park	5	144	Tuesday - Friday	Wednesday	1	Friday
18	Raintree	3	114	Tuesday - Friday	Wednesday	2	Friday
19	River Oaks	5	29	Tuesday - Friday	Wednesday	1	Friday
20	Rolling Hills Estates	5	45	Tuesday - Friday	Wednesday	1	Friday
21	Seminole Woods	5	51	Tuesday - Friday	Wednesday	1	Friday
22	Settlings, The, see Raintree	3	See Raintree	Tuesday - Friday	Wednesday	2	Friday
23	Silver Creek	7	57	Monday - Thursday	Wednesday	3	Thursday
24	Southport	3	64	Tuesday - Friday	Wednesday	2	Friday
25	Spruce Creek Estates	5	55	Tuesday - Friday	Wednesday	1	Friday
26	Sun Lake	5	57	Tuesday - Friday	Wednesday	1	Friday

Revised 1/19/09

	SUBDIVISIONS	Garbage Route #	Lot Counts	GARBAGE PICKUPS	YARD WASTE PICKUP	Recycle Route #	NEW RECYCLING PICKUP DAY
27	Terrace Village	7	30	Monday - Thursday	Wednesday	3	Thursday
28	Twin Gates	7	177	Monday - Thursday	Wednesday	3	Thursday
29	Waterbridge, Countryside	7	87	Monday - Thursday	Wednesday	3	Thursday
30	Windsor Colony	5	20	Tuesday - Friday	Wednesday	1	Friday
31	Winter Park	5	106	Tuesday - Friday	Wednesday	1	Friday
	Total House Count		2142				

City of Port Orange
Growing in Beauty and Opportunity
Recycle Route by Streets not in Subdivisions
Affected by Day Changes

STREET LISTING	Subdivision	Garbage Route #	House Count	GARBAGE PICKUPS	YARD WASTE PICKUP	Recycle Route #	RECYCLING PICKUP
1 Broken Bow	Broken Bow Estates, Seminole Woods	5	See Sub	Tuesday - Friday	Wednesday	1	Friday
2 Central Park Blvd.		5	49	Tuesday - Friday	Wednesday	1	Friday
3 City Center Circle, Drive, Blvd.		7	3	Monday - Thursday	Wednesday	3	Thursday
4 Clara Street		7	6	Monday - Thursday	Wednesday	3	Thursday
5 Cove Lane	Cove, The White Acres	6	See Sub	Tuesday - Friday	Wednesday	1	Friday
6 Dafford Road		5	See Sub	Tuesday - Friday	Wednesday	1	Friday
7 Duilawton Avenue, west of Nova Rd.		7	no homes	Monday - Thursday	Wednesday	3	Thursday
8 Francis Street		7	12	Monday - Thursday	Wednesday	3	Thursday
9 Freda Lane	Cove, The White Acres	5	5	Tuesday - Friday	Wednesday	1	Friday
10 Galien Court		5	See Sub	Tuesday - Friday	Wednesday	1	Friday
11 Gladys Street		5	See Sub	Tuesday - Friday	Wednesday	1	Friday
12 Gordon Street		7	3	Monday - Thursday	Wednesday	3	Thursday
13 Hensel Road (5967-6080)	Hickory Pk, Oakland Pk, White Acres, Windsor Colony Waterbridge	5	15	Tuesday - Friday	Wednesday	1	Friday
14 Herbert Street (Nova Road to Clyde Morris Blvd.)		7	10	Monday - Thursday	Wednesday	3	Thursday
15 Newton Road		5	See Sub	Tuesday - Friday	Wednesday	1	Friday
16 North Swallow Tail Drive		commercial	See Sub	Monday - Thursday	Wednesday	3	Thursday
17 Overlook Trail	Seminole Woods Hidden Oaks, White Acres	5	13	Tuesday - Friday	Wednesday	1	Friday
18 Pringle Road		5	11	Tuesday - Friday	Wednesday	1	Friday
19 Renegade Lane		6	See Sub	Tuesday - Friday	Wednesday	1	Friday
20 Renner Road		5	See Sub	Tuesday - Friday	Wednesday	1	Friday
21 Rutters Road	Terrace Village White Acres	5	2	Tuesday - Friday	Wednesday	1	Friday
22 Sandy Terrace Court		7	See Sub	Monday - Thursday	Wednesday	3	Thursday
23 Trails End Drive		7	3	Monday - Thursday	Wednesday	3	Thursday
24 Vaughn Road		5	See Sub	Tuesday - Friday	Wednesday	1	Friday
25 Westfield Drive		7	3	Monday - Thursday	Wednesday	3	Thursday
TOTAL			134				

WEDNESDAY RECYCLE TOTEY ROUTE			EFFECTIVE OCTOBER 1, 2011			
Oct-11	BUSINESS		STREET ADDRESS	TOTERS	# OF PICKUPS	Pick-Up Day NUMBER UNITS SERVICED
1	WHISPERING WOODS CONDO ASSO.	830	AIRPORT RD.	8	1	WED 104
2	SUGARMILL APTS.	3636	CARAMEL AV.	6	1	WED 168
3	OCEANSIDE CONDO	3620	CARDINAL BLVD.	2	1	WED 16
4	P.O. FIRE STATION #2	6071	CENTRAL PARK BLVD.	2	1	WED 1
5	P.O. FIRE STATION #3	1090	CITY CENTER BLVD.	3	1	WED 1
6	P.O. GYM	4656	CITY CENTER CIR.	2	1	WED 1
7	P.O. YMCA	4701	CITY CENTER PKWY	2	1	WED 1
8	P.O. POLICE DEPT.	4545	CLYDE MORRIS BLVD.	2	1	WED 1
9	CORAL BAY VILLAS	4801	CLYDE MORRIS BLVD.	2	1	WED 88
10	P.O. BALLFIELD	5200	CORACI BLVD.	2	1	WED 1
11	VICTORIAN APTS.	1394	DUNLAWTON AV.	4	1	WED 94
12	OCEAN OAKS APTS.	1845	DUNLAWTON AV. BLD. 30	8	1	WED 292
13	EAGLE LAKE APTS./BUNGALOWS OF PORT	1025	EAGLE LAKE TR.	7	1	WED 77
14	LEGACY @ CRYSTAL LAKES	1200	FLORAL SPRINGS BLVD.	7	1	WED 288
15	RIVER WEST APTS.	4084	HALIFAX DR.	3	1	WED 18
16	EPIPHANY CATHOLIC CHURCH	200	LAFAYETTE ST	2	1	WED 1
17	ROGERS APTS.	805	LOUISVILLE ST.	3	1	WED 12
18	LAKESIDE APTS. / PIERPOINT	1010	N. SWALLOW TAIL DR.	11	1	WED 216
19	ELMWOOD MOBILE HOME PARK	3300	NOVA RD.	12	1	WED 102
20	TRAILWOOD APARTMENTS	3980	OAK TRAIL RUN	6	1	WED 48
21	CARLEY APTS 2	4965	ORANGE BLVD.	2	1	WED 12
22	CYPRESS HEAD CLUBHOUSE	6231	PALM VISTA ST.	2	1	WED 1
23	INTERCOASTAL VILLAS	3333	RIDGEWOOD AV.	3	1	WED 29
24	CHAMBER OF COMMERCE / PAVILLION	3431	RIDGEWOOD AV.	1	1	WED 1
25	EPIPHANY MANOR	4792	RIDGEWOOD AV.	6	1	WED 72
26	RIVERSIDE MOBILE HOME PARK	5277	RIDGEWOOD AV.	1	1	WED 96
27	JADEWINDS APTS	3800	S. PENINSULA DR.	1	1	WED 16
28	HALIFAX EAST APTS	3802	S. PENINSULA DR.	2	1	WED 7
29	ADMIRALTY CLUB	3808	S. PENINSULA DR.	8	1	WED 101
30	FIRE STATION	1701	TOWN WEST BLVD	2	1	WED 1
31	LAKE HURST VILLAS/VILLAGGIO ON THE LAKE	940	VILLAGE TRAIL	6	1	WED 223
32	PARK AT COUNTRYSIDE	955	VILLAGE TRAIL	12	1	WED 121
33	P.O. PUBLIC WORKS DEPT.	407	VIRGINIA AVE	1	1	WED 1
34	ASHTON POINT APTS.	6305	WILLIAMSON BLVD.	8	1	WED 288
35	TRAILWOODS TOWN HOUSES	3980	WILLOW TRAIL RUN	12	1	WED 68
36	HAWTHORNE VILLAGE	3900	YORKTOWNE BLVD	4	1	WED 368
Total Toters				182		2573

EXHIBIT B
BID SHEET BASE PROPOSAL

Bid Sheet: Base Proposal

City Bills Customer; City Pays Disposal Fee; Residents Provide Container

2x1x1 Residential Customers Active Residential Count 22,601 Residents Provide Container	Contract Term	Renewal Term	Monthly Collection Cost	Monthly Fuel Cost	Monthly Recycling Cost	Total Monthly cost
	5 Years	5 Years	7.57	1.53	1.80	10.90
	7 Years	3 Years	7.42	1.50	1.77	10.69
	10 Years	0 Years	7.27	1.47	1.74	10.48

City Bills Customer; City Pays Disposal Fee; Customer (Business) Provides Container

2x1x1 Commercial Hand Pick-Up Active Business Count 347 Customer Provides Container-Up to (5) 32 gall. Containers Per Collection	Contract Term	Renewal Term	Monthly Collection Cost	Monthly Fuel Cost	Total Monthly Cost
	5 Years	5 Years	24.06	3.91	27.96
	7 Years	3 Years	23.57	3.84	27.41
	10 Years	0 Years	23.11	3.76	26.87

City Bills Customer; City Pays Disposal Fee; Bidder Provides Container

Dumpster Collection Current Dumpster Count 479 Bidder Provides Containers; 2,4,6,8 Yd. Containers Collected up to 7 days Per Week	Contract Term	Renewal Term	Collection Cubic Yd. Cost	Fuel Cubic Yd. Cost	Total Cubic Yd. Cost
	5 Years	5 Years	3.94	0.64	4.58
	7 Years	3 Years	3.86	0.63	4.49
	10 Years	0 Years	3.78	0.62	4.40

Flat Rate Cubic Yard Charge	Contract Term	Renewal Term	Collection Cubic Yd. Cost	Fuel Cubic Yd. Cost	Total Cubic Yd. Cost
	5 Years	5 Years	7.16	1.16	8.32
	7 Years	3 Years	7.02	1.14	8.16
	10 Years	0 Years	6.88	1.12	8.00

Bidder Bills Customer; Bidder Pays Disposal Fee

Garbage Compactor Collection Current Compactors In Place 27 City sets Collection Rate; Bidder adds Disposal Charge	Contract Term	Renewal Term	Collection Cubic Yd. Cost	Fuel Cubic Yd. Cost	Total Cubic Yd. Cost
	5 Years	5 Years	4.80	0.78	5.58
	7 Years	3 Years	4.70	0.77	5.47
	10 Years	0 Years	4.62	0.75	5.37

EXHIBIT C
FUEL SURCHARGE

City of Port Orange, Florida
 Calculation Process for Solid Waste Fuel Price Adjustment
 Contract period beginning November 1, 2011

Base Period		Total	Commercial	Residential
First Semi-Annual Period - Total gallons of diesel used during period		64,130 gallons	7,696 gallons	56,434 gallons
Second or Next Comparable Period				
Second or Next Semi-Annual Period - Total gallons of diesel used during period		64,951 gallons	7,794 gallons	57,157 gallons
Total Diesel Gallons Used:		129,081 gallons	15,490 gallons	113,591 gallons
Proportionate allocation percentage:		100%	12%	88%
Base Period - "a"				
First Semi-Annual Period Fuel Costs: Alloc by proportionate % (Total Cost Calculation Below)		\$ 187,901 "a"	\$ 22,548 "a"	\$ 165,353 "a"
Second or Next Comparable Period - "b"				
Second or Next Semi-Annual Period Fuel Costs: Alloc by Proportionate % (Total Cost Calculation Below)		\$ 200,699 "b"	\$ 24,084 "b"	\$ 176,615 "b"
85% of Change in Monthly Fuel Costs: ("b" - "a") times 85% = "c"		\$ 10,878 "c"	\$ 1,305 "c"	\$ 9,573 "c"
Six Months - Total Commercial cubic yardage or Residential customers billed: "d"			111,817 "d"	137,268 "d"
Monthly Fuel Change: "c" / "d" = "e"			\$ 0.012 "e"	\$ 0.070 "e"
Monthly Fuel Surcharge(Credit) Per Cubic Yard Billed for Commercial or Individual Residence: "e"			\$ 0.012 "e"	\$ 0.070 "e"

* Total estimated commercial container cubic yards to be billed in a six month period.

** Total number of estimated residential accounts to be collected in a six month period.

*** This amount is to recover 85% of additional cost or provide credit for fuel cost saving to customers for a six month period.

Calculation of "a" and "b" Costs		Total usage Diesel	Total Diesel Cost
"a" = Average Rate During Period - On highway per Gallon Diesel Price		\$ 2.93	
Diesel Gallons utilized during the period		64,130 gallons	
Cost of "a" (Each ensuing six month period will be compared to this base period)		\$ 187,901 (A)	\$ 187,901 "a"
"b" = Average Rate During Period - On highway per Gallon Diesel Price		\$ 3.09	
Diesel Gallons utilized during the period		64,951 gallons	
Cost of "b"		\$ 200,699 (B)	\$ 200,699 "b"

Average Price During Period - "On Highway Diesel Price"

From US Energy Information - First 6 Months

From US Energy Information - Second 6 Months

\$ 2.93 gallon
 \$ 3.09 gallon

Calculation Legend

(A) \$2.93 multiplied by 64,130 actual gallons of Diesel used = \$187,901 which is the total cost of Diesel during the Base Period

(B) \$3.09 multiplied by 64,951 actual gallons of Diesel used = \$200,699 which is the total cost of Diesel during the Second Comparable Period

EXHIBIT D
INDEMNITY AGREEMENT

INDEMNITY AGREEMENT

This Indemnity Agreement is entered into by Waste Pro of Florida, Inc., a Florida corporation with an address of 2101 West S.R. 434, Suite 305, Longwood, Florida 32779, and its parent corporation Waste Pro USA, Inc. (hereinafter collectively, "Waste Pro") and the City of Port Orange, a Florida municipal corporation located at 1000 City Center Circle, Port Orange, Florida 32129 ("City"); and Waste Pro and the City collectively referred to as the "Parties".

WHEREAS, Waste Pro was the low bidder on City of Port Orange Bid No. 11-08 but the initial bid award was granted to Veolia ES Solid Waste Southeast, Inc. ("Veolia") based upon Veolia's proposed alternative enhancements not proposed by other bidders; and

WHEREAS, on October 28, 2011 Veolia notified the City that Veolia unilaterally withdrew the executed and bonded solid waste contract dated October 17, 2011 with the City; and

WHEREAS, Veolia was required to execute a contract with the City of Port Orange to become effective on or before October 31, 2011; and

WHEREAS, Veolia and the City, after more than one hundred (100) days of negotiations, verbally agreed on the material terms and conditions; and;

WHEREAS, on October 28, 2011, Veolia unilaterally withdrew material terms after Veolia had agreed to such material terms in writing, and;

WHEREAS, on October 28, 2011, after being requested by the City, Veolia refused to grant a temporary extension of Veolia's current contract with the City so that the City could consider all options and as a result, the City did not have any provision for collection of solid waste starting on November 1, 2011; and

WHEREAS, in order to timely obtain and provide solid waste service, the City sought



and retained contract services with Waste Pro for a temporary period of 45 days on the condition that the City would begin and attempt to negotiate a full five (5) year contract with Waste Pro; and

WHEREAS, Waste Pro has executed a temporary service contract with the City to provide solid waste services, and, in consideration for a five (5) year contract with the City for provision of solid waste services, Waste Pro has agreed, as additional security for the contract, to indemnify the City from any claims by Veolia as provided hereinafter.

NOW THEREFORE, it is agreed by and between Waste Pro and the City of Port Orange as follows:

1. Incorporation of Premises. The premises stated are true, correct and form material provisions and conditions of this Agreement.
2. No Waiver of Sovereign Immunity. Each party hereto expressly retains all rights, benefits and immunities of sovereign immunity and limitation of liability in accordance with Section 768.28, Florida Statutes. Nothing in this Agreement shall be deemed as a waiver of either sovereign immunity or the limits of liability of either party beyond any statutory limited waiver of sovereign immunity or limits of liability as set forth in Section 768.28, Florida Statutes, or as otherwise provided by federal law. In the event that the court does not recognize that the limits of liability are valid and enforceable as such limits relate to the claims made against the City, Waste Pro agrees to fully indemnify the City against such claims. Nothing in this Agreement to indemnify the City shall constitute a waiver by the City of sovereign immunity or its limitations. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against either party which would otherwise be barred under the doctrine of sovereign immunity or by operation of state or



federal law.

3. Indemnification. Waste Pro shall, at their own expense, indemnify, hold harmless, and defend the City of Port Orange, its officers, agents, and employees, hereinafter the "City", from or on account of any and all claims, actions, lawsuits, losses, expenses, injuries, damages, judgments or liabilities of any kind whatsoever incurred by the City in defending any and all actions by Veolia resulting from, arising out of, or allegedly arising out of, or in connection with the City's actions taken to discontinue negotiations with Veolia and to reject the contract proposed by Veolia and to negotiate with and to subsequently enter into an agreement with Waste Pro for solid waste services including all omissions and actions relating thereto.
4. Coordination with the City. Waste Pro shall direct its counsel to keep the City Manager and City Attorney involved and fully advised in the litigation, strategy related to the litigation and status of the case or action. The City Attorney shall be included on all copy lists of pleadings, correspondence and conference calls related to the case or action.
5. Selection and Appointment of Counsel. As consideration for the indemnity granted herein, the City grants to Waste Pro the exclusive right at Waste Pro's expense, to select Noah McKinnon, Esquire as counsel to represent the City of Port Orange and Waste Pro. The counsel selected by Waste Pro shall appear in, direct and be responsible to the City and Waste Pro for litigation in any case or action asserted by Veolia that is indemnified by this Agreement. The City's authorization to allow Waste Pro to select counsel to defend claims that will be subject to indemnification shall not constitute or be deemed to constitute a waiver of the City's sovereign immunity, any term of the City's bid criteria or the convenience or necessity of the City. The City, at its expense, reserves the right to engage independent legal counsel to monitor the litigation and Waste Pro's counsel shall permit the City's monitor to

participate in all proceedings.

6. Defensive Action. As a condition of this Agreement the City shall immediately notify Waste Pro electronically (email) and telephonically of any claims or legal action initiated by Veolia. Waste Pro and its appointed counsel shall, on behalf of the City and in coordination with City staff, take the actions necessary to respond to any claims or legal action initiated by Veolia.
7. Cooperation. The City agrees to fully cooperate with Waste Pro in the defense of any claim, as a condition of this indemnification. Waste Pro hereby acknowledges that a lawsuit has been filed by Veolia against Waste Pro and the City in the Seventh Judicial Circuit, in Case No. 2011-32363 CICI. Waste Pro agrees that it shall abide by any and all orders of a court of competent jurisdiction upon the court's final order and the expiration of all rights of appeal and Waste Pro shall not be entitled to any damages from the City as a result of compliance with the court's final order that is not subject to appeal in the lawsuit. Waste Pro agrees that a judgment limiting the term of the five (5) year contract with Waste Pro shall not limit the term of this Indemnity Agreement and that this Indemnity Agreement shall survive a judgment terminating the (5) year contract and shall survive the expiration of the five (5) year contract on October 31, 2016.
8. Settlement. Waste Pro shall have the right to settle any claims against the City with its own resources, subject to the approval of the Port Orange City Council which approval shall not be unreasonably withheld. Waste Pro shall have the right to settle any claims against Waste Pro with its own resources subject to approval of the City which approval shall not be unreasonably withheld.
9. Waiver of Conflict. Upon execution of this Indemnity Agreement, the Parties hereto agree that their interests are not in conflict. The Parties hereby waive any claim of conflict of

interest or apparent conflict of interest to or against the attorneys selected by Waste Pro to represent the Parties' interests. In the event of any potential or an actual conflict arising during the litigation, the Parties reserve the right to consider the conflict and the engagement of independent counsel, if appropriate, with each Party to bear its own expense for legal fees.

10. Miscellaneous Provisions.

A. Counterparts. This Contract may be executed in any number of counterparts, and one and all of which shall constitute the contract of the parties and each of which shall be deemed an original.

B. Amendment. No modification or amendment of this Contract shall be of any force or effect unless in writing executed by both Parties.

C. Time of the Essence. Time is of the essence in the performance of all obligations by the Parties under this Contract.

D. Paragraph Headings. The parties agree that paragraph headings of this Indemnity Agreement are for convenience only and shall not be deemed to contribute to or be a part of the interpretation of this Indemnity Agreement. The language of this Indemnity Agreement shall be construed as a body of language intended to accomplish the agreement between the parties.

E. Agreement Ambiguity. The Parties agree that they each have participated in the drafting of this Indemnity Agreement and that the rule of constructing ambiguities against the drafter of a contract shall not be applied in any judicial interpretation or determinations regarding the this Indemnity Agreement or any addendum.

11. Voluntary Mediation. Any dispute regarding this Agreement shall be voluntarily mediated by Terry White of Upchurch, Watson, White & Max with the Parties to share the costs

equally.

The Parties have entered into this Indemnity Agreement the date set forth hereinafter.

WITNESS:


Robin Fenwick

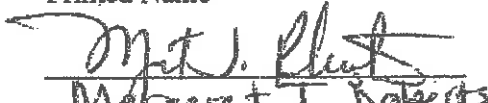
Printed Name


Margaret T. Roberts

Printed Name

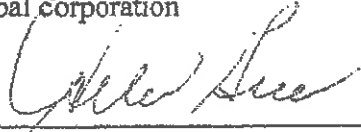

Robin Fenwick

Printed Name


Margaret T. Roberts

Printed Name

CITY OF PORT ORANGE, a Florida
municipal corporation

By: 

Allen Green, Mayor
1000 City Center Circle
Port Orange, FL 32129

Attest: 

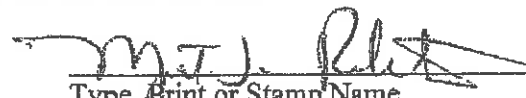
Kenneth W. Parker, City Manager
1000 City Center Circle
Port Orange, FL 32129

Date: December 13, 2011

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 13th day of December, 2011, by Allen Green and Kenneth W. Parker, Mayor and City Manager, respectively, of The City of Port Orange, Florida, a Florida Municipal Corporation, on behalf of the City. They are personally known to me and did not take an oath.




Type, Print or Stamp Name
My commission expires:

WITNESS:

ATG
Don Phillips
Printed Name

Jennifer M. Krieger
Printed Name

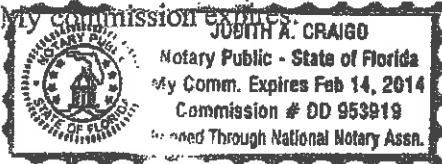
WASTE PRO OF FLORIDA, INC.,
a Florida Corporation

By: [Signature]
Robert J. Hyres, Executive Vice President

Date: November 8, 2011

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 8th day of November 2011, by Robert J. Hyres as Executive Vice President of Waste Pro of Florida, Inc., a Florida corporation on behalf of the company. He is [☒] personally known to me or [☐] has produced a Driver's License as identification.

Joeth A. Craig
Type, Print or Stamp Name
My commission expires:

JOETH A. CRAIG
Notary Public - State of Florida
My Comm. Expires Feb 14, 2014
Commission # DD 953919
Bonded Through National Notary Assn.

[Signature]

WITNESS:

WASTE PRO USA, INC.,
a Florida Corporation


Don Phillips
Printed Name

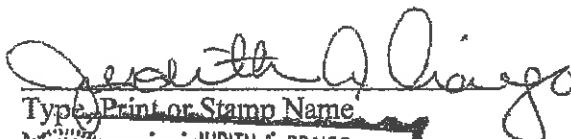
By: 
Robert J. Hyres, Executive Vice President

Date: November 8, 2011


Jennifer M. Krieger
Printed Name

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 8th day of November 2011, by Robert J. Hyres as Executive Vice President of WASTE PRO USA, Inc., a Florida corporation on behalf of the company. He is [☒] personally known to me or [☐] has produced a Driver's License as identification.


Type, Print or Stamp Name
My Commission Expires 2/14/2014
Notary Public - State of Florida
My Comm. Expires Feb 14, 2014
Commission # DD 953919
Bonded Through National Notary Assn.

CITY OF PORT ORANGE, FLORIDA

**COLLECTION AND DISPOSAL OF SOLID WASTE,
YARD WASTE AND RECYCLABLE MATERIALS**

BID # 11-08

Solid Waste Collection Contract Effective October 1, 2011



Bid release date: **April 7, 2011**

Bid (Mandatory) pre-submittal meeting date & time: **April 14, 2011 at 10 a.m.**

Bid last day for questions: **April 28, 2011 5 p.m.**

Bid due date and time Envelope #1: **May 6, 2011 at 2:30 p.m.**

Bid due date and time Envelope #2: **May 16, 2011 at 2:30 p.m.**

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



LEGAL ADVERTISEMENT

BID #11-08

Collection and disposal of solid waste, yard waste and recyclable materials.

The City of Port Orange, Florida is soliciting bids from qualified firms to provide collection and disposal of solid waste, yard waste and recyclable materials in the City of Port Orange, Florida.

Requirement, scope of service and all other pertinent information necessary to submit a complete package may be obtained electronically from Onvia (DemandStar) via their website at www.demandstar.com or from Tom Cinefro, Purchasing Coordinator, first floor City Hall, 1000 City Center Circle, Port Orange, Florida 32129 via email tcinefro@port-orange.org

All proposals are solicited and will be evaluated as outlined in the bid and in accordance with Code of Ordinance, City of Port Orange, Chapter 2, Article VI, Division 2, and Policies and Procedures as set forth in the City's Purchasing Policies and Procedures.

The City of Port Orange reserves the right to accept or reject any or all bids, or parts of proposals, to waive irregularities, or to accept that proposal which best serves the interest of the City, or to advertise for new proposals.

Bidders are required to submit two (2) separate envelopes. Envelope #1 shall contain (1) original and five (5) copies, tabbed and indexed, containing the required "forms" and shall be submitted on or before May 6, 2011 2:30 p.m. at which time they will be publicly opened. Any Envelope #1 proposal received after 2:30 p.m. (local time), May 6, 2011 will not be considered and will be returned unopened. The bidder shall be notified by the City to submit Envelope #2 upon review and approval of the contents of envelope #1. Envelope #2 shall contain (1) original and five (5) copies of the "price" for Base Proposal, Alternates #1 and #2 and shall be submitted on or before May 16, 2011 at which time all bids will be publicly opened. Any Envelope #2 proposal received after 2:30 p.m. (local time), May 16, 2011 will not be considered and will be returned unopened. Both envelopes shall be sealed and marked on the outside of the package, "**Bid 11-08, Collection and Disposal of Solid Waste. Yard Waste and Recyclable Materials Envelope #1, or Envelope #2**" respectively and delivered to the City of Port Orange Purchasing Division, Att: Tom Cinefro, Purchasing Coordinator, 1000 City Center Circle, Port Orange, FL 32129. A mandatory pre-submittal meeting will be held at 10:00 a.m. on April 14, 2011 at the Port Orange City Hall, City Council Chambers/1st Floor, 1000 City Center Circle, Port Orange, Florida 32129. Only bidders who have attended the mandatory pre-submittal meeting shall be eligible to submit a bid. Deadline for questions is April 28, 2011 at 5 p.m.

All submitters or individuals acting on behalf of submitters are hereby prohibited from lobbying or otherwise attempting to persuade or influence any member of the City Council or staff at any time during the course of the solicitation process. Failure to comply with this procedure shall result in rejection/disqualification of said submittal without exception. All submitters or individuals acting on behalf of submitters are further prohibited from contacting or otherwise attempting to communicate with any member of the staff regarding the pending solicitation or its outcome until after the staff has arrived at a recommendation of the most qualified submitters. Until such recommendation is disclosed, any contact with the staff shall be channeled through the Office of Purchasing. Failure to comply with this procedure will result in rejection/disqualification of said submittal without exception.

Tom Cinefro
Purchasing Coordinator
Legal Ad – One Time – Thursday, April 7, 2011



City of Port Orange

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

BID 11-08

BIDDER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

BID TITLE: Collection and Disposal of Solid Waste, Yard Waste and Recyclable Materials

BID NUMBER: 11-08

BID RELEASE DATE: April 7, 2011

BID PRE-SUBMITTAL MEETING DATE & TIME: April 14, 2011 at 10 a.m. (MANDATORY) City Hall

BID DEADLINE FOR QUESTIONS: April 28, 2011 at 5 p.m.

BID DUE DATE & TIME, ENVELOPE #1: May 6, 2011 at 2:30 p.m.

BID DUE DATE & TIME, ENVELOPE #2: May 16, 2011 at 2:30 p.m.

Proposals Received After The Above Date And Time Will Not Be Accepted.

BIDDER'S NAME: _____

BIDDER'S MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

PHONE NUMBER: _____ EMAIL: _____

ACKNOWLEDGMENT OF ADDENDA: (circle) 1 2 3 4 5 6 7 8 9

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

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

X _____
AUTHORIZED SIGNATURE (MANUAL)

NAME (TYPED)

TITLE

DATED



City of Port Orange

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

BIDDER'S CHECKLIST

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

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



City of Port Orange

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

BIDDER'S CHECKLIST

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

Bidder's Submittal Checklist:

1. _____ **Envelope #1: "Forms"** (1) original and (5) copies of the bid (tabbed and indexed, must be in the following order)

Forms:

- ☐ 1: Bidder acknowledgement form (signature & addenda acknowledgement): (see page 3)
- ☐ 2: Bid bond: (see page 10, item 7)
- ☐ 3: Letter of intent to issue performance bond from Surety (provided by Surety)
- ☐ 4: Company background information: (see page 50)
- ☐ 5: Reference list: (see page 58)
- ☐ 6: Public entity crimes form: (see exhibit 2, page 64)
- ☐ 7: Insurance certificates: (see page 54)
- ☐ 8: Anti-collusion form: (see exhibit 3, page 65)
- ☐ 9: Drug free tie form: (see exhibit 4, page 66)
- ☐ 10: Authorization for release of information: (see exhibit 5, page 67)
- ☐ 11: List of holidays: (see page 56)
- ☐ 12: Experience: (see page 55)
- ☐ 13: Financial Statements: (see page 53)
- ☐ 14: Disaster plan: (see page 51)

Base Proposal Forms:

- ☐ 1: Equipment list: (see page 52)
- ☐ 2: Type/number of Personnel list: (see page 57)

Alternate 1 Proposal Forms:

- ☐ 1: Equipment list: (see page 52)
- ☐ 2: Type/number of Personnel list: (see page 57)

Alternate 2 Proposal Forms:

- ☐ 1: Equipment list: (see page 52)
- ☐ 2: Type/number of Personnel list: (see page 57)

Bidder's Submittal Checklist Cont.

2. _____ **Envelope #2: "Price"** (1) original and (5) copies of the bid (tabbed and indexed, must be in the following order) Note: The bidder shall be notified by the City to submit Envelope #2 upon review and approval of envelope #1.

Price:

- ☐ 1: Base proposal price: (see page 61)
- ☐ 2: Alternate 1 Proposal price: (see page 62)
- ☐ 3: Alternate 2 Proposal price: (see page 63)

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INSTRUCTIONS TO BIDDER'S

1. Work will commence on October 1, 2011. Information as to the present operation and additional information relative to the scope of the work may be obtained from Tom Cinefro, Purchasing Coordinator, via email: tcinefro@port-orange.org or telephone (386) 506-5704.
2. All bids must be submitted on the forms provided herein and must be submitted in two (2) separate envelopes. Envelope #1 shall contain the required "forms". Envelope #2 shall contain the required "price". Each envelope shall contain one (1) original and five (5) copies of the entire proposal, including all forms and submittals for each of the alternate proposals. After submittal on the bid due date/time if envelope #1 does not contain all the required forms, the bidder will be deemed non-responsive and envelope #2 containing the required price will not be opened. All bids submitted shall be retained by the Purchasing Coordinator and shall be made available for public inspection and reproduction.
3. All bidders submitting proposals must familiarize themselves with all instructions herein and the proposed Standard Contract for Services, which is to be executed by the bidder selected. All provisions contained in the contract are a part of the instructions contained in this bid and the bid is incorporated by reference into the contract.
4. Any bid received after the date and hour specified above will be rejected and returned to the bidder unopened.
5. The City of Port Orange reserves the right to accept or reject any or all bids, or parts of proposals, to waive irregularities, or to accept that proposal which best serves the interest of the City, or to advertise for new bids. The Base Bid, Alternate 1 and Alternate 2 bids shall be deemed separate proposals.
6. The proposals submitted by each bidder shall become an integral part of the contract between the City and the bidder, and representations, covenants and conditions therein contained shall be binding upon the person, firm or corporation executing the same.
7. A Bid Bond, properly executed by the bidder and by a qualified surety with an A, Class 9 or higher financial rating, as shown in Best's Key Rating Guide, or a certified or cashier's check on any National or State Bank, in the amount of \$250,000.00 payable to the City of Port Orange, shall accompany each bid as a guarantee that the bidder will not withdraw from the competition after opening of the Proposals for a period of sixty (60) days. Once the contract is awarded, the selected bidder shall enter into a contract and furnish the required Performance and Guarantee Bond, at which time their Bid Bond deposits will be returned, failing which, the bidder who is awarded the contract shall forfeit the deposit as liquidated damages. All unsuccessful bidders will be refunded their bid deposits or bid bonds after the award has been made. A letter of credit may be submitted in lieu of the Bid Bond.
8. The amount of the Performance and Guarantee Bond shall be provided in Section 7, VI, of the contract, to insure the City of Port Orange the performance of the contract.
9. Bidders submitting proposals must include an operational plan for each of the Base Bid, Alternate 1 and Alternate 2 which will cover the area laid out on maps furnished by the City; the amount of equipment, including make, year and type to be on hand at all times to perform the work; the classification and number of persons to be employed; the background of local management of the operation.
10. Each bidder submitting a proposal understands that the City Council shall determine the lowest and

best responsible bid and shall consider in addition to price the following:

- (1) The ability, capacity and skill of the bidder to perform the contract.
 - (2) Whether the bidder can perform the service required within the time specified, without delay or interference.
 - (3) The character, integrity, reputation, judgment, experience and efficiency of the bidder.
 - (4) The quality of performance of previous Solid Waste Collection contracts.
 - (5) The previous and existing compliance by the bidder with laws and ordinances relating to the Solid Waste Collection contract.
 - (6) The sufficiency of the financial resources and ability of the bidder to perform the Solid Waste Collection contract or provide the service.
 - (7) The quality, availability and adaptability of the supplies, or contractual services to the particular use required.
 - (8) The ability of the bidder to provide future maintenance and service for the use of the subject of the Solid Waste Collection contract.
 - (9) The number and scope of conditions attached to the proposal submitted.
 - (10) Such other factors as appear to the City Council to be pertinent to the bid or the Solid Waste Collection contract under all the circumstances involved.
 - (11) The quality and sufficiency of the bidder's written disaster preparedness plan.(example-**Exhibit K**).
11. The bidder shall provide the City the last two (2) year's financial statement signed by the individual firm or corporation, and signed by a Certified Public Accountant. The bidder understands that the City may require the financial statement to be verified by a Certified Public Accountant audit within fifteen (15) days of the proposal. Failure of the bidder to provide such evidence of verification shall be deemed a noncompliance with the bid specifications.
 12. Each bidder shall submit a list of references and the appropriate contact person, telephone number and address that includes all municipal clients served in Central Florida.
 13. Each bidder should familiarize himself with the Volusia County disposal facilities.
 14. It is understood that each proposal submitted shall be an offer which shall remain open for acceptance for a period of sixty (60) days, following date of deadline for proposal submittals.
 15. Residential, multifamily residential and commercial yard waste cannot be co-mingled with garbage and must be picked up separately as per current state mandate.
 16. The bidder shall submit with their proposal an affidavit of the bidder providing the information required by Section 287.133(3)(a), Florida Statutes, in the public entity crime form attached hereto.

17. Successful bidder must provide **Commercial** Recycling Services.
18. Route Maps will be available to bidders at the mandatory pre-submittal meeting (time, date and location as stated in this bid).

SECTION 1 - DEFINITIONS

For the purpose of this document the following terms, phrases, words and their derivation shall have the meaning given therein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include singular number, and words in the singular number include the plural number. The word “shall” is always mandatory and not merely directory.

- A. 96-GALLON TOTE shall mean bidder must supply a garbage tote to all current and new residents and to commercial garbage collection accounts (other than dumpster accounts) for the term of the contract and provide cost under **Alternate 2 of the Total Annual Bid Summary sheet**. Bidder will retain ownership of garbage totes that bidder has supplied.
- B. BACK-TO-BACK COMPLAINTS are when two or more complaints are received from same resident address regarding “missed collection” for same materials (yard debris, garbage, recycling) or other like-complaints, within 30 day time period. Example, resident’s recycling missed in February and same resident’s recycling missed again in March.
- C. BULK WASTES shall mean large discarded items generated from residences and commercial businesses within the City, such as pallets, furniture, refrigerators, stoves, carpet and other household appliances.
- D. CITY MANAGER shall mean the City Manager of the City of Port Orange or his designee.
- E. CITY shall mean the City of Port Orange, Florida, a municipal corporation, acting through the City Council or City Manager, or official designated by the City Manager as the case may be.
- F. COMMERCIAL HAND PICK UP shall mean garbage and trash collection service, collected one or two times per week (depending on Contract awarded) to commercial customers utilizing five (5) cans (32 gallons maximum capacity or 50 lbs. in weight) or a tote provided by bidder (container dependent upon Contract awarded).
- G. COMMERCIAL RECYCLING COLLECTION refers to collection, transportation, and recovery of recyclable materials by a bidder from participating commercial units in the recycling service area. Commercial recycling is accomplished on an open market basis per existing City and County ordinances. **Successful bidder must be able to provide commercial recycling to include compactors, dumpsters and totes.**
- H. COMMERCIAL TRASH shall mean any and all accumulations of paper, rags, excelsior, wooden, paper or cardboard boxes or containers of sweepings, and any other accumulations not included under the definition of garbage, generated by the operation of stores, offices, and other business places. Commercial trash shall include furniture, appliances, car parts, and all other accumulations not included within the definition of garbage. Commercial trash shall also include

all trash placed in public receptacles, on public streets, in parks and playgrounds, and in other public places.

- I. COMMERCIAL UNIT shall mean all units *not meeting* the definition of a residential unit that utilizes dumpster service.
- J. CONSTRUCTION AND DEMOLITION DEBRIS means discarded materials generally considered to be not water-soluble and non-hazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, and including rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project, including such debris from construction or demolition project site. Mixing of construction and demolition debris with other types of solid waste will cause it to be classified as other than construction and demolition debris. The term also includes:
 - (a) Clean cardboard, paper, plastic, wood, and metal scraps from a construction project.
 - (b) Effective January 1, 1997, except as provided in **FS.403.707 (13)(j)**, unpainted, non-treated wood scraps from facilities manufacturing materials used for construction of structures or their components and unpainted, untreated wood pallets provided the wood scraps and pallets are separated from other solid waste where generated and the generator of such wood scraps or pallets implements reasonable practices of the generating industry to minimize the commingling of wood scraps or pallets with other solid waste, and
 - (c) De minimis amounts of other nonhazardous wastes that are generated at construction or destruction projects provided such amounts are consistent with best management practices of the industry.
- K. CONTAMINATED LOADS shall mean the mixing of garden or yard trash materials with garbage or commercial trash in the same container.
- L. CONTRACT ADMINISTRATOR shall mean the City Manager of the City of Port Orange or the City Manager's designee.
- M. BIDDER shall mean the individual, firm or corporation who or which agrees to perform the work or services as set forth in the bid and Solid Waste Collection contract agreement.
- N. DESIGNATED RECOVERY FACILITY shall mean the recycling/processing center(s) specifically agreed upon by the bidder and City for the recovery of recyclable materials. Currently Gel Corp., 1990 Tomoka Farms Road, has the City's contract through June 2014.
- O. EXCLUDED WASTE shall mean any and all debris and waste products generated by land clearing, building construction or alteration and hauled away by the respective bidder (except do-it-yourself projects); public works type construction projects whether performed by a governmental unit or by contract; waste produced by governmental agencies other than the City of Port Orange; materials deemed by the City Manager to be hazardous waste and items not allowed at the County landfill or other approved landfill.

- P. GARBAGE RECEPTACLE is any commonly available light gauge steel, plastic or galvanized receptacle of a nonabsorbent material, closed at one end and open at the other, furnished with a closely fitted top or lid and handle (s) including waterproof plastic bags of heavy mill construction which can be tightly and securely closed. A receptacle including waste materials shall not exceed thirty-two (32) gallons of capacity or fifty (50) pounds in weight. Residents must provide their own 32-gallon containers.
- Q. GARBAGE shall include and mean all accumulations of animal, fruit or vegetable matter that attends the preparation, use, cooking and dealing in, or storage of meats, fish, fowl, fruit, vegetables, and any other matter, of any nature whatsoever which is subject to decay, putrefaction and the generation of noxious and offensive gases or odors, or which, during and after decay, may serve as breeding or feeding material for flies and/or other germ carrying insects, bottles, cans, or other food containers which due to their ability to retain water may serve as a breeding place for mosquitoes or other water breeding insects.
- R. HAZARDOUS WASTE AND BIO-MEDICAL WASTE as defined per **Section 403.703**, paragraphs 21, 37, and 39 of the Florida State Statutes and all other applicable State and/or Federal law.
- S. HOUSEHOLD TRASH shall mean any and all accumulations of waste material from the operation of a home, which is not included within the definition of garbage. Household trash shall include all bulky wastes, yard toys, fencing and building material waste from residential type do-it-yourself projects, but does not include vegetative matter.
- T. MULTI-FAMILY DWELLING UNITS shall mean any building containing more than two permanent living units.
- U. PERFORMANCE BOND shall mean the form of security approved by the City and furnished by the bidder, as a guarantee that the bidder will execute the work in accordance with the terms of the contract and will pay all lawful claims.
- V. RECYCLABLE MATERIALS shall mean plastics, newspapers, glass containers, aluminum cans, steel and tin cans, cardboard, junk mail, phone books, magazines, mixed office paper, cereal/snack boxes and such other materials as mutually agreed upon by the bidder and the Contract Administrator during the term of this Agreement.
- W. REFUSE shall include and mean all garbage, dead animals, vegetative garden and yard trash, bulky wastes, household trash, commercial trash, construction and demolition debris, and recycling materials.
- X. RESIDENTIAL CENTRALIZED RECYCLING COLLECTION refers to the centralized collection, transportation, and recovery of recyclable materials by the bidder from multi-family residential complexes. The two-bin recycling system uses one bin for fiber paper recyclable materials and one bin for co-mingled recyclable materials.
- Y. RESIDENTIAL CURBSIDE RECYCLABLES COLLECTION refers to the curbside collection, transportation, and recovery of recyclable materials by the bidder from residential units to Gel Corp., 1990 Tomoka Farms Road. Recycling bins are 2' x 18" and all residents must have at least two bins. Bidder provides recycling bins.

- Z. RESIDENTIAL UNIT shall mean single-family dwellings, mobile homes, modular homes, manufactured homes, duplexes and multi-family dwelling units.
- AA. SURETY shall mean the party who is bound with and for the bidder to insure the payment of all lawful debts pertaining to and for the acceptable performance of the contract.
- BB. TEMPORARY LABOR FORCE refers to a person hired through the use of temporary labor vendors, which provides untrained daily labor at a set rate. The City will charge \$250.00 per day per temporary worker shown on route log.
- CC. TRASH unless specifically provided to the contrary, the term trash shall include and mean commercial trash, household trash, and garden and yard trash as defined below and recycling trash.
- DD. VEGETATIVE GARDEN AND YARD TRASH shall mean any and all accumulations of grass, palm fronds, leaves, branches, shrubs, vines, trees, tree stumps, and other similar items generated by the maintenance of lawns, shrubs, gardens, and trees.
- EE. VOLUSIA COUNTY LANDFILL (Tomoka Landfill) will be the only authorized landfill under this contract. All refuse, except recycling material, must be deposited at the Tomoka Landfill located at 1990 Tomoka Farms Road, Daytona Beach, Florida, 32128.

SECTION 2 – SCOPE OF WORK

It is the intent of this bid to provide for the collection of refuse in the City of Port Orange, Florida; as such municipal boundary currently exists or is hereafter amended.

The City of Port Orange is requesting bids based on three (3) different contract terms: 5-year, 7-year and 10-year term; AND three different collection frequencies and/or collection methods for garbage collected from both residential and commercial hand pick-up customers; AND the collection of refuse from commercial customers utilizing dumpsters and compactors.

The bids requested vary on collection frequency for garbage and household trash from residential customers and those commercial customers collected by hand pick-up. Collection for yard debris and recycling does not vary and collection of these items, under any of the proposals, remains one time per week.

I. Base Bid – Residential and Commercial Hand Pick-Up – Garbage and Household Trash Collected Two Times Per Week; Customers Provide Containers.

A. Residential

1. WHEN: The bidder shall collect garbage and household trash from places of residence two times per week, at least 3 days apart. The bidder shall remove residential bulk waste on the same days as set for residential garbage collection. It shall be the responsibility of the garbage and trash route driver to note bulk waste that are set out and immediately radio in the item to be picked up to the bidders dispatcher. The pick-up shall then be scheduled as stated above. All residential collection shall occur between the hours of 7:00 a.m. and 7:00 p.m.

2. QUANTITY: The bidder shall be required to pick up all garbage and household trash generated by a residential unit, including but not limited to, household trash and bulk waste, such as household furniture and appliances. Unlimited collection.
3. WHERE: Complete garbage and refuse collection service is hereby provided for in this contract. Collections of garbage shall be made from the curb or 5 feet from the edge of the pavement of the residential unit. Household trash and bulk waste, such as household furniture and appliances, shall be placed at the curbside or within 5 feet of the edge of pavement.
4. HOW: The bidder shall make collections with a minimum of noise and disturbance to the residents. Garbage receptacles shall be handled carefully by the bidder and shall be thoroughly emptied and left in an upright position where they are found, behind the curb or edge of pavement. This work shall be done in a sanitary manner. The bidder's employees shall pick up any and all garbage or trash spilled by the collector immediately.
5. The bidder shall collect and dispose of automobile tires and automotive batteries from residential customers, at no additional charge, in accordance with state and federal disposal requirements. In addition:
 - a) The bidder may impose an additional charge, with prior approval of the City Manager and prior notice to the customer, if the following annual maximums are exceeded by any residential customer: eight (8) automobile tires; two (2) automotive batteries.
 - b) The bidder shall place a container at the City's Public Works facility for the collection of used tires from City vehicles. The bidder shall empty the container on an as-needed basis at no cost to the City. The City disposes over 800 tires per year.
6. The City Manager or his/her designee will perform monitoring of service.

B. Commercial Hand Pick-Up

1. WHEN: The bidder shall collect garbage and trash from commercial hand pick-up customers two times per week, at least 3 days apart. The bidder shall remove commercial bulk waste on the same days as set for commercial garbage collection. It shall be the responsibility of the garbage and trash route driver to note bulk waste that is set out and immediately radio in the item to be picked up to the bidder's dispatcher. The pick-up shall be scheduled as stated above between the hours of 7 AM and 7 PM.
2. QUANTITY: All refuse generated at commercial and industrial establishments shall be collected except for excluded wastes and recyclable material collection. Commercial and industrial establishments may contract for recyclable material collection independent of this contract in accordance with City of Port Orange Ordinances and the Volusia County Commercial Recycling Ordinance as adopted or as may be amended from time to time.
Successful bidder must provide commercial recycling services.
3. WHERE: It is the duty of the owner/operators of such establishments to place garbage receptacles curbside for collection in locations mutually agreed upon by the owners/operators and the bidder, and which are convenient for collection by the bidder. Where mutual

agreement is not reached, the City Manager shall designate the location consistent with the ordinances and requirements of the City of Port Orange. Containers will be replaced in the location from which they were collected.

4. HOW: The bidder shall make collections with as little disturbance as possible. Garbage receptacles shall be carefully handled by the bidder and shall be thoroughly emptied (including overflows and spillage) and then left standing with covers and lids in place at the same location where they are collected. This work shall be done in a sanitary manner and the bidder's employees shall pick up garbage spilled by the collector immediately. At the sole option of the City, the City may request mechanical containers, or other containers, be placed in service as a substitute for garbage receptacles utilized for commercial hand pick-up.

The bidder shall make collections with as little disturbance as possible to business and commercial establishments. Commercial collection located close to residential areas shall occur between the hours of 7:00AM and 7:00PM.

The City reserves the right to adjust the time of service for individual customers to protect the public health or eliminate public nuisances.

II. Alternate 1 Bid – Residential and Commercial Hand Pick-Up – Garbage and Household Trash Collected One Time Per Week; Customers Provide Containers.

A. Residential

1. WHEN: The bidder shall collect garbage and household trash from places of residence one time per week, at least 7 days apart. The bidder shall remove residential bulk waste on the same days as set for residential garbage collection. It shall be the responsibility of the garbage and trash route driver to note bulk waste that are set out and immediately radio in the item to be picked up to the bidder's dispatcher. The pick-up shall then be scheduled as stated above. All residential collection shall occur between the hours of 7:00 a.m. and 7:00 p.m.
2. QUANTITY: The bidder shall be required to pick up all garbage and household trash generated by a residential unit, including but not limited to, household trash and bulk waste, such as household furniture and appliances. Unlimited collection.
3. WHERE: Complete garbage and refuse collection service is hereby provided for in this contract. Collections of garbage shall be made from the curb or 5 feet from the edge of the pavement of the residential unit. Household trash and bulk waste, such as household furniture and appliances, shall be placed at the curbside or within 5 feet of the edge of pavement.
4. HOW: The bidder shall make collections with a minimum of noise and disturbance to the residents. Garbage receptacles shall be handled carefully by the bidder and shall be thoroughly emptied and left in an upright position where they are found, behind the curb or edge of pavement. This work shall be done in a sanitary manner. The bidder's employees shall pick up any and all garbage or trash spilled by the collector immediately.

5. The bidder shall collect and dispose of automobile tires and automotive batteries from residential customers, at no additional charge, in accordance with state and federal disposal requirements. In addition:
 - a) The bidder may impose an additional charge, with prior approval of the City Manager and prior notice to the customer, if the following annual maximums are exceeded by any residential customer: eight (8) automobile tires; two (2) automotive batteries.
 - b) The bidder shall place a container at the City's Public Works facility for the collection of used tires from City vehicles. The bidder shall empty the container on an as-needed basis at no cost to the City. The City disposes over 800 tires per year.
6. The City Manager or his/her designee will perform monitoring of service.

B. Commercial Hand Pick-Up

1. **WHEN:** The bidder shall collect garbage and trash from commercial hand pick-up customers one time per week, at least 7 days apart. The bidder shall remove commercial bulk waste on the same days as set for commercial garbage collection. It shall be the responsibility of the garbage and trash route driver to note bulk waste that is set out and immediately radio in the item to be picked up to the bidder's dispatcher. The pick-up shall be scheduled as stated above between the hours of 7 AM and 7 PM.
2. **QUANTITY:** All refuse generated at commercial and industrial establishments shall be collected except for excluded wastes and recyclable material collection. Commercial and industrial establishments may contract for recyclable material collection independent of this contract in accordance with City of Port Orange Ordinances and the Volusia County Commercial Recycling Ordinance as adopted or as may be amended from time to time.
Successful bidder must provide commercial recycling services.
3. **WHERE:** It is the duty of the owner/operators of such establishments to place garbage receptacles curbside for collection in locations mutually agreed upon by the owners/operators and the bidder, and which are convenient for collection by the bidder. Where mutual agreement is not reached, the City Manager shall designate the location consistent with the ordinances and requirements of the City of Port Orange. Containers will be replaced in the location from which they were collected.
4. **HOW:** The bidder shall make collections with as little disturbance as possible. Garbage receptacles shall be carefully handled by the bidder and shall be thoroughly emptied (including overflows and spillage) and then left standing with covers and lids in place at the same location where they are collected. This work shall be done in a sanitary manner and the bidder's employees shall pick up garbage spilled by the collector immediately. At the sole option of the City, the City may request mechanical containers, or other containers, be placed in service as a substitute for garbage receptacles utilized for commercial hand pick-up.

The bidder shall make collections with as little disturbance as possible to business and commercial establishments. Commercial collection located close to residential areas shall occur between the hours of 7:00AM and 7:00PM.

The City reserves the right to adjust the time of service for individual customers to protect the public health or eliminate public nuisances.

III. Alternate 2 Bid – Residential and Commercial Hand Pick-Up – Garbage and Household Trash Collected One Time Per Week; Bidder Provides 96-Gallon Tote to Customers.

A. Residential

1. WHEN: The bidder shall collect garbage and household trash from places of residence one time per week, at least 7 days apart. The bidder shall remove residential bulk waste on the same days as set for residential garbage collection. It shall be the responsibility of the garbage and trash route driver to note bulk waste that are set out and immediately radio in the item to be picked up to the bidder's dispatcher. The pick-up shall then be scheduled as stated above. All residential collection shall occur between the hours of 7:00 a.m. and 7:00 p.m.
2. QUANTITY: The bidder shall be required to pick up all garbage and household trash generated by a residential unit, including but not limited to, household trash and bulk waste, such as household furniture and appliances. Unlimited collection.
3. WHERE: Complete garbage and refuse collection service is hereby provided for in this contract. Collections of garbage from 96-gallon tote shall be made from the curb or 5 feet from the edge of the pavement of the residential unit. Household trash and bulk waste, such as household furniture and appliances, shall be placed at the curbside or within 5 feet of the edge of pavement.
4. HOW: The bidder shall make collections with a minimum of noise and disturbance to the residents. Garbage tote shall be handled carefully by the bidder and shall be thoroughly emptied and left in an upright position where they are found, behind the curb or edge of pavement. This work shall be done in a sanitary manner. The bidder's employees shall pick up any and all garbage or trash spilled by the collector immediately.
5. The bidder shall collect and dispose of automobile tires and automotive batteries from residential customers, at no additional charge, in accordance with state and federal disposal requirements. In addition:
 - a) The bidder may impose an additional charge, with prior approval of the City Manager and prior notice to the customer, if the following annual maximums are exceeded by any residential customer: eight (8) automobile tires; two (2) automotive batteries.
 - b) The bidder shall place a container at the City's Public Works facility for the collection of used tires from City vehicles. The bidder shall empty the container on an as-needed basis at no cost to the City. The City disposes over 800 tires per year.
6. The City Manager or his/her designee will perform monitoring of service.

B. Commercial Hand Pick-Up

1. WHEN: The bidder shall collect garbage and trash from commercial hand pick-up customers one time per week, at least 7 days apart. The Bidder shall remove commercial bulk waste on the same days as set for commercial garbage collection. It shall be the responsibility of the

garbage and trash route driver to note bulk waste that is set out and immediately radio in the item to be picked up to the bidder's dispatcher. The pick-up shall be scheduled as stated above between the hours of 7 AM and 7 PM.

2. **QUANTITY:** All refuse generated at commercial and industrial establishments shall be collected except for excluded wastes and recyclable material collection. Commercial and industrial establishments may contract for recyclable material collection independent of this contract in accordance with City of Port Orange Ordinances and the Volusia County Commercial Recycling Ordinance as adopted or as may be amended from time to time. **Successful bidder must provide commercial recycling services.**
3. **WHERE:** It is the duty of the owner/operators of such establishments to place garbage tote curbside for collection in locations mutually agreed upon by the owners/operators and the bidder, and which are convenient for collection by the bidder. Where mutual agreement is not reached, the City Manager shall designate the location consistent with the ordinances and requirements of the City of Port Orange. Containers will be replaced in the location from which they were collected.
4. **HOW:** The bidder shall make collections with as little disturbance as possible. Garbage tote shall be carefully handled by the bidder and shall be thoroughly emptied (including overflows and spillage) and then left in an upright position at the same location where they are collected. This work shall be done in a sanitary manner and the bidder's employees shall pick up garbage spilled by the collector immediately. At the sole option of the City, the City may request mechanical containers, or other containers, be placed in service as a substitute for garbage tote utilized for commercial hand pick-up.

The bidder shall make collections with as little disturbance as possible to business and commercial establishments. Commercial collection located close to residential areas shall occur between the hours of 7:00AM and 7:00PM.

The City reserves the right to adjust the time of service for individual customers to protect the public health or eliminate public nuisances.

IV. Vegetative Garden and Yard Trash –

The bidder shall collect all vegetative garden and yard trash from places of residence one (1) time per week, with collection seven (7) days apart, on a schedule satisfactory to the City Manager.

A. Residential

1. **WHEN:** The bidder shall collect all vegetative garden and yard trash from places of residence one (1) time per week, with collection seven (7) days apart, on a schedule satisfactory to the City Manager.
2. **QUANTITY:** The bidder shall be required to pick up vegetative garden and yard trash generated by a residential unit. The bidder shall inform the owners of residential units that items such as tree limbs, tree trunks, palm fronds, etc., shall be cut in lengths of no greater than four (4) feet and the item's diameter shall be less than eighteen (18) inches.

3. WHERE: Vegetative garden and yard trash shall be collected from the front edge of the premises near the street. Collections shall be made not over five (5) feet from the edge of the curb line or ten (10) feet from the edge of the pavement.
4. HOW: The bidder shall make collections with a minimum amount of noise and disturbance to the household. Reusable containers, whether provided by resident or in tote provided by bidder, shall be handled carefully and shall be thoroughly emptied and left in an upright position where they were found behind the curb or edge of the pavement. Boxes and bags of garden and yard trash shall be collected and any spillage picked up immediately by the bidder. Loose piles of garden and yard trash shall be collected with pitchforks or other tools as needed.

B. Commercial

1. WHEN: The bidder shall collect all vegetative garden and yard trash from commercial and industrial establishments one (1) time per week, with collection seven (7) days apart, on a schedule satisfactory to the City Manager.
2. QUANTITY: The bidder shall be required to pick up vegetative garden and yard trash generated at commercial and industrial establishments. The bidder shall inform the owners that items such as tree limbs, tree trunks, palm fronds, etc., shall be cut in lengths of no greater than four (4) feet and the item's diameter shall be less than eighteen (18) inches.
3. WHERE: Vegetative garden and yard trash shall be collected from place of business and will be placed, by the customer, in a location mutually agreed upon by the owners/operators and the bidder, and which are convenient for collection by the bidder.
4. HOW: The bidder shall make collections with a minimum amount of noise and disturbance to the household. Containers, whether provided by customer or bidder, shall be handled carefully and shall be thoroughly emptied and left in an upright position where they were found. Boxes and bags of garden and yard trash shall be collected and any spillage picked up immediately by the bidder. Loose piles of garden and yard trash shall be collected with pitchforks or other tools as needed.

V. Recyclable Materials -

A. Residential

1. WHEN: The bidder shall collect all recyclable materials from places of residence one (1) time per week, with collection seven (7) days apart, on a schedule satisfactory to the City Manager.
2. QUANTITY: The bidder shall be required to pick up all recyclable materials generated by a residential unit that is properly containerized.
3. WHERE: Collection of recyclable materials shall be made from the curb or five (5) feet from the edge of the pavement of the residential unit.
4. HOW: The bidder will collect recyclable materials based on a two-bin recycling system (one bin for fiber paper recyclable materials and one bin for commingled recyclable materials).

The bidder shall provide at least one (1), but not more than three (3), recycling containers to new residents at no cost to the resident. Replacement containers shall be provided to all residents on an as-needed basis at no cost to the resident. All recycling materials collected will be delivered, by bidder, to Gel Corp., 1990 Tomoka Farms Road, and all proceeds from the sale of the recyclable materials will be remitted to the City by Gel Corp.

B. Commercial

Commercial and industrial establishments may contract for recyclable material collection independent of this contract in accordance with City of Port Orange ordinance(s) and the Volusia County Commercial Recycling Ordinance as adopted or as may be amended from time to time. **Bidder must be able to provide recycling services.**

VI. Multi-Family Units and Mobile Home Parks – Containers Emptied By Mechanical Means

Multiple family dwelling units and mobile home parks not using hand containers shall be required to use containers emptied by mechanical means and shall be considered Residential Units. Payment to the bidder for service will be based upon dumpster size, number of collections per week and according to rates as outlined on **Exhibit A.**

VII. Commercial and Industrial Units – Dumpster or Compactor Collection

Commercial customers shall be identified as, but not limited to, all office buildings, stores, filling stations, lodges, motels, laundries, hotels, all public buildings food services, lodging establishments, service establishments, light industry, schools, churches, clubs, hospitals, nursing homes, and apartment buildings and mobile home parks using dumpster or commercial can service.

A. Collection:

1. **WHEN:** Collection service for customers using containers emptied by mechanical means and will be available from one day to seven days per week; the frequency of service will be as requested by the customer or as determined by the City Manager to protect the public health. The bidder shall remove commercial bulk waste on the same days as set for commercial garbage collection. It shall be the responsibility of the garbage and trash route driver to note bulk waste that is set out and immediately radio in the item to be picked up to the bidder's dispatcher. The pick-up shall be scheduled as stated above between the hours of 7 AM and 7 PM.
2. **QUANTITY:** All refuse generated at commercial and industrial establishments shall be collected except for excluded wastes and recyclable material collection. Commercial and industrial establishments may contract for recyclable material collection independent of this contract in accordance with City of Port Orange Ordinances and the Volusia County Commercial Recycling Ordinance as adopted or as may be amended from time to time. **Successful bidders must provide commercial recycling services.**
3. **WHERE:** It is the duty of the owner/operators of such establishments to accumulate refuse in locations mutually agreed upon by the owners/operators and the bidder, and which are convenient for collection by the bidder. Where mutual agreement is not reached, the City Manager shall designate the location consistent with the ordinances and requirements of the

City of Port Orange. Containers will be replaced in the location from which they were collected.

4. HOW: The bidder shall make collections with as little disturbance as possible. Containers shall be carefully handled by the bidder and shall be thoroughly emptied (including overflows and spillage) and then left standing with covers and lids in place at the same location where they are collected. This work shall be done in a sanitary manner and the bidder's employees shall pick up garbage spilled by the collector immediately. At the sole option of the City, the City may request mechanical containers, or other containers, be placed in service as a substitute for mobile containers in certain congested business areas of the City. When so ordered by the City, there will be no additional charge for the rental of the dumpster or container.

The bidder shall make collections with as little disturbance as possible to business and commercial establishments. Commercial collection located close to residential areas shall occur between the hours of 7:00AM and 7:00PM. The bidder shall spray commercial containers with a disinfectant to eliminate any offensive odor. The bidder shall be responsible for closing the container doors and the screened enclosure doors or gates.

The City reserves the right to adjust the time of service for individual customers to protect the public health or eliminate public nuisances.

B. Containers:

Containers for commercial services, dumpsters or compactors, shall be five years old *or newer*. If containers are other than "brand-new", City representative will determine if container is in acceptable condition or if it needs to be refurbished or replaced. The City has the right to examine any or all containers prior to contract award and any time while under contract. Containers will be maintained by the bidder.

1. Dumpsters:

- a) Dumpster containers shall be made available to commercial customers in 2, 4, 6 and 8 cubic yard capacities. Service to commercial customers shall be provided with the same size containers currently in use and with the same frequency of pick up unless otherwise approved by the City Manager. The containers shall be constructed of waterproof materials with closing hinge and cover. The bidder's name, telephone number and size of the container, in cubic yards, shall be displayed on all containers. Containers for garbage must be a different color than containers for recyclable materials.
- b) Commercial Dumpster List: The City reserves the right to amend the attached list, see **Exhibit A**, by adding or deleting different containers.
- c) Condition: The bidder is required to provide containers emptied by mechanical means to present a pleasing appearance. The bidder shall submit upon award of bid a schedule showing the frequency of the cleaning and painting of the containers. The bidder shall at the beginning of the seventh month of the contract, **April 1, 2012**, begin a program that will provide for each customer to receive a reconditioned or new container during the succeeding twelve-month period and each twelve-month period thereafter, if determined

necessary by the City contract administrator. It is the intent of this subsection to provide each customer who uses a container emptied by mechanical means, a new or renovated container on a regular schedule.

- d) The bidder will submit to the City representative for the City's approval, a schedule showing how the change-out of the containers is to be accomplished during the contract term.

2. Garbage Compactors:

Currently, there are 19 compactors being serviced in the City of Port Orange. Each has a current pull charge of \$161.00 per month, plus landfill charge (as per City of Port Orange Rate Resolution #05-72) and the successful bidder is responsible for the service and billing of these accounts. The fee is adjusted annually if the City proposes any rate adjustments. Only garbage compactors are exclusive to this contract. C&D compactors are handled through the separate non-exclusive franchise agreement (City of Port Orange Ordinance No. 2010-22). Recycling compactors will be handled through the open market for commercial recycling. See **Exhibit E**.

VIII. Buildings, Parks, Picnic Areas and Right-of-Ways

These areas are properties that are City owned, leased, rented and/or controlled by the City of Port Orange (see listing, Section 19, V).

The bidder shall empty all refuse containers used by the general public in any of the areas or places named in the above caption. The schedule may be amended during the term of the contract upon the direction of the City Manager. The City shall have the right to use regular commercial type trash containers or cans, with covers. Servicing of these facilities shall be performed at no cost to the City. The City shall have the right to add or delete facilities requiring service as often as is necessary. The collection of public containers shall be at no charge to the City.

The bidder shall be responsible for the collection and transportation of recyclable materials from designated City offices. The recyclable materials shall include, but not be limited to, mixed office paper, computer paper, newspaper, aluminum cans and cardboard.

IX. Miscellaneous

- A. The bidder shall pick up dead fowl, reptile, animals, and fish from public right-of-way, playgrounds, and all City owned property within two (2) hours after notification by the City Manager during hours of operation: Monday through Friday, 7:00a.m. – 7:00p.m.
- B. VACANT LOTS: The bidder shall collect trash from normal maintenance of vacant lots in the same manner as the collection from residences, except the bidder will only be responsible for the weekly collection of up to and including five (5) cubic yards of trash. Amounts in excess of five (5) cubic yards will be collected and charged to the property owner as determined by the City Manager. Currently, there are approximately 1393 vacant residential lots.

- C. The bidder shall be responsible for the collection and proper disposal of all used tires improperly deposited on City right-of-ways and collected at the Public Works facility (over 800 tires annually).
- D. Handicap residential garbage removal will be provided by the bidder at no additional charge to those customers who are unable to place the mobile containers at the street, have requested such service and have been approved by the City Manager in advance. The City Manager shall consider in approving such a request the availability of another occupant of the residence to place the containers at the curb. The containers will be returned after the collection to where the collectors find them. Currently, there are 58 residential handicap service accounts (see **Exhibit C**).
- E. The bidder shall not be responsible for the collection of a contaminated load. If the bidder does not pick-up a contaminated load, the bidder shall notify the City Manager of the specific customer that was not served and the type of contamination that was observed. Any landfill charges related to a contaminated load that is collected by the bidder shall be the sole responsibility of the bidder.
- F. Commercial customers shall have the right to request an extra-pick-up when deemed necessary by the commercial customer. The bidder shall provide the extra pickup within 24 hours of the request. The City shall compensate the bidder at a flat rate charge based on the size of the commercial customer's container. **Flat rate must be shown on Bid Sheet in Bid package.**
- G. The bidder's employees collecting garbage will be required to follow the regular walk for pedestrians while on private property. No employee shall meddle with property that does not concern him/her. Care shall be taken to prevent damage to property, including shrubs, flowers and other plants. After emptying containers, employees shall return containers to the same location from which they were taken, and such employee shall pick up anything spilled by him/her immediately.
- H. The bidder shall not use any temporary labor force to replace or fill regular operating positions in providing the services to the City. Due to safety risks involved with the employment of temporary laborers as drivers and helpers, no temporary labor force will be allowed under this contract. Only employees covered by the bidder's workmen's compensation policy will be authorized to work within the City. Occasionally, should the need for additional labor personnel arise, the bidder must notify the City contract administrator EACH day the additional personnel are utilized and a charge of \$250.00 per man, per day, will be processed on the monthly billing.
- I. Bidder agrees to maintain the current collection service, unless otherwise approved by the City Manager. See **Exhibits A, G, H**.
- J. Anytime civic groups have pickup days for cleaning the parks, neighborhoods, canals, ditches and streets, the river, etc. the bidder agrees to pickup said refuse at no charge as long as those items of refuse that are capable of being placed in garbage bags are properly packaged for collection. The City will attempt to provide the bidder with ten (10) days' notice of the date the cleaning will occur, but the bidder will always have at least 48 hours' notice prior to actual pickup. The bidder shall coordinate with the City Manager.
- K. **EDUCATIONAL AND PROMOTIONAL PROGRAM:** Upon award of bid, bidder will completely and thoroughly describe the educational and promotional programs for recycling.

Bidder shall conduct programs to promote recycling and costs are at the bidder's sole expense. Bidder shall provide samples of promotional materials, educational curriculum for local schools, schedule of events prior to start date and programs for community involvement. The bidder shall evidence other locations where these programs have been successful and, if the program is new, describe how that program will benefit the City's recycling efforts.

- L. **TRANSITION PLAN:** The bidder awarded the contract shall submit a transition plan to the contract administrator for approval on or before July 15, 2011. The transition plan shall provide for an orderly, coordinated change of service providers; notice to customers of any change in service or schedule; and such other operational issues as the contract administrator deems necessary or advisable including, but not limited to, the requirements of Section 4I. The transition plan shall also provide for delivery to the City of performance bond, insurance certificates, vehicle titles and assignments as required.

X. Change in the Cost of Doing Business

- A. The monthly collection fee or compensation payable to the bidder for the second and subsequent years of the term hereof may be adjusted upward or downward on the anniversary date of the contract upon written request of the City or the bidder at least 60 days before the anniversary date. If requested, the rate adjustment shall be equal to seventy five percent (75%) of the change in the cost of doing business as measured by fluctuations in the Consumer Price Index (CPI), South Florida Urban Consumers, published by the U.S. Department of Labor, Bureau of Labor Statistics, for the preceding twelve (12) month contract period. The rate increase will be based on rates released in July by the US Department of Labor, Bureau of Labor Statistics. The CPI adjustment will only be applied to the cost of collection. If a rate adjustment is not requested by June 1st, the rate adjustment for that particular twelve (12) month period shall be deemed waived and shall not be taken into consideration in future rate adjustments. The City Council shall adopt all rate adjustments by Resolution.

B. Fuel Surcharge Calculation:

The City of Port Orange, Florida, recognizes that fuel prices are subject to economic conditions and may vary from time to time. The variable nature of fuel pricing places additional risk on any prospective Solid Waste bidder and causes Solid Waste rates to be at levels that compensate for additional risk. In order to minimize the risk to bidders, the City is allowing a Fuel Surcharge to be calculated and applied to customer billings. This proposed fuel surcharge calculated and collected from Solid Waste customers will be independent of any other price change and remitted to the bidder in the following manner.

Commencing during the thirteenth month of the contract period (Month 13), the bidder shall calculate (positively or negatively {Credit}) an adjustment to the rates in **Exhibit O**. The resulting amount will be the change in the actual cost of fuel to provide the Commercial and Residential Services under this Agreement from previous October 1 to March 31 (First Semi-annual period-Base Period) from April 1 to September 30 (Second Semi-annual period) of the first year multiplied by 85%.(First Calculation Period)

The bidder shall propose a Fuel Surcharge adjustment to the Municipality within 30 days after October 1st (by the end of Month 13) in order to be reviewed and processed by the Municipality. Any resulting Fuel adjustment amount will be charged to Solid Waste customers beginning the first day of the fourth month following the First Calculation Period and for each six month

calculation period through the terms of this contract. The Fuel Surcharge Amount collected from Solid Waste Customers will be remitted to the bidder monthly beginning no later than the 15th day of the sixth month after each Calculation Period. Any resulting credit would be a charge reduction to the Customer.

The Calculation of the surcharge (initiated by the bidder) will occur every subsequent six month period through the duration of this contract. For example, the Third Semi-annual Period from October 1 to March 31, Fiscal Year 2, would be compared to activity from October 1 to March 31, First Semi-annual Period (Base Period), and so on through the contract term.

The bidder Fuel Surcharge adjustment proposal shall include the difference between the gallons of fuel utilized by the bidder for the previous two 6 month periods multiplied by the average cost of fuel as reported in “On Highway Retail Diesel Price” – Lower Atlantic Region published by the U.S. Energy, Energy Information Administration or successor index for the same time periods. In addition, the proposal shall include the actual total number of commercial cubic yards serviced monthly under this Agreement and total number of residential units serviced. The bidder shall provide the Municipality (Monthly Fuel Usage Report by Vehicle-Identifying Commercial/Residential) with such documentation as the Municipality may reasonably request to audit the validity of the data and information presented to the Municipality in connection with the Fuel Surcharge Calculation.

Note: Alternate fuel sources will be considered.

The bidder shall calculate the Fuel Surcharge adjustment in accordance with the formula below:

	Total	Commercial	Residential
First Semi-Annual Period-Total Gallons of diesel utilized:			
Second Semi-annual Period-Total Gallons of diesel utilized:	--	--	--
Total Gallons	100%		
Proportionate Allocation Percentage			
First Semi-Annual Monthly Fuel Costs - Base Period:	A		
Second Semi-Annual Monthly Fuel Costs:	B		
85% of Change in Monthly Fuel Costs: (B - A) * 85% =	C		
Six Months-Commercial CU. Yard or Residential Customers Collected:	D		
Month Fuel Change: C / D = E			
Fuel Surcharge Per Cu. Yd. Billed for Commercial or Individual Residence: E	\$	--	\$ --
Note: The amount of commercial yards can be calculated by aggregating the total cubic yards in the containers serviced during the most recent six month period. Residential units equals the total number of residential and commercial hand pick-up units billed during the most recent six month period.			

An Example of such adjustments is provided to illustrate the forgoing. Please note, the value of "E" shall be rounded to the nearest full cent.

The Municipality shall review the Fuel Surcharge adjustment and shall, within fifteen (15) business days of receipt from the bidder (1) approve the proposed Fuel Surcharge adjustment in writing; or (2) request in writing additional information from the bidder the Municipality reasonably deems necessary to review or audit the bidder's request; or (3) reject the proposed Fuel Surcharge adjustment in whole or in part stating its justification for doing so.

In the event that the Municipality shall request additional information from the bidder, the Municipality shall either approve or reject in whole or in part the proposed Fuel Surcharge adjustment within ten (10) business days of receipt of such materials from the bidder. In the event that the Municipality rejects the proposed Fuel Surcharge adjustment in whole or in part, the parties shall meet within 10 business days, or such further time as may be mutually agreed, and work in good faith to resolve the dispute over the amount of the proposed surcharge.

The bidder shall make no adjustments to the Rates listed in **Exhibit O** under this Fuel Surcharge without the prior written approval of the City of Port Orange which shall not be unreasonably withheld.

Example:

	Total	Commercial	Residential
First Semi-Annual Period - Total Gallons Utilized:	64,129	7,267	56,862
Second Semi-Annual Period - Total Gallons of Diesel Utilized:	64,951	7,787	57,165
Total Gallons	129,080	15,054	114,027
Proportionate allocation percentage	100%	12%	88%
First Semi-Annual Monthly Fuel Costs: A (see below)	\$ 187,598	\$ 21,878	\$ 165,719
Second Semi-Annual Monthly Fuel Costs: B (see below)	200,665	23,402	177,263
85% of Change in Monthly Fuel Costs: (B - A) * 85% = C	\$ 11,107	\$ 1,295	\$ 9,812
Six Months-Commercial cubic yardage or Residential customers collected: D		* 111,817	** 137,268
Monthly fuel Change: C / D = E			
Fuel Surcharge Per cubic Yard Billed for Commercial or Individual Residence: E		\$ 0.012	\$0.071
* - Total actual commercial container cubic yards billed during the second semi annual six month period			
** - Total number of actual residential accounts to be collected during the second semi annual six month period			
A= Average Rate During Period - "On Highway Diesel Price"		\$2.93	See Exhibit O
Diesel Gallons utilized during the period		64,129	
Cost of A(Each ensuing six month period will be compared to this base period)		<u>\$ 187,597.00</u>	
B = Average Rate During Period - "On Highway Diesel Price"		\$3.09	
Diesel Gallons utilized during the period		64,951	
Cost of B		<u>\$ 200,665</u>	
Variance in diesel gallons used between periods should not be significant.			
Any change greater than 2% should be justified in writing.			

XI. Unusual Changes or Costs

The bidder may petition the City, on or before the anniversary date of the contract, for rate adjustments on the basis of unusual changes in his cost of doing business, such as revised laws, ordinances, regulations or changes in location of disposal sites. Any such petition shall be accompanied by an analysis prepared by a certified public accountant (or other financial advisor acceptable to the City) and certified as to accuracy and for compliance with GAAP, of the pre-tax, cash on cash impact of said unusual increase on the expenses (or decrease), and its proportional impact on the bidder's cost of doing business. The analysis shall be accompanied by not less than six months actual financial data of the business.

XII. Favored Nations Clause

In the event a neighboring City negotiates a more favorable rate than the City of Port Orange for the provision of the same or substantially the same services as provided in this contract, the bidder shall be required to upon execution of the agreement with the neighboring City reduce the rates charged to the City of Port Orange to be equal to or lower than the rates charged in the neighboring City. Neighboring City shall mean all cities within Volusia County Florida.

SECTION 3 – STORAGE AND OFFICE FACILITIES

The bidder shall establish and maintain an office at 407 Virginia Avenue, Port Orange, Florida, where service may be applied for, and complaints can be made. It shall be equipped with sufficient toll free telephones, computers, copiers and office supplies; shall have a responsible person in charge and shall be open and sufficiently staffed 7:00 a.m. to 4:30 p.m. The bidder must have a supervisor in the City limits and available during all operational hours. Bidder will also have sufficient supply of recycling bins stocked in office and available for residents to pick up at all times during hours of operation.

Ingress and egress to the office (407 Virginia Avenue) shall occur through Entrance D. Shared use of the break room and restroom areas marked Area C. The City shall pay all utility costs associated with the operation of this office. There shall be no vehicle repair work, of any kind, performed at this location. See Section 19 VI.

SECTION 4 – SCHEDULES AND ROUTES

I. In General

The bidder shall submit a proposed route and schedule to be approved by the City Manager prior to providing services under this contract. Bidder shall abide by the routes and schedules provided in bid documents. The City reserves the right to deny the bidder's vehicles access to certain streets, alleys and public ways, inside the City or outside the City in route to the disposal facilities, where it is in the best interest of the general public to do so due to conditions of streets or bridges. The bidder shall not interrupt the regular schedule and quality of service because of such street closures. Successful bidder will notify all residential and business accounts under this contract of the schedule (i.e. collection days, description of collection services, etc.) as approved by the City Manager. Such notification will consist of a City approved brochure to be mailed to all residents and businesses prior to October 1, 2011. Successful bidder will be responsible for preparation and design of brochure (must be City approved), printing and mailing of brochure. Successful bidder is responsible for all costs associated with brochures. Bidder

must order enough brochures to cover the term of the contract. Individual route starting times and succession of collection shall remain constant so as to promote and achieve regularity of service. Any and all route and/or schedule changes shall be approved by the City Manager prior to implementation of the new schedule or route.

The Bidder shall furnish written notices of changes in schedules to the customers, at least ten (10) days prior to the actual change in routes or schedules. The City Manager's decision may be appealed to the City Council. The decision of the City Council shall be final.

NOTE: The Bidder's attention is directed to the fact that at various times during the year, the quantity of refuse to be disposed of is materially increased by fluctuations in the amount of garden and yard trash. This additional workload will not be considered as adequate justification for failure of the bidder to maintain the required collection schedules and routes; nor will it be reason or cause to request a rate adjustment and/or additional charge(s) to residents.

II. Storm

In the event excessive amounts of debris or refuse accumulate due to an event such as a storm of disastrous proportions, freeze, natural disaster, severe disturbance, riot or other calamity, that results in an area of the City being declared a disaster area by the Volusia County Emergency Management Director, President of the United States, Governor of Florida, Mayor of Port Orange or their designee(s), the bidder shall respond to such disaster with the necessary additional equipment and manpower as determined by the City.

The bidder shall have a written disaster preparedness plan in place, and provide evidence of same to the City along with the formal bid submittal. The bidder must demonstrate the resources (primary and secondary) that will be provided exclusively for the City in a declared event. Secondary resources should be updated with the City Manager annually prior to August 1st, and should include a full listing of contracts, manpower and equipment. At any time the disaster plan is enacted, the bidder will include and provide disposal tickets, field inspection reports and other data sufficient to provide substantiation for Federal (FEMA, etc.) and State reimbursement, if applicable. Federal (FEMA) or State reimbursement is to be determined by FEMA during the event. The bidder will assist the City in preparation of Federal (FEMA) and State reports for any potential reimbursement from Federal (FEMA) or State agencies.

The bidder shall invoice the City ALONG with all proper documentation as required for Federal (FEMA) and State agency reimbursement AND any such data as the City may reasonably require. The payment request shall be filled out and signed by the bidder covering the work performed. The City shall finalize review of documentation and make payment to the bidder. Bidder will be subject to audit by Federal, State and local agencies.

The bidder shall perform the cleanup effort in an expedited manner as directed by the City Manager. If, after being given 48 hours to respond, the bidder's level of response is deemed inadequate or unsatisfactory OR if the bidder fails to respond as agreed in the pre-approved plan provided by the bidder, the City shall have the irrevocable right to enter into additional contracts to the extent necessary to expedite the cleanup. The determination of what constitutes reasonable amount of time under this provision will be at the sole discretion of the City Manager. See **Exhibit K** for current plan.

The City Manager determines the storm event clean-up completion.

III. Exclusive Rights

The City grants to the bidder the exclusive right and obligation to provide solid waste collection services within the City of Port Orange with the following exception: the City will issue a franchise to any hauler engaged in removing building construction waste. All such construction waste removal shall be subject to a City franchise fee. Builders removing waste from their own construction activities shall be exempt from this fee. The City reserves the right to pick up refuse.

IV. Force Majeure

The performance of any act by the City or successful bidder hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any other cause beyond the reasonable control of such party, provided, however, the City shall have the right to provide substitute service from third party contractors or City forces and in such event the City shall withhold payment due bidder for such period of time. If the condition of force majeure exceeds a period of 14 days the City may, at its option and discretion, cancel or renegotiate this Agreement.

V. Miscellaneous

The bidder shall not be responsible for scattered refuse unless his acts or those of any of his employees have caused the same, in which case, the bidder shall pick up all such scattered refuse immediately. Employees of the bidder shall not be required to expose themselves to the danger of being bitten by vicious animals, in any case, in order to accomplish refuse collection. However, the bidder shall immediately notify the customer and City Manager, in writing, of such conditions and of his inability to make collection because of such conditions.

VI. Holidays

When a holiday falls on a regularly scheduled collection day, the bidder shall provide an alternate collection schedule to the City's contract administrator for approval. Each proposal submitted shall provide a list of the holidays that will be exempt from the residential and commercial collection schedules as offered in the bid schedule. Holidays must be shown on **Bid Form, List of Observed Holidays**, page 56, in bid package. Current bidder does not collect on Thanksgiving Day, Christmas Day or New Year's Day, as the landfill is closed. The bidder shall be responsible for notifying customers of schedule changes by placement of a ¼ page ad in the local section of the Daytona Beach News Journal at least 7 days in advance of collection change.

SECTION 5 – DURATION OF CONTRACT, COMMENCEMENT OF WORK

The term of this contract shall be for a period determined after all bids are reviewed and evaluated. The City will determine which period is in their best interest based on all bids submitted. Once selected, successful bidder will begin work on October 1, 2011, and contract will be in effect, for period selected by the City based on successful bidder's proposal, unless terminated or breached at an earlier date. The initial term of this contract may be extended for an additional term (to be determined based on Contract Term awarded), under the existing terms

and conditions if City notifies the bidder in writing, not less than 180 days prior to the expiration of the initial term, of the City's intention to renew this contract.

The bidder must commence work on the date and year as stated above. Failure to commence work on the specified date will result in forfeiture of Performance bond.

SECTION 6 – BIDDER'S RELATION TO THE CITY

I. Bidder as Independent Contractor

It is expressly agreed and understood that the bidder is, in all respects, an Independent Contractor as to the work notwithstanding. In certain respects the bidder is bound to follow the direction of designated City officials however the bidder is in no respect an agent, servant, or employee of the City. The contract specifies the work to be done by the bidder, but the method to be employed to accomplish this work shall be the responsibility of the bidder, unless otherwise provided in the contract.

II. Subcontracting and Assignment

The contract or any portion thereof shall not be subcontracted except with the prior written consent of the City, which may be withheld, for any reason or for no reason. This contract is not assignable or transferable without the prior written consent of the City. In addition, the City shall have the right not to approve an assignment or subcontract, to terminate the contract and receive a lump sum payment of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) from the bidder or the bidder's surety obligated on the performance and guarantee bond to be paid within ten (10) days of the City Council's decision. An assignment of the contract will occur upon a transfer of the ownership of a majority of the outstanding stock of the bidder, in one or a series of transactions, a transfer of all or substantially the entire bidder's assets or a transfer of this contract. This termination provision does not apply to a change in the name of the bidder, as long as there is no change in the ownership.

III. Supervision of Contract Performance

The City Manager or his designee shall supervise the bidder's performance of this contract. If at any time during the life of the contract, performance satisfactory to the City Manager shall not have been made, the bidder, upon notification by the City Manager, shall increase the force, tools and equipment, within three (3) days of said notice, as needed to properly perform this contract. The failure of the City Manager to give such notification shall not relieve bidder of his obligation to perform the work at the time and the manner specified by this contract.

IV. City Manager to be Referee

To prevent misunderstandings and any litigation, the City Manager shall decide any and all questions that may arise concerning the quality and acceptability of the work and services performed, the sufficiency of performance, and the interpretation of the contract provisions and the acceptable fulfillment of the contract on the part of the bidder. The City Manager will also determine whether or not the amount, quantity, character and quality of the work performed is satisfactory, and said determination shall be final, conclusive and binding upon both the City and the bidder. The City Manager shall make such explanation as may be necessary to complete, explain or make definite the provisions of this contract; and his findings and conclusions shall be final and binding upon both parties.

V. Inspection of Work

The bidder shall furnish the City Manager with every reasonable opportunity for ascertaining whether or not the work as performed, is in accordance with the requirements of the contract. The bidder shall designate, in writing, the person to serve as agent and liaison between his organization and the City. The City Manager may appoint qualified persons to inspect the bidder's operation and equipment at any reasonable time, and the bidder shall admit members of the City Council and other authorized representatives of the City to make such inspections at any reasonable time and place.

VI. Disagreements – Refuse to be Collected - How

It is recognized that disagreements may arise between the City and the bidder with regard to the collection of certain items due to interpretation of the specific language in the contract.

In the event disagreements arise and refuse needs to be collected and disposed of, the City Manager may notify the bidder of the location of refuse and it shall be the duty of the bidder to remove all such refuse within two (2) days of the notice. Pick up of the refuse will be treated as a Special Pickup and posted as same on the bidder's monthly payment. Charge would be calculated using the cubic yard rate provided in the bid submitted by the bidder. Should the bidder fail to remove the refuse, the City will remove the refuse and the City shall deduct costs incurred from the next scheduled payment.

VII. Taxes

The bidder shall pay all federal, state and local taxes, to include sales tax, social security, workmen's compensation, unemployment insurance, and other required taxes which may be chargeable against labor, material, equipment, real estate and any other items necessary to and in the performance of this contract.

VIII. City Not Liable for Delays

It is expressly agreed that in no event shall the City be liable or responsible to the bidder or to any other person on account of any stoppage or delay in the work provided for herein, by injunction or other legal or equitable proceedings brought against the bidder, or from or by or on account of any delay from any cause over which the City has no control.

IX. Schedule of Payments

For and in consideration of the services to be performed by the bidder pursuant to this agreement, the City agrees to make payments to the bidder as follows: Payments shall be made by the City on the 10th day of each month, with the first payment to be made forty (40) days after commencement of service, provided ALL monthly reports have been received on time by the City's contract administrator or his/her designee. Payments shall be calculated as follows: (a) the actual waste collection billings by the City for service provided by the bidder for the month (reflecting unit changes or status changes in residential and commercial customers); plus (b) call in work performed during the month by order of the City Manager; plus (c) any special handling charges collected during the month; less liquidated damages and any penalties.

X. Billing for Residential and Commercial Accounts

The City shall bill each occupied residential and commercial unit for services rendered each month and within ten (10) working days following the end of each monthly period with payment due within the City's normal billing cycle. Said billing and payment shall be based upon the **occupied** residential and commercial units being serviced as of the beginning of each month. The City will determine the method of billing.

XI. Service Initiation, Termination or Change

Customers shall initiate and disconnect solid waste collection services with the City. Residential customers leaving the City for more than sixty days may initiate a temporary inactive status during which they shall be billed at fifty percent (50%) of the regular monthly rate. The bidder shall give notice of negotiated changes in commercial service billing and spot charges to the City within two (2) working days of date of change.

XII. Cancellation or Annulment of Contract

The bidder and the City recognize that it is of paramount importance that the contract be performed and the individual customers receive services. If the bidder fails to begin work at the time specified, or fails to perform the work with sufficient number of workmen and sufficient and adequate equipment to insure the proper and substantial performance of said refuse collection work, or performs the work unsuitably, or discontinues the prosecution of the work or any portion thereof, or for any other cause whatsoever, excepting only acts of God, does not carry on the work as aforesaid, or if the bidder becomes insolvent or declares bankruptcy or commits any act of bankruptcy or insolvency, or allows any final judgment for the payment of money to stand against him unsatisfied, and if the City through its City Manager, gives notice of such default, and the bidder or his surety fails to cure such default within seven (7) days after giving of such notice by the City, then the City may thereupon, by action of the City Council at a public hearing, declare the contract cancelled.

Upon declaration of cancellation, the City may, at no cost to the City or compensation to the bidder, take over the work and possession, without further notice to the bidder and without judicial proceedings, of any and all equipment (including vehicles and dumpsters) of the bidder and operate the same in performance of the work and services described in this contract for the remaining term of the contract, or for a period of three (3) months whichever the City elects, or the City may enter into agreements with others for their performance of the work and services herein contracted for. If the City exercises the default option, the City shall have right to purchase the equipment of the bidder that is serving the City at a fair market value as determined by a certified appraiser. Such cancellation of the contract shall not relieve the bidder or the surety of liability for failure to faithfully perform this contract, and in case the expense incurred by the City in performing or causing to be performed the work and services provided for in this contract shall exceed the Proposal price of the bidder, as provided in this contract, then the bidder (and the surety to the extent of its obligation) shall be liable to the City for said amount. Bidder's surety or security will not be released until such time as the term of this contract would otherwise have expired.

XIII. Operation During Dispute

In the event the City has not cancelled the contract in accordance with the terms provided above, and there remains a dispute between the bidder and the City, after the City Manager acting as Referee pursuant to this Section 6, paragraph IV determination, the bidder agrees to continue to operate and

perform under the terms of this contract according to the City's interpretation while said dispute is pending, and agrees that in the event a suit is filed for injunction or other relief to continue to operate the system according to the City's interpretation until the final adjudication of the court.

SECTION 7 – QUALITY OF SERVICE

I. Character of Workers and Equipment

The direction and supervision of refuse collection and disposal and salvage operations shall be by competent, qualified and sober personnel, and the bidder shall devote sufficient personnel, time and attention to the direction of the operation to assure performance satisfactory to the City. All superintendents, foremen and workmen employed by the bidder shall be careful and competent. The bidder shall also provide uniforms to all employees and they must be worn at all times while working. All employees used by the bidder during the term of this contract shall be of a standing or affiliation that will permit the bidder's performance herein to be carried on harmoniously and without delay and in no case or in any circumstances will such employees cause any disturbance, interference or delay to any work or service rendered to the City or by the City and in no case or in any circumstances will the employees conduct themselves negligently, disorderly or dishonestly in the due and proper performance of the employee's duties. The bidder shall see to it that his employees serve the public in a courteous, helpful and impartial manner. He shall furnish the City with a current roster of employees every thirty-days and a daily route log of employees and equipment in use. Bidder's employees collecting garbage will be required to follow the regular walk for pedestrians while on private property.

No employee shall meddle with property that does not concern him. Care shall be taken to prevent damage to property, including shrubs, flowers and other plants. After emptying containers, employees shall return them to the same location from which they were taken, in an upright position behind the curb or edge of pavement and anything spilled shall be picked up immediately by such employee. The bidder shall pay any damages incurred.

II. Cooperation of Bidder Required

The bidder shall cooperate with authorized representatives of the City in every reasonable way in order to facilitate the progress of the work contemplated under this contract. The bidder shall assign a supervisor to work in the City during all hours of bidder's operation in the City limits. The bidder's supervisor shall be available to the City's Contract Administrator at all times during normal working hours.

III. Handling Complaints

The bidder shall perform a service of high quality and keep the number of legitimate complaints to a minimum. Bidder shall maintain a telephone listing in the name in which he is doing business and provide answering service for those customers needing to contact him during collection hours Monday through Saturday.

All complaints shall be logged to indicate the name and address of the person with the complaint, the nature of the complaint and disposition of said complaint. All complaints, whether received in person, by mail or telephone, shall be recorded in triplicate, one (1) copy to be retained by the City and two (2) copies to be given to the bidder. All complaints received by the bidder's personnel shall be recorded in duplicate, one (1) copy to be retained by the bidder and the other

copy to be given to the City's Contract Administrator by the end of each work day with an explanation of action taken to resolve said complaint (See **Exhibit M**). The Daily Request for Service log is due to the City's contract administrator by 8:00a.m. and 12:00 noon each work day.

Complaints received before 12:00 noon shall be serviced before 5:00p.m. the same day; complaints received after 12:00 noon shall be serviced by 12:00 noon the following day. However complaints received on Fridays, regardless of time received, must be serviced by 4:30 p.m. on the same day. For each month in which the number of unresolved, legitimate complaints, whether related to garbage, recycling, yard debris collection or any other cause, reaches ten (10) or more, the City shall be entitled to claim liquidated damages of three hundred dollars (\$300.00) per complaint. Each complaint shall be considered legitimate unless satisfactory disposition of the claim is furnished within the time limit specified in this paragraph. The decision of the City Manager shall be final.

All accidents or any property damage within the City limits shall be reported to the City's Contract Administrator within twelve (12) hours of accident or property damage. The bidder shall also provide a follow up report of action taken after each accident or property damage incident. In addition, all accidents within City limits **MUST** have a report from the Port Orange Police Department attached to the bidder's report.

IV. Liquidated Damages

Should the bidder fail to perform in accordance with the provisions of this Contract and/or refuse to pay liquidated damages upon receipt of notice from the City, the City shall, in addition to the amounts provided in other provisions of this contract, be entitled to claim against the performance bond of the bidder as provided in **Section 7, VI**, or deduct from the next regularly scheduled payment to the bidder, the following amounts, not as a penalty, but as liquidated damages for such breach of contract:

- | | |
|--|---|
| a) Legitimate complaints, ten (10) or more per month. | \$300 per incident
Including the first ten |
| b) Failure to resolve complaint by scheduled date and time on log | \$100.00 per day until resolved |
| c) Back-to-back complaints monthly | \$100.00 per incident |
| d) Collection of Commercial, Residential Solid Waste and/or recyclables before 7:00 AM or after 7:00 PM | \$300 per incident |
| e) Co-mingling solid waste with vegetative waste, recyclable materials, c & d materials or other waste material. | \$500 per incident |
| f) Failure to clean up spillage in accordance with contract provisions. | \$150 per incident |

g)	Failure to replace damaged container within seven days, two days for residential.	\$300 per incident
h)	Failure to return containers or garbage receptacles to original location.	\$25 per incident
i)	Failure to repair damage to public or private customers property within seven (7) days.	\$200 per incident
j)	Failure to provide clean, safe and sanitary equipment at beginning of work schedule.	\$200 per incident
k)	Failure to maintain office hours as required with authorized, trained personnel.	\$250 per day
l)	Equipment Operator not properly licensed.	\$500 per incident
m)	Failure to provide documents, reports, or any request for information in a timely and accurate manner.	\$100 per day
n)	Failure to cover materials, if appropriate, on collection vehicles.	\$250 per incident
o)	Name and phone number not displayed on equipment or containers.	\$100 per incident
p)	Failure to comply with employee roster and proper uniforms.	\$150 per incident
q)	Not providing current schedule and route maps annually.	\$200 per incident
r)	Using improper equipment to service commercial or residential customers.	\$50 per incident
s)	Failure to submit an audited financial statement by the prescribed date.	\$100 per incident
t)	Failure to respond to complaints	\$200 per incident

and customer calls in a timely and appropriate manner.

- | | | |
|-----|---|---|
| u) | Failure to complete a route on the regular collection day. | \$250 for each route per day not complete |
| v) | Failure to provide proper notification prior to Residential route changes. | \$500 per incident |
| w) | Failure to follow established reporting operation or administrative procedures. | \$150 per incident |
| x) | Use of temporary labor personnel. | \$250 per man/per day |
| y) | Use of contract dedicated, primary <u>collection vehicles outside</u> corporate limits of the City. | \$500 each occurrence |
| z) | Vehicles interfering with traffic or left unattended on the street. | \$250 each occurrence |
| aa) | Failure to separate recycling resulting in a co-mingled load ticket from recycling center. | \$500 each load |
| bb) | Failure to have recycle bins in stock and available for pick-up by residents. | \$500 per day |

For clarification purposes, “Per Incident” is defined as each time it happens.

V. Customer and Operational Information

The bidder, at his expense, shall provide each residential customer with a condensed version, approved by the City, of rules and regulations for refuse collection. Said condensed version shall outline rates and obligations of the customer and bidder according to terms of this contract.

The bidder shall provide monthly reports to the Contract Administrator regarding the tonnage of refuse (garbage, recycling, and yard debris) collected within the City by route per day. Recycling tonnage shall be broken down according to commodity collected (i.e. plastic, glass, tin, etc.). Reports will also provide information on recycling participation rates and any other information required by the City, County or State of Florida to meet the requirements of the Solid Waste Management Act or as required to obtain grant funds from the Solid Waste Management Fund or as requested by the City (see **Exhibit L**).

All monthly reports shall be submitted to the City's Contract Administrator no later than the 10th day of each month. Additional reports may be required throughout the contract period and each will be scheduled with a due date. The bidder shall also provide to the City an annual financial statement, prepared in accordance with GAAP, certified by a Certified Public Accountant.

VI. Guarantee of Performance – Surety Bond

Upon award of the contract, the bidder shall provide the City with a Performance and Guarantee Bond in the amount equal to FIFTY PERCENT (50%) of the total annual contract cost as a guarantee to the City of faithful performance under the terms of this contract. This performance bond shall be written by a company with a Class 9, A, or higher financial rating as shown in Best's Key Rating Guide.

The performance bond shall allow the City to make a claim against the surety upon the City Council making the determination of default pursuant to **Section 6, XII**. The City's election to accept the benefits under **Section 6, XII**, shall not prevent the City from making a claim on the performance bond.

A letter of credit may be used in lieu of the \$250,000.00 Bid Bond or the Performance Bond in the amount of 50% of the total annual contract cost. The Performance Bond Form is included in the bid package. The Performance Bond or any proposed alternate surety is to be reviewed and approved by the City Attorney prior to being recorded at the Volusia County Clerk of Court.

VII. Equipment Title

As additional security for the faithful performance of this contract and in exchange for the valuable consideration herein paid to the bidder, the bidder shall at or before the commencement of this contract tender to the City Manager in escrow the full and complete title and equity, and a written irrevocable power of agent and attorney empowering the City Manager and his successors in office to make, execute, deliver and register assignments, sales and transfer and any other documents necessary to transfer title and possession for any and all equipment used by the bidder in the performance of this contract. In the event the bidder does not hold title to the vehicles such that could be tendered as contemplated above, the bidder shall tender a written limited assignment of lease, authorized and acknowledged by the lessor or security interest holder to allow the City to take possession of the vehicles without assuming financial liability on the lease. The City Manager shall hold the documents in escrow unless and until he at his sole discretion determines that the assignment and transfer to the City of title and/or possession of any or all equipment is necessary to insure the orderly collection of refuse, he shall take all such actions as have been consented to herein by the bidder to effect such assignment and transfer. The bidder agrees not to protest such assignment and transfer. At the end of this contract and any extension hereto, all title certificates and other documents (and reassignments and retransfers as may be necessary) shall be returned to the bidder. Any assignments and transfers from one party to the other shall be subject to any outstanding purchase money indebtedness existing on the equipment, and the bidder acknowledges and agrees to continue to meet its sole obligation to satisfy any and all indebtedness outstanding against the equipment during the term of this contract. Subject to the approval of the City, which shall not be unreasonably withheld, the bidder may substitute equipment held under this paragraph for other equipment of equal value and utility.

SECTION 8 – EQUIPMENT

I. Type

The bidder shall provide, at the execution of the contract, brand new 2011 vehicles and vehicle bodies to be used in the City. All vehicles must be equipped with two-way radios. The City reserves the right to require all vehicles be replaced every seven (7) years or less, depending on the condition of the vehicle, subject to inspection by the City's Vehicle Maintenance Supervisor, so regular schedules and routes of collection can be maintained. All vehicles added to bidder's fleet during the duration of this contract shall be brand new. The bidder shall submit a list of vehicles (be specific; i.e. show year, make, model, capacity, etc.) to be used in the City, as part of their bid submittal package and the City shall inspect said vehicles prior to awarding the contract.

The bidder shall provide the City with three (3) portable, two-way radios, so the Contract Administrator and office personnel can be in contact with the bidder's supervisor and base station during working hours. Any radio and or communication equipment is subject to approval of the City's Contract Administrator and must meet with his/her approval. The bidder's supervisor shall have a cell phone and a two-way radio to communicate with the City's Contract Administrator.

II. Amount

The bidder shall provide sufficient equipment in proper operating condition so regular schedules and routes of collection can be maintained.

III. Condition

Vehicles, equipment, dumpsters and totes are to be maintained in a reasonable, safe working condition, painted uniformly with the bidder's company name and phone number, the City's name, logo and telephone number, number of the vehicle printed in letters not less than three (3) inches high on each side of the vehicle. All vehicles are to be numbered; and a record is to be kept showing each vehicle and the number assigned. The bidder shall provide the City's Contract Administrator a daily log showing truck numbers, personnel assigned to truck and the routes to which they are assigned. The list must be current and provided to the City's Contract Administrator daily. The bidder shall also provide to the City's Contract Administrator a monthly maintenance report, showing truck number, service and or repairs made each day for each vehicle.

No advertising shall be permitted on vehicles with the exception that the City may advertise events on trucks at no cost to the City. The City will provide materials at least thirty (30) days in advance of the event. The bidder shall display the materials provided by the City on the trucks at least fifteen (15) days prior to the event. The bidder shall remove the materials from the vehicles no later than ten (10) days after the event.

The City shall be allowed to place telemetry devices on bidder's *recycling* collection vehicles that will read the water meters as the vehicle(s) drive their scheduled route. Bidder will not charge the City for this service. Cost for telemetry devices will be the City's responsibility as well as cost to replace the device should it become stolen, damaged or broken. City will bear cost to install each device and remove each device on the completion, termination or cancellation of this contract at the City's option. Bidder shall notify City's contract administrator should

bidder or his employee have knowledge of damage to the telemetry device or if it is stolen or removed from the bidder's vehicle. The City shall have access to the recycling collection vehicles for repair, replacement or maintenance of the telemetry equipment during reasonable business hours on 24 hours notice to bidder, provided such access does not interfere or impair bidder's ability to perform the work under this contract.

The bidder is required to keep collection vehicles and containers emptied by mechanical means cleaned and painted in order to present a pleasing appearance. The bidder shall submit, upon award of bid, a schedule showing the frequency of the cleaning and painting of the vehicles and containers. The bidder shall make sure that all refuse containers are kept in a sanitary condition. All containers shall be watertight except where the City has approved otherwise. Containers and totes must be painted different colors for garbage and recycling.

The bidder will submit to the City Manager for the City's approval, a schedule showing how the change-out of containers is to be accomplished during the Contract term.

IV. Operation

Each non-packer trash vehicle shall be equipped with a cover, which may be net with mesh not greater than one and one-half inches, or tarpaulin, or fully enclosed metal top. Such cover shall be kept in good order and used to cover the load going to and from the disposal facility during loading operations or when parked, if the contents are likely to be scattered if not covered. Vehicles shall not be overloaded so as to scatter refuse; however, if refuse is scattered from the bidder's vehicle for any reasons, it shall be picked up immediately.

Each vehicle shall have a fork and broom for this purpose. The bidder's vehicles are not to interfere unduly with vehicular or pedestrian traffic and vehicles are not to be left standing on streets unattended except as made necessary by loading operations, and shall move with the traffic flow. **Each violation shall result in a \$250.00 penalty.**

V. Aesthetic Appearance of Dumpsters and Totes

Dumpsters and Totes shall be maintained in a reasonable, safe working condition and shall be painted a uniform color (same color for garbage dumpsters and totes and another color for recycling dumpster and totes). The bidder shall submit for approval by the City Manager a schedule showing the frequency of the cleaning and painting of dumpsters.

VI. Ownership

The bidder shall be responsible for the cost and expense associated with the replacement of all dumpsters and totes and the bidder shall be the owner of all dumpsters totes. The bidder shall be responsible for the cost and expense associated with new and replacement recycling bins.

VII. Operational Facility

Successful bidder shall store all vehicles, equipment and dumpsters within Volusia County. The City Manager and/or his or her designee shall have a right to inspect during regular business hours.

SECTION 9 – EMPLOYMENT AND WORKING CONDITIONS

The bidder shall comply with all applicable state and federal laws relating to wages and hours, and all other applicable laws relating to the employment or the protection of employees now or hereafter in affect. The bidder is required, and hereby agrees by accepting this contract, to pay all employees not less than the state or federal minimum wage, whichever is higher and to abide by other requirements as established by the Congress of the United States in the Fair Labor Standards Act as amended from time to time. Bidder also agrees that upon written request, the bidder will provide the City all information and policies, whether written or oral, relating to the wages or terms and conditions of employment for employees in the service of the bidder under this agreement.

SECTION 10 – DISPOSAL OF REFUSE

The City will be responsible for disposal fees charged by Volusia County (landfill). The bidder is responsible for disposing all collected waste in accordance with state and federal statutes and/or regulations and agrees to accept all liability for any remedial activities or fines which may arise from the unlawful disposal of waste. All landfill tickets are due in the Contract Administrator's office by 10:00 a.m. the following day. All refuse, except recycling, must be deposited at Volusia County landfill on Tomoka Farms Road.

The bidder shall deliver all recyclable materials to Gel Corp., 1990 Tomoka Farms Road, Daytona Beach. All recycle tickets are due in the Contract Administrator's office by 10:00 a.m. the following day. Gel Corp will remit all proceeds from sale of recyclable materials directly to the City of Port Orange.

SECTION 11 – COMPLIANCE WITH LAWS & REGULATIONS

The bidder hereby agrees to abide by all applicable federal, state, county and city laws and regulations. The bidder and his surety indemnify and save harmless the City, all its officers, representatives, agents and employees against any claim or liability arising from or based on the violation of any such laws, ordinances, regulations, order or other decree, whether by himself, his employees or his subcontractor. This clause shall apply not only during the term of this agreement, but also as to any claim, liability, or damages which are based on the bidder's conduct during the term of this agreement and in the event the City is charged with the responsibility, jointly or severally, for the aforementioned conduct as a successor to the bidder.

SECTION 12 – CITY HELD HARMLESS FROM INJURIES, DAMAGES AND CERTAIN OTHER ACTS OF THE BIDDER

The bidder and its surety hereby expressly bind themselves to indemnify and save the City harmless from all suits or actions of every name and description brought against said City for or on account of any injuries or damages received or sustained by any party or parties from the acts, omissions or negligence of, said bidder, or his servants or agents engaged in doing the work herein contracted for, or by, or in consequence of any negligence in guarding against same, or in any improper materials or equipment used in its performance, or by or on account of any act or omission of the said bidder, or on account of any claims or amounts recovered for infringement of patent, trademark, or copyright, or from any claims or amounts arising or recovered under the Workmen's Compensation Laws.

In case there is any money due to the bidder, so much of the money due the said bidder as the City Manager shall deem necessary to protect the City, may be retained by the City until such suit, or suits,

action or actions, claim or claims, injuries, damages as aforesaid, shall have been settled and suitable evidence to that effect has been furnished the City Manager.

SECTION 13 – CITY ORDINANCES

Nothing contained in any ordinance of the City now in effect, hereafter adopted, pertaining to the collection of garbage and trash shall in any way be construed to affect, change or modify or otherwise alter the duties responsibilities and operation of the bidder in the performance of the terms of this contract. It is the intention hereof that the bidder be required to perform strictly the terms of this contract, regardless of the effect or interpretation of any municipal ordinances which in any way relate to garbage and trash.

SECTION 14 – AMENDMENTS

The City shall have the right to amend this contract from time to time as necessary to comply with federal, state and local laws and regulations, as amended from time to time. Such amendments shall take effect within thirty (30) days of the bidder's receipt of the written amended contract. Amendments, which are consistent with the purposes of this contract, may be made with the mutual consent, in writing, of the parties and in accordance with the City Charter and other applicable laws and ordinances.

SECTION 15 – NOTICE

Notices for purposes of the bidder as called for under this agreement should be forwarded to

_____. Notices to the City should be forwarded to the City Manager, City of Port Orange, 1000 City Center Circle, Port Orange, Florida, 32129 with a copy to Warren Pike, Public Works Director, 407 Virginia Avenue, Port Orange, Florida 32129

SECTION 16 – SEVERABILITY

If any article or section of this agreement or of any supplements or riders thereto, should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this agreement and of any supplements or riders thereto, or the application of such article or section to persons or circumstances other than those to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby, unless the City determines that the provision(s) marshall effect the substance of the Contractual arrangement with the bidder. If the City has made such an election, it will have the right to exercise the rights provided under **Section 6 (XII)**.

SECTION 17 – GOVERNING LAW

The laws of the State of Florida shall govern this contract and venue for any litigation arising out of this contract shall be in Volusia County, Florida.

SECTION 18 – ATTORNEYS' FEES

In the event of litigation arising out of or interpreting the terms and condition of this Contract, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

SECTION 19 – CUSTOMER AND GENERAL ACCOUNT INFORMATION

I. General Information:

A. April 1, 2010 Estimated Census Population	56,402
B. Total Square Miles within Incorporated Limits	28.4
C. Miles of Paved Streets	316.21
D. Number of Handicap Accounts	55
E. Number of Active Single Family Customers As of Dec. 2011	22,601
F. Number of Active Units with Curbside Recycling.	22,601

II. Commercial Service Information:

- A. Dumpsters (City bills customers) See **Exhibit A**
- B. Compactors (Bidder bills customer) See **Exhibit E**

III. Current Contract Dedicated Equipment:

A. Number of rear load collection vehicles	10
B. Number of front load collection vehicles	2
C. Number of cherry picker collection vehicles	2
D. Number of recycling collection vehicles	6
E. Number of roll-off / retro collection vehicles	1
F. Number of mechanical container delivery vehicles	1
G. Number of pickup trucks	3
H. Number of side-loaders recycle (back-up only)	<u>1</u>
	26

IV. Tonnage and Revenues

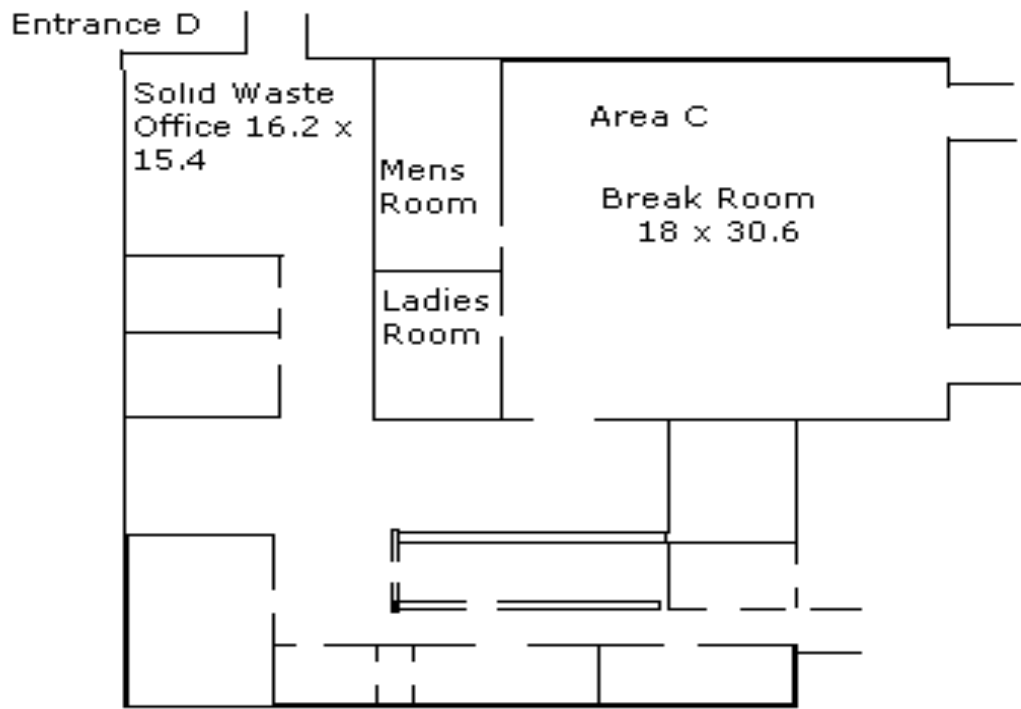
The current bidder provides the following information to the City on a monthly basis:

Description	FY 2009/10	FY 2008/09	FY 2007/08	FY 2006/07
Residential Garbage Tons	19,668	20,509	22,810	23,495
Yard Waste Tons	10,864	10,561	10,315	9,490
Commercial Garbage Tons	9,428	9,755	10,215	10,535
Curbside Recycling Tons	3,238	3,261	3,454	3,288
Revenue from Sale of Recycle Items	93,515	43,296	147,382	93,984
Residential customers (Month end. Dec)	22,601	22,503	22,538	22,494
Employee Roster (as of Dec. 2010)	37			
Commercial Hand Pick-up Customers (month end. Dec)	322	308	292	289
Dumpsters	459	460	474	462

V. City Facilities

Facility Name	Address	Dumpster Size	Weekly Pickups
Adult Activity Center	4790 Ridgewood Avenue	4 Cu. Yd.	3
Airport Road Park	6751 Airport Road	2 Cu. Yd.	3
All Children's Park	5959 Spruce Creek Rd.	4 Cu. Yd.	2
All Childrens Park Tennis Courts	5959 Spruce Creek Road	4 Cu. Yd.	2
Allen Green Center	4705 Clyde Morris Blvd.	8 Cu. Yd.	3
Amphitheater	1999 City Center Circle	4 Cu. Yd.	2
Art Haus	3840 Ridgewood Avenue	Curbside cans	2
Athletic Center, Ballfield	4625 City Center Circle	4 Cu. Yd.	3
Ballfield	5200 Coracci Blvd.	6 Cu. Yd.	1
Causeway Park	50 Dunlawton Avenue	6 Cu. Yd.	6
Chamber/Pavilion Park	3431 Ridgewood Avenue	8 Cu. Yd.	2
City Hall	1000 City Center Circle	4 Cu. Yd.	6
Civic Center (Pre-School)	3738 Halifax Drive	4 Cu. Yd.	2
EVAC	852 Oak Street	2 Cu. Yd.	1
Fire Station 1	4200 Ridgewood Ave.	Curbside cans	1
Fire Station 2	6071 Central Park Blvd.	4 Cu. Yd.	1
Fire Station 3	1090 City Center Blvd.	4 Cu. Yd.	1
Fire Station 4	6701 Airport Rd.	Curbside cans	2
Fire Station 5	1701 Town West Blvd.	2 Cu. Yd.	1
Cypress Head Clubhouse	6231 Palm Vista	6 Cu. Yd.	3
Cypress Head Storage	6260 Beltline	6 Cu. Yd.	1
Gym	4655 City Center Circle	4 Cu. Yd.	3
Park	6060 Deerfield Trail	4 Cu. Yd.	2
Parks & Recreation Maintenance Building	5839 Trailwood Dr.	4 Cu. Yd.	2
Police Department	4545 Clyde Morris Blvd.	8 Cu. Yd.	3
Police Dispatch (RCC)	1395 Dunlawton Avenue	4 Cu. Yd.	3
Port Orange Ballfields	Richel Road	Curbside cans	1
Port Orange Public Works Facility 2 Dumpsters	407 Virginia Avenue	(2) 6 Cu. Yd.	3
Public Utilities Lab	541 Ruth Street	Curbside cans	2
Silver Sands Middle School Recreation Center	1300 Herbert Street	Curbside cans	2
Sp. Creek Elementary Recreation Area	642 Taylor Road	Curbside cans	2
Spruce Creek High School Recreation Area	801 Taylor Road	Curbside cans	2
Warehouse	500 Oak Street	8 Cu. Yd.	3
Wastewater Plant 4 Dumpsters (3-2yd, 1-4yd)	825 Oak Street	3 are 2yd; 1 is 4yd	6
Water Plant	4400 Wellfield Drive	4 Cu. Yd.	1
White Place Athletic Fields	210 White Place	Curbside cans	2
Willow Run Park	4751 Hidden Lake Drive	Curbside cans	2
YMCA	4701 City Center Parkway	8 Cu. Yd.	3

VI. Office Layout (407 VIRGINIA AVENUE)



SECTION 20 – BIDDER’S CHECKLIST

ITEMS TO BE INCLUDED WITH BID SUBMITTAL: **Shall be two separate envelopes**

Envelope #1: “Forms”

One (1) original and five (5) copies of the following: (tabbed and indexed, must be in the following order)

1. Bidder’s Acknowledgement form (see page 3)
2. Bid bond. (\$250,000.00) (see page 10, item 7)
3. Letter of intent to issue performance bond from Surety (provided by Surety)
4. Company background information (see page 50)
5. Reference list (see page 58)
6. Completed “Public Entity Crime Form” (see exhibit 2, page 64)
7. Insurance certificate(s) (see page 54)
8. Anti-Collusion Statement Form (see exhibit 3, page 65)
9. Drug Free Tie Form. (see exhibit 4, page 66)
10. Authorization for release of information. (see exhibit 5, pg. 67)
11. List of Holidays. (see page 56)
12. Experience. At least five years operating experience. (see page 55)
 - Previous operating experience in Florida with a governmental entity
 - Contracts for up to 5 recent comparable service contracts
 - At least three contracts, each for at least 5,000 residential service units
13. Financial. (see page 53)
 - Last two (2) years financial statements
 - Statement of Financial Stability
 - Annual financial reports
 - Corporate Disclosure Statement
 - List of Acceptable Resources
14. Disaster plan. (see page 51).
15. Base proposal forms.
 - Equipment List (see page 52)
 - Type/number of personnel list (see page 57)
16. Alternate 1 proposal forms.
 - Equipment List (see page 52)
 - Type/number of personnel list (see page 57)
17. Alternate 1 proposal forms.
 - Equipment List (see page 52)
 - Type/number of personnel list (see page 57)

Envelope #2: “Price”

One (1) original and five (5) copies of the following: (tabbed and indexed, must be in the following order)

Note: The bidder shall be notified by the City to submit Envelope #2 upon review and approval of envelope #1.

1. Base proposal PRICE. (see exhibit 1, page. 61)
2. Alternate 1 Proposal PRICE. (see exhibit 1, page. 62)
3. Alternate 2 Proposal PRICE. (see exhibit 1, page. 63)

BID Form
Solid Waste Contract

Company Background Information

1. Bidder Name: _____

Mailing Address: _____

Volusia County Operational Facility Address: _____

Telephone _____ - _____

Bidder is a:	_____	Corporation
	_____	Partnership
	_____	Individual
	_____	Proprietorship

2. Names and addresses of all partners or stockholders holding a 10% or greater interest in the corporation (attach additional sheets as necessary):

BID Form
Solid Waste Contract

Disaster Plan

Bidder shall submit a written disaster preparedness plan. (See page 91, Exhibit K)

**BID Form
Solid Waste Contract**

Equipment List

1. Contract shall provide, at the execution of the contract, brand new (2011) vehicles and bodies to be used in the City. These vehicles must be equipped with two-way radios. All vehicles shall be replaced every seven years or less depending on condition of the vehicle. Replacement will be dependent upon inspections by the City Fleet Maintenance Supervisor. Any and all vehicles added to the fleet during the term of this contract shall be brand new. The bidder shall submit a list of vehicles (be specific as to year, make, model, capacity, etc.) to be used in the City as part of the bid package and the City shall inspect said vehicles prior to awarding the Contract. The bidder shall provide the City with three (3) portable two-way radios so the Contract Administrator and office personnel can be in contact with the bidder's Supervisor and base station during work hours.

A. Commercial Recycling	Number_____
B. Front-end Loader	Number_____
C. Rear-end Loader	Number_____
D. Recycling Truck	Number_____
E. Cherry-Picker Trash Truck	Number_____
F. Pickup Truck	Number_____
G. Automobiles	Number_____
H. Roll-offs	Number_____
I. Container Delivery	Number_____

TOTAL NUMBER _____

2. Number of dedicated telephone lines supplied to the Port Orange office located at 407 Virginia Avenue: _____

BID Form Solid Waste Contract

Financial Information

The following financial information must be submitted:

- Last two (2) years financial statements
- Statement of Financial Stability
- Annual financial reports
- Corporate Disclosure Statement
- List of Acceptable Resources

BID Form Solid Waste Contract

Insurance

Successful bidder must:

- Meet or exceed ALL limits of insurance coverage required for contract (see page 130)
- Submit COMPLETE Certificate(s) of Insurance

BID Form Solid Waste Form

List of Experience

Successful bidder must have at least five (5) years' operating experience and have, currently or in the past, at least three (3) contracts with a minimum of 5,000 residential service units. Provide information below and attach additional sheets as necessary:

1. Previous operating experience in Florida with a Governmental entity:

2. Contracts for up to 5 recent comparable service contracts:

3. List at least three contracts, EACH MUST BE A CONTRACT WITH A MINIMUM 5,000 RESIDENTIAL service units:

BID Form
Solid Waste Contract

List of Observed Holidays

List all observed holidays below:

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____

BID Form Solid Waste Contract

Personnel List

- a. Attach a list of names, addresses and phone numbers of personnel who will manage and supervise service under this contract. Describe their background and experience.

1. Managers Number_____

List managers experience and qualifications (attach additional sheets as necessary):

2. Superintendent/Supervisor Number_____

3. Foremen Number_____

4. Drivers Number_____

5. Collectors Number_____

6. Mechanics Number_____

7. Container Maintenance Personnel Number_____

8. Office Staff Number_____

9. Other Staff Number_____

Total Number:_____

BID Form

Solid Waste Contract

Reference List

1. Bidder has the following expertise in municipal residential and commercial solid waste and recycling collection/disposal. Include the following information and attach additional sheets as necessary:

- Name of Business / Organization
- Contact Name and Phone Number
- Location Address
- Type of Business / Organization
- Number of Years

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

CITY OF PORT ORANGE



LIST OF EXHIBITS

- 1** Bid sheet: Base proposal, Alternate 1 proposal, Alternate 2 proposal
- 2** Public entity crime form
- 3** Anti-collusion statement form
- 4** Drug free / tie preference statement
- 5** Authorization for release of information
- A** Commercial Dumpster List
- B** Curbside Recycle Tonnage
- C** Residential Handicap Pickup List
- D** Current Bidder's Pricing
- E** Compactor Summary
- F** Multi-Family Recycling Collection List
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- I** Bidder's Operational Plan
- J** Garbage and Yard Waste Collection Tonnage Figures for 2010
- K** Current Bidder's Disaster Preparedness Plan
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- N** Monthly Pay Request
- O** Fuel Surcharge Diesel Price

EXHIBIT 1

Bid Sheet: Base Proposal

Alternate 1 proposal

Alternate 2 proposal

Bid Sheet: Base Proposal

City Bills Customer; City Pays Disposal Fee; Residents Provide Container

2x1x1 Residential Customers	Contract Term	Renewal Term	Monthly Collection Cost	Monthly Fuel Cost	Monthly Recycling Cost	Total Monthly cost
Active Residential Count 22,601	5 Years	5 Years				
Residents Provide Container	7 Years	3 Years				
	10 Years	0 Years				

City Bills Customer; City Pays Disposal Fee; Customer (Business) Provides Container

2x1x1 Commercial Hand Pick-Up	Contract Term	Renewal Term	Monthly Collection Cost	Monthly Fuel Cost	Total Monthly Cost
Active Business Count 347	5 Years	5 Years			
Customer Provides Container-Up to (5) 32 gall. Containers Per Collection	7 Years	3 Years			
	10 Years	0 Years			

City Bills Customer; City Pays Disposal Fee; Bidder Provides Container

Dumpster Collection	Contract Term	Renewal Term	Collection Cubic Yd. Cost	Fuel Cubic Yd. Cost	Total Cubic Yd Cost
Current Dumpster Count 479	5 Years	5 Years			
Bidder Provides Containers; 2,4,6,8 Yd. Containers Collected up to 7 days Per Week	7 Years	3 Years			
	10 Years	0 Years			

Flat Rate Cubic Yard Charge	Contract Term	Renewal Term	Collection Cubic Yd. Cost	Fuel Cubic Yd. Cost	Total Cubic Yd. Cost
	5 Years	5 Years			
	7 Years	3 Years			
	10 Years	0 Years			

Bidder Bills Customer; Bidder Pays Disposal Fee

Garbage Compactor Collection	Contract Term	Renewal Term	Collection Cubic Yd. Cost	Fuel Cubic Yd. Cost	Total Cubic Yd. Cost
Current Compactors In Place 27	5 Years	5 Years			
City sets Collection Rate; Bidder adds Disposal Charge	7 Years	3 Years			
	10 Years	0 Years			

Bid Sheet: Alternate 1 Proposal

City Bills Customer; City Pays Disposal Fee; Resident Provides Container

1x1x1 Residential Customers	Contract Term	Renewal Term	Monthly Collection Cost	Monthly Fuel Cost	Monthly Recycling Cost	Total Monthly cost
Active Residential Count 22,601	5 Years	5 Years				
Residents Provide Container	7 Years	3 Years				
	10 Years	0 Years				

City Bills Customer; City Pays Disposal Fee; Customer (Business) Provides Container

1x1x1 Commercial Hand Pick-Up	Contract Term	Renewal Term	Monthly Collection Cost	Monthly Fuel Cost	Total Monthly Cost
Active Business Count 347	5 Years	5 Years			
Customer Provides Container-Up to (5) 32 gall. Containers Per Collection	7 Years	3 Years			
	10 Years	0 Years			

City Bills Customer; City Pays Disposal Fee; Bidder Provides Container

Dumpster Collection	Contract Term	Renewal Term	Collection Cubic Yd. Cost	Fuel Cubic Yd. Cost	Total Cubic Yd Cost
Current Dumpster Count 479	5 Years	5 Years			
Bidder Provides Containers; 2,4,6,8 Yd. Containers Collected up to 7 days Per Week	7 Years	3 Years			
	10 Years	0 Years			

Flat Rate Cubic Yard Charge	Contract Term	Renewal Term	Collection Cubic Yd. Cost	Fuel Cubic Yd. Cost	Total Cubic Yd. Cost
	5 Years	5 Years			
	7 Years	3 Years			
	10 Years	0 Years			

Bidder Bills Customer; Bidder Pays Disposal Fee

Garbage Compactor Collection	Contract Term	Renewal Term	Collection Cubic Yd. Cost	Fuel Cubic Yd. Cost	Total Cubic Yd. Cost
Current Compactors In Place 27	5 Years	5 Years			
City sets Collection Rate; Bidder adds Disposal Charge	7 Years	3 Years			
	10 Years	0 Years			

Bid Sheet: Alternate 2 Proposal

City Bills Customer; City Pays Disposal Fee; Bidder Provides 64 Gallon Tote

1x1x1 Residential Customers	Contract Term	Renewal Term	Monthly Collection Cost	Monthly Fuel Cost	Monthly Recycling Cost	Total Monthly cost
Active Residential Count 22,601	5 Years	5 Years				
Bidder Provides 64 Gallon	7 Years	3 Years				
Tote	10 Years	0 Years				

City Bills Customer; City Pays Disposal Fee; Bidder Provides 64 Gallon Tote

1x1x1 Commercial Hand Pick-Up	Contract Term	Renewal Term	Monthly Collection Cost	Monthly Fuel Cost	Total Monthly Cost
Active Business Count 347	5 Years	5 Years			
Bidder Provides 64 Gallon	7 Years	3 Years			
Tote	10 Years	0 Years			

City Bills Customer; City Pays Disposal Fee; Bidder Provides Container(Dumpster)

Dumpster Collection	Contract Term	Renewal Term	Collection Cubic Yd. Cost	Fuel Cubic Yd. Cost	Total Cubic Yd Cost
Current Dumpster Count 479	5 Years	5 Years			
Bidder Provides Containers; 2,4,6,8 Yd. Containers Collected up to 7 days Per Week	7 Years	3 Years			
	10 Years	0 Years			

Flat Rate Cubic Yard Charge	Contract Term	Renewal Term	Collection Cubic Yd. Cost	Fuel Cubic Yd. Cost	Total Cubic Yd. Cost
	5 Years	5 Years			
	7 Years	3 Years			
	10 Years	0 Years			

Bidder Bills Customer; Bidder Pays Disposal Fee

Garbage Compactor Collection	Contract Term	Renewal Term	Collection Cubic Yd. Cost	Fuel Cubic Yd. Cost	Total Cubic Yd. Cost
Current Compactors In Place 27	5 Years	5 Years			
City sets Collection Rate;	7 Years	3 Years			
Bidder adds Disposal Charge	10 Years	0 Years			

EXHIBIT 2

Public Entity Crime Form

PUBLIC ENTITY CRIME FORM

Any person or affiliate who has been placed on the convicted vendor list following a conviction to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor supplier, subcontractor or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

_____ Authorized Agent or Official for _____ by signing below hereby certifies that neither he/she nor the firm of _____ is or has been placed on the convicted vendor list, now or within the period of thirty-six (36) months.

Signed By: _____

President/Authorized Agent or Official

Witnessed By: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by _____, President, Authorized Agent or

Official of _____ a Florida Company, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Notary Public, State of Florida

Commission No. _____

EXHIBIT 3

Anti-Collusion Statement Form

ANTI-COLLUSION STATEMENT BID FORM:

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

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

IT IS AGREED BY THE UNDERSIGNED BIDDER THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE BIDDERS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE BIDDERS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: _____

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

PRINTED SIGNATURE: _____

TITLE: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE: _____ FAX: _____

COMPLETION TIME: _____

F.E.I.N. UMBER: _____

NO bid may be withdrawn for a period of sixty- (60) days subsequent to the submittal of the bids, without the consent of the City of Port Orange.

NO BID (REASON): _____

EXHIBIT 4

Drug Free / Tie Preference Form

DRUG FREE/TIE PREFERENCE STATEMENT

In the event of a tie bid a preference is given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special conditions are as follow:

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

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

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

BIDDER'S SIGNATURE

EXHIBIT 5

Authorization for Release of Information



CITY OF PORT ORANGE

Authorization for Release of Information

I, _____, do hereby authorize a review of and full disclosure of all records concerning myself to any duly authorized agent of the City of Port Orange, Florida, whether said records are of a public, private or confidential nature.

The intent of this authorization is to give my consent for full and complete disclosure of a criminal background check, financial or credit institution, including records of loans, the records of commercial or other financial statements and records wherever filed.

I understand that any information obtained by a personal history background investigation which is developed directly or indirectly, in whole or in part, upon this release authorization will be considered in determining my suitability as a contractor for the City of Port Orange. I understand that the State of Florida has a broad public records law and that some, or all of the information obtained may be subject to a public records request. I also certify that any person(s) who may furnish such information concerning me shall not be held accountable for giving this information, and I do hereby release said person(s) from any and all liability which may be incurred as a result of furnishing such information.

I release the City of Port Orange and/or its agents and any person or entity, which provides information pursuant to this authorization from any and all liabilities, claims or law suits in regard to the information obtained from any and all of the above referenced sources used.

The following is my true and legal name and all information is true and correct to the best of my knowledge.

A photocopy of this Release Form will be valid as an original thereof, even though the said photocopy does not contain an original writing of my signature.

Full Printed Name

Other Name

Present Address

City, State, Zip

How Long?

Driver License Number

State Issued

Social Security Number

Date of Birth

Signature

Date

EXHIBITS A-O

- A** Commercial Dumpster List
- B** Curbside Recycle Tonnage
- C** Residential Handicap Pickup List
- D** Current Bidder's Pricing
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Exhibit A

Commercial Front Load Container Listing FEB 2011

BUSINESS	2nd party billing	Recycler		STREET #	ZIP	SIZE	# PLUPS	M	T	W	TH	F	SA	DAY P/U	RATE	ACCT #
1 WHISPERING WOODS CONDO ASSOC		Veolia 6 toters	Onyx	830 AIRPORT RD.	32124	6	3	X	X				X	M W S	\$595.60	105437-32705
2 WHISPERING WOODS CONDO ASSOC		Veolia 6 toters		830 AIRPORT RD.	32124	6	3	X	X				X	M W S	\$595.60	105437-32705
3 WHISPERING WOODS CONDO ASSOC		Veolia 6 toters		830 AIRPORT RD.	32124	6	3	X	X				X	M W S	\$595.60	105437-32705
4 WHISPERING WOODS CONDO ASSOC		Veolia 6 toters		830 AIRPORT RD.	32124	6	3	X	X				X	M W S	\$595.60	105437-32705
5 AIRPORT ROAD PARK		none always commingled	Wheels	8751 AIRPORT RD.	32124	*2	3	X	X				X	M W S	CITY	CITY
6 AMERICAN NURSERY LABEL		WMI 4 yd	Onyx	919 ALEXANDER AV.	32119	4	1				X			TH	\$132.40	24125-914
7 AMERICAN NURSERY LABEL		WMI 4 yd	Onyx	919 ALEXANDER AV.	32119	4	1				X			TH	\$132.40	24125-914
8 McDUGALL WAREHOUSE (COLLISION STATION)			Onyx	931 ALEXANDER AV.	#9	32119	2	1				X		TH	\$66.25	24511-916
9 FLAIR SERVICE CO. INC.		WMI 4 yd	Onyx	935 ALEXANDER AV.	32119	6	2	X			X			M TH	\$397.10	24689-917
10 STANLEY STEAMER			ONYX	939 ALEXANDER AV.	32119	2	1				X			TH	\$66.25	108075-21284
11 JJ 21 LLC				945 ALEXANDER AV.	32119	6	1				X			TH	\$198.55	137015-920
12 ROBBS K-BEAR		WMI 2 yd		947 ALEXANDER AV.	32119	6	1				X			TH	\$198.55	123469-921
13 PERKINS ELECTRIC(Eugene Heldreth) (ATLAS DEWATERING)		Veolia Bin	Onyx	969 ALEXANDER AV.	32119	4	1				X			TH	\$132.40	117217-29351
14 KRUEGER (COMPLETE PROPERTY SERVICE)		WMI 2 toters		5895 Azalea St.	32119	4	1				X			W	\$132.40	122647-26284
15 GOLF TRUST STORAGE (CYPRESS HEAD STORAGE)		YARD WASTE ONLY MAINT BARN	Onyx	6260 BELTLINE	32119	*6	1			X				W	CITY	55115-26457
16 CANALVIEW APTS.		NONE ALWAYS COMMINGLED	Onyx	980 CANALVIEW BLVD.	32119	8	3	X	X	X	X			M W F	88 @ \$22.05	IND CUST ACCTS
17 CANALVIEW APTS.		NONE ALWAYS COMMINGLED	Onyx	980 CANALVIEW BLVD.	32119	8	3	X	X	X	X			M W F	see above	IND CUST ACCTS
18 CANALVIEW APTS.		NONE ALWAYS COMMINGLED	Onyx	980 CANALVIEW BLVD.	32119	6	3	X	X	X	X			M W F	see above	IND CUST ACCTS
19 SUGARMILL APARTMENTS		VEOLIA TOTERS (6)		3635 CARAMEL	32119	COMPACTOR									N/A	ONYX BILLS
20 OCEANSIDE CONDO		VEOLIA TOTERS (2)	Onyx	3620 CARDINAL BLVD.	32119	2	2	X		X				M TH	\$132.40	35553-23740
21 FIRE STATION 2		VEOLIA TOTERS (2)	wheels	6071 CENTRAL PARK BLVD	32119	*4	1	X						M	CITY	
22 CARLTON HEATING AND AIR		WASTE PRO 4 YD		416 CHARLES ST	32119	4	1			X				W	\$132.40	13759-911
23 CITY OF P.O. FIRE STATION #3		VEOLIA 2 TOTERS	Onyx	1090 CITY CENTER BLVD.	32119	*4	1		X					T	CITY	28015-3376
24 CITY OF P.O. CITY HALL		VEOLIA 4 YARD	wheels	1000 CITY CENTER CIR.	32119	*4	6	X	X	X	X	X		M T W TH F S	CITY	26411-3381
25 CITY OF P.O. AMPLITHEATER				1999 CITY CENTER CIR.	32119	*4	2	X		X				M TH	CITY	295-35161
26 CITY OF P.O. GYM		VEOLIA TOTER	Onyx	4655 CITY CENTER CIR.	32119	*4	3	X	X	X	X			M W F	CITY	45047-25039
27 THOMPSON PUMP				4620 CITY CENTER DR.	32119	8	3	X	X	X	X			M W F	\$794.15	44633-24979
28 PORT ORANGE BALLFIELDS		NONE COMMINGLED		4625 CITY CENTER DR.	32119	*4	3	X	X	X	X			M W F	CITY	
29 YMCA		VEOLIA TOTERS (2)	Onyx	4701 CITY CENTER PARKWAY	32119	*8	3	X	X	X	X			M W F	CITY	45297-25086
30 PALMER COLLEGE		WMI 8 YARD		4777 CITY CENTER PARKWAY	32119	8	2		X		X			T F	\$529.40	103050-33343
31 PALMER COLLEGE		WMI 8 YARD		4777 CITY CENTER PARKWAY	32119	8	2		X		X			T F	\$529.40	103050-33343
32 REUNION BANK				3615 CLYDE MORRIS BLVD.	32119	2	1			X				TH	\$66.25	134129-37653
33 MARS INVESTMENTS (PORT ORANGE SURGERY CENTER)		WASTE PRO 8 YD		3635 CLYDE MORRIS BLVD.	32119	8	2	X		X				M TH	9 @ \$37.85	107243-33239
34 TOWN HOMES NORTH (3520 Forest Branch Rd)		VEOLIA BIN	Onyx	3640 CLYDE MORRIS BLVD.	32119	6	3	X	X	X	X			M TH S	78 @ \$22.05	IND CUST ACCTS
35 TOWN HOMES NORTH (3520 Forest Branch Rd)		VEOLIA BIN	Onyx	3640 CLYDE MORRIS BLVD.	32119	6	3	X		X	X			M TH S	see above	IND CUST ACCTS
36 TOWN HOMES NORTH (3520 Forest Branch Rd)		VEOLIA BIN	Onyx	3640 CLYDE MORRIS BLVD.	32119	8	3	X		X	X			M TH S	see above	IND CUST ACCTS
37 CRYSTAL LAKE CONDO				3641 CLYDE MORRIS BLVD.	BLDG 4	32119	4	1	X					M	\$132.40	142605-37676
38 COVENANT UNITED METHODIST			Onyx	3701 CLYDE MORRIS BLVD.	32119	4	1				X			TH	\$132.40	39145-1902
39 DOLLAR GENERAL				3741 CLYDE MORRIS BLVD.	32119	4	1				X			TH	\$132.40	143479-37410
40 Shoppes at Southwind LLC				3751 CLYDE MORRIS BLVD.	32119	4	2	X		X				M TH	\$264.75	135229-37718
41 CVS PHARMACY		recycle compactor waste pro	30 yd compactor	3771 CLYDE MORRIS BLVD.	32119	COMPACTOR									N/A	ONYX BILLS
42 CVS PHARMACY		C-BOARD COMPACTOR	COMPACTOR	3771 CLYDE MORRIS BLVD.	32119	8	2	X		X				M TH	\$529.40	115723-35242
43 GROVES, APARTMENTS/ UNITED DOM. REALTY TRUST		VEOLIA TOTERS 6	30 YARD COMPACTOR	3780 CLYDE MORRIS BLVD.	32119	COMPACTOR									N/A	ONYX BILLS
44 McDONALDS (EDDY FOODS) FAIR HAVEN FOOD		WMI 8 YD	Onyx	3802 CLYDE MORRIS BLVD.	32119	6	3		X	X	X	X		T TH S	\$595.60	91095-29131
45 FOOD LION 1329		CARDBOARD BAILER	Onyx	3826 CLYDE MORRIS BLVD.	32119	8	3		X	X	X	X		T TH S	\$794.15	70229-28130
46 FOOD LION 1329		CARDBOARD BAILER	Onyx	3826 CLYDE MORRIS BLVD.	32119	8	3		X	X	X	X		T TH S	\$794.15	70229-28130
47 INDUSTRIAL CORPORATION			Onyx	3830 CLYDE MORRIS BLVD.	32119	6	2		X		X			T S	9 @ \$37.85	68003-28241
48 RAVENWOOD CENTER(FRED MCKAIG)		VEOLIA BIN	LOCKBAR	4536 CLYDE MORRIS BLVD.	32119	2	1			X	X			TH	\$66.25	91307-2217
49 POPD		VEOLIA TOTERS (2)		4545 CLYDE MORRIS BLVD.	32119	*8	3		X	X	X	X		T TH S	CITY	
50 J. KIM PERIODONTICS				4570 CLYDE MORRIS BLVD.	32119	2	1				X			TH	\$66.25	87213-2223
51 BANDCASTLE LEARNING		VEOLIA BIN (PILOT)	Onyx	4590 CLYDE MORRIS BLVD.	32119	4	1				X			TH	\$132.40	44637-14304
52 DAYTONA BEACH CAMPGROUND LEASE CO				4601 CLYDE MORRIS BLVD.	32119	8	2	X		X				M TH	\$529.40	132011-24963
53 PRICE RITE AUTO PARTS. CO. (RAVENWOOD SQUARE)		WMI 4 YD	Onyx	4606 CLYDE MORRIS BLVD.	32119	8	2	X		X				M TH	\$397.10	58635-14163
54 PRICE RITE AUTO PARTS. CO. (RAVENWOOD SQUARE)		WMI 4 YD	Onyx	4606 CLYDE MORRIS BLVD.	32119	8	2	X		X				M TH	\$529.40	58635-14163
55 JIFFY FOOD STORE #81 (KANGAROO EXPRESS)			Onyx	4624 CLYDE MORRIS BLVD.	32119	4	2	X		X				M TH	\$264.75	44851-24983
56 SOUTHEAST PLAZA (William L. Whitlock)		LESS THAN 20% DEMINIMUS	Onyx	4628 CLYDE MORRIS BLVD.	32119	2	1			X				TH	\$66.25	44861-14127
57 RITTERS FROZEN CUSTARD		VEOLIA 2 yd	Onyx	4629 CLYDE MORRIS BLVD.	32119	2	2	X		X				M TH	\$132.40	84827-31031
58 CWA			LOCKBAR	4638 CLYDE MORRIS BLVD.	32119	2	1				X			TH	\$66.25	44913-3359
59 GULFSTREAM VILLAGE CONDO ASSOC				4639 CLYDE MORRIS BLVD.	32119	4	1			X				W	\$132.40	104721-35160
60 GULFSTREAM VILLAGE CONDO ASSOC				4641 CLYDE MORRIS BLVD.	BLDG 2	32119	6	1			X			W	\$198.55	104721-35275
61 GULFSTREAM VILLAGE CONDO ASSOC				4645 CLYDE MORRIS BLVD.	BLDG 4	32119	4	1			X			W	\$132.40	104721-35240
62 ALFREDOS RESTAURANT			ONYX	4647 CLYDE MORRIS BLVD.	BLDG 5	32119	8	2		X			X	W S	\$529.40	85287-35249
63 GULFSTREAM VILLAGE CONDO ASSOC				4649 CLYDE MORRIS BLVD.	BLDG 6	32119	4	1			X			W	\$132.40	104721-35250
64 GULFSTREAM VILLAGE CONDO ASSOC				4649 CLYDE MORRIS BLVD.	BLDG 6	32119	4	2			X		X	W S	\$264.75	104721-35250
65 GULFSTREAM VILLAGE CONDO ASSOC				4649 CLYDE MORRIS BLVD.	BLDG 6	32119	4	3	X		X		X	M W S	\$397.10	104721-35250

Exhibit A

Commercial Front Load Container Listing FEB 2011

	BUSINESS	2nd party billing	Recycler		STREET #	ZIP	SIZE	# PI-UPS	M	T	W	TH	F	SA	DAY P/U	RATE	ACCT #
66	PRESBYTERIAN CHURCH		WMI 2 YD	Onyx	4662 CLYDE MORRIS BLVD.	32119	2	2	X			X			M TH	\$132.40	45143-3377
67	OUR LADY OF HOPE		WMI 8 YD	Onyx	4675 CLYDE MORRIS BLVD.	32119	8	2	X				X		M F	\$529.40	45221-25082
68	MAKARY MEDICAL CENTER		WASTE PRO 4 YD		4690 CLYDE MORRIS BLVD.	32119	2	1			X				W	\$66.25	111851-34831
69	CITY OF PORT ORANGE a green str		VEOLIA BIN	Onyx	4705 CLYDE MORRIS BLVD.	32119	*0	3		X		X		X	T TH S	CITY	203-25697
70	FLORIDIAN BANK				4720 CLYDE MORRIS BLVD.	32119	2	1				X			TH	\$66.25	125899-25100
71	SUNSHINE STATE BANK		ORLANDO WASTE PAPER 2 YD	Onyx	4777 CLYDE MORRIS BLVD.	32119	2	1				X			W	\$66.25	88059-8748
72	CORAL BAY VILLAS (WILLOW TRAIL APTS)		VEOLIA TOTERS 4	Onyx	4801 CLYDE MORRIS BLVD.	32119	6	2	X			X			M TH	\$397.10	45505-25110
73	CORAL BAY VILLAS (WILLOW TRAIL APTS)		VEOLIA TOTERS 4	Onyx	4801 CLYDE MORRIS BLVD.	32119	6	2	X			X			M TH	\$397.10	45505-25110
74	VOLUSIA MEMORIAL FUNERAL HOME		LESS THAN 20% DEMINIMUS	Onyx	4815 CLYDE MORRIS BLVD.	32119	2	1				X			W	\$66.25	65815-28323
75	SUNTRUST BANK INC UTILITY DESK			Onyx	4900 CLYDE MORRIS BLVD.	32119	2	1					X		F	\$66.25	45639-8772
76	DR DAVID LOWE, DENTIST		WMI 4 YD	Onyx	4904 CLYDE MORRIS BLVD.	32119	4	2	X			X			M TH	\$264.75	102879-8765
77	DUSTINS BBQ		WMI 8 YD	Onyx	4908 CLYDE MORRIS BLVD.	32119	8	3	X	X		X			M W F	\$794.15	45043-8758
78	Rutherford/Strickland ES Admin		2 yd Veolia		4990 CLYDE MORRIS BLVD.	32119	4	1					X		F	\$132.40	124729-36493
79	CSR PINES UNLIMITED (PAYS FOR 5100 CLYDE ALSO) PINES PLAZA		WASTE PRO 4 YD	Onyx	5000 CLYDE MORRIS BLVD.	32119	6	3	X	X	X	X			M W F	\$595.60	100675-33336
80	PENINSULA BANK (5000 Clyde pays bill) (FIFTH THIRD BANK)			Onyx	5100 CLYDE MORRIS BLVD.	32119	6	3	X	X	X	X			M W F	\$595.60	100675-33336
81	TOTAL TIRE INC				5120 CLYDE MORRIS BLVD.	32119	4	1					X		F	\$132.40	138223-35342
82	GEO. NOUR (JIFFY)		ORLANDO WASTE PAPER 6 YD	Onyx	201 COMMONWEALTH BLVD.	32119	4	1			X				W	\$132.40	9007-19229
83	YASMINE INDUSTRIAL PARK (SHADE AND LIGHT)				585 COMMONWEALTH BLVD.	32119	2	1					X		F	\$66.25	130863-36206
84	A & A WRECKER		less than 20% deminus		830 COMMONWEALTH BLVD.	32127	2	2		X		X			T F	\$132.40	16163-34051
85	G&M AUTOMOTIVE (Robert G. Carson)			Onyx	830 COMMONWEALTH BLVD.	32127	4	1		X					T	\$132.40	22149-14375
86	CITY OF PORT ORANGE BALLFIELD				5200 CORACI BLVD.	32124	*6	1			X				W	CITY	
87	CRANE LAKES GOLF COURSE		WMI 2 YD	Onyx	1700 CRANE LAKE BLVD	32124	8	1					X		F	\$264.75	80345-30460
88	CRANE LAKES CLUBHOUSE		VEOLIA 2 YD		1650 CRANE LAKE BLVD												
89	COLEMAN BUILDERS				4170 DAIRY CT.	32127	2	1					X		F	\$66.25	118541-30159
90	AL KEEFER (L&S LIGHTING)		LESS THAN 20% DEMINIMUS	Onyx	4186 DAIRY CT.	32127	6	1		X					T	\$198.55	42987-24706
91	DAIRY COURT CONDO			Onyx	4187 DAIRY CT.	32127	4	1		X					T	\$132.40	42981-14164
92	COAST PARKING AREA MAINT				4186 DAIRY CT.	32127	4	1		X					T	\$132.40	57395-14064
93	CITY ELECTRIC/YORKRIDGE PROPERTIES			Onyx	4190 DAIRY CT.	32127	4	1		X					T	\$132.40	140783-24711
94	BRANCH PROPERTY GROUP			Onyx	4191 DAIRY CT.	32127	6	1		X					T	\$198.55	131669-14072
95	CITY OF PORT ORANGE PARK				6060 DEER FEED TRL.	32127	*4	2			X			X	W S	CITY	123-12201
96	CITY OF P.O. CAUSEWAY PARK		NONE ALWAYS COMMINGLED	Onyx	50 DUNLAWTON AV.	32127	*6	6	X	X	X	X	X	X	M T W TH F S	CITY	2533-17944
97	SINBADS (THE DECK DOWN UNDER)		WMI 6 YD	Onyx	78 DUNLAWTON AV.	32127	8	3	X	X	X	X			M W S	\$794.15	91017-330
98	SINBADS (THE DECK DOWN UNDER)		WMI 6 YD	Onyx	78 DUNLAWTON AV.	32127	8	3	X	X	X	X			M W S	\$794.15	91017-330
99	SEA BIRD ISLAND YARD WASTE CAN		YARD WASTE ONLY	Onyx	90 DUNLAWTON AV.	32127	*6	1	X						M	CITY	11573-15846
100	SEA BIRD ISLAND (R.N. Davis)		ORLANDO WASTE PAPER/Veolia Bins	Onyx	90 DUNLAWTON AV.	32127	4	2		X		X			T F	\$264.75	11573-15846
101	SEA BIRD ISLAND (R.N. Davis)		ORLANDO WASTE PAPER/Veolia Bins	Onyx	90 DUNLAWTON AV.	32127	8	2		X		X			T F	\$529.40	11573-15846
102	T Eleven (Southland Corp)		WMI 8 YD	Onyx	209 DUNLAWTON AV.	32119	6	2		X		X			T F	\$397.10	87615-31046
103	WESTBRIDGE PLAZA		WMI 4 YD	Onyx	209 DUNLAWTON AV.	32119	6	2		X		X			T F	\$397.10	9421-19302
104	UNITED METHODIST CHURCH		VEOLIA YARD WASTE	Onyx	305 DUNLAWTON AV.	32119	4	1					X		F	\$132.40	11745-676
105	KINGS SEAFOOD (Port Orange Marina)		WMI 6 YD	Onyx	512 DUNLAWTON AV.	32127	2	1	X						M	\$66.25	15215-20388
106	OYSTER DECK (DU'S DECK INC)			Onyx	512 DUNLAWTON AV.	32127	6	3	X			X		X	M TH S	\$595.60	91265-20387
107	RUE & ZIFFA ATTNYS		WMI TOTERS	Onyx	632 DUNLAWTON AV.	32127	6	1		X					T	\$198.55	16877-20527
108	DR CHOPRA			Onyx	633 DUNLAWTON AV.	32127	2	1						X	S	\$66.25	16895-1198
109	U.S. POSTAL SERVICE		JACKSONVILLE CORPORATE	Onyx	725 DUNLAWTON AV.	32119	4	3	X	X	X	X			M W F	\$397.10	19137-14264
110	SUN GLOW CONST				731 DUNLAWTON AV.	32119	4	1		X					T	\$132.40	40577-13360
111	ARMAN PROF. CENTER CONDO ASSOC				733 DUNLAWTON AV.	32119	4	1		X					T	\$132.40	98849-33219
112	FLORIDA HEALTH CARE		WASTE PRO 4 YD		740 DUNLAWTON AV.	32119	6	3	X	X		X			M W F	\$595.60	65693-33172
113	SHARE CLIFFORD MD		WMI TOTERS (1)	Onyx	741 DUNLAWTON AV.	32119	2	1		X					T	\$66.25	19703-15611
114	PORT ORANGE MEDICAL AND PROF. ASSOC				780 DUNLAWTON AV.	32119	4	1			X				W	\$132.40	138121-32498
115	PORT ORANGE MEDICAL CENTER		WMI 4 YD	Onyx	790 DUNLAWTON AV.	32119	8	2		X		X			W S	\$529.40	93277-32499
116	PORT ORANGE PROFESSIONAL				802 DUNLAWTON AV.	32119	2	2		X		X		X	W S	\$132.40	127181-4999
117	WATSON REALTY (William Watson Jr)		ORLANDO WASTE PAPER 4 YD	Onyx	808 DUNLAWTON AV.	32127	2	1					X		S	\$66.25	21173-20888
118	PRESTIGE EXECUTIVE CENTER/PARK CONDO			Onyx	823 DUNLAWTON AV.	32127	2	1		X					T	\$66.25	109381-30230
119	ADVANCED CARDIOLOGY (ELKSAR)		WASTE PRO 2 YD	Onyx	840 DUNLAWTON AV.	32127	2	2		X		X			W S	\$132.40	63879-30888
120	PRESTIGE REALTY				851 DUNLAWTON AV.	32127	4	1		X					T	\$132.40	85257-30217
121	ATLANTIC COAST UROLOGY				870 DUNLAWTON AV.	32127	2	1			X				W	\$66.25	133069-36442
122	TIRE KINGDOM STORE #151		ORLANDO WASTE PAPER 4 YD	Onyx	899 DUNLAWTON AV.	32119	4	1					X		F	\$132.40	64597-28314
123	FLA RESTAURANT (WENDY'S)		WMI 8 YD	Onyx	900 DUNLAWTON AV.	32127	6	3	X	X		X		X	M W S	\$595.60	81273-29183
124	SPLASH CAR WASH (DUNLAWTON INV DBA)			Onyx	901 DUNLAWTON AV.	32119	4	1					X		F	\$132.40	131501-28336
125	CVS PHARMACY		compactor 6 YD VEOLIA		1001 DUNLAWTON AV.	32119	6	1					X		TH	\$198.55	115723-4675
126	JOY LUCK REST. (LING MING SHENG)		WMI 4 YD	Onyx	1031 DUNLAWTON AV.	32119	6	3	X			X		X	M TH S	\$595.60	95367-21576

Exhibit A

Commercial Front Load Container Listing FEB
2011

	BUSINESS	2nd party billing	Recycler		STREET #	ZIP	SIZE	# PI-UPS	M	T	W	TH	F	SA	DAY P/U	RATE	ACCT #
127	KENTUCKY FRIED CHICKEN		WMI 4 YD	Onyx	1035 DUNLAWTON AV.	32119	4	3		X		X			T TH S	\$397.10	27239-4677
128	BOSTON MARKET (R&A Feed Service 734)		ORLANDO WASTE 8 YD	Onyx	1037 DUNLAWTON AV.	32119	8	2		X			X		T S	\$529.40	65499-27607
129	HALIFAX HOSPITAL MANAGEMENT SYSTEMS		PROGRESSIVE DOCUMENT		1041 DUNLAWTON AV.	32119	COMPACTOR									N/A	78771-17061
130	SUN TRUST BANK			Onyx	1050 DUNLAWTON AV.	32127	2	1						X	S	\$66.25	99659-14083
131	STONEWOOD		WASTE PRO 6 YD		1078 DUNLAWTON AV.	32127	8	3	X			X			M TH S	\$794.15	108005-29983
132	COQUINA BANK		VEOLIA BIN		1080 DUNLAWTON AV.	32127	2	1				X			TH	\$66.25	88769-4224
133	ADAMS CAMERON		VEOLIA BIN		1100 DUNLAWTON AV.	32127	2	1				X			TH	\$66.25	106673-35032
134	CHLUS (Briker FL Inc)		WASTE PRO 8 YD	Onyx	1148 DUNLAWTON AV.	32127	8	3	X		X	X			M TH S	\$794.15	73499-29962
135	KEM ASSOCIATES		VEOLIA 2 YD		1175 DUNLAWTON AV.	32127	4	1			X				W	\$132.40	135807-37779
136	KEM ASSOC (PORT ORANGE IMAGING CENTER)		VEOLIA 6 YD		1195 DUNLAWTON AV.	32127	6	3	X	X	X	X			M W F	\$595.60	114569-4435
137	ABC LIQUOR				1198 DUNLAWTON AV.	32127	4	1						X	S	\$132.40	134075-14193
138	PRUDENTIAL PROPERTY MGMT/LOHMANS FUNDERAL HOME		WMI 2 YD	Onyx	1211 DUNLAWTON AV.	32119	4	3	X	X	X	X			M W F	\$397.10	12021-30790
139	CASUAL RESTAURANT CONCEPTS (APPLEBEES)		ORLANDO WASTE PAPER 8 YD	Onyx	1300 DUNLAWTON AV.	32127	8	4	X	X	X	X	S		M W F S	\$1,058.85	133879-29260
140	VICTORIAN APTS. (Axon Ent)		VEOLIA TOTERS (4)	Onyx	1394 DUNLAWTON AV.	32127	4	3	X	X	X	X			M W F	\$397.10	33309-22495
141	VICTORIAN APTS. (Axon Ent)		VEOLIA TOTERS (4)	Onyx	1394 DUNLAWTON AV.	32127	4	3	X	X	X	X			M W F	\$397.10	33309-22495
142	VICTORIAN APTS. (Axon Ent)		VEOLIA TOTERS (4)	Onyx	1394 DUNLAWTON AV.	32127	6	3	X	X	X	X			M W F	\$595.60	33309-22495
143	VICTORIAN APTS. (Axon Ent)		VEOLIA TOTERS (4)	Onyx	1394 DUNLAWTON AV.	32127	6	3	X	X	X	X			M W F	\$595.60	33309-22495
144	VICTORIAN APTS. (Axon Ent)		VEOLIA TOTERS (4)	Onyx	1394 DUNLAWTON AV.	32127	8	3	X	X	X	X			M W F	\$794.15	33309-22495
145	VICTORIAN APTS. (Axon Ent)		VEOLIA TOTERS (4)	Onyx	1394 DUNLAWTON AV.	32127	8	3	X	X	X	X			M W F	\$794.15	33309-22495
146	CITY OF P.O. POLICE DEPT.		VEOLIA TOTER	Onyx	1395 DUNLAWTON AV.	32119	*4	3	X	X	X	X			M W F	CITY	33327-22500
147	EMBASSY EXECUTIVE CENTER		WMI 4 YD	Onyx	1396 DUNLAWTON AV.	32127	4	1					X		F	\$132.40	33335-22502
148	S. FL Bar B Due of Port Orange				1515 DUNLAWTON AV.	32127	8	3	X	X	X	X			M W F	\$794.15	144567-33244
149	HOME DEPOT		CARDBOARD BAILER		1551 DUNLAWTON AV.	32127	COMPACTOR									N/A	ONYX BILL5
150	WALMART		CARDBOARD BAILER		1590 DUNLAWTON AV.	32127	COMPACTOR									N/A	ONYX BILL5
151	WALMART		CARDBOARD BAILER		1590 DUNLAWTON AV.	32127	COMPACTOR									N/A	ONYX BILL5
152	MILLER'S HANDYWAY #4050		WMI 8 YD	Onyx	1591 DUNLAWTON AV.	32119	8	2		X				X	T S	\$529.40	34587-14143
153	PORT ORANGE DENNY'S 6926		WMI 8 YD	Onyx	1641 DUNLAWTON AV.	32119	6	3	X	X	X	X			M W F	\$595.60	101427-14575
154	OCEAN OAKS APTS.		VEOLIA TOTERS (6)	Onyx	1645 DUNLAWTON AV.	BLD. 37	32119	6	2	X		X			M TH	\$397.10	71585-22737
155	OCEAN OAKS APTS.		VEOLIA TOTERS (6)	Onyx	1645 DUNLAWTON AV.	BLD. 23	32119	6	2	X		X			M TH	\$397.10	71585-22722
156	OCEAN OAKS APTS.		VEOLIA TOTERS (6)	Onyx	1645 DUNLAWTON AV.	BLD. 24	32119	6	2	X		X			M TH	\$397.10	71585-22723
157	OCEAN OAKS APTS.		VEOLIA TOTERS (6)	Onyx	1645 DUNLAWTON AV.	BLD. 30	32119	6	2	X		X			M TH	\$397.10	71585-22730
158	OCEAN OAKS APTS.		VEOLIA TOTERS (6)	Onyx	1645 DUNLAWTON AV.	BLD. 9	32119	8	2	X	X	X			M TH	\$529.40	71585-22743
159	OCEAN OAKS APTS.		VEOLIA TOTERS (6)	Onyx	1645 DUNLAWTON AV.	BLD. 33	32119	8	2	X		X			M TH	\$529.40	71585-22733
160	OCEAN OAKS APTS.		VEOLIA TOTERS (6)	Onyx	1645 DUNLAWTON AV.	BLD. 25	32119	8	2	X		X			M TH	\$529.40	71585-22724
161	OCEAN OAKS APTS.		VEOLIA TOTERS (6)	Onyx	1645 DUNLAWTON AV.	BLD. 22	32119	8	2	X		X			M TH	\$529.40	71585-22721
162	OCEAN OAKS APTS.		VEOLIA TOTERS (6)	Onyx	1645 DUNLAWTON AV.	BLD. 14	32119	8	2	X		X			M TH	\$529.40	71585-22712
163	OCEAN OAKS APTS.		VEOLIA TOTERS (6)		1645 DUNLAWTON AV.	BLD 13	32119	8	2	X		X			M TH	\$529.40	71585-22711
164	WALGREEN INC 3884		BALER	wheels/ LOCKBAR	1650 DUNLAWTON AV.	32127	4	3	X	X	X	X			M W F	\$397.10	71499-29244
165	GBP INVESTMENTS SHOPPES AT YORKTOWNE TIJUANA FLATS		VEOLIA 6 YD 1 DAYS PER WEEK		1665 DUNLAWTON AV.	32127	6	3	X			X	X		M TH S	\$794.15	127315-30797
166	GBP INVESTMENTS LLC		VEOLIA 6D		1665 DUNLAWTON AV.	32127	4	3	X			X	X		M TH S	\$397.10	127315-30797
167	GBP INVESTMENTS LLC		VEOLIA 6D		1665 DUNLAWTON AV.	32127	4	6	X	X	X	X	X		M T W TH F S	\$794.15	127315-30797
168	SUMMERVILLE ALS AT PORT ORANGE		WMI 4 YD	Onyx	1675 DUNLAWTON AV.	32127	4	4	X	X	X	X	X		M T TH S	\$472.50	88730-30586
169	SUN COAST IMAGING/ECFOI		WMI 4 YD	Onyx	1680 DUNLAWTON AV.	32127	4	1				X			W	\$132.40	144273-31033
170	HKH FAMILY LLP			ONYX	1690 DUNLAWTON AV.	32127	4	3	X	X		X			M W F	\$397.10	104113-33886
171	BOB EVANS		WMI 8 YD		1711 DUNLAWTON AV.	32127	8	3	X	X		X	S		T TH S	\$794.15	88707-32510
172	HOLUB OFC COMPLEX (PORT ORANGE PEDIATRICS)			Onyx	1720 DUNLAWTON AV.	32127	4	1				X			F	\$132.40	81623-29688
173	HOLUB OFC COMPLEX (DUNLAWTON CENTER)				1730 DUNLAWTON AV.	32127	4	1					X		F	\$132.40	81623-31993
174	HALIFAX VET CENTER (KATHLEEN BARTOS)				1734 DUNLAWTON AV.	32127	2	2			X		X		W S	\$132.40	115793-8539
175	LOWES		CARDBOARD COMPACTOR		1751 DUNLAWTON AV.	32127	COMPACTOR									N/A	ONYX BILL5
176	CHICK FILA		WMI 8 YD		1761 DUNLAWTON AV.	32127	8	3		X		X	X		T TH S	\$794.15	105205-33334
177	SUPER TARGET		CARDBOARD BAILER		1771 DUNLAWTON AV.	32127	COMPACTOR									N/A	ONYX BILL5
178	GATEWAY CENTER PRIME EQUITIES (PANERA BREAD)		ORLANDO WASTE PAPER 8 YD		1785 DUNLAWTON AV.	32127	8	6	X	X	X	X	X	X	M T W TH F S	\$1,588.20	133305-35385
179	SUPERWASH EXPRESS		LESS THAN 20% DEMINIMUS		1791 DUNLAWTON AV.	32127	4	2			X		X		W S	\$264.75	108179-8533
180	NIRALI LLC, LA QUINTA INN & SUITES		ORLANDO WASTE 8YD		1791 # DUNLAWTON AV.	32127	2	1				X			F	\$66.25	131840-37403
181	REGAL ENT GROUP		WMI 4 YD	Onyx	1815 EAGLE LAKE TR.	32119	6	2	X		X		X		T F	\$397.10	120263-21485
182	EAGLE LAKE (Center 2004 Group) llc		VEOLIA TOTERS (6)	Onyx	1825 EAGLE LAKE TR.	32110	4	2	X	X		X			T F	\$264.75	124279-21563
183	EAGLE LAKE (Center 2004 Group) llc		VEOLIA TOTERS (6)	Onyx	1825 EAGLE LAKE TR.	32119	4	2	X	X		X			T F	\$264.75	124279-21563
184	EAGLE LAKE (Center 2004 Group) llc		VEOLIA TOTERS (6)	Onyx	1825 EAGLE LAKE TR.	32119	4	2	X	X		X			T F	\$264.75	124279-21563
185	QUENTIN HAMPTON		VEOLIA 2 YD		4401 EASTPORT PKWY	32110	2	1		X					T	\$66.25	41325-32368
186	LORE LTD. MJM SPECIALTIES		WASTE PRO 6 YD		4421 EASTPORT PKWY	32119	4	1				X			F	\$132.40	116978-32369
187	LORE LTD. MJM SPECIALTIES				4421 EASTPORT PKWY	32119	4	1					X		F	\$132.40	116978-32369
188	BILL SCHAFFER PLUMBING				4430 EASTPORT PKWY	32110	4	1		X					T	\$132.40	101595-33445
189	Rossiter Manufacturing				4461 EASTPORT PKWY	32119	4	1		X					T	\$132.40	144619-34086

Exhibit A

Commercial Front Load Container Listing FEB

	BUSINESS	2nd party billing	Recycler		STREET #	ZIP	SIZE	# PL-UPS	M	T	W	TH	F	SA	DAY P/U	RATE	ACCT #
190	WORLD WIDE EMBROIDERY		WMI 4 YD		4471 EASTPORT PKWY	32119	4	1					X		F	\$132.40	116929-34088
191	TIME MED LABELING		WASTE PRO COMPACTOR		4460 EASTPORT PKWY	32119	2	1					X		F	\$66.25	132673-37517
192	HARBOR OAKS EDERLY HOME (Arconia)		VEOLIA BIN	wheels	158 FARMBROOK RD.	32127	4	2		X				X	T S	\$264.75	7919-10019
193	LEGACY AT CRYSTAL LAKES (SSW & BUSH)		VEOLIA 4 TOTERS	30 YARD COMPACTOR	1200 FLORAL SPRINGS BLVD											N/A	DNXX BILLS
194	COLLISION AND CUSTOM LLC				701 GLADES CT	32127	8	1		X					T	\$264.75	133993-20594
195	Sunshine State Bank				711 GLADES CT	32127	6	2		X		X			T F	\$397.10	88089-6047
196	DONALD V. JOHNSTONE				720 GLADES CT	32127	2	1		X					T	\$66.25	43915-20691
197	DENDRITE ENT		WMI 8 YD		730 GLADES CT	32127	8	2		X		X			T F	\$529.40	19363-14350
198	JUDY FRANK				731 GLADES CT	32127	4	1		X					T	\$132.40	115359-8849
199	CITY OF P.O. PRE-SCHOOL		Veolia Bin		3738 HALIFAX DR.	32127	*4	2			X			X	W S	CITY	39377-23869
200	AUNT CATFISH		BAILER	wheels	4009 HALIFAX DR.	32127	2	5	X	X	X	X	X	X	M T W T F S	\$330.95	42331-593
201	AUNT CATFISH		BAILER		4009 HALIFAX DR.	32127	4	6	X	X	X	X	X	X	M T W T F S	\$794.15	42331-593
202	RIVER WEST APTS. (Mike Cianciarulo)		VEOLIA TOTERS (2)		4064 HALIFAX DR.	32127	4	2	X		X				M TH	16@ \$22.05	42777-589
203	PORT ORANGE METHODIST		SOUTHEAST RECYCLE 15 YD ROLLOFF		310 HERBERT ST.	32119	4	1			X				W	\$132.40	11089-637
204	LANCE INC. ACTUAL ADDRESS 509				505 HERBERT ST.	32119	2	1			X				W	\$66.25	15093-20362
205	HERBERT ST. BUSINESS PK				507 HERBERT ST.	32119	2	1	X	X	X	X			M W F	\$199.55	15109-1120
206	BALASSA LABORATORY INC				509 HERBERT ST.	32119	2	1			X				W	\$66.25	73277-14107
207	WIN GLASS				511 HERBERT ST.	32119	2	1			X				W	\$66.25	126669-27263
208	PORT ORANGE AIR CONDITION INC.				515 HERBERT ST.	32119	2	1			X				W	\$66.25	73421-28674
209	A-1 FRAME AND COLLISION				515 HERBERT ST.	32119	2	1			X				W	\$66.25	102963-27624
210	JAY CONNOR CAR WASH (ROBERT LOWERY)				925 HERBERT ST.	32119	6	3	X		X		X		M T H S	\$595.60	119069-12325
211	NOVA CAMPGRD. (Emerald Dev.)		LESS THAN 20% DIMINIMUS		1190 HERBERT ST.	32119	4	2	X		X				M TH	\$264.75	111331-14364
212	NOVA CAMPGRD. (Emerald Dev.)				1190 HERBERT ST.	32119	4	2	X		X				M TH	\$264.75	111331-14364
213	NOVA CAMPGRD. (Emerald Dev.)				1190 HERBERT ST.	32119	4	2	X		X				M TH	\$264.75	111331-14364
214	PLANT PEOPLE (Joseph Trainer)				1340 HERBERT ST.	32119	2	1			X				TH	\$66.25	79183-3342
215	BELL SOUTH 30734				1500 HERBERT ST.	32119	6	2		X		X			T F	\$397.10	34309-22662
216	WEST END VILLAGE CONDO ASSOC				1525 HERBERT ST.	32119	8	1			X				TH	\$264.75	121837-35159
217	GEN PROPERTIES		ORLANDO WASTE PAPER 2 YD		502-505 HERBERT ST.	32119	2	1			X				W	\$66.25	99291-532
218	RAYDON CORP				1420 HOCKNEY CT		6	5	X	X	X	X	X		M T W T H F	\$992.70	143793-38193
219	RAYDON CORP				1420 HOCKNEY CT		6	5	X	X	X	X	X		M T W T H F	\$992.70	143793-38193
220	AMEICAN LEGION POST 270		WMI 4 YD		119 HOWES ST	32127	4	2		X			X		T F	\$264.75	10047-18635
221	BILL'S TRANSMISSION (William J. Turcotte)				2664 JACKSON ST.	32119	2	1			X				TH	\$66.25	39097-14362
222	JACKSON ST MINI STORAGE				2672 JACKSON ST.	32119	4	1		X					T	\$132.40	65413-28613
223	RICHARD JOHNSON (DERRY PROPERTIES)		WMI TOTER		4244 JACKSON ST.	32119	2	1						X	S	\$66.25	119357-14652
224	EPIPHANY CATHOLIC CHURCH		SP RECYCLING ENC. ROLLOFF 15 YD		200 LAFAYETTE ST.	32127	4	2	X		X				M TH	\$264.75	8971-19221
225	EPIPHANY CATHOLIC CHURCH		SP RECYCLING ENC. ROLLOFF 15 YD		200 LAFAYETTE ST.	32127	4	2	X		X				M TH	\$264.75	9041-5084
226	MID FLORIDA HEAT & AIR (Jeff Fisher)		WMI 4 YD	wheels	5677 LANCEWOOD DR.	32127	4	2		X			X		W S	\$264.75	69183-29213
227	CHERRY HILL CUSTOM INTERIOR				601 LEMON ST.	32127	2	1		X					T	\$66.25	71497-20487
228	ATLANTIC ACOUSTIC & INSU				601 LEMON ST.	32127	2	1		X					T	\$66.25	16181-13971
229	SPRUCE CREEK CABINETRY				601 LEMON ST.	32127	8	1						X	S	\$264.75	16187-20468
230	ROGERS APTS		VEOLIA TOTERS (2)		805 LOUISVILLE ST.	32119	4	2	X		X				M TH	12@ \$22.05	SEE ACCT.
231	MAGNOLIA APTS. (FRANK B. TALBOTT)		VEOLIA BINS		311 MAGNOLIA AV.	32119	4	2	X		X				M TH	\$264.75	24727-444
232	JERRY OWENS PRODUCE				508 MONROE		2	1			X				TH	\$66.25	90419-13978
233	ARMANA MEDICAL CONDO ASSOC.		WMI TOTER		900 N. SWALLOW TAIL DR.	32119	4	1		X					T	\$132.40	106615-33283
234	LAKE SIDE APTS UNITED DOMINION (PIERPOINT APTS)		VEOLIA TOTERS (12)		1010 N. SWALLOW TAIL DR.	32119	4	3	X		X		X		M W F	\$397.10	75689-21471
235	LAKE SIDE APTS UNITED DOMINION (PIERPOINT APTS)		VEOLIA TOTERS (12)		1010 N. SWALLOW TAIL DR.	32119	4	3	X		X		X		M W F	\$397.10	75689-21471
236	LAKE SIDE APTS UNITED DOMINION (PIERPOINT APTS)		VEOLIA TOTERS (12)		1010 N. SWALLOW TAIL DR.	32119	8	3	X		X		X		M W F	\$794.15	75689-21471
237	LAKE SIDE APTS UNITED DOMINION (PIERPOINT APTS)		VEOLIA TOTERS (12)		1010 N. SWALLOW TAIL DR.	32119	8	3	X		X		X		M W F	\$794.15	75689-21471
238	LAKE SIDE APTS UNITED DOMINION (PIERPOINT APTS)		VEOLIA TOTERS (12)		1010 N. SWALLOW TAIL DR.	32119	8	3	X		X		X		M W F	\$794.15	75689-21471
239	ELMWOOD MOBILE HOME PARK (103 UNITS) PROP. LLC		12 TOTERS		3300 NOVA RD	32119	4	2		X	X		X		T F	\$264.75	131229-23500
240	ELMWOOD MOBILE HOME PARK (103 UNITS) PROP. LLC		10 TOTERS		3300 NOVA RD	32119	4	2		X	X		X		T F	\$264.75	131229-23500
241	ELMWOOD MOBILE HOME PARK (103 UNITS) PROP. LLC		10 TOTERS		3300 NOVA RD	32119	4	2		X	X		X		T F	\$264.75	131229-23500
242	ELMWOOD MOBILE HOME PARK (103 UNITS) PROP. LLC		10 TOTERS		3300 NOVA RD	32119	4	2		X	X		X		T F	\$264.75	131229-23500
243	ELMWOOD MOBILE HOME PARK (103 UNITS) PROP. LLC		10 TOTERS		3300 NOVA RD	32119	4	2		X	X		X		T F	\$264.75	131229-23500
244	ELMWOOD MOBILE HOME PARK (103 UNITS) PROP. LLC		10 TOTERS		3300 NOVA RD	32119	6	1		X					M	\$198.95	131229-23500
245	ELMWOOD MOBILE HOME PARK (103 UNITS) PROP. LLC				3300 NOVA RD	32119	4	2		X		X			T F	\$264.75	131229-23500
246	JEFF HAIDELL (ROAD SIDE TAVERN)				3400 NOVA RD	32119	4	2		X		X			T F	\$264.75	145229-23573
247	SUMNER HARDWARE				3408 NOVA RD	32119	2	1		X					T	\$66.25	36941-23678
248	FLEMING CAR WASH				3460 NOVA RD	32119	2	1		X					T	\$66.25	127057-12210
249	SULLIVAN NOVA CENTER				3506 NOVA RD	32119	4	1					X		F	\$132.40	94669-12227
250	AJADA INVESTMENT GROUP TUSCON VILLAGE SHOPPES				3510 NOVA RD	32119	2	1					X		F	\$66.25	127891-30907
251	LITTLEFIELD FURNITURE		WMI TOTER 1		3516 NOVA RD	32119	2	1					X		F	\$66.25	73593-12230
252	ORANGE ISLES CAMPGROUND/KOA		WMI 4 YD		3520 NOVA RD	32119	6	2		X		X			T F	\$529.40	71275-12231
253	ORANGE ISLES CAMPGROUND/KOA				3520 NOVA RD	32119	6	2		X		X			T F	\$529.40	71275-12231
254	BOOTH HSGT SYSTEMS INC		WMI 8 YD		3657 NOVA RD	32119	6	2	X		X		X		M F	\$397.10	25261-30137
255	BOOTH HSGT SYSTEMS INC				3657 NOVA RD	32119	6	2	X		X		X		M F	\$397.10	25261-30137
256	GIUSEPPE'S PIZZA (Carilli Inc)				3058 NOVA RD	32119	6	3	X		X		X		M W S	\$595.60	72163-23821
257	CIRCLE K				3664 NOVA RD	32119	6	3	X		X		X		T T H S	\$794.15	39101-13194
258	EARL COLVARD (BLVD TIRE)				3680 NOVA RD	32119	2	1		X					T	\$66.25	110103-23820
259	PORT ORANGE TIRE (AUTO SERVICE CENTER)		WMI 2 YD		3710 NOVA RD	32119	2	1		X					T	\$66.25	39189-23839
260	CATON INSURANCE (Richard Caton)		WMI 2 YD		3731 NOVA RD	32119	2	1		X					T	\$66.25	39343-12342

Exhibit A

Commercial Front Load Container Listing FEB

	BUSINESS	2nd party billing	Recycler		STREET #		ZIP	SIZE	# PI-UPS	M	T	W	TH	F	SA	DAY P/U	RATE	ACCT #
261	STOWAWAY STORAGE		LOCKBAR		3742 NOVA RD		32119	2	2			X			X	W S	\$132.40	39419-12360
262	COLONIAL PLAZA (Wayne Scotty)		WMI 2 YD	Onyx	3745 NOVA RD		32119	2	2			X			X	W S	2 @ \$37.85	SEE ACCT.
263	AUTO ZONE #2450			Onyx	3750 NOVA RD		32119	2	3	X		X	X			M W F	\$198.55	70121-12333
264	HUNTLEY (Muller Mini) (BEST CHOICE AUTO CARE)		WMI 4 YD	Onyx	3755 NOVA RD		32119	4	3		X	X	X		X	T H S	\$397.10	195579-14346
265	DISCOUNT AUTO PARTS (ADVANCE AUTO PARTS)			Onyx	3759 NOVA RD	wheels	32119	2	2	X				X		M F	\$132.40	39539-14655
266	PARK PLACE PLAZA (Phillips Edison Corp)		WMI 8 YD	Onyx	3761 NOVA RD		32119	4	2	X				X		M F	\$264.75	66095-14219
267	PARK PLACE PLAZA (Phillips Edison Corp)		WMI 8 YD	Onyx	3761 NOVA RD		32119	6	3	X		X		X		M W F	\$595.60	66095-14219
268	PARK PLACE PLAZA (Phillips Edison Corp)		(2) ORLANDO WASTE PAPER 8 YD	Onyx	3761 NOVA RD		32119	6	3	X		X		X		M W F	\$595.60	66095-14219
269	LA FIESTA REST (RIOS RODRIGUEZ ENT)		WASTE PRO 4 YD	Onyx	3765 NOVA RD	wheels	32119	2	6	X	X	X	X	X	X	M T W T H F S	\$397.10	163463-14398
270	PIZZA HUT STORE #630016		WMI 8 YD	Onyx	3790 NOVA RD		32119	4	2	X		X				M TH	\$264.75	40611-4785
271	ROSS STORE		VEOLIA 8 YD 1 DAYS PER WEEK		3803 NOVA RD	30 YARD COMPACTOR	32119	COMPACTOR									N/A	ONYX BILLS
272	WALGREENS		VEOLIA 4 YD COMPACTOR		3805 NOVA RD	VEOLIA 4 YD COMPACTOR	32119	COMPACTPR										
273	BARNETT BANK			Onyx	3809 NOVA RD		32119	2	2			X			X	W S	\$132.40	40767-4453
274	BURGER KING			Onyx	3811 NOVA RD		32127	6	4	X		X		X	X	M W F S	\$794.15	98140-4454
275	McDONALDS (EDDY FOODS)Fair Haven Food		WMI 8 YD	Onyx	3816 NOVA RD		32127	6	3	X		X	X	X		M T H S	\$595.60	91095-14263
276	BIG LOTS # 138 (CONSOLIDATED STORES)		LOCKBAR	Onyx	3818 NOVA RD	LOCKBAR	32127	6	2		X			X		T F	\$529.40	91369-4669
277	BEALL'S OUTLET		LOCKBAR	Onyx	3818 NOVA RD		32127	6	1					X		F	\$198.55	95781-32957
278	AARON RENTS INC		VEOLIA 8 YD 1 DAYS PER WEEK		3818 NOVA RD		32127	6	1		X					T	\$264.75	138265-32958
279	PUBLIX		CARDBOARD BAILER		3821 NOVA RD	30 YARD COMPACTOR	32119	COMPACTOR									N/A	ONYX BILLS
280	BLOCKBUSTERS				3825 NOVA RD		32127	4	1	X						M	\$132.40	143961-14720
281	PET SUPPLY PLUS				3829 NOVA RD		32127	4	1			X				TH	\$132.40	139675-14172
282	CICIS PIZZA		WMI 4 YD	Onyx	3830 NOVA RD		32127	6	2	X			X			T F	\$397.10	76979-16258
283	BOB LABIAK (VERTICAL BLINDS ETC)		LOCKBAR		3830 NOVA RD	LOCKBAR	32127	4	1					X		F	\$137.63	55689-26973
284	DOWN SOUTH PHILLY GRILL				3830 NOVA RD		32127	6	1		X					T	\$264.75	135481-24146
285	ZHANG HONG HAU (CHINA STAR)				3831 NOVA RD		32127	2	2	X		X				M TH	\$132.40	105623-4452
286	BEAUTE BIZ INC. (MAIN EVENT)			Onyx	3833 NOVA RD		32127	2	2	X		X				M TH	\$132.40	77655-14243
287	RADIO SHACK 8081			Onyx	3835 NOVA RD		32127	2	1			X				TH	\$66.25	40977-14280
288	FARMHOUSE DINER/PORT ORANGE HOLDING GROUP				3837 NOVA RD		32127	2	2	X		X				M TH	\$132.40	140251-14536+
289	COUNTRYSIDE STATION LIMITED		WMI 4 YD	Onyx	3840 NOVA RD		32127	4	2		X		X			T F	\$264.75	69785-4668
290	NOAH'S BAKERY AND DELI		VEOLIA 2 YD		3842 NOVA RD	LOCKBAR	32127	2	1		X					T	\$66.25	137669-14332
291	JERSEY MIKES SUBS		VEOLIA 2 YD		3843 NOVA RD		32127	2	2	X		X				M TH	\$132.40	143413-38490
292	ARDIE'S HALLMARK			Onyx	3847 NOVA RD		32127	2	1	X						M	\$66.25	41075-24171
293	PCS PARTNERS		LESS THAN 20% DEMINIMUS		3849 NOVA RD		32127	C-HAND PICK UP										131773-14796
294	DEBBIES HEALTH FOODS		ORLANDO WASTE PAPER 8 YD	Onyx	3850 NOVA RD		32127	6	1		X					T	\$198.55	91497-24174
295	PORT ORANGE STEAK HOUSE INC.		WMI 6 YD	Onyx	3851 NOVA RD		32127	6	2	X		X				M TH	\$397.10	76257-14567
296	ANIMAL CLINIC OF DUNLAWTON			Onyx	3855 NOVA RD		32127	2	1			X				TH	\$66.25	83197-15777
297	GMC		LOCKBAR	ONYX	3859 NOVA RD		32127	4	1			X				TH	\$132.40	78415-15772
298	DOLLER GENERAL 1474		ORLANDO WASTE PAPER 6 YD	Onyx	3861 NOVA RD		32127	2	1			X				TH	\$66.25	41185-24184
299	ADVANTAGE CO. (RENT A CENTER)		ORLANDO WASTE PAPER 6 YD	Onyx	3863 NOVA RD	LOCKBAR	32127	8	1			X				TH	\$264.75	69145-24194
300	SPACE COAST CREDIT UNION			ONYX	3863 NOVA RD		32127	2	1			X				TH	\$66.25	63203-24199
301	PORT ORANGE FLORIST			Onyx	3863 NOVA RD		32127	2	1	X						M	\$66.25	41189-24188
302	WOODY'S BAR & QUE		WMI 8 YD	Onyx	3863 NOVA RD		32127	4	2	X		X				M TH	\$264.75	41209-24193
303	SUN TRUST BANK			ONYX	3865 NOVA RD		32127	2	1			X				TH	\$66.25	41231-4464
304	GEORGE SCOTT		VEOLIA BIN	Onyx	3869 NOVA RD		32127	2	1					X		S	\$66.25	41257-14366
305	BOYE, MARRESE & LUCAS (FAMILY PRACTICE)		WMI 2 YD	Onyx	3911 NOVA RD		32127	2	1		X					T	\$66.25	41399-7032
306	SPRUCE CREEK ANIMAL CLINIC		VEOLIA BINS		3915 NOVA RD		32127	4	1					X		F	\$132.40	41417-14361
307	SLIGER & ASSOCIATES		ORLANDO WASTE PAPER 6 YD	Onyx	3921 NOVA RD		32127	2	1		X					T	\$66.25	41455-7035
308	BGS PROPERTIES LLC				3925 NOVA RD		32127	2	1		X					T	\$66.25	136335-24271
309	TITAN AMERICA		VEOLIA 2 YD		3928 NOVA RD		32127	2	1	X						M	\$66.25	124599-31610
310	284 MANHATTAN LLC		WMI TOTER	Onyx	3930 NOVA RD		32127	2	1	X						M	\$66.25	128139-7044
311	MAGDY NASHED		WMI TOTER	Onyx	3953 NOVA RD		32127	2	1		X					T	\$66.25	41685-7030
312	MARCELL MEDICAL CENTER			Onyx	3959 NOVA RD		32127	2	2		X				X	T S	5 @ \$37.85	SEE ACCT.
313	GOODWILL IND OF CENT. FL		LOCKBAR		3997 NOVA RD	LOCKBAR	32127	6	3	X	X	X		X		M W S	\$794.15	76439-7050
314	GaReo Riverwood LLC, New Plan Realty Japanese Rest		LOCKBAR		4001 NOVA RD		32127	6	3	X	X	X	X			M W F	\$595.60	76545-24463
315	DOLLAR TREE		ORLANDO WASTE PAPER 8 YD	Onyx	4015 NOVA RD		32127	4	1		X					T	\$132.40	130139-14482
316	SAND CASTLE LEARNING CENTER			Onyx	4010 NOVA RD		32127	4	1	X						M	\$132.40	85069-14190
317	MARKET MASTERS STORE 125 STRIP MALL				4016 NOVA RD		32127	4	1			X				W	8 @ \$37.85	SEE ACCTS
318	WINN DIXIE				4025 NOVA RD		32127	6	6	X	X	X	X	X	X	M T W T H F S	\$1,588.20	42513-14409
319	JIN MU CHEN				4031 NOVA RD		32127	2	2			X			X	W S	\$132.40	119041-24585
320	HARBOR FEDERAL/ PNC BANK		WMI TOTER	Onyx	4035 NOVA RD		32127	2	1				X			F	\$66.25	9947-28941
321	G & C HEALTH CARE				4036 NOVA RD		32127	2	1					X		F	\$66.25	127859-14427
322	MEDICINE SHOPPE			Onyx	4036 NOVA RD		32127	2	1					X		F	\$66.25	86501-24607
323	STAVROS PIZZA HOUSE INC		ORLANDO WASTE PAPER 2 YD	Onyx	4036 NOVA RD		32127	2	1					X		F	\$66.25	42627-24604
324	GAFF'S QUALITY MEAT		WMI 4 YD	Onyx	4036 NOVA RD		32127	4	3	X		X		X		M W F	\$397.10	42631-24605
325	LIL CHAMP #126 THE PANTRY INC (KANGAROO EXPRESS)			Onyx	4036 NOVA RD		32127	6	2	X				X		M F	\$529.40	80367-14156
326	CIRCLE K STORES INC (SHELL STATION)		ORLANDO WASTE PAPER 6 YD	Onyx	4040 NOVA RD		32127	4	1	X						M	\$132.40	127155-6270
327	WACHOVIA BANK/ 1ST UNION				4041 NOVA RD	LOCKBAR	32127	2	1			X				TH	\$66.25	42685-6655
328	PORT ORANGE SELF STORAGE		LOCKBAR		4061 NOVA RD	LOCKBAR	32127	6	1			X				TH	\$198.55	42769-24659
329	PORT ORANGE SELF STORAGE				4061 NOVA RD		32127	4	1			X				TH	\$132.40	42769-24659
330	MAC SMITH EQUIPMENT			Onyx	4110 NOVA RD		32127	2	1				X			TH	\$66.25	42883-6290
331	SPORT WAY OF PORT ORANGE			Onyx	4114 NOVA RD		32127	4	1				X			TH	\$132.40	56247-14289

Exhibit A

Commercial Front Load Container Listing FEB

	BUSINESS	2nd party billing	Recycler		STREET #	ZIP	SIZE	# PL-UPS	M	T	W	TH	F	SA	DAY P/U	RATE	ACCT #
332	SUMMIT II DRIVING RANGE		LESS THAN 20% DEMINIMUS	Onyx	4116 NOVA RD	32127	2	1						X	S	\$66.25	83127-26043
333	ROSE BAY TRAVEL PARK		ORLANDO WASTE PAPER (2) 6 YDS	Onyx	5200 NOVA RD	32127	4	2	X		X				M TH	\$264.75	69315-6202
334	ROSE BAY TRAVEL PARK		ORLANDO WASTE PAPER (2) 6 YDS	Onyx	5200 NOVA RD	32127	4	2	X		X				M TH	\$264.75	69315-6202
335	ROSE BAY TRAVEL PARK		ORLANDO WASTE PAPER (2) 6 YDS	Onyx	5200 NOVA RD	32127	4	2	X		X				M TH	\$264.75	69315-6202
336	COMMONWEALTH MINISTRIES				5231 NOVA RD	32127	2	1			X				TH	\$66.25	90343-6284
337	GARGE'S VILLAGE TAVERN				5263 NOVA RD	32127	4	1			X				TH	\$132.40	74187-25404
338	PATEL RAKESH (A&H BEV.) (DISCOUNT LIQUOR)			Onyx	5275 NOVA RD	32127	2	1			X				TH	\$66.25	95279-25420
339	HONG KONG CHINESE RESTAURANT				5287 NOVA RD	32127	4	2	X		X				M TH	\$264.75	110571-32870
340	J & M MOVING AND STORAGE				760 OAK HEIGHTS CT		4	1		X					T	\$132.40	107613-35121
341	OAK HEIGHT 3 CONDO (AIR SYSTEMS)				750 OAK HEIGHTS CT		8	2		X			X		T F	\$529.40	126273-36365
342	OGN BELL INDUSTRIES				365 OAK PL	32127	4	1		X					T	\$132.40	12785-5013
343	OAK CENTRE BUSINESS PK #6		ORLANDO WASTE PAPER (2) 6 YDS	Onyx	413 OAK PL	32127	4	1	X						T	\$132.40	13637-20180
344	OAK CENTRE BUSINESS PK #1		ORLANDO WASTE PAPER (2) 6 YDS	Onyx	413 OAK PL	32127	4	1	X						T	\$132.40	13637-20175
345	OAK CENTRE BUSINESS PK #4		ORLANDO WASTE PAPER (2) 6 YDS	Onyx	413 OAK PL	32127	4	1	X						T	\$132.40	13633-20178
346	OAK CENTRE BUSINESS PK #3		ORLANDO WASTE PAPER (2) 6 YDS	Onyx	413 OAK PL	32127	4	1	X						T	\$132.40	13635-20179
347	OAK CENTRE BUSINESS PK #3		ORLANDO WASTE PAPER (2) 6 YDS	Onyx	413 OAK PL	32127	4	1	X						T	\$132.40	13631-20177
348	OAK CENTRE BUSINESS PK #2		ORLANDO WASTE PAPER (2) 6 YDS	Onyx	413 OAK PL	32127	4	1	X						T	\$132.40	13629-20176
349	SIMONNETTA'S BUSINESS COMPLEX			Onyx	600 OAK PL	32127	4	3	X		X		X		T TH S	\$397.10	16129-20477
350	OAK PLACE BUSINESS PARK		WMI (1) 6 YD AND (2) 4 YDS	Onyx	620 OAK PL	32127	2	2		X					T F	\$132.40	16613-20510
351	OAK PLACE BUSINESS PARK		WMI (1) 6 YD AND (2) 4 YDS	Onyx	620 OAK PL	32127	2	2		X					T F	\$132.40	16613-20510
352	OAK PLACE BUSINESS PARK		WMI (1) 6 YD AND (2) 4 YDS	Onyx	620 OAK PL	32127	6	2		X					T F	\$397.10	16613-20510
353	OAK PLACE BUSINESS PARK		WMI (1) 6 YD AND (2) 4 YDS	Onyx	620 OAK PL	32127	6	2		X					T F	\$397.10	16613-20510
354	OAK PLACE BUSINESS PARK		WMI (1) 6 YD AND (2) 4 YDS	Onyx	620 OAK PL	32127	6	2		X					T F	\$397.10	16613-20510
355	EAST COAST ENTERPRISE		WMI 6 YD	Onyx	640 OAK PL	#A 32127	6	2	X		X				T F	\$397.10	16999-20540
356	SOUTHEASTERN CHEMICAL		WMI 2 YD	Onyx	660 OAK PL	32127	2	1					X		F	\$66.25	17117-14217
357	RON REEVES CONSTRUCTION		VEOLIA 2 YD FORTREND GROUP		415 OAK ST	32127	2	1		X					T	\$66.25	122589-14014
358	CITY OF P.O. WAREHOUSE		VEOLIA 4 YD	Onyx	500 OAK ST	32127	*8	3	X		X		X		M W F	CITY	15025-668
359	PRIVACY WINDOW DESIGN			Onyx	600 OAK ST	BLO 2-B 32127	2	1		X					T	\$66.25	16153-20401
360	JOHN JENZANO INC.		LESS THAN 20% DEMINIMUS	Onyx	820 OAK ST	32127	2	1		X					T	\$66.25	21727-4474
361	CITY OF P.O. WASTE WATER				825 OAK ST.	32127	*4	6	X	X	X	X	X	X	M T W TH F S	CITY	21969-20959
362	CITY OF P.O. WASTE WATER				825 OAK ST.	32127	*2	6	X	X	X	X	X	X	M T W TH F S	CITY	21969-20959
363	CITY OF P.O. WASTE WATER				825 OAK ST.	32127	*2	6	X	X	X	X	X	X	M T W TH F S	CITY	21969-20959
364	CITY OF P.O. WASTE WATER				825 OAK ST.	32127	*2	6	X	X	X	X	X	X	M T W TH F S	CITY	21969-20959
365	CITY OF P.O. WASTE WATER				825 OAK ST.	32127	*2	6	X	X	X	X	X	X	M R W TH F S	CITY	21969-20959
366	EVAC #22		VEOLIA BIN	Onyx	852 OAK ST.	32127	*2	1		X					T	CITY	22867-21083
367	TRAILWOOD APARTMENTS		VEOLIA TOTERS (5)	Onyx	3960 OAK TRAIL RUN	32127	4	3	X		X		X		M W S	SEE ACCT.	
368	TRAILWOOD APARTMENTS		VEOLIA TOTERS (5)	Onyx	3960 OAK TRAIL RUN	32127	6	3	X		X		X		M W S	SEE ACCT.	
369	TRAILWOOD APARTMENTS		VEOLIA TOTERS (5)	Onyx	3960 OAK TRAIL RUN	32127	8	3	X		X		X		M W S	48 @ \$22.05	SEE ACCT.
370	TAHITIAN VILLAS/ HAROLD JPHNSON		VEOLIA BINS	Onyx	210 OCEAN AV	32119	4	1	X						M	\$132.40	40437-19311
371	OCEAN APARTMENTS		VEOLIA BINS	Onyx	313 OCEAN AV	32119	2	2	X		X				M TH	\$132.40	121531-19846
372	SPEEDY TRANSMISSION (JEFF HAYES) (REPAIR ONE)			Onyx	501 OLD DUNLAWTON AV.	32119	6	1			X				W	\$198.55	103417-14697
373	A.DA-LITE CABINET			Onyx	855 OLD SUGAR MILL RD	32119	6	2	X		X				M TH	\$397.10	22901-14075
374	ORANGE & ALEXANDER AV. APART.		VEOLIA TOTER (2)	Onyx	911 ORANGE AV.	(911-917) 32119	2	2	X		X				M TH	6 @ \$22.05	SEE ACCT.
375	CARLEY APTS II		VEOLIA TOTERS (2)	Onyx	4955 ORANGE BLVD	32127	6	1		X					T	12 @ \$22.05	SEE ACCT.
376	ORCHARD APTS. CARLEY APTS I		VEOLIA TOTERS (2)	Onyx	236-234 ORCHARD ST.	32127	6	2		X				X	T F	20 @ \$22.05	SEE ACCT.
377	GOLF TRUST (CYPRESS HEAD CLUBHOUSE)		VEOLIA TOTERS (2) 4 YD	Onyx	6231 PALM VISTA	32124	*6	3	X		X		X		M W S	CITY	54947-26451
378	FOLIAGE HUT		VEOLIA BIN		633-639 POWERS AVE		2	1		X					T	3 @ \$22.05	
379	HANLON & LAFLAM			Onyx	831 RAILROAD ST	32119	6	1			X				W	\$198.55	57819-14563
380	DANIEL BARNES DDS				1440 REED CANAL RD		4	2	X		X				M TH	\$264.75	115341-35287
381	SUNRISE OAKS APARTMENTS		VEOLIA TOTERS (4)		1375 RICHEL RD		COMPACTOR								COMPACTOR	ONYS BILL 5	
382	INTERCOASTAL VILLAS		VEOLIA TOTERS (4)	Onyx	3333 RIDGEWOOD AV.	32119	4	3	X		X		X		M W F	29 @ \$22.05	SEE ACCT.
383	FLORIDA KEYS			ONYX	3340 RIDGEWOOD AV.	32119	4	1		X					T	\$132.40	82695-32896
384	GHLIC (RECREATION WAREHOUSE OLD SCOTTYS)		ORLANDO WASTE 8 YD & WMI 8 YD		3350 RIDGEWOOD AV.	32119	8	1					X		F	\$264.75	113623-23569
385	GHLIC (RECREATION WAREHOUSE OLD SCOTTYS)				3350 RIDGEWOOD AV.	32119	8	1					X		F	\$264.75	113623-23569
386	CHAMBER OF COMMERCE (R-SIDE PAV)		VEOLIA TOTER (1)	Onyx	3431 RIDGEWOOD AV.	32119	*8	2		X		X			T F	CITY	45417-14885
387	DAVID WALLER		C.P.R. 6 YD		3550 RIDGEWOOD AV.	32119	8	1					X		T	\$264.75	38003-572
388	KRABER HOLDINGS INC (CALDWELL FUNERAL HOME)		WMI (1) TOTER	Onyx	3571 RIDGEWOOD AV.	32119	2	1		X					T	\$66.25	13675-567
389	DAVE'S PEST CONTROL		WMI 4 YD		3541 RIDGEWOOD AV.	32119	2	2		X		X			T F	\$132.40	30787-570
390	FELDMAN MITCHELL/MARJORIE'S RUGS				3740 RIDGEWOOD AV.	32119	8	1	X						M	\$264.75	116495-14266
391	(SAM KASSAB) (SHELL STATION)		WMI 8 YD	Onyx	3790 RIDGEWOOD AV.	32119	2	1		X					M	\$66.25	83187-624
392	DJH ENTERPRISES (PORT ORANGE DONUTS) (DUNKIN DONUTS)		FLORIDA RECYCLING 2 YD		3821 RIDGEWOOD AV.	32119	8	1					X		F	\$264.75	141443-617
393	MASSEY SERVICES INC		WMI 4 YD	Onyx	3880 RIDGEWOOD AV.	32119	2	1					X		TH	\$66.25	41319-14740
394	SAVA LOTAMORAN FOOD #165			Onyx	4018 RIDGEWOOD AV.	32127	6	3		X		X		X	T TH S	\$595.60	77687-20519
395	FAMILY DOLLAR		WMI 4 YD	Onyx	4034 RIDGEWOOD AV.	32127	6	1					X		S	\$198.55	77417-30192
396	CHDN. XIU MEI / CHINA HOUSE				4058 RIDGEWOOD AV.	32127	2	2		X				X	T S	\$132.40	141735-14194
397	CHI-LING CHINESE RESTURANT		WMI 6 YD	Onyx	4085 RIDGEWOOD AV.	32127	4	2			X			X	W S	\$264.75	42803-14033
398	CHRIST TEAM AND VALUE STORE				4990 RIDGEWOOD AV.	32127	6	1			X				W	\$198.55	140093-640
399	HARDEES FOOD SYSTEMS INC			Onyx	4096 RIDGEWOOD AV.	32127	6	3	X		X		X		M W F	\$595.60	80223-642
400	GRACE EP. CHURCH PARISH CTR		Veolia 2 yd	Onyx	4110 RIDGEWOOD AV.	32127	4	1			X				W	\$132.40	42807-24680
401	MOBILE (Kheastow Kheastom)			Onyx	4189 RIDGEWOOD AV.	32127	2	1			X				W	\$66.25	43001-13900
402	DJN KALIMNOS/MEKER PLAZA (Dr Kometas DDS)				4215 RIDGEWOOD AVE	32127	2	1			X				W	\$66.25	138741-37865

Exhibit A

Commercial Front Load Container Listing FEB
2011

	BUSINESS	2nd party billing	Recycler		STREET #	ZIP	SIZE	# PLUPS	M	T	W	TH	F	SA	DAY P/TJ	RATE	ACCT #
403	VAN DER VEER (Travel Lamb)		VEOLIA 2 YD	Onyx	4393 RIDGEWOOD AV.	32127	2	1			X				W	\$60.25	43687-14115
404	FLORIDA WORSHIP CENTER				4425 RIDGEWOOD AV.	32127	2	1					X		S	\$66.25	75733-758
405	LITHOCRAFT		ORLANDO WASTE PAPER 2 YD	Onyx	4460 RIDGEWOOD AV.	32127	2	1				X			TH	\$66.25	85535-779
406	QUICK CARE MEDICAL CENTER			Onyx	4530 RIDGEWOOD AV.	32127	2	1				X			TH	\$66.25	44091-824
407	PATEL, BIPIN (DUSK TO DAWN)		VEOLIA BIN	N/A	4545 RIDGEWOOD AV.	32127	2	1	X						M	\$66.25	99131-24956
408	AMERADA HESS CO		WMI 4 YD	Onyx	4590 RIDGEWOOD AV.	32127	4	1			X				W	\$132.40	86101-823
409	PROPERITY PROPERTY MGMT				4612 RIDGEWOOD AV.	32127	2	1				X			TH	\$66.25	122881-14600
410	FIBER GLASS PLUS FAVREAU INC			ONYX	4730 RIDGEWOOD AV.	32127	4	1				X			TH	\$132.40	115539-28754
411	PENNA COURT (Bread Inc)OCEAN RIVER INC		VEOLIA TOTER (2)	Onyx	4770 RIDGEWOOD AV.	32127	2	2	X			X			M TH	\$132.40	92089-774
412	HENRY JOSEFOW			Onyx	4751 RIDGEWOOD AV.	32127	2	1			X				W	\$66.25	100535-769
413	JON C. JACKSON MD		VEOLIA BIN	Onyx	4770 RIDGEWOOD AV.	32127	2	1				X			TH	\$66.25	45483-775
414	CITY OF P.O. ADULT ACTIVITY CENTER		VEOLIA BIN	Onyx	4790 RIDGEWOOD AV.	32127	*4	3	X		X		X		M TH S	CITY	45493-25108
415	EPIPHANY HOUSING		VEOLIA TOTERS (6)	Onyx	4792 RIDGEWOOD AV.	32127	4	3	X		X		X		M TH S	\$397.10	45497-14569
416	CROUCH REALTY (3 apt) HAS C-HAND FOR BUSINESS			Onyx	4959 RIDGEWOOD AV.	32127	2	1			X				W	3 @ \$22.05	SEE ACCOUNTS
417	IT'S ALL GOOD		NONE COMMINGLE	Onyx	4989 RIDGEWOOD AV.	32127	2	2			X			X	W S	\$132.40	131659-14586
418	P. O. FLEA MARKET , CLARK PROPERTIES				5009 RIDGEWOOD AV.	32127	4	1	X						M	\$132.40	121915-5889
419	PHYLLIS HASIAN, WHISKEY RIVER				5005 RIDGEWOOD AV.	32127	2	2	X			X			M TH	\$132.40	139061-5886
420	ASHTON DESIGNS		LESS THAN 20% DEMINIMUS	Onyx	5030 RIDGEWOOD AV.	32127	4	1			X				W	\$132.40	143129-25165
421	WW GAY MECHANICAL CONTRACTING INC				5059 RIDGEWOOD AV.	32127	2	1				X			TH	\$66.25	142555-14152
422	JOHNNY ISITT				5062 RIDGEWOOD AV.	32127	2	1					X		F	\$66.25	143897-25191
423	SANDRA LONDON (BOB'S DISCOUNT MARINE)			Onyx	5110 RIDGEWOOD AV.	32127	2	1			X				W	\$66.25	140881-26245
424	CLARK OFC BLDG				5111 RIDGEWOOD AV.	32127	4	1			X				W	\$132.40	01079-24514
425	EPIPHANY THRIFT STORE		WMI 6 YD	Onyx	5120 RIDGEWOOD AV.	32127	6	2		X			X		T F	\$397.10	46247-25281
426	EAGLES		WMI 8 YD	Onyx	5130 RIDGEWOOD AV.	32127	6	2		X			X		T F	\$397.10	46299-25296
427	CLARK PROPERTIES (BANQUETS WEDDING CHAPEL)		VEOLIA BINS		5131 RIDGEWOOD AV.	32127	4	2			X			X	W S	\$264.75	61079-32869
428	ALLANDALE APARTMENTS JAISINGH, BASIL		VEOLIA BINS	Onyx	5160 RIDGEWOOD AV.	32127	2	1				X			TH	6 @ \$22.05	98745-25312
429	WELCOME TRAVELERS HAYNES BROS		WMI 4 YD	ONYX	5205 RIDGEWOOD AV.	32127	2	1			X				W	\$66.25	46613-25338
430	ELKS LODGE		WMI 6 YD	Onyx	5215 RIDGEWOOD AV.	32127	6	1			X				W	\$198.55	46687-25350
431	T&R CROSSROADS (FIRST TURN)		WMI 4 YD	Onyx	5236 RIDGEWOOD AV.	32127	6	2	X			X			M TH	\$397.10	13857-20214
432	RIVERSIDE MOBILE HOME PK		VEOLIA TOTERS (3)		5277 RIDGEWOOD AV.	32127	8	3	X	X			X		M W S	see below	
433	RIVERSIDE MOBILE HOME PK		VEOLIA TOTERS (3)	Onyx	5277 RIDGEWOOD AV.	32127	8	5	X	X	X		X		M T W TH S	96 @ \$22.05	65971-20516
434	ACR HOLDINGS INC(own and country motel)		VEOLIA BINS	Onyx	5384 RIDGEWOOD AV.	32127	2	1			X				T	\$66.25	101793-25462
435	DARS DOCK				5395 RIDGEWOOD AV.	32127	2	2	X			X			T F	\$132.40	131163-25465
436	DOLLAR GENERAL				5420 RIDGEWOOD AV.	32127	4	1					X		S	\$132.40	41185-25527
437	EAST COAST CENTRAL FLA BOAT WORKS/ATLANTIC MARINE				5481 RIDGEWOOD AV.	32127	2	1			X				W	\$66.25	135345-6191
438	SOUTHEAST TRUCK TOPPER		WMI 4 YD	Onyx	5491 RIDGEWOOD AV.	32127	2	1			X				W	\$66.25	48963-6192
439	DJN PLAZA				5571 RIDGEWOOD AV.	32127	2	1			X				W	\$66.25	107371-29629
440	TWELVE (12) OAKS PLAZA		NONE COMMINGLE	ONYX	5602 RIDGEWOOD AV.	32127	6	3		X	X	X	X		T TH S	12 @ \$37.85	SEE ACCT.
441	CAR WASH, TIMS CORNER, APP. STORE		NONE COMMINGLE	Onyx	5640 RIDGEWOOD AV.	32127	6	3		X	X	X	X		T TH S	4 @ \$37.85	SEE ACCT.
442	BAI FOOD STORE (STOP & GO)		WMI 2 YD	Onyx	5687 RIDGEWOOD AV.	32127	2	1			X				W	\$66.25	132893-26082
443	WASCI CORP				5752 RIDGEWOOD AV.	32127	4	1			X				W	\$132.40	69105-30268
444	LIVE OAK MOBILE VILLAGE LIB, OAKS (41) TRAILERS		WMI 1 TOTER	Onyx	5786 RIDGEWOOD AV.	32127	6	2		X			X		W S	\$397.10	127815-26122
445	LAST RESORT BAR (Allied Bldg)		OWNER RECYCLES CANS	Onyx	5812 RIDGEWOOD AV.	32127	2	1			X				W	\$66.25	51377-26184
446	LI, CHAMP (Humley Jilly #268) THE PANTRY INC(KANGAROO EXPRESS)		WMI 6 YD	Onyx	5866 RIDGEWOOD AV.	32127	6	2			X		X		W S	\$397.10	52045-26274
447	(FAMOUS PHILLYS)		VEOLIA 6 YD	Onyx	5901 RIDGEWOOD AV.	32127	6	2			X		X		W S	\$397.10	107157-26288
448	LONGSTREET RV (Edith Longstreet)		VEOLIA BIN	Onyx	5950 RIDGEWOOD AV.	32127	2	1			X				W	\$66.25	52845-26353
449	ROSE BAY MOBILE HOME PK. (CARMAN PARILLO)		VEOLIA BIN	Onyx	5966 RIDGEWOOD AV.	32127	2	2			X			X	W S	\$132.40	74901-26374
450	ROSE BAY FISH CAMP				5993 RIDGEWOOD AV.	32127	4	4	X	X		X	X		M W F S	\$472.50	66629-26378
451	CHARLES WAYNE CO (WOOD HOA)				6200 RIVERWOOD DR	32127	4	1				X			TH	4 @ \$37.85	54489-13409
452	SEVEN SEAS MARINA		OWNER RECYCLES CANS	Onyx	3300 S. PENINSULA DR.	32127	4	3	X	X		X			M W F	\$397.10	36647-23592
453	JADE WINDS APARTMENTS		VEOLIA TOTERS (2)	Onyx	3600 S. PENINSULA DR.	32127	2	2	X			X			M TH	\$132.40	122421-334
454	HALIFAX EAST APART (Wayne Reczek)		VEOLIA TOTERS (2)	Onyx	3602 S. PENINSULA DR.	32127	2	1				X			TH	\$66.25	38301-335
455	ADMIRALTY CLUB		VEOLIA TOTERS (8)	Onyx	3606 S. PENINSULA DR.	32127	4	2	X			X			M TH	\$264.75	38355-360
456	ADMIRALTY CLUB		VEOLIA TOTERS (8)	Onyx	3606 S. PENINSULA DR.	32127	4	2	X			X			M TH	\$264.75	38355-360
457	DAL TILE		FLORIDA RECYCLE 4 YD		703 SAMMS AV.	32127	4	1				X			TH	\$132.40	17725-20604
458	LESCO INC				705 SAMMS AV.	32119	4	2	X			X			M TH	\$264.75	17863-20615
459	P. O. IND LLC				707 SAMMS AV.	32119	4	1	X						M	\$132.40	132785-20822
460	ONE HOUR A/C				707 SAMMS AV.	32119	8	2	X			X			M TH	\$529.40	141161-14670
461	DIGITAL CONCEPTS				707 SAMMS AV.	32119	2	1				X			TH	\$66.25	128833-28334
462	GALAXY FUN RAISING		NONE COMMINGLE	ONYX	794-796 SANDERS AV		4	1			X				T	\$132.40	96487-33070
463	GALAXY FUN RAISING		NONE COMMINGLE	ONYX	794-796 SANDERS AV		4	2			X			X	T S	\$264.75	96487-33070
464	SPRINGWOOD SQ.		NONE COMMINGLE	Onyx	1 SPRINGWOOD SQ.	(1-108) 32119	8	3	X	X		X			M W F	see below	SEE ACCT.
465	SPRINGWOOD SQ.		NONE COMMINGLE	Onyx	1 SPRINGWOOD SQ.	(1-108) 32119	8	3	X	X	X	X			M W F	see below	SEE ACCT.
466	SPRINGWOOD SQ.		NONE COMMINGLE	Onyx	1 SPRINGWOOD SQ.	(1-108) 32119	8	3	X	X	X	X			M W F	see below	SEE ACCT.
467	SPRINGWOOD SQ.		NONE COMMINGLE	Onyx	1 SPRINGWOOD SQ.	(1-108) 32119	8	3	X	X	X	X			M W F	108 @ \$22.05	SEE ACCT.
468	FLORIDA POWER & LIGHT		WMI 8 YD	Onyx	3000 SPRUCE CREEK RD.	32127	8	2		X			X		T F	\$529.40	35811-14084

Exhibit A

Commercial Front Load Container Listing FEB

BUSINESS	2nd party billing	Recycler	STREET #	ZIP	SIZE	# P/U-PS	M	T	W	TH	F	SA	DAY P/U	RATE	ACCT #
469 BAR Z CORP			Onyx 4655 SPRUCE CREEK RD	32127	2	1		X					T	\$66.25	12745-5957
470 TOBERT ZUBER			Onyx 4655 SPRUCE CREEK RD	32127	6	1		X					T	\$198.55	45661-25043
471 BAR Z CORP			Onyx 4655 SPRUCE CREEK RD	32127	6	1		X					T	\$198.55	12745-5957
472 ALL CHILDREN'S PARK / TENNIS COURTS		NONE COMMINGLE	Onyx 5950 SPRUCE CREEK RD	32127	*4	2	X		X				M TH	CITY	
473 CITY OF P.O. ALL CHILDREN PARK		NONE COMMINGLE	Onyx 5959 SPRUCE CREEK RD	32127	*4	2	X		X				M TH	CITY	52965-26358
474 DDV ZIM PROP. NEIGHBORS GENERAL STORE			Onyx 5980 SPRUCE CREEK RD	32127	4	2	X		X				M TH	\$264.75	132381-11002
475 SHELL STATION (ADRIAN LEWIS)			Onyx 5784 TAYLOR BRANCH RD	32127	4	1		X		X			TH	\$132.40	112257-14368
476 CAMBRIDGE TOWN HOUSES		VEOLIA BINS	Onyx 582 TAYLOR RD	32127	4	2	X		X				M TH	16 @ \$22.05	SEE ACCT.
477 LAFETTE ACADEMY		VEOLIA BINS	Onyx 650 TAYLOR RD	32127	2	3	X	X	X				M W F	\$198.55	17093-9950
478 UNITED CHURCH OF CHRIST			Onyx 651 TAYLOR RD	32127	2	1			X				TH	\$66.25	17105-7047
479 P.O. CHRISTIAN CHURCH			Onyx 904 TAYLOR RD	32127	2	1			X				TH	\$66.25	65573-28760
480 WALGREENS		4 YARD COMPACTOR			COMPACTOR										
481 711 STORE #32110		WMI 8 YD	Onyx 1625 TAYLOR RD	32127	8	2		X			X		T S	\$397.10	72963-29170
482 PORT ORANGE PROPERTIES LLC / SPACE COAST CREDIT UNION			Onyx 1632 TAYLOR RD	32127	6	2		X			X		T F	\$397.10	131629-30115
483 TEXACO EXPRESS (FowMet Enterprises)		ORLANDO WASTE PAPER 4 YD	Onyx 1634 TAYLOR RD	32127	4	1					X		S	\$132.40	73613-29355
484 ROOT REAL ESTATE (WESTPOINT SQ.)		WMI 4 YD	Onyx 1636 TAYLOR RD	32127	8	3	X		X	X			M TH S	\$794.15	68787- 27420
485 ROOT REAL ESTATE (WESTPOINT SQ.)		WMI 4 YD	Onyx 1638 TAYLOR RD	32127	8	3	X		X	X			M TH S	\$397.10	
486 PUBULX		CARDBOARD BAILER	Onyx 1660 TAYLOR RD	32127	COMPACTOR									N/A	ONYX BILLS
487 BARNETT BANK (BANK OF AMERICA)		WMI 2 YD	Onyx 1670 TAYLOR RD	32127	2	1					X		S	\$66.25	43693-27399
488 McDONALDS (EDDY FOODS) FAIR HAVEN FOODS		WMI 4 YD	Onyx 1676 TAYLOR RD	32127	6	3	X		X		X		M TH S	\$595.60	91095-28940
489 KOHLS		40 YARD COMPACTOR	Onyx 1682 TAYLOR RD		COMPACTOR										
490 WENDYS (FLA REG. GROUP)		WMI 8 YD	Onyx 1690 TAYLOR RD	32127	8	2	X		X				M TH	\$529.40	81273-32440
491 TAYLOR RD TEXACO		WMI 2 YD	Onyx 1702 TAYLOR RD	32127	6	2		X		X			T F	\$397.10	88051-29718
492 OUR SAVIOR LUTHERN CHURCH			Onyx 1715 TAYLOR RD	32127	2	1					X		S	\$66.25	56513-26846
493 JILL WILLIAMS CRACKER CREEK CANOEING			Onyx 1795 TAYLOR RD	32127	4	1					X		F	\$132.40	126599-37268
494 FIRE STATION 5		VEOLIA 1 PAPER TOLER	Onyx 1701 TOWNWEST BLVD		*2	1		X					W	CITY	
495 CITY OF P.O. RECREATION MAINT		VEOLIA BIN	Onyx 5839 TRAILWOOD DR.	32127	*4	2	X		X				M TH	CITY	51831-26224
496 TURTLE CREEK OFFICE			Onyx 3890 TURTLE CREEK	32127	2	2	X		X				T F	4 @ \$37.85	SEE ACCT.
497 SPINER REGENCY GARDEN NURSING (4 yd compactor 3 p/u)		WMI 4 YD	N/A 5600 VICTORIA GARDEN BLVD.	32127	4	5	X		X	X	X		M W TH F S	\$590.60	49491-25761
498 LAKE HURST VILLAGE (VILLAGES ON THE LAKE)		VEOLIA TOTERS (6)	Onyx 940 VILLAGE TRAIL	32127	COMPACTOR									N/A	VEOLIA BILLS
499 COUNTRYSIDE LAKES		WMI - (1) 8 YD	Onyx 941 VILLAGE TRAIL	32127	2	3	X	X	X	X			M W F	\$198.55	24881-21300
500 COUNTRYSIDE LAKES		WMI - (1) 8 YD	Onyx 941 VILLAGE TRAIL	32127	2	3	X	X	X	X			M W F	\$198.55	24881-21300
501 COUNTRYSIDE LAKES		WMI - (1) 8 YD	Onyx 941 VILLAGE TRAIL	32127	6	3	X	X	X	X			M W F	\$595.60	24881-21300
502 COUNTRYSIDE HOMOWNERS ASSOC. (COUNTRYSIDE CLUBHOUSE)			Onyx 951 VILLAGE TRAIL	32127	2	1		X					W	\$66.25	25157-21310
503 STERLING HOUSE (ALTERA HEALTH CARE)		ORLANDO WASTE PAPER 8 YD	Onyx 955 VILLAGE TRAIL	32127	8	1	X						M	\$264.75	106777-20357
504 PARK AT COUNTRYSIDE		VEOLIA TOTERS (12)	Onyx 958 VILLAGE TRAIL	32127	4	1	X						M	\$132.40	25357-21315
505 PARK AT COUNTRYSIDE		VEOLIA TOTERS (12)	Onyx 958 VILLAGE TRAIL	32127	8	2	X		X				M F	\$529.40	25357-21315
506 PARK AT COUNTRYSIDE		VEOLIA TOTERS (12)	ONYX 958 VILLAGE TRAIL	32127	8	2	X		X				M F	\$529.40	25357-21315
507 CIRCLE K		WMI 4 YD	Onyx 960 VILLAGE TRAIL	32127	6	3	X		X	X			T TH S	\$595.60	25405-21318
508 VILLAGES OF ROYAL PALM CLUBHOUSE		LESS THAN 20% DEMINIMUS	Onyx 1325 VILLAGES OF ROYAL PALM BLVD		2	2		X	X	X			W S	\$132.40	107951-33126
509 CITY OF P.O. PUBLIC WORKS		VEOLIA 4 Yard	Onyx 407 VIRGINIA AV.	32127	*6	3	X	X	X	X			T TH S	CITY	#REF!
510 CITY OF P.O. PUBLIC WORKS		VEOLIA TOLER (1)	ONYX 407 VIRGINIA AV.	32127	*6	3	X	X	X	X			M W F	CITY	13403-20139
511 VOLUSIA REPAIR CONSTRUCTION		LESS THAN 20% DEMINIMUS	Onyx 545 VIRGINIA AV.	32127	2	1		X					T	\$66.25	64631-13968
512 CITY OF P.O. GARNSEY WATER PLANT		VEOLIA BIN	Onyx 4400 WELLFIELD DR.	32119	*4	1			X				TH	CITY	43689-24909
513 PYA MONARCH (NORTH STAR FOOD SERVICE)		30 YARD COMPACTOR	Onyx 5425 WILLIAMSON BLVD	32124	COMPACTOR									N/A	VEOLIA BILLS
514 PYA MONARCH (NORTH STAR FOOD SERVICE)			Onyx 5425 WILLIAMSON BLVD	32124	6	1			X				W	\$198.55	88409-29712
515 QMIR INC. / OLIVE GARDEN			Onyx 5447 WILLIAMSON BLVD	32124	8	4	X	X	X	X			M W F S	\$1,058.85	13925738118
516 MARSHALLS		RECYCLE COMPACTOR WASTE PRO	Onyx 5505 WILLIAMSON BLVD	32124	6	4	X	X	X	X			M W F S	\$794.15	141297-37790
517 MARSHALLS		RECYCLE COMPACTOR WASTE PRO	Onyx 5505 WILLIAMSON BLVD	32124	6	4	X	X	X	X			M W F S	\$794.15	141297-37790
518 MICHAELS		RECYCLE COMPACTOR VEOLIA	Onyx 5507 WILLIAMSON BLVD	32124	6	2	X		X				M TH	\$397.10	140417-37791
519 HIBBETT SPORTS/ IEM			Onyx 5509 WILLIAMSON BLVD	32124	8	2	X	X	X				TU TH	\$397.10	149753-37796
520 ULTA SALON / IEM			Onyx 5511 WILLIAMSON BLVD	32124	8	5	X	X	X	X			M TU TH F S	\$1,323.55	149753-37799
521 PET CO		VEOLIA RECYCLE 8 YD	Onyx 5513 WILLIAMSON BLVD	32124	6	2		X		X			W S	\$397.10	141295-37801
522 DAVIDS BRIDAL			Onyx 5516 WILLIAMSON BLVD	32124	6	1			X				TH	\$198.55	140371-38148
523 RACK ROOM / IEM			Onyx 5517 WILLIAMSON BLVD	32124	4	2		X		X			TU F	\$264.75	149753-37804
524 BELKS			Onyx 5519 WILLIAMSON BLVD	32124	COMPACTOR									N/A	VEOLIA BILLS
525 ADORNMENTS / IEM			Onyx 5521 WILLIAMSON BLVD	32124	4	4	X	X	X	X			M W F S	\$472.50	149753-38312
526 AT & T CINGULAR / IEM			Onyx 5527 WILLIAMSON BLVD	32124	4	4	X	X	X	X			M W F S	\$472.50	149753-38393
527 RED ROBINS			Onyx 5537 WILLIAMSON BLVD	32124	COMPACTOR									N/A	VEOLIA BILLS
528 MALIBU GRILL / IEM			Onyx 5543 WILLIAMSON BLVD	32124	COMPACTOR									N/A	VEOLIA BILLS
529 HOLLYWOOD THEATERS (TYLER THOMPSON)			Onyx 5547 WILLIAMSON BLVD	32124	COMPACTOR									N/A	VEOLIA BILLS
530 VFW POST#3282		VEOLIA 2 YD ON WHEELS	Onyx 5810 WILLIAMSON BLVD	32124	2	3	X	X	X				M W F	\$198.55	51323-0158
531 PO Airport Rd LLC (AIRPORT CENTER PLAZA)		WMI 8 YD	Onyx 5820 WILLIAMSON BLVD	32124	6	3	X	X	X	X			M W F	\$595.60	101951-31930
532 WESTPORT STORAGE			Onyx 5889 WILLIAMSON BLVD	32124	6	2	X		X				T F	\$397.10	81989-26280
533 WESTPORT STORAGE			Onyx 5889 WILLIAMSON BLVD	32124	8	2	X		X				T F	\$529.40	81989-26280
534 PORT ORANGE PETRO LLC			Onyx 6223 WILLIAMSON BLVD	32124	6	1		X					W	\$198.55	136237-15607
535 ASHTON POINT APTS		VEOLIA TOTERS (6)	Onyx 6305 WILLIAMSON BLVD		COMPACTOR									N/A	VEOLIA BILLS
536 TRAILWOODS TOWN HOUSES		VEOLIA TOTERS (12)	ONYX 3960 WILLOW TRAIL RUN	32127	6	3	X	X	X	X			M W F	68 @ \$22.05	SEE ACCT.
537 TRAILWOODS TOWN HOUSES		VEOLIA TOTERS (12)	ONYX 3960 WILLOW TRAIL RUN	32127	8	3	X	X	X	X			M W F	SEE ABOVE	SEE ACCT.
538 HOSPICE OF VOL. CO.		WASTE PRO 6 YD	Onyx 3800 WOODBRAIR TRL	32119	6	3	X	X	X	X			M W F	\$595.60	67431-26957
539 HAWTHORN VILLAGE		Veolia 4 toters	Onyx 3900 YORKTOWN BLVD	32119	COMPACTOR									N/A	VEOLIA BILLS

EXHIBIT B

CURBSIDE RECYCLE TONNAGE

	Aluminum	Glass	Newspaper	Phonebooks	Plastic	Steel & Tin	Gross Tons
Oct-09	9.78	68.88	136.96	2.99	26.39	7.56	252.56
Nov	9.91	69.81	154.03	3.03	26.75	7.66	271.19
Dec	10.90	76.79	186.66	3.34	29.43	8.43	315.55
Jan-10	10.47	73.76	152.47	3.21	28.26	8.10	276.27
Feb	9.30	65.53	146.37	2.85	25.11	7.19	256.35
Mar	11.08	78.02	169.26	3.39	29.90	8.56	300.21
April	10.93	77.00	148.57	3.35	29.50	8.45	277.80
May	10.24	72.12	141.81	3.13	27.63	7.92	262.85
June	10.24	72.10	141.18	3.13	27.63	7.91	262.19
July	9.71	68.39	126.29	2.97	26.21	7.51	241.08
Aug	10.11	71.18	151.89	3.09	27.28	7.81	271.36
Sept	9.14	64.35	142.58	2.80	24.66	7.06	250.59
Total Year	121.81	857.93	1,798.07	37.28	328.75	94.16	3,238.00

garbage\2000fran

EXHIBIT C

CITY OF PORT ORANGE HANDICAP ACCOUNT SUMMARY

Feb-11

	NAME		ADDRESS	SUBDIVISION	PHONE#	SW P/U DAY	S.W RT#	REC P/U DAY	REC RT#
1	BROWN, HELEN	886	ANDKEN LN	SKYLAKE	788-5511	TUE-FRI	8	TUES	2
2	BECERRA, VIRGINIA	1859	ANHINGA DR	CRANE LAKES	675-6336	TUE-FRI	7	TUES	2
3	FILIPEK, VIOLET	1148	ASHLAND CT	SOUTHWINDS	788-5937	MON-THUR	8 — 5	THUR	4
4	LINDBERG, THERESA	908	ASHMEADE CT	COUNTRYSIDE		TUE-FRI	1	TUES	1
5	LEWIS, CATHERINE	920	ASHMEADE CT	COUNTRYSIDE	304-5130	TUE-FRI	1	TUES	1
6	BOTCH, JUNE	233	AUTUMN TR	LIGHTHOUSE POINT	236-9779	MON-THUR	4	MON	4
7	HASKETT, RENA	234	AUTUMN TR	LIGHTHOUSE POINT	492-3804	MON-THUR	4	MON	4
8	BRANSKY, SOPHIA	811	BLACK DUCK DR.	COUNTRYSIDE		TUE-FRI	1	TUES	1
9	NORRIS, STACIA	418	BLUE SKY DR	LIGHTHOUSE POINT	760-5015	MON-THUR	4	MON	4
10	BOLSTEIN	13	BRANDY HILLS DR	BRANDY HILLS	767-2798	MON-THUR	2	MON	3
11	WALSTON, KAREN	111	CAMBRIDGE DR	HAMLET	322-9260	TUE-FRI	3	FRI	2
12	CALLAWAY, PAMELA	36	CEDAR ST	RIVERSIDE		MON-THUR	7	THUR	4
13	PAYNE, HELEN	48	CEDAR ST	RIVERSIDE	760-3190	MON-THUR	7	THUR	4
14	HICKEY, WINFRED	110	CORAL WAY	BEACHSIDE	767-6417	MON-THUR	6	THUR	4
15	PREVETE, CATHERINE	907	COUNTRYSIDE W BLV	COUNTRYSIDE	767-7464	TUE-FRI	1	TUES	1
16	PARKER, NINA	953	COUNTRYSIDE W BLV	COUNTRYSIDE	676-9500	TUE-FRI	1	TUES	1
17	ARENCE BIANCA MARIE	2222	CRANE LAKES BLVD	CRANE LAKES	756-1089	TUE-FRI	7	TUES	2
18	PEGGY VENTIKS	260	DEVON ST	HAMLET		TUE-FRI	3	FRI	2
19	FRANCES JONES	56	FALL DR	LIGHTHOUSE POINT	767-7837	MON-THUR	4	MON	4
20	PUGSLEY, RUTH	763	FOXHOUND DR	STERLING CHASE		TUE-FRI	9	TUES	4
21	SIKORA, STANLEY	31	FREDERICK AVE	TANGLEWOOD		MON-THUR	5	THUR	4
22	GRAY, JEANNIE	3737	GATEWOOD DR	GATEWOOD		MON-THUR	2	THUR	3
23	SOMERS, JOHN	495	GREENWAY DR S	PARKWOOD SOUTH	767-2774	TUE-FRI	4	FRI	3
24	ROLOCUT, CAROL	497	GREENWAY DR S	PARKWOOD SOUTH		TUE-FRI	4	FRI	3
25	DODGE, GRACE	1217	HARBOR POINT DR	RIVERSIDE	760-7320	MON-THUR	6	THUR	4
26	DEVORE, BETTY	668	HERBERT ST	OLD TOWN	761-4243	MON-THUR	6	THUR	2
27	PILLOW, ANITA	672	HERBERT ST	OLD TOWN	767-5584	MON-THUR	6	THUR	2
28	CLEMENTE, EUNICE	3544	IRISH LN	POTATO PATCH	756-1560	MON-THUR	3	MON	4
29	STEIN, SUSAN	751	KENOWOOD ST	RYANWOOD	767-0770	MON-THUR	3	THUR	2
30	MS. ROBERT	717	LAGRANGE AVE	LAURELWOOD	761-5254	MON-THUR	3	MON	3
31	REITZEL, ALBERTA	25	LAKE POINT CIR	SUMMER TREES	767-0224	TUE-FRI	7	TUES	5
32	DAGENIAS, FRANK	632	LAKELAND DR	WOODLAKE	767-4391	MON-THUR	5	THUR	2
33	CAMPBELL, MARY	3855	LONG GROVE LN	GROVES	760-5276	MON-THUR	3	MON	4
34	SPIES, BRIAN	412	NASH LN	OAKLAND PARK	760-2993	TUE-FRI	5	TUES	3
35	TAGG, SYLVIA	11	NORTHWOOD DR	LAMPLIGHTER	788-9145	MON-THUR	4	THUR	3
36	GEORGE, CHARLES	5555	NOVA RD	HARBOR OAKS	767-5103	TUE-FRI	6	FRI	4
37	KUHNKE, ERVAN	482	OAKLAND PARK BLVD	OAKLAND PARK	760-0686	TUE-FRI	5	TUES	3
38	WOOD, FREDA	5407	ORANGE AVE	COMMONWEALTH	788-9863	TUE-FRI	6	FRI	4
39	LOWELL, STEPHANY	5455	ORANGE AVE	COMMONWEALTH	767-0503	TUE-FRI	6	FRI	4
40	SHERWOOD, BARBARA	5225	PINELAND AVE	COMMONWEALTH		TUE-FRI	6	FRI	4
41	LIBY, SHARON	5476	PINELAND AVE	COMMONWEALTH	236-9354	TUE-FRI	6	FRI	4
42	BOWMAN, SHIRLEY	6088	RED STAGG DR.	STERLING CHASE	492-2202	TUE-FRI	8	TUES	5
43	MADISON, WILLIAM	744	ROLLING HILLS	LAURELWOOD	322-1684	MON-THUR	3	MON	3
44	ONEIL, TOM	748	ROLLING HILLS	LAURELWOOD		MON-THUR	3	MON	3
45	DWYER, ALICIA	750	ROLLING HILLS	LAURELWOOD		MON-THUR	3	MON	3
46	LISTER, LOIS	906	SMOKERISE BLVD	COUNTRYSIDE	767-4802	TUE-FRI	1	TUES	1
47	CLARK, JOY	78	STONE GATE LN	TWIN GATES	304-4807	MON-THUR	2	MON	3
48	SACCO, MARY	853	STONYBROOK CIR	DUNLAWTON HILLS	304-6698	MON-THUR	8 — 5	THUR	2
49	TOUNG, MARILYN	24	SUMMER TREES RD	SUMMER TREES		TUE-FRI	7	TUES	5
50	FLATT, JOANNE	5205	TAYLOR AVE	COMMONWEALTH	788-1275	TUE-FRI	6	FRI	4
51	SULLIVAN, MARGARET	1125	THISTLE LN	WILLOW RUN	788-3213	MON-THUR	7	MON	2
52	CROSBY, JAMES	26	TIMBER TRL	RAINTREE		TUE-FRI	3	TUES	2
53	BLIVEN, LEANORE	403	TRAFALGA AVE	HAMLET	788-3285	TUE-FRI	3	FRI	2
54	MICHAUD, FRANCES	852	UPLAND DR	HAMLET	788-2609	TUE-FRI	3	FRI	2
55	KRIEDLEKAMP, MARY	2951	WILD PECAN CT	OAK HAMMOCK		MON-THUR	4	THUR	3
56	TOPOLEWSKI, BARBARA	190	WINDSOR DR	PICKWICK	761-9455	MON-THUR	8 — 2	MON	1
57	YOUNG, JENNIFER	5869	WOODPOINT TERR	TAYLORWOODS	763-8025	TUE-FRI	7 — 9	TUES	5
58	GIAMMARCO, ALFONSO	1092	YORK WAY	KINGSWOOD	788-3208	MON-THUR	2	MON	1

EXHIBIT D

CITY OF PORT ORANGE SOLID WASTE RATES EFFECTIVE 10/1/10															Cubic Yard Rate	City CY Rate
CURBSIDE SERVICE	Veolia Collection, 10/1/06	Veolia Disposal 10/1/06	Veolia Recycling 10/1/06	Oct 1st 2007 CPI adj. 2.2588%	Oct 1 2008 CPI adj. 3.9602%	Feb 1, 2009 Rate reduction 37	Oct 1, 2009 CPI adj. -1.0530%	Oct 1, 2009 additional rate adj for liq damages	Oct 1 2010 CPI rate adj .6768%		Veolia Rates effective 10/1/10	CITY RATE effective 10/1/10	PRICE DIFFERENCE	10/1/2006 \$ 7.45		
RESIDENTIAL	13.87	4.8	2.8	0.38	0.68	-0.37	-0.18	-0.04	0.12		\$22.06	\$22.05	(\$0.01)	10/1/2008, 7.77		
HOLIDAY/OWNER	0	0	0								\$0.00	\$11.03	\$11.03	10/1/2009 7.69	\$9 55	
COMMERCIAL	24.2	11.64	0	0.55	0.98		-0.27		0.17		\$37.27	\$37.85	\$0.58	10/1/2010, 7.82	\$9 55	
CONTAINER SERVICE											ONYX RATE	CITY RATE	PRICE DIFFERENCE	Extra P-up Cost		
Two yd.-1/wk.	35.36	16.29		0.8	1.43		-0.4		0.25		\$53.73	\$66.25	\$12.52	\$15.64	\$19 10	
Two yd.-2/wk.	70.72	32.59		1.6	2.86		-0.79		0.5		\$107.48	\$132.40	\$24.92	\$15.64	\$19 10	
Two yd.-3/wk.	106.08	48.88		2.4	4.3		-1.19		0.76		\$161.23	\$198.55	\$37.32	\$15.64	\$19 10	
Two yd.-4/wk.	141.44	65.17		3.19	5.73		-1.58		1.01		\$214.96	\$264.75	\$49.79	\$15.64	\$19 10	
Two yd.-5/wk.	176.8	81.47		3.99	7.16		-1.98		1.26		\$268.70	\$330.95	\$62.25	\$15.64	\$19 10	
Two yd.-6/wk.	212.16	97.76		4.79	8.59		-2.37		1.51		\$322.44	\$397.10	\$74.66	\$15.64	\$19 10	
Two yd.-7/wk.	247.52	114.05		5.59	10.02		-2.77		1.76		\$376.17	\$463.25	\$87.08	\$15.64	\$19 10	
Four yd.-1/wk.	70.72	32.59		1.6	2.86		-0.79		0.5		\$107.48	\$132.40	\$24.92	\$31.64	\$38 20	
Four yd.-2/wk.	141.44	65.17		3.19	5.73		-1.58		1.01		\$214.96	\$264.75	\$49.79	\$31.64	\$38 20	
Four yd.-3/wk.	212.16	97.76		4.79	8.59		-2.37		1.51		\$322.44	\$397.10	\$74.66	\$31.64	\$38 20	
Four yd.-4/wk.	282.88	130.35		6.39	11.46		-3.17		2.01		\$429.92	\$472.50	\$42.58	\$31.64	\$38 20	
Four yd.-5/wk.	353.6	162.93		7.99	14.32		-3.96		2.52		\$537.40	\$590.60	\$53.20	\$31.64	\$38 20	
Four yd.-6/wk.	424.32	195.52		9.58	17.18		-4.75		3.02		\$644.87	\$794.15	\$149.28	\$31.64	\$38 20	
Four yd.-7/wk.	495.04	228.11		11.18	20.05		-5.54		3.52		\$752.36	\$926.50	\$174.14	\$31.64	\$38 20	
Six yd.-1/wk.	106.08	48.88		2.4	4.3		-1.19		0.76		\$161.23	\$198.55	\$37.32	\$46.92	\$57 30	
Six yd.-2/wk.	212.16	97.76		4.79	8.59		-2.37		1.51		\$322.44	\$397.10	\$74.66	\$46.92	\$57 30	
Six yd.-3/wk.	318.24	146.64		7.19	12.89		-3.56		2.27		\$483.67	\$595.60	\$111.93	\$46.92	\$57 30	
Six yd.-4/wk.	424.32	195.52		9.58	17.18		-4.75		3.02		\$644.87	\$794.15	\$149.28	\$46.92	\$57 30	
Six yd.-5/wk.	530.4	244.4		11.98	21.48		-5.94		3.78		\$806.10	\$992.70	\$186.60	\$46.92	\$57 30	
Six yd.-6/wk.	636.48	293.28		14.38	25.78		-7.12		4.53		\$967.33	\$1,192.55	\$225.22	\$46.92	\$57 30	
Six yd.-7/wk.	742.56	342.16		16.77	30.07		-8.31		5.29		\$1,128.54	\$1,389.70	\$261.16	\$46.92	\$57 30	
Eight yd.-1/wk.	141.44	65.17		3.19	5.73		-1.58		1.01		\$214.96	\$264.75	\$49.79	\$62.56	\$76 40	
Eight yd.-2/wk.	282.88	130.35		6.39	11.46		-3.17		2.01		\$429.92	\$529.40	\$99.48	\$62.56	\$76 40	
Eight yd.-3/wk.	424.32	195.52		9.58	17.18		-4.75		3.02		\$644.87	\$794.15	\$149.28	\$62.56	\$76 40	
Eight yd.-4/wk.	565.76	260.69		12.78	22.91		-6.33		4.03		\$859.84	\$1,058.85	\$199.01	\$62.56	\$76 40	
Eight yd.-5/wk.	707.2	325.87		15.97	28.64		-7.92		5.03		\$1,074.79	\$1,323.55	\$248.76	\$62.56	\$76 40	
Eight yd.-6/wk.	848.64	391.04		19.17	34.37		-9.5		6.04		\$1,289.76	\$1,588.20	\$298.44	\$62.56	\$76 40	
Eight yd.-7/wk.	990.08	456.21		22.36	40.09		-11.08		7.05		\$1,504.71	\$1,852.90	\$348.19	\$62.56	\$76 40	
COMPACTOR SERVICE \$161.00 + Actual Dump Fee																

EXHIBIT E

COMPACTORS IN PORT ORANGE

December-10

	Account #	Name	Contents	Hauler		Location	Yd.	Haul Rate	Type	Owned by:
1	012120-0001-001	Sugarmill Apts.	Garbage	Veolia	3635	Caramell Ave.	30yd.	\$153.00	Self Contained	Customer
2	N/A	CVS Pharmacy	Recycle	Waste Pro	3771	Clyde Morris Blvd.	30yd.	NA	Self Contained	Customer
3	012117-0001-001	The Groves Apts.	Garbage	Veolia	3780	Clyde Morris Blvd.	30yd.	\$153.00	Self Contained	Customer
4	017921-0001-001	Halifax Hospital Management System	Garbage	Veolia	1041	Dunlawton Ave.	10yd.	\$153.00	Self Contained	Customer
5	016893-0001-001	Home Depot	Const/Demo	Veolia	1551	Dunlawton Ave.	40yd.	\$153.00	Breakaway	Customer
6	012118-0002-001	Walmart #582/Grocery	Garbage	Veolia	1590	Dunlawton Ave.	40yd.	\$153.00	Self Contained	Customer
7	012124-0001-001	Lowes	Const/Demo	Veolia	1751	Dunlawton Ave.	40yd.	\$153.00	Breakaway	Customer
8	014364-0001-001	Super Target	Garbage	Veolia	1771	Dunlawton Ave.	40yd.	\$153.00	Self Contained	Customer
9	015457-0001-001	Legacy At Crystal Lakes	Garbage	Veolia	1200	Floral Springs Blvd.	30yd.	\$153.00	Self Contained	Veolia
10	017761-0001-001	Ross Store #1216	Const/Demo	Veolia	3803	Nova Rd.	40yd.	\$153.00	Breakaway	Customer
11	018070-0001-001	Walgreens Store #12552	Garbage	Veolia	3805	Nova Rd.	4yd.	\$153.00	Breakaway	Customer
12	012119-0001-001	Publix #208	Garbage	Veolia	3821	Nova Rd.	30yd.	\$153.00	Self Contained	Customer
13	012122-0001-001	Sunrise Point Apts	Garbage	Veolia	1375	Richel Rd.	30yd.	\$153.00	Self Contained	Customer
14	018070-0001-001	Walgreens Store #1004	Garbage	Veolia	1625	Taylor Rd	4yd.	\$153.00	Breakaway	Customer
15	N/A	Walgreens Store #1004	Recycle	Waste Pro	1625	Taylor Rd	4yd.	NA	Breakaway	Customer
16	012119-0002-001	Publix #513	Garbage	Veolia	1660	Taylor Rd.	30yd.	\$153.00	Self Contained	Customer
17	018001-0001-001	Kohl's Store #1290	Const/Demo	Veolia	1682	Taylor Rd.	40yd.	\$153.00	Breakaway	Customer
18	014491-0001-001	LakeHurstVill./Villagio on the Lakes	Garbage	Veolia	940	Village Trail	25yd.	\$153.00	Self Contained	Veolia
19	012123-0001-001	NorthStar Food Services	Garbage	Veolia	5425	Williamson Blvd.	34yd.	\$153.00	Self Contained	Customer
20	N/A	Marshalls/Marshalls Homegoods	Recycle	Veolia	5505	Williamson Blvd.	40yd.	\$153.00	Breakaway	Customer
21	018309-0001-001	Michaels	Recycle	Veolia	5507	Williamson Blvd.	40yd.	NA	Breakaway	Customer
22	018290-0001-001	Belk	Garbage	Veolia	5519	Williamson Blvd.	40yd.	NA	Breakaway	Customer
23	018328-0001-001	Red Robin	Garbage	Veolia	5537	Williamson Blvd.	34yd.	\$153.00	Self Contained	Customer
24	018327-0001-001	Malibu, Red Brick, Cold Stone, Bengels	Garbage	Veolia	5543	Williamson Blvd.	34yd.	\$153.00	Self Contained	Customer
25	018284-0001-001	Hollywood Theaters	Garbage	Veolia	5547	Williamson Blvd.	25yd.	\$153.00	Self Contained	Customer
26	013486-0001-001	Ashton Pt Apts	Garbage	Veolia	6305	Williamson Blvd.	30yd.	\$153.00	Self Contained	Veolia
27	016726-0001-001	Hawthorne Village	Garbage	Veolia	3900	Yorketown Blvd.	35yd.	\$153.00	Self Contained	Veolia

EXHIBIT F CITY OF PORT ORANGE MULTI-FAMILY RECYCLING ACCOUNTS

Dec-10	BUSINESS		STREE ADDRESS	GARBAGE SIZE	# PICKUPS	RECYCLE CONTAINER SIZE	Recycle Dumpster	# OF PICKUPS	Pick-Up Day	MONTHLY COST PER UNIT	COST TO CITY	NUMBER UNITS SERVICED	ACCT. NUMBER	Audit done 10/9/06by James
1	WHISPERING WDS. CONDO ASS.	830	AIRPORT RD.	1	1	8 TOTERS	VEOLIA	1	TUES	\$2.86	COMINGLE	104	105437-32705	COMINGLE
2	CANALVIEW APTS.	980	CANALVIEW BLVD.	3/8	3	NONE KEEP COMMINGLING		0	THURS	\$2.86	COMINGLE	88	SEE ACCT.	88 units not 80
3	SUGARMILL APTS.	3635	CARAMEL	Compactor		6 TOTERS	VEOLIA	1	THURS	\$2.86	\$272.16	168		
4	OCEANSIDE CONDO	3620	CARDINAL BLVD	2	2	2 TOTERS	VEOLIA	1	THURS	\$2.86	\$45.76	16	38553-23740	
5	SPECIAL EVENTS	1000	CITY CENTER CIR	0	0	4YD	VEOLIA	1	N/A	\$2.86	CITY ACCT	0		
6	TOWN HOMES WEST	3640	CLYDE MORRIS BLVD.	2/6 - 1/8	2	BINS	VEOLIA	1	MON	\$2.86	\$260.26	91	SEE ACCT.	
7	GROVES	3780	CLYDE MORRIS BLVD.	Compactor		6 TOTERS	VEOLIA	1	MON	\$2.86	\$471.90	165	67425-23952	
8	CORAL BAY VILLAS	4801	CLYDE MORRIS BLVD.	2/6	2	4 TOTERS	VEOLIA	1	MON	\$2.86	\$110.16	68	45505-25110	
9	SEA BIRD ISLAND	90	DUNLAWTON AV.	2/4 & 8	1 & 2	BINS & ORLANDO WASTE		1	THURS	\$2.86	\$317.46	111	11573-15846	
10	VICTORIAN APTS.	1394	DUNLAWTON AV.	2/4,2/6,2/8	3	4 TOTERS	VEOLIA	1	TUES	\$2.86	\$268.84	94	33309-22495	
11	OCEAN OAKS APTS.	1645	DUNLAWTON AV. BLD. 30	4/8,6/8	2	6 TOTERS	VEOLIA	1	MON	\$2.86	\$835.12	292	60045-22724	
12	EAGLE LAKE APTS./BUNGALOWS OF PORT C	1025	EAGLE LAKE TR.	3/4	2	6 TOTERS	VEOLIA	1	THURS	\$2.86	\$220.22	77	64081-21563	
13	HARBOR OAKS ELDERLY CARE	158	FARBROOK	4	2	BINS	VEOLIA	1	FRI	\$2.86	\$2.86	1		
14	LEGACY @ CRYSTAL LAKES	1200	FLORAL SPRINGS BLVD	Compactor		4 TOTERS	VEOLIA	1	MON	\$2.86	\$750.40	268	107569-33833	
15	TOWN HOMES NORTH	3520	FOREST BRANCH DR	RES GARB	2	BINS	VEOLIA	1	MON	\$2.86	RES GARB	91		
16	GOLF VILLAS	75	GOLF VILLA DR	RES GARB	2	BINS	VEOLIA	1	TUES	\$2.86	RES GARB	56		RESIDENTIAL GARBAGE AND RECYCLING
17	RIVERWALK MOBILE PARK	3710	HALIFAX DR.	6	2	BINS	VEOLIA	1	THURS	\$2.86	CITY ACCT	35	68165-23838	CITY ACCT NO PAY
18	RIVER WEST APTS.	4064	HALIFAX DR.	4	2	2 TOTERS	VEOLIA	1	THURS	\$2.86	\$45.76	16	42777-589	
19	ROGERS APTS	805	LOUISVILLE ST.	4	2	2 TOTERS	VEOLIA	1	THURS	\$2.86	\$34.32	12	SEE ACCT.	
20	MAGNOLIA APTS. (TALBOTT)	311	MAGNOLIA AV.	4	2	BINS	VEOLIA	1	THURS	\$2.86	\$34.32	12	12041-444	
21	SPRINGWOOD VILLAGE	1	MOONSTONE CT	RES GARB	2	BINS	VEOLIA	1	THURS	\$2.86	RES GARB	92		
22	LAKEIDE APTS. / PIERPOINT	1010	N. SWALLOW TAIL DR.	4/8 - 2/4	3	12 TOTERS	VEOLIA	1	TUES	\$2.86	\$617.76	216	26605-21471	
23	TRAILWOOD APARTMENTS	3960	OAK TRAIL RUN	2/4 2/6	3	5 TOTERS	VEOLIA	1	FRI	\$2.86	\$137.28	48	SEE ACCT.	
24	TAHITIAN VILLAS	210	OCEAN AV.	2	2	BINS	VEOLIA	1	MON	\$2.86	\$25.74	9	9513-19311	
25	OCEAN APARTMENTS	313	OCEAN AV.	2	2	BINS	VEOLIA	1	MON	\$2.86	\$17.16	6	54167	
26	ORANGE & ALEXANDER AV. APART.	911	ORANGE AV. (911 - 917)	2	2	2 TOTERS	VEOLIA	1	MON	\$2.86	\$17.16	6	SEE ACCT.	
27	CARLEY APTS 2	4955	ORANGE BLVD.	6	1	2 TOTERS	VEOLIA	1	THURS	\$2.86	\$34.32	12	42623-14156	
28	CARLEY APTS 1	236-234	ORCHARD ST.	6	2	2 TOTERS	VEOLIA	1	THURS	\$2.86	\$91.52	32	SEE ACT	
29	SUNRISE OAK APTS	1375	RICHEL DR	Compactor		4 TOTERS	VEOLIA	1	N/A	\$2.86	\$594.88	208	N/A	PULLED COMMINGLE
30	INTERCOASTAL VILLAS	3333	RIDGEWOOD AV.	4	3	4 TOTERS	VEOLIA	1	THURS	\$2.86	\$82.94	29	SEE ACCT.	
31	HALIFAX TRAILER PARK	3483	RIDGEWOOD AV.	8	2	BINS	VEOLIA	1	N/A	\$2.86	CITY ACCT	73	37369-14140	CITY ACCT NO PAY
32	ZOVAK NAJARAIN	3979	RIDGEWOOD AV.	2	1	BINS	VEOLIA	1	THURS	\$2.86	\$14.30	5	SEE ACCT.	
33	PENNA COURT	4750	RIDGEWOOD AV.	2	2	2 TOTERS	VEOLIA	1	THURS	\$2.86	\$17.16	6	45467-774	
34	EPIPHANY MANOR	4792	RIDGEWOOD AV.	4	3	6 TOTERS	VEOLIA	1	THURS	\$2.86	\$205.92	72	45497-14569	
35	DENISE HILLARD (DUTCH TREAT MOTEL)	4989	RIDGEWOOD AV.	2	2	NONE KEEP COMMINGLING		0	N/A	\$2.86	COMINGLE	8		PULLED COMINGLE
36	ALLANDALE APTS	5160	RIDGEWOOD AV.	2	1	BINS	VEOLIA	1	THURS	\$2.86	\$17.16	6	89563-25312	
37	RIVERSIDE MOBILE HOME PARK	5277	RIDGEWOOD AV.	8	6	3 TOTERS	VEOLIA	1	THURS	\$2.86	\$274.56	96	15971-20518	
38	LIVE OAK MOBILE VILLAGE	5786	RIDGEWOOD AV.	6	2	WMI TOTERS	WASTE	N/A	N/A	\$2.86	WMI RECYCLES	0		
39	SPRINGWOOD SQ.	1	SPRINGWOOD SQ. (1 - 108)	3/8 1/6	3	NONE-KEEP COMMINGLING		0	N/A	\$2.86	COMINGLE	108	SEE ACCT.	PULLED TOTERS 10/5/01 COMINGLE
40	COACHMAN APARTMENTS	3328	S. PENINSULA DR.	RES GARB	2	BINS	VEOLIA	1	THURS	\$2.86	RES GARB	8		
41	JADE WINDS APARTMENTS	3600	S. PENINSULA DR.	2	3	2 TOTERS	VEOLIA	1	THURS	\$2.86	\$45.76	16	38283-334	
42	HALIFAX EAST APARTMENTS	3602	S. PENINSULA DR.	2	1	2 TOTERS	VEOLIA	1	THURS	\$2.86	\$20.02	7	38301-335	
43	ADMIRALTY CLUB	3606	S. PENINSULA DR.	2/4	2	8 TOTERS	VEOLIA	1	THURS	\$2.86	\$288.86	101	38355-360	
44	CAMBRIDGE TOWN HOUSES	582	TAYLOR RD.	4	2	BINS	VEOLIA	1	FRI	\$2.86	\$45.76	16	SEE ACCT.	
45	MARINER HEALTH	5600	VICTORIA GARDEN BLVD.	Compactor		WMI RECYCLES	WASTE	N/A	N/A	\$2.86	WMI RECYCLES	1	49491-25761	NO CAN THERE
46	LAKE HURST VILLAS/VILLAGGIO ON THE LAKE	940	VILLAGE TRAIL	Compactor		6 TOTERS	VEOLIA	1	TUES	\$2.86	\$361.26	223	103273-32943	
47	COUNTRYSIDE LAKES	941	VILLAGE TRAIL	2/2 - 1/6	3	WMI RECYCLES	WASTE	N/A	N/A	\$2.86	WMI RECYCLES	146	24881-21300	
48	PARK AT COUNTRYSIDE	958	VILLAGE TRAIL	2/4 & 8	2	12 TOTERS	VEOLIA	1	TUES	\$2.86	\$196.02	121	25357-21315	
49	ASHTON POINT APTS	6305	WILLIAMSON BLVD	Compactor		6 TOTERS	VEOLIA	1	TUES	\$2.86	\$766.48	268		
50	TRAILWOODS TOWN HOUSES	3960	WILLOW TRAIL RUN	1/6 & 1/8	2	12 TOTERS	VEOLIA	1	FRI	\$2.86	\$194.48	68	SEE ACCT.	
51	HAWTHORNE VILLAGE	3900	YORKTOWNE BLVD	Compactor		4 TOTERS	VEOLIA	1	MON	\$2.86	\$1,052.48	368		
										MONTHLY COST	\$8,788.52	4140		
	NUMBER OF COMPLEXES PARTICIPATING			51										
	TOTAL # OF COMPLEXES RECYCLING			47										
	PERCENT OF COMPLEXES PARTICIPATING			92.16%										

Exhibit G

City of Port Orange

Growing in Beauty and Opportunity

Garbage Route Schedule by Subdivision

Revised 1/19/009

	SUBDIVISIONS	Garbage Route #	Lot Counts	GARBAGE PICKUPS	YARD WASTE PICKUP	Recycle Route #	RECYCLING PICKUP
1	Allendale, east side of US1	6&7	216	Monday - Thursday	Wednesday	4	Thursday
2	Allendale, west side of US1	6	25	Tuesday - Friday	Wednesday	4	Friday
3	Amber Village	4	59	Monday - Thursday	Wednesday	3	Thursday
4	Anglers (see Sail Ct)	5	7	Monday - Thursday	Wednesday	4	Thursday
5	Ashton Lakes	8	128	Tuesday - Friday	Wednesday	5	Tuesday
6	Autumn Trail	2	100	Monday - Thursday	Wednesday	3	Monday
7	Azalea Ponte	2	25	Monday - Thursday	Wednesday	4	Monday
8	Banbury	4	31	Monday - Thursday	Wednesday	3	Thursday
9	Barclay Park	3	190	Monday - Thursday	Wednesday	3	Monday
10	Bayridge	1	19	Tuesday - Friday	Wednesday	6	Tuesday
11	Beacon Woods	7	176	Monday - Thursday	Wednesday	1	Monday
12	Bennett's Hammocks	2	45	Monday - Thursday	Wednesday	3	Monday
13	Bent Oaks	3	62	Tuesday - Friday	Wednesday	2	Friday
14	Bentwood	3	68	Tuesday - Friday	Wednesday	3	Tuesday
15	Brandy Hills	2	287	Monday - Thursday	Wednesday	3	Monday
16	Brinwood	6	338	Tuesday - Friday	Wednesday	4	Friday
17	Broken Bow Estates	3	19	Tuesday - Friday	Wednesday	3	Tuesday
18	Cambridge Estates	5	278	Tuesday - Friday	Wednesday	2	Friday
19	Cambridge Acres	5	See Villas	Tuesday - Friday	Wednesday	4	Friday
20	Cambridge Villas	5	117	Tuesday - Friday	Wednesday	1	Friday
21	Central Park	3	101	Tuesday - Friday	Wednesday	3	Tuesday
22	Commonwealth Estates	6	206	Tuesday - Friday	Wednesday	4	Friday
23	Cocuna Cove	7	143	Monday-Thursday	Wednesday	1	Monday
24	Coral Lakes (aka: Potato Patch)	3	See Sub	Monday - Thursday	Wednesday	4	Monday
25	Countryside	1	500	Monday - Friday	Wednesday	1	Tuesday
26	Countryside	4	146	Monday - Thursday	Wednesday	3	Thursday
27	Cove, The, see Gallen Ct & Cove Ct	3	12	Tuesday - Friday	Wednesday	3	Tuesday
28	Crane Lakes	7	802	Tuesday - Friday	Wednesday	2	Tuesday
29	Crystal Lake	roll off	roll off	Tuesday - Friday	Wednesday	4	Tuesday
30	Cross Creek	1	167	Monday - Thursday	Wednesday	2	Monday
31	Cypress Cove	1	182	Tuesday - Friday	Wednesday	1	Tuesday
32	Cypress Head	2	573	Tuesday - Friday	Wednesday	4	Tuesday
33	Deep Forest	7	283	Monday - Thursday	Wednesday	1	Thursday
34	Devonwood	3	61	Tuesday - Friday	Wednesday	2	Friday
35	Dunlawton Hills	5	228	Monday - Thursday	Wednesday	2	Thursday
36	Falcon Crest	5	50	Tuesday - Friday	Wednesday	3	Thursday
37	Forest Lakes Preserve	7	246	Tuesday - Friday	Wednesday	1	Tuesday
38	Foxboro	4	335	Tuesday - Friday	Wednesday	2	Friday
39	Freemanville, see Portona	6	See Portona	Monday - Thursday	Wednesday	4	Thursday
40	Galewood	2	109	Monday - Thursday	Wednesday	1	Thursday
41	Gladys White Acres	3	65	Tuesday - Friday	Wednesday	3	Tuesday
42	Glenwood Village	1	139	Monday - Thursday	Wednesday	2	Monday
43	Golden Pond Estates	5	56	Tuesday - Friday	Wednesday	3	Tuesday
44	Gray Acres	3	44	Monday - Thursday	Wednesday	4	Monday
45	Groves, The	3	282	Monday - Thursday	Wednesday	1	Monday
46	Halifax Estates	4	99	Tuesday - Friday	Wednesday	3	Friday
47	Halifax Mobile Estates	containers	Containers	Containers	Wednesday	4	Thursday
48	Hammlet, The	3	258	Tuesday - Friday	Wednesday	2	Friday
49	Hammocks, The	3	65	Monday - Thursday	Wednesday	4	Monday
50	Harbor Oaks, east side of US 1	6	156	Monday - Thursday	Wednesday	1	Thursday
51	Harbor Oaks, west side of US 1	6	252	Tuesday - Friday	Wednesday	3	Friday
52	Harbor Point	6	126	Monday - Thursday	Wednesday	1	Thursday
53	Harbor Town Village	6	132	Tuesday - Friday	Wednesday	2	Friday
54	Hawks Ridge	1	114	Tuesday - Friday	Wednesday	6	Tuesday
55	Hensel Hill East and West	1	30	Tuesday - Friday	Wednesday	3	Tuesday
56	Hickory Park	5	21	Tuesday - Friday	Wednesday	3	Tuesday
57	Hidden Lakes	1	348	Monday - Thursday	Wednesday	2	Monday

Exhibit G

City of Port Orange
Growing in Beauty and Opportunity
Garbage Route Schedule by Subdivision

Revised 1/19/009

	SUBDIVISIONS	Garbage Route #	Lot Counts	GARBAGE PICKUPS	YARD WASTE PICKUP	Recycle Route #	RECYCLING PICKUP
58	Hidden Oaks	3	17	Tuesday - Friday	Wednesday	3	Tuesday
59	Hidden Village	5	29	Monday - Thursday	Wednesday	2	Thursday
60	Highpoint Acres	1	21	Tuesday - Friday	Wednesday	6	Tuesday
61	Horton	7	52	Monday - Thursday	Wednesday	3	Monday
62	Hunt Club	1	163	Tuesday - Friday	Wednesday	1	Tuesday
63	Jackson Square	5	25	Monday - Thursday	Wednesday	2	Thursday
64	Kenbern	7	49	Monday - Thursday	Wednesday	1	Thursday
65	Kingswood	2	169	Monday - Thursday	Wednesday	1	Monday
66	Lamplighter	4	259	Monday - Thursday	Wednesday	3	Thursday
67	Landings (Small Lighthouse Point)	4	148	Monday - Thursday	Wednesday	4	Monday
68	Laurewood	3	323	Monday - Thursday	Wednesday	3	Monday
69	Leisure Villas	5	85	Tuesday - Friday	Wednesday	1	Friday
70	Lexington, The	6	12	Monday - Thursday	Wednesday	2	Thursday
71	Littletown Village	5	107	Monday - Thursday	Wednesday	2	Thursday
72	Lone Oak	3	106	Tuesday - Friday	Wednesday	3	Tuesday
73	Mac John	8	43	Monday - Friday	Wednesday	2	Tuesday
74	Madeline Heights	4	26	Monday - Thursday	Wednesday	3	Thursday
75	Maplewood	4	245	Tuesday - Friday	Wednesday	3	Friday
76	Nob Hill	1	36	Tuesday - Friday	Wednesday	6	Tuesday
77	Oakbrook	1	66	Monday - Thursday	Wednesday	2	Monday
78	Oak Hammock	4	53	Monday - Thursday	Wednesday	3	Thursday
79	Oakland Park	5	144	Tuesday - Friday	Wednesday	3	Tuesday
80	Parkwood	4	371	Tuesday - Friday	Wednesday	3	Friday
81	Parkwood South	4	144	Tuesday - Friday	Wednesday	3	Friday
82	Pepper Hill	4	23	Monday - Thursday	Wednesday	3	Thursday
83	Pleasant Run	1	16	Tuesday - Friday	Wednesday	6	Tuesday
84	Pleasant Run West	1	15	Tuesday - Friday	Wednesday	6	Tuesday
85	Pickwick Village	2	432	Monday - Thursday	Wednesday	1	Monday
86	Pinnacle Park	8	60	Tuesday - Friday	Wednesday	5	Tuesday
87	Port Orange Landings (Big Lighthouse Point)	4	286	Monday - Thursday	Wednesday	4	Monday
88	Port Orange Trailer Park	6	12	Containers	Wednesday	4	Thursday
89	Portona	6	266	Monday - Thursday	Wednesday	4	Thursday
90	Port Orange Plantation	7	86	Monday - Thursday	Wednesday	1	Monday
91	Potato Patch, The (aka, Coral Lake)	3	127	Monday - Thursday	Wednesday	4	Monday
92	Rainfree	3	114	Tuesday - Friday	Wednesday	2	Tuesday
93	Ravenwood	2	97	Monday - Thursday	Wednesday	1	Monday
94	Reedy Creek Acres(Mac Jon)	8	See MacJon	Tuesday - Friday	Wednesday	2	Tuesday
95	River Oaks	5	28	Tuesday - Friday	Wednesday	3	Tuesday
96	Riverwood	5	453	Tuesday - Friday	Wednesday	1	Friday
97	Riverwood Plantation	5	See Riverwood	Tuesday - Friday	Wednesday	1	Friday
98	Rolling Hills Estates	1	46	Tuesday - Friday	Wednesday	6	Tuesday
99	Royal Palm	7	338	Monday - Thursday	Wednesday	3	Monday
100	Ryanwood	3	47	Monday - Thursday	Wednesday	2	Thursday
101	Sable Creek	8	196	Tuesday - Friday	Wednesday	5	Tuesday
102	Sanctuary on Spruce Creek	8	300	Tuesday - Friday	Wednesday	5	Tuesday
103	Sandwood Estates	3	29	Monday - Thursday	Wednesday	4	Monday
104	Sawgrass Point	8	101	Tuesday - Friday	Wednesday	5	Tuesday
105	Seabird Island	Containers	Containers	Containers	Wednesday	4	Thursday
106	Seminole Woods	3	51	Tuesday - Friday	Wednesday	3	Tuesday
107	Setlings, The, see Ramtree	3	See Ramtree	Tuesday - Friday	Wednesday	2	Tuesday
108	Shallowbrook	5	112	Monday - Thursday	Wednesday	2	Thursday
109	Silver Creek	2	57	Monday - Thursday	Wednesday	3	Monday
110	Silver Oaks (see Kokomo Cir & Kokomo Dr)	5	21	Monday - Thursday	Wednesday	2	Thursday
111	Sky Meadows (See Millicent Ct & Aruna Dr)	8	14	Tuesday - Friday	Wednesday	2	Tuesday
112	Skylake	8	189	Tuesday - Friday	Wednesday	2	Tuesday
113	Sleepy Hollow	5	175	Monday - Thursday	Wednesday	2	Thursday
114	Southern Oaks	2	35	Monday - Thursday	Wednesday	1	Thursday
115	Southern Pines	4	65	Tuesday - Friday	Wednesday	1	Friday

Exhibit G

City of Port Orange
Growing in Beauty and Opportunity
Garbage Route Schedule by Subdivision

Revised 1/19/09

	SUBDIVISIONS	Garbage Route #	Lot Counts	GARBAGE PICKUPS	YARD WASTE PICKUP	Recycle Route #	RECYCLING PICKUP
116	Southport	1	64	Tuesday - Friday	Wednesday	2	Tuesday
117	Southwinds	4	198	Monday - Thursday	Wednesday	4	Monday
118	Spanish Oaks (NEVER BUILT)	not built	not built	Monday - Thursday	Wednesday	not built	Thursday
119	Springwood Square	Containers	Containers	Containers	Wednesday	3	Thursday
120	Springwood Village (aka Willowlake)	4	96	Monday - Thursday	Wednesday	3	Thursday
121	Spruce Creek Estates	5	55	Tuesday - Friday	Wednesday	3	Tuesday
122	Spruce Creek Run	1	13	Tuesday - Friday	Wednesday	6	Tuesday
123	Spruce Creek Village	4	113	Tuesday - Friday	Wednesday	1	Friday
124	Spruce Creek Woods	1	36	Tuesday - Friday	Wednesday	6	Tuesday
125	Spruce Estates	4	26	Tuesday - Friday	Wednesday	3	Friday
126	Steeple Chase, Countryside	1	see C-side	Tuesday - Friday	Wednesday	1	Tuesday
127	Steeple Chase	8	148	Tuesday - Friday	Wednesday	5	Tuesday
128	Sugar Forest	4	119	Monday - Thursday	Wednesday	3	Thursday
129	Sugar Grove	4	9	Monday - Thursday	Wednesday	3	Thursday
130	Sugar Mill	4	123	Monday - Thursday	Wednesday	3	Thursday
131	Summerfield	5	14	Tuesday - Friday	Wednesday	1	Friday
132	Summitrees	7	235	Tuesday - Friday	Wednesday	5	Tuesday
133	Summitrees South	7	217	Tuesday - Friday	Wednesday	5	Tuesday
134	Sun Lake	5	57	Tuesday - Friday	Wednesday	3	Tuesday
135	Sunrise Oaks	3	118	Monday - Thursday	Wednesday	4	Monday
136	Sunset Cove	3	46	Monday - Thursday	Wednesday	4	Monday
137	Sweetwater Estates	8	108	Tuesday - Friday	Wednesday	2	Tuesday
138	Sweetwater Hills	1	209	Tuesday - Friday	Wednesday	6	Tuesday
139	Tanglewood	5	280	Monday - Thursday	Wednesday	4	Thursday
140	Taylor Woods	8	90	Tuesday - Friday	Wednesday	5	Tuesday
141	Terrace Village	2	30	Monday - Thursday	Wednesday	3	Monday
142	Towering Oaks	5	14	Monday - Thursday	Wednesday	2	Thursday
143	Townhomes North & West	3	120	Monday - Thursday	Wednesday	4	Monday
144	Town Park	1	258	Monday - Thursday	Wednesday	2	Monday
145	Trailwood	5	39	Tuesday - Friday	Wednesday	1	Friday
146	Treasure Isle	6	138	Tuesday - Friday	Wednesday	3	Friday
147	Treelap	5	86	Tuesday - Friday	Wednesday	1	Friday
148	Twin Gates	2	177	Monday - Thursday	Wednesday	3	Monday
149	Victoria Garden Apts	1	Commercial	Tuesday - Friday	Wednesday	1	Tuesday
150	Vikings, The	3	61	Monday - Thursday	Wednesday	4	Monday
151	Vineyards, The	7	108	Tuesday - Friday	Wednesday	6	Tuesday
152	Waterbridge, Countryside	2	87	Monday - Thursday	Wednesday	1	Monday
153	Watersedge	2	967	Tuesday - Friday	Wednesday	4	Tuesday
154	White Acres (See Gladys White Acres)	3	See Gladys White	Tuesday - Friday	Wednesday	3	Tuesday
155	Williams Mobile Home Park	4	126	Monday - Thursday	Wednesday	1	Friday
156	Willow Lakes (aka Springwood Village)	4	see S-wood Village	Monday - Thursday	Wednesday	3	Thursday
157	Willow Run	1	360	Monday - Thursday	Wednesday	2	Monday
158	Windsor Colony	3	20	Tuesday - Friday	Wednesday	3	Tuesday
159	Windsor Hill	7	114	Tuesday - Friday	Wednesday	6	Tuesday
160	Winter Park	3	105	Tuesday - Friday	Wednesday	3	Tuesday
161	Winter Woods	7	182	Monday - Thursday	Wednesday	3	Monday
162	Woodlake	5	178	Monday - Thursday	Wednesday	2	Thursday
163	Woods of Port Orange	5	102	Tuesday - Friday	Wednesday	1	Friday
Total House Count			20677				

Exhibit H

City of Port Orange
Growing in Beauty and Opportunity
Garbage Route Schedule by Streets not in Subdivisions

Revised 12/9/05
 Revised 1/19/09

STREET LISTING	Subdivision	Garbage Route #	House Count	GARBAGE PICKUPS	YARD WASTE PICKUP	Recycle Route #	RECYCLING PICKUP
1 1st thru 6th Street	Portonia	6	See Sub	Monday - Thursday	Wednesday	2	Thursday
2 1A Street		8	no homes	Monday - Thursday	Wednesday	2	Thursday
3 Acacia Circle		8	13	Tuesday - Friday	Wednesday	3	Friday
4 Acacia Drive		2	14	Tuesday - Friday	Wednesday	3	Friday
5 Airport Road		6	Comm	Tuesday - Friday	Wednesday	5	Tuesday
6 Appleton Ave		6	Comm	Monday - Thursday	Wednesday	4	Thursday
7 Amber Circle	Amber Village	4	See Sub	Monday - Thursday	Wednesday	3	Thursday
8 Anna Circle		2	1	Tuesday - Friday	Wednesday	5	Tuesday
9 Appleview Way	Countryside	2	see sub	Tuesday - Friday	Wednesday	1	Tuesday
10 Ash Avenue (by Acacia Dr. and Baywood)		6	7	Tuesday - Friday	Wednesday	3	Friday
11 Ashby Circle	Amber Village	4	See Sub	Monday - Friday	Wednesday	3	Thursday
12 Azalea Street		6	12	Tuesday - Friday	Wednesday	4	Friday
13 B Street		5	no homes	Monday - Thursday	Wednesday	4	Thursday
14 Barfield Avenue	Alandale	6	See Sub	Tuesday - Friday	Wednesday	4	Friday
15 Bayshore Drive East	Harbor Oaks	7	See Sub	Monday - Thursday	Wednesday	1	Thursday
16 Bayshore Drive West	Harbor Oaks	6	See Sub	Tuesday - Friday	Wednesday	3	Friday
17 Bayview Lane		4	34	Tuesday - Friday	Wednesday	1	Friday
18 Baywood Avenue		4	8	Tuesday - Friday	Wednesday	1	Friday
19 Baywood Circle		6	20	Tuesday - Friday	Wednesday	3	Friday
20 Bears Trail		4	2	Monday - Thursday	Wednesday	3	Thursday
21 Biro Drive		4	15	Monday - Thursday	Wednesday	3	Thursday
22 Bobcat Trail		4	2	Monday - Thursday	Wednesday	3	Thursday
23 Boggs-Ford Road	Skylake	6	See Sub	Tuesday - Friday	Wednesday	2	Tuesday
24 Boyle Street	Mac John	6	See Sub	Tuesday - Friday	Wednesday	3	Tuesday
25 Brella Street	Harbor Oaks	6	See Sub	Tuesday - Friday	Wednesday	3	Friday
26 Broken Bow	Broken Bow Estates Semmola Woods	3	See Sub	Tuesday - Friday	Wednesday	3	Friday
27 Brook Lane		8	no homes	Tuesday - Friday	Wednesday	2	Tuesday
28 Bruner Road	Vikings	3	see sub	Monday - Thursday	Wednesday	4	Monday
29 Burgoyne Road	Harbor Point	6	See Sub	Tuesday - Friday	Wednesday	4	Friday
30 Burklin Place		2	no homes	Monday - Thursday	Wednesday	2	Thursday
31 Butternut Lane		2	13	Monday - Thursday	Wednesday	1	Monday
32 Cactus Street		3	22	Tuesday - Friday	Wednesday	3	Friday
33 Canaview Blvd.		6	6	Monday - Thursday	Wednesday	1	Thursday
34 Canton Place		6	5	Monday - Thursday	Wednesday	2	Thursday
35 Cedar Creek		6	5	Monday - Thursday	Wednesday	1	Thursday
36 Cedar Street		7	See Sub	Tuesday - Friday	Wednesday	3	Tuesday
37 Charles Blvd.	Harbor Oaks	3 & 5	48	Monday - Thursday	Wednesday	4	Thursday
38 Charles Street	Portonia	4	See Sub	Monday - Thursday	Wednesday	3	Thursday
39 Chipmunk Trail		6	See Sub	Tuesday - Friday	Wednesday	4	Friday
40 Christianity Avenue	Alandale, Briarwood	4	See Sub	Monday - Friday	Wednesday	4	Thursday
41 Christy Drive		6	16	Monday - Thursday	Wednesday	3	Thursday
42 Church Street		2	13	Monday - Thursday	Wednesday	4	Thursday
43 City Center Circa, Drive, Blvd.		2	3	Monday - Thursday	Wednesday	3	Monday
44 Clara Street		2	5	Monday - Thursday	Wednesday	3	Monday
45 Clark Place	Alandale	6	See Sub	Monday - Thursday	Wednesday	1	Monday
46 Clyde Morns Blvd.		2	8	Monday - Thursday	Wednesday	1	Monday
47 Coconut Row		6	7	Monday - Thursday	Wednesday	4	Thursday
48 Commonwealth Blvd.		6	28	Monday - Friday	Wednesday	4	Friday
49 Coral Way		6	12	Monday - Thursday	Wednesday	4	Thursday
50 Country Lane	Countryside	1	See Sub	Tuesday - Friday	Wednesday	1	Tuesday
51 Cove Court	Cove, The	3	See Sub	Tuesday - Friday	Wednesday	3	Tuesday
52 Crowell Street	Alandale	5	See Sub	Monday - Thursday	Wednesday	4	Thursday
53 Dagwood Circle		6	3	Monday - Thursday	Wednesday	4	Thursday
54 Dairy Court		5	Comm	Monday - Thursday	Wednesday	2	Thursday
55 Dailford Road	White Acres	3	See Sub	Tuesday - Friday	Wednesday	3	Tuesday
56 Dogwood Road		8	14	Tuesday - Friday	Wednesday	2	Friday
57 Dubois Avenue		6	See Sub	Monday - Thursday	Wednesday	4	Thursday
58 Dunlawton Avenue east of Nova Rd	Alandale, Harbor Town Village	2	no homes	Monday - Thursday	Wednesday	4	Thursday
59 Dunlawton Avenue west of Nova Rd.		commercial	commercial	Tuesday - Friday	Wednesday	commercial	Monday
60 Eagle Lake Trail	Countryside Commercial	6		Monday - Thursday	Wednesday	2	Monday
61 Eddy Lane	Port Orange Trailer Park	6	See Sub	Monday - Thursday	Wednesday	4	Thursday
62 Elbow Lane		3	6	Tuesday - Friday	Wednesday	3	Friday
63 Elm Street		6	37	Tuesday - Friday	Wednesday	4	Friday
64 Emerald Drive		6	6	Tuesday - Friday	Wednesday	4	Friday
65 Emerald Road		6	See Sub	Tuesday - Friday	Wednesday	4	Friday
66 Emerald Street	Alandale	6	See Sub	Tuesday - Friday	Wednesday	3	Friday
67 Flanier Avenue	Commonwealth	6	See Sub	Tuesday - Friday	Wednesday	4	Thursday
68 Fleming Avenue		6 & 5	8	Monday - Thursday	Wednesday	1	Thursday
69 Fox Place		5	8	Monday - Thursday	Wednesday	4	Thursday
70 Francis Street		2	12	Monday - Thursday	Wednesday	3	Monday
71 Freda Lane		3	5	Tuesday - Friday	Wednesday	3	Tuesday

Exhibit H

City of Port Orange Growing in Beauty and Opportunity Garbage Route Schedule by Streets not in Subdivisions

Revised 12/9/05
Revised 11/19/09

STREET LISTING	Subdivision	Garbage Route #	House Count	GARBAGE PICKUPS	YARD WASTE PICKUP	Recycle Route #	RECYCLING PICKUP
72 Gallen Court	Cove, The	3	See Sub commercial	Tuesday - Friday Commercial	Wednesday	3	Tuesday
73 Gladys Street	White Acres	3	See Sub	Tuesday - Friday	Wednesday	3	Tuesday
74 Gladys Street	White Acres	2	See Sub	Tuesday - Friday	Wednesday	4	Tuesday
75 Golf Villa Drive		2	See Sub	Monday - Thursday	Wednesday	3	Monday
76 Gordon Street		5	24	Monday - Thursday	Wednesday	3	Thursday
77 Grant Street		4	31	Monday - Thursday	Wednesday	1	Friday
78 Greentier Avenue		6	37	Monday - Thursday	Wednesday	1	Thursday
79 Hallfax Drive	Portona	6	See Sub	Monday - Thursday	Wednesday	4	Thursday
80 Henry Street		1	15	Tuesday - Friday	Wednesday	6	Tuesday
81 Hensel Hill East		1	15	Tuesday - Friday	Wednesday	6	Tuesday
82 Hensel Hill West		1	23	Tuesday - Friday	Wednesday	9	Tuesday
83 Hensel Road		6	3	Monday - Thursday	Wednesday	2	Monday
84 Hero Court		2	15	Monday - Thursday	Wednesday	2	Monday
85 Herbert Street (New Road to Clyde Mears Blvd.)		6	85	Monday - Thursday	Wednesday	2	Monday
86 Herbert Street (Nova Road to Hallfax Drive)		6	14	Monday - Thursday	Wednesday	4	Friday
87 Hickory Avenue		6	19	Tuesday - Friday	Wednesday	4	Friday
88 Hickory Avenue		6	no homes	Tuesday - Friday	Wednesday	2	Tuesday
89 Homer Road (West of 95 north of Taylor)	Mac John	7	See Sub	Tuesday - Friday	Wednesday	2	Tuesday
90 Houston Street	Allendale	5	See Sub	Monday - Thursday	Wednesday	4	Thursday
91 Howe Street	Beacon Woods	7	See Sub	Monday - Thursday	Wednesday	1	Thursday
92 Hugh Street		5	28	Monday - Thursday	Wednesday	4	Thursday
93 Isabelle Avenue (north of Commonwealth)		6	6	Tuesday - Friday	Wednesday	4	Friday
94 Isabelle Avenue (south of Commonwealth)		6	4	Tuesday - Friday	Wednesday	4	Friday
95 Jacaranda Avenue		48.5	60	Monday - Thursday	Wednesday	2&3	Thursday
96 Jackson Street		7	no homes	Tuesday - Friday	Wednesday	2	Thursday
97 Jacobus Road	Portona	5	See Sub	Monday - Thursday	Wednesday	3	Thursday
98 James Street		5	13	Monday - Thursday	Wednesday	4	Thursday
99 Jane Ann Street		2	2	Monday - Thursday	Wednesday	1	Thursday
100 Jean France Lane		5	20	Monday - Thursday	Wednesday	4	Thursday
101 Jefferson Avenue		6	See Sub	Monday - Thursday	Wednesday	4	Thursday
102 John Street	Portona	6	3	Monday - Thursday	Wednesday	2	Thursday
103 Judaea Lane		3	See Sub	Monday - Thursday	Wednesday	2	Thursday
104 Kenwood Drive	Ryanwood	6	See Sub	Monday - Thursday	Wednesday	1	Thursday
105 Kirby Place	Allendale	5	See Sub	Monday - Thursday	Wednesday	2	Thursday
107 Kokomo Drive	Silver Oak	5	See Sub	Monday - Thursday	Wednesday	2	Thursday
108 Lafayette Street	Silver Oak	5	80	Monday - Thursday	Wednesday	4	Thursday
109 Lancelwood Circle		6	29	Tuesday - Friday	Wednesday	4	Friday
110 Lancelwood Drive		6	46	Tuesday - Friday	Wednesday	4	Friday
111 Landis Avenue	Allendale, Harbor Town Village	6	See Sub	Tuesday - Friday	Wednesday	3	Friday
112 Legion Place		3	12	Monday - Thursday	Wednesday	4	Thursday
113 Lemon Street	Lexington, The	6	8	Monday - Thursday	Wednesday	2	Thursday
114 Lex Court		4	4	Monday - Thursday	Wednesday	2	Thursday
115 Little Creek Court		6	See Sub	Monday - Thursday	Wednesday	2	Thursday
116 Locust Street		4	4	Monday - Thursday	Wednesday	4	Thursday
117 Lone Palm Ln	Port Orange Trailer Park	8	See Sub	Monday - Thursday	Wednesday	4	Thursday
118 Louisville Street		3 & 4	15	Monday - Thursday	Wednesday	3	Thursday
119 Madison Avenue	Harbor Oaks	7	See Sub	Tuesday - Friday	Wednesday	1	Thursday
120 Magnolia Avenue East	Harbor Oaks	6	See Sub	Tuesday - Friday	Wednesday	3	Friday
121 Magnolia Avenue West	Harbor Oaks	6	See Sub	Monday - Thursday	Wednesday	4	Thursday
122 Magnolia Street	Harbor Oaks	7	See Sub	Monday - Thursday	Wednesday	3	Thursday
123 McCallum Street		4	28	Monday - Thursday	Wednesday	3	Thursday
124 McQuaid Road		7	no homes	Monday - Thursday	Wednesday	1	Monday
125 McGinnis Avenue		6	no homes	Monday - Thursday	Wednesday	1	Monday
126 Mosker Place		6	27	Monday - Thursday	Wednesday	4	Thursday
127 Millbrook Avenue		5	5	Monday - Thursday	Wednesday	4	Thursday
128 Monroe Place		6	2	Monday - Thursday	Wednesday	3	Friday
129 Monroe Street		6	12	Monday - Thursday	Wednesday	4	Thursday
130 Moss Avenue		6	6	Monday - Thursday	Wednesday	4	Thursday
131 Nancy Circle		7	See Sub	Tuesday - Friday	Wednesday	3	Friday
132 Newton Road	Hickory Pk, Oakland Pk, White Acres, Windsor Colony	4	39	Tuesday - Friday	Wednesday	3	Thursday
133 Nixon Lane		6	1	Monday - Thursday	Wednesday	1	Monday
134 Norman Street		6	18	Monday - Thursday	Wednesday	4	Thursday
135 Normandy Blvd		4	See Sub	Monday - Thursday	Wednesday	3	Thursday
136 North Swallow Tail Drive	Waterbridge	4	1	Monday - Thursday	Wednesday	1	Monday
137 Nova Road, north City Limits to North Swallowtail		4	30	Monday - Thursday	Wednesday	3	Thursday
138 Nova Road, North Swallowtail to Farmbrook		4	commercial	Tuesday - Friday	Wednesday	4	Friday
139 Oak Street		5	55	Monday - Thursday	Wednesday	4	Thursday
140 Oak Street	Harbor Oaks	6	See Sub	Tuesday - Friday	Wednesday	3	Friday
141 Oak Street		6	See Sub	Tuesday - Friday	Wednesday	4	Thursday

Exhibit H

City of Port Orange
Growing in Beauty and Opportunity
Garbage Route Schedule by Streets not in Subdivisions

Revised 12/20/05
 Revised 11/18/09

STREET LISTING	Subdivision	Garbage Route #	House Count	GARBAGE PICKUPS	YARD WASTE PICKUP	Recycle Route #	RECYCLING PICKUP
142 Oates Avenue	Allendale	6	See Sub	Tuesday - Friday	Wednesday	4	Friday
143 Ocean Avenue		6	22	Monday - Thursday	Wednesday	4	Thursday
144 Old Dunlawton Avenue		3	3	Monday - Thursday	Wednesday	2	Thursday
145 Old Sugar Mill Road	Commonwealth	4	33	Monday - Thursday	Wednesday	3	Thursday
146 Orange Avenue, north of Commonwealth		5	See Sub	Monday - Thursday	Wednesday	4	Thursday
147 Orange Blvd.		5	9	Monday - Thursday	Wednesday	3	Thursday
148 Orange St		5	no homes	Tuesday - Friday	Wednesday	4	Friday
149 Orchard Street		5	7	Monday - Thursday	Wednesday	4	Thursday
150 Overlook Trail	Herbert Oaks	3	13	Monday - Thursday	Wednesday	4	Thursday
151 Palm Avenue		6	See Sub	Tuesday - Friday	Wednesday	3	Friday
152 Palm Circle Drive		6	11	Tuesday - Friday	Wednesday	3	Friday
153 Palmetto Street		6	34	Monday - Thursday	Wednesday	4	Thursday
154 Park Lane	Halifax Mobile Estates	Containers	Containers	Monday - Thursday	Wednesday	Containers	Thursday
155 Pat Helen Drive		4	See Sub	Monday - Thursday	Wednesday	3	Friday
156 Penninsula Drive		8	36	Monday - Thursday	Wednesday	2	Thursday
157 Penninsula Lane		8	no homes	Tuesday - Friday	Wednesday	2	Friday
158 Penninsula Lane		3	no homes	Tuesday - Friday	Wednesday	2	Friday
159 Pineland Ave. north of Commonwealth	Commonwealth, Allendale, Briarwood	5	See Sub	Monday - Thursday	Wednesday	4	Thursday
160 Pinewood Drive	Countryside	2	see sub	Tuesday - Friday	Wednesday	1	Thursday
161 Pionosa Avenue		6	14	Tuesday - Friday	Wednesday	3	Friday
162 Pionosa Avenue		6	56	Tuesday - Friday	Wednesday	4	Friday
163 Powers Avenue		3	21	Monday - Thursday	Wednesday	2	Thursday
164 Priola Road	Portonia	3	11	Tuesday - Friday	Wednesday	3	Thursday
165 Railroad Street	Briarwood	6	See Sub	Monday - Thursday	Wednesday	3	Thursday
166 Regency Blvd.	Pickwick Village	5	See Sub	Tuesday - Friday	Wednesday	4	Friday
167 Regency Drive	Seminole Woods	3	See Sub	Monday - Thursday	Wednesday	1	Monday
168 Renegade lane	Hidden Oaks, White Acres	3	See Sub	Tuesday - Friday	Wednesday	3	Tuesday
169 Renner Road	Southwinds, Sunrise Oaks	3	See Sub	Monday - Thursday	Wednesday	4	Monday
170 Richel Drive		6&7	30	Monday - Thursday	Wednesday	1	Thursday
171 Ridgewood Avenue		6&7	147	Monday - Thursday	Wednesday	1	Thursday
172 Riverside Drive	Portonia	6	11	Monday - Thursday	Wednesday	4	Thursday
173 Riverview Lane		6	See Sub	Tuesday - Friday	Wednesday	4	Friday
174 Robert Street		3	2	Monday - Thursday	Wednesday	2	Thursday
175 Roselle Street		6	3	Monday - Thursday	Wednesday	4	Thursday
176 Rudy Lane		3	15	Monday - Thursday	Wednesday	2	Thursday
177 Ruth Street		3	2	Tuesday - Friday	Wednesday	3	Tuesday
178 Rutters Road	Anglers	5	See Sub	Monday - Thursday	Wednesday	4	Thursday
179 Sai Court		7	51	Monday - Thursday	Wednesday	3	Thursday
180 Samms Avenue	Woodlake	5	See Sub	Monday - Thursday	Wednesday	2	Thursday
181 Sanders Road	Mac John	8	See Sub	Tuesday - Friday	Wednesday	2	Tuesday
182 Sandra Street	Terrace Village	1	See Sub	Monday - Thursday	Wednesday	3	Monday
183 Sandy Terrace Court		4	no homes	Monday - Thursday	Wednesday	3	Monday
184 Sault Street		1	no homes	Monday - Thursday	Wednesday	2	Monday
185 Schoolhouse Drive		5	2	Monday - Thursday	Wednesday	2	Thursday
186 Seim Circle	Herbert Oaks	6	See Sub	Monday - Thursday	Wednesday	1	Thursday
187 Seminole Street		6	14	Monday - Thursday	Wednesday	4	Thursday
188 Shamrock Drive		6	38	Monday - Thursday	Wednesday	3	Thursday
189 South Peninsula Drive	Countryside	1	See Sub	Tuesday - Friday	Wednesday	1	Tuesday
190 South Swallowtail Drive	Halifax Mobile Estates	4	See Sub	Tuesday - Friday	Wednesday	1	Friday
191 Spartan Avenue	Countryside	2	see sub	Tuesday - Friday	Wednesday	1	Friday
192 Springview Drive		3&3	26	Tuesday - Friday	Wednesday	23	Friday
193 Spruce Creek Road (Commonwealth to Anthony Drive)		4&5	465	Monday - Thursday	Wednesday	2&3	Thursday
194 Spruce Creek Road (Dunlawton to Commonwealth Blvd.)	Sweetwater Estates	4	See Sub	Tuesday - Friday	Wednesday	2	Thursday
195 Stewart Avenue	Sugar Mill	4	See Sub	Monday - Thursday	Wednesday	3	Thursday
196 Sugar Plum Lane	Summerfield	5	See Sub	Tuesday - Friday	Wednesday	3	Friday
197 Sunnycare Drive		4	24	Monday - Thursday	Wednesday	3	Friday
198 Sweetwater Lane	Sweetwater Estates	8	See Sub	Tuesday - Friday	Wednesday	2	Thursday
199 Sweetwater Blvd.	Commonwealth	6	See Sub	Tuesday - Friday	Wednesday	3	Friday
200 Sycamore Street		6	8	Monday - Thursday	Wednesday	4	Thursday
201 Tain Circle	Allendale, Commonwealth, Briarwood	8	See Sub	Monday - Thursday	Wednesday	2	Thursday
202 Taylor Avenue		8	See Sub	Tuesday - Friday	Wednesday	2	Tuesday
203 Taylor Branch Road		8	2	Tuesday - Friday	Wednesday	2	Tuesday
204 Taylor Road (Oxon Street to Spruce Creek Road)		3	20	Tuesday - Friday	Wednesday	2	Friday
205 Taylor Road (Oxon Street to Dunlawton Avenue)		8	7	Tuesday - Friday	Wednesday	2	Tuesday
206 Taylor Road (Dunlawton Avenue to Airport Road)		7	no homes	Monday - Thursday	Wednesday	1	Monday
207 Town West Blvd.	Cambridge Acres	1	3	Monday - Thursday	Wednesday	3	Monday
208 Trails End Drive	Countryside Commercial	8&5	See Sub	Tuesday - Friday	Wednesday	1	Friday
209 Trailwood Drive	Harbor Point	1	See Sub	Tuesday - Friday	Wednesday	1	Tuesday
210 Turtle Creek Drive	Halifax Mobile Estates	6	See Sub	Tuesday - Friday	Wednesday	4	Friday
211 Turton Lane		6	See Sub	Tuesday - Friday	Wednesday	3	Friday
212 Vagabond Drive	White Acres	6	2	Monday - Thursday	Wednesday	4	Thursday
213 Valley Street		3	See Sub	Tuesday - Friday	Wednesday	3	Tuesday
214 Vaughn Road	Countryside	7	See Sub	Tuesday - Friday	Wednesday	1	Thursday
215 Venetian Circle		1	no homes	Tuesday - Friday	Wednesday	1	Tuesday
216 Victoria Gardens Blvd.		5	17	Monday - Thursday	Wednesday	4	Thursday
217 Village Trail		1	4	Tuesday - Friday	Wednesday	6	Tuesday
218 Virginia Avenue		6	2	Monday - Thursday	Wednesday	3	Monday
219 Vista View Circle		2	3	Monday - Thursday	Wednesday	4	Thursday
220 Voss Place		6	7	Monday - Thursday	Wednesday	4	Thursday
221 Wellfield Drive		6		Monday - Thursday	Wednesday		
222 Wellman Street		6		Monday - Thursday	Wednesday		

Exhibit H

City of Port Orange
Growing in Beauty and Opportunity
Garbage Route Schedule by Streets not in Subdivisions

Revised 12/9/05
 Revised 1/19/09

STREET LISTING	Subdivision	Garbage Route #	House Count	GARBAGE PICKUPS	YARD WASTE PICKUP	Recycle Route #	RECYCLING PICKUP
223 Westridge Avenue	Allandale	6	See Sub	Monday - Thursday	Wednesday	4	Thursday
224 White Cap Avenue		6	1	Monday - Thursday	Wednesday	4	Thursday
225 White Place		6	9	Monday - Thursday	Wednesday	1	Thursday
226 Williams Lane		8	3	Tuesday - Friday	Wednesday	2	Thursday
227 Williams Road		8	6	Tuesday - Friday	Wednesday	2	Thursday
228 Williams Street	Tanglewood, Portona	5	See Sub	Monday - Thursday	Wednesday	4	Thursday
229 Williamson Blvd south of Taylor		1	5	Tuesday - Friday	Wednesday	4	Thursday
230 Williamson Blvd north of Taylor		2	4	Monday - Thursday	Wednesday	1	Monday
231 Willis Avenue		6	4	Monday - Thursday	Wednesday	4	Thursday
232 Willow Avenue North		6	19	Tuesday - Friday	Wednesday	3	Friday
233 Willow Avenue South	Cambridge Villas	6	27	Monday - Thursday	Wednesday	3	Friday
234 Willow Run Blvd.		1	24	Tuesday - Friday	Wednesday	2	Monday
235 Wilshire Blvd.		8	See Sub	Tuesday - Friday	Wednesday	1	Friday
236 Windsor Drive		4	See Sub	Tuesday - Friday	Wednesday	3	Friday
237 Wood Street		6	See Sub	Tuesday - Friday	Wednesday	4	Friday
238 Woodbrier Trail	Countryside	1	See Sub	Tuesday - Friday	Wednesday	1	Tuesday
239 Woodcliff Road		3	17	Tuesday - Friday	Wednesday	2	Tuesday
240 Yorktowne Blvd.		1	no homes	Monday - Thursday	Wednesday	2	Monday
Total			2335				

Exhibit I

Veolia Daily Driver Operational Plan Subject to change Monthly depending on Yard Waste Season Revised 2/3/11

Month of	Jan-11					
	Mon	Tues	Wed	Thurs	Fri	Sat.
Commercial Front Load	1	1	1	1	1	1
Commercial Recycling	1	N/A	N/A	N/A	N/A	
Cherry Pickers	2	2	2	2	2	
Container Delivery	1	1	1	1	1	
Roll Off	1	1	1	1	1	
Garbage Packers	8	9	N/A	7	9	
* Yard Waste Packers			10	3	2	
Recycle Trucks	4	6	0	4	4	
Helpers						
Spare Back-up Drivers	18	20	15	19	20	1

* To have all yard waste collected by Friday, you most likely will have to run 2 yard waste packer's Thursday and Friday to assist the Cherry Pickers. See yard waste tonnage summary below.

Current Drivers 23
Long term disability 0
Short term disability 0

Total Active Drivers 23

Drivers Needed 20 to cover Tuesday & Friday routes
(shortage) surplus 3 support drivers available

	Historical Yard Waste Tonnage not including Hurricane Tonnage												3 hurricanes		
	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010					
Oct	569	644	782	902	1479	893	676	849							
Nov Fall Cleanup	538	693	715	898	1143	955	698	768							
Dec	351	440	462	615	773	529	361	506							
Jan	573	675	647	707	728	772	715	770							
Feb	803	615	855	784	669	790	669	790							
Mar	1148	912	1341	1390	1220	887	1007	884							
April	789	943	1219	1256	1136	922	1040	1127							
May Spring Cleanup	704	887	819	901	1143	969	980	844							
June	576	571	731	954	1295	719	892	703							
July	549	824	890	1132	743	733	778	1029							
Aug 2005 3 Hurricanes	471	701	765	667	884	752	899	1043	TS Fay						
Sept	781	639	751	842	870	778	775	896							
Total	7852	8544	9977	11048	12208	9534	9490	10309	0	10559	10857				

Exhibit J
City of Port Orange

FY 2009-2010 Tonnage Summary

Commercial				Amount	Residential				
Garbage Tons	Amount	Yard Waste	Amount	Curbside Recycling	Garbage Tons	Amount	Yard Waste	Amount	
Oct 31,2009	742.70	25,251.80			1,537.21	52,265.14	758.90	18,261.25	
Nov	715.56	24,329.04			1,621.14	55,118.76	751.78	18,306.44	
Dec	708.14	24,076.76			1,770.38	60,192.92	643.17	15,320.00	
31-Jan-10	779.72	26,510.48			1,658.36	55,665.48	686.46	16,295.23	
Feb	752.68	25,591.12			1,482.64	49,877.22	845.96	20,044.13	
Mar	914.07	31,078.38			1,799.24	59,340.57	1,466.08	34,436.77	
April	788.30	26,802.20			1,819.24	60,627.47	1,515.97	35,877.61	
May	817.81	27,805.54			1,611.67	53,795.82	985.82	23,534.16	
June	869.27	29,555.18			1,629.64	55,407.76	927.08	22,335.14	
July	812.63	27,500.53			1,602.46	54,019.78	706.86	17,054.93	
Aug	793.46	26,977.64			1,673.46	56,897.64	749.77	18,009.75	
Sept	734.02	24,956.68			1,463.37	49,754.72	826.89	20,123.30	
TOTAL	0.00	9,428.36	320,435.35	0.00	0.00	19,668.81	662,963.28	10,864.74	259,598.71

98tonsum

Exhibit K

ACCEPTANCE OF DISASTER PREPAREDNESS PLAN

Onyx and the City of Port Orange hereby accept the Disaster Preparedness Plan (the "Plan") dated May 24, 2005 and hereby incorporate the Plan in the Contract for Collection and Disposal of Solid Waste, Yard Waste, Recyclable Materials and Street Sweeping, (Bid #B01-16) effective October 1, 2001 through September 30, 2006.

Onyx Waste Services Southeast, Inc.

By: [Signature]
 Name: PHILIP E. ISSUS
 Title: President
 Attest: [Signature]
 Secretary

Date: MAY 26, 2005
 (Corporate Seal) None

City of Port Orange, a Florida municipal corporation

By: [Signature]
 Allen Green, Mayor
 Attest: [Signature]
 Kenneth W. Parker,
 City Manager

Date: June 7, 2005
 (Corporate Seal)

STATE OF WISCONSIN
 COUNTY OF MILWAUKEE

The foregoing Acceptance was sworn to and acknowledged before me this 26th day of May, 2005, by PHILIP E. ISSUS and Kenneth W. Parker, as President and Secretary, respectively, of Onyx Waste Services Southeast, Inc., a Florida corporation, on behalf of said corporation.

Notary Public

Printed, typed or stamped name, commission and expiration of commission term:

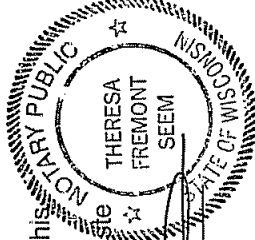
Notary to check one:
☒ Personally known
☐ Produced Identification as follows:

STATE OF FLORIDA
 COUNTY OF VOLUSIA

The foregoing Acceptance was sworn to and acknowledged before me this 7th day of June, 2005, by Allen Green and Kenneth W. Parker, as Mayor and City Manager, respectively, of the City of Port Orange, Florida, a Florida municipal corporation, on behalf of the City. They are personally known to me.


Margaret T. Roberts
 Commission # DD280826
 Expires January 12, 2008
 Bonded Troy Fein - Insurance, Inc. 800-385-7019

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





Onyx Waste Services
Disaster Response and Debris Management Operational Plan
for the City of Port Orange, Florida

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I. INTRODUCTION

The following Disaster Response and Debris Management Operational Plan (hereinafter referred to as the "Plan") is for the collection of debris in the event excessive amounts of debris or refuse accumulate due to a an event such as a storm of disastrous proportions, freeze, natural disaster, severe disturbance, riot or other calamity, that results in the area of the City being declared a disaster area by Volusia County Emergency Management Director, President of the U.S., Governor of Florida, Mayor of Port Orange or their designee(s) (hereinafter referred to as "Declared Event"). It is anticipated that the debris would consist of Horticultural storm debris, construction material and household belongings collectible as waste as a result of storm activity. The Plan outlines a suggested procedure for the orderly collection of the excess debris described and facilitating a rapid return to the normal collection process. It includes the following:



- Organizational Charts
- Contact List
- Equipment Lists
- Price List

In general, the Plan is intended to provide a potential array of assets and personnel that can be deployed in case of a Declared Event. Benefits of the Plan includes avoiding the confusion and turmoil that normally takes place during catastrophic conditions. It allows for efficient handling and disposal by a firm well qualified to accomplish the desired clean up goals. Onyx Waste Services Southeast, Inc. ("Onyx") has extensive experience in this field, most recently assisting with clean ups from Hurricanes Charley, Frances and Jeanne. Onyx collected and disposed of over 45,000 cubic yards of storm debris from these events.

Assets and personnel will be mobilized to the designated debris site(s) and areas to collect or load the discarded material into an appropriate transport vehicle and haul the material to a disposal site(s) as directed by the City of Port Orange personnel, or FEMA personnel, as the case may be. In the event it is warranted, Onyx will pull extra available equipment and personnel from operating locations with reasonable access to the City of Port Orange which locations are not otherwise affected by the disaster.



II. MISSION

To facilitate and coordinate the removal, collection, and disposal of debris following a Declared Event, to mitigate against any potential threat to the health, safety, and welfare of the impacted citizens, and expedite recovery efforts in the impacted area, and address any threat of significant damage to improved public or private property.

III. SITUATION

Natural and man-made disasters precipitate a variety of debris that includes, but is not limited to, such things as trees, sand, gravel, building/construction materials, vehicles, personal property, etc.

The quantity and type of debris generated from any particular disaster is a function of the location and kind of event experienced, as well as its magnitude, duration, and intensity.

The quantity and type of debris generated, its location, and the size of the area over which it is dispersed directly impacts the type of collection and disposal methods used to address the debris problem, associated costs incurred, and the speed with which the problem can be addressed.

In a major or catastrophic disaster, the City of Port Orange may have difficulty in locating staff, equipment, and funds to devote to debris removal, in the short as well as long term, and therefore, private contractors such as Onyx play a significant role in the debris removal, collection, reduction, and disposal process.

The debris management program implemented by the City of Port Orange should be based on the waste management approach of reduction, reuse, reclamation, resources recovery, incineration, and landfilling, respectively.



IV. DEBRIS MANAGEMENT ACTIONS

The Debris Management Plan is separated into four stages for the contractor's performance as follows, unless otherwise specified as a City function.

1. Normal Operations

- Develop local and regional resource list of contractors who can assist local governments in all phases of debris management.
- Onyx shall be permitted to bid on the emergency debris removal contract. The City may solicit competitive bids, in advance of the storm season if authorized by FEMA or otherwise immediately following a Declared Event, for cubic yard rate, equipment rate and other FEMA standard rates for storm debris removal contracts to assist with debris removal in the event of a Declared Event in the City of Port Orange.
- Notwithstanding the City's right to enter into storm debris removal contracts in the event of a Declared Emergency, Onyx shall continue to perform under the terms of the Contract for Collection and Disposal of Solid Waste, Yard Waste, Recyclable Materials and Street Sweeping (Bid #01-16) effective October 1, 2001 through September 30, 2006 (the "General Contract").
- Identify and pre-designate potential debris storage sites for the type and quantity of debris anticipated following a Declared Event.
- Pre identify local and regional critical routes in cooperation with contiguous and regional jurisdictions.
- Identify and coordinate with appropriate regulatory agencies regarding potential regulatory issues and emergency response needs.
- Establish debris assessment process to define scope of problem.
- Develop and coordinate pre-scripted announcements with the Public Information Office (PIO) regarding debris removal process, collection times, temporary storage sites use of private contractors, environmental and health issues, and other announcements.
- All lists, identifications and other requirements included in the Normal Operations shall be provided to the City on or before July 1, and, if changes are warranted



and made for any reason, shall be updated on the first day of the month following the changes until December 1 of each year.

2. Increased Readiness

(A natural or man-made disaster is threatening the local area)

- Review and update plans, standard operating procedures, FEMA approved contracts for subcontractors (if necessary), and checklists relating to debris removal, storage, reduction, and disposal process.
- Alert the City's departments that have debris removal responsibilities ensuring that personnel, facilities, and equipment are ready and available for emergency use.
- Relocate personnel and resources out of harm's way and stage in areas where they can be effectively mobilized.
- Review potential local, regional, and debris staging and reduction sites that may be used in the response and recovery phases in the context of the impending threat.
- Review resource listing of private contractors who may assist in debris removal process. Make necessary arrangements to ensure their availability in the event of the disaster.
- Begin documenting costs.

3. Response

- Activate the debris management Plan, coordinate with needs assessment team.
- Coordinate and track resources (public and private).
- Establish priorities regarding allocation and use of available resources.
- Identify and establish debris temporary storage and disposal sites (local, regional).
- Address any legal, environmental, and health issues relating to the debris removal process.



- Continue to keep public informed through the City of Port Orange PIO.

4. Recovery

- During the first seventy-two (72) hours of a Declared Event, Onyx agrees to remove excess storm debris at the rates described in Section XIII, Price List. The City has the right to extend this pricing for a period of an additional seventy (70) hours or until cubic yard rate debris removal contracts have been awarded, whichever is earlier.
- Continue to collect, store, reduce, and dispose of debris generated from the Declared Event in a cost-effective and environmentally responsible manner.
- Continue to document costs.
- Upon completion of debris removal mission, close out debris storage and reduction sites by developing and implementing the necessary site restoration actions.

Contractual obligations: - This Plan is agreed to by Onyx and the City of Port Orange and shall be attached as an addendum to and incorporated in General Contract.



V. NORMAL OPERATIONS
A. Local and regional resource list of contractors

Sterling Landscape

- (8) Pull behind Chippers
- (4) Wheeled Loaders
- (6) Dump Trucks

Don Clark Bobcat & Tree Service

- (2) Rolloff Units with 30 Yard Open Top Containers
- (2) Bobcats
- (2) Wheeled Loaders
- (2) Dump Trucks

Lashway Bobcat & Tree Service

- (2) Bobcat Loaders
- (1) CASE Wheeled Loader
- (1) CAT Wheeled Loader
- (2) Pickup trucks & 8 cubic yard trailers

Don Murray

- (1) Logging Truck

Brian Johnston

- (1) Logging Truck



B. SITE SELECTION - Identify and pre-designate potential temporary debris storage sites

Debris storage and reduction sites will be evaluated and identified by City of Port Orange personnel. Initially, debris will be placed in temporary holding areas, determined before the onset of the disaster, until such time as a detailed plan of debris collection and disposal is prepared. This is not anticipated until after the local traffic has been restored. Temporary debris collection sites should be readily accessible by recovery equipment and should not require extensive preparation or coordination for use. Collection sites will be on public property when feasible to facilitate the implementation of the mission and mitigate against any potential liability requirements. Activation of sites will be under the control of the Director of Public Works, and will be coordinated with other recovery efforts through the emergency operations center.

Criteria for site selection should include such factors of ownership of property, size of parcel, surrounding land uses and environmental conditions, and transportation facilities that serve the site.

The following is a list of temporary holding sites:

1. The City of Port Orange Public Works facility located at 407 Virginia Avenue
2. The Onyx site located at 1801 South Nova Road
3. Other sites deemed necessary and appropriate by the City of Port Orange

C. DEBRIS REMOVAL PRIORITIES - Pre identify local and regional critical routes

The debris removal process must be initiated promptly and conducted in an orderly, effective manner in order to protect public health and safety following a major or Declared Event. To achieve this objective, the first priority will be to clear debris from key roads in order to provide access for emergency vehicles and resources into the impacted area. The City of Port Orange will direct Onyx as to which roads are to be given priority for cleaning.

The need and demand for critical services will be increased significantly following a disaster. Therefore, the second priority that debris removal resources will be assigned is providing access to critical facilities pre-identified by State and local governments. Therefore, providing access to critical facilities is the second priority to which debris removal resources will be assigned. The City of Port Orange will direct Onyx to the areas / zones to be cleared according to the City Comprehensive Emergency Management Plan.



D. Establish debris assessment process

I. STORM DISASTER - Determining Level of Threat

U.S. WEATHER BUREAU WARNING

The U.S. Weather Bureau is responsible for issuing warnings of hurricanes that approach the U.S. mainland. As soon as there are definite indications that a hurricane is forming, the storm is given a name and the Weather Bureau begins issuing frequent "advisories". The U.S. Weather Bureau updates on the location of the storm, the projected path of the storm, its intensity, and speed and direction of movement. If the hurricane moves toward the mainland, hurricane "watch" notices are included in advisories and storm and hurricane warnings are issued. In addition, "bulletins" for press, radio and television are issued at frequent intervals to keep the public informed of storm progress.

HURRICANE WATCH: When a hurricane reaches such a position that it constitutes an appreciable threat to an area, that area is put on "hurricane watch". This means that there is no immediate danger, but the hurricane is close enough that everyone in the "watch" area should listen for further advisories and be ready to take precautionary action in case warnings are issued.

HURRICANE WARNING: As soon as it is expected that an area will feel the full effects of the hurricane (i.e., winds of 74 mph and higher, or a combination of dangerously high water, very rough seas, and other critical conditions justifying an emergency action, with winds as low as 60 mph), a hurricane warning is issued for that area. This means that all precautions should be taken immediately against the full force of the storm. It should be remembered that it is not the hurricane's eye, or center, which causes the casualties and damage, but rather the high tides, strong winds and heavy rains which precede and surround the center. Hurricane warnings are seldom issued more than 24 hours in advance and sometimes, in case of unusual or erratic hurricane movement, they may be issued only a few hours in advance of hurricane conditions.

GALE WARNINGS: Although "gale warning" is issued in connection with a hurricane it means that the hurricane is close enough to cause winds of more than 38 mph, but of less than hurricane force, or alternatively, a combination of wind and/or waves and tides that will be dangerous



II. PRE-HURRICANE CHECKLISTS

1. Equipment fueled.
2. Bottled water supply
3. Check supplies, first aid kits
4. Update phone list
5. Charge spare radios
6. Review the Plan with employees.



III. HURRICANE CATEGORIES

Minimal – 75 to 95 mph (121 to 153 km/hr)
Tidal surges 4-5 ft (1.2 to 1.4 m) above normal

Moderate – 96 to 110 mph (154 to 177 km/h)
Tidal surges 6 – 8 ft (1.8 to 2.4 m) above normal.
Coastal flooding 2-4 hours before storm

Extensive – 111 to 130 mph (178 to 209 km/h)
Tidal surges 9 – 12 ft (2.7 to 3.6 m) above normal
Flooding more than 6 miles (9.7 km) inland.

Extreme – 131 to 155 mph (210 to 250 km/h)
Tidal Surges 13-18 ft (3.9 to 5.4 m) above normal
Flooding more than 8 miles (12.9 km) inland

Catastrophic – Over 155 (250 km/h)
Tidal Surges exceeding 18 ft (5.4 m) above normal
Flooding of structures less than 15 ft (4.5 m) above sea level



IV. DEBRIS CLASSIFICATION

To facilitate the debris management process, debris will be segregated by type. It is recommended that the categories of debris established for recovery operations will be standardized. The City of Port Orange will adopt the categories established for recovery operations by the U.S. Army Corps of Engineers. Debris removed will consist of two broad categories (clean wood debris and construction and demolition debris. Most common hurricane-generated debris will consist of 30% clean woody material and 70% C&D. Of the 70% mixed C&D it is estimated 42% will be burnable but require sorting, 5% will be soil, 15% will be metals, and 38% landfill.

Definitions for classifications of debris are as follows:

Burnable Materials: Burnable materials will be of two types with separate burn locations:

Burnable Debris: Burnable debris includes, but is not limited to, damaged and disturbed trees; bushes and shrubs; broken, partially broken and severed tree limbs; and bushes. Burnable debris consists predominately of trees and vegetation. Burnable debris does not include garbage or construction and demolition material debris.

Burnable Construction Debris: Burnable construction and demolition debris consists of non-creosote structural timber, wood products, and other materials designated by the coordinating agency representative.

Non-burnable Debris: Non-burnable construction and demolition debris includes, but is not limited to, creosote timber, plastic, glass, rubber and metal products, sheet rock, roofing shingles, carpet, tires, and other materials as may be designated by the coordinating agency. Garbage will be considered non-burnable debris.

Ineligible Debris: Ineligible debris to remain in place includes, but is not limited to, chemicals, petroleum products, paint products, asbestos, and power transformers.

Any material that is found to be classified as hazardous or toxic waste (HTW) shall be reported immediately to the designated coordinating agency representative. At the coordinating agency representative's direction, this material shall be segregated from the remaining debris in such a way as to allow the remaining debris to be loaded and transported. Standing broken utility poles, damaged and downed utility poles and appurtenances, transformers and other electrical material will be reported to the coordinating agency representative. Emergency workers shall exercise due caution with existing overhead and underground utilities and above ground appurtenances, and



advise the appropriate authorities of any situation that poses a health or safety risk to workers on site or to the general population.

Debris classifications developed and used by the Corps of Engineers in Hurricane Andrew recovery.



V. ESTIMATING DEBRIS QUANTITIES

The formula for estimating debris quantity is (subject in all events to formulas promulgated by FEMA) : $Q=H(C)(V)(B)(S)$

H (Households) = Population/3 (3 persons per household)
C (Category of Storm) = Factor (See table below)
V (Vegetation Multiplier) = Factor (See table below)
B (Commercial Density Multiplier) = Factor (See table below)
S (Precipitation Multiplier) = Factor (See table below)

Hurricane Category	Value of "C" Factor
1	2CY
2	8CY
3	26CY
4	50CY
5	80CY

Vegetative Cover	Value of "V" Multiplier
Light	1.1
Medium	1.3
Heavy	1.5

Commercial Density	Value of "B" Multiplier
Light	1.0
Medium	1.2
Heavy	1.3

Precipitation	Value of "S" Multiplier
None to Light	1.0
Medium to Heavy	1.3

The City of Port Orange will provide Contractor with an estimate. For the purposes of designating additional temporary storage sites, the size of which can be determined by taking the following factors into consideration:

1. The debris pile shall be stacked to a height of no more than 10 feet.
2. 60% usage of the land area will be devoted to roads, safety buffers, burn pits, household hazardous waste, etc...
3. 10 foot stack height = 3.33 yards
4. 1 acre = 4,840 square yards (sy)
5. Total volume per acre = 4,840 sy/ac x 3.33y = 16,133 cy/ac.



Using the above assumptions, the estimate of total debris from any hurricane will be within 30% plus or minus of the actual amount of debris accumulated. Onyx has estimated that under the worst scenario, e.g., a Category 5 hurricane, heavy vegetation cover, heavy commercial density, and heavy precipitation, the amount of acres needed for a temporary landfill is 3,352 acres. The calculation (assuming a population of 500,000) is as follows:

$$Q = H(C)(V)(B)(S)$$

$$Q = 166,667 \times 80 \times 1.5 \times 1.3 \times 1.3$$

$$Q = 33,800,068 \text{ cy of debris.}$$

33,800,068 (cy of debris / 16,133 (cy/ac) = 2,095 acres of debris.
2,095 acres x 1.66 (60% more area needed for roads, etc...) = 3,352 acres.



VI. INCREASED READINESS
A. WEATHER ALERT PROCEDURES

In addition to that indicated pursuant to "increased readiness" for the Debris Management Plan outlined above, upon the direction of the Site Manager and as soon as there are definite indications that a hurricane has formed and the storm is given a name by the U.S. Weather Bureau, Onyx will proceed as follows:

- Water levels and wind gusts expected at the Facility at various storm categories are determined per as listed in "Hurricane Categories" as previously indicated.
- Special meetings will be held to review personnel assignments, supplies and equipment status.
- Onyx will check radios, nextel's, cellular phone numbers and home numbers.
- When the U.S. Weather Bureau establishes a Hurricane Watch, Onyx will begin preliminary protection preparations for the Facility, personnel, supplies and equipment under their control, in accordance with the procedures contained in this Plan.
- When the U.S. Weather Bureau issues a Hurricane Warning, final protection preparations for the Facility, personnel, supplies and equipment will be implemented by Onyx
- Update/verify personnel callout list and employee personal evacuation plans both immediately prior to a hurricane and well prior to hurricane season.



B. HURRICANE WATCH PROCEDURES

In addition to that indicated pursuant to "increased readiness" for the Debris Management Plan outlined above, upon the direction of the Site Manager and as soon as there are definite indications that a hurricane has formed and the storm is given a name by the U.S. Weather Bureau, Onyx will proceed as follows:

- Meet with Supervisors to review Emergency Procedures.
- Supervisors will validate personnel call out list for primary and secondary numbers.
- Site Manager/Route Supervisor will fuel up all vehicles, equipment and stage non-essential vehicles and equipment.
- Site Manager will ensure supplies are in stock.
- Notify other Onyx southern area managers of impending disaster.



VII. AFTER THE STORM

After taking care of their family's safety and after the "all clear", all personnel will try to contact and report to the site.

CITY OF PORT ORANGE EMERGENCY OPERATIONS CENTER

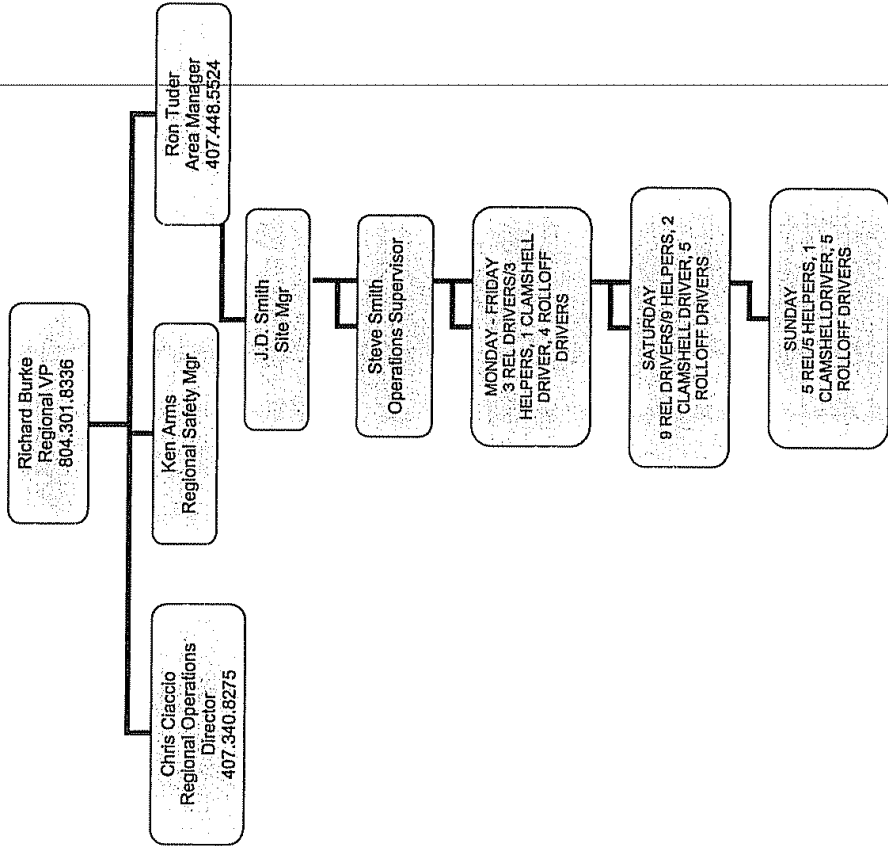
Upon cessation of the hurricane threat and in coordination with The City of Port Orange Emergency Operations Center, the Emergency Management Director, or his designee will give notice as to whether City of Port Orange residents can return to their homes (the "all clear").

The initial briefing of Onyx personnel will be done by the Onyx Area Manager, Site Manager or other designated personnel. It will include an overview of the situation, purpose of the activation, provide administration and logistic information, and relate any major issues that should be acted on. The Site Manager or Area Manager will also coordinate activities with The City of Port Orange Emergency Operations Center, the Public Works Director or his designee.

Cleanup will be completed as directed by the City of Port Orange, taking into consideration incorporation of a systematic prioritized schedule that meets the requirements of the City and allows Onyx to optimize the use of the equipment and personnel available. Upon completion of final debris removal, each area will be presented to the City of Port Orange for final inspection.



VIII. ORGANIZATIONAL CHART FOR DISASTER PREPAREDNESS

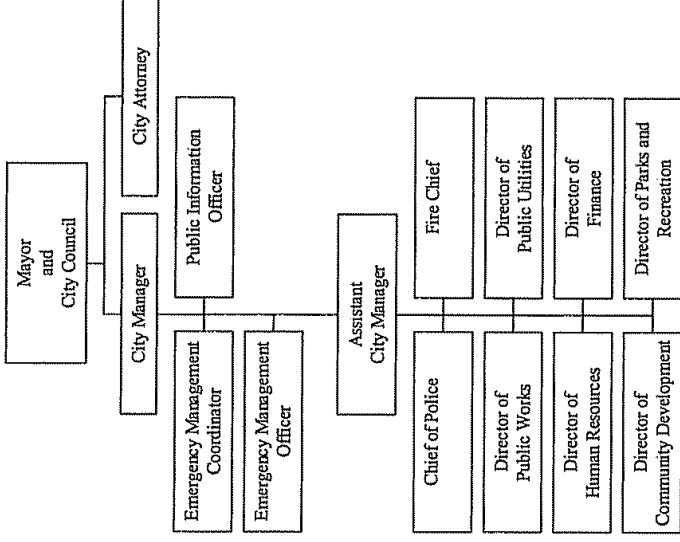


Housing for out of town Onyx employees may be housed at City shelters as long as the City Shelters are open. Subcontractors will supply their own accommodations.



IX. CITY ORGANIZATIONAL CHART

**Organizational Structure of the
Port Orange Emergency Preparedness Task Force**



Port Orange Emergency Response Team

During emergency response operations, members of the Port Orange Emergency Preparedness Task Force assume leadership positions on the City's Emergency Response Team. The City's Emergency Response Team is responsible for managing, directing, and implementing the City's overall emergency response and recovery operations prior to, during, and following a major disaster or catastrophe.



X. CONTACT LIST

Onyx Port Orange Contact List

Contact	Title	Office Phone	Cell Phone	Nextel Direct Connect	Home Phone
Ron Tudor	Area Manager	407-464-0664	407-448-5524	158*120*7	407-448-5524
J.D. Smith	Site Manager	386-763-1598	386-527-6865	158*120*38370	386-761-1758
Steve Smith	Ops Supervisor	386-763-1598	386-566-0060	161*55*121*23	386-424-5742
Ken Arms	Regional Safety Manager	352-351-8886	352-266-7545	158-120-15082	352-369-4899

Onyx (Regional) Contact List

Site#	Site Name	Street Address	City	St	Contact Person	Title	Phone Number
P-5	Valdosta	2995 Wetherington Lane	Valdosta	GA	Greg Walk	G.M.	229-244-2466
W-3	Apopka	1964 Orange Blossom Trail	Apopka	FL	Ron Tudor	G.M.	407-464-0664
W-7	Palm Beach/Greenacres	363 Tall Pines Road	West Palm Beach	FL	Joe Sandora	Site Mgr	561-471-6110
P-3	Ocala	5111 S. Pine Ave. Suite M	Ocala	FL	Bill Stubblebine	G.M	352-351-8886
P-2	Groveland	109 Sampey Road	Groveland	FL	Tony Sicari	Site Mgr	352-429-3009
W-2	Fort Myers	17101 Pine Ridge Road	Fort Myers Beach	FL	Bob Tingley	G.M.	239-334-1224

Vendor Contact List

Vendor	Street Address	City	State	Contact Person	Phone Number	Equipment Available
Sterling Landscape	2201 Partin Settlement Rd	Kissimmee	FL	Sterling Blake	407-846-3225	Dump Trucks, Wheeled Loaders, Pull Behind Chippers
Petersen Industries	20165 Highway 27	Lake Wales	FL	Greg Bohde	800-930-5623	Clamshell Equipment
Don Clark Bobcat & Land Service	1017 W. Samms Ave.	Port Orange	FL	Donald Clark	386-761-3506	Rolloffs, Bobcats, Wheeled Loaders, Dump Trucks
RDK Truck Rental	3214 Adamo Dr.	Tampa	FL	Karry Keller	813-241-0711	Rear Loaders, Rolloffs
Lashway Bobcat & Tree Service	2963 Foxcroft Lane	South Daytona	FL	Ryan Lashway	386-756-3777	Bobcats, Wheeled Loaders
Labor Ready	1190 N. Nova Rd.	Daytona Beach	FL	Sarah Bullock	386-238-1377	Temporary Personnel
				Don Murray	906-280-4980	Logging Trucks
				Brian Johnston	906-280-3344	Logging Trucks

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Onyx Waste Services
Disaster Response and Debris Management Operational Plan
City of Port Orange, Florida
Final 5.24.05



XI. EQUIPMENT LIST

Onyx will provide the following additional equipment for storm clean up:

Monday thru Friday:

- (3) Rear Loading Trucks
- (1) Clamshell Truck
- (4) Rolloff Trucks

Saturday:

- (9) Rear Loading Trucks
- (2) Clamshell Trucks
- (5) Rolloff Trucks

Sunday:

- (5) Rear Loading Trucks
- (1) Clamshell Trucks
- (4) Rolloff Trucks

Onyx Equipment List (see Attachment A)

Additional Onyx equipment availability may come from some the Onyx facilities located in Florida and Georgia and listed in Attachment A and not otherwise affected by the disaster.

All equipment will be staged and maintained at Onyx Waste Services Southeast, Inc., 1801 S. Nova Rd., Daytona Beach, FL 32119-1733.



XII. LOSS OF ONYX LOCAL EQUIPMENT

In the event of a disaster or loss of Onyx local equipment replacement equipment will be supplied from other Onyx locations in Florida, Georgia and Alabama. Additionally, Onyx has the capability of renting some equipment from vendors such as RDK Truck Rental.



XIII. Price List

Onyx – Port Orange Billing Rates for Hurricane Clean Up for 2005

<u>Description of Vehicle</u>	<u>Rate per Hour*</u>
Roll off Truck with Driver	\$100.00
25 yd Rearload Truck with Driver	\$77.00
25 yd Rearload Truck with Driver & Helper	\$97.00
25 yd Rearload Truck with Driver & 2 Helpers	\$110.00
Clamshell Truck with Driver	\$95.00
Loaders with Operator	\$105.00
Bobcat with Operator	\$88.00
Logging Truck with Operator	\$175.00

*Charges do not include disposal and are applicable only until the expiration of the first one hundred forty-two (142) hours of a Declared Event, or execution by City of emergency debris removal contract(s), whichever is earlier.

Dated this 26th day of May, 2005

ONYX WASTE SERVICES SOUTHEAST, INC., a Florida corporation

By: [Signature]
 Name: PAUL B. BEERS
 Title: REGIONAL
 Date: MAY 26 2005

EXHIBIT L

**City of Port Orange
Monthly Reports Due, 10th of each month**

Special Charge Tickets													
Description	Oct-11	NOV	DEC	Jan-12	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	
1 Vehicle Repair Summary													
2 Employee Roster													
3 Equipment Roster													
4 Multifamily Recycling Summary													
5 Residential Recycling Summary													
6 Commercial Container Summary	City does	City does	City does	City does	City does	City does	City does	City does	City does	City does	City does	City does	City does
7 Handicap Account Summary													
8 Compactor Report													
9 Monthly complaint log	City does	City does	City does	City does	City does	City does	City does	City does	City does	City does	City does	City does	City does
10 Franchise Agreement													
11 Dumpster / Bin Inventory													
12 Commercial Tonnage Report by Route													
13 Residential Tonnage Report by Route													
14 Commercial Route Sum new													
15 Commercial Recycle Route Summary													
16 Organizational Chart													
17 Residential Diesel Fuel Usage													
18 Commercial Diesel Fuel Usage													

Any other reports deemed necessary thru term of contract.

garbage\repsum

EXHIBIT M

Solid Waste Inquiries - January 1, 2011

Date	Time	Resident	Phone	St #	Street Name	GAR	YW	REC	Other	P/U Date	P/U By	Date P/U	CB Date	Notes	FINE	# Calls
1/17/2011	12:30 PM	Robbins	761-3398	116	Barefoot Tr.	Yes	No	Yes	COMPLAINT - SW & REC crews are leaving containers in the roadway. Resident states neighbors cans and bins are being handled in the same way. Speak to resident and crews. Report to Jan. By 1-19-11.	1/17/2011	1/19/2011	1/19/2011	1/19/2011	Completed 1-19-11 @ 11:34AM. Brian spoke to resident and explained her stop will be placed on Veolia's monitor list to insure containers are placed back where they belong. Report to Jan. Confirmed Veolia contact and resolution 1-19-11 @ 12:25PM.	No	3
1/14/2011	10:55 AM	Berkani	308-0115	220	Brighton Dr. N	Yes	No	No	SW missed 1-14-11 and out 1-13-11 (in 1 can). Resident says all other neighbors were collected - both sides. Pick up by 5:00PM 1-14-11.	1/14/2011	1/14/2011	1/14/2011	1/14/2011	Completed 1-14-11 @ 11:40AM by Lenny. Leny states this is a late put out. Confirmed collection 1-14-11 @ 12:11 and resident says SW was out about 8:30AM.	No	
1/3/2011	4:17 PM	Carson	492-4037	94	Cedar St.	Yes	No	No	COMPLAINT - SW crew damaged garbage can and resident would like repaired or replaced. Speak to resident and report to Jan. By 1-10-11.	1/3/2011	1/10/2011	1/4/2011	1/5/2011	Completed 1-4-11 @ 1:32PM. Brian went to address found damaged can and repaired the wheel on one side of the can. Report to Jan. Confirmed Veolia contact and repair 1-5-11 @ 3:00PM.	No	
1/7/2011	4:20 PM	Pearson	767-8126	6047	Central Park Blvd.	No	Yes	No	YW not on log and out 1-4-11. Driver did not call in for log. Report to Jan. Pick up ASAP 1-7-11.	1/7/2011	1/7/2011	1/7/2011	1/10/2011	Collected 1-7-11 @ 4:37PM by CP. Driver did not call in for log. Report to Jan. Left message for resident of collection 1-10-11 @ 12:17PM.	No	14

<i>Date</i>	<i>Time</i>	<i>Resident</i>	<i>Phone</i>	<i>St #</i>	<i>Street Name</i>	<i>GAR</i>	<i>YW</i>	<i>REC</i>	<i>Other</i>	<i>P/U Date</i>	<i>P/U By</i>	<i>Date P/U</i>	<i>CB Date</i>	<i>Notes</i>	<i>FINE</i>	<i># Calls</i>
1/13/2011	1:24 PM	Valery	682-3505	302	Charles St	Yes	No	No	COMPLAINT - SW crew damaged garbage can Resident states crew is throwing cans into the yard Repair or replace as necessary Speak with resident with report to Jan. By 1-18-11	1/13/2011	1/18/2011	1/17/2011	1/18/2011	Completed 1-17-11 @ 9:21AM Brian spoke to resident who put a note on the can for the SW crew to take the can as trash before he could inspect Brian explained he could not replace without seeing the damage Resident said she just wanted crew to stop throwing the can around Report to Jan Left message for resident of Veolia contact 1-18-11 @ 8:25AM	No	4
1/7/2011	8:30 AM	Connors	304-9854	804	Chickadee Dr	Yes	No	No	SW missed 1-7-11 and out 1-6-11 (in 1 - 18 gal container) Take container and contents per resident. Pick up by 5:00PM 1-7-11.	1/7/2011	1/7/2011	1/7/2011	1/7/2011	Collected 1-7-11 @ 10:42AM by Lenny Confirmed collection 1-7-11 @ 12:10PM	No	4
1/10/2011	9:00 AM	Bob Evans (Amy)97-4469		1711	Dunlawton Ave	Yes	No	No	SW - Dumpster needs change out Corporate (Amy @ 614-497-4469) says restaurant has been asking for some time now. Call customer today 1-10-11	1/10/2011	1/11/2011	1/11/2011	1/11/2011	Completed 1-11-11 @ 9:00AM Patty called customer 1-10-11 and advised Amy that no one has called Veolia regarding a swap out but indicated that the swap would take place 1-11-11. Confirmed swap-out 1-11-11 @ 9:40AM with Amy @ (614) 497-4469	No	3
1/14/2011	1:19 PM	Pierce	788-4862	611	Forest Troll Dr.	Yes	No	No	SW missed 1-14-11 and out 1-13-11 (in 3 can) Crew collected 2 cans but left one behind with 1 bag + 1 pizza box in it. Pick up by 5:00PM 1-14-11.	1/14/2011	1/14/2011	1/14/2011	1/14/2011	Collected 1-14-11 @ 3:03PM by Lenny Lenny reports box was stuck in can with bag trapped underneath Left message for resident of collection 1-14-11	No	4
1/24/2011	4:00 PM	Zuffuto	322-0706	3795	Grove View Ln	Yes	No	No	SW missed 1-24-11 and out 1-23-11 (1 blue container marked as trash) Pick up by 12:00 Noon 1-25-11	1/24/2011	1/25/2011	1/25/2011	1/25/2011	Collected 1-25-11 @ 9:36AM by Lenny Confirmed collection 1-25-11 @ 11:10AM.	No	
1/21/2011	12:45 PM	Moran	761-4398	758	Hawks Ridge Rd	Yes	No	No	SW missed 1-21-11 and out 1-20-11 (in 2 black bags) Pick up by 5:00PM 1-21-11	1/21/2011	1/21/2011	1/21/2011	1/21/2011	Collected 1-21-11 @ 12:55PM by Lenny Confirmed collection 1-21-11 @ 12:58PM	No	

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Tuesday, February 01, 2011

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<i>Date</i>	<i>Time</i>	<i>Resident</i>	<i>Phone</i>	<i>St #</i>	<i>Street Name</i>	<i>GAR</i>	<i>YW</i>	<i>REC</i>	<i>Other</i>	<i>P/U Date</i>	<i>P/U By</i>	<i>Date P/U</i>	<i>CB Date</i>	<i>Notes</i>	<i>FINE</i>	<i># Calls</i>
1/18/2011	1:15 PM	Frederick	761-8541	807	Highpoint Dr	No	No	Yes	REC missed 1-17-11 and out Monday afternoon. Pick up by 12:00 Noon 1-19-11	1/17/2011	1/19/2011	1/18/2011	1/18/2011	Collected 1-18-11 @ 2:37PM by Lenny. Confirmed collection 1-18-11 @ 2:55PM.	No	5
1/25/2011	12:25 PM	Frederick	761-8541	807	Highpoint Dr	No	No	Yes	REC missed 1-25-11 and out 1-24-11 (in 1 bin-2nd week in a row) Pick up by 12:00Noon 1-26-11.	1/25/2011	1/26/2011	1/25/2011	1/25/2011	Collected 1-25-11 @ 1:45PM by Lenny. Left message for resident of collection 1-25-11 @ 1:00PM	No	6
1/21/2011	11:50 AM	Hill	492-3031	5585	Lancewood Cir S	Yes	No	No	SW missed 1-21-11 and out 1-20-11 (in 1 blue can) partially emptied. Pick up by 5:00PM 1-21-11	1/21/2011	1/21/2011	1/21/2011	1/24/2011	NOT COLLECTED 1-21-11 @ 5:00PM by Lenny Lenny reports this stop tagged for overweight on 1-18-11 & tagged again 1-21-11 @ 5:00PM Phone out of service and unable to contact resident 1-24-11 @ 8:05AM	No	4
1/3/2011	4:03 PM	Mast	290-7561	435	Leslie Dr.	Yes	No	No	COMPLAINT - SW crew is taking REC or SW crew is leaving REC for SW Resident says this is an ongoing problem. Speak with resident and report to Jan By 1-4-11	1/3/2011	1/4/2011	1/5/2011	1/6/2011	Completed 1-5-11 @ 4:57PM Lenny spoke to resident and was unable to get a straight answer Lenny suspects debris in question is not REC. Put on "Monitor List". After each driver picks up, he will call in to report. Report to Jan. Confirmed Veolia contact and resolution 1-6-11. NO FINE-EXTENSION	No	
1/7/2011	3:35 PM	Pearson	761-3622	479	Leslie Dr	Yes	No	No	SW missed 1-7-11 and out 1-6-11 (in 1 can) REC was collected but SW left Pick up by 5:00PM 1-7-11	1/7/2011	1/7/2011	1/7/2011	1/7/2011	Collected 1-7-10 @ 3:42PM by Lenny. Confirmed collection 1-7-11 @ 4:02PM	No	7
1/10/2011	11:00 AM	Lyons	236-9843	3866	Long Grove Ln	Yes	No	No	SW missed 1-10-11 and out 1-9-11 (in 1 can) Says all other were collected. Pick up by 5:00PM 1-10-11	1/10/2011	1/10/2011	1/10/2011	1/10/2011	Collected 1-10-11 @ 2:04PM by Lenny Lenny reports this is a late put out Confirmed collection 1-10-11 @ 2:05PM but resident insists that SW was out the night before.	No	2

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Tuesday, February 01, 2011

<i>Date</i>	<i>Time</i>	<i>Resident</i>	<i>Phone</i>	<i>St #</i>	<i>Street Name</i>	<i>GAR</i>	<i>YW</i>	<i>REC</i>	<i>Other</i>	<i>P/U Date</i>	<i>P/U By</i>	<i>Date P/U</i>	<i>CB Date</i>	<i>Notes</i>	<i>FINE</i>	<i># Calls</i>
1/3/2011	9:55 AM	Rushford	391-7528	5403	Marshfield Dr	Yes	No	No	COMPLAINT - SW truck damaged mail box. Witnessed by neighbor Resident would like repaired Report to Jan. By 1-10-11	1/3/2011	1/10/2011	1/5/2011	1/5/2011	Completed 1-5-11 @ 9:29AM Brian inspected damaged mailbox which resident said was done in April 2010 Brian could not verify this claim but agreed to replace the post as a courtesy Subsequently resident purchased mailbox. Brian attached it to a new post and Lenny installed it into to ground. Report to Jan. Confirmed Veolia contact and repair 1-5-11 @ 3:05PM.	No	
1/13/2011	8:20 AM	Carpenter	871-6955	1114	Meditation Loop	No	Yes	No	YW not on log and out 1-11-11 Driver did not call in for log Report to Jan Pick up by 5:00PM 1-14-11	1/14/2011	1/14/2011	1/13/2011	1/13/2011	Collected 1-13-11 @ 11:19AM by CP Veolia reports pile is the same as 1119 Meditation Loop Mail boxes are clustered in subdivision and driver took the number off on of the mailboxes. Report to Jan. Confirmed collection 1-13-11 @ 2:20PM.	No	2
1/24/2011	1:00 PM	Towne	547-9412	484	Merrimac Blvd	Yes	No	Yes	SW & REC are missing collections frequently REC missed 1-21-11 is most recent Also truck are going too fast, leaving skid marks all over and exiting the truck before it has come to a full stop Speak to resident, collect REC ASAP and report to Jan. By 1-25-11	1/21/2011	1/25/2011	1/24/2011	1/24/2011	Completed 1-24-11 @ 2:32PM. Brian spoke with resident and explained his stop will be put on monitor list for service and will speak to drivers concerning speed and leaving the truck while still in motion. Report to Jan. Confirmed Veolia contact with resident, monitor status and drivers leaving truck while in motion 1-24-11 @ 3:45PM	No	11
1/5/2011	12:11 PM	Moeller	322-8577	1490	Nappa Dr	Yes	No	No	SW missed 1-4-11, out 1-3-11 and not on log (fencing). Pick up by 5:00PM 1-5-11	1/4/2011	1/5/2011	1/5/2011	1/6/2011	Collected 1-5-11 @ 4:29PM by CP Confirmed collection 1-6-11 @ 8:15AM.	No	14

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Tuesday, February 01, 2011

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<i>Date</i>	<i>Time</i>	<i>Resident</i>	<i>Phone</i>	<i>St #</i>	<i>Street Name</i>	<i>GAR</i>	<i>YW</i>	<i>REC</i>	<i>Other</i>	<i>P/U Date</i>	<i>P/U By</i>	<i>Date P/U</i>	<i>CB Date</i>	<i>Notes</i>	<i>FINE</i>	<i># Calls</i>
1/21/2011	10:30 AM	Behrendt	846-8560	527	Newton Rd.	No	Yes	No	YW missed 1-19-11. out 7:00AM and not on log. Resident says others have been missed on same street and possibly the whole street was missed. Report to Jan. Pick up by 5:00PM 1-21-11	1/21/2011	1/21/2011	1/21/2011	1/24/2011	Collected 1-21-11 @ 11:43AM. Lenny went to area to check on misses. He reports there were 2 other stops next to this stop that had YW out and looks as if they were placed there by lawn maintenance crews. Driver and helper say these piles were not out when the truck went through on Wednesday. 55 Stops with 3 collected. Report to Jan. Left message for resident of collection 1-24-11 @ 8:16AM	No	5
1/20/2011	4:20 PM	Trainham	761-9907	1104	Oak Forest Cir	Yes	No	No	SW missed 1-20-11 and out 1-19-11 (in 1 can). Pick up by 12:00 Noon 1-21-11.	1/20/2011	1/21/2011	1/21/2011	1/21/2011	Collected 1-21-11 @ 10:04AM by Lenny. Left message for resident of collection 1-21-11 @ 10:15AM	No	2
1/11/2011	9:25 AM	Moser	756-3302	956	Orange Ave	Yes	No	No	SW missed 1-10-11 and out 6:00AM (in 1 can - next to tree). Pick up by 5:00PM 1-11-10	1/10/2011	1/11/2011	1/11/2011	1/11/2011	Collected 1-11-11 @ 10:30AM by Lenny. Left message for resident of collection 1-11-11 @ 10:40AM	No	4
1/28/2011	11:18 AM	Escalante	235-3343	6109	Oxbow Bend Ln	Yes	No	No	One large SW bag left in the roadway and needs to be collected before cars hit it and garbage is everywhere. Resident says it fell off garbage truck. Pick up and clean ASAP 1-28-11	1/28/2011	1/28/2011	1/28/2011	1/28/2011	Collected 1-28-11 @ 11:38AM by Mike McGuire. Left message for resident of collection 1-28-11 @ 12:10PM	No	2
1/3/2011	3:25 PM	Delong	248-1482	5445	Pineland Ave	No	Yes	No	COMPLAINT - YW truck damaged lawn from collection sometime before the holidays. Resident out of town but neighbor witnessed truck make tracks on property. Speak to resident. repair as necessary and report to Jan. By 1-10-11.	1/3/2011	1/10/2011	1/4/2011	1/5/2011	Completed 1-4-11 @ 4:29PM. Brian inspected ruts in the yard (pictures attached) and determined tire marks not from Veolia Trucks. Resident called Brian to let him know she found the person responsible for the ruts. Report to Jan. Confirmed Veolia contact and resolution 1-5-11 @ 3:35PM	No	

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Tuesday, February 01, 2011

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<i>Date</i>	<i>Time</i>	<i>Resident</i>	<i>Phone</i>	<i>St #</i>	<i>Street Name</i>	<i>GAR</i>	<i>YW</i>	<i>REC</i>	<i>Other</i>	<i>P/U Date</i>	<i>P/U By</i>	<i>Date P/U</i>	<i>CB Date</i>	<i>Notes</i>	<i>FINE</i>	<i># Calls</i>
1/14/2011	4:15 PM	Bushman	843-1128	1400	Portobello Dr	Yes	No	No	COMPLAINT - SW missed 1-13-11 and resident wants to know why. Speak to resident and report to Jan. By 1-17-11	1/13/2011	1/17/2011	1/17/2011	1/18/2011	Completed 1-17-11 @ 9:48AM Lenny left detailed message for resident stating he was not sure why SW missed. Advised resident that stop would be monitored and explained what this meant for her. Report to Jan. Left message for resident of Veolia contact 1-18-11 @ 9:00AM	No	
1/25/2011	3:30 PM	Bickel	767-2112	757	Renegade Ln	Yes	No	No	SW missed 1-25-11 and out 1-24-11 (in two 5 gallon buckets + 1 black bag) Pick up by 12:00 Noon 1-26-11	1/25/2011	1/26/2011	1/25/2011	1/26/2011	Collected 1-25-11 @ 4:45PM by Regular Route Truck Veolia reports truck not to area at time of ticket Confirmed collection 1-26-11 @ 8:30AM	No	6
1/27/2011	9:15 AM	Kalliman	760-4296	941	Sandlebury Ct	No	Yes	No	YW not on log and out Tuesday 1-25-11. Driver did not call in for log. Resident says street was missed. Report to Jan. Pick up by 5:00PM 1-27-11.	1/28/2011	1/27/2011	1/27/2011	1/27/2011	Completed 1-27-11 @ 10:54AM by Rearloader Driver did not call in for log. Resident says street was missed Veolia reprots rearloader collected at residence address but no other YW piles found in this area 5 Houses. 1 stop picked up Report to Jan Left message for resident of collection 1-27-11 @ 1:35PM	No	5
1/7/2011	9:40 AM	Thomasys	492-3476	5924	Springview Dr	Yes	No	No	SW missed 1-7-11 and out 1-6-11 (in 1 can) Pick up by 5:00PM 1-7-11	1/7/2011	1/7/2011	1/7/2011	1/7/2011	Collected 1-7-11 @ 10:42AM by Lenny Left message for resient of collection 1-7-11 @ 12:10PM.	No	
1/7/2011	11:30 AM	Clifton Financial	767-5575	829	Stonybrook Cir	Yes	No	No	SW missed 1-6-11. out 7:00AM and not on log (1 can shingles + regular SW). Pick up by 5:00PM 1-7-11	1/6/2011	1/7/2011	1/7/2011	1/7/2011	NOT COLLECTED 1-7-11 @ 12:47PM by Lenny. Lenny reports all cans empty. Veolia reports they spoke with Ms Russel who said she received an e-mail Thursday AM before truck went through area Confirmed collection by regular crew on Thursday 1-6-10 @ 1:35PM	No	3

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Date	Time	Resident	Phone	St #	Street Name	GAR	YW	REC	Other	P/U Date	P/U By	Date P/U	CB Date	Notes	FINE	# Calls
1/4/2011	8:30 AM	Schwartz	788-8823	1384	Surrey Park Dr	Yes	No	No	SW missed 1-4-11 and out 7:00AM (in 1 can). Resident says all others collected Pick up by 5:00PM 1-4-11	1/4/2011	1/4/2011	1/4/2011	1/4/2011	NOT COLLECTED 1-4-11 @ 10:48AM by Lenny Lenny reports nothing out to collect Regular SW truck probably not in the area at time of ticket but collected before he arrived Confirmed collection with resident 1-4-11 @ 10:50AM	No	2
1/21/2011	8:10 AM	Blankenship	290-6348	1791	Taylor Rd	No	No	Yes	REC missed 1-20-11 and out 1-20-11 (new in 1 bag-was in a bin but resident put into bag) Pick up by 5:00PM 1-21-11	1/20/2011	1/21/2011	1/21/2011	1/21/2011	Collected 1-21-11 @ 10:20AM by Brian Veolia spoke with resident and discovered this to be a county stop Resident advised to contact Emerald Waste Left message for resident of Veolia contact and courtesy collection but explained to contact county for any future problems 1-21-11 @ 10:47AM	No	
1/4/2011	3:05 PM	Davis	756-8464	948	Windridge Ct	Yes	No	No	SW missed 1-4-11 and out 1-3-11 (in 1 container). Pick up by 12:00 Noon 1-5-11	1/4/2011	1/5/2011	1/4/2011	1/4/2011	Collected 1-4-11 @ 3:45PM by Lenny. Confirmed collection 1-4-11 @ 4:15PM	No	2
1/21/2011	11:30 AM	Harris	756-2173	442	Woodstock Dr	No	No	Yes	COMPLAINT - REC crews are throwing bins and not putting them back where they were found Speak to resident and report to Jan By 1-21-11	1/21/2011	1/21/2011	1/21/2011	1/24/2011	Completed 1-21-11 @ 4:55PM. Brian spoke with resident and explained stop will be put on "monitor" list to assure REC bins are placed back in their proper place Report to Jan Left message for resident of Veolia contact 1-24-11 @ 10:25AM	No	6

JANUARY

Garbage Complaints	25
Yard Waste Complaints	5
Recycle Complaints	6
Total Complaints	36
Total Habitual Complaints	24
Fines	0
Total Fines	0

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Tuesday, February 01, 2011

Exhibit N

CITY OF PORT ORANGE Veolias Waste Services			
.37 residential rate reduction effective 2/1/09			
.22 reduction effective October 1, 2009			
.6768% CPI rate adjustment effective 10/1/10			
REFUSE CONTRACT PAYMENT FOR JAN. 2011			
BASIC SERVICE	# UNITS	RATE	TOTAL
Basic Residential	22530	\$22.06	\$497,011.80
TOTAL RESIDENTIAL			\$497,011.80
BASIC SERVICE	# UNITS	RATE	TOTAL
Basic Commercial Hand p/u	349	\$37.27	\$13,007.23
TOTAL BASIC COMMERCIAL			\$13,007.23
CONTAINER SERVICE	# CANS	PRICE	TOTAL
Two yd.-1/wk.	112	\$53.73	\$6,017.76
Two yd.-2/wk.	31	\$107.48	\$3,331.88
Two yd.-3/wk.	7	\$161.23	\$1,128.61
Two yd.-4/wk.	0	\$214.96	\$0.00
Two yd.-5/wk.	0	\$268.70	\$0.00
Two yd.-6/wk.	1	\$322.44	\$322.44
Two yd.-7/wk.	0	\$376.17	\$0.00
Four yd.-1/wk.	79	\$107.48	\$8,490.92
Four yd.-2/wk.	44	\$214.96	\$9,458.24
Four yd.-3/wk.	20	\$322.44	\$6,448.80
Four yd.-4/wk.	3	\$429.92	\$1,289.76
Four yd.-5/wk.	1	\$537.40	\$537.40
Four yd.-6/wk.	2	\$644.87	\$1,289.74
Four yd.-7/wk.	0	\$752.36	\$0.00
Six yd.-1/wk.	22	\$161.23	\$3,547.06
Six yd.-2/wk.	39	\$322.44	\$12,575.16
Six yd.-3/wk.	33	\$483.67	\$15,961.11
Six yd.-4/wk.	3	\$644.87	\$1,934.61
Six yd.-5/wk.	2	\$806.10	\$1,612.20
Six yd.-6/wk.	0	\$967.33	\$0.00
Six yd.-7/wk.	0	\$1,128.54	\$0.00
Eight yd.-1/wk.	13	\$214.96	\$2,794.48
Eight yd.-2/wk.	29	\$429.92	\$12,467.68
Eight yd.-3/wk.	31	\$644.87	\$19,990.97
Eight yd.-4/wk.	2	\$859.84	\$1,719.68
Eight yd.-5/wk.	2	\$1,074.79	\$2,149.58
Eight yd.-6/wk.	2	\$1,289.76	\$2,579.52
Eight yd.-7/wk.	0	\$1,504.71	\$0.00
TOTAL CONTAINERIZED COMMERCIAL	478		\$115,647.60
TOTAL GROSS CHARGES			
Street sweeping, changes with CPI, cancelled 1/31/09, City has reduced contract			\$625,666.63
Special p/u Charges, Party calls monthly			none
Multi Family Recycling			\$1,113.46
Liq. Dam. #1 other complaint see monthly complaint log 0 at \$100 each			none
Liq. Dam. #3 Back to back complaints see mo. Complaint Log 0 @ 100 each			none
walgreens dumpster pulled 6/6/09 never notified 132.40 X 4 mos June to Sept			none
walgreens dumpster pulled 6/6/09 never notified 106.98 X 2 mos Oct & Nov			none
Liq. Dam. #23 - TRUCKS REPORT WRONG \$150.00 each			none
Liq. Dam. #6 - EMPLOYEE DID NOT CLEAN UP MESS 1 @ \$150.00 each			none
Liq. Dam. #13 - (5) RECYCLE TICKET turned in late (1) day \$100 per day each			none
Liq. Dam. #13 - (0) RECYCLE TICKETS turned in late (0) day \$100 per day each			none
Liq. Dam. #13 - 0 Monthly reports turned in late \$100 each per day 0 day			none
Liq. Dam. #10 - FAILURE TO PROVIDE EQUIPMENT 200 PER INCIDENT (6 DAYS)			none
Liq. Dam. #21 failure to complete a route 250 ea, 3 routes			none
Liq. Dam. #23. Recycle tonnage reversed due to operator error \$150 ea (2)			none
Liq. Dam. #23. failure to follow operating procedures (0) at \$150.			none
Liq. Dam. #13 Daily Crew Out Log wrong \$100 per day each 3 days			none
Liq. Dam. #23 Improper employee behavior \$150.00 each (3)			none
Liq. Dam. #23 Daily Complaint Log turned in late over 15 min 1 times X \$150 ea			none
Liq. Dam. #23 Crew our log late \$150 each 0 time			none
Liq. Dam. #23: recycle coming load (1) time @ 150 each			none
Get charge for coming load - 18.50 per ton, 1.28 tons			none
Labor Force used \$250 per day 10 days			none
Liq. Dam. #13 Pile tracking report turned in late \$100 per day each (0 days late)			none
Liq. Dam. #5 Comingle Solid Waste with YW or recycling \$250 ea (1) times			none
Liq. Dam. #23, YW not called in Wed by driver(2) @ \$150.00 each			none
Office opened late each time 250.00, 0 times			none
Less Annual Rent, set for 5 years, rent deleted 2/1/09			none
Less Franchise Fee, changes with CPI			none
			(\$57,363.00)
MONTHLY PAYMENT DUE			
			\$578,205.61

contract/enring3

EXHIBIT O

The attached Exhibit O illustrates the Method to determine the price of Diesel utilized in the Computation of the Fuel Surcharge.

Weekly On-Highway Retail Diesel Prices

EIA U.S. Energy Information Administration
Independent Statistics and Analysis

[Home](#) > [Petroleum](#) > [Weekly Retail On-Highway Diesel Prices](#)



Glossary

Release Schedule
Printer-Friendly Version
Sign-up for email notification
24-hour hotline: 202-586-6966

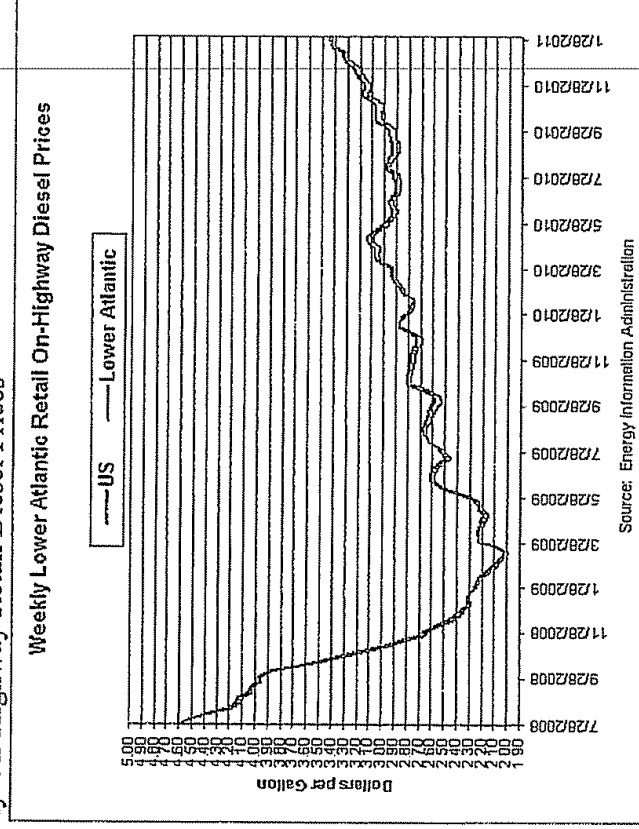
Weekly Retail On-Highway Diesel Prices *

Weekly Retail On-Highway Diesel Prices
(Dollars per gallon, including all taxes)

Region	01/17/11	01/24/11	01/31/11	Change from week ago	Change from year ago	Reference
U.S.	3.407	3.430	3.438	0.008	0.657	Prices for Last 53 Weeks (html) (text)
East Coast	3.448	3.480	3.494	0.014	0.662	Spreadsheet of Complete Diesel Historical Data (.xls)
New England	3.560	3.609	3.633	0.024	0.616	Diesel Fuel Taxes
Central Atlantic	3.556	3.590	3.611	0.021	0.685	Does EIA Calculate Diesel Fuel Surcharges?
Lower Atlantic	3.392	3.421	3.432	0.011	0.657	States in each Region
Midwest	3.371	3.392	3.399	0.007	0.668	Data Collection Procedures and Statistical Methodology
Gulf Coast	3.366	3.382	3.384	0.002	0.640	Coefficient of Variation Report
Rocky Mountain	3.374	3.388	3.396	0.008	0.599	Related Links
West Coast	3.509	3.531	3.533	0.002	0.657	This Week In Petroleum Gasoline and Diesel Fuel Update
California	3.562	3.602	3.612	0.010	0.662	A Primer on Diesel Fuel Prices Real Petroleum Prices (CPI Adjusted)

Petroleum Navigator
Diesel Regulations
U.S. Retail Gasoline Prices

Weekly On-Highway Retail Diesel Prices



[http://...](#)

2/2/2011

On-Highway Diesel Prices, by Week and PADD
(Self Service Cash Price in Dollars per Gallon, Including Taxes)

Average RATE = $A = 76.058 \div 26 = 2.92531$
 $B = 80.326 \div 26 = 3.08946$

DATE	US NATL AVG	EAST COAST		NEW ENGLAND		CENT ATL		LOWER ATL		MIDWEST		GULF COAST		ROCKY MTN		WEST COAST		CA
		PADD I	PADD IA	PADD IB	PADD IC	PADD IB	PADD IC	PADD II	PADD III	PADD IV	PADD V	PADD VI	PADD VII	PADD VIII	PADD IX	PADD X	PADD XI	
110131	3.438	3.494	3.633	3.611	3.432	3.432	3.432	3.399	3.384	3.396	3.533	3.612	3.612	3.612	3.612	3.612	3.612	
110124	3.430	3.480	3.609	3.590	3.421	3.421	3.421	3.392	3.382	3.388	3.531	3.602	3.602	3.602	3.602	3.602	3.602	
110117	3.407	3.448	3.560	3.556	3.392	3.392	3.392	3.371	3.366	3.374	3.509	3.562	3.562	3.562	3.562	3.562	3.562	
110110	3.333	3.364	3.450	3.478	3.308	3.308	3.308	3.302	3.284	3.334	3.445	3.516	3.516	3.516	3.516	3.516	3.516	
110103	3.331	3.357	3.427	3.470	3.303	3.303	3.303	3.303	3.279	3.332	3.443	3.507	3.507	3.507	3.507	3.507	3.507	
101227	3.294	3.313	3.406	3.428	3.256	3.256	3.256	3.278	3.226	3.311	3.405	3.470	3.470	3.470	3.470	3.470	3.470	
101220	3.248	3.260	3.375	3.381	3.197	3.197	3.197	3.229	3.183	3.290	3.366	3.407	3.407	3.407	3.407	3.407	3.407	
101213	3.231	3.248	3.373	3.364	3.187	3.187	3.187	3.205	3.163	3.285	3.361	3.403	3.403	3.403	3.403	3.403	3.403	
101206	3.197	3.206	3.315	3.328	3.144	3.144	3.144	3.175	3.132	3.276	3.321	3.352	3.352	3.352	3.352	3.352	3.352	
101129	3.162	3.166	3.237	3.288	3.108	3.108	3.108	3.144	3.078	3.272	3.300	3.328	3.328	3.328	3.328	3.328	3.328	
101122	3.171	3.172	3.235	3.293	3.115	3.115	3.115	3.156	3.087	3.265	3.316	3.340	3.340	3.340	3.340	3.340	3.340	
101115	3.184	3.187	3.230	3.303	3.133	3.133	3.133	3.167	3.100	3.278	3.329	3.339	3.339	3.339	3.339	3.339	3.339	
101108	3.116	3.114	3.170	3.225	3.061	3.061	3.061	3.102	3.030	3.199	3.273	3.279	3.279	3.279	3.279	3.279	3.279	
101101	3.067	3.063	3.147	3.181	3.005	3.005	3.005	3.049	2.982	3.141	3.242	3.237	3.237	3.237	3.237	3.237	3.237	
101025	3.067	3.064	3.136	3.180	3.008	3.008	3.008	3.048	2.985	3.128	3.243	3.229	3.229	3.229	3.229	3.229	3.229	
101018	3.073	3.072	3.148	3.188	3.016	3.016	3.016	3.063	2.979	3.112	3.249	3.232	3.232	3.232	3.232	3.232	3.232	
101011	3.066	3.065	3.118	3.178	3.011	3.011	3.011	3.055	2.982	3.085	3.239	3.215	3.215	3.215	3.215	3.215	3.215	
101004	3.000	2.997	3.040	3.095	2.952	2.952	2.952	2.990	2.920	3.024	3.165	3.179	3.179	3.179	3.179	3.179	3.179	
100927	2.951	2.946	3.004	3.034	2.904	2.904	2.904	2.928	2.883	3.014	3.121	3.139	3.139	3.139	3.139	3.139	3.139	
100920	2.960	2.949	2.997	3.041	2.905	2.905	2.905	2.944	2.890	3.037	3.120	3.150	3.150	3.150	3.150	3.150	3.150	
100913	2.943	2.932	2.987	3.019	2.890	2.890	2.890	2.920	2.887	3.031	3.104	3.142	3.142	3.142	3.142	3.142	3.142	
100906	2.931	2.923	2.995	3.007	2.880	2.880	2.880	2.900	2.876	3.021	3.104	3.145	3.145	3.145	3.145	3.145	3.145	
100830	2.938	2.930	2.996	3.020	2.886	2.886	2.886	2.909	2.888	3.019	3.101	3.150	3.150	3.150	3.150	3.150	3.150	
100823	2.957	2.952	3.009	3.038	2.910	2.910	2.910	2.927	2.916	3.016	3.114	3.171	3.171	3.171	3.171	3.171	3.171	
100816	2.979	2.977	3.024	3.055	2.940	2.940	2.940	2.953	2.933	3.011	3.129	3.186	3.186	3.186	3.186	3.186	3.186	
100809	2.991	2.990	3.027	3.086	2.962	2.962	2.962	2.966	2.947	2.991	3.124	3.183	3.183	3.183	3.183	3.183	3.183	
100802	2.928	2.934	3.009	3.020	2.890	2.890	2.890	2.900	2.887	2.937	3.071	3.132	3.132	3.132	3.132	3.132	3.132	
100726	2.919	2.928	3.014	3.020	2.880	2.880	2.880	2.891	2.875	2.920	3.060	3.125	3.125	3.125	3.125	3.125	3.125	
100719	2.899	2.913	3.015	3.011	2.861	2.861	2.861	2.866	2.859	2.902	3.042	3.116	3.116	3.116	3.116	3.116	3.116	
100712	2.903	2.921	3.017	3.022	2.869	2.869	2.869	2.865	2.857	2.912	3.057	3.123	3.123	3.123	3.123	3.123	3.123	
100705	2.924	2.944	3.033	3.055	2.889	2.889	2.889	2.890	2.866	2.928	3.077	3.132	3.132	3.132	3.132	3.132	3.132	
100628	2.956	2.975	3.044	3.091	2.919	2.919	2.919	2.930	2.893	2.956	3.099	3.147	3.147	3.147	3.147	3.147	3.147	
100621	2.961	2.974	3.029	3.088	2.921	2.921	2.921	2.936	2.908	2.980	3.093	3.125	3.125	3.125	3.125	3.125	3.125	
100614	2.928	2.949	3.025	3.067	2.892	2.892	2.892	2.892	2.874	2.989	3.054	3.068	3.068	3.068	3.068	3.068	3.068	
100607	2.946	2.973	3.045	3.090	2.916	2.916	2.916	2.904	2.899	3.020	3.058	3.068	3.068	3.068	3.068	3.068	3.068	
100531	2.980	3.005	3.064	3.121	2.950	2.950	2.950	2.940	2.936	3.061	3.082	3.094	3.094	3.094	3.094	3.094	3.094	
100524	3.021	3.039	3.098	3.165	2.981	2.981	2.981	2.985	2.977	3.107	3.132	3.162	3.162	3.162	3.162	3.162	3.162	
100517	3.094	3.109	3.142	3.232	3.054	3.054	3.054	3.067	3.042	3.157	3.204	3.238	3.238	3.238	3.238	3.238	3.238	
100510	3.127	3.136	3.161	3.246	3.087	3.087	3.087	3.102	3.087	3.169	3.233	3.269	3.269	3.269	3.269	3.269	3.269	

http://tonto.eia.doe.gov/oog/info/wohdp/List_Serve_report_All.txt

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100503	3.122	3.127	3.138	3.238	3.079	3.096	3.083	3.166	3.243	3.260
100426	3.078	3.075	3.105	3.186	3.025	3.053	3.038	3.137	3.211	3.227
100419	3.074	3.081	3.103	3.189	3.033	3.044	3.034	3.109	3.203	3.228
100412	3.069	3.082	3.086	3.186	3.037	3.045	3.023	3.082	3.187	3.221
100405	3.015	3.032	3.054	3.136	2.986	2.989	2.978	3.044	3.113	3.147
100329	2.939	2.965	3.029	3.075	2.913	2.910	2.899	2.968	3.027	3.073
100322	2.946	2.973	3.032	3.079	2.923	2.922	2.904	2.954	3.027	3.072
100315	2.924	2.948	3.018	3.055	2.895	2.895	2.897	2.923	3.005	3.065
100308	2.904	2.932	3.015	3.037	2.880	2.871	2.873	2.890	3.003	3.057
100301	2.861	2.902	3.018	3.013	2.844	2.825	2.819	2.851	2.956	3.023
100222	2.832	2.877	3.011	2.967	2.826	2.794	2.793	2.827	2.918	2.980
100215	2.756	2.809	2.991	2.905	2.751	2.705	2.718	2.777	2.846	2.902
100208	2.769	2.819	3.014	2.920	2.757	2.724	2.729	2.782	2.860	2.920
100201	2.781	2.832	3.017	2.926	2.775	2.731	2.744	2.797	2.876	2.950

http://tonto.eia.doe.gov/oog/info/wohdp/List_Serve_report_All.txt

2/2/2011

REVIEW AND EVALUATION OF BIDS

The Purchasing Coordinator shall make an initial review of the bids submitted for compliance with the submittal checklist at the opening of Envelope #1. The City Attorney shall complete a thorough examination of the bid bond, letter of intent to issue performance bond and current insurance certificates and advise the Purchasing Coordinator in the event the documents are nonresponsive. If the contents of envelope #1 are complete and responsive as determined by the Purchasing Coordinator, the Purchasing Coordinator shall notify the proposed bidders of those responsive and eligible to submit Envelope #2, (the price bid). Envelope #2 will be publically opened and read aloud on the advertised date and time. The Evaluation Committee shall be composed of the City Manager, Mayor, Public Works Director, Assistant Public Works Director and one person selected by the City Manager. The Evaluation Committee shall evaluate the bids and rate each bidder based on the criteria below:

Evaluate the lowest and best in compliance with Section 14.09, Purchasing Policy and Section 2-266 Code of Ordinances in addition to price:

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

CONDUCT OF BIDDER'S

All bidder's or individuals acting on behalf of bidders are hereby prohibited from lobbying or otherwise attempting to persuade or influence any member of the City Council or staff of the City at any time during the course of the solicitation process. Failure to comply with this procedure shall result in rejection/disqualification of said bid without exception. All bidders or individuals acting on behalf of bidder's are further prohibited from contacting or otherwise attempting to communicate with any member of the staff regarding the pending solicitation or its outcome until after the staff has arrived at a recommendation of the most qualified bidders. Until such recommendation is disclosed, any contact with the staff shall be channeled through the Office of Purchasing. Failure to comply with this procedure shall result in rejection/disqualification of said bid submittal without exception.

BID TIMELINE

The schedule for the bid is as follows:

Bid release date	April 7, 2011
Bid pre-submittal meeting (mandatory)	April 14, 2011 10:00 a.m.
Bid deadline for questions	April 28, 2011 5:00 p.m.
Bid due date and time, Envelope #1	May 6, 2011 2:30 p.m.
Bid due date and time, Envelope #2	May 16, 2011 2:30 p.m.
Interviews & Ranking of Proposals	May 23, 2011
Approval of Selected Respondent	June 7, 2011

INSURANCE REQUIREMENTS

The bidder shall maintain insurance during the life of this agreement, and the City of Port Orange must be listed as additional insured on that insurance document, a waiver of subrogation on the workers compensation shall suffice in lieu of additional insured, in an amount and a form set forth herein, to insure against risks which are identified herein. Insurance companies shall be rated by A.M. Best A rating or better.

Insurance	Standards	Comments
Workers <u>Limits:</u> Compensation Additional Coverage: Special Conditions:	Coverage A - Statutory Coverage B - \$1,000,000 All States (Broad Form) Voluntary Compensation 30 days' notice of cancellation to Governmental Entity, Waiver of Subrogation in lieu of additional insured will suffice with such policy endorsement as may be required by the insurer.	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 <u>Limits:</u> General Liability (including Completed Operations and Contractual Liability <u>Special Conditions:</u>	Combined Single Limit Bodily Injury and Property damage \$1,000,000 occurrence \$2,000,000 aggregate 30 day notice to Governmental Entity, Additional Insured, City to be added as Additional Insured	When the contract work is on or under railroad rights of way or properties, the Contractor shall obtain and maintain, during the life of the contract, railroad protective liability and property damage insurance in such additional amounts as requested by the railroad.
<u>Comprehensive Limits:</u> Business, Automobile Liability to include all automobiles. <u>Additional Coverage:</u> <u>Special Conditions:</u>	Auto Liability Body Injury: \$300,000 each person \$500,000 each occurrence. Property Damage Liability \$300,000 each occurrence. Non-Owned, Hired Car 30 days' notice of cancellation to Governmental Entity.	OR \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage

Property Insurance <u>Limits:</u> Builders Risk. <u>Additional Coverage:</u> <u>Special Conditions:</u>	Buildings - Completed value of contract. “All Risk” coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA 30 days’ notice of cancellation to Owner, Additional insured.	If the Contract requires handling or installation of Owner’s equipment, coverage should be furnished on “All Risk” form, including transit and Owner shall be named.
Professional Liability Limits: (Errors & Omissions) <u>Special Conditions:</u>	Coverage- \$1,000,000.min. 30 days’ notice of cancellation to Owner, Additional insured.	

Policies other than Workers’ Compensation shall be issued only by companies authorized by subsisting certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a Best’s Rating of “A” or better accordingly to the A.M. Best Company. Policies for Workers’ Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.57

PERFORMANCE AND GUARANTEE BOND

KNOW ALL PERSONS BY THESE PRESENTS THAT

(Legal Title and Address of Contractor)

as Principal (hereinafter referred to as "Principal"), and

(Legal Title and Address of Surety)

as Surety (hereinafter referred to as "Surety"), are held and firmly bound unto the City of Port Orange as Obligee (hereinafter referred to as "Obligee"), in the amount of _____

_____ Dollars (\$ _____), to which payment Principal and Surety (hereinafter referred to collectively as "Obligors") bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal and Obligee have entered into a written agreement dated _____ (hereinafter referred to as the "Contract"), to perform certain work for _____

_____ (Insert Name of Job/Project) hereinafter referred to as the "Project"), as evidenced by the Agreement (Contract) between the parties incorporated therein, all of which is hereby referred to and made a part hereof.

NOW, THEREFORE THE CONDITON OF THIS BOND is such that

1. Principal shall:
 - (a) Promptly and faithfully perform at the times and manner prescribed each and all of the terms, conditions, and provisions of the Contract, in strict accordance with its terms, as those terms may modified or amended from time to time, and timely complete the Project in accordance with the terms thereof; and
 - (b) Indemnify, save and hold harmless Obligee and all of its officers, agents and employees from any and all losses, liability and damages, claims, judgments, liens, costs, and fees of every description, whether in contract or in tort, whether imposed by law or equity, which may be caused Obligee by reason of the failure or default on the part of Principal to perform any and all of the terms of the Contract, including all modifications and amendments thereto, and any warranties or guarantees required thereunder.
2. If all duties owing to Obligee under the Contract and the guarantees provided herein are not performed, which shall include, but not limited to, Principal's breach or default of the Contract, then, upon delivery of written notice from Obligee to Surety, Obligee shall be permitted to remedy the default or breach of Principal at the expense of the Surety, which expense shall be promptly paid or reimbursed by Surety to Obligee.
3. Surety shall not assert solvency of its Principal or its Principal's denial of default as justification for its failure to guarantee the obligations of the Principal, denying its liability to Obligee under this bond or for denying its liability for any portion of the damages claimed hereunder, including any delay damages.
4. Surety, for value received, hereby estimates and agrees that no changes, substitutions, extensions of time, alterations or additions to the terms of the Contract or to the work to be performed thereunder, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, substitutions, extensions of time, alterations or additions to the terms of the Contract or to work to be performed thereunder, and agrees that these changes, substitutions, and additions shall become

provisions of the Contract. Surety further agrees that compliance and noncompliance with any formalities connected with the Contract or change does not affect the Surety's obligation under this bond.

5. Surety further agrees, as part of its obligation, to pay all damages of any kind that may result from a failure in any respect to perform and complete the Contract in a timely manner, including but not limited to, all delay damages, the obligee shall be entitled to recover from Surety all attorney's and other legal fees and litigation costs, including the cost of any appeal, incurred by Obligee.
6. Surety agree that, other than as provided in this bond, it may not demand of Obligee that Obligee shall: (a) perform anything or act, (b) give any notice, (c) furnish any clerical assistance, (d) render any service, (e) furnish any papers or documents, or (f) take any action of any nature or description which is not required of Obligee to be done under the Contract or related documents.

This performance bond is a common law bond and the notice and time limits of § 95.11(2)(6), Florida Statute, apply to actions for performance of this contract. Contractor shall execute and provide one (1) of the following:

Signature, corporate seal, attesting secretary; or
Signature, two (2) witnesses; or
Signature, Notary.

_____	_____
Attest Secretary or Witness	Name of Firm
_____	_____ (SEAL)
Witness	President, Owner/Partner
_____	(Sign as on contract)
Witness	
State of _____	
County of _____	
On this _____ day of _____, 20____	_____
	Print name(s) of signers

Personally appeared before me, as the signer(s) of the attached instrument, and he/she/they signed the instrument voluntarily for the purpose expressed in it, who is personally known to me or has produced

_____	_____
Type of Identification ID/Expiration Date	Signature of Notary

	Printed Name of Notary
IN THE PRESCENCE OF	
_____	BY: _____
	Attorney-In-Fact
_____	_____
As to Surety	Florida Resident Agent
State of _____	
County of _____	
On this _____ day of _____, 20____	_____
	Print name(s) of signers

Personally appeared before me, as the signer(s) of the attached instrument, and he/she/they signed the instrument voluntarily for the purpose expressed in it, who is personally known to me or has produced

Type of Identification ID/Expiration Date

Signature of Notary

Printed Name of Notary

NOTE: If both Principal and Surety are corporations, the respective corporate seals shall be affixed and attached. Power of Attorney to be attached.



CITY OF PORT ORANGE

STANDARD CONTRACT FOR SERVICES

BID 11-08 COLLECTION AND DISPOSAL OF SOLID WASTE, YARD WASTE AND RECYCLABLE MATERIALS

This Contract is entered into this ____ day of _____, **2011**, by and between the City of Port Orange, Florida, located at 1000 City Center Circle, Port Orange, Florida, 32129 or its authorized agents, and the Contractor identified below for materials and services identified herein, on the following terms and conditions.

1. Definitions.

(a) As used in this Contract, the term "City" shall mean the City of Port Orange, Florida.

(b) As used in this Contract, the term "Contractor" shall mean: (Insert Name of Contractor)

2. Provision of Services.

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

Bid# 11-08 Collection and Disposal of Solid Waste, Yard Waste, and Recyclable Materials, which shall be incorporated herein by reference in its entirety and includes all schedules, exhibits, route maps, specifications and addenda.

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

Time: As outlined and directed in BID# 11-08 Collection and Disposal of Solid Waste, Yard Waste, and Recyclable Materials

Place: As outlined in BID# 11-08 Collection and Disposal of Solid Waste, Yard Waste, and Recyclable Materials.

Manner: In a manner consistent with all current Federal, State, and Local laws, regulations and ordinances, including State Health Department regulations and local Fire, Building and Land Development Codes. Contractor shall obtain and maintain all required Permits and Licenses as required at all times during the effective period of this Agreement and any extension thereof.

3. Time and Essence.

Commencement - On October 1, 2011 upon receipt of an official "Notice to Proceed". This Agreement shall be for a term of ____ year(s) which term may be extended by for an additional term in accordance with the Bid documents.

4. City Obligations.

In return for the services identified above, the City shall pay the Contractor the following: As set forth in attached proposal/bid form.

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 at the address set forth in paragraph 24, 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 subcontractors 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 its best efforts to mitigate any damages which may be sustained by it 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 their 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 to this Contract, shall pay from using department's budget reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or 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 upon 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:

(a) cost of work performed or supplies delivered;

(b) the cost of settling and paying any reasonable claims as provided in paragraph

(c)(iv), above; and

(c) 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 21 of this contract concerning disputes.

6. When termination for the convenience of the City is a provision of this contract, the Contractor shall include similar provisions in any approved 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 upon providing notice and a reasonable opportunity to cure.

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 approved subcontract for more than ten thousand and 00/100 dollars (\$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 directly pertinent books, documents, papers and records of such contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

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

9. Termination for Non-Appropriation of Funds.

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

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

10. The Contractor shall maintain insurance during the life of this agreement, and the City of Port Orange must be listed as additional insured on that insurance document, a waiver of subrogation on the workers compensation shall suffice in lieu of additional insured, in an amount and a form set forth herein, to insure against risks which are identified herein. Insurance companies shall be rated by A.M. Best A rating or better.

Insurance	Standards	Comments
Workers <u>Limits:</u> Compensation Additional Coverage: Special Conditions:	Coverage A - Statutory Coverage B - \$1,000,000 All States (Broad Form) Voluntary Compensation 30 days' notice of cancellation to Governmental Entity, Waiver of Subrogation in lieu of additional insured will suffice with such policy endorsement as may be required by the insurer.	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 <u>Limits:</u> General Liability (including Completed Operations and Contractual Liability <u>Special Conditions:</u>	Combined Single Limit Bodily Injury and Property damage \$1,000,000 occurrence \$2,000,000 aggregate 30 day notice to Governmental Entity, Additional Insured, City to be added as Additional Insured	When the contract work is on or under railroad rights of way or properties, the Contractor shall obtain and maintain, during the life of the contract, railroad protective liability and property damage insurance in such additional amounts as requested by the railroad.
<u>Comprehensive Limits:</u> Business, Automobile Liability to include all automobiles. <u>Additional Coverage:</u> <u>Special Conditions:</u>	Auto Liability Body Injury: \$300,000 each person \$500,000 each occurrence. Property Damage Liability \$300,000 each occurrence. Non-Owned, Hired Car 30 days' notice of cancellation to Governmental Entity.	OR \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage
Property Insurance <u>Limits:</u> Builders Risk. <u>Additional Coverage:</u>	Buildings - Completed value of contract. "All Risk" coverage on latest ISO form or its equivalent. Permission granted	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>Special Conditions:</u>	to occupy. Owner named as insured AIMA 30 days' notice of cancellation to Owner, Additional insured.	
Professional Liability Limits: (Errors & Omissions) <u>Special Conditions:</u>	Coverage- \$1,000,000.min. 30 days' notice of cancellation to Owner, Additional insured.	

Policies other than Workers' Compensation shall be issued only by companies authorized by subsisting certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a rating of "A" or better accordingly to the A.M. Best Company. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.57

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

12. Assignability of Contract:

This Contract or any part hereof, may not be assigned or subcontracted by the Contractor to any other party without the express written consent of the City Council.

13. Modifications or Changes to this Contract:

(a) Change Orders. The Finance Director, with the concurrence of the City's signatory to this Contract, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of the performance; provided that no Contractor shall be excused from performance under the changed contract by failure to agree to such changes, and it is the express purpose of this provision to permit unilateral changes in the Contract subject to the conditions and limitations herein.

(b) If any change under this clause causes an increase in the Contractor's cost of, or time of performance required Contractor may request the equitable adjustment in accordance with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change. Failure to agree to any adjustment shall not excuse the Contractor from proceeding with the contract as changed.

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

(d) The Contractor shall make a demand for payment for changed work within thirty (30) days of receipt of a change order, unless such time period is extended in writing, or unless the Finance Director requires submission of a cost proposal prior to the initiation of any changed work or supplies. Later notification shall not bar the honoring of such claim or demand unless the City is prejudiced by such delay.

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

14. Warranties:

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

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

15. Additional Warranties:

Contractor further expressly warrants that, to the extent applicable under this Contract, manufacturer shall provide a one (1) year warranty on vehicles, materials, supplies and equipment. This warranty shall cover 100% of all component failures due to defects in workmanship or resulting from repeated regular use for the purposes intended. Routine maintenance, including such items as filters, tires, brake shoes, and drums are not included. Warranty claims shall be handled by manufacturer or distributor. This is a minimum acceptable warranty. Warranty will be considered in bid award. Manufacturers shall offer the best available warranty and Distributor must have facility to conduct warranty work in a timely manner, if applicable.

16. Additional Bond Security:

If any surety bond furnished in connection with this Contract becomes unacceptable to the City, the Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Contract.

17. Inspection:

(a) All supplies (which term throughout this clause includes, without limitation, equipment, containers, vehicles, 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 at the place of manufacture, and in any event prior to acceptance.

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

Acceptance or rejection of the supplies shall be made as promptly practicable after delivery, except as otherwise provided in this Contract; by failure to inspect and accept or reject supplies shall neither relieve the Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefore.

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

18. Contract Administration--Delegation of Authority. The Public Works Department will perform contract administration of this Contract. The specific individual assigned to administer this contract is: Mr. Warren Pike, Public Works Director, City of Port Orange, Florida. See, paragraph 24 for notice requirements. The contract administrator is not authorized to approve changes to this contract unless such authority has been specifically delegated to the contract administrator in writing and has been approved by the City's signatories to this Contract. The City will not be held liable for any changes, which have not been properly authorized and approved in accordance with this Contract.

19. Liability for Loss or Damage:

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

20. Non-discrimination:

During the performance of this Contract, Contractor agrees as follows:

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

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

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over ten thousand and 00/100 dollars (\$10,000) and each subcontractor or vendor shall be bound thereby.

21. Disputes:

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

Pending a final determination of a properly appealed decision of the Finance Director, the City Manager, and the City Council, the Contractor shall proceed diligently with the performance of the Contract in accordance with that decision.

22. Additional Provisions.

As may have been outlined in: BID# 11-08 Collection and Disposal of Solid Waste, Yard Waste, and Recyclable Materials

23. Integration Clause:

This Contract and the bid documents, including all maps, schedules, exhibits and attachments, which are 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.

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

City of Port Orange
Kenneth W. Parker, City Manager
1000 City Center Circle
Port Orange, FL 32129

Copy to: City of Port Orange
Warren Pike, Public Works Director
407 Virginia Ave
Port Orange, FL 32129

CITY OF PORT ORANGE, FLORIDA

By: _____
Allen Green, Mayor

Date: _____

Attest:

Kenneth W. Parker, City Manager

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by Allen Green and Kenneth W. Parker, as Mayor and City Manager, respectively, of the City of Port Orange, Florida, a chartered municipal corporation, who acknowledge that they are duly authorized to execute the foregoing **Standard Contract for Services BID 11-08**, on behalf of the City, and who are personally known to me.

Notary Public, State of Florida at Large
Printed, typed or stamped name, seal,
Commission number and expiration of term:

CONTRACTOR

Firm / Contractor Name

By: _____
Authorized Official or Company Representative

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by _____, Authorized Official or Authorized Representative of _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Notary Public, State of Florida at Large
Printed, typed or stamped name, seal,
Commission number and expiration of term:



End of Bid Documents



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 07/19/2016

Consent item: Yes

SUBJECT: Award of ITB #16-19 City Hall Breakroom Remodeling and Pedestrian Bridge Repair to A.G. Pifer Construction Company, Inc.

DEPARTMENT: Public Works

GOAL: 1 - Infrastructure Preservation

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

RECOMMENDED MOTION: Move to award the remodeling of City Hall break room to A.G. Pifer Construction Company, Inc. for a total cost of \$42,230.00, and authorize the Mayor and City Clerk to execute all required documents.

SUMMARY: On May 17, 2016, bids were publicly opened for the Break Room Remodeling and Pedestrian Bridge Repair, ITB#16-19. A.G. Pifer Construction Company Inc. was the lowest, responsive, and responsible bidder with a base bid of \$35,130.00 for the break room remodeling, alternate bid #3 of \$5,660.00 to provide the appliances, and alternate bid #4 of \$1,440.00 to provide the electro-magnetic door operator. Total cost, base bid plus the three alternates, is \$42,230.00.

Due to budget limitations, it is recommended that all bids be rejected for the pedestrian bridge repairs component of the bids and the bids for the break room remodeling be awarded.

The prices submitted for the break room remodeling have been determined to be reasonable for the work to be performed, and it is recommended that the base bid plus alternates #3 and #4 be awarded to A.G. Pifer Construction Company, Inc.

Project No.: AIO030 Funding Account No.: 506-4200-539. 46-16

ATTACHMENTS:

1.	Standard Contract for Services	Standard Contract for Services AG.pdf
2.	Tabulation for Bid #16-19	Bid Tabulation for Bid #16-19.pdf
3.	ITB 16-19 Break Room Remodeling and Pedestrian Bridge Repair	ITB 16-19 Final.pdf
4.	ITB 16-19 A G Pifer Construction Bid Submittal	ITB 16-19 A G Pifer Construction Co Inc Response (05-17-16).pdf
5.	Bid 16-19 Addendum No. 1	Bid 16 19 ADDENDUM No. 1.pdf

Mike Silvey	Created/Initiated - 06/28/2016
Alyssa Walker	Approved - 06/28/2016
Branford Adumuah	Approved - 06/28/2016
Tracey Riehm	Approved - 07/12/2016
Margaret Roberts	Approved - 07/13/2016
M. Jake Johansson	Final Approval - 07/13/2016



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2016, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **A.G. PIFER CONSTRUCTION CO., INC.** ("Contractor"), a Florida corporation, whose principal address is 3629 Old DeLand Road, Daytona Beach, Florida 32124 ("Contractor"). (The City and Contractor are collectively referred to herein as the "Parties.")

1. Provision of Services

- (a) The Contractor hereby agrees to provide the City of Port Orange with remodeling of the break room located at 1000 City Center Circle, as further described in BID No. 16-19 Break Room Remodeling and Pedestrian Bridge Repair, Addendum No. 1, and A.G. Pifer Construction Co. Inc. Total Base Bid and Alternates 3 and 4, attached hereto as Exhibit "1."

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

Term: The term of this Contract shall commence on the last date this Contract is signed by the Parties and the work described in Exhibit "1" shall be completed within 60 days of issuance of a written Notice to Proceed, with an additional 30 days allowed for unforeseen issues (the "Term").

Manner and Place: As outlined in Exhibit "1", in accordance with Standard Construction Details as required on all City owned facilities and properties (i.e. rights-of-way) and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances. Contractor shall not deliver goods or services without a written purchase order(s), signed by an authorized agent of the City of Port Orange. Contractor shall cause goods to be delivered to the City in the most expedient, cost effective manner.

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

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

2. City Obligations. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "1," subject to a limit up to but not to exceed Forty-Two Thousand, Two Hundred Thirty and 00/100 Dollars (\$42,230.00) for the term of the contract. The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then

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

3. Contract Documents The following forms are attached as Exhibit "2" and must be completed, signed, witnessed and notarized as indicated, and returned to the City prior to the commencement of any services by Contractor under this Contract:

a. Front Page for Bond (F.S. § 255.05)

Combination Payment and Performance Bond (F.S. §255.05)

4. Contract Administration. The Director of Public Works, Branford N. Adumuah, shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

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

6. Termination for Convenience of the City

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

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

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

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

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

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

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

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

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

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

8. Termination for Default. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein.

9. Examination of Records

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

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

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

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

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

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

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

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

If Contractor does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Contractor may be subject to penalties under Section 119.10, Florida Statutes.

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

11. Termination for Non-Appropriation of Funds

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

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

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

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

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

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

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

14. Modifications or Changes to this Contract

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

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

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

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

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

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

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

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

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

19. Inspection

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

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered

for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

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

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

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

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

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

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

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

appealed decision of the Finance Director, Contractor shall proceed diligently with the performance of this Contract in accordance with that decision.

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

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

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

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

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

City:	City of Port Orange Attention: City Manager 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5501
Copy to:	City of Port Orange Attention: Branford N. Adumuah, Director of Public Works 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5575
Contractor:	A.G. Pifer Construction Co., Inc. Attention: Anthony G. Pifer, President 3629 Old DeLand Road Daytona Beach, Florida 32124 (386) 257-4448 – business agpcon@bellsouth.net

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:

A.G. PIFER CONSTRUCTION CO., INC.

By: _____

Anthony G. Pifer, President

Printed Name: _____

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

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Anthony G. Pifer, as President of A.G. Pifer Construction Co., Inc., a Florida corporation, and who:

[Notary: Please select one]

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

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Allen Green, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

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

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

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

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

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

[CA 5360]

TOTAL BASE BID FORM

TOTAL BASE BID

BID #16-19

BREAK ROOM REMODELING AND PEDESTRIAN BRIDGE REPAIR

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

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

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

The undersigned offers to furnish all materials, equipment and labor for the provision of Break Room Remodeling and Pedestrian Bridge Repair for the City of Port Orange, Florida, complete in every respect in strict accordance with the specifications and any future changes therein. The Contractor shall perform these obligations for the prices listed attached and made a part of this Bid.

I. TOTAL BASE BID COST FOR BREAK ROOM REMODELING:

Thirty Five Thousand, One Hundred, Thirty Dollars and 00/100

(In Words)

TOTAL BASE BID COST FOR BREAK ROOM REMODELING:

\$35,130.00

(In Figures)

ALTERNATE #1: PROVIDE NEW (FURNISH AND INSTALL) NEW ADJUSTABLE BAHAMA SHUTTERS OVER THE EXISTING STOREFRONT.

Two Thousand, Eight Hundred Dollars and 00/100

(In Words)

ALTERNATE #1: PROVIDE NEW (FURNISH AND INSTALL) NEW ADJUSTABLE BAHAMA SHUTTERS OVER THE EXISTING STOREFRONT.

\$2,800.00

(In Figures)

ALTERNATE #2: PROVIDE NEW AIR-CURTAIN OVER THE EXISTING STOREFRONT ENTRY DOOR.

Nine Hundred, Seventy-Five Dollars and 00/100

(In Words)

ALTERNATE #2: PROVIDE NEW AIR-CURTAIN OVER THE EXISTING STOREFRONT ENTRY DOOR.

\$975.00

(In Figures)

ALTERNATE #3: PROVIDE APPLIANCES LISTED ON THE DRAWING.

Five Thousand, Six Hundred, Sixty Dollars and 00/100

(In Words)

ALTERNATE #3: PROVIDE APPLIANCES LISTED ON THE DRAWING.

\$5,660.00

(In Figures)

ALTERNATE #4: PROVIDE ELECTRO-MAGNETIC DOOR OPERATOR ON EXISTING DOOR FROM CHAMBER LOBBY.

One Thousand, Four Hundred, Forty Dollars and 00/100

(In Words)

ALTERNATE #4: PROVIDE ELECTRO-MAGNETIC DOOR OPERATOR ON EXISTING DOOR FROM CHAMBER LOBBY.

\$1,440.00

(In Figures)

ALTERNATE #5: COST FOR PERFORMING BREAK ROOM WORK AFTER REGULAR BUSINESS HOURS (8:00 AM – 5:00PM).

None

(In Words)

ALTERNATE #5: COST FOR PERFORMING BREAK ROOM WORK AFTER REGULAR BUSINESS HOURS (8:00 AM – 5:00PM).

\$0.00

(In Figures)

II. TOTAL BASE BID COST FOR PEDESTRIAN BRIDGE REPAIR:

Can't obtain material. Discontinued per Dana Callan @ Dittmer Architectural Aluminum.
See attached E-mail. (In Words)

TOTAL BASE BID COST FOR PEDESTRIAN BRIDGE REPAIR:

Can't obtain material. Discontinued per Dana Callan @ Dittmer Architectural Aluminum.
See attached E-mail. (In Figures)

ALTERNATE #1: PROVIDE (FURNISH AND INSTALL) APROXIMATLEY 290 LINEAL FEET OF ALUMINUM ANGLE AND 78 SLEEVE ANCHORS INTO THE EXISTING CONCRETE WALLS TO ANCHOR THE EXISTING COVER AS SHOWN ON THE DRAWING.

Nine Thousand, Five Hundred, Twenty-Two Dollars and 00/100

(In Words)

ALTERNATE #1: PROVIDE (FURNISH AND INSTALL) APROXIMATLEY 290 LINEAL FEET OF ALUMINUM ANGLE AND 78 SLEEVE ANCHORS INTO THE EXISTING CONCRETE WALLS TO ANCHOR THE EXISTING COVER AS SHOWN ON THE DRAWING.

\$9,522.00

(In Figures)

ALTERNATE #2: REPLACE DAMAGED ACRYLIC PANELS AND REPAIR/REPLACE WIND/RAIN BAFFLES ON THE RIDGE CAP AS SHOWN ON THE DRAWING.

Can't obtain material. Discontinued per Dana Callan @ Dittmer Architectural Aluminum.
See attached E-mail. (In Words)

ALTERNATE #2: REPLACE DAMAGED ACRYLIC PANELS AND REPAIR/REPLACE WIND/RAIN BAFFLES ON THE RIDGE CAP AS SHOWN ON THE DRAWING.

Can't obtain material. Discontinued per Dana Callan @ Dittmer Architectural Aluminum.
See attached E-mail. (In Figures)

ALTERNATE #3: COST FOR PERFORMING REINFORCMENT WORK AND REPLACEMENT OF DAMAGED ACRYLIC PANELS WORK ON PEDESTRIAN BRIDGE AFTER REGULAR BUSINESS HOURS (8:00 AM – 5:00PM).

None

(In Words)

ALTERNATE #3: COST FOR PERFORMING REINFORCMENT WORK AND REPLACEMENT OF DAMAGED ACRYLIC PANELS WORK ON PEDESTRIAN BRIDGE AFTER REGULAR BUSINESS HOURS (8:00 AM – 5:00PM).

\$0.00

(In Figures)

Payment will be made within 45 days after receipt of merchandise and a proper invoice. The City will attempt to pay within fewer days if Bidder/Proposer offers a payment discount. (Ex. 1% Net 30)

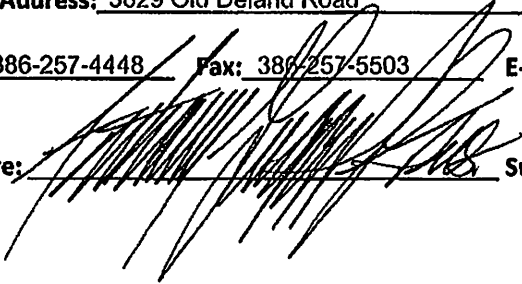
All bid prices shall be written in ink, in both words and numerals, in the blank spaces for each item, with the amounts extended if a unit price bid and all amounts totaled. In the event of any discrepancy between the written amounts and the numerals, the written amounts shall govern and will be considered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

Company Name: A.G. Pifer Construction Co. Inc.

Contact Person / Title: Anthony Gregg Pifer, President

Mailing Address: 3629 Old Deland Road State: FL Zip: 32124

Phone: 386-257-4448 Fax: 386-257-5503 E-Mail: agpcon@bellsouth.net

Signature:  Submitted on: May 17, 2016.

This document must be completed and returned with your Submittal

SECTION 3 – SCOPE OF WORK

Prepared by:
DANA M. SMITH, ARCHITECT
-PRINCIPLE-
DJ DESIGN SERVICES, INC.
913 North Nova Road, Holly Hill FL
APRIL 2016

Issued by:
DAVID BATTAGLIA, PURCHASING AGENT
CITY OF PORT ORANGE PURCHASING DIVISION
APRIL 2016

PROJECT DESCRIPTION:

The City of Port Orange is soliciting competitive sealed bids from vendors for the remodeling of the break room and repair of the pedestrian bridge located at 1000 City Center Circle, Port Orange, Florida 32129.

SCOPE OF WORK:

**Port Orange City Hall
Break Room Remodeling and Pedestrian Bridge Repair**

The existing City Hall Break Room, located near the northeast entrance to City Hall and encompassing Rooms 161-166, inclusive shall be remodeled to be more accessible and user-friendly. The Base Bid shall include selective demolition of existing partitions, flooring, ceiling and millwork. Base Bid new construction shall include new in-fill partitioning, finishes, new stainless-steel double sink, new millwork and electrical power receptacles. Included also in the Base Bid is the labor and supplies to install the Owner-purchased appliances listed on the drawing.

Additive Alternate #1 – Provide (furnish and install) new adjustable Bahama shutters over the existing storefront.

Additive Alternate #2 – Provide new air-curtain over the existing storefront entry door.

Additive Alternate #3 – Provide appliances listed on the drawing.

Additive Alternate #4 – Provide electro-magnetic door operator on existing door from Chamber Lobby.

The existing pedestrian bridge is a poured-in-place concrete walkway approximately 144 feet long between the main parking areas and the second floor of City Hall. The cover is an aluminum-framed, arched canopy with tinted acrylic panels manufactured by Dittmer Architectural Aluminum. Several of the existing anchor bolts have sheared-off as a result of rust and several of the acrylic panels are distressed/cracked from age. There are also persistent leaks along the entire length of the cover. The Base Bid shall include the inspection, repair/replacement of the existing expansion-joint covers and re-sealing of same.

Additive Alternate #1 – Provide (furnish and install) approximately 290 lineal feet of aluminum angle and 78 sleeve anchors into the existing concrete walls to anchor the existing cover as shown on the drawing.

Additive Alternate #2 – Replace damaged acrylic panels and repair/replace wind/rain baffles on the ridge cap as show on the drawing.

CITY HALL BREAK ROOM:

GENERAL NOTES:

1. It is the contractor's responsibility to examine the drawings and to compare the requirements of each division (i.e. mechanical, architectural, electrical, etc.) and ensure that each trade or subcontractor is making the allowances necessary to provide the owner a complete facility, operational in all respects. Unless otherwise specifically noted in the drawings or project manual, it is also the contractor's responsibility to notify the architect/engineer of any deficiencies or discrepancies among the divisions of the drawings and specifications prior to the bid date. Neither the owner nor architect/engineer will be responsible for any deficiencies or discrepancies raised after the bid opening. Accordingly, in light of these obligations, the architect/engineer is obligated to interpret the drawings and specifications in a manner that will provide the owner with a complete, functioning facility for the bid price.
2. Any and all deviations from specified products must be approved by the architect.
3. The contractor shall provide safe, sufficient, and proper facilities at all times for the inspection of the work by the owner, architect, and all appropriate governmental and regulatory agencies.
4. The existence and location of existing under-slab utilities are not guaranteed and shall be investigated and verified in the field by the contractor before starting work. The contractor shall be held responsible for any damages to, and for proper maintenance protection of, existing utilities during the construction process.
5. The project shall be constructed to comply with the 5th Edition (2014) Florida Building Code, and adopted amendments as required by City ordinance.
6. All new doors installed in the means of egress including exit access doors from all walk in and areas shall be 36" wide thereby providing a minimum 32" clear opening.
7. Door hardware furnished for new doors or relocated doors installed in the means of egress, including exit access doors, will be operable from the inside without special key effort or knowledge. Hardware shall be in accordance with the 5th Edition 2014 Florida Building Code, Accessibility per Section 309.4 and 404.2.7. Doors shall have opening forces complying with Section 404.2.9 of the 5th Edition 2014 Florida Building Code, Accessibility and with Section 1008.1.3 of the 5th Edition 2014 Florida Building Code, Building.
8. Paint all new surfaces as scheduled and as required to assure a uniform appearance.
9. Partition walls shall be constructed of materials as allowed per Section 602 and Table 601 of the 5th Edition (2014) Florida Building Code for the type construction referenced elsewhere.
10. Interior finish classification shall be as noted in Table 8013.9 of the 5th Edition (2014) Florida Building Code for the construction type referenced elsewhere.
11. Furniture, fixtures and equipment shown for clarity, provided by owner, unless indicated otherwise.

12. Contractor must keep the site and surrounding area clean of dirt and dust. Noisy work may need to be done during off hours. Contractor to remove all demolition and construction debris off site. Do not use City dumpsters.
13. Refer to new reflected ceiling plan for light, and diffuser types and locations.
14. Verify all sprinkler coverage with new layout and add heads as required for complete coverage. Fire sprinkler contractor shall provide as-built drawings of final sprinkler head locations for record.
15. Provide new lights at all indicated locations. New power outlets, strips, and dedicated terminals shall be provided by Florida Certified Electrician. All new electrical and data outlets shall be 18" AFF unless noted otherwise.
16. Verify ceiling heights prior to start of work. Provide bulkhead, where needed.

ADDITIONAL SERVICES:

1. Provide new partition infill where door/frame is removed.
2. Provide new partition to 6" above ceiling.
3. Provide new S.S. double sink. Reconnect to hot/cold water and sanitary. Basis-of-design: Elkay Crosstown Universal mount sink kit with LK1001CR faucet.
4. Provide new glass top cook-top with oven and combo micro-exhaust fan. Connect exhaust to existing duct work (Additive Alternate #3).
5. Provide new plastic-laminate covered counters and base cabinets. SWI custom grade, manufacturer's standard colors.
6. Provide new under-counter ice maker. Re-connect water supply. (Additive Alternate #3)
7. Provide new Lvt Plank with 12 mil surface and new 4: resilient base (roll) for all existing and renovated spaces. Basis-of design: Shaw New Market 6, Lancaster 00520.
8. Paint all new and existing walls with epoxy coating. Basis-of-design: Corotech Waterborne Amine Epoxy.
9. Provide new 2' x 2' acoustical panel ceiling in new suspended aluminum grid as shown in drawing. Basis-of-design: Armstrong Fine-Fissured Square-Edge Lay9In (Clip-Down). Coordinate existing and relocated sprinkler heads and diffusers.
10. Provide new Mars LPV236 Air Curtain. Air curtain activates when door opens. (Additive Alternative #2)
11. Provide new power and data outlets as indicated in drawing.
12. Provide new adjustable Bahama Shutters as indicated in drawing. (Additive Alternate #1)

13. Laminate, one layer 60 mil. Rigid vinyl wall covering 4'-0" H. Basis-of-design: Pawling Pro-Tek.
14. Electro-magnetic low energy door operator on existing door from Chamber Lobby (Additive Alternate #4)

DEMOLITION GENERAL NOTES:

1. Demolition shall be completed only to extent necessary to perform new work. Items to be removed shall be removed completely. Patch holes and surfaces remaining shall be smooth, clean, and ready to accept new work, typically.
2. Owner will remove movable appliances, furniture, A/V equipment, furnishings and artwork prior to start of demolition. Typical in all rooms shown in drawing.
3. Electrical and data devices shown in drawing are to be removed and shall have wiring removed back to panels or to nearest splice point. Conduits shall be removed back to nearest exposed point.
4. Remove existing ATP ceiling and grid lighting fixtures and appurtenances. Salvage mechanical diffusers for reuse.
5. Remove all existing VCT and resilient base.

APPLIANCE SCHEDULE:

Base bid – labor/supplies to install owner-purchased appliances listed below. Additive Alternate #3 – General Contractor shall provide (furnish and install) appliances.

1. 1.4 Cu.Ft. counter top microwave. Color white, G.E. Model # JES1456DSWW, quantity one (1).
2. 1.6 Cu.Ft. over the range microwave, color white, G.E. Model # JVM13160DFWW, quantity one (1).
3. 5.3 Cu. Ft. electric range with self cleaning oven, color white, G.E. Model # JB630DFWW, quantity one (1).
4. 25.5 Cu. Ft. French door refrigerator, color white, Samsung Model # RF26FENDWW, quantity one (1).
5. Under counter ice machine, Manitowoc Model # UYO140A – 132 lbs., NEO series, quantity one (1).

PEDESTRIAN BRIDGE STRUCTURAL REPAIR PLAN

GENERAL NOTES:

1. It is the contractor's responsibility to examine the drawings and to compare the requirements of each division (i.e. mechanical, architectural, electrical, etc.) and ensure that each trade or subcontractor is making the allowances necessary to provide the owner a complete facility, operational in all respects. unless otherwise specifically noted in the drawings or project manual. It is also the contractor's responsibility to notify the architect/engineer of any deficiencies or discrepancies among the divisions of the drawings and specifications prior to the bid date. Neither the owner nor architect/engineer will be responsible for any deficiencies or discrepancies raised after the bid opening. Accordingly, in light of these obligations, the architect/engineer is obligated to interpret the drawings and specifications in a manner that will provide the owner with a complete, functioning facility for the bid price.
2. Any and all deviations from specified products must be approved by the architect.

3. The contractor shall provide safe, sufficient, and proper facilities as all times for the inspection of the work by the owner, architect, and all appropriate governmental and regulatory agencies.
4. The existence and location of existing under-slab utilities are not guaranteed and shall be investigated and verified in the field by the contractor before starting work. The contractor shall be held responsible for any damages to, and for proper maintenance protection of, existing utilities during the construction process.
5. The project shall be constructed to comply with the 5th Edition (2014) Florida Building Code, and adopted amendments as required by City ordinance.
6. Contractor must keep the site and surrounding area clean of dirt and dust. Noisy work may need to be done during off hours. Contractor to remove all demolition and construction debris off site. Do not use City dumpsters.

REPAIR NOTES:

1. Base Bid: Repair slip-joint over expansion joints on ridge cap/vent.
2. Provide new wedge anchors per drawing detail 1/A1.0 (Additive Alternative #1)
3. Additive Alternate #2: Replace damaged dark bronze curved acrylic panels where indicated on drawing.
4. Repair/replace expansion joint cover on ridge cap vent. Seal with approved caulking compound. (Base Bid)
5. Repair Ridge Cap Vent as shown in drawing on detail 2/A1.0. Replace (Additive Alternative #2.)
 - a. Remove existing dried sealant. Repair/replace slip joint and re-seal.
 - b. Replace dark bronze aluminum rain baffle where indicated on plan.
 - c. Replace wind baffle (.013 Alum) where indicated on plan.

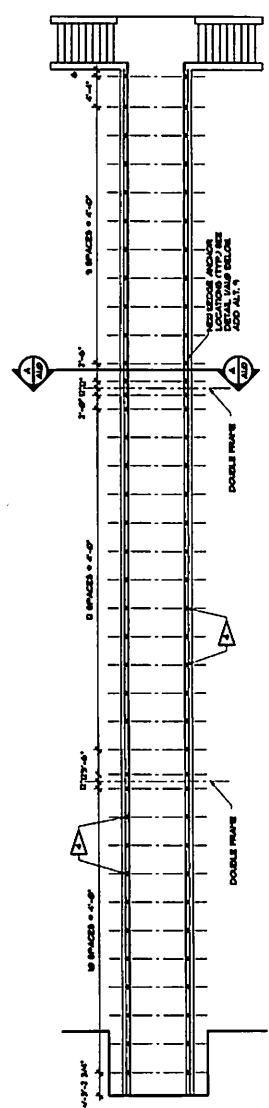
Notice: Full size drawing will be distributed to all bidders at the Pre-Bid Meeting on April 26, 2016 at 8:30 A.M. (local time).

REVISIONS	DATE

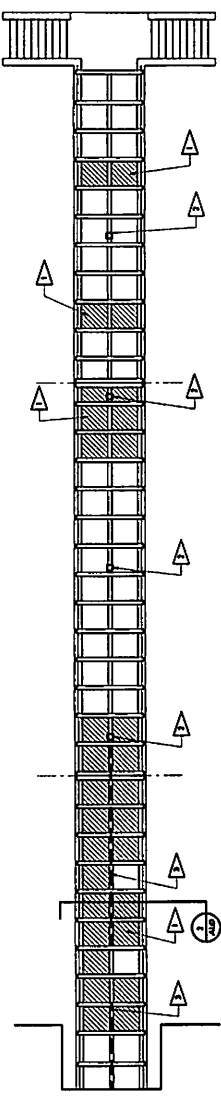
**REINFORCEMENT OF PORT ORANGE
 CITY HALL'S PEDESTRIAN BRIDGE COVERING**
 PORT ORANGE FL 32128

DATE: 02/23/07
DATE: 06/07/07
DATE: 07/11/07
DATE: 07/11/07
SCALE: 1/4" = 1'-0"

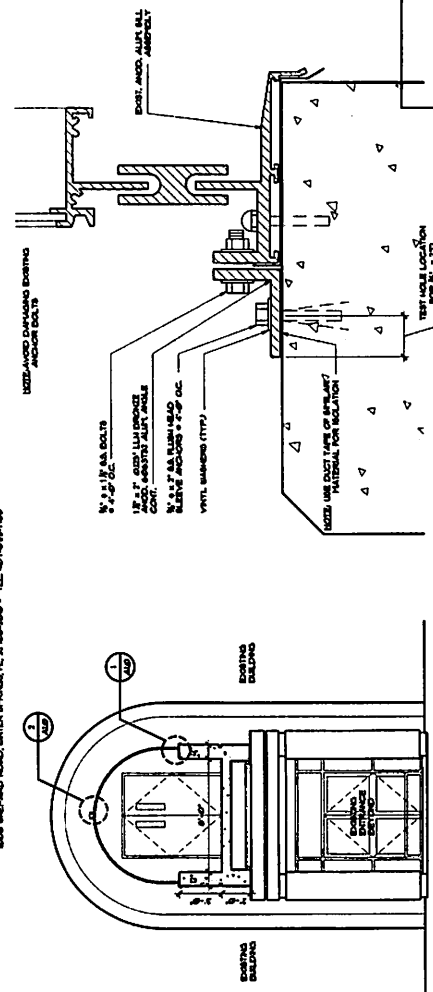
A1.0
 SHEET



PEDESTRIAN BRIDGE STRUCTURAL REPAIR PLAN - ADDITIVE ALTERNATE #1
 SCALE: 1/4" = 1'-0"
 DATE: 02/23/07
 REPAIRS REQUIRED OVER EXPANSION JOINTS ON ROUGE CANYON.
 SEE DETAIL ON THIS SHEET.



PEDESTRIAN BRIDGE COVER REPAIR PLAN - ADDITIVE ALTERNATE #2
 SCALE: 1/4" = 1'-0"
 DATE: 02/23/07
 REPAIRS REQUIRED OVER EXPANSION JOINTS ON ROUGE CANYON.
 SEE DETAIL ON THIS SHEET.



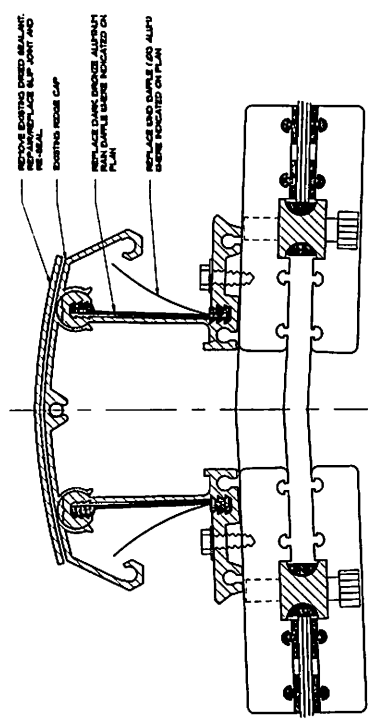
TYPICAL REINFORCEMENT DETAIL
 SCALE: 1/4" = 1'-0"
 DATE: 02/23/07
 REPAIRS REQUIRED OVER EXPANSION JOINTS ON ROUGE CANYON.
 SEE DETAIL ON THIS SHEET.

GENERAL NOTES:

- IT IS THE CONTRACTOR'S RESPONSIBILITY TO EXAMINE THE DRAWINGS AND TO COMPLY WITH THE REQUIREMENTS OF EACH DIVISION (A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z) OF THE FLORIDA STATUTES AND THE FLORIDA ADMINISTRATIVE CODE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
- ANY AND ALL DEVIATIONS FROM THE DRAWINGS MUST BE APPROVED BY THE ARCHITECT.
- THE CONTRACTOR SHALL PROVIDE SURETY BOND, BONDING, AND PROPER FACILITIES AT ALL TIMES FOR THE PROTECTION OF THE WORK BY THE ARCHITECT, AND ALL APPROPRIATE GOVERNMENTAL AND REGULATORY AGENCIES.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
- THE PROJECT SHALL BE CONSTRUCTED TO COMPLY WITH THE 1991 EDITION (FHA) FLORIDA BUILDING CODE, AND ADOPTED AMENDMENTS AS REQUIRED BY CITY ORDINANCE.
- CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

REPAIR FLAG NOTES:

- REPLACE EXISTING TRANSPARENT ACRYLIC PANEL WITH NEW UNIT. ADD ALTERNATE #1.1.9.
- REPLACE EXISTING EXPANSION JOINT COVER ON ROUGE CANYON. ADD ALTERNATE #1.1.9.
- REPAIR ROUGE CAP VENT AS SHOWN ON DETAIL. ADD ALTERNATE #1.1.9.
- PROVIDE NEW REPAIR ANCHORS PER DET. ADD ALTERNATE #1.1.9.



RIDGE CAP VENT
 SCALE: 1/4" = 1'-0"
 DATE: 02/23/07
 REPAIRS REQUIRED OVER EXPANSION JOINTS ON ROUGE CANYON.
 SEE DETAIL ON THIS SHEET.

Exhibit “2”

Payment and Performance Bond

(Exhibit “2” includes a total of 4 pages)

RETURN RECORDED DOCUMENT TO:

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

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

PAYMENT AND PERFORMANCE BOND

(Public Works)

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

BOND NO. _____

PRINCIPAL:

Developer or Contractor: A.G. Pifer Construction Co., Inc.
Principal Business Address: 3629 Old DeLand Road
Daytona Beach, Florida 32124
Contact Person: Anthony G. Pifer, President
Phone Number: (386) 257-4448

SURETY:

Address: _____

Contact Person: _____
Phone Number: _____

OWNER:

City of Port Orange, Florida, a chartered municipal corporation
1000 City Center Circle
Port Orange, Florida 32129-4144
Contact Person: City Manager
Phone Number: (386) 506-5501

Amount: \$42,230.00

City Case/Project No. Bid No. 16-19

Description of Work: Break Room Remodeling

Project Location: City Hall Break Room located at 1000 City Center Drive
Port Orange, Volusia County, Florida

Legal Description: City Hall Break Room located at 1000 City Center Drive
Port Orange, Volusia County, Florida See Exhibit "A"

Front Page

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

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

Full Parcel ID:
08-16-33-00-06-0010

Short Parcel ID:
6308-00-06-0010

Legal Description:
A portion of the Parcel ID listed above.

EXHIBIT "A"

RETURN RECORDED DOCUMENT TO:

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

Break Room Remodeling

Name of Project

City Project No. Bid No. 16-19

Bond No. _____

Space Reserved for Recording Data

**COMBINATION PAYMENT AND PERFORMANCE BOND
FOR**

PUBLIC CONSTRUCTION

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

BY THIS BOND, We, **A.G. PIFER CONSTRUCTION CO., INC.** as Principal, and _____, a corporation, as Surety, are bound to **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of **FORTY-TWO THOUSAND, TWO HUNDRED THIRTY AND 00/100 DOLLARS (\$42,230.00)**, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain Agreement for Services, having an effective date of _____, 2016, entered into by and between the Principal and the City, for Break Room Remodeling, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and
3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

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

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

IN WITNESS WHEREOF, this performance and payment bond is executed in duplicate originals, each of which shall be deemed an original, this _____, day of _____, 2016.

Attest:

A.G. PIFER CONSTRUCTION CO., INC.
(Principal)

(As to Corporate Principal) Secretary

By: _____
Anthony G. Pifer, President

(Witness to Principal)

(Corporate Seal)

(Surety)

(Witness to Surety)

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

(Corporate Seal)

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

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



CITY OF PORT ORANGE, FLORIDA

ITB TABULATION SHEET

ALL BIDS ACCEPTED BY THE CITY OF PORT ORANGE ARE SUBJECT TO THE CITY'S TERMS AND CONDITIONS. ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE BIDDERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. BIDS FROM THE BIDDERS LISTED HEREIN ARE THE ONLY BIDS RECEIVED TIMELY AS OF THE OPENING DATE AND TIME. ALL OTHER BIDS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE. ALL BIDS ARE SUBJECT TO REVIEW BY THE CITY AND AWARD REQUIRES A FORMAL CONTRACT AND APPROVAL BY CITY COUNCIL.

ITB NUMBER: ITB-16-19

ITB TITLE: Break Room Remodeling and Pedestrian Bridge Repair

OPENING DATE/TIME: 05-17-16 AT 2:30 P.M.

	Response 1	Response 2	Response 3	Response 4
Submittal Required Forms (mark "yes" or "no")	A.G.Pifer Construction Co.Inc	Hall Construction Co. Inc.	Ovation Construction	P.W Hearne Inc.
1 Form 7.1 Submittal Checklist	YES	YES	YES	YES
2 Form 7.2 Bidder's Acknowledgment	YES	YES	YES	YES
3 Form 7.3 Statement of Qualifications	YES	YES	YES	YES
4 Form 7.4 Drug Free Preference Statement	YES	YES	YES	YES
5 Form 7.5 Statement on Public Entity Crimes	YES	YES	YES	YES
6 Form 7.6 Affidavit of Anti-Collusion	YES	YES	YES	YES
7 Form 7.7 Local Business Affidavit of Eligibility	YES	YES	YES	YES
8 Form 7.8 Vendor Application Form & W-9	YES	YES	YES	YES
9 Form 7.9 Professional References	YES	YES	YES	YES
10 Form 7.10 Listing of Subcontractors	YES	YES	YES	YES
11 Bid Bond	YES	YES	YES	YES
12 1 Original, 2 Copies, 1 Digital Copy	YES	YES	YES	YES
13 Bid Form	YES	YES	Missing Digital Copy	YES
14 Deemed Responsive?	YES	YES	YES	YES
15 BREAK ROOM BASE BID	\$ 35,130.00	\$ 33,700.00	\$ 41,700.00	\$ 37,040.00
16 Alt #1 Provide&Install New Bahama Shutters	\$ 2,800.00	\$ 3,700.00	\$ 4,520.00	\$ 2,166.00
17 Alt #2 Provide New Air-Curtain	\$ 975.00	\$ 1,600.00	\$ 5,910.00	\$ 3,800.00
18 Alt #3 Provide Appliances Listed	\$ 5,660.00	\$ 5,600.00	\$ 8,236.00	\$ 6,477.00
19 Alt #4 Provide Electro-Magnetic Door Operator	\$ 1,440.00	\$ 2,900.00	\$ 4,940.00	\$ 3,853.00
20 Alt #5 Perform Break Room Work After Hours	\$ -	\$ 10,000.00	\$ 6,448.00	\$ 9,044.00
21 TOTAL BREAK ROOM	\$ 46,005.00	\$ 57,500.00	\$ 71,754.00	\$ 62,380.00
22 PEDESTRIAN TUNNEL BASE BID	\$ -	\$ -	\$ 9,320.00	\$ -
23 Alt #1 Provide & Intall 290 LF Aluminum Anchors	\$ 9,522.00	\$ 4,050.00	\$ 9,320.00	\$ -
24 Alt #2 Replace Damaged Acrylic Panels & Baffels	\$ -	\$ -	\$ -	\$ -
25 Alt #3 Perform Bridge Work After Hours	\$ -	\$ -	\$ 1,864.00	\$ -
26 TOTAL TUNNEL	\$ 9,522.00	\$ 4,050.00	\$ 20,504.00	\$ -

Opened and tabulated by: Diana M. Fye, CPPB, FCPA, Purchasing Manager

Witnessed by: David Battaglia, Purchasing Agent

CITY OF PORT ORANGE, FLORIDA

INVITATION TO BID

BREAK ROOM REMODELING AND PEDESTRIAN BRIDGE REPAIR

ITB #16-19



City of Port Orange Purchasing Division
Diana M. Fye, CPPB, FCPA, Purchasing Manager

Prepared by: David Battaglia, Purchasing Agent

Release Date: April 11, 2016

Last Day for Questions: May 3, 2016 at 5:00 p.m.

Bid Due Date and Time: May 17, 2016 at 2:30 p.m.

City of Port Orange, Florida
1000 City Center Circle
Port Orange, FL 32129
(386) 506-5718

purchdiv@port-orange.org

www.port-orange.org



Legal Notice to Proposers

ITB #16-19 Break Room Remodeling and Pedestrian Bridge Repair

Notice is hereby given that the City of Port Orange is soliciting bids for Break Room Remodeling and Pedestrian Bridge Repair. Bids will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until **2:30 P.M. on May 17, 2016** which may be amended by addendum issued by the City. All untimely Bids will not be considered and will be returned to the Bidder unopened. All Bids will be evaluated to ensure they contain all required forms in order to deem the Bidder responsive or non-responsive. Bids will be opened and read aloud at 2:30 P.M. in Council Chambers.

There will be a Mandatory Pre-Bid Meeting and site visit for the project at **8:30 A.M.** (local time) on **April 26, 2016** at City Hall, Council Chambers (1st floor) 1000 City Center Circle, Port Orange, Florida 32129. All Bidders must attend. Failure to sign in and attend the entire mandatory pre-bid meeting and site visit shall result in disqualification of Bid. The representative of each Bidder shall be an authorized employee of the Bidder and shall sign in accordingly. Only Bidders attending a mandatory pre-bid meeting and site visit will be eligible to submit a Bid. **Contractors are urged to obtain and familiarize themselves with Bid documents prior to the pre-bid meeting.**

DESCRIPTION: The City of Port Orange is soliciting competitive sealed bids from vendors for the remodeling of the break room and repair of the pedestrian bridge located at 1000 City Center Circle Port orange FL 32129.

All Bids are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-256, and all Bids will be evaluated in accordance with the provisions thereof. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida 32129, and at www.municode.com. Local vendors may be given a local preference pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-275.

Copies of the Bid documents, requirements, scope of service and all other pertinent information necessary to submit a complete package may be obtained electronically from Onvia (DemandStar) via their website at www.demandstar.com. All questions shall be directed **in writing** to the Purchasing Manager, Diana M. Fye, CPPB, FCPA, purchdiv@port-orange.org and reference "Questions on ITB #16-19 Break Room Remodeling and Pedestrian Bridge Repair in the subject line. Last day for questions will be **May 3, 2016 at 5:00 PM.**

All Bidders are required to complete and submit a Public Entity Crime Statement, the Anti-Collusion Statement, and Drug Free Tie Proposal Preference Statement, as well as other documents as required by the solicitation.

No Bids received after the time and date specified for the opening will be considered. The City of Port Orange, Florida reserves the right to reject any and all Bids, to waive any and all non-substantial irregularity in Bids received, whenever such waiver or rejection is in the best interest of the City.

A certified check or bank draft, payable to the City of Port Orange, Florida or a satisfactory **bid bond** executed by the Bidder and an acceptable surety, in an amount equal to five percent (5%) of the bid shall be submitted with each bid. Upon award, the successful bidder will also be required to furnish and pay for a satisfactory contract one hundred percent (100%) Payment and Performance Bond to be recorded by the City, with the Clerk of the Circuit Court, Volusia County, Florida and to enter into a contract for services with the City of Port Orange.

Bids shall be **submitted in the City Clerk's office** with one (1) original, two (2) copies and one (1) digital (CD or flash drive) version, addressed to Diana M. Fye, CPPB, FCPA, Purchasing Manager, Finance Department, City Hall, 1000 City Center Circle, Port Orange, Florida 32129 in a **SEALED ENVELOPE/PACKAGE** plainly marked on the outside: **ITB #16-19 BREAK ROOM REMODELING AND PEDESTRIAN BRIDGE REPAIR**

Diana M. Fye, CPPB, FCPA, Purchasing Manager
Legal Ad - One Time – **April 11, 2016**

Cut along the outer border and affix this label to the outside of your sealed bid envelope/package to identify it as a "Sealed Bid". Be sure to include the name of the company submitting the bid where requested.



SEALED BID • DO NOT OPEN	
SEALED BID NO.	ITB #16-19
BID TITLE:	BREAK ROOM REMODELING AND PEDESTRIAN BRIDGE REPAIR
DUE DATE/TIME:	May 17, 2016 at 2:30 pm
SUBMITTED BY:	(Name of Company)
DELIVER TO:	City of Port Orange City Clerk's Office Attn: Diana M. Fye, CPPB, FCPA Purchasing Manager Finance Department 1000 City Center Circle Port Orange, Florida 32129
DATE/TIME RECEIVED:	(To be stamped by Clerk's Office)

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SECTION 1 – PURPOSE AND OVERVIEW

The purpose for this Invitation to Bid 16-19 is to solicit competitive sealed bids from vendors for the provision of the remodeling of the break room and repair of the pedestrian bridge located at 1000 City Center Circle Port Orange, Florida 32129.
as described herein.

It is the intent and purpose of the City of Port Orange (City) that this Invitation to Bid promotes competitive selection. It shall be the Bidder's responsibility to advise the Purchasing Division if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this ITB to a single source.

[Remainder of this page left intentionally blank]

SECTION 2 – INSTRUCTIONS TO BIDDERS

Firms or companies desiring to provide services, as described herein shall submit sealed bids including one (1) original copy, two (2) copies and one (1) digital (CD or flash drive) version in PDF format, in conformance with the detailed submittal instructions.

Bids must be delivered in a sealed envelope/package and delivered to the City of Port Orange City Clerk's Office, Attn: Diana M. Fye, CPPB, FCPA, Purchasing Manager, Finance Department, 1000 City Center Circle, Port Orange, Florida 32129 no later than **May 17, 2016 at 2:30 PM (local time)**.

Bids shall be sealed and Bidders shall clearly indicate on the outside of their bid the following:

- a) Invitation to Bid (ITB) Number and Title
- b) Date of Opening
- c) Name of Bidder
- d) Address of Bidder

Due to the timing of mail service, the City cautions Bidders to assure actual delivery of Bids to the City prior to the deadline set for receiving bids. Carrier and hand deliveries of bids will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until **2:30 p.m. (local time), May 17, 2016** or as amended by addendum issued by the City. Bids received after the established deadline shall not be considered.

Bidders are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your bid, proposal, statement or quotation is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office will not be responsible for deliveries made to any place other than the specified address.

Offers by telephone, email or telegram shall not be accepted. Also, Bidders are instructed NOT to fax their bid package. **Faxed bids shall be rejected as non-responsive regardless of where or when the fax is received.**

All Bids will be opened publicly and the names of all Bidders shall be read aloud.

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

MANDATORY PRE-BID MEETING/SITE VISIT:

There will be a Mandatory Pre-Bid Meeting and site visit for the project at 8:30 A.M. (local time) on April 26, 2016 at City Hall, Council Chambers (1st floor) 1000 City Center Circle, Port Orange, Florida 32129. All prospective Bidders must attend. Failure to sign in and attend the entire mandatory pre-bid meeting and site visit shall result in disqualification of bids. The representative of each Bidder shall be an authorized employee of the firm and shall sign in accordingly. Only firms attending a mandatory pre-bid meeting will be eligible to submit a bid. **Contractors are urged to obtain and familiarize themselves with Bid documents prior to the Pre-Bid Meeting.**

TIMELINE:

Date of Distribution: April 11, 2016
Mandatory Pre-Bid & Site Visit Meeting April 26, 2016 at 8:30 a.m.
Deadline for Questions: May 3, 2016 by 5:00 p.m.
Final Addendum Posting: May 9, 2016 5:00 p.m.
Bids Due: May 17, 2016 by 2:30 p.m.

QUESTIONS REGARDING THIS ITB:

All questions shall reference “Questions on **ITB # 16-19 and Break Room Remodeling and Pedestrian Bridge Repair**” in the subject line. All questions concerning this ITB shall be submitted in writing no later than **5:00 p.m. on May 3, 2016** to:

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

Bidders shall not direct any queries or statements concerning their Bid to the City Council, City staff and/or Evaluation Committee during the selection process, from the time of submission of a Bid until recommendation of award. Any Bidder who initiates any discussions with staff in any manner other than that described below is subject to disqualification from this procurement.

ADDENDA REGARDING THE INVITATION TO NEGOTIATE:

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

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

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

The failure of Bidders to submit acknowledgement of any addenda that affects the ITB price(s) is considered a major irregularity and will be cause for rejection of the Bid.

The City of Port Orange reserves the right to consider the omission of an acknowledgement of addendum as cause for rejection of the ITB submittal.

This provision exists solely for the convenience and administrative efficiency of the City of Port Orange. No Bidder or other third party gains any rights by virtue of this provision or the application thereof, nor shall any Bidder or third party have any standing to sue or cause of action arising there from.

CLARIFICATIONS:

It is the Bidder's responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this ITB. Lack of understanding and/or misinterpretation of any portions of this ITB shall not be cause for withdrawal of your Bid after opening or for subsequent protest of award. Bidders must contact the Purchasing Representative, at the email provided, should clarification be required.

Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed to in writing by the parties.

MINIMUM QUALIFICATIONS:

Bidders shall be licensed to do business in the State of Florida. Submit Sunbiz report showing your company registered as "Active".

Bidders must be properly registered and licensed to provide the goods or services identified in the scope of work, by all applicable state and local agencies.

Bidders must provide three (3) verifiable references from similar scopes of work as identified in this ITB on the provided "Professional References" form. Failure to provide references that verify required experience will cause the Bidder to be deemed non-responsive.

MEETING SPECIFICATIONS:

If you are taking exception, indicate those exceptions as stated on Bidder's Acknowledgement Form.

BID SUBMISSION AND WITHDRAWAL:

Unless otherwise specified, Bidder shall use the forms supplied by the Purchasing Division. Bids, once opened, become the property of the City, cannot be withdrawn, and will not be returned to the Bidders. Upon opening, Bids become subject to public disclosure in accordance with Chapter 119, Florida Statutes.

PRICING SHEETS:

Pricing sheets/Bid Forms are to be completed as directed and without modification and returned as part of the ITB submittal prior to the ITB deadline for submission. Failure to fill out the price sheets/bid forms as directed and without modification may negatively effect the evaluation of your bid.

LITIGATION HISTORY:

The City will consider a Bidder's litigation history information in its review and determination of responsibility. All Bidders are required to disclose to the City all "material" cases filed, pending, or resolved during the last five (5) years prior to the solicitation response due date, whether such cases were brought by or against the Bidder, any parent or subsidiary of the Bidder, or any predecessor organization. If the Bidder is a joint venture, the information provided should encompass the joint venture (if it is not newly-formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. Although the review of a Bidder's litigation history is an issue of responsibility, the failure to provide litigation history as required in the Evaluation Criteria may result in a recommendation of non-responsive by the Purchasing Manager.

AUTHORITY TO CONDUCT BUSINESS IN FLORIDA:

A Florida corporation or partnership is required to provide evidence with its response that the bidder is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager.

A foreign (out-of-state) corporation or partnership is required to provide evidence with its response that the Proposer is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager.

A joint venture is required to provide evidence with its response that the joint venture, or at least one of the joint venture partners, is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager. However, the joint venture is required to provide evidence prior to contract execution that the joint venture is authorized to transact business in Florida and provide the City with a copy of the joint venture Agreement.

A joint venture is also required to provide with its response a Statement of Authority indicating that the individual submitting the joint venture's proposal has the legal authority to bind the joint venture. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager.

CORRECTION OF BIDS:

Correction of inadvertently erroneous Bids shall be permitted up to the time of ITB opening. Bidders shall not be allowed to modify their Bids after the opening time and date.

WITHDRAWAL OF BIDS:

NO Bid shall be withdrawn for a period of ninety (90) days subsequent to the Bid opening without the consent of the City of Port Orange, Florida. Negligence on the part of the Bidder in preparing the Bid confers no right of withdrawal or modification after the Bid has been opened, at the appointed time and place by the City of Port Orange. Any such withdrawn Bid shall not be resubmitted.

OPENING OF BIDS:

Bids will be received until the date and time stated in this ITB and will be publicly opened and read at the place, time and date stated. No responsibility will attach the Purchasing Department for the premature opening of a Bid not properly addressed and identified.

REJECTION OF BIDS:

The City reserves the right to reject any and/or all Bids when such rejection is in the best interest of the City.

BIDS MAY BE REJECTED AND/OR VENDOR(S) DISQUALIFIED FOR THE FOLLOWING REASONS:

- (a) Failure to update the information on file including address, product, service or business descriptions.
- (b) Failure to perform according to contract provisions.

- (c) Conviction in a court of law of any criminal offense in connection with the conduct of business.
- (d) Evidence of a violation of any federal or state anti—trust law based on the submission of bids or proposals, or the awarding of contracts.
- (e) Evidence that the vendor has attempted to give a Council employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Council's purchasing activity.
- (f) Other reasons deemed appropriate by the City.

NO LOBBYING:

All Bidders are hereby placed on notice that the City of Port Orange Council, City Employees/Staff, or Members of the Evaluation Committee (with the exception of the City of Port Orange Purchasing Division personnel designated to receive requests for interpretations or corrections) are not to be lobbied, directly or indirectly either individually or collectively, regarding this ITB. During the entire procurement process, all Bidders and their subcontractors, sub-consultants, or agents are hereby placed on notice that they are not to contact any persons listed above for such purposes as holding meetings of introduction, dinners, etc., if they intend to submit or have submitted Bids for this project. Any Bidder contacting individuals mentioned herein in violation of this warning may automatically be disqualified from further consideration for this ITB.

OWNERSHIP OF DOCUMENTS:

All documents resulting from this project will become the sole property of the City of Port Orange. The Bidder must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Bidder upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

AMERICANS WITH DISABILITIES ACT (ADA):

If you need special services provided for under the Americans with Disabilities Act, contact the ADA Coordinator in our Human Resources office at 386-506-5560 at least 48 hours before the scheduled event.

BID BONDS:

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

PAYMENT & PERFORMANCE BONDS:

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

SECTION 3 – SCOPE OF WORK

Prepared by:
DANA M. SMITH, ARCHITECT
-PRINCIPLE-
DJ DESIGN SERVICES, INC.
913 North Nova Road, Holly Hill FL
APRIL 2016

Issued by:
DAVID BATTAGLIA, PURCHASING AGENT
CITY OF PORT ORANGE PURCHASING DIVISION
APRIL 2016

PROJECT DESCRIPTION:

The City of Port Orange is soliciting competitive sealed bids from vendors for the remodeling of the break room and repair of the pedestrian bridge located at 1000 City Center Circle, Port Orange, Florida 32129.

SCOPE OF WORK:

Port Orange City Hall

Break Room Remodeling and Pedestrian Bridge Repair

The existing City Hall Break Room, located near the northeast entrance to City Hall and encompassing Rooms 161-166, inclusive shall be remodeled to be more accessible and user-friendly. The Base Bid shall include selective demolition of existing partitions, flooring, ceiling and millwork. Base Bid new construction shall include new in-fill partitioning, finishes, new stainless-steel double sink, new millwork and electrical power receptacles. Included also in the Base Bid is the labor and supplies to install the Owner-purchased appliances listed on the drawing.

Additive Alternate #1 – Provide (furnish and install) new adjustable Bahama shutters over the existing storefront.

Additive Alternate #2 – Provide new air-curtain over the existing storefront entry door.

Additive Alternate #3 – Provide appliances listed on the drawing.

Additive Alternate #4 – Provide electro-magnetic door operator on existing door from Chamber Lobby.

The existing pedestrian bridge is a poured-in-place concrete walkway approximately 144 feet long between the main parking areas and the second floor of City Hall. The cover is an aluminum-framed, arched canopy with tinted acrylic panels manufactured by **Dittmer Architectural Aluminum**. Several of the existing anchor bolts have sheared-off as a result of rust and several of the acrylic panels are distressed/cracked from age. There are also persistent leaks along the entire length of the cover. The Base Bid shall include the inspection, repair/replacement of the existing expansion-joint covers and re-sealing of same.

Additive Alternate #1 – Provide (furnish and install) approximately 290 lineal feet of aluminum angle and 78 sleeve anchors into the existing concrete walls to anchor the existing cover as shown on the drawing.

Additive Alternate #2 – Replace damaged acrylic panels and repair/replace wind/rain baffles on the ridge cap as show on the drawing.

CITY HALL BREAK ROOM:**GENERAL NOTES:**

1. It is the contractor's responsibility to examine the drawings and to compare the requirements of each division (i.e. mechanical, architectural, electrical, etc.) and ensure that each trade or subcontractor is making the allowances necessary to provide the owner a complete facility, operational in all respects. Unless otherwise specifically noted in the drawings or project manual, it is also the contractor's responsibility to notify the architect/engineer of any deficiencies or discrepancies among the divisions of the drawings and specifications prior to the bid date. Neither the owner nor architect/engineer will be responsible for any deficiencies or discrepancies raised after the bid opening. Accordingly, in light of these obligations, the architect/engineer is obligated to interpret the drawings and specifications in a manner that will provide the owner with a complete, functioning facility for the bid price.
2. Any and all deviations from specified products must be approved by the architect.
3. The contractor shall provide safe, sufficient, and proper facilities at all times for the inspection of the work by the owner, architect, and all appropriate governmental and regulatory agencies.
4. The existence and location of existing under-slab utilities are not guaranteed and shall be investigated and verified in the field by the contractor before starting work. The contractor shall be held responsible for any damages to, and for proper maintenance protection of, existing utilities during the construction process.
5. The project shall be constructed to comply with the 5th Edition (2014) Florida Building Code, and adopted amendments as required by City ordinance.
6. All new doors installed in the means of egress including exit access doors from all walk in and areas shall be 36" wide thereby providing a minimum 32" clear opening.
7. Door hardware furnished for new doors or relocated doors installed in the means or egress, including exit access doors, will be operable from the inside without special key effort or knowledge. Hardware shall be in accordance with the 5th Edition 2014 Florida Building Code, Accessibility per Section 309.4 and 404.2.7. Doors shall have opening forces complying with Section 404.2.9 of the 5th Edition 2014 Florida Building Code, Accessibility and with Section 1008.1.3 of the 5th Edition 2014 Florida Building Code, Building.
8. Paint all new surfaces as scheduled and as required to assure a uniform appearance.
9. Partition walls shall be constructed of materials as allowed per Section 602 and Table 601 of the 5th Edition (2014) Florida Building Code for the type construction referenced elsewhere.
10. Interior finish classification shall be as noted in Table 8013.9 of the 5th Edition (2014) Florida Building Code for the construction type referenced elsewhere.
11. Furniture, fixtures and equipment shown for clarity, provided by owner, unless indicated otherwise.

12. Contractor must keep the site and surrounding area clean of dirt and dust. Noisy work may need to be done during off hours. Contractor to remove all demolition and construction debris off site. Do not use City dumpsters.
13. Refer to new reflected ceiling plan for light, and diffuser types and locations.
14. Verify all sprinkler coverage with new layout and add heads as required for complete coverage. Fire sprinkler contractor shall provide as-built drawings of final sprinkler head locations for record.
15. Provide new lights at all indicated locations. New power outlets, strips, and dedicated terminals shall be provided by Florida Certified Electrician. All new electrical and data outlets shall be 18" AFF unless noted otherwise.
16. Verify ceiling heights prior to start of work. Provide bulkhead, where needed.

ADDITIONAL SERVICES:

1. Provide new partition infill where door/frame is removed.
2. Provide new partition to 6" above ceiling.
3. Provide new S.S. double sink. Reconnect to hot/cold water and sanitary. Basis-of-design: Elkay Crosstown Universal mount sink kit with LK1001CR faucet.
4. Provide new glass top cook-top with oven and combo micro-exhaust fan. Connect exhaust to existing duct work (Additive Alternate #3).
5. Provide new plastic-laminate covered counters and base cabinets. SWI custom grade, manufacturer's standard colors.
6. Provide new under-counter ice maker. Re-connect water supply. (Additive Alternate #3)
7. Provide new Lvt Plank with 12 mil surface and new 4: resilient base (roll) for all existing and renovated spaces. Basis-of design: Shaw New Market 6, Lancaster 00520.
8. Paint all new and existing walls with epoxy coating. Basis-of-design: Corotech Waterborne Amine Epoxy.
9. Provide new 2' x 2' acoustical panel ceiling in new suspended aluminum grid as shown in drawing. Basis-of-design: Armstrong Fine-Fissured Square-Edge Lay9In (Clip-Down). Coordinate existing and relocated sprinkler heads and diffusers.
10. Provide new Mars LPV236 Air Curtain. Air curtain activates when door opens. (Additive Alternative #2)
11. Provide new power and data outlets as indicated in drawing.
12. Provide new adjustable Bahama Shutters as indicated in drawing. (Additive Alternate #1)

13. Laminate, one layer 60 mil. Rigid vinyl wall covering 4'-0" H. Basis-of-design: Pawling Pro-Tek.
14. Electro-magnetic low energy door operator on existing door from Chamber Lobby (Additive Alternate #4)

DEMOLITION GENERAL NOTES:

1. Demolition shall be completed only to extent necessary to perform new work. Items to be removed shall be removed completely. Patch holes and surfaces remaining shall be smooth, clean, and ready to accept new work, typically.
2. Owner will remove movable appliances, furniture, A/V equipment, furnishings and artwork prior to start of demolition. Typical in all rooms shown in drawing.
3. Electrical and data devices shown in drawing are to be removed and shall have wiring removed back to panels or to nearest splice point. Conduits shall be removed back to nearest exposed point.
4. Remove existing ATP ceiling and grid lighting fixtures and appurtenances. Salvage mechanical diffusers for reuse.
5. Remove all existing VCT and resilient base.

APPLIANCE SCHEDULE:

Base bid – labor/supplies to install owner-purchased appliances listed below. Additive Alternate #3 – General Contractor shall provide (furnish and install) appliances.

1. 1.4 Cu.Ft. counter top microwave. Color white, G.E. Model # JES1456DSWW, quantity one (1).
2. 1.6 Cu.Ft. over the range microwave, color white, G.E. Model # JVM13160DFWW, quantity one (1).
3. 5.3 Cu. Ft. electric range with self cleaning oven, color white, G.E. Model # JB630DFWW, quantity one (1).
4. 25.5 Cu. Ft. French door refrigerator, color white, Samsung Model # RF26FENDWW, quantity one (1).
5. Under counter ice machine, Manitowoc Model # UYO140A – 132 lbs., NEO series, quantity one (1).

PEDESTRIAN BRIDGE STRUCTURAL REPAIR PLAN

GENERAL NOTES:

1. It is the contractor's responsibility to examine the drawings and to compare the requirements of each division (i.e. mechanical, architectural, electrical, etc.) and ensure that each trade or subcontractor is making the allowances necessary to provide the owner a complete facility, operational in all respects. unless otherwise specifically noted in the drawings or project manual. It is also the contractor's responsibility to notify the architect/engineer of any deficiencies or discrepancies among the divisions of the drawings and specifications prior to the bid date. Neither the owner nor architect/engineer will be responsible for any deficiencies or discrepancies raised after the bid opening. Accordingly, in light of these obligations, the architect/engineer is obligated to interpret the drawings and specifications in a manner that will provide the owner with a complete, functioning facility for the bid price.
2. Any and all deviations from specified products must be approved by the architect.

3. The contractor shall provide safe, sufficient, and proper facilities as all times for the inspection of the work by the owner, architect, and all appropriate governmental and regulatory agencies.
4. The existence and location of existing under-slab utilities are not guaranteed and shall be investigated and verified in the field by the contractor before starting work. The contractor shall be held responsible for any damages to, and for proper maintenance protection of, existing utilities during the construction process.
5. The project shall be constructed to comply with the 5th Edition (2014) Florida Building Code, and adopted amendments as required by City ordinance.
6. Contractor must keep the site and surrounding area clean of dirt and dust. Noisy work may need to be done during off hours. Contractor to remove all demolition and construction debris off site. Do not use City dumpsters.

REPAIR NOTES:

1. Base Bid: Repair slip-joint over expansion joints on ridge cap/vent.
2. Provide new wedge anchors per drawing detail 1/A1.0 (Additive Alternative #1)
3. Additive Alternate #2: Replace damaged dark bronze curved acrylic panels where indicated on drawing.
4. Repair/replace expansion joint cover on ridge cap vent. Seal with approved caulking compound. (Base Bid)
5. Repair Ridge Cap Vent as shown in drawing on detail 2/A1.0. Replace (Additive Alternative #2.)
 - a. Remove existing dried sealant. Repair/replace slip joint and re-seal.
 - b. Replace dark bronze aluminum rain baffle where indicated on plan.
 - c. Replace wind baffle (.013 Alum) where indicated on plan.

Notice: Full size drawing will be distributed to all bidders at the Pre-Bid Meeting on April 26, 2016 at **8:30 A.M.** (local time).

GENERAL NOTES:

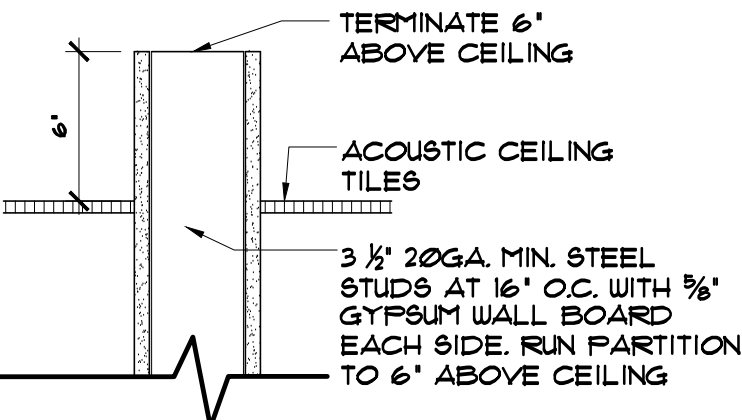
- IT IS THE CONTRACTORS RESPONSIBILITY TO EXAMINE THE DRAWINGS AND TO COMPARE THE REQUIREMENTS OF EACH DIVISION (1. MECHANICAL, ELECTRICAL, ETC.) AND ENSURE THAT EACH TRADE OR SUBCONTRACTOR IS MAKING THE ALLOWANCES NECESSARY TO PROVIDE THE OWNER A COMPLETE FACILITY, OPERATIONAL IN ALL RESPECTS. UNLESS OTHERWISE SPECIFICALLY NOTED IN THE DRAWINGS OR PROJECT MANUAL, IT IS ALSO THE CONTRACTORS RESPONSIBILITY TO NOTIFY THE ARCHITECT/ENGINEER OF ANY DEFICIENCIES OR DISCREPANCIES AMONG THE DIVISIONS OF THE DRAWINGS AND SPECIFICATIONS PRIOR TO THE BID DATE. NEITHER THE OWNER NOR ARCHITECT/ENGINEER WILL BE RESPONSIBLE FOR ANY DEFICIENCIES OR DISCREPANCIES RAISED AFTER THE BID OPENING. ACCORDINGLY, IN LIGHT OF THESE OBLIGATIONS, THE ARCHITECT/ENGINEER IS OBLIGATED TO INTERPRET THE DRAWINGS AND SPECIFICATIONS IN A MANNER THAT WILL PROVIDE THE OWNER WITH A COMPLETE, FUNCTIONING FACILITY FOR THE BID PRICE.
- ANY AND ALL DEVIATIONS FROM SPECIFIED PRODUCTS MUST BE APPROVED BY THE ARCHITECT.
- THE CONTRACTOR SHALL PROVIDE SAFE, SUFFICIENT, AND PROPER FACILITIES AT ALL TIMES FOR THE INSPECTION OF THE WORK BY THE OWNER, ARCHITECT, AND ALL APPROPRIATE GOVERNMENTAL AND REGULATORY AGENCIES.
- THE EXISTENCE AND LOCATION OF EXISTING UNDER-SLAB UTILITIES ARE NOT GUARANTEED AND SHALL BE INVESTIGATED AND VERIFIED IN THE FIELD BY THE CONTRACTOR BEFORE STARTING WORK. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY DAMAGES TO, AND FOR PROPER MAINTENANCE PROTECTION OF, EXISTING UTILITIES DURING THE CONSTRUCTION PROCESS.
- THE PROJECT SHALL BE CONSTRUCTED TO COMPLY WITH THE 5TH EDITION (2014) FLORIDA BUILDING CODE, AND ADOPTED AMENDMENTS AS REQUIRED BY CITY ORDINANCE.
- ALL NEW DOORS INSTALLED IN THE MEANS OF EGRESS INCLUDING EXIT ACCESS DOORS FROM ALL WALK-IN AND AREAS SHALL BE 36" WIDE THEREBY PROVIDING A MINIMUM 32" CLEAR OPENING.
- DOOR HARDWARE FURNISHED FOR NEW DOORS OR RELOCATED DOORS INSTALLED IN THE MEANS OF EGRESS, INCLUDING EXIT ACCESS DOORS, WILL BE OPERABLE FROM THE INSIDE WITHOUT SPECIAL KEY OR EFFORT OF KNOWLEDGE. HANDSQUARE SHALL BE IN ACCORDANCE WITH THE 5TH EDITION 2014 FLORIDA BUILDING CODE, ACCESSIBILITY PER SECTIONS 309.4 AND 404.2.1. DOORS SHALL HAVE OPENING FORCES COMPLYING WITH SECTION 404.2.9 OF THE 5TH EDITION 2014 FLORIDA BUILDING CODE, ACCESSIBILITY AND WITH SECTION 1008.1.3 OF THE 5TH EDITION 2014 FLORIDA BUILDING CODE, BUILDING.
- PAINT ALL NEW SURFACES AS SCHEDULED AND AS REQUIRED TO ASSURE A UNIFORM APPEARANCE.
- PARTITION WALLS SHALL BE CONSTRUCTED OF MATERIALS AS ALLOWED PER SECTION 602 AND TABLE 601 OF THE 5TH EDITION (2014) FLORIDA BUILDING CODE FOR THE TYPE CONSTRUCTION REFERENCED ELSEWHERE.
- INTERIOR FINISH CLASSIFICATION SHALL BE AS NOTED IN TABLE 803.9 OF THE 5TH EDITION (2014) FLORIDA BUILDING CODE FOR THE CONSTRUCTION TYPE REFERENCED ELSEWHERE.
- FURNITURE, FIXTURES AND EQUIPMENT SHOWN FOR CLARITY, PROVIDED BY OWNER, UNLESS INDICATED OTHERWISE.
- CONTRACTOR MUST KEEP THE SITE AND SURROUNDING AREA CLEAN OF DIRT AND DUST. NOISY WORK MAY NEED TO BE DONE DURING OFF HOURS. CONTRACTOR TO REMOVE ALL DEMOLITION AND CONSTRUCTION DEBRIS OFF SITE. DO NOT USE CITY DUMPSTERS.
- REFER TO NEW REFLECTED CEILING PLAN FOR LIGHT, AND DIFFUSER TYPES AND LOCATIONS.
- VERIFY ALL SPRINKLER COVERAGE WITH NEW LAYOUT AND ADD HEADS AS REQUIRED FOR COMPLETE COVERAGE. FIRE SPRINKLER CONTRACTOR SHALL PROVIDE AS-BUILT DRAWINGS OF FINAL SPRINKLER HEAD LOCATIONS FOR RECORD.
- PROVIDE NEW LIGHTS AT ALL INDICATED LOCATIONS. NEW POWER OUTLETS, STRIPS, AND DEDICATED TERMINALS SHALL BE PROVIDED BY FLORIDA CERTIFIED ELECTRICIAN. ALL NEW ELECTRICAL AND DATA OUTLETS SHALL BE 18" AFF UNLESS NOTED OTHERWISE.
- VERIFY CEILING HEIGHTS PRIOR TO START OF WORK. PROVIDE BULKHEAD, WHERE NEEDED.

NEW FLAG NOTES:

- PROVIDE NEW PARTITION INFILL WHERE DOOR/FRAME IS REMOVED.
- PROVIDE NEW PARTITION TO 6' ABOVE CEILING
- PROVIDE NEW S.S. DOUBLE SINK, RECONNECT TO HOT/COLD WATER AND SANITARY. BASIS-OF-DESIGN: ELKAY CROGSTON UNIVERSAL MOUNT SINK KIT W/ LK1021CR FAUCET.
- PROVIDE NEW GLASS TOP COOK-TOP W/ OVEN AND COMBO MICRO-EXHAUST FAN. CONNECT EXHAUST TO EXISTING DUCT WORK. ADDITIVE ALTERNATE #3
- PROVIDE NEW PLASTIC-LAMINATE COVERED COUNTERS AND BASE CABINETS. ALL CUSTOM GRADE, MANUFACTURER'S STANDARD COLORS.
- PROVIDE NEW UNDER-COUNTER ICE MAKER, RE-CONNECT WATER SUPPLY. ADD ALT. #3.
- PROVIDE NEW LVT PLANK W/ 12 MIL SURFACE AND NEW 4" RESILIENT BASE (ROLL) FOR ALL EXISTING AND RENOVATED SPACES. BASIS-OF-DESIGN: SHAW NEW MARKET 6, LANCASTER 005120.
- PAINT ALL NEW AND EXISTING WALLS WITH EPOXY COATING. BASIS-OF-DESIGN: COROTEC WATERBORNE AMINE EPOXY.
- PROVIDE NEW 2' x 2' ACOUSTICAL PANEL CEILING IN NEW SUSPENDED ALUMINUM GRID AS SHOWN. BASIS-OF-DESIGN: ARMSTRONG FINE-FISSURED SQUARE-EDGE LAT-IN (CLIP-DOWN). COORDINATE EXISTING AND RELOCATED SPRINKLER HEADS AND DIFFUSERS.
- PROVIDE NEW MARSE LFV236 AIR CURTAIN. AIR CURTAIN ACTIVATES WHEN DOOR OPENS. ADD ALT. #2
- PROVIDE NEW POWER AND DATA OUTLETS AS INDICATED.
- PROVIDE NEW ADJUSTABLE BAHAMA SHUTTERS AS INDICATED. ADD ALT. #1
- LAMINATE, ONE LAYER 60 MIL. RIGID VINYL WALL COVERING 4'-0" H. BASIS-OF-DESIGN: EAWING PRO-TEK

PARTITION & SYMBOL LEGEND:

- EXISTING PARTITION TO REMAIN
- EXISTING PARTITION OR ELEMENT TO BE REMOVED
- NEW UNRATED PARTITION
- NEW 24' x 24' ACOUSTICAL TILE
- SPRINKLER HEAD (NEW LOCATION)
- SUPPLY AIR DIFFUSER
- RETURN AIR DIFFUSER
- RECESSED 2 x 4 LIGHT FIXTURE
- RECESSED 2' x 2' LIGHT FIXTURE
- FIRE ALARM / HORN STROBE
- THERMOSTAT
- HEAT SENSOR
- EMERGENCY LIGHT FIXTURE
- CEILING MOUNTED EXIT SIGN
- WALL MOUNTED EXIT SIGN
- VOICE / DATA OUTLET
- LIGHT SWITCH
- DUPLEX WALL POWER OUTLET
- NEW DOOR AND FRAME
- EXISTING DOOR AND FRAME

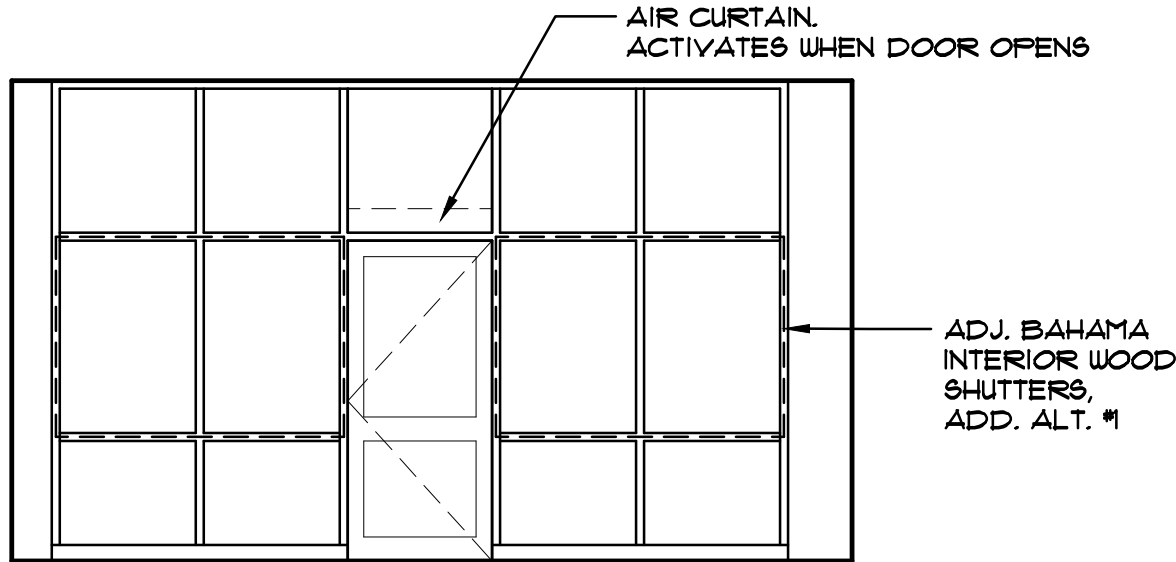


PARTITION DETAIL

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

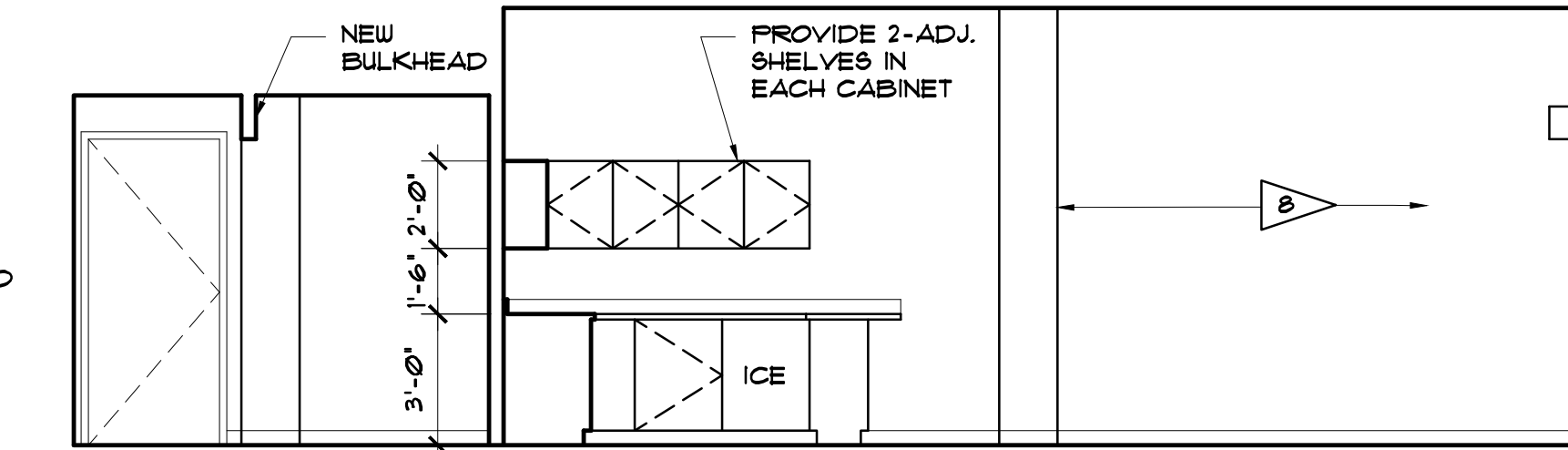
DEMOLITION GENERAL NOTES

- DEMOLITION SHALL BE COMPLETED ONLY TO EXTENT NECESSARY TO PERFORM NEW WORK. ITEMS TO BE REMOVED SHALL BE REMOVED COMPLETELY. PATCH HOLES & SURFACES REMAINING SHALL BE SMOOTH, CLEAN, AND READY TO ACCEPT NEW WORK TYPICALLY.
- OWNER WILL REMOVE MOVABLE APPLIANCES, FURNITURE ANY EQUIPMENT, FURNISHINGS AND ARTWORK PRIOR TO START OF DEMOLITION. TYPICAL IN ALL ROOMS SHOWN.
- ELECTRICAL AND DATA DEVICES SHOWN TO BE REMOVED SHALL HAVE WIRING REMOVED BACK TO PANELS OR TO NEAREST SPICE POINT. CONDUITS SHALL BE REMOVED BACK TO NEAREST EXPOSED POINT.
- REMOVE EXISTING ATP CEILING AND GRID LIGHTING FIXTURES AND APPURTENANCES. SALVAGE MECHANICAL DIFFUSERS FOR REUSE.
- REMOVE ALL EXIST. VCT AND RESILIENT BASE.



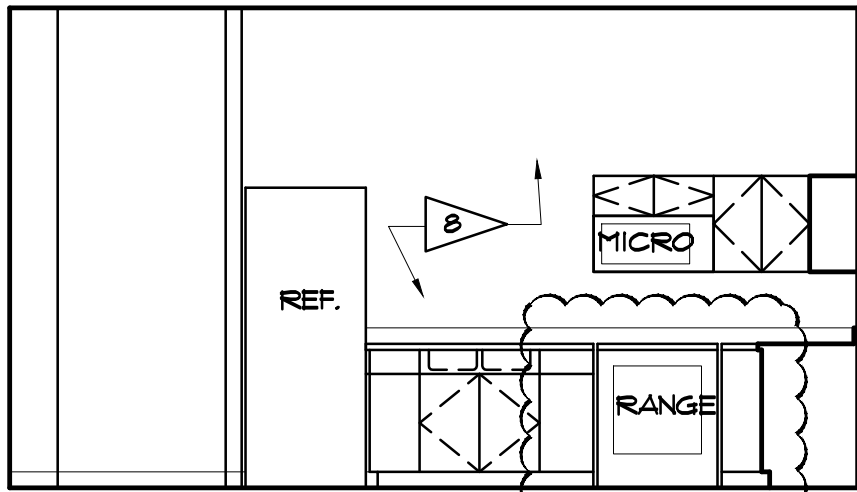
INTERIOR ELEVATION 1

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



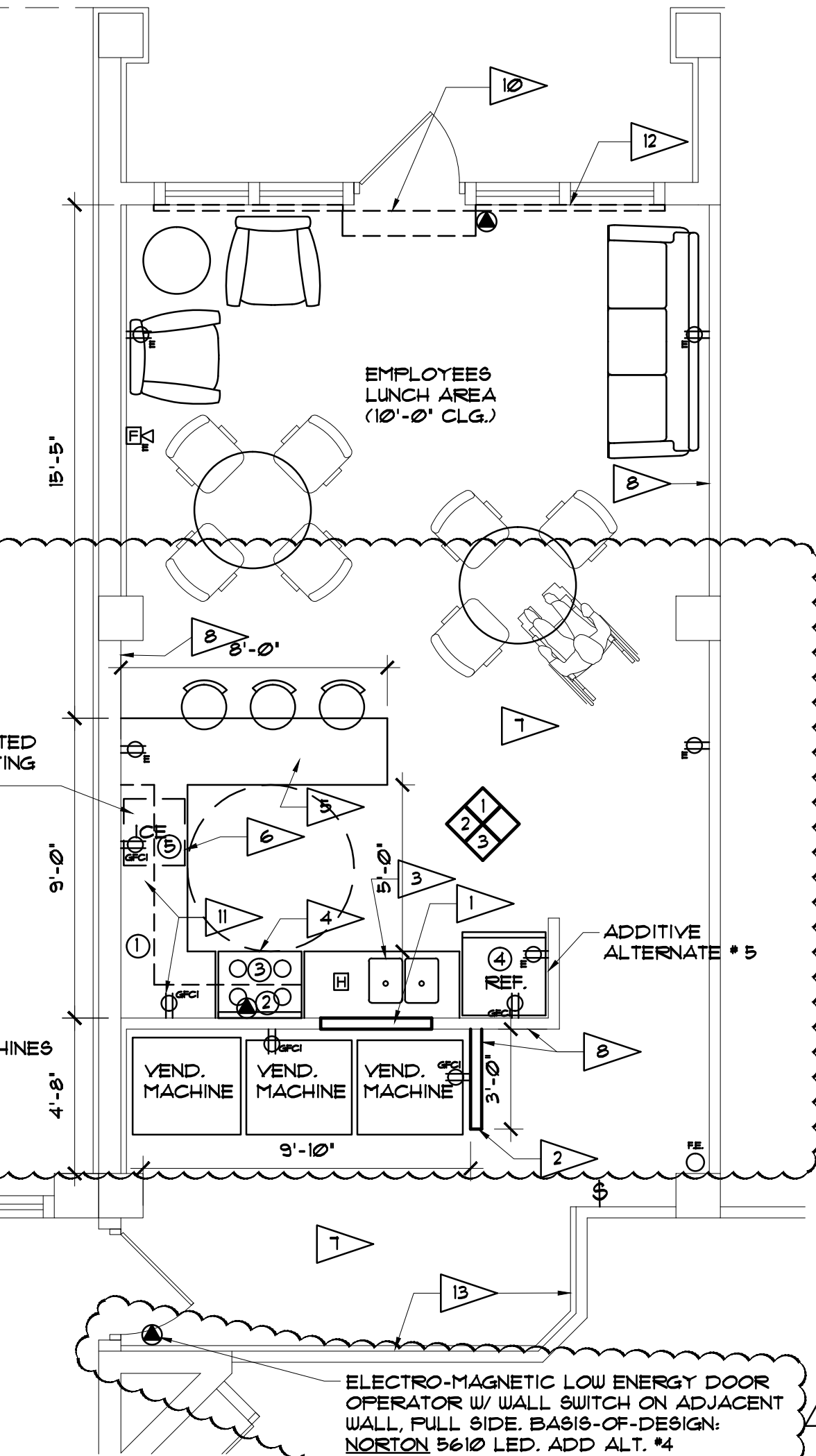
INTERIOR ELEVATION 2

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



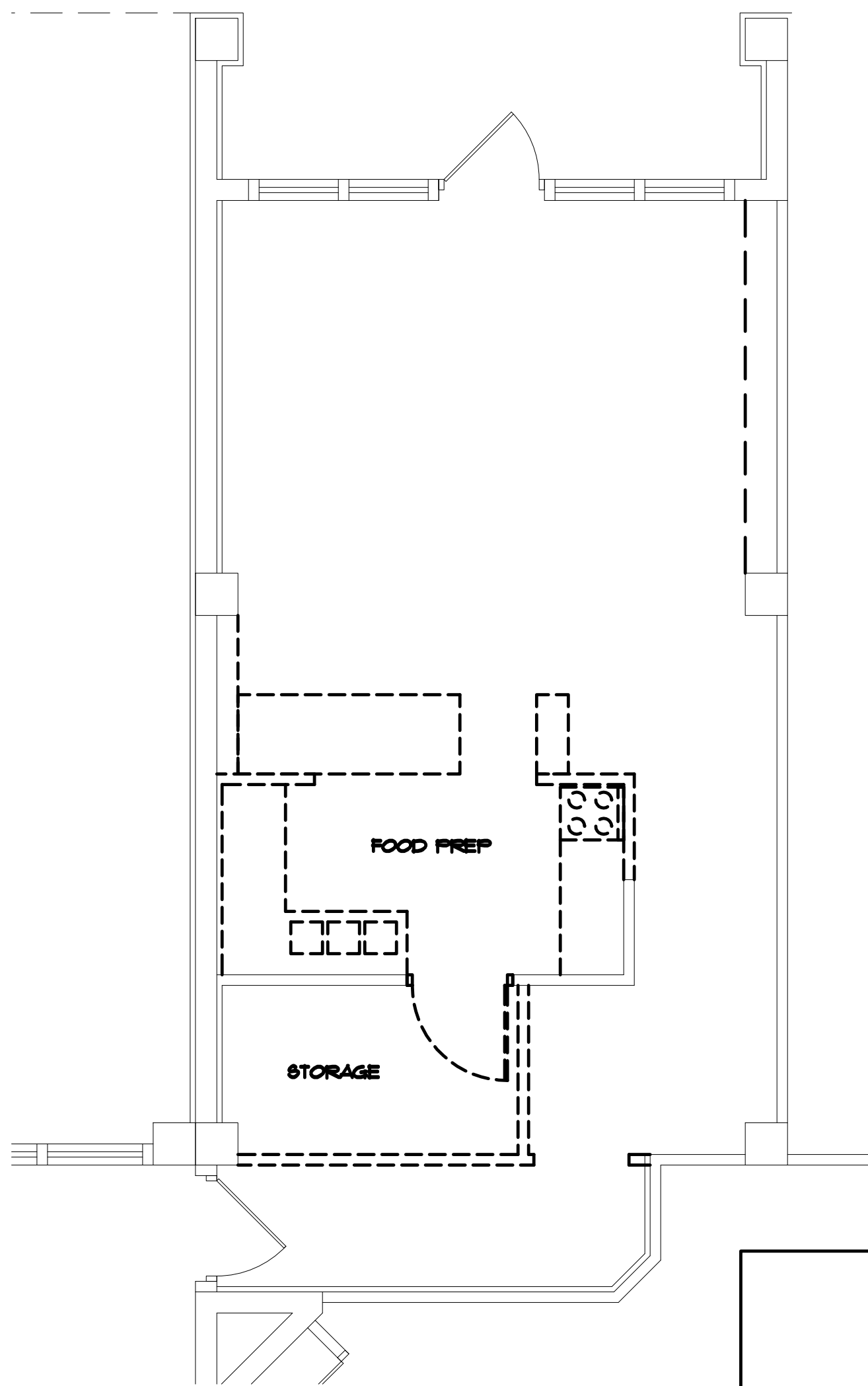
INTERIOR ELEVATION 3

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



PROPOSED FLOOR PLAN

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



DEMOLITION PLAN

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

CODE REVIEW DATA:
FLORIDA BUILDING CODE- BUILDING (5TH EDITION)
FLORIDA BUILDING CODE- EXISTING BUILDING (5TH EDITION)
FLORIDA BUILDING CODE- ACCESSIBILITY (5TH EDITION)
FLORIDA BUILDING CODE- ENERGY CONSERVATION (5TH EDITION)
FLORIDA BUILDING CODE- FUEL GAS (5TH EDITION)
FLORIDA BUILDING CODE- MECHANICAL (5TH EDITION)
FLORIDA BUILDING CODE- PLUMBING (5TH EDITION)
FLORIDA FIRE PREVENTION CODE (5TH EDITION)
NATIONAL ELECTRICAL CODE (2011)

OCCUPANCY TYPE AND CONSTRUCTION TYPE
BUSINESS GROUP 'B'
FULLY SPRINKLERED

OCCUPANT LOAD
BREAKROOM- 420 SF / 15 SF PER PERSON = 28
TOTAL = 28

EXISTING BUILDING ALTERATION
WORK AREA COMPLIANCE METHOD
LEVEL 2 ALTERATIONS

EGRESS CALCULATION
NO CHANGE

MAXIMUM ALLOWABLE TRAVEL DISTANCE
300 FT

INTERIOR FINISH REQUIREMENTS (CHAPTER 8)
VERTICAL EXITS AND EXIT PASSAGEWAYS
EXIT ACCESS CORRIDORS AND OTHER EXITWAYS
ROOMS AND ENCLOSED SPACES

CLASS 'B'
CLASS 'B'
CLASS 'C'



913 NORTH NOVA RD.
HOLLY HILL, FL 32117
AA 26000567
PHONE (386) 255-6987
FAX (386) 255-6989

DATE	REVISIONS	REV#
1-15-16	REVISED AS PER CITY OF PO. COMMENTS	1
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REMODELING OF PORT ORANGE
CITY HALL'S BREAKROOM

PORT ORANGE FL. 32128

PJT#: 02354.01
DATE: 10/02/2015
DRN BY: DMS
DGN BY: DMS
REV BY: DMS
SCALE: 1/4"=1'-0"

SHEET

A1.0

DANA M. SMITH-ARCHITECT
AR02003483

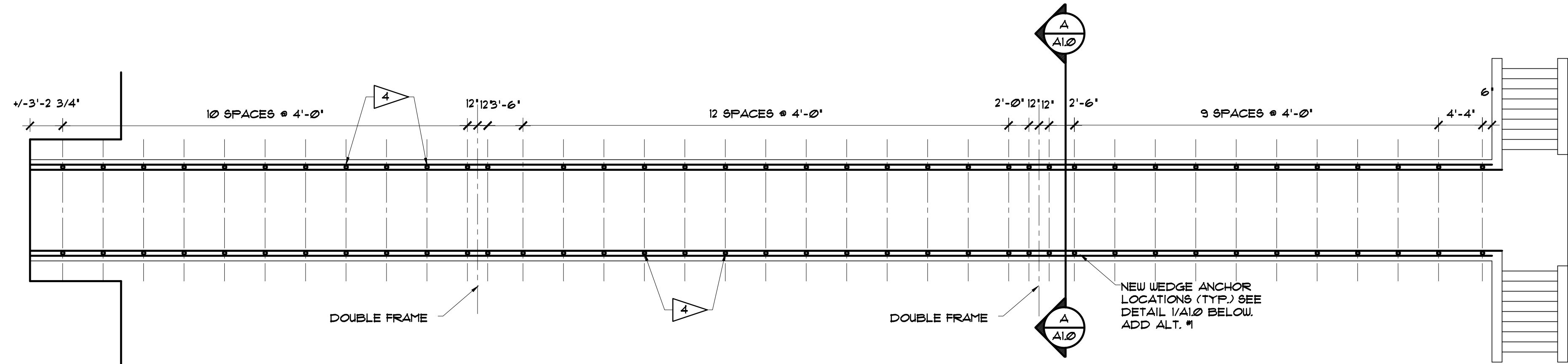
THE CONTRACTORS RESPONSIBILITY TO EXAMINE THE DRAWINGS AND TO COMPARE THE REQUIREMENTS OF EACH DIVISION (I.e. MECHANICAL, ARCHITECTURAL, ELECTRICAL, ETC.) AND ENSURE THAT EACH TRADE OR SUBCONTRACTOR IS MAKING THE ALLOWANCES NECESSARY TO PROVIDE THE OWNER A COMPLETE FACILITY, OPERATIONAL IN ALL RESPECTS. UNLESS OTHERWISE SPECIFICALLY NOTED IN THE DRAWINGS OR PROJECT MANUAL, IT IS ALSO THE CONTRACTORS RESPONSIBILITY TO NOTIFY THE ARCHITECT/ENGINEER OF ANY DEFICIENCIES OR DISCREPANCIES AMONG THE DIVISIONS OF THE DRAWINGS AND SPECIFICATIONS PRIOR TO THE BID DATE. THEREAFTER, THE OWNER NOR ARCHITECT/ENGINEER WILL BE RESPONSIBLE FOR ANY DEFICIENCIES OR DISCREPANCIES RAISED AFTER THE BIDDING OPENING. ACCORDINGLY, IN LIGHT OF THESE OBLIGATIONS, THE ARCHITECT/ENGINEER IS OBLIGATED TO INTERPRET THE DRAWINGS AND SPECIFICATIONS IN A MANNER THAT WILL PROVIDE THE OWNER WITH A COMPLETE, FUNCTIONING FACILITY FOR THE BID PRICE. ANY AND ALL DEVIATIONS FROM SPECIFIED PRODUCTS MUST BE APPROVED BY THE ARCHITECT.

THE CONTRACTOR SHALL PROVIDE SAFE, SUFFICIENT, AND PROPER FACILITIES AT ALL TIMES FOR THE INSPECTION OF THE WORK BY THE OWNER, ARCHITECT, AND ALL APPROPRIATE GOVERNMENTAL AND REGULATORY AGENCIES.

THE EXISTENCE AND LOCATION OF EXISTING UNDER-SLAB UTILITIES ARE NOT GUARANTEED AND SHALL BE INVESTIGATED AND VERIFIED BY FIELD BY THE CONTRACTOR BEFORE STARTING WORK. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY DAMAGES TO OR FOR PROPER MAINTENANCE PROTECTION OF EXISTING UTILITIES DURING THE CONSTRUCTION PROCESS.

THE PROJECT SHALL BE CONSTRUCTED TO COMPLY WITH THE 5TH EDITION (2014) FLORIDA BUILDING CODE, AND ADOPTED AMENDMENTS AS REQUIRED BY CITY ORDINANCE.

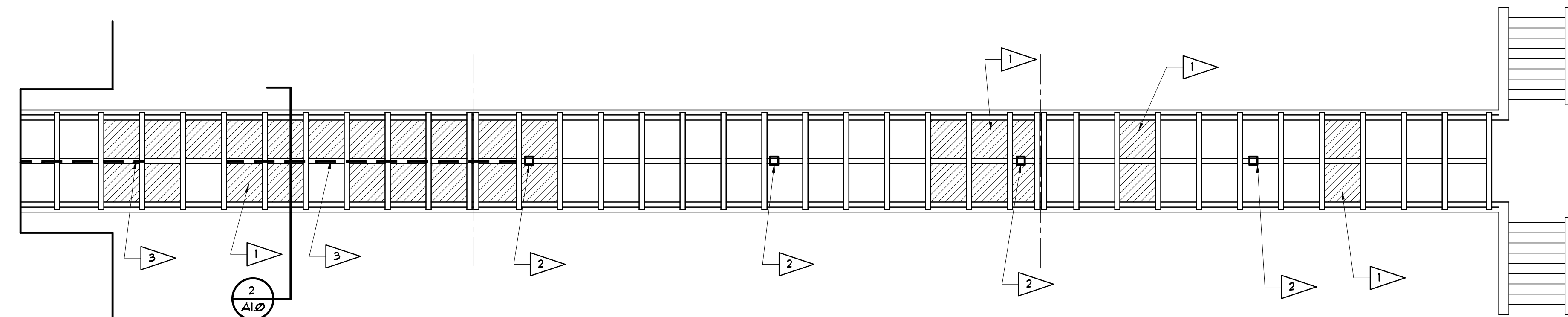
THE CONTRACTOR MUST KEEP THE SITE AND SURROUNDING AREA CLEAN OF DIRT AND DUST. NOISY WORK MAY NEED TO BE DONE DURING EARLY HOURS. CONTRACTOR TO REMOVE ALL DEMOLITION AND CONSTRUCTION DEBRIS OFF SITE. DO NOT USE CITY DUMPSTERS.



SCALE: 1/8" = 1'-0"

BASE BID: REPAIR SLIP-JOINT OVER EXPANSION JOINTS ON RIDGE CAP/VENT.
SEE DETAIL ON THIS SHEET.

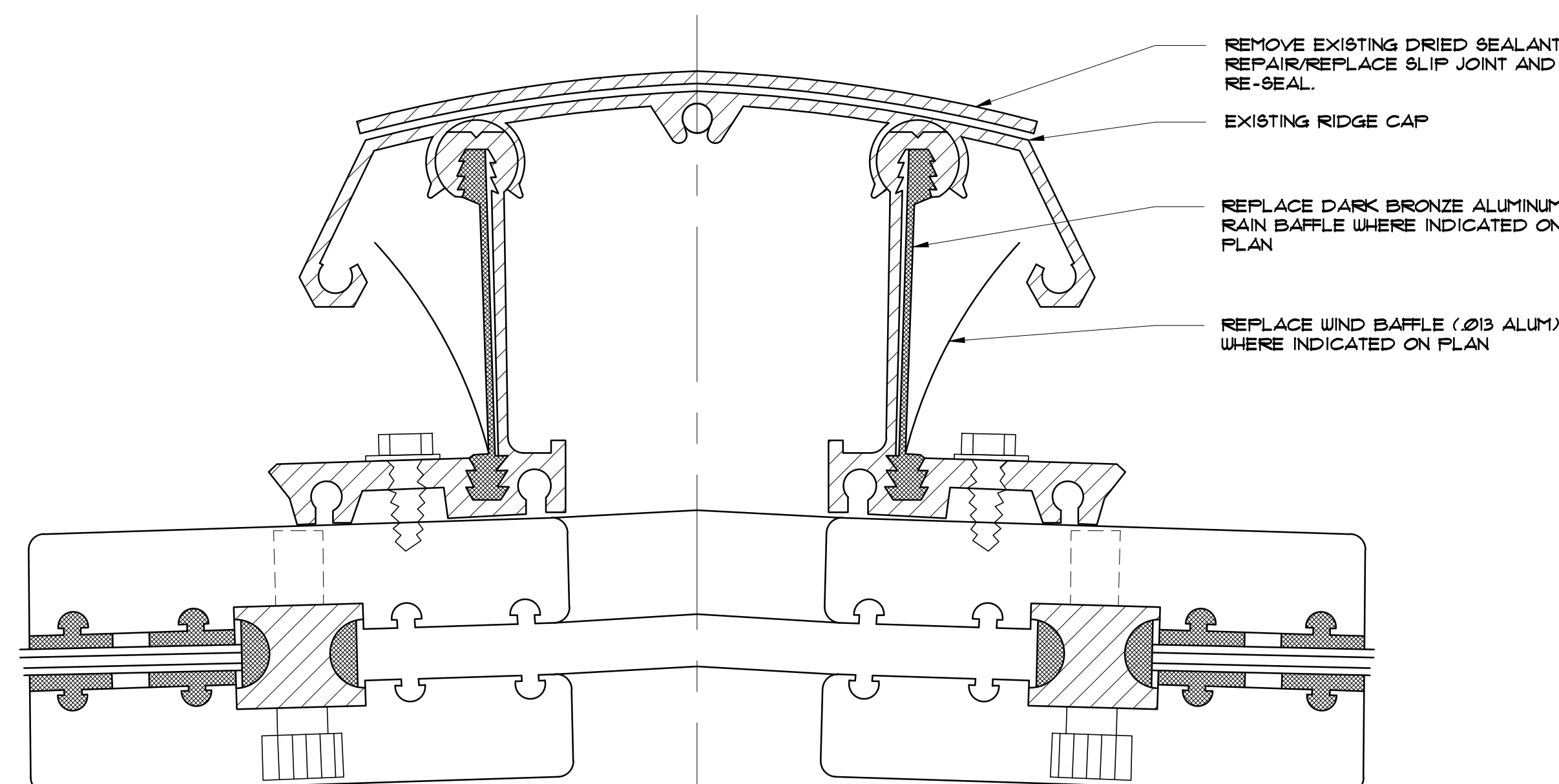
1.1	REPLACE CURVED TRANSPARENT ACRYLIC PANEL WITH NEW UNIT. ADD ALT. #2
1.2	REPAIR/REPLACE EXPANSION JOINT COVER ON RIDGE CAP VENT. SEAL WITH APPROVED CAULKING COMPOUND. BASE BID.
1.3	REPAIR RIDGE CAP VENT AS SHOWN ON DETAIL 2/A10. ADD ALT. #2
1.4	PROVIDE NEW WEDGE ANCHORS PER DET. 1/A10 ADD. ALT. #1



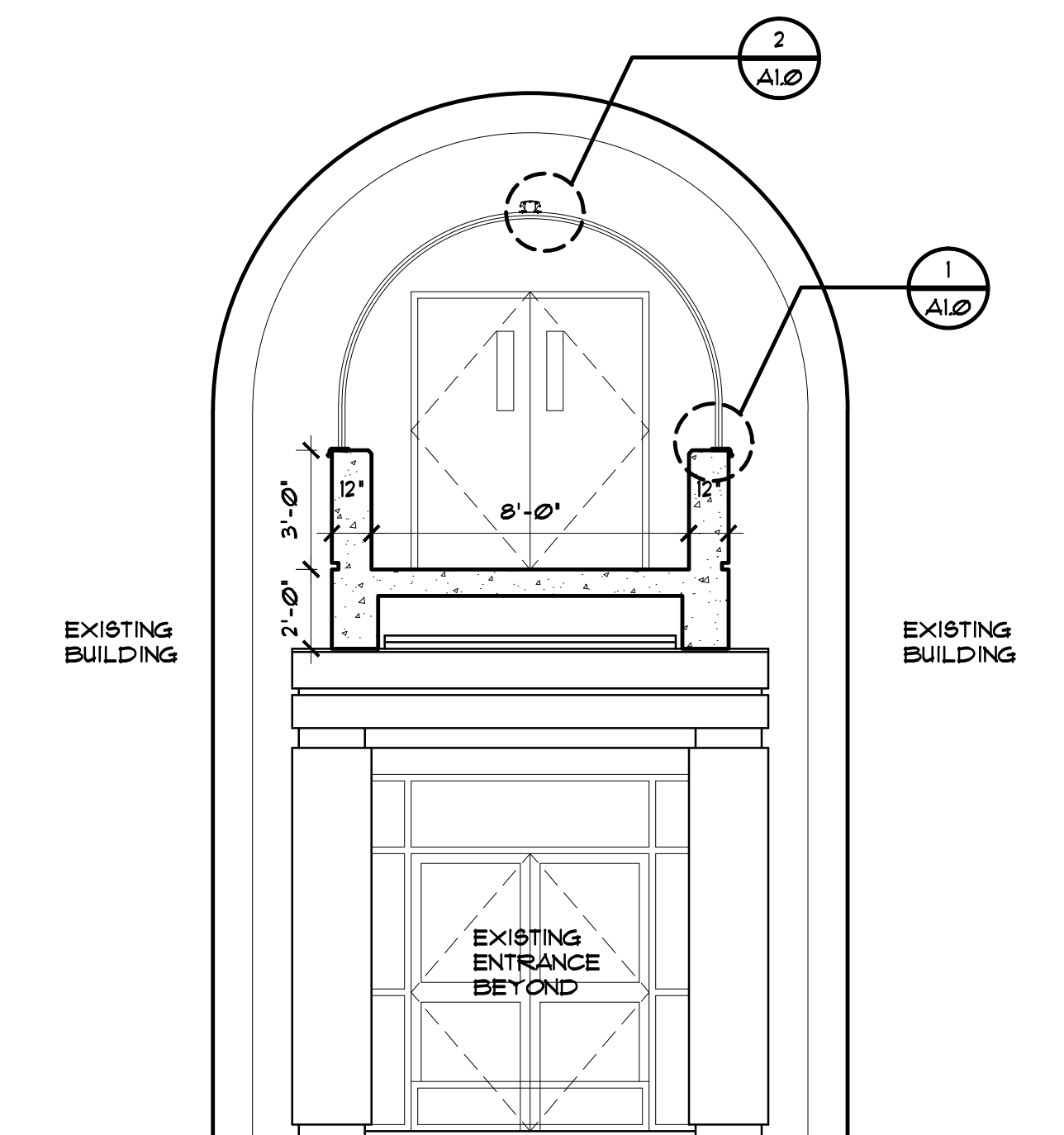
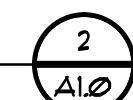
SCALE: 1/8"=1'-0"

BASE BID: REPAIR SLIP-JOINT OVER EXPANSION JOINTS ON RIDGE CAP/VENT.
SEE DETAIL ON THIS SHEET.

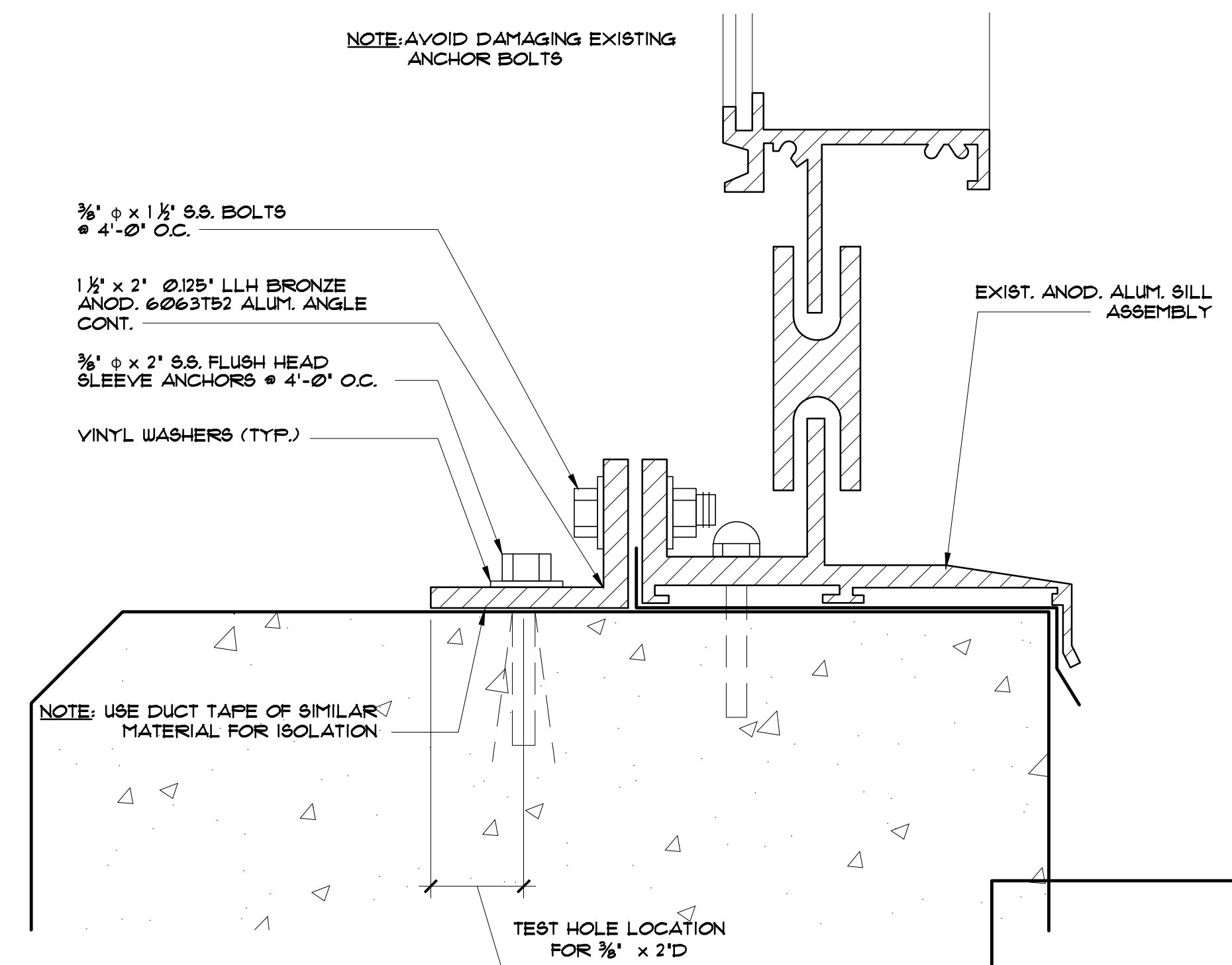
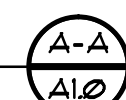
ADDITIVE ALTERNATE #2: REPLACE DAMAGED DARK BRONZE ACRYLIC PANELS WHERE INDICATED. SAME SHALL BE PROVIDED BY: DITTMER ARCHITECTURAL ALUMINUM, 1006 SHEPARD ROAD, WINTER SPRINGS, FL, 32708-2018 - TEL. 407-699-1765



SCALE: 1"=1'



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



SCALE: 1"=1

SCALE: 1"=1'
ADDITIVE ALTERNATE # 1



DANA M. SMITH-ARCHITECT
AR0009483

**913 NORTH NOVA RD.
HOLLY HILL, FL 32117
AA 26000567
PHONE (386) 255-6987
FAX (386) 255-6989**

REV#	REVISIONS	DATE
1		
2		
3		
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8		
9		
10		

***REINFORCEMENT OF PORT ORANGE
CITY HALL'S PEDESTRIAN BRIDGE COVERING***

PORI ORANGE FL. 32128

PJT#: 02354.02
DATE: 10/02/2015
DRN BY: DMS
LOGN BY: DMS
REV BY: DMS
SCALE: 1/4"=1'-0"

SHEET

A1.0



SECTION 4 – STANDARD PURCHASE DEFINITIONS

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

1. Addendum means a written instrument issued by the Contract Awarding Authority that modifies or clarifies the Solicitation prior to the Due Date. "Addenda" is the plural form of the word.
2. Alternate Bid means multiple Bids with substantive variations from the same Bidder in response to a Solicitation.
3. Appropriate, Appropriated, or Appropriation means the adoption by the City Council of the City of a budget for a fiscal year that includes payments to be made under the Contract during the respective fiscal year.
4. Bid is a complete, properly signed response to an Invitation to Bid, which if accepted, would bind the Bidder to perform the resultant Contract.
5. Bidder or Proposer is a person, firm, or entity that submits a Bid/Proposal, etc. in response to a Solicitation. Any Bidder/Proposer may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status.
6. Bid Guaranty (Bid Bond) guarantees that the Bidder (a) will not withdraw the Bid within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Bidder upon execution of a Contract
7. Bids are responses to an Invitation to Bids.
8. City means the City of Port Orange.
9. Competitive Negotiation means a method for acquiring goods, services, and construction for public use in which discussions or negotiations may be conducted with responsible offerors who submit proposals through a Request for Proposals, Request for Statements of Qualifications, or Invitation to Negotiate.
10. Construction means the construction, repair, rehabilitation, alteration, conversion or extension of building, parks, utilities, streets or other improvements or alterations to real property.
11. Contractor means the person, firm or entity selling goods or services to the City under a Contract.
12. Deliverables means the goods, products, materials, and/or services to be provided to the City by a Bidder.
13. Due Date means the date and time specified for receipt of Bids.
14. Goods are supplies, materials, or equipment.
15. Invitation to Bid (ITB) or Bid means a Solicitation requesting pricing for a specified Good or Service which has been advertised for Bid in a newspaper.
16. Invitation to Negotiate (ITN) means a Solicitation requesting proposed specifications and pricing of a product and/or service which has been advertised for replies in a newspaper.
17. Lowest Responsible Bid means the Bid meeting all requirements of the specifications, terms, and conditions of the Invitation to Bid resulting in the lowest cost to the City in a total cost concept or based solely on price, taking into consideration the financial and practical ability of the Bidder to perform the Contract, past performance of the Bidder, and compliance with all City ordinances concerning the purchasing process.
18. Lowest Responsible Bidder means the Bidder submitting Lowest Responsible Bid.
19. Non-Professional Services are services performed that are not of a professional nature such as lawn care, security, janitorial, etc.

20. Offer means a complete signed response submitted to the City in response to a Solicitation including, but not limited to, a Bid submitted in response to an Invitation to Bid, a proposal submitted in response to a Request for Proposal, a quote submitted in response to a Request for Quotation, a statement of qualifications and interest submitted in response to a Request for Qualifications, or a reply submitted in response to an Invitation to Negotiate.

21. Pre-Bid/Proposal/Statement Meeting means a meeting conducted by the Purchasing Office, held in order to allow Bidders/Proposers to ask questions about the proposed Contract and particularly the Contract specifications with the City department requesting the goods/services.

22. Professional Services means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.

23. Proposal is a complete, properly signed response to a Request for Proposal, which if accepted, would bind the Bidder to perform the resultant Contract.

24. Purchase Order is an order placed by the Purchasing Division for the purchase of Goods or Services written on the City's standard Purchase

Order form and which, when accepted by the Bidder, becomes a contract. The Purchase Order is the Bidder's authority to deliver and invoice the City for Goods or Services specified, and the City's commitment to accept the Goods or Services for an agreed upon price.

25. Request for Proposal (RFP) means a Solicitation requesting pricing for a specified Good or Service which has been advertised for Proposal in a newspaper.

26. Request for Statement of Qualifications (RFSQ) means a Solicitation requesting statements of qualifications pursuant to Florida Statute 287.055 "Consultant's Competitive Negotiation Act" which has been advertised for Statement in a newspaper.

27. Services include all work or labor performed for the City on an independent contractor basis other than construction.

28. Solicitation means, as applicable, an Invitation to Bid, Request for Proposal, Request for Qualifications, Invitation to Negotiate, or a Request for Quotation.

29. Subcontractor means a person, firm or entity providing goods or services to a Bidder to be used in the performance of the Bidder's obligations under the Contract.

30. Unbalanced Bid means a Bid that is based on prices which are significantly less than cost for some bid items and significantly more than cost for others.

SECTION 5 – GENERAL TERMS AND CONDITIONS

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

1. ACCEPTANCE BY CITY

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

2. ADDENDA

When specifications are revised, the City of Port Orange Purchasing Division will issue an addendum addressing the nature of the change. Bidders/Proposers should acknowledge all addenda by circling the quantity of addenda received on the

"Bidder/Proposer Acknowledgment Form" and include it in the returned bid/proposal/statement/reply package. Failure to acknowledge the correct number of addenda issued may result in rejection of the bid/proposal/statement/reply. It is the responsibility of the Bidder/Proposer to ensure all addenda have been received prior to submitting a bid. All Addenda shall be posted by the CITY on www.demandstar.com. The City shall issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Proposal Due Date. Proposers should not rely on any representations, statements or explanations other than those made in this ITB/RFP/RFSQ/ITN/ITQ or in any addendum to the ITB/RFP/RFSQ/ITN/ITQ. Where there appears to be a conflict between the ITB/RFP/RFSQ/ITN/ITQ and any addenda issued, the last addendum issued shall prevail.

3. ANTI-COLLUSION STATEMENT

By submitting this bid/proposal/statement/reply, the Bidder/Proposer affirms that this bid/proposal/statement/reply is without previous understanding, agreement, or connection with any person, business, or corporation submitting a bid/proposal/statement/reply for the same materials, supplies, or equipment, and that this bid is in all respects fair, and without collusion or fraud. Additionally, Bidder/Proposer agrees to abide by all conditions of this bid and certifies that they are authorized to sign this bid for the Bidder/Proposer. In submitting a bid/proposal/statement/reply to the City of Port Orange, the Bidder/Proposer offers and agrees that if the bid is accepted, the Bidder/Proposer shall convey, sell, assign or transfer to the City of Port Orange all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Port Orange. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Bidder/Proposer.

4. APPLICABLE LAWS

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

5. ASSIGNMENT

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

6. CONTRACT

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

7. BID/ PROPOSAL / STATEMENT / REPLY FORM COMPLETION, SUBMISSION AND RECEIPT OF BIDS/PROPOSALS/STATEMENTS/REPLIES

Unless otherwise specified, Bidders/Proposers shall use the bid/proposal forms supplied by the Purchasing Division. Bids/proposals shall be typewritten or handwritten in ink and shall bear the original signature of the Bidder's/Proposer's authorized representative. Bids containing erasures or corrections must be initialed by the Bidder/Proposer in ink. Bids/proposals/statements/replies shall be submitted by mail or hand delivery only. No Bids/proposals/statements/replies will be accepted by facsimile transmission, e-mail or other electronic delivery. Bids submitted by mail shall be addressed to: Diana M. Fye, CPPB, FCPA, Purchasing Manager, Purchasing Office, a division of the Finance Department, Port Orange City Hall, 1000 City Center,

Port Orange, Florida 32129. Bids submitted by hand delivery shall be delivered to: City Clerk, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129. Bid/proposal/statement/reply submittals will be accepted until 2:30 p.m. on the date indicated in the bid documents or as addenda issued by the City. One (1) envelope or package shall be submitted. The envelope/package contains required forms/price and will be evaluated and deemed responsive or non-responsive. All bids/proposals/statements/replies deemed non-responsive will be returned to the Bidder/Proposer and will not be opened.

Bids (Envelope/Package) shall contain one (1) original and two (2) copies and one (1) digital (Cd or flash drive) version unless otherwise indicated in the legal advertisement and shall be mailed or delivered as set forth in the preceding paragraph in one (1) SEALED ENVELOPE/PACKAGE. The envelope/package shall be clearly marked on the outside to include the bid project name, bid number and name of the bidder/proposer.

8. BID RETURNS

Bidder/Proposers shall return all completed bids/proposals/statements/replies to the City of Port Orange at the address set forth in paragraph 7 above on the date and at the time specified. Late submissions will not be accepted and shall be returned to Bidder/Proposers unopened.

9. BID PROTEST

Any person who is adversely affected by the agency decision or intended decision shall file with the agency a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking bids, proposals, statements, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the solicitation. The formal written protest shall be filed in writing within 10 days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and

state holidays shall be excluded in the computation of the 72-hour time period established herein. Upon receipt of the formal written protest that has been timely filed, the agency shall stop the solicitation or contract award process until the subject of the protest is resolved by final agency action, unless the agency head sets forth in writing particular facts and circumstances which require the continuance of the solicitation or contract award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare. The agency shall provide an opportunity to resolve the protest by mutual agreement between the parties. The policy this City has established is as follows:

(a.) As soon as possible after receipt, the Purchasing Manager provides written bid protest to City Manager, City Attorney, and Department Head involved and Supervisor directly involved in acquisition.

(b.) Purchasing Manager schedules an informal meeting with an appeals committee consisting of the above mentioned individuals and protestor. The intent of the meeting is to provide a review and/or solution prior to going before Council. After reviewing all relevant information, the City Manager renders a decision.

(c.) If the protestor disagrees, he may appeal to the City Council at a formal council meeting. After reviewing the evidence, the City Council issues their decision. For the most part, the City Council's decision is final. The protestor can appeal the decision by taking court action only on very narrow defined grounds. Decisions at all levels must be in writing to the protestor.

10. BID/PROPOSAL TABULATION

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

11. BONDS

If this bid requires submission of bid guarantee and performance bonds, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks shall be deemed non-responsive. When the Purchasing

Manager deems it necessary, bid bond/deposits shall be prescribed and are advertised in the public notices inviting bids. Normally, if a bid bond/deposit is requested, it is in the amount of five percent (5%) of the bid amount. Payment and Performance Bonds requested for construction projects shall be in an amount equal to one hundred percent (100%) of the total contract amount. Upon award, the successful Bidder/Proposer may also be required to furnish and pay for a satisfactory contract one hundred percent (100%) Payment and Performance Bond which will be recorded by the City, at the Bidder's/Proposer's sole cost and expense, with the Clerk of the Circuit Court, Volusia County, Florida, and to enter into a written contract with the City of Port Orange. After recording, the City will furnish to the contractor the recording information for the bond to evidence that the contractor has met the requirements of Florida law. The City will bill the cost of recording to the contractor. Payment and Performance Bonds shall also be recorded at the Bidder's/Proposer's expense in the Office of the Clerk of the Circuit Court, Volusia County, Florida. All bonds no matter which kind, are advertised in the ITB/RFP which appears in the newspaper. Unsuccessful Bidders/Proposers are entitled to the return of their surety where the Purchasing Manager has required such. A successful Bidder/Proposer shall forfeit any surety required by the Purchasing Manager upon failure on the part of the Bidder/Proposer to enter into a contract within the time specified after the award of bid.

12. CHANGE ORDERS

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

13. CONDUCT OF PROPOSERS

All Bidders/Proposers or individuals acting on behalf of Bidders/Proposers are hereby prohibited from lobbying or otherwise attempting to persuade or influence any member of the Evaluation Committee, City Council members, or staff at any time during the course of the solicitation process. The solicitation process shall end upon issuance of the written City Manager and staff recommendation for selection of a Bidder/Proposer. All Bidders/Proposers or individuals

acting on behalf of Bidders/Proposers are further prohibited from contacting or otherwise attempting to communicate with any member of the staff, Evaluation Committee or City Council members regarding the pending solicitation or its outcome until after the issuance of the written recommendation of the most qualified Bidder/Proposer. Until such recommendation is issued in writing, any questions regarding the pending solicitation shall be submitted to the Purchasing Manager. Failure to comply with this procedure shall result in rejection/disqualification of said submittal without exception. Contact with staff, City Council members and the Evaluation Committee during a public meeting shall not be considered a violation of this requirement.

14. CONFLICT OF INTEREST

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

15. CONFLICT OF INSTRUCTIONS

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

16. CONTRACT OBLIGATION

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

17. CONTRACT RENEWALS

Renewals may be made ONLY by written agreement between the City of Port Orange and the

Bidder/Proposer. Any price escalations are limited to those stated by the Bidder/Proposer on the original bid.

18. COOPERATIVE PURCHASING

The City Manager may elect to purchase through or join with other governmental units in cooperative purchasing ventures when the best interest of the City would be served thereby, provided the same is in accordance with all applicable laws. In the event the City Manager should elect to purchase through or join with other governmental agencies in cooperative purchasing ventures, all purchases in excess of twenty-five thousand dollars (\$25,000.00) shall require council approval before the purchasing contracts are entered into. (Code 1981, § 8-33, Ord. 1997-22, § 5.)

19. COPYRIGHT AND PATENT RIGHTS

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

20. COST INCURRED BY BIDDER/PROPOSER

All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection therewith shall be borne by the Bidder/Proposer. No payment shall be made for any response received, nor for any other effort required of or made by the Bidder/Proposer prior to commencement of work as defined by the contract approved by the City Council.

21. DEFAULT PROVISIONS

In the event of default by the Bidder/Proposer, the City reserves the right to procure the item(s) bid from other sources and hold the Bidder/Proposer responsible for excess costs incurred as a result. If a contractor defaults on a City contract the City Council may elect to refrain from doing business with the Bidder/Proposer for a period of 36 months from the date of default.

22. DELIVERY OF GOODS/SERVICES

(a.) All materials are to be delivered F.O.B.; City of Port Orange designated facility.

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

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

(d.) When delivery is not met as provided for in the contract, the Purchasing Division reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the vendor, in addition to any other damages, direct or consequential, incurred by the City as a result thereof. In addition, failure of the vendor to meet the contract delivery dates will be cause for removal of the vendor from the City’s list of eligible Bidders/Proposers as determined by the Purchasing Division.

23.DETERMINATION OF LOWEST AND BEST BIDDER /PROPOSER

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

(a.) The ability, capacity and skill of the Bidder/Proposer to perform the contract.

(b.) Whether the Bidder/Proposer can perform the contract within the time specified, without delay or interference.

(c.) The character, integrity, reputation, judgment, experience, and efficiency of the Bidder/Proposer.

(d.) The quality of performance of previous contracts.

(e.) The previous and existing compliance by the Bidder/Proposer with laws and ordinances relating to the contract.

(f.) The sufficiency of the financial resources and ability of the Bidder/Proposer to perform the contract or provide the service.

(g.) The quality, availability and adaptability of the supplies or contractual services to the particular use required.

(h.) The ability of the Bidder/Proposer to provide further maintenance and service for the use of the subject of the contract.

(i.) The number and scope of conditions attached to the bid.

(j.) Such other factors as appear to the city council to be pertinent to the bid or the contract under all of the circumstances involved.

24.DISCLOSURE OF CONFLICTS

The award is subject to the provisions of Chapter 112.313, Florida Statutes. All Bidders/Proposers must disclose with their bid the name of any officer, director, or agent who is also an employee of the City. Further, all Bidders/Proposers must disclose the name of any employee who owns, directly or indirectly, an interest in the Bidder’s/Proposer’s firm or any of its branches. The Bidder/Proposer shall not compensate, in any manner, directly or indirectly, any officer, agent, or employee of the City for any act or service that he/she may do, or perform for, or on behalf of any officer, agent or employee of the Bidder/Proposer. No officer, agent, or employee of the City shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made by anyone for, or on behalf

of the City. The Bidder/Proposer shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under the Bid/RFP.

25.DISQUALIFICATION OF BIDDER/PROPOSER

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

26.EVALUATION

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

27.EVALUATING RFP'S/RFSQ's/ITN'S

The evaluation process is formally conducted by a committee appointed by the Purchasing Manager or requesting department as required by general law. The Purchasing Manager leads and oversees the entire process. The evaluation is based upon specific criteria outlined in the RFP/RFSQ/ITN. The user department

shall assign a weight to each of the evaluation criteria by its relative importance, with the total weights equaling 100. Each committee member establishes a summary of total scores for all the vendors. The summary of total scores is used to rank the vendors. Based upon the scores/ranking of the committee members, consensually a short list is obtained. In this RFP/RFSQ/ITN process this short list will consist of no less than three vendors (Unless less than three were received). This committee falls under the Florida Sunshine Law and therefore cannot speak with one another concerning the RFP/RFSQ/ITN unless in a public committee meeting. These meetings also shall be announced publicly in a designated area and meetings are recorded. In the case of the RFP/RFSQ/ITN, one member of the Evaluation Committee may consist of one (1) member from the City Council; and at least one (1) member from the user department, except as otherwise required by general law. The Evaluation Committee, through the Purchasing Division, schedules oral presentations from the three firms that were short-listed. At the oral presentation, the short listed firms present an over view of their company and their approach to the scope of work outlined. Upon conclusion of the oral presentations, with the same criteria and procedures, the committee members then evaluate those three firms again to determine a second ranking. Then, by consensus a final ranking is determined. That final ranking is then presented to the City Council by the using department head requesting approval to negotiate with the individual/firm ranked as number one. A contract is completed pursuant to the negotiations with this individual and/or firm. If a successful contract cannot be obtained with the number one ranked firm, the negotiations then move to the team ranked as number two, never to return to the number one again.

28.EXCEPTIONS TO SPECIFICATIONS

For purposes of evaluation, Bidder/Proposer must indicate any exception to the specifications, terms, and/or conditions, no matter how minor. This includes any agreement or contract forms supplied by the Bidder/Proposer that are required to be signed by the City. If exceptions are not stated by the Bidder/Proposer, in his bid, it will be understood that the item(s)/services fully comply with the specifications, terms and/or conditions stated by the

City. Exceptions are to be listed by the Bidder/Proposer on an attachment included with the bid. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.

29.FACILITIES

The City reserves the right to inspect the Bidder's/Proposer's facilities at any time.

30.FAILURE TO RESPOND

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

31.GOVERNING FORMS

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

32.GOVERNING LAW

Bidder/Proposers shall comply with all applicable federal, state and local laws and regulations. All bids are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-263, and all bids will be evaluated in accordance with the provisions thereof. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida and at www.municode.com.

The City of Port Orange is also governed by the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, as the method of selecting architects, engineers and land surveyors. The City has utilized the procedures in the Act for Professional counselors, environmentalists, planners, general contractors, computer systems, designers, telecommunications consultants, maintenance technicians, financial services and other professional services.

Every acquisition equal to or greater than \$10,000.00 must have a signed, notarized "Public Entity Crimes Form" to comply with Section 287.133(3)(a), Florida Statutes. Also required is the "Drug Free Preference Form" to comply with Section 287.087, Florida Statutes. Each form is included in the Invitation to Bid.

33.GRANT FUNDING

Any contract entered into by the City that is to be paid from grant funds shall be limited to payment from the grant funding and the vendor/provider understands that the City has not set aside any City funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract, then *the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void.*

34.HIPAA COMPLIANCE

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

35.IDENTICAL TIE BIDS

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

36.INDEMNIFICATION/HOLD HARMLESS

Contractor covenants and agrees that it will indemnify and hold harmless the City and all of the City's officers, agents, and employees from any claim, loss, damage, costs, charge or expense arising out of any act, action, neglect or omission by contractor during the performance of the contract, whether direct, or indirect, and whether to any person or property to

which the City of said parties may be subject, except that neither the contractor nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of City or any of its officers, agents, or employees.

37. INDEPENDENT CONTRACTOR

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

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

38. INSPECTIONS AND TESTING

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

39. INSURANCE

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

40. INSURANCE CANCELLATION

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

41. INVOICES AND PAYMENTS

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

42. IRREVOCABILITY OF BID/PROPOSAL

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

43.LATE SUBMISSIONS, LATE MODIFICATIONS AND LATE WITHDRAWALS

Bids/Proposals/Statements/Replies received after the Bid/Proposal/Statement/Reply Due Date and time are late and shall not be considered. Modifications received after the Bid Due Date are also late and shall not be considered. Letters of withdrawal received after the Bid/Proposal/Statement/Reply Due Date are late and shall not be considered. Letters of withdraw received after contract award shall be deemed a breach of contract, subject to penalties as set forth in the contract and ITB/RFP/RFSQ/ITN.

44.LEGAL REQUIREMENTS

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

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

45.LICENSES, PERMITS AND TAXES

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

46.MAINTENANCE

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

47.NAME BRANDS

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

48.NON DISCRIMINATION

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

49.NOTICE TO CONTRACTOR

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

50.OPTIONAL CONTRACT USAGE

As provided in Section 287.042(16), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell

such commodities or services certified by the Division to State of Florida agencies at the contractor's option.

51.PATENTS/COPYRIGHTS

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

52.PRE-BID MEETING OR PRE-PROPOSAL MEETING

The Purchasing Manager shall determine if the pre-bid or pre-proposal meeting is mandatory and provide the date, time and location in the ITB/RFP/RFSQ/ITN legal advertisement and ITB/RFP/RFSQ/ITN/ specifications. The meeting shall normally be held in the Council Chambers, located on the first floor of City Hall, 1000 City Center Circle, Port Orange, Florida. A site visit may be included and shall immediately follow. Attendance to the pre-bid and pre-proposal meeting is normally mandatory. Only Bidders/Proposers attending a mandatory pre-bid meeting will be eligible to submit a Bid or Proposal. The representative of each Bidder/Proposer shall be an authorized employee of the Bidder/Proposer and shall sign in accordingly.

53.PREPARATION OF BID/PROPOSAL/STATEMENT/REPLY

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

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

partnership, it shall be signed by all partners; if made by a corporation, it shall be signed in the name of the corporation by one of the officers thereof and shall have affixed the seal of the corporation.

54.POSTPONEMENT / CANCELLATION / WAIVER OF IRREGULARITIES

The City may, at its sole and absolute discretion, reject any and all, or parts of, proposals; re-advertise the ITB/RFP/RFSQ/ITN for new proposals; postpone or cancel, at any time, the ITB/RFP/RFSQ/ITN/ITQ process; or waive any irregularities in the ITB/RFP/RFSQ/ITN/ITQ or in the bids/proposals/statements/replies received as a result of the ITB/RFP/RFSQ/ITN/ITQ, or to accept that bid/proposal/statement/reply which best serves the interest of the City.

55.PRICING

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

56.PROTECTION

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

57.PROPRIETY INFORMATION

Upon receipt by the City, responses to ITBs/RFPs/RFSQs/ITNs/ITQs, become public records subject to the provisions Florida's state policy on public records, Section 119, Florida Statutes. If you believe that any portion of your response is exempt, you should clearly identify the specific documents for which confidentiality is claimed, and provide specific legal authority of the asserted exemption. Any financial statement that an agency requires a prospective Bidder/Proposer to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from Section 119.07, Florida Statutes, and Article I, 24(a), Florida Constitution.

58.PUBLIC ENTITY CRIMES

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

59.PUBLIC RECORDS/PUBLIC MEETINGS EXEMPTION STATEMENT

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

60.PURCHASE ORDER AND DELIVERY

The successful Bidder/Proposer shall not deliver products or provide services without a City of Port

Orange Purchase Order, signed by an authorized agent of the City of Port Orange. The fastest, most reasonable delivery time shall be indicated by the Bidder/Proposer. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. INSIDE DELIVERY unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which shall be rectified prior to expiration of the time for performance. Failure to rectify within the performance period shall be considered cause to reject future deliveries and cancellation of the contract by City of Port Orange without prejudice to other remedies provided by law. Where delivery times are critical, the City of Port Orange reserves the right to award accordingly.

61. QUESTIONS, INTERPRETATIONS

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

62. QUALITY

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

63. RIGHT OF WITHDRAWAL ITB/RFP/RFSQ/ITN/ITQ

A bid, proposal, statement, or reply may not be withdrawn before the expiration of ninety (90) days from the bid/proposal/statement/reply due date.

64. RIGHTS TO ITB/RFP/RFSQ/ITN/ITQ SUBMITTED MATERIAL

All bids/proposals/statements/replies, responses, inquiries, or correspondence relating to or in reference to an ITB/RFP/RFSQ/ITN/ITQ, and all reports, charts, and other documentation submitted by Bidders/Proposers shall become the property of the City when received.

65. RIGHT OF NEGOTIATION RFP

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

66. RECORDS/AUDIT

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

67. RECYCLED MATERIALS

City of Port Orange encourages the use of products made of recycled materials.

68. REQUEST FOR ADDITIONAL INFORMATION

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

69. REJECTING OF BIDS, REBIDDING

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

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

70. REVIEW OF BIDS/PROPOSALS/STATEMENTS/REPLIES

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

71. RULES, REGULATIONS AND LICENSING REQUIREMENT

The Bidder/Proposer shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Bidders/Proposers are presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

72. SAMPLES

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

73. SEPARATION AND DISTRIBUTION

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

The City will utilize Demand Star for distribution of ITBs/RFPs/RFSQs/ITNs/ITQs at:
www.demandstar.com.

74. SEVERABILITY

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

75. SIGNATURE REQUIRED

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

76. SIGNED BID CONSIDERED AN OFFER

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

77. SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed

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

78.STATE LICENSING REQUIREMENTS

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

79.SUPPLEMENTAL MATERIALS

Bidders/Proposers are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements that the Bidder/Proposer wishes to include as a condition of the bid must also be

in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

80.TAXES

The City of Port Orange is exempt from all federal excise, state and local taxes unless otherwise stated in this document. A Tax Exemption Certificate will be furnished upon written request to the City of Port Orange Purchasing Division.

81.TERM CONTRACTS

Acceptance by the City of Port Orange of Bidder's/Proposer's offer shall be limited to the terms herein unless expressly agreed in writing by the City. If the contract is intended to cover a specific time period, the term will be given in the bid specifications.

82.TERMINATION

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

83.TERMINATION - NOTICE

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

84. TITLE TRANSFER

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

85. USE OF PROPOSAL FORMS

Bidder/Proposer shall complete the appropriate Proposal Form(s) included in the ITB/RFP/RFSQ/ITN/ITQ. All blanks on the Bid/Proposal/Statement/Reply Forms shall be completed. If a question or confirmation is not applicable, it should be answered with an "N/A."

Supplemental information may be attached to the Bid/Proposal/Statement/Reply Forms. Failure to fully complete the appropriate Bid/Proposal/Statement/Reply Forms may result in disqualification of the bid/proposal/statement/reply.

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

The signature on the Authorized Person or Entity must be that of an officer, partner or a sole proprietor of the entity making the proposal. The original bid/proposal/statement/reply, and each copy submitted, shall contain an original signature on the Bidder's/Proposer's Acknowledgement Form contained in each Bid/Proposal/Statement/Reply Form.

86. VARIANCES

For purposes of bid evaluation, Bidders/Proposers must indicate any variances, no matter how slight, contained in the bid. No variations or exceptions by a Bidder/Proposer will be considered or deemed a part

of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bid pages. If variances are not stated, or referenced as required, it will be assumed that the product or service complies with the City's terms, conditions and specifications. By receiving a bid, the City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.

87. WAIVER OF IRREGULARITIES

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

88. WARRANTIES

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

reasonable time, City of Port Orange may correct at the Bidder/Proposer's expense.

89. PUBLIC RECORDS COMPLIANCE

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

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

The failure of Contractor to comply with a public records request shall constitute a material breach of the contract.

90. NON-EXCLUSIVITY:

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

91. LOCAL PREFERENCE:

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

Volusia County business initial bid must be within (5%) of the lowest and best responsible bid from a non-Volusia County business; A State of Florida business initial bid must be within (3%) of the lowest and best responsible bid from a non-State of Florida business.

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

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

SECTION 6 – SPECIAL CONDITIONS

PRECEDENCE IN TERMS:

In the event of a conflict, the Special Terms and Conditions shall take precedence over all other sections.

PERIOD OF OFFER VALIDITY:

Bids offered in this ITB must remain firm for a period of ninety (90) days from the ITB opening date.

CONTRACT TERM / COMPLETION TIME:

The contract shall be valid upon issuance of Notice to Proceed and/or purchase order and continue for Sixty (60) Days for substantial completion plus Thirty (30) Days more to finish job and prepare closing documents and other related items.

CHANGES, ADDITIONS TO EXISTING AND/OR FUTURE LOCATIONS:

The City may, at any time, request from the Contractor changes to the services provided. Changes may include but are not limited to, an increase/decrease in the number of areas being serviced within a location, additional locations, and/or removal of locations.

- (a) In the event the Contractor performs or provides additional work or services without obtaining written approval via an appropriately executed change order, Amendment, or purchase order, it shall be at its own risk and the City assumes no responsibility for any additional costs not specifically authorized by an appropriately issued and executed change order, Amendment, or purchase order, as applicable.

PRODUCTS/ESTIMATES:

Items included on the Bid Form represent the needs of various departments within the City. This is in no way to be construed as the entire or complete list of products to be purchased from the resulting contract.

There is no anticipated dollar volume for this contract and cannot be guaranteed. Items shall be ordered on an as needed, when needed basis. Exact quantities or estimated quantities cannot be predetermined.

PRICES BID:

The pricing of goods are to include any and all environmental fees, fuel surcharges, delivery surcharges, etc. selling directly to the City and delivering all materials and supplies for the initial period of the pricing agreement.

Bidder is to include delivery and handling charges.

ADDITIONAL GOODS:

Products, Materials and Goods not specifically identified in this bid request may be added to any resultant contract upon mutual consent of the contracting parties. The City reserves the right to add or delete products or materials of similar nature, within the family of products of ITB 16-19 Item(s) and their commodity codes, to those items requested in this bid.

CLEAN UP:

Upon completion of the delivery of materials, the Contractor shall restore any/all public and private property which was damaged during delivery. Restoration is meant to include removal of any spillage or restoring damage to the edge of pavement, sidewalks, driveways, landscaped areas, etc. Contractor shall make repairs consistent with or better than what existed prior to delivery. This shall be understood to include the use of sod or seed and mulch to replace (if necessary) existing grass that has been damaged. If sod is used it shall match the sod present on the effected property. Contractor shall make all repairs and restorations at his expense.

DAMAGE

Any damage to driveways, irrigation systems, sidewalks, pavement, landscaping, buildings or structures will be evaluated by the City's representative and the Contractor. If the Contractor is found to be at fault, all repairs, restitution, or reimbursements to the City must be completed within **one week** of discovery.

NON-EXCLUSIVITY OF CONTRACT:

The selected Bidder understands and agrees that any resulting contractual relationship is non-exclusive and the City of Port Orange reserves the right to seek similar or identical services elsewhere if deemed in the best interest of the City of Port Orange.

AWARDS:

The City of Port Orange City Council will award this bid at one of their regularly scheduled meetings.

The City reserves the right to award the contract to the Bidder(s) that the City deems to offer the lowest responsive and responsible bid(s), as defined elsewhere in this solicitation. The City is therefore not bound to accept a bid based only on lowest price.

In addition, the City has the sole discretion and reserves the right to cancel this Bid, to reject any/all Bids, to waive any/all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the City to do so. Nothing prohibits the City from rejecting/rebidding when responses exceed budget and the City must change the solicitation to lower costs.

The City also reserves the right to make multiple awards based on experience and qualifications or to award only a portion of the items and/or services specified, if deemed to be in the City's best interest or award only a portion of the solicitation.

DEFINITION OF RESPONSIVE AND RESPONSIBLE FOR THIS BID:

Each bid submittal shall be evaluated for conformance as responsive and responsible using the following criteria:

- (a) Proper submittal of ALL documentation as required by this bid. (Responsive)
- (b) The greatest benefits to the City of Port Orange as it pertains to: (Responsible)

- 1. Total Cost

2. Delivery
3. Past Performance. In order to evaluate past performance, all bidders are required to submit a list of references / relevant projects completed within the last 3 years that are the same or similar in magnitude to this ITB. The City of Port Orange shall not be listed as a reference.
4. All technical specifications associated with this bid.
5. Financial Stability: Demonstrated ability, capacity and/or resources to acquire and maintain required staffing.

Bidders are reminded that award may not necessarily be made to the lowest Bid. Rather, award will be made to the most responsive, responsible, Bidder whose Bid represents the best overall value to the City when considering all evaluation factors.

INVOICING:

Please be advised that the City will not prepay for products. Invoices shall be on a monthly basis, unless otherwise agreed upon, for the appropriate services rendered. Invoices must specify each service performed and the cost for that service, based upon the awarded bid pricing. Payment shall be made in accordance with Florida Statute 218, Florida Prompt Payment Act.

Payment for accepted equipment/supplies/services will be accomplished by submission of an original invoice to:

City of Port Orange
Attention: Public Works
1000 City Center Circle
Port Orange, Florida 32129

PRICING:

Bidders shall be required to submit The Total Base Bid Form for each line item listed in order to be considered for award. All Bids submitted shall be a delivered price. The price of each and all products shall remain fixed for the term of the contract and shall not be subject to any price escalation or fuel surcharges at any time during the contract period.

OTHER AGENCIES:

- (a) All Bidders awarded contracts from this Bid may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.
- (b) It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency; nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded bidder(s).

SUBCONTRACTING:

The Bidder will not sub-contract, or enter into any subcontracting agreements pertaining to this contract, without obtaining approval from the City of Port Orange.

BIDDER'S PRODUCT OR SERVICES:

The Bidder's product (if applicable) delivered to the City shall be free of all liens, claims or encumbrances, and the Bidder warrants that it has a clear title to the product being delivered.

If the Bidder is contracted to provide services, such services shall be fully satisfactory to the City as determined by the City.

The Bidder shall provide the City with any data, reports or other information as required and requested by the City to enable it to utilize the product or service furnished by the Bidder.

In furnishing the service or product to the City, the Bidder shall comply with all federal, state, county laws, and city rules, regulations and codes and their successors or amendments. Violation of such laws, rules, regulations and codes may be grounds for delaying or reducing the amount due, or in rescinding the contract, Contract, proposal or quote.

LITERATURE (if applicable):

If no particular brand, model or make is specified, Bidders shall submit with the ITB two (2) copies of descriptive literature and technical data, fully detailing all features, designs, construction, appointments, finishes and the like not covered in the specifications, necessary to fully describe the equipment, material, and/or services the Bidder proposes to furnish.

INSURANCE REQUIREMENTS

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

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

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

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

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

_____ Form 7.2 – Bidder’s Acknowledgement Form

_____ Form 7.3– Statement of Bidder’s Qualifications

_____ Form 7.4 – Drug Free Preference Statement

_____ Form 7.5 – Sworn Statement Pursuant to Section 287.133 (3)(a) F.S. in Public Entity Crimes (BS-2)

_____ Form 7.6 – Affidavit of Anti-Collusion Form

_____ Form 7.7 – Local Business Affidavit of Eligibility

_____ Form 7.8 – Vendor Application Form

_____ W-9 Form

_____ Form 7.9 – Professional References for Previous Experience

_____ Form 7.10 – Listing of Subcontractors

_____ Bid Bond

_____ Bid Form

_____ Submission of one (1) original marked “ORIGINAL”, two (2) copies and one (1) digital (CD or flash drive) version in PDF format.

BY: _____
Proposer

Authorized Signature

Date

This document must be completed and returned with your Submittal



City of Port Orange

Purchasing Division
1000 City Center Circle
Port Orange, Florida 32129
Telephone (386) 506-5718
Fax (386) 506-5711

ITB #16-19

FORM 7.2 – BIDDER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

ITB # 16-19 BREAK ROOM REMODELING AND PEDESTRIAN BRIDGE REPAIR

ITB # 16-19 RELEASE DATE: April 11, 2016

ITB # 16-19 MANDATORY PRE-BID MEETING: April 26, 2016 at 8:30 A.M.

ITB # 16-19 DEADLINE FOR QUESTIONS: May 3, 2016 at 5:00 P.M.

ITB # 16-19 DUE DATE & TIME: May 17, 2016 at 2:30 P.M. City Hall, City Clerk's Office

Bids Received After the Above Date and Time Will Not Be Considered.

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

BIDDER'S COMPANY NAME: _____

BIDDER'S COMPANY MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

PHONE NUMBER: _____ EMAIL: _____

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

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

X _____
AUTHORIZED SIGNATURE (MANUAL)

NAME (TYPED)

TITLE

DATED

FORM 7.3 – STATEMENT OF BIDDER’S QUALIFICATIONS

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

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

(Form 7.3 Statement of Bidder's Qualifications – Page 2)

Dated this _____ day of _____ 20_____.

Name of Bidder

By: _____
Title

State of _____

County of _____

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

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

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

Notary Public

My commission expires:

This document must be completed and returned with your Submittal

FORM 7.4 – DRUG FREE PREFERENCE STATEMENT

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

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

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

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

Name of Firm: _____

By: _____
(Name and Title)

Date: _____

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

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

This document must be completed and returned with your Submittal

FORM 7.5 – SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant _____, who, being by me first duly sworn, made the following statement:

1. The business address of _____ (name of Offeror or business) is _____.
2. My relationship to _____ (name of Offeror or business) is _____ (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. **(Draw a line through paragraph 6 if paragraph 7 below applies.)**
7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement. **(Draw a line through paragraph 7 if paragraph 6 above applies.)**

(Authorized Signature)

(Date)

(Print Name)

STATE OF _____ COUNTY OF _____

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

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

This document must be completed and returned with your Submittal

FORM 7.6. – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT BID FORM:

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

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

IT IS AGREED BY THE UNDERSIGNED BIDDER THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE BIDDERS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE BIDDERS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: _____

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

PRINTED SIGNATURE: _____

TITLE: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE: _____ FAX: _____

COMPLETION TIME: _____

F.E.I.N. NUMBER: _____

NO Bid may be withdrawn for a period of ninety (90) days subsequent to the submittal of the Bids, without the consent of the City of Port Orange.

NO BID (REASON): _____

This document must be completed and returned with your Submittal

FORM 7.7 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

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

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

BUSINESS NAME: _____

CONTACT PERSON/TITLE: _____

MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

Length of Time at Address Provided: _____

Physical Presence of Business: ☐ Headquarters, ☐ Manufacturing Facility, or ☐ Locally Owned FranchiseAnd within Legal Boundaries: ☐ The City of Port Orange ☐ Volusia County ☐ The State of Florida

FEIN (Federal Employer Identification Number): _____

BUSINESS STRUCTURE: ☐ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship☐ Other (Specify): _____

PHONE NUMBER: _____ FAX: _____

EMAIL: _____

****Please attach a valid business tax receipt, or other such documentation******ATTESTATION – I understand that:**

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

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

(Form 7 – Local Business Affidavit of Eligibility – Page 2)

SWORN AND SUBSCRIBED BEFORE ME

SIGNATURE OF NOTARY PUBLIC

NOTARY SEAL

THIS _____ DAY OF _____, 20__

My Commission Expires: _____

SIGNATURE OF AFFIANT

DATE

PRINTED NAME OF AFFIANT / TITLE

COMPANY

This document must be completed and returned with your Submittal



FORM 7.8 - VENDOR APPLICATION

**City of Port Orange
Vendor Application**

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

Date: _____

FIRM NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

If remittance payment address is different than application or W9 please fill out below:

ADDRESS: _____

TEL. # (including area code): _____ FAX.# _____

SIGNATURE PERSON FILING APPLICATION: _____

PRINTED NAME: _____

TITLE: _____

FEDERAL I.D. (F.E.I.N.) # _____

E-MAIL ADDRESS: _____

(Authorized Company Representative)

COMPANY STATUS:

INCOPRORATED: ☐ Y ☐ N State Incorporated: _____ Year: _____

TYPE OF ORGANIZATION: ☐ Indiv. ☐ Partnership ☐ Corp. ☐ Non-Profit ☐ LLC

ATTORNEY TRUST ACCOUNT NAME: _____

INSURANCE: Proof of adequate coverage for professional general liability, errors and omissions and workers' compensation may be required for certain types of procurements.

☐ Check this box to waive insurance requirements only if you are providing goods for F.O.B destination with no installation services.

*** NOTE TO VENDORS***

The City of Port Orange, Florida does not maintain a prospective vendor's list, classified by commodities for the purpose of inviting sealed bids and quotation.

The City utilizes DemandStar www.demandstar.com to release Bids/RFP's and quotes. While the City advertises the Invitation to Bid in the local newspaper (Daytona News Journal) only in rare cases does the City mail out announcement notices to vendors. Vendors interested in becoming a member of DemandStar may visit their web site at: www.demandstar.com or by calling them at 1-800-711-1712.

Vendors will automatically receive notice of request for Bids/RFP's or quotes after they sign up on DemandStar. It is important that vendors sign, complete and return this application. Also include the W-9 and insurance information requirements in order for the City to assign a vendor number on our computer system.

It is also the vendor's responsibility to keep the Purchasing Division informed as to any change of address or insurance that may occur.

If your company is interested in bidding on commodities/services in addition to those specified, on any specific article related to the main category, insert the type of those materials on the blank space provided for each category group. Attorney services are secured by direct telephone quotes or written price inquires.

Drug Free Workplace: A statement as to whether or not your firm has implemented a drug-free workplace program, as described in Section 287.087 of the Florida Statutes should be noted. Failure to respond in affirmative to this request will not disqualify you from consideration. Preference will be given to firms which have implemented a drug-free workplace program in the case where the City has received two or more bids what are equal with respect to price, quality, and service.

Equal Employment Opportunity (EEO). All vendors will be required to make an affirmative statement as to their support of all applicable equal opportunity affirmative actions requirements. A copy of the City's Equal Employment Opportunity statement (EEO) will be available to the vendor upon request.

I certify that the information supplied herein is correct and that neither the applicant nor any person (or concern) in any connection with the applicant as a principal or officer, so far as is known, is now disqualified from the public contracting and purchasing process by any agency of the federal government, the State of Florida or the City of Port Orange.

Signature of Person Completing Form: _____
Printed/Types Name: _____ Title: _____
Commodity/Services _____

This document must be completed and returned with your Submittal

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ^a _____ ☐ Other (see instructions) ^a	☐ Exempt payee
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number									

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ^a	Date ^a

This document must be completed and returned with your Submittal

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

Cat. No. 10231X

Form Page 30 of 32W-9 (Rev. 1-2011)

[Remainder of this page left intentionally blank]

FORM 7.9 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The bidder proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein.

Please provide three (3) current and correct references from clients for similar services.

(Do not include the City of Port Orange)

1. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____

2. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____

3. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____

This document must be completed and returned with your Submittal.

FORM 7.10 – LISTING OF SUBCONTRACTORS

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

Break Room Remodeling Subcontractors

Subcontractor No. 1

Name: _____
Description of Work: **Plumbing** _____
Percent of Contract Price: _____
Previous Experience Together: Yes/No _____

Subcontractor No. 2

Name: _____
Description of Work: **Electrical** _____
Percent of Contract Price: _____
Previous Experience Together: Yes/No _____

Subcontractor No. 3

Name: _____
Description of Work: **Flooring /Base** _____
Percent of Contract Price: _____
Previous Experience Together: Yes/No _____

Subcontractor No. 4

Name: _____
Description of Work: **H.V.A.C** _____
Percent of Contract Price: _____
Previous Experience Together: Yes/No _____

Subcontractor No. 5

Name: _____
Description of Work: **Bahama Shutter** _____
Percent of Contract Price: _____
Previous Experience Together: Yes/No _____

Subcontractor No. 6

Name: _____
Description of Work: **Ceiling Grid /Tile** _____
Percent of Contract Price: _____
Previous Experience Together: Yes/No _____

Subcontractor No. 7

Name: _____
Description of Work: **Painting/Wallcovering** _____
Percent of Contract Price: _____
Previous Experience Together: Yes/No _____

Subcontractor No. 8

Name: _____
Description of Work: **Cabinet** _____
Percent of Contract Price: _____
Previous Experience Together: Yes/No _____

Subcontractor No. 9

Name: _____
Description of Work: **Drywall/Framing** _____
Percent of Contract Price: _____
Previous Experience Together: Yes/No _____

This document must be completed and returned with your Submittal

BID BOND FORM

BID BOND

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

BID #16-19: BREAK ROOM REMODELING AND PEDESTRIAN BRIDGE REPAIR

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

IN PRESENCE OF:

Witness

Name of Bidder (Seal)

Signature of Officer

Corporate Principal

ATTEST:

President AFFIX
CORPORATE SEAL

By _____

AFFIX
CORPORATE SEAL

Corporate Surety

ATTEST:

Title

This document must be completed and returned with your Submittal

TOTAL BASE BID FORM

TOTAL BASE BID

BID #16-19

BREAK ROOM REMODELING AND PEDESTRIAN BRIDGE REPAIR

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

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

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

The undersigned offers to furnish all materials, equipment and labor for the provision of Break Room Remodeling and Pedestrian Bridge Repair for the City of Port Orange, Florida, complete in every respect in strict accordance with the specifications and any future changes therein. The Contractor shall perform these obligations for the prices listed attached and made a part of this Bid.

I. TOTAL BASE BID COST FOR BREAK ROOM REMODELING:

(In Words)

TOTAL BASE BID COST FOR BREAK ROOM REMODELING:

(In Figures)

ALTERNATE #1: PROVIDE NEW (FURNISH AND INSTALL) NEW ADJUSTABLE BAHAMA SHUTTERS OVER THE EXISTING STOREFRONT.

(In Words)

ALTERNATE #1: PROVIDE NEW (FURNISH AND INSTALL) NEW ADJUSTABLE BAHAMA SHUTTERS OVER THE EXISTING STOREFRONT.

(In Figures)

ALTERNATE #2: PROVIDE NEW AIR-CURTAIN OVER THE EXISTING STOREFRONT ENTRY DOOR.

(In Words)

ALTERNATE #2: PROVIDE NEW AIR-CURTAIN OVER THE EXISTING STOREFRONT ENTRY DOOR.

(In Figures)

ALTERNATE #3: PROVIDE APPLIANCES LISTED ON THE DRAWING.

(In Words)

ALTERNATE #3: PROVIDE APPLIANCES LISTED ON THE DRAWING.

(In Figures)

ALTERNATE #4: PROVIDE ELECTRO-MAGNETIC DOOR OPERATOR ON EXISTING DOOR FROM CHAMBER LOBBY.

(In Words)

ALTERNATE #4: PROVIDE ELECTRO-MAGNETIC DOOR OPERATOR ON EXISTING DOOR FROM CHAMBER LOBBY.

(In Figures)

II. TOTAL BASE BID COST FOR PEDESTRIAN BRIDGE REPAIR:

(In Words)

TOTAL BASE BID COST FOR PEDESTRIAN BRIDGE REPAIR:

(In Figures)

ALTERNATE #1: PROVIDE (FURNISH AND INSTALL) APROXIMATLEY 290 LINEAL FEET OF ALUMINUM ANGLE AND 78 SLEEVE ANCHORS INTO THE EXISTING CONCRETE WALLS TO ANCHOR THE EXISTING COVER AS SHOWN ON THE DRAWING.

(In Words)

ALTERNATE #1: PROVIDE (FURNISH AND INSTALL) APROXIMATLEY 290 LINEAL FEET OF ALUMINUM ANGLE AND 78 SLEEVE ANCHORS INTO THE EXISTING CONCRETE WALLS TO ANCHOR THE EXISTING COVER AS SHOWN ON THE DRAWING.

(In Figures)

ALTERNATE #2: REPLACE DAMAGED ACRYLIC PANELS AND REPAIR/REPLACE WIND/RAIN BAFFLES ON THE RIDGE CAP AS SHOWN ON THE DRAWING.

(In Words)

ALTERNATE #2: REPLACE DAMAGED ACRYLIC PANELS AND REPAIR/REPLACE WIND/RAIN BAFFLES ON THE RIDGE CAP AS SHOWN ON THE DRAWING.

(In Figures)

Payment will be made within 45 days after receipt of merchandise and a proper invoice. The City will attempt to pay within fewer days if Bidder/Proposer offers a payment discount. (Ex. 1% Net 30)

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

Company Name: _____

Contact Person / Title: _____

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

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

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

This document must be completed and returned with your Submittal

PAYMENT AND PERFORMANCE BOND

RETURN RECORDED DOCUMENT TO:

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

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

PAYMENT AND PERFORMANCE BOND

(Public Works)

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

BOND NO. _____

PRINCIPAL:

Developer or Contractor: _____

Principal Business Address: _____

Contact Person: _____

Phone Number: _____

SURETY:

Address: _____

Contact Person: _____

Phone Number: _____

OWNER:

City of Port Orange, Florida, a chartered municipal corporation

1000 City Center Circle

Port Orange, Florida 32129-4144

Contact Person: City Manager

Phone Number: (386) 506-5501

Amount: \$ _____

City Case/Project No. _____

Description of Work: _____

Project Location: _____

Port Orange, Volusia County, Florida

Legal Description: _____

Front Page

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

CERTIFICATE FOR FILING IN PUBLIC RECORDS

PAYMENT AND PERFORMANCE BOND

(Public Works)

In Compliance with Section 255.05(1)(a) Florida Statutes

Bond No. _____

The Principal, _____, a _____ corporation, by and through its undersigned representative, does hereby certify that the attached:

Payment and Performance Bond No. _____,

is a true and correct copy of the fully executed financial guarantee delivered to:

CITY OF PORT ORANGE, FLORIDA

pursuant to Section 255.05, Florida Statutes; as Owner/Holder of the subject property in trust for the public, for the public construction project known as:

_____ located in Port Orange, Volusia County, Florida, and identified by the City of Port Orange as Case No. _____.

All claimants are called upon to take notice of the notice requirements and time limitations prescribed by Sections 255.05(2), (8) and (10), Florida Statutes.

Contractor's Name and Address:

By: _____
Printed Name/Title: _____

STATE OF _____
COUNTY OF _____

The foregoing Certificate of Filing was acknowledged before me this ____ day of _____, 20____, by _____ of _____, a _____ corporation, the Principal named in the attached Payment and Performance **Bond No.** _____.

Notary, please check one:

- ☐ Personally known to me
☐ Produced identification

Notary Public, State of _____
Printed Name, Commission & Term Expiration Date:

RETURN RECORDED DOCUMENT TO:

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

**BREAK ROOM MODELING AND
PEDESTRIAN BRIDGE REPAIR**

Name of Project

City Project No. 16-19

Bond No. _____

Space Reserved for Recording Data

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

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

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

THE CONDITION OF THIS BOND is that if Principal:

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

Notice of Nonpayment and Time Limitations

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

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

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

Attest:

(Name of Principal)

(As to Corporate Principal) Secretary

By: _____
Name/Title: _____

(Witness to Principal)

(Corporate Seal)

(Surety)

(Witness to Surety)

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

(Corporate Seal)

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

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



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

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

1. Provision of Services

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

(i) _____

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

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

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

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

2. City Obligations. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "____" attached hereto, subject to a limit up to but not to exceed \$_____. The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

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

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

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

5. Termination for Convenience of the City

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

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

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

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

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

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

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

- (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - (1) the cost of work performed or supplies delivered;
 - (2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;
 - (3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.

- (ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

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

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

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

8. Examination of Records

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

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

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

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

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

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

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

(d) Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are

exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

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

10. Termination for Non-Appropriation of Funds

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

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

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

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

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

Insurance	Standards	Comments
Workers' Compensation <u>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.

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

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

15. Sovereign Immunity. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages

regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

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

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

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

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

19. Inspection

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

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor: _____
Attention: _____

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

28. Contract Construction

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

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

[Remainder of this page intentionally left blank]

Witnesses:

Printed Name: _____

Printed Name: _____

By: _____

Printed Name: _____

Title: _____

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

Date: _____

STATE OF _____

COUNTY OF _____

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

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Allen Green, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

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

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

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

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

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

[CA ____]

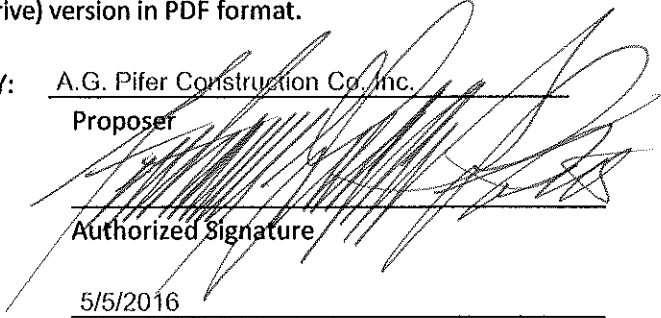
SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

- ☒ Form 7.2 – Bidder's Acknowledgement Form
- ☒ Form 7.3– Statement of Bidder's Qualifications
- ☒ Form 7.4 – Drug Free Preference Statement
- ☒ Form 7.5 – Sworn Statement Pursuant to Section 287.133 (3)(a) F.S. in Public Entity Crimes (BS-2)
- ☒ Form 7.6 – Affidavit of Anti-Collusion Form
- ☒ Form 7.7 – Local Business Affidavit of Eligibility
- ☒ Form 7.8 – Vendor Application Form
- ☒ W-9 Form
- ☒ Form 7.9 – Professional References for Previous Experience
- ☒ Form 7.10 – Listing of Subcontractors
- ☒ Bid Bond
- ☒ Bid Form
- ☒ Submission of one (1) original marked "ORIGINAL", two (2) copies and one (1) digital (CD or flash drive) version in PDF format.

BY: A.G. Pifer Construction Co., Inc.

Proposer


Authorized Signature

5/5/2016

Date

This document must be completed and returned with your Submittal



City of Port Orange

Purchasing Division
1000 City Center Circle
Port Orange, Florida 32129
Telephone (386) 506-5718
Fax (386) 506-5711

ITB #16-19

FORM 7.2 – BIDDER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

ITB # 16-19 BREAK ROOM REMODELING AND PEDESTRIAN BRIDGE REPAIR

ITB # 16-19 RELEASE DATE: April 11, 2016

ITB # 16-19 MANDATORY PRE-BID MEETING: April 26, 2016 at 8:30 A.M.

ITB # 16-19 DEADLINE FOR QUESTIONS: May 3, 2016 at 5:00 P.M.

ITB # 16-19 DUE DATE & TIME: May 17, 2016 at 2:30 P.M. City Hall, City Clerk's Office

Bids Received After the Above Date and Time Will Not Be Considered.

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

BIDDER'S COMPANY NAME: A.G. Pifer Construction Co. Inc.

BIDDER'S COMPANY MAILING ADDRESS: 3629 Old Deland Road

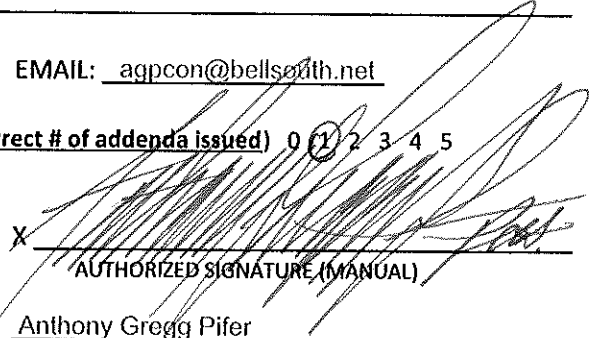
CITY-STATE-ZIP: Daytona Beach, FL 32124

PHONE NUMBER: 386-257-4448

EMAIL: agpcon@bellsouth.net

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

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

X 
AUTHORIZED SIGNATURE (MANUAL)

Anthony Gregg Pifer
NAME (TYPED)

President
TITLE

5/5/2016
DATED

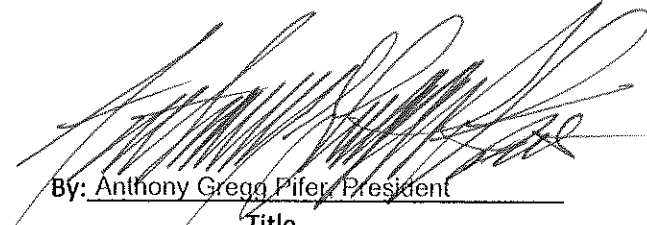
FORM 7.3 – STATEMENT OF BIDDER'S QUALIFICATIONS

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

- A. Name of bidder. A.G. Pifer Construction Co. Inc.
- B. Permanent main office address. 3629 Old Deland Road, Daytona Beach, FL 32124
- C. Date organized. 12/21/1989
- D. If a corporation, where incorporated. State of Florida
- E. How many years have you been engaged in the contracting business under your present firm or trade name? 25 Years
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) See Attached
- G. General character of work performed by your company. Commercial and Residential Property
- H.⁽¹⁾ Have you ever failed to complete any work awarded to you? If so, where and why? No.
- H.⁽²⁾ Provide list of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome. See attached.
- I. Have you ever defaulted on a contract? If so, where and why? No.
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed. See attached
- K. List your major equipment currently owned or leased. Scaffolding
- L. Experience in work similar to this type of project. See attached.
- M. Background and experience of the principal members of your organization, including the officers.
See attached.
- N. Credit currently available: \$ 500,000.00
- O. Give bank reference: Bank of America, Karen Jacobs
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? Upon Execution of Contract
- Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

(Form 7.3 Statement of Bidder's Qualifications – Page 2)

Dated this 5th day of May, 20 16.


By: Anthony Gregg Pifer, President
Title

A.G. Pifer Construction Co. Inc.

Name of Bidder

State of Florida

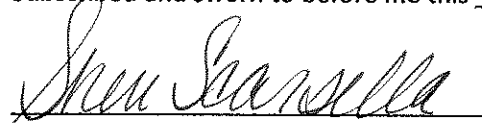
County of Volusia

Anthony Gregg Pifer being duly sworn deposes and says that he is the
President of A.G. Pifer Construction Co. Inc. and that the answers to the
A.G. Pifer Construction Co. Inc.

Name of Organization

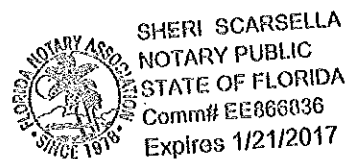
Foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this 17th day of May, 20 16.


Notary Public

My commission expires:

01/21/2017



This document must be completed and returned with your Submittal

A.G. PIFER CONSTRUCTION CO. INC.

State Certified General Contractor CGC040437

3629 Old Deland Road, Daytona Beach, FL 32124

Ph: (386) 257-4448 Fx: (386) 257-5503 E-mail: agpcon@bellsouth.net

www.agpiferconstruction.com

CONTRACTS ON HAND

Job #	Job Name & Address	Owner Address	Start	End	Contract Amount
45-16	The Housing Authority of Daytona Beach Palmetto Park Exterior Renovations 68 Buildings	The Housing Authority of Daytona Beach 211 Ridgewood Avenue Daytona Beach, FL 32114	5/16/2016	Current	\$ 849,879.68
20-16	Port Orange YMCA Phase 3 Renovations 4701 City Center Parkway Port Orange, FL 32129	City of Port Orange 1000 City Center Parkway Port Orange, FL 32129	2/8/2016	Current	\$ 208,938.00
31-16	Port Orange Customer Service Renovations 1000 City Center Circle Port Orange, FL 32129	City of Port Orange 1000 City Center Parkway Port Orange, FL 32130	4/25/2016	Current	\$ 13,459.00
33-16	Holmes Siding 227 Andalusia Avenue DeLeon Springs, FL 32130	William and Barbara Holmes 227 Andalusia Avenue DeLeon Springs, FL 32130	4/21/2016	Current	\$ 29,704.00
34-16	Weymouth Porch Extention 104 Brown Pelican Drive Daytona Beach, FL 32119	Doug and Lynnette Weymouth 104 Brown Pelican Drive Daytona Beach, FL 32119	Pending Permit	Current	\$ 14,200.00
38-16	Bethune Cookman CCE West Wall 740 West Int'l Speedway Blvd. Daytona Beach, FL 32114	Bethune Cookman University 640 Dr. Mary McLeod Bethune Blvd Daytona Beach, FL 32114	4/21/2016	Current	\$ 48,450.27



A. G. PIFER CONSTRUCTION CO., INC.

General Contractor License #CGC040437

3629 Old Deland Road

Daytona Beach, FL 32124

(386) 257-4448 • Fax (386) 257-5503

www.agpiferconstruction.com • Email agpcon@bellsouth.net

LITIGATION

A.G. Pifer Construction Co. Inc. was involved in one lawsuit in the past three years.

Case No. 2014-10145-CIDL

A.G. Pifer Construction Co. Inc. vs. International Design and Construction, LLC

A.G. Pifer Construction was awarded a final judgement amount, to be recovered from IDC for their inability to complete the work they were contracted to perform.

A.G. Pifer Construction completed the scope of work IDC did not complete and provided a finished project to our client.



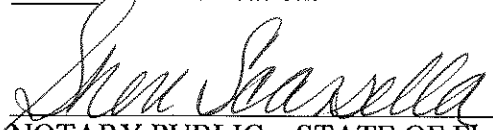
Anthony Gregg Pifer, President

5/16/16

Date

State of FLORIDA
County of VOLUSIA

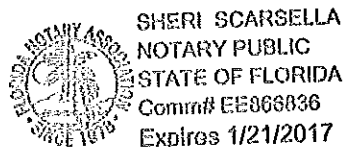
Sworn to and subscribed before me this 17th day of May, 2016 by Anthony Gregg Pifer who is President of A.G. Pifer Construction Co. Inc., who is personally known to me or who has/have produced personally known as identification.



NOTARY PUBLIC – STATE OF Florida
Type or Print Name:

Sheri Scarsella

Commission No.: EE866836
Commission Expires: 01/21/2017



(Seal)

A.G. PIFER CONSTRUCTION CO. INC.

State Certified General Contractor CGC040437

3629 Old Deland Road, Daytona Beach, FL 32124

Ph: (386) 257-4448 Fx: (386) 257-5503 E-mail: agpcon@bellsouth.net

www.agpiferconstruction.com

COMPLETED PROJECTS

Job Name & Address	Owner Address & Phone	Start	End	Contract Amount
DeLand Transportation Facility Construction of Additional Storage & Renovation of Existing	Volusia County School Board Tom Farrar 200 North Clara Avenue DeLand, FL (386) 947-8787	6/29/2006	4/17/2007	\$ 690,000.00
Pathways Elementary New 14,000 SF Classroom Addition & Site Drainage Improvements	Volusia County School Board Tom Farrar 200 North Clara Avenue DeLand, FL (386) 947-8787	10/17/2006	12/27/2007	\$ 2,700,000.00
Chisholm Elementary New 14,000 SF Classroom Addition	Volusia County School Board Tom Farrar 200 North Clara Avenue DeLand, FL (386) 947-8787	6/9/2006	12/21/2007	\$ 2,400,000.00
Williams Properties Construction of 42,000 SF Industrial Park	Williams Properties Terry Williams 1111 Saxon Boulevard Orange City, FL (386) 775-4544	1/1/2007	12/31/2007	\$ 2,210,000.00
Port Orange Gym 24,000 SF Renovation of Gym and Rec Center	City of Port Orange Bobby Palmer 1000 City Center Circle Port Orange, FL 32129 (386) 506-5851	2/22/2007	11/26/2007	\$ 700,000.00
Sailpoint Bay Apartments Multibuilding Renovation / Interior and Exterior	River Associates, Inc. Pat Jenkins 1025 South Beach Street Daytona Beach, FL 32114 (386) 238-7400	4/2/2007	7/14/2008	\$ 3,800,000.00
DeLand Family YMCA 19,000 SF Addition	DeLand Family YMCA Todd Fryer 761 E Int'l Speedway Boulevard DeLand, FL (386) 985-4544	12/6/2007	6/4/2009	\$ 3,400,000.00
Lakeview Terrace Mobile Home Park 37 Slip Boat Marina with Park Replacement of Sewer Lines Renovation of Office	Lake View Terrace Marja Bural 1250 Lakeview Drive DeLand, FL (727) 938-4513	3/20/2009	4/12/2010	\$ 635,000.00

Job Name & Address	Owner Address & Phone	Start	End	Contract Amount
Windsor / Maley Apartments Fire Suppression Systems for both buildings	Daytona Beach Housing Authority Doug Zimmer 211 North Ridgewood Avenue Daytona Beach, FL 32114 (386) 253-5653	7/30/2009	4/13/2010	\$ 1,106,000.00
Windsor / Maley Apartments Rehabilitation of 305 low income units	Daytona Beach Housing Authority Doug Zimmer 211 North Ridgewood Avenue Daytona Beach, FL 32114 (386) 253-5653	1/1/2009	12/31/2009	\$ 1,700,000.00
Renovation of 159 Duplex Apartments in various locations throughout the Daytona Beach Area	Daytona Beach Housing Authority Doug Zimmer 211 North Ridgewood Avenue Daytona Beach, FL 32114 (386) 253-5653	1/1/2009	12/31/2009	\$ 1,400,000.00
Veterans Memorial Park	City of Port Orange Suzan Lavello 1000 City Center Circle Port Orange, FL 32129 (386) 506-5851	11/4/2010	6/10/2011	\$ 121,000.00
Fire Station #46 New addition to occupied living quarters	County of Volusia Gary Morton 123 West Indiana Avenue DeLand, FL 32720 (386) 736-5967 x 3289	11/19/2010	6/22/2011	\$ 222,000.00
Fire Station #11 Renovation of Occupied Living Quarters	County of Volusia Gary Morton 123 West Indiana Avenue DeLand, FL 32720 (386) 736-5967 x 3289	11/19/2010	5/18/2011	\$ 215,000.00
Refurbish Flagler Beach Pier Restrooms	County of Volusia Gary Morton 123 West Indiana Avenue DeLand, FL 32720 (386) 736-5967 x 3289	9/15/2011	11/7/2011	\$ 79,471.40
Miller Office Building Renovation of Historical Building	Miller Diversified Holdings Robert Miller 120 N Alabama Avenue DeLand, FL 386-736-3403	9/20/2011	3/8/2012	\$ 350,000.00
Flagler Avenue Seawall, Boardwalk, Parking Area, Sidewalks & Restroom Improvements	City of New Smyrna Beach Fernand Tiblier Jr 210 Sams Avenue New Smyrna Beach FL 32168 386-424-2185	11/1/2011	7/10/2012	\$ 899,495.00

Job Name & Address	Owner Address & Phone	Start	End	Contract Amount
Energy Efficiency Upgrades	City of DeLand Robin Zelenak 120 S Florida Avenue DeLand, FL 32720 (386) 626-7196	4/1/2012	7/8/2012	\$ 364,281.00
Esther Street Beachfront Park and Stormwater Improvements	City of New Smyrna Beach Fernand Tiblier Jr 210 Sams Avenue New Smyrna Beach FL 32168 386-424-2185	7/16/2012	3/27/2013	\$ 1,051,831.26
Port Orange City Center Ballfields City Center Circle Port Orange, FL 32129	City of Port Orange Suzan Lavello 1000 City Center Circle Port Orange, FL 32129 (386) 506-5851	11/6/2012	3/8/2013	\$ 374,615.00
Pine Hills MRI Trailer 5287 Alhambra Dr Orlando FL 32808	Central FL Medical & Chiro Ctr Dr Sean Leotta 5287 Alhambra Drive Orlando FL 32808 407-739-0063	2/10/2013	8/12/2013	\$ 65,150.00
City of Deltona SHIP Program Renovation of various homes in Deltona	City of Deltona Angelia Briggs 2345 Providence Boulevard Deltona FL 32725 386-878-8102	4/29/2013	Current	\$ 300,000.00
Mary Ave Tot Lot - Restrooms /Pavilion 505 Mary Avenue New Smyrna Beach, FL 32168	City of New Smyrna Beach Fernand Tiblier Jr 210 Sams Avenue New Smyrna Beach FL 32168 386-424-2185	5/14/2013	7/11/2013	\$ 65,805.00
VCSB - Spruce Creek HS Portable Repairs Taylor Rd Port Orange FL	Volusia County School Board Tom Farrar 3750 Olson Dr Daytona Beach FL 32124 386-947-8787	7/8/2013	8/9/2013	\$ 33,593.00
Lake Forest Apts - Balconies & Staircase 600 Jimmy Ann Drive Daytona Beach FL 32114	Lake Forest Acquisition Corp Donna Penny 1004 Farnam Street Suite 400 Omaha NE 386-253-5710	4/15/2013	5/30/2013	\$ 35,541.00
FAA - Refurbishment of DAB SSC Bldg 1580 Aviation Center Pkwy Daytona Beach FL 32114	Federal Aviation Administration Jacksonville District Office Program Operations Center 9685 Jeff Fuqua Blvd Orlando FL 32827	7/29/2013	9/30/2013	\$ 35,364.00

Job Name & Address	Owner Address & Phone	Start	End	Contract Amount
Daytona Aircraft - Office Remodel 561 Pearl Harbor Drive Daytona Beach, FL 32114	Daytona Aircraft Services, Inc. 561 Pearl Harbor Drive Daytona Beach, FL 32114 (386) 255-2049	9/3/2013	9/12/2013	\$ 9,182.00
Votran ADA Mat Installation 301 Earl Street Daytona Beach, FL 32117	County of Volusia Purchasing & Contracts 123 West Indiana Ave, Room 302 DeLand, FL 32720	8/15/2013	9/26/2013	\$ 34,496.00
Votran ADA Mat Install - MM Bethune Mm Bethune Boulevard Daytona Beach, FL 32117	County of Volusia Purchasing & Contracts 123 West Indiana Ave, Room 302 DeLand, FL 32720	9/11/2013	9/26/2013	\$ 36,935.00
Ruegger - Steel Building 2629 Magnolia Road Deland, FL	Mr. Ruegger 2629 Magnolia Road Deland, FL	11/8/2013	2/4/2014	\$ 89,000.00
Stadium Bleacher Renovations 1800 Turnbull Bay Road New Smyrna Beach, FL 32168 New Smyrna Beach Sports Complex	City of New Smyrna Beach Fernand Tiblier Jr 210 Sams Avenue New Smyrna Beach FL 32168 386-424-2185	5/4/2013	12/4/2013	\$ 371,737.00
Dove Villas - Kitchen Remodel 1150 Jimmy Ann Dr Daytona Beach FL 32117	UCP/WORC 1100 Jimmy Ann Dr Daytona Beach FL 32117 386-274-6474	9/13/2013	2/4/2014	\$ 103,618.00
NSP 852 Adler 852 Adler Drive Deltona, FL 32725	City of Deltona Chris Bowley 2345 Providence Boulevard Deltona FL 32725 386-878-8102	8/26/2013	10/10/2013	\$ 55,702.60
Branch Residence Pergola 2676 Spruce Creek Boulevard Port Orange, FL 32127	Robert Branch 2676 Spruce Creek Boulevard Port Orange, FL 32127	10/21/2013	11/4/2013	\$ 18,625.00
NSP - 1153 Wilmington Drive 1153 Wilmington Drive Deltona, FL 32725	City of Deltona Chris Bowley 2345 Providence Boulevard Deltona FL 32725 386-878-8102	11/20/2014	12/9/2014	\$ 37,693.41
NSP - 1091 Shepherd Avenue 1091 Shepherd Avenue Deltona, FL 32725	City of Deltona Chris Bowley 2345 Providence Boulevard Deltona FL 32725 386-878-8102	11/20/2013	1/22/2014	\$ 68,461.97

Job Name & Address	Owner Address & Phone	Start	End	Contract Amount
Toronita Off Beach Parking & Restroom Construction 4200 South Atlantic Avenue Port Orange, FL 32117	County of Volusia Purchasing & Contracts 123 West Indiana Ave, Room 302 DeLand, FL 32720	12/5/2013	6/4/14	\$ 373,427.30
516 Main Street - Interior Interior Renovations Daytona Beach, FL 32117	Mr. John Matts Wells Fargo	1/8/2014	7/2/14	\$ 176,124.25
Windsor / Maley Elevator Modernization 524 S. Beach Street Daytona Beach, FL 32114	Daytona Beach Housing Authority Doug Zimmer 211 N. Ridgewood Avenue Daytona Beach, FL 32114	4/23/2014	10/6/14	\$ 720,000.00
Debary Hall Roof & Porch Stabiliz. 210 Sunrise Boulevard Debary, FL 32713	County of Volusia Purchasing & Contracts 123 West Indiana Ave, Room 302 DeLand, FL 32720	5/12/2014	10/6/14	\$ 301,981.95
Spruce Creek Rec. Fac. Ballfield Mod 5959 S. Spruce Creek Road Port Orange, FL 32124	City of Port Orange 1000 City Center Circle Port Orange FL 32129	11/11/2013	5/14/14	\$ 344,410.80
Toronita Off Beach Parking & Restroom Construction 4200 South Atlantic Avenue Port Orange, FL 32117	County of Volusia Purchasing & Contracts 123 West Indiana Ave, Room 302 DeLand, FL 32720	12/5/2013	6/4/14	\$ 373,427.30
516 Main Street - Interior Interior Renovations Daytona Beach, FL 32117	Mr. John Matts Wells Fargo	1/8/2014	7/2/14	\$ 176,124.25
Holly Forest Bathroom Remodel 1000 Walker Street Holly Hill, FL 32117	Sun Communities, Inc. 1000 Walker Street Holly Hill, FL 32117	8/28/2014	10/21/14	\$ 18,658.61
Camp Winona Kitchen Remodel & New Cabin 898 Camp Winona Road DeLeon Springs, FL 32130	Florida Diabetes Camp DeLand YMCA 898 Camp Winona Road DeLeon Springs, FL 32130	5/12/2014	12/11/14	\$ 250,000.00
Wendy Jansema Home Restoration 900 N Clark Avenue DeLand, FL 32724	Wendy Jansema 2127 Olympic Parkway, Ste 101 Chuka Vista, CA 91915	9/19/2014	12/15/14	\$ 60,549.05
Flagler SHIP Program Home Reno Brookside Drive Hymon Circle Lincoln Street	Flagler County BOCC 1769 East Moody Boulevard Bunnell, FL 32110	10/1/2014	1/16/15	\$ 16,240.80 \$ 24,513.10 \$ 24,907.74
Rotary Park Restrooms 902 West Park Avenue Edgewater, FL 32132	City of Edgewater 1108 South Ridgewood Avenue Edgewater, FL 32132	10/13/2014	12/15/14	\$ 81,994.22

Job Name & Address	Owner Address & Phone	Start	End	Contract Amount
Volusia County Courthouse Judges Chamber Renovations 101 North Alabama Avenue DeLand, FL 32724	County of Volusia 123 West Indiana Avenue 4th Floor, Room 402 DeLand, FL 32720	10/16/2014	1/23/15	\$ 54,000.00
Two Men and a Truck Site Renovations 370 South Nova Road Daytona Beach, FL 32114	Two Men and a Truck 370 South Nova Road Daytona Beach, FL 32114	1/8/2015	3/4/15	\$ 40,000.00
Two Men and a Truck Interior Renovations 370 South Nova Road Daytona Beach, FL 32115	Two Men and a Truck 370 South Nova Road Daytona Beach, FL 32115	1/8/2015	3/4/15	\$ 42,960.00
Marium Burns ADA Upgrades 150 Pierside Drive Ormond Beach, FL 32176	Marium Burns via VA 150 Pierside Drive Ormond Beach, FL 32176	10/1/2014	5/13/15	\$ 67,826.41
Reams Private Residence Addition 3641 Scotch Pine Lane Ormond Beach, FL 32174	David and Lisa Reams 3641 Scotch Pine Lane Ormond Beach, FL 32174	12/8/2014	4/20/15	\$ 44,593.47
Shokudo Restaurant Renovation 413 S. Woodland Boulevard DeLand, FL 32720	Shokudo Restaurant Kieu Nguyen 413 S. Woodland Boulevard DeLand, FL 32720	1/9/2015	4/15/15	\$ 114,648.26
Lloyd / Bridges Home Renovation & Addition 291 Hartford Avenue Daytona Beach, FL 32118	David Lloyd & Susan Bridges 291 Hartford Avenue Daytona Beach, FL 32118	4/10/2015	6/29/15	\$ 85,864.80
Chitren Detached Garage Addition 815 West Pheasant Run Court Port Orange, FL 32127	Albert & Nina Chitren 815 West Pheasant Run Court Port Orange, FL 32127	4/20/2015	6/3/15	\$ 44,005.00
Port Orange Soccer Fields Richel Drive and City Center Drive Port Orange, FL 32129	City of Port Orange 1000 City Center Circle Port Orange FL 32129	5/5/2015	8/13/2015	\$ 370,763.00
Wingstop Interior Buildout - Daytona 1344 W Internationla Speedway Blvd Daytona Beach, FL 32114	Almaraz-Lozano Investment LLC 1300 North 10th Street Suite 440 McAllen, TX 78501	7/7/2015	10/19/2015	\$ 246,723.00
Deltona High School Culinary Lab 100 Wolf Pack Lane Deltona, FL 32725	Volusia County School Board 3750 Olson Dr Daytona Beach FL 32124 386-947-8787	6/1/2015	8/18/2015	\$ 95,651.00
Sweet Lic's Yogurt Shop 224 N. Woodland Boulevard DeLand, FL 32720	Barb Sternett 224 N. Woodland Boulevard DeLand, FL 32720	9/28/2015	12/17/2015	\$ 215,802.03
1040 Mason Interior Alterations 1040 Mason Avenue Daytona Beach, FL 32114	Advantacare of Florida, LLC 697 Maitland Avenue, Suite 1001 Altamonte Springs, FL 32701	11/9/2015	11/30/2015	\$ 48,299.00

Job Name & Address	Owner Address & Phone	Start	End	Contract Amount
VR Pediatrics Parking Lot 600 N. New York Avenue DeLand, FL 32720	Virginio Rodriguez III MD 345 Clyde Morris Boulevard Suite 360 Ormond Beach, FL 32174	9/22/2015	10/30/2015	\$ 49,405.00
Leotta - 830 Commed MRI & Int. Reno 830 Commed Boulevard Orange, City, FL	Sean Leotta 5287 Alhambra Drive Orlando, FL 32780	10/12/2015	11/25/2015	\$ 120,417.00
Ponce Inlet (5) Bus Stops Ponce Inlet, FL	Town of Ponce Inlet 4785 S. Peninsula Drive Ponce Inlet, FL 32127	2/14/2016	3/7/2016	\$ 40,500.00
Paul Office Interior 505 Deltona Boulevard Deltona, FL 32725	Harlan and MaryAnn Paul 142 East New York Avenue DeLand, FL 72724	2/1/2016	2/17/2016	\$ 18,468.00
Countryside Clubhouse Clocktower Siding 951 Village Trail Port Orange, FL 32127	Countryside HOA 951 Village Trail Port Orange, FL 32127 Ph: 386-760-2604	3/7/2016	4/8/2016	\$ 47,248.23
Riverwalk Park Phase 1A 3441 Ridgewood Avenue Port Orange, FL 32129	City of Port Orange 1000 City Center Circle Port Orange FL 32129	6/15/2015	4/11/2016	\$ 1,027,319.20
Barberville Pioneer Settlement for the Creative Arts 1776 Lightfoot Lane Barberville, FL 32105	Barberville Pioneer Settlement for the Creative Arts P.O. Box 6 Barberville, FL 32105	11/19/2015	Current	\$ 262,881.00

A.G. PIFER CONSTRUCTION CO. INC.

Mr. Anthony Gregg Pifer

President

A.G. Pifer Construction Co., Inc. was established as a Corporation in December of 1989, with a workforce consisting of one laborer and A. Gregg Pifer as President / Owner and has grown to a competitively sized construction company with sixteen employees and annual gross sales averaging \$7 to \$8 million dollars.

In May of 1988, Mr. Pifer started the company with a Superintendents weekly pay check of \$360.00 and a lot of prayer.

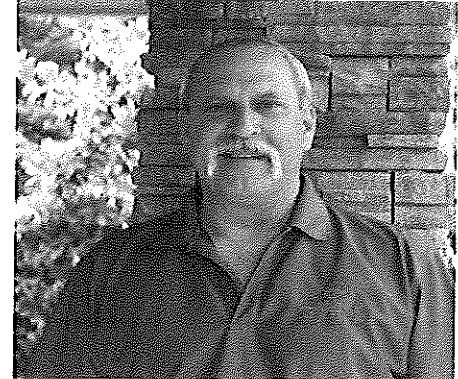
Mr. Pifer's construction career started in 1972, when a friend's father hired him to move drywall to the second floor of his office building in Pittsburgh, PA. He noticed the framing carpenters building walls and decided it would be a great thing to learn more about. He obtained guidance of one of the finest carpenters he had ever met, even to this day. During the last two years of high school, he entered a trade school called Parkway West Technical School, where he received his technical training regarding construction mechanics. While in technical college, he was put in charge of constructing a four story classroom building to be used for future students in the facility. This building is still used on campus today.

In 1981 Equity Realty Inc. hired Mr. Pifer over the phone. Their primary business was condominium conversions. After two weeks of employment, he was promoted to head carpenter, overseeing a 270-unit complex in Altamonte Springs. In the following five months, he was again promoted to head Supervisor in charge of multiple million dollar projects, at twenty-one years of age. At eleven months, he was transferred to Daytona Beach to oversee a project, which the budget was about to be exhausted and completion was not in site. Mr. Pifer successfully completed the project within the anticipated budget.

He then accepted a position with the local carpenters Union and worked at Epcot Center for seven months. During these months, he excelled in his knowledge of custom construction methods and other trades related to construction. After a few years of constructing high-rise buildings, low-rise buildings and other types of buildings, Mr. Pifer accepted a position with Hall Construction.

Mr. Jim Hall sent Mr. Pifer to construction licensing courses to prepare him for the state certified contractors' exam. In May of 1987, Mr. Pifer passed the Contractors exam and notified Hall Construction Co. Inc. that he would be leaving, with a two year notice, to venture out on his own.

Anthony Gregg Pifer started A.G. Pifer Construction Co. Inc. in December of 1989. In the years to come, the firm experienced well controlled growth. This growth included small and large scale projects. No project was unmanaged by Mr. Pifer. The reputation of the company grew and to this day, its clients still continue to call back for additional projects.



CONTACT INFORMATION

3629 Old Deland Road
Daytona Beach, Florida 32124
Ph: (386) 257-4448
Fx: (386) 257-5503
E-mail: agpcon@bellsouth.net

Experience

43 Years Experience in Construction

Tenure with AGP

25 Years with A.G.P.

Qualifications

State of Florida Certified General
Contractor CGC040437
Jessica Lungford Certified
LEED Certified

Primary Role

President
Chief Project Manager
Chief Project Coordinator
Chief Executive Operator
Chief Financial Executive

A.G. PIFER CONSTRUCTION CO. INC.

Mr. William DeMattia

Project Manager / Estimator

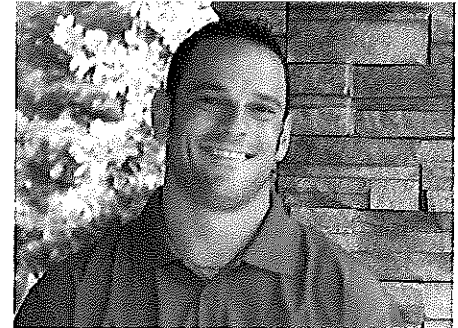
Mr. William DeMattia was hired by Mr. Pifer in October of 2005, at the young age of 21 years old. Eager to learn the construction field, Mr. DeMattia quickly found a place with the A.G. Pifer Construction crew and began developing his vast knowledge of construction.

Throughout his employment with A.G. Pifer Construction Co. Inc, Mr. DeMattia was given the opportunity to manage jobs and repeatedly proved to Mr. Pifer that he had what it took to become a successful Superintendent.

In 2013, Mr. Pifer decided to test Mr. DeMattia and gave him his first Supervision project, Mary Avenue TOT Lot and Restrooms located at 505 Mary Avenue, New Smyrna Beach, FL 32168. He effectively completed the job on time and without complications, proving to Mr. Pifer that he was a viable asset to the A.G. Pifer construction family.

In 2014, Mr. DeMattia was asked to join the Office team of A.G. Pifer Construction Co. Inc. as Assistant Project Manager to Mr. Pifer. He has used his vast knowledge in the field to help Mr. Pifer time manage project and deal with any problems that have arrived in an effective and knowledgeable manor.

In 2015, Mr. DeMattia was promoted from Assistant Project Manager to Project Manager / Estimator after providing outstanding management skills and the ability to provide quality estimating services to our clients.



CONTACT INFORMATION

3629 Old Deland Road
Daytona Beach, Florida 32124
Ph: (386) 257-4448
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E-mail: agpcon@bellsouth.net

Experience

10 Years Experience in Construction

Tenure with AGP

10 Years with A.G.P.

Qualifications

Notary Public, FF130633

Primary Role

Project Manager
Estimator
Superintendent
Site Coordinator
Client Contact

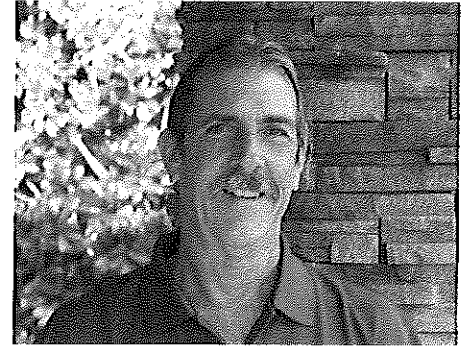
A.G. PIFER CONSTRUCTION CO. INC.

Mr. John Griswold

Senior Superintendent

Mr. John Griswold was hired by A.G. Pifer Construction Co. Inc. in April of 2004 as a Project Superintendent with 40 Years construction experience. During his employment with A.G. Pifer Construction, Mr. Griswold has constructed over 30 MRI suites, as well as many other successful construction projects, including Toronita Off-Beach Parking & Restrooms in Port Orange, FL for Volusia County and Stadium Bleacher Renovations in New Smyrna Beach, FL for the City of New Smyrna Beach.

Mr. Griswold is known for his effective project supervision and delivering a project ahead of schedule or on time. His problem solving skills allow the job site to maintain an effective work flow and progress. Employees that work under Mr. Griswold will adhere to all OSHA and Drug Free Workplace requirements, as well as job safety to ensure the most reduced Workman's Compensation injuries.



CONTACT INFORMATION

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E-mail: agpcon@bellsouth.net

Experience

52 Years Experience in Construction

Tenure with AGP

11 Years with A.G.P.

Qualifications

Lead Certified
Jessica Lungford Certified

Primary Role

Senior Superintendent

A.G. PIFER CONSTRUCTION CO. INC.

Mrs. Sheri Scarsella

Office Manager / Project Coord.

Mrs. Sheri Scarsella was born into a construction home in upstate New York, her father is the Owner of a successful, 40 years old, Remodeling business and her brother is a licensed Architect in the State of New York, as well as Florida.

In 2003, Mrs. Scarsella (formally Ms. LaPlante) was hired by a local Architecture firm as receptionist / Office Manager in training. Her career, as well as that firm, blossomed into a success and Mrs. Scarsella gained a vast knowledge of the construction field as well as business management, including the permitting process, construction management and management of the various aspects of construction. She also proved to be effective in office management with her extensive problem solving skills. In her six years with that firm, Mrs. Scarsella developed very close relationships with various subcontractors and contractors in the Volusia County area, as well as relationships with clients which she has carried with her. She mastered many programs, including Quickbooks accounting, Excel, Word, Outlook and other office management software.

Mrs. Scarsella then decided to branch her career out and was hired by Mr. Pifer to become Office Manager of A.G. Pifer Construction Co. Inc. In working with A.G. Pifer Construction, Mrs. Scarsella gained a different aspect into the construction field. She successfully managed the office and business under Mr. Pifer.

In 2011, Mrs. Scarsella accepted employment with Volusia County Schools as a High School Teacher, which she remained for three years. During her employment with Volusia County Schools, Mrs. Scarsella returned to A.G. Pifer Construction to help maintain the management of the office and replace the various Office Manager's that moved on.

In January of 2013, Mrs. Scarsella returned to A.G. Pifer Construction as a full time Project Coordinator and Office Manager. Her effective communication skills, as well as time management and organization skills have made project management easily understood and effective in A.G. Pifer Construction Co. Inc.



CONTACT INFORMATION

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E-mail: agpcon@bellsouth.net

Experience

15 Years Experience in Construction

Tenure with AGP

6 Years with A.G.P.

Qualifications

Notary Public, EE866836

Primary Role

Project Coordinator
Office Manager

FORM 7.4 – DRUG FREE PREFERENCE STATEMENT

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

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

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

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

Name of Firm: A.G. Pifer Construction Co. Inc.

By: Anthony Gregg Pifer, President
(Name and Title)

Date: 5/17/2016

The foregoing instrument was acknowledged before me this 17th day of May, 2016, by Anthony Gregg Pifer, as President of A.G. Pifer Const and who: ☒ is personally known to me; or ☐ has produced personally known as identification.



SHERI SCARSELLA
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE866836
Expires 1/21/2017

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

This document must be completed and returned with your Submittal

FORM 7.5 – SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES
(To be signed in the presence of notary public or other officer authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant Anthony Gregg Pifer, Pres, who, being by me first duly sworn, made the following statement:

1. The business address of A.G. Pifer Construction Co. Inc. (name of Offeror or business) is
3629 Old Deland Road, Daytona Beach, FL 32124.
2. My relationship to A.G. Pifer Construction (name of Offeror or business) is President (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. ~~There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____.~~ A copy of the order of the Division of Administrative Hearings is attached to this statement. (Draw a line through paragraph 7 if paragraph 6 above applies.)

(Authorized Signature)

(Date)

Anthony Gregg Pifer, President
(Print Name)

STATE OF Florida COUNTY OF Volusia

The foregoing instrument was acknowledged before me this 17th day of May, 2016 by A. Gregg Pifer, as President of A.G. Pifer Con and who: ☒ is personally known to me; or ☐ has produced personally known _____ as identification.

Sheri Scarsella
Notary Public, State of Florida

Printed Name, Commission Seal and Term Expiration Date

This document must be completed and returned with your Submittal

 SHERI SCARSELLA
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE866836
Expires 1/21/2017

FORM 7.6. – ANTI-COLLUSION FORM

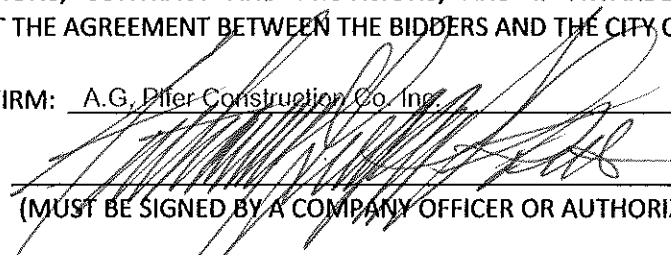
ANTI-COLLUSION STATEMENT BID FORM:

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

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

IT IS AGREED BY THE UNDERSIGNED BIDDER THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE BIDDERS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE BIDDERS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: A.G. Pifer Construction Co. Inc.

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

PRINTED SIGNATURE: Anthony Gregg Pifer

TITLE: President

ADDRESS: 3629 Old Deland Road

CITY: Daytona Beach STATE: FL ZIP CODE: 32124

TELEPHONE: 386-257-4448 FAX: 386-257-5503

COMPLETION TIME: _____

F.E.I.N. NUMBER: 59-2986219

NO Bid may be withdrawn for a period of ninety (90) days subsequent to the submittal of the Bids, without the consent of the City of Port Orange.

NO BID (REASON): N/A

This document must be completed and returned with your Submittal

FORM 7.7 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

This declaration is executed under penalty of perjury of the laws to the United States and State of Florida

THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:

RFSQ/RFP/ITN/BID/CONTRACT/PROJECT # (as applicable): #16-19

BUSINESS NAME: A.G. Pifer Construction Co. Inc.

CONTACT PERSON/TITLE: Anthony Gregg Pifer, President

MAILING ADDRESS: 3629 Old Deland Road

CITY-STATE-ZIP: Daytona Beach, FL 32124

Length of Time at Address Provided: 25 Years

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

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

FEIN (Federal Employer Identification Number): 59-2986219

BUSINESS STRUCTURE: ☒ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship
☐ Other (Specify): _____

PHONE NUMBER: 386-257-4448

FAX: 386-257-5503

EMAIL: aqpcon@bellsouth.net

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

ATTESTATION – I understand that:

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

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

(Form 7 – Local Business Affidavit of Eligibility – Page 2)

SWORN AND SUBSCRIBED BEFORE ME

Sheri Scarsella
SIGNATURE OF NOTARY PUBLIC

NOTARY SEAL

THIS 17th DAY OF May, 2016

My Commission Expires: 01/21/2017

 SHERI SCARSELLA
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE866836
Expires 1/21/2017

Anthony Gregg Pifer 5/17/2016
SIGNATURE OF AFFIANT DATE

Anthony Gregg Pifer, President
PRINTED NAME OF AFFIANT / TITLE

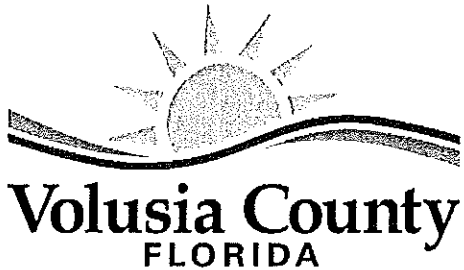
A.G. Pifer Construction Co. Inc.
COMPANY

This document must be completed and returned with your Submittal

2015/2016

Volusia County Business Tax Receipt

Issued pursuant to F.S. 205 and Volusia County Code of Ordinances Chapter 114-1 by:
Volusia County Revenue Division - 123 W Indiana Ave, Room 103, DeLand, FL 32720 - 386-736-5938



Receipt # 198711160004 Expires: September 30, 2016
Business Location: 3629 OLD DELAND RD

Business Name: A G PIFER CONSTRUCTION CO
Owner Name: ANTHONY GREGG PIFER
Mailing Address: 3629 OLD DELAND ROAD
DAYTONA BEACH, FL 32124

BUSINESS TYPE	CODE	COUNT	TAX
General Contractor Class A	301C	10	\$18.00

- This receipt indicates payment of a tax, which is levied for the privilege of doing the type(s) of business listed above within Volusia County. This receipt is non-regulatory in nature and is not meant to be a certification of the holder's ability to perform the service for which he is registered. This receipt also does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.
- The business must meet all County and/or Municipality planning and zoning requirements or this Business Tax Receipt may be revoked and all taxes paid would be forfeited.
- The information contained on this Business Tax Receipt must be kept up to date. Contact the Volusia County Revenue Division for instructions on making changes to your account.

**THIS PORTION OF THE BUSINESS TAX RECEIPT MUST BE
POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**

Volusia County Business Tax Receipt

Revenue Division - 123 W Indiana Ave, Room 103, DeLand, FL 32720 - 386-736-5938

DATE PAID: 07/24/2015

PAYMENT Lockbox-14-00089379
RECEIPT #:

Business Name: A G PIFER CONSTRUCTION CO
Owner Name: ANTHONY GREGG PIFER
Mailing Address: 3629 OLD DELAND ROAD
DAYTONA BEACH, FL 32124

TOTAL TAX: 18.00

PENALTY: 0.00

TOTAL PAID: 18.00

Receipt # 198711160004 Expires: September 30, 2016
Business Location: 3629 OLD DELAND RD

PLEASE DETACH THIS PORTION OF THE BUSINESS TAX RECEIPT FOR YOUR RECORDS



FORM 7.8 - VENDOR APPLICATION

**City of Port Orange
Vendor Application**

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

Date: 5/17/16

FIRM NAME: A.G. Pifer Construction Co. Inc.

ADDRESS: 3629 Old Deland Road

CITY: Daytona Beach STATE: FL ZIP CODE: 32124

If remittance payment address is different than application or W9 please fill out below:

ADDRESS:
3629 Old Deland Road, Daytona Beach, FL 32124

TEL. # (including area code): 386-257-4448 FAX.# 386-257-5503

SIGNATURE PERSON FILING APPLICATION: _____

PRINTED NAME: Anthony Gregg Pifer

TITLE: President

FEDERAL I.D. (F.E.I.N.) # 59-2986219

E-MAIL ADDRESS: agpcon@bellsouth.net
(Authorized Company Representative)

COMPANY STATUS:

INCORPORATED: ☒ Y ☐ N State Incorporated: Florida Year: 1989

TYPE OF ORGANIZATION: ☐ Indiv. ☐ Partnership ☒ Corp. ☐ Non-Profit ☐ LLC

ATTORNEY TRUST ACCOUNT NAME: N/A

INSURANCE: Proof of adequate coverage for professional general liability, errors and omissions and workers' compensation may be required for certain types of procurements.

☐ Check this box to waive insurance requirements only if you are providing goods for F.O.B destination with no installation services.

*** NOTE TO VENDORS***

The City of Port Orange, Florida does not maintain a prospective vendor's list, classified by commodities for the purpose of inviting sealed bids and quotation.

The City utilizes DemandStar www.demandstar.com to release Bids/RFP's and quotes. While the City advertises the Invitation to Bid in the local newspaper (Daytona News Journal) only in rare cases does the City mail out announcement notices to vendors. Vendors interested in becoming a member of DemandStar may visit their web site at: www.demandstar.com or by calling them at 1-800-711-1712.

Vendors will automatically receive notice of request for Bids/RFP's or quotes after they sign up on DemandStar. It is important that vendors sign, complete and return this application. Also include the W-9 and insurance information requirements in order for the City to assign a vendor number on our computer system.

It is also the vendor's responsibility to keep the Purchasing Division informed as to any change of address or insurance that may occur.

If your company is interested in bidding on commodities/services in addition to those specified, on any specific article related to the main category, insert the type of those materials on the blank space provided for each category group. Attorney services are secured by direct telephone quotes or written price inquiries.

Drug Free Workplace: A statement as to whether or not your firm has implemented a drug-free workplace program, as described in Section 287.087 of the Florida Statutes should be noted. Failure to respond in affirmative to this request will not disqualify you from consideration. Preference will be given to firms which have implemented a drug-free workplace program in the case where the City has received two or more bids what are equal with respect to price, quality, and service.

Equal Employment Opportunity (EEO). All vendors will be required to make an affirmative statement as to their support of all applicable equal opportunity affirmative actions requirements. A copy of the City's Equal Employment Opportunity statement (EEO) will be available to the vendor upon request.

I **certify** that the information supplied herein is correct and that neither the applicant nor any person (or concern) in any connection with the applicant as a principal or officer, so far as is known, is now disqualified from the public contracting and purchasing process by any agency of the federal government, the State of Florida or the City of Port Orange.

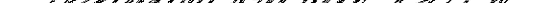
Signature of Person Completing Form: _____

Printed/Types Name: Anthony Gregg Pifer

Title: President

Commodity/Services _____

This document must be completed and returned with your Submittal

Sign Here	Signature of U.S. person ¹	Date ²
		5/17/2016

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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

Cat. No. 10231X

Form Page 30 of 32W-9 (Rev. 1-2011)

[Remainder of this page left intentionally blank]

FORM 7.9 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The bidder proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein.

Please provide three (3) current and correct references from clients for similar services.
(Do not include the City of Port Orange)

1. Company Name: City of Deltona
Contact Person: Steven Roland
City, State: Deltona, FL
Telephone Number: 386-878-8653
Email Address: sroland@deltonafl.gov
Description of goods or Services provided: Renovation of City Hall
Contract Amount: \$162,531.00
Start/End Date of Contract: 12/18/15 - 03/17/16

2. Company Name: Federal Aviation Administration
Contact Person: Matthew Sprouse
City, State: Daytona Beach, FL
Telephone Number: 386-226-3950
Email Address: (No longer with FAA)
Description of goods or Services provided: Refurbishment of SSC Building
Contract Amount: #49,864.00
Start/End Date of Contract: 07/29/2013 - 09/30/2013

3. Company Name: County of Volusia
Contact Person: Gary Morton
City, State: DeLand, FL
Telephone Number: 386-736-5967 x 3289
Email Address: gmorton@volusia.org
Description of goods or Services provided: Renovation of 3rd Floor Judges Chamber
Contract Amount: \$54,000.00
Start/End Date of Contract: 12/02/14 - 01/23/15

This document must be completed and returned with your Submittal.

FORM 7.10 – LISTING OF SUBCONTRACTORS

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

Break Room Remodelling Subcontractors

Subcontractor No. 1

Name: Leonard Briand Plumbing Contracting

Description of Work: Plumbing

Percent of Contract Price: 4%

Previous Experience Together: Yes/No Yes

Subcontractor No. 2

Name: Amp Electric of Volusia County, inc.

Description of Work: Electrical

Percent of Contract Price: 11.5%

Previous Experience Together: Yes/No Yes

Subcontractor No. 3

Name: Prestige Carpet

Description of Work: Flooring /Base

Percent of Contract Price: 9.5%

Previous Experience Together: Yes/No Yes

Subcontractor No. 4

Name: N/A

Description of Work: H.V.A.C N/A

Percent of Contract Price: N/A

Previous Experience Together: Yes/No N/A

Subcontractor No. 5

Name: A.G. Pifer Construction Co. Inc.

Description of Work: Bahama Shutter

Percent of Contract Price: _____

Previous Experience Together: Yes/No Yes

Subcontractor No. 6

Name: A.G. Pifer Construction Co. Inc.

Description of Work: Ceiling Grid /Tile

Percent of Contract Price: _____

Previous Experience Together: Yes/No Yes

Subcontractor No. 7

Name: A.G. Pifer Construction Co. Inc.

Description of Work: **Painting/Wallcovering**

Percent of Contract Price: _____

Previous Experience Together: Yes/No Yes

Subcontractor No. 8

Name: A.G. Pifer Construction Co. Inc.

Description of Work: **Cabinet**

Percent of Contract Price: _____

Previous Experience Together: Yes/No Yes

Subcontractor No. 9

Name: A.G. Pifer Construction Co. Inc.

Description of Work: **Drywall/Framing**

Percent of Contract Price: _____

Previous Experience Together: Yes/No Yes

This document must be completed and returned with your Submittal

Executed in 1 Counterpart

BID BOND FORM

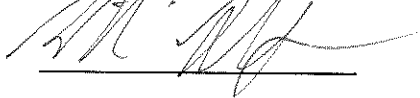
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, A.G. Pifer Construction Co., Inc. as Principal and Westfield Insurance Company of the City of Westfield Center State of OH, a corporation existing under the laws of the State of ~~Florida~~ ^{Ohio}, as Surety, are held and firmly bound unto the City of Port Orange hereinafter called the Owner, in the sum of Five Percent of Amount Bid Dollars (\$ --5%--) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. The condition of this obligation is such that whereas the Principal has submitted the accompanying Proposal or Bid, for the construction of:

BID #16-19: BREAK ROOM REMODELING AND PEDESTRIAN BRIDGE REPAIR

NOW, THEREFORE, if the Principal shall not withdraw said Bid within ninety (90) days after the opening of the same and in the event of the acceptance of his proposal by the Owner, shall, within the period specified therefore, enter into a written contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, or in the event of the withdrawal of said Bid within the period specified, of the failure to enter into such contract and give bonds within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said Bid and the amount for which the Owner may procure the required work, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue. IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this 17th day of May, 20 16, the name and corporate seal of each corporate body being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

IN PRESENCE OF:



Witness

William DeMattha

A.G. Pifer Construction Co., Inc. (Seal)

Name of Bidder

Signature of Officer

Corporate Principal

ATTEST:

Sheri Scarsella

Anthony Gregg Pifer President AFFIX
CORPORATE SEAL

By Sheri Scarsella

AFFIX
CORPORATE SEAL

Westfield Insurance Company

ATTEST:

Anita Navarra

Anita Navarra

Corporate Surety
Don Bramlage Title
Attorney-In-Fact & FL Lic. Resident Agent
Inquiries: 386-898-0507

This document must be completed and returned with your Submittal

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 08/25/16, FOR ANY PERSON OR PERSONS NAMED BELOW.

General
Power
of Attorney

CERTIFIED COPY

POWER NO. 0990992 00

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
DON BRAMLAGE, JEFFREY W. REICH, LESLIE M. DONAHUE, SUSAN L. REICH, PATRICIA L. SLAUGHTER, GLORIA A. RICHARDS, TERESA L. DURHAM, CHERYL FOLEY, LISA ROSELAND, KIM E. NIV, SONJA HARRIS, JOINTLY OR SEVERALLY

of MAITLAND and State of FL its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

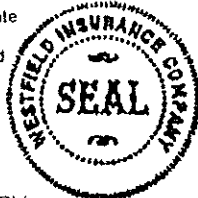
"Be it Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 25th day of AUGUST A.D., 2015 .

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By:
Dennis P. Baus, National Surety Leader and
Senior Executive

State of Ohio
County of Medina ss.:

On this 25th day of AUGUST A.D., 2015, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 17th day of May A.D., 2016 .



Frank A. Carrino, Secretary

TOTAL BASE BID FORM

TOTAL BASE BID

BID #16-19

BREAK ROOM REMODELING AND PEDESTRIAN BRIDGE REPAIR

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

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

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

The undersigned offers to furnish all materials, equipment and labor for the provision of Break Room Remodeling and Pedestrian Bridge Repair for the City of Port Orange, Florida, complete in every respect in strict accordance with the specifications and any future changes therein. The Contractor shall perform these obligations for the prices listed attached and made a part of this Bid.

I. TOTAL BASE BID COST FOR BREAK ROOM REMODELING:

Thirty Five Thousand, One Hundred, Thirty Dollars and 00/100

(In Words)

TOTAL BASE BID COST FOR BREAK ROOM REMODELING:

\$35,130.00

(In Figures)

ALTERNATE #1: PROVIDE NEW (FURNISH AND INSTALL) NEW ADJUSTABLE BAHAMA SHUTTERS OVER THE EXISTING STOREFRONT.

Two Thousand, Eight Hundred Dollars and 00/100

(In Words)

ALTERNATE #1: PROVIDE NEW (FURNISH AND INSTALL) NEW ADJUSTABLE BAHAMA SHUTTERS OVER THE EXISTING STOREFRONT.

\$2,800.00

(In Figures)

ALTERNATE #2: PROVIDE NEW AIR-CURTAIN OVER THE EXISTING STOREFRONT ENTRY DOOR.

Nine Hundred, Seventy-Five Dollars and 00/100

(In Words)

ALTERNATE #2: PROVIDE NEW AIR-CURTAIN OVER THE EXISTING STOREFRONT ENTRY DOOR.

\$975.00

(In Figures)

ALTERNATE #3: PROVIDE APPLIANCES LISTED ON THE DRAWING.

Five Thousand, Six Hundred, Sixty Dollars and 00/100

(In Words)

ALTERNATE #3: PROVIDE APPLIANCES LISTED ON THE DRAWING.

\$5,660.00

(In Figures)

ALTERNATE #4: PROVIDE ELECTRO-MAGNETIC DOOR OPERATOR ON EXISTING DOOR FROM CHAMBER LOBBY.

One Thousand, Four Hundred, Forty Dollars and 00/100

(In Words)

ALTERNATE #4: PROVIDE ELECTRO-MAGNETIC DOOR OPERATOR ON EXISTING DOOR FROM CHAMBER LOBBY.

\$1,440.00

(In Figures)

ALTERNATE #5: COST FOR PERFORMING BREAK ROOM WORK AFTER REGULAR BUSINESS HOURS (8:00 AM – 5:00PM).

None

(In Words)

ALTERNATE #5: COST FOR PERFORMING BREAK ROOM WORK AFTER REGULAR BUSINESS HOURS (8:00 AM – 5:00PM).

\$0.00

(In Figures)

II. TOTAL BASE BID COST FOR PEDESTRIAN BRIDGE REPAIR:

Can't obtain material. Discontinued per Dana Callan @ Dittmer Architectural Aluminum.
See attached E-mail.
(In Words)

TOTAL BASE BID COST FOR PEDESTRIAN BRIDGE REPAIR:

Can't obtain material. Discontinued per Dana Callan @ Dittmer Architectural Aluminum.
See attached E-mail.
(In Figures)

ALTERNATE #1: PROVIDE (FURNISH AND INSTALL) APROXIMATLEY 290 LINEAL FEET OF
ALUMINUM ANGLE AND 78 SLEEVE ANCHORS INTO THE EXISTING CONCRETE WALLS TO
ANCHOR THE EXISTING COVER AS SHOWN ON THE DRAWING.

Nine Thousand, Five Hundred, Twenty-Two Dollars and 00/100

(In Words)

ALTERNATE #1: PROVIDE (FURNISH AND INSTALL) APROXIMATLEY 290 LINEAL FEET OF
ALUMINUM ANGLE AND 78 SLEEVE ANCHORS INTO THE EXISTING CONCRETE WALLS TO
ANCHOR THE EXISTING COVER AS SHOWN ON THE DRAWING.

\$9,522.00

(In Figures)

ALTERNATE #2: REPLACE DAMAGED ACRYLIC PANELS AND REPAIR/REPLACE WIND/RAIN
BAFFLES ON THE RIDGE CAP AS SHOWN ON THE DRAWING.

Can't obtain material. Discontinued per Dana Callan @ Dittmer Architectural Aluminum.
See attached E-mail.
(In Words)

ALTERNATE #2: REPLACE DAMAGED ACRYLIC PANELS AND REPAIR/REPLACE WIND/RAIN
BAFFLES ON THE RIDGE CAP AS SHOWN ON THE DRAWING.

Can't obtain material. Discontinued per Dana Callan @ Dittmer Architectural Aluminum.
See attached E-mail.
(In Figures)

ALTERNATE #3: COST FOR PERFORMING REINFORCMENT WORK AND REPLACEMENT OF
DAMAGED ACRYLIC PANELS WORK ON PEDESTRIAN BRIDGE AFTER REGULAR BUSINESS
HOURS (8:00 AM – 5:00PM).

None

(In Words)

ALTERNATE #3: COST FOR PERFORMING REINFORCMENT WORK AND REPLACEMENT OF
DAMAGED ACRYLIC PANELS WORK ON PEDESTRIAN BRIDGE AFTER REGULAR BUSINESS
HOURS (8:00 AM – 5:00PM).

\$0.00

(In Figures)

Payment will be made within 45 days after receipt of merchandise and a proper invoice. The City will attempt to pay within fewer days if Bidder/Proposer offers a payment discount. (Ex. 1% Net 30)

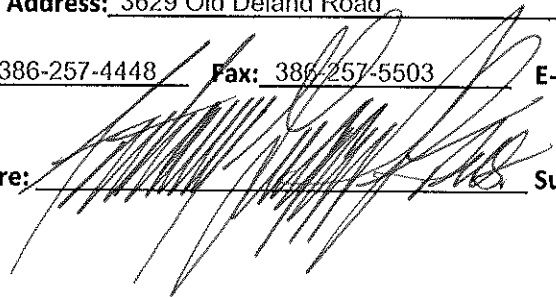
All bid prices shall be written in ink, in both words and numerals, in the blank spaces for each item, with the amounts extended if a unit price bid and all amounts totaled. In the event of any discrepancy between the written amounts and the numerals, the written amounts shall govern and will be considered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

Company Name: A.G. Pifer Construction Co. Inc.

Contact Person / Title: Anthony Gregg Pifer, President

Mailing Address: 3629 Old Deland Road **State:** FL **Zip:** 32124

Phone: 386-257-4448 **Fax:** 386-257-5503 **E-Mail:** agpcon@bellsouth.net

Signature:  **Submitted on:** May 17, 2016.

This document must be completed and returned with your Submittal

Subject: Port Orange City Pedestrian Bridge Repair

From: Denise Condello (denise@dittdeck.com)

To: agpcon@bellsouth.net;

Date: Monday, May 16, 2016 12:49 PM

Please see statement below from Dittmer Architectural Aluminum.

Thank you for your interest in our products.

Denise Condello

Estimating Coordinator

Walt Dittmer & Sons, Inc. dba

Dittmer Architectural Aluminum

1006 Shepard Rd., Winter Springs, FL 32708

denise@dittdeck.com

407.699.1755 – phone

407.695.4430 – fax

www.dittdeck.com

All,

This specific "Ditt-Dome" system is no longer available and has been discontinued.

Thank you,

Dana Callan

Dittner Architectural Aluminum



This email is free from viruses and malware because avast! Antivirus protection is active.



CITY OF PORT ORANGE

PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5718
FAX 386-506-5711
purchdiv@port-orange.org

ADDENDUM NO. 1

05-06-16

ITB # 16-19 Break Room Remodeling and Pedestrian Bridge Repair

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated April 11, 2016 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

A. QUESTIONS AND ANSWERS:

1. Should the permits and fees be included in the base bid?

Answer: Yes, your base bid should include all costs incurred for the project.

2. Will there be after hour's specification we must follow?

Answer: Yes, we will issue alternates on this specific subject. After-hours work cannot be conducted on the 1st and 3rd Tuesdays of each month as there are scheduled council agenda meetings these days.

3. There is alarm panels and thermostats on the wall. Who is going to be responsible for taking these down?

Answer: The two (2) wall mounted items in question in the break room will be moved by the City of Port Orange I.T. Department and therefore, will not be the vendor's responsibility.

4. What is the budget for this project?

Answer: The base bid budget for the break room is \$25,000 and the base bid budget for the tunnel is \$4500.00

5. Is there a specific budget for the panels on the tunnel?

Answer: No, that is currently an alternate bid item.

6. You mentioned alternates for after-hours work. Will you be revising the work schedule?
Answer: Yes there will be two added alternates. One (1) for after- hours on the structural work for the tunnel and one (1) for after-hours work on the break room.
7. On the after-hours work is there someone that needs to be here from security?
Answer: Yes, for the break room we will have someone on-site. After-hours work cannot be conducted on the 1st and 3rd Tuesdays of each month as there are scheduled council agenda meetings these days. For after hour work on the tunnel we will get further clarification.
8. Will the City be responsible for providing someone on site after hours?
Answer: Yes, the City will provide on-site staff during after-hours schedules.
9. When would be the proper time to get my permit?
Answer: After the contract is awarded and a notice to proceed is issued.
10. Will it take 6-weeks to 2 months to get a permit as this is my experience with other city's time frames?
Answer: No, once the contract is awarded the process is fairly quick as the project has already gone through plan review.
11. Is there an anticipated start date?
Answer: No. However, we expect it to go fairly quickly after award.
12. What is the completion time?
Answer: Sixty (60) days for substantial completion plus thirty (30) days more to finish job and prepare closing documents and other related items. However, if we run into a product supply issue we will adjust accordingly.
13. Will I get 60 days plus 30 days completion time after I receive my permit?
Answer: Yes, We will allow for the time it takes for you to get your permit.
14. Are we allowed to put a small dumpster outside?
Answer: Yes, location will be determined by the City.

B. CLARIFICATIONS:

There will be a new bid form per addendum No.1 that will be uploaded to Demandstar with the following two additive Alternates.

1. ALTERNATE #5: COST FOR PERFORMING BREAK ROOM WORK AFTER REGULAR BUSINESS HOURS (8:00 AM – 5:00PM).

2. ALTERNATE #3: COST FOR PERFORMING REINFORCEMENT WORK AND REPLACEMENT OF DAMAGED ACRYLIC PANELS WORK ON PEDESTRIAN BRIDGE AFTER REGULAR BUSINESS HOURS (8:00 AM – 5:00PM).

In all other respects, except as specifically stated herein, the subject ITB remains unchanged.

END OF ADDENDUM NO. # 1



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 07/19/2016

Consent item: Yes

SUBJECT: Task Authorization No 10 under the Master Contract for Engineering Services with Quentin L Hampton Associates, Inc.

DEPARTMENT: Public Utilities

GOAL: 1 - Infrastructure Preservation

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

RECOMMENDED MOTION: Move to approve Task Authorization No 10 under the Master Contract for Engineering Services with Quentin L. Hampton Associates, Inc. in an amount not to exceed \$37,560 for engineering and design services for the WWTP Influent Structure Bypass; and to authorize the Mayor and City Clerk to execute all required contract documents.

SUMMARY: On March 17, 2015, the City entered into a Master Contract for Engineering Services with Quentin L Hampton Associates, Inc.

As future work is anticipated at the Reclaimed Water Treatment Plant diverting the flow into the plant (influent headworks) will be critical to enable equipment to be worked on. This includes equipment repairs, structural damage repairs and installation of new equipment at the influent headworks structure.

Task Authorization No 10 with Quentin L. Hampton Associates, Inc. provides the design, bidding assistance and limited construction inspection services for the design and construction of emergency 36" bypass piping for the influent headworks structure located in the Reclaimed Water Treatment Plant.

Project No.: SSP011 Funding Account No.: 40304005356397

ATTACHMENTS:

1.	Task Authorization No 10	QLH - Task Authorization No 10.pdf
2.	Scope of Service	QLH - Scope WWTP Influent Structure Bypass.pdf

Liz Anderson
Julia Wiggins
Rick Wilson
Andrew Neff

Created/Initiated - 06/13/2016
Approved - 06/13/2016
Approved - 06/13/2016
Approved - 06/13/2016

Diana Fye
Tracey Riehm
Margaret Roberts
M. Jake Johansson

Approved - 06/13/2016
Approved - 06/16/2016
Approved - 07/13/2016
Final Approval - 07/13/2016

TASK AUTHORIZATION NO. 10
Master Contract for Engineering Services dated March 17, 2015
Between the City of Port Orange, Florida and Quentin L. Hampton Associates, Inc.

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **QUENTIN L. HAMPTON ASSOCIATES, INC.**, a Florida corporation with its principal place of business at 4401 Eastport Parkway, Port Orange, Florida 32177 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract for Engineering Services dated March 17, 2015, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services relating to the WWTP Influent Structure Bypass as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization No 10 Exhibit "A."
3. Task Authorization No 10 will expire September 30, 2016.
4. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "A" attached hereto and made a part hereof for all purposes, subject to a limit up to but not to exceed **Thirty-seven Thousand dollars Five Hundred Sixty Dollars and no cents (\$37,560.00)**. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.
5. This Task Authorization may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Task Authorization.

[Remainder of this page intentionally left blank]

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

Witnesses:

QUENTIN L. HAMPTON ASSOCIATES, INC.

Marcia Thayer
Printed Name: Marcia Thayer

By: 
Brad T. Blais, President

Bernadette Fox
Printed Name: Bernadette Fox

Date: 6/17/14

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____

M.H. Johansson, City Manager

Printed Name: _____

Date: _____

Witnesses:

ATTEST:

Printed Name: _____

By: _____

Robin L. Fenwick, CMC, City Clerk

Printed Name: _____

Date: _____

[CA 4619]

TASK AUTHORIZATION NO 10

EXHIBIT "A"

QUENTIN L HAMPTON ASSOCIATES, INC.

WWTP INFLUENT STRUCTURE BYPASS

BRAD T. BLAIS, P.E.
DAVID A. KING, P.E.
ANDREW M. GIANNINI, P.E.
KEVIN A. LEE, P.E.

Quentin L. Hampton Associates, Inc.
Consulting Engineers
P.O. DRAWER 280247
PORT ORANGE, FLORIDA 32129-0247

TELEPHONE: (386) 761-8810
FAX: (386) 761-3977
EMAIL: qjha@qjha.com

May 19, 2016

Tom Troutman, Chief Operator
Reclaimed Plant
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

Email: ttroutman@port-orange.org
Hard Copy Mailed Only on Request

**CITY OF PORT ORANGE
ENGINEERING SERVICES PROPOSAL FOR
WWTP INFLUENT STRUCTURE BYPASS**

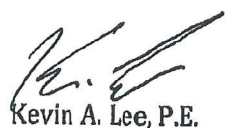
Dear Tom,

In accordance with your request, we are pleased to offer the enclosed scope of services and engineering fee estimate for the above referenced project. The design scope of this project includes mechanical plans, bypass pumping plans, specifications, bidding assistance and construction phase services.

The enclosed engineering Scope of Services and fee estimate is based upon the established utilities contract. This is a lump sum proposal. Thank you for this opportunity to continue to be of service. If you have additional questions, do not hesitate to call.

Respectfully,
QUENTIN L. HAMPTON ASSOCIATES, INC.


Brad T. Blais, P.E.
President


Kevin A. Lee, P.E.
Project Manager

BTB/KAL:bf

Enclosures

**SCOPE OF SERVICES
WWTP INFLUENT STRUCTURE BYPASS
CITY OF PORT ORANGE**

GENERAL:

The proposed scope of services to be provided by QLH is for design, bidding assistance and limited construction inspection services for design and construction of 36" bypass piping for the WWTP influent structure.

Task A – Design Phase

During the design phase, QLH will complete the following work:

1. Preparation of design plans. Minimum plan requirements include: mechanical drawings, and bypass pumping plans which accurately depict existing features and proposed improvements.
2. Preparation of Contract Documents. Contract Documents are defined in the City's General Conditions of the Construction Contract and include, but are not limited to, the Drawings, Specifications, and front-end documents (Bid Agreement, General Conditions, Supplementary Conditions and Post Bid Documentation).
3. Submittal of plans and specifications to the City for review and comment at 90% completion.
4. Incorporation of the City staff review comments in the Final Bid Contract Documents.
5. Furnish three sets and one electronic copy of Contract Documents to the City for staff use during construction.

Task B - Bidding Assistance and Construction Phase Services

During the bidding phase, QLH will:

1. Prepare bid documents to City standards.
2. Provide plan and specification clarification, prepare and distribute addenda.
3. Review and check the bids and prepare detailed bid tabulation.
4. Prepare an award recommendation letter.

During Construction QLH will:

1. Review shop drawings and material certificates. Distribute reviewed shop drawings to the Contractor and the City.

2. Visit site as needed to address conflicts.
3. Review and answer Contractor's RFI's and change order requests.
4. Attend the substantial completion inspection.

COMPENSATION:

Task A -	Design Phase	\$24,800	(Lump Sum)
Task B -	Bidding Assistance and Construction Phase Services	<u>\$12,760</u>	(Lump Sum)
Total Tasks A & B		\$37,560	

EXCLUSIONS:

This proposal excludes all laboratory testing, permit application fees, survey and/or expenses not specifically identified herein. Construction phase services for contract administration and inspection not included.

PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF QUENTIN L. HAMPTON ASSOCIATES, INC. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

BRAD T. BLAIS, P.E.
DAVID A. KING, P.E.
ANDREW M. GIANNINI, P.E.
KEVIN A. LEE, P.E.

Quentin L. Hampton Associates, Inc.
Consulting Engineers
P.O. DRAWER 290247
PORT ORANGE, FLORIDA 32129-0247

TELEPHONE: (386) 761-6810
FAX: (386) 761-3977
EMAIL: qlha@qlha.com

May 19, 2016

Tom Troutman, Chief Operator
Reclaimed Plant
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

Email: ttroutman@port-orange.org

Hard Copy Mailed Only on Request

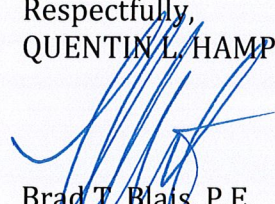
CITY OF PORT ORANGE
ENGINEERING SERVICES PROPOSAL FOR
WWTP INFLUENT STRUCTURE BYPASS

Dear Tom,

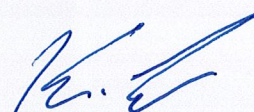
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The enclosed engineering Scope of Services and fee estimate is based upon the established utilities contract. This is a lump sum proposal. Thank you for this opportunity to continue to be of service. If you have additional questions, do not hesitate to call.

Respectfully,
QUENTIN L. HAMPTON ASSOCIATES, INC.



Brad T. Blais, P.E.
President



Kevin A. Lee, P.E.
Project Manager

BTB/KAL:bf

Enclosures

**SCOPE OF SERVICES
WWTP INFLUENT STRUCTURE BYPASS
CITY OF PORT ORANGE**

GENERAL:

The proposed scope of services to be provided by QLH is for design, bidding assistance and limited construction inspection services for design and construction of 36" bypass piping for the WWTP influent structure.

Task A – Design Phase

During the design phase, QLH will complete the following work:

1. Preparation of design plans. Minimum plan requirements include: mechanical drawings, and bypass pumping plans which accurately depict existing features and proposed improvements.
2. Preparation of Contract Documents. Contract Documents are defined in the City's General Conditions of the Construction Contract and include, but are not limited to, the Drawings, Specifications, and front-end documents (Bid Agreement, General Conditions, Supplementary Conditions and Post Bid Documentation).
3. Submittal of plans and specifications to the City for review and comment at 90% completion.
4. Incorporation of the City staff review comments in the Final Bid Contract Documents.
5. Furnish three sets and one electronic copy of Contract Documents to the City for staff use during construction.

Task B - Bidding Assistance and Construction Phase Services

During the bidding phase, QLH will:

1. Prepare bid documents to City standards.
2. Provide plan and specification clarification, prepare and distribute addenda.
3. Review and check the bids and prepare detailed bid tabulation.
4. Prepare an award recommendation letter.

During Construction QLH will:

1. Review shop drawings and material certificates. Distribute reviewed shop drawings to the Contractor and the City.

2. Visit site as needed to address conflicts.
3. Review and answer Contractor's RFI's and change order requests.
4. Attend the substantial completion inspection.

COMPENSATION:

Task A -	Design Phase	\$24,800	(Lump Sum)
Task B -	Bidding Assistance and Construction Phase Services	<u>\$12,760</u>	(Lump Sum)
Total Tasks A & B		\$37,560	

EXCLUSIONS:

This proposal excludes all laboratory testing, permit application fees, survey and/or expenses not specifically identified herein. Construction phase services for contract administration and inspection not included.

PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF QUENTIN L. HAMPTON ASSOCIATES, INC. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 07/19/2016

Consent item: Yes

SUBJECT: Change Order No 1 to the Standard Contract for Services with Samsula Waste, Inc, dated May 26, 2016

DEPARTMENT: Public Utilities

GOAL: 3 - Economic Development

OBJECTIVE: 2 - Develop strategy for use of appropriate incentives for desirable development

RECOMMENDED MOTION: Move to approve Change Order No 1 to the Standard Contract for Services with Samsula Waste, Inc. to move the Final Completion date from June 30, 2016 to September 30, 2016; and to authorize the Mayor and City Clerk to execute all required contract documents.

SUMMARY: Contract for the demolition of the Penna Court Motel was awarded to Samsula Waste, Inc. pursuant to Bid#16-15. The Contractor has complied with all prerequisite terms of the Contract including obtaining the mandatory payment and performance bond which was recorded on June 9, 2016. Purchase Order #071311 has been issued and delivered to the Contractor, and Demolition Permit was issued by the City Building Official on June 13th.

On June 13 the Contractor filed a 10-day Notice of Demolition with the Florida Department of Environmental Protection which would have allowed the Contractor to commence demolition activities on June 27th with a projected completion date of July 15. At the June 21st City Council meeting, Staff was prepared to present to Council a Change Order to extend the demolition contract; however, at that June 21st meeting, Ms. Denise Davies approached City Council, via a non-agenda discussion item, and obtained Council permission to inspect the Penna Court Motel buildings for potential rehabilitation and establishment of her business at that location.

Monday, June 27, City Staff from Public Utilities and Community Development met with Ms. Davies and discussed business development in the Town Center CRA District where Penna Court is located. Ms. Davies has had the opportunity to inspect the property with her building professionals.

Samsula Waste, Inc., the vendor under contract with the City stands ready to perform the demolition as agreed, pending resolution of the inquiry by Ms. Denise Davies.

Staff recommends approval of Change Order No. 1 to extend the Contract for Samsula Waste, Inc. to September 30, 2016, and to authorize Notice to Proceed effective July 20, 2016.

Project Funding Account
No.: No.:

ATTACHMENTS:

1.	Change Order No 1	Revised CO 1 Penna Court.pdf
----	-------------------	------------------------------

Liz Anderson	Created/Initiated - 06/14/2016
Julia Wiggins	Approved - 06/14/2016
Rick Wilson	Approved - 06/14/2016
Andrew Neff	Approved - 06/14/2016
Margaret Roberts	Approved - 06/29/2016
M. Jake Johansson	Final Approval - 07/11/2016

CHANGE ORDER NO. 1
To the Standard Contract for Services, dated May 26, 2016
Samsula Waste, Inc., Contractor

Project: Demolition of Penna Court Motel – 4750 Ridgewood Avenue.

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$ 16,730	Original Contract Times Substantial Completion: ____ days Final Completion 35 days (June 30, 2016)
Net changes from previous Change Order: \$0	Changes in contract time from previous Change Orders: 0 days
Contract Price prior to this Change Order: \$ 0	Contract Completion Date prior to this Change Order: Final Completion: June 30, 2016
Net Increase (decrease) of this Change Order No 1: \$ 0	Changes in contract time requested this Change Order No. 1 : (Requires Council Approval) 92 days
Contract Price with all approved Change Orders: \$ 16,730	Contract Times with all approved Change Orders: Final Completion: September 30, 2016

CHANGES ORDERED:

- I. GENERAL: This Change Order is necessary to cover the work to be performed under the Standard Contract for Services entered into by and between parties on May 26, 2016.
- II. REQUIRED CHANGES: To provide a time extension to move the final complete date from June 30, 2016 to September 30, 2016. No goods shall be delivered nor services commenced hereunder until this Change Order has been fully executed by all parties.
- III. JUSTIFICATION: Required for additional 92 days added to the final completion date. This will move the Final Completion Date from June 30, 2016 to September 30, 2016. Due to the delay in contract and permit execution, this additional time is necessary for the vendor to notify the Florida Environment of Protection proper notification of demolition. This will also allow additional time for Council to move forward with the demo or to cancel the contract. This change order is at no additional cost to the City.
- IV. PAYMENT: Payment for this Change Order shall be made in accordance with the terms of the Standard Contract for Services subject to a limit up to but not to exceed **Sixteen Thousand Dollars Seven Hundred Thirty Dollars and no cents. (\$16,730)**. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Florida Statutes Section 218.70 through 218.79, as amended.
- V. This Change Order may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Change Order shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Change Order.

Acknowledgments:

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

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

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

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

RECOMMENDED BY:
LINDA JOHNSON, RIGHT OF WAY AGENT
Department Project Manager

ACCEPTED BY:
SAMSULA WASTE, INC
CONTRACTOR

By: Linda Johnson
Linda Johnson, Right of Way Agent

By: Charles Y. McDonald
Charles Y. McDonald, President

Date Signed: June 29, 2016

Date Signed: 7/8/2016

RECOMMENDED BY:
N/A
City's Representative

RECOMMENDED BY:
N/A
Engineer of Record

By: _____
Printed Name
Title: _____

By: _____
Printed Name: _____
Title: _____

Date Signed: _____

Date Signed: _____

APPROVED BY:
CITY OF PORT ORANGE
Department Head

By: _____
Rick Wilson, Interim Public Utilities Director

Date Signed: _____

City Manager

By: _____
Michael H. Johansson, City Manager

Date Signed: _____

If Council approval is required:

Affirmed:

By: _____
Printed Name: _____
Title: _____

Robin L. Fenwick, CMC, City Clerk

Date Signed: _____

Date Signed: _____



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 07/19/2016

Consent item: Yes

SUBJECT: Task Authorization No 5 under the Master Contract for Engineering Services to Wade Trim, Inc. for the Onsite Wastewater Treatment System Evaluation Study

DEPARTMENT: Public Utilities

GOAL: 1 - Infrastructure Preservation

OBJECTIVE: 5 - Conduct a septic tank study in order to determine the full needs and impact of moving property to sewer service

RECOMMENDED MOTION: Move to approve Task Authorization No 5 under the Master Contract for Engineering Services with Wade Trim Inc., dated March 17, 2015 for an amount not to exceed \$62,234.00; and to authorize the Mayor and City Clerk to execute all required contract documents.

SUMMARY: On March 17, 2015 the City entered into a Master Contract for Engineer Services issued by Task Authorizations.

Task Authorization No 5 is for the Onsite Wastewater Treatment System Evaluation Study. The purpose of the evaluation is to identify those properties located within and near the City of Port Orange where infrastructure can be extended to properties which are currently utilizing onsite wastewater treatment systems (OWTS). The goal of the initiative is to reduce pollution to the Halifax River and Spruce Creek sourced from OWTSs (septic tanks)..

This project will evaluate properties based on an established criteria that will result in a priority sequenced plan for connecting properties onto a central sewer system; defining the type of central sewer system connection and associated infrastructure improvements required; and establishing a capital improvement plan for the identified projects along with potential funding sources.

The evaluation will result in a plan that will be used by the City for the purpose of eliminating onsite wastewater treatment systems (OWTS) which are contributing to the impairment of nearby surface waters.

This environmental initiative will be aligned with the tenants of the Volusia County Water Compact. This study also support Goal 5 of the Strategic Plan to conduct a septic tank study in order to determine the full needs and impact of moving property to sewer service.

Task Authorization No 5 is for an amount not to exceed \$62,234.00 with a completion

date of December 26, 2016.

Project No.: SSP002 Funding Account No.: 40304015356397

ATTACHMENTS:

1.	Wade Trim - Task Authorization No 5 Documents	Wade Trim - Task Authorization No 5.pdf
2.	Wade Trim - Scope of Services	Septic Tank Evaluation Scope & Budget_Task No 5 Port Orange_052516.PDF

Julia Wiggins	Created/Initiated - 06/06/2016
Julia Wiggins	Approved - 06/06/2016
Rick Wilson	Approved - 06/06/2016
Andrew Neff	Approved - 06/06/2016
Tracey Riehm	Approved - 06/09/2016
Margaret Roberts	Approved - 07/13/2016
M. Jake Johansson	Final Approval - 07/13/2016

TASK AUTHORIZATION NO. 5
Master Contract for Engineering Services dated March 17, 2015
Between the City of Port Orange, Florida and Wade Trim, Inc.

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **WADE TRIM, INC.**, a Florida corporation with its principal place of business at 8010 Woodland Center Boulevard, Suite 1200, Tampa, Florida 33614 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract for Engineering Services dated March 17, 2015, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services relating to the Onsite Wastewater Treatment System Evaluation Study, as more particularly described in the Scope of Services attached hereto and incorporated herein as **Task Authorization No 5 Exhibit "A."**
3. Task Authorization No 5 will expire on December 26, 2016.
4. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Task Authorization No 5 Exhibit "A" attached hereto and made a part hereof for all purposes, subject to a limit up to but not to exceed **Sixty-two Thousand Two Hundred Thirty-four dollars and no cents (\$62,234.00)**. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.
5. This Task Authorization may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Task Authorization.

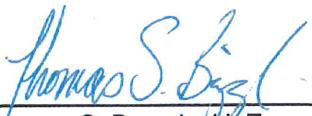
[Remainder of this page intentionally left blank]

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

Witnesses:

WADE TRIM, INC.


Printed Name: Holly Kremers

By: 
Thomas S. Brzezinski, Executive Vice
President


Printed Name: Christopher Little

Date: June 7, 2016

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____ By: _____
Allen Green, Mayor

Printed Name: _____ Date: _____

Witnesses: ATTEST:

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

Printed Name: _____ Date: _____

(CA4620)

TASK AUTHORIZATION NO 5

EXHIBIT "A"

WADE TRIM, INC.

ONSITE WASTEWATER TREATMENT SYSTEM
EVALUATION STUDY

CITY OF PORT ORANGE, FLORIDA

TASK ORDER 16-05 ONSITE WASTEWATER TREATMENT SYSTEM EVALUATION STUDY

Section I. BACKGROUND

Over the past decade onsite wastewater treatment systems (i.e. septic systems) in urban and coastal areas have proven to be a leading cause of nutrient loading and degradation of near shore water quality in Florida. Since septic systems do not provide the removal of nutrients (nitrogen and phosphorus), the effluent which migrates into our waterways can result in algal blooms and the depletion of oxygen levels in near shore waters. As a result, many Florida communities have undertaken efforts to identify septic systems which are contaminating nearby surface waters, prioritize those areas which are contributing to degradation, and eliminating identified septic systems by requiring residential and commercial properties to connect with a central sewer system that provides centralized wastewater treatment and disposal.

The purpose of this evaluation is to identify those properties located within the incorporated limits of Port Orange and outside the City limits where infrastructure can be extended to properties which are currently utilizing onsite wastewater treatment systems (OWTS). This project will evaluate properties based on an established criteria that allows for providing a priority-based plan for connecting properties onto a central sewer system; defining the type of central sewer system connection and associated infrastructure improvements required; and establishing a capital improvement plan for the identified projects. The evaluation will result in a plan that will be used by the City for the purpose of eliminating OWTS which are contributing to the impairment of nearby surface waters. This environmental initiative will be aligned with the tenants of the Volusia County Water Compact.

Section II. SCOPE OF WORK AND DELIVERABLES

Wade Trim agrees to perform the following tasks and submittal of deliverables:

1. **Property Identification.** Compile the listing of residential and commercial properties located within the incorporated limits of Port Orange and outside the City limits where infrastructure can be made available to reduce the impacts of OWTS. This compiled listing will include the identification of properties where infrastructure already exists for sewer connections. The provided property listings will be compiled and organized by identified neighborhoods, property connection type (residential, commercial, or other), and estimated number of equivalent dwelling units (EDUs).

Deliverable: Spreadsheet listing of properties served by OWTS, including property connection type and estimated number of EDUs.

2. Review Criteria & Ranking Priority of Neighborhoods. Establish review criteria and ranking values for the identified study areas that will be utilized for prioritization of properties that require removal of OWTS. Review criteria will include:

- a. Water Table Elevations
- b. Soil Properties
- c. Proximity to Surface Water Body
- d. Estimated Nutrient Loadings (Nitrogen & Phosphorus)
- e. Flood Zone
- f. Surface Water Management (SWM) Criteria
- g. Property Size
- h. Age of OWTS (or Residence)

Deliverable: Identify and describe criteria to be utilized for ranking neighborhoods. Establish ranking values for each identified review criteria.

3. Prepare Priority Ranking of Neighborhood Service Areas. Prepare ranking and prioritization of neighborhood service areas based on criteria scoring for the removal of OWTS within the City. Prepare wastewater flow estimates (average daily flow and peak hourly flow) for respective wastewater service areas.

Deliverable: Neighborhood service area descriptions, criteria rankings, and estimated wastewater flows.

4. Collection System Alternatives for Identified Neighborhood Service Areas. Identify collection alternatives that can be utilized for serving prioritized neighborhood service areas. Alternative sewer collection systems to be considered will include low pressure sewers, vacuum sewers, and gravity sewers.

Deliverable: Recommended sewer collection systems for neighborhood service areas identified under Task No. 3.

5. Collection System Improvements – Force Mains & Pump Stations. Identify where existing City wastewater collection system improvements will be required or upgrades may be warranted for combining and transporting recommended wastewater collection systems to the City's centralized wastewater treatment and disposal facility. The wastewater treatment and disposal facility will also be evaluated with respect to the additional capacity that may be required for converting OWTS to central sewers.

Deliverable: Recommended wastewater collection system improvements and/or upgrades and treatment plant improvements required for serving neighborhood service areas.

6. **Capital Improvement Plan.** Planning level cost estimates will be prepared based on recommended wastewater collection systems, treatment plant upgrades, and associated improvements identified for each of the City's priority neighborhood service areas. Cost estimates and a recommended schedule for identified improvements will be developed.

Deliverable: Cost estimates and a recommended schedule for identified collection systems will be prepared based on prioritization of service areas.

7. **Policy and Ordinance Review.** Perform a review of existing City ordinances, Florida Statutes, the impact of OWTS connections outside of the City limits (e.g. Volusia County, Ponce Inlet, etc.), land development codes, and policies (provided to Wade Trim by the City) as they pertain to future growth and development within the City's incorporated limits and identify what changes are recommended pertaining to requirements for central sewer connections (as opposed to using OWTS). Also, perform a review of the City's Comprehensive Plan sections addressing Planning and Development Services, Environmental Management, Water Resources, and Utilities with respect to requirements and exemptions pertaining to OWTS. Based on document reviews, provide the City with recommended policy changes that will be consistent with the goals of removing septic tanks which are contributing to water quality degradation in neighboring surface waters.

Deliverable: Recommended policy changes pertaining to the use of OWTS within and outside of the City's incorporated limits.

8. **Final Report.** A Draft Final Report will be prepared which includes a discussion on point and nonpoint source loadings that contribute to the impairment of receiving waterbodies, incorporates the results of each task effort described herein and establishes the schedule and implementation strategy for recommended improvements. The Draft Report will be submitted to the City for review to discuss and review comments received on the Draft Report. A Final Report will be prepared incorporating comments discussed and agreed upon and submitted to the City.

Deliverable: Draft and Final Reports, up to a maximum of 5 hard copies plus one electronic pdf of each report will be submitted to the City.

Section III. OWNER'S RESPONSIBILITY

The following items are, but not limited to, required from the City of Port Orange to complete the above identified tasks for this Task Order:

1. Database listing of residential and commercial property addresses located within the incorporated limits of Port Orange which are currently served with onsite wastewater treatment systems.
2. Mapping illustrating the distribution of existing wastewater collection systems operated and maintained by the City's Utility Department.
3. Listing of all existing wastewater lift stations, including capacity, located within the City limits.
4. Copies of City ordinances, development codes and policies pertaining to future growth and development within the City limits.
5. Copies of City Comprehensive Plan sections addressing Planning and Development Services, Environmental Management, Water Resources and Utilities.

Section IV. SCOPE OF WORK NOT INCLUDED IN TASK ORDER

The following items are not included as part of this Task Order:

1. Development of a Geographical Information System for properties within the City limits which are presently utilizing onsite wastewater treatment systems.
2. Development of public education materials pertaining to use of onsite wastewater treatment systems.
3. Preliminary design of proposed wastewater collection systems for identified neighborhoods using onsite wastewater treatment systems.
4. Development of a financial plan for the recommended capital improvement program.
5. Preparation of new ordinances, regulations or standards pertaining to the approval of onsite wastewater systems within the City's incorporated limits.

Section V. SCHEDULE

Work will begin within 3-days of receipt of a notice-to-proceed (NTP) and will be completed within 160 days of the NTP date.

Section VI. METHOD OF COMPENSATION

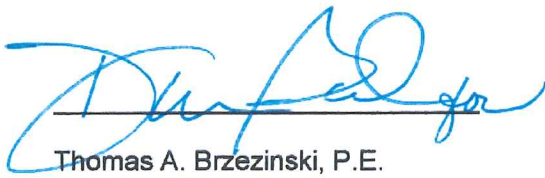
The total lump sum fee for the scope of work described above is \$62,234.00. The City shall compensate Wade Trim the lump sum fee for the scope of services as specified prior in this task order.

At the direction of the City of Port Orange, Wade Trim may be requested to provide additional services. These additional services will be provided at Wade Trim's standard hourly billing rates.

Section VII. ACCEPTANCE

If the above scope and fees meet your approval, please indicate by your signature in the space provided below and return one (1) signed copy which will constitute an "Agreement and Notice-to-Proceed" for the accomplishment of the work described herein.

WADE TRIM, INC.



Thomas A. Brzezinski, P.E.
Vice President

Date: 5/25/2016

City of Port Orange, Florida

Michael Johansson
City Manager

Date: _____



WADET TRIM

Engineering Planning
Sciences Surveying

Project: Onsite Wastewater Treatment System Feasibility Evaluat
Client: City of Port Orange
Prepared By: Dan Burden
Date: May 11, 2016

Rate Schedule Used: Port Orange

TASKS	CLASSIFICATION	RATE	Task 1 - Property Identification		Task 2 - Criteria & Ranking Prioritization		Task 3 - Ranking of Neighborhood Service Areas		Task 4 - Collection System Alternatives		Task 5 - Collection System Improvements		Task 6 - Capital Improvement Plan		Task 7 - Policy & Ordinance Review		Task 8 - Final Report		TOTALS
			HOURS	\$	HOURS	\$	HOURS	\$	HOURS	\$	HOURS	\$	HOURS	\$	HOURS	\$	HOURS	\$	
	Project Manager	\$ 190.00	4	16	16	16	16	16	16	24	24	16	16	8	8	12	12		
	Senior Professional			\$3,040.00	\$3,040.00		\$3,040.00	\$3,040.00	\$3,040.00	\$4,560.00	\$4,560.00	\$3,040.00	\$3,040.00	\$1,520.00	\$1,520.00	\$2,280.00	\$2,280.00		\$21,280.00
	Professional Engineer	\$ 109.00	32	40	32	48	32	48	48	52	52	32	32	16	16	24	24		\$276,000.00
	CADD		0	\$4,360.00	\$4,360.00		\$3,488.00	\$3,488.00	\$5,232.00	\$5,232.00	\$5,668.00	\$3,488.00	\$3,488.00	\$1,744.00	\$1,744.00	\$2,616.00	\$2,616.00		\$30,084.00
	Senior CADD Technician	\$ 90.00	0	8	0	20	0	0	20	24	24	0	0	0	0	8	8		\$60,000.00
	Administration		4	\$720.00	\$720.00	4	\$0.00	\$0.00	\$1,800.00	\$2,160.00	\$2,160.00	\$0.00	\$0.00	\$0.00	\$0.00	\$720.00	\$720.00		\$5,400.00
	Administrative Technician	\$ 58.00		\$232.00	\$232.00	4	\$232.00	\$232.00	\$232.00	\$232.00	\$232.00	\$232.00	\$232.00	\$232.00	\$232.00	\$696.00	\$696.00		\$2,320.00
	QA/QC	\$ 175.00	0	2	2	2	2	2	2	4	4	2	2	2	2	4	4		\$12,000.00
	Senior Prof. Engineer 2			\$350.00	\$350.00		\$350.00	\$350.00	\$350.00	\$700.00	\$700.00	\$350.00	\$350.00	\$350.00	\$350.00	\$700.00	\$700.00		\$3,150.00
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CITY OF PORT ORANGE, FLORIDA

TASK ORDER 16-05 ONSITE WASTEWATER TREATMENT SYSTEM EVALUATION STUDY

Section I. BACKGROUND

Over the past decade onsite wastewater treatment systems (i.e. septic systems) in urban and coastal areas have proven to be a leading cause of nutrient loading and degradation of near shore water quality in Florida. Since septic systems do not provide the removal of nutrients (nitrogen and phosphorus), the effluent which migrates into our waterways can result in algal blooms and the depletion of oxygen levels in near shore waters. As a result, many Florida communities have undertaken efforts to identify septic systems which are contaminating nearby surface waters, prioritize those areas which are contributing to degradation, and eliminating identified septic systems by requiring residential and commercial properties to connect with a central sewer system that provides centralized wastewater treatment and disposal.

The purpose of this evaluation is to identify those properties located within the incorporated limits of Port Orange and outside the City limits where infrastructure can be extended to properties which are currently utilizing onsite wastewater treatment systems (OWTS). This project will evaluate properties based on an established criteria that allows for providing a priority-based plan for connecting properties onto a central sewer system; defining the type of central sewer system connection and associated infrastructure improvements required; and establishing a capital improvement plan for the identified projects. The evaluation will result in a plan that will be used by the City for the purpose of eliminating OWTS which are contributing to the impairment of nearby surface waters. This environmental initiative will be aligned with the tenants of the Volusia County Water Compact.

Section II. SCOPE OF WORK AND DELIVERABLES

Wade Trim agrees to perform the following tasks and submittal of deliverables:

- 1. Property Identification.** Compile the listing of residential and commercial properties located within the incorporated limits of Port Orange and outside the City limits where infrastructure can be made available to reduce the impacts of OWTS. This compiled listing will include the identification of properties where infrastructure already exists for sewer connections. The provided property listings will be compiled and organized by identified neighborhoods, property connection type (residential, commercial, or other), and estimated number of equivalent dwelling units (EDUs).

Deliverable: Spreadsheet listing of properties served by OWTS, including property connection type and estimated number of EDUs.

2. Review Criteria & Ranking Priority of Neighborhoods. Establish review criteria and ranking values for the identified study areas that will be utilized for prioritization of properties that require removal of OWTS. Review criteria will include:

- a. Water Table Elevations
- b. Soil Properties
- c. Proximity to Surface Water Body
- d. Estimated Nutrient Loadings (Nitrogen & Phosphorus)
- e. Flood Zone
- f. Surface Water Management (SWM) Criteria
- g. Property Size
- h. Age of OWTS (or Residence)

Deliverable: Identify and describe criteria to be utilized for ranking neighborhoods. Establish ranking values for each identified review criteria.

3. Prepare Priority Ranking of Neighborhood Service Areas. Prepare ranking and prioritization of neighborhood service areas based on criteria scoring for the removal of OWTS within the City. Prepare wastewater flow estimates (average daily flow and peak hourly flow) for respective wastewater service areas.

Deliverable: Neighborhood service area descriptions, criteria rankings, and estimated wastewater flows.

4. Collection System Alternatives for Identified Neighborhood Service Areas. Identify collection alternatives that can be utilized for serving prioritized neighborhood service areas. Alternative sewer collection systems to be considered will include low pressure sewers, vacuum sewers, and gravity sewers.

Deliverable: Recommended sewer collection systems for neighborhood service areas identified under Task No. 3.

5. Collection System Improvements – Force Mains & Pump Stations. Identify where existing City wastewater collection system improvements will be required or upgrades may be warranted for combining and transporting recommended wastewater collection systems to the City's centralized wastewater treatment and disposal facility. The wastewater treatment and disposal facility will also be evaluated with respect to the additional capacity that may be required for converting OWTS to central sewers.

Deliverable: Recommended wastewater collection system improvements and/or upgrades and treatment plant improvements required for serving neighborhood service areas.

6. **Capital Improvement Plan.** Planning level cost estimates will be prepared based on recommended wastewater collection systems, treatment plant upgrades, and associated improvements identified for each of the City's priority neighborhood service areas. Cost estimates and a recommended schedule for identified improvements will be developed.

Deliverable: Cost estimates and a recommended schedule for identified collection systems will be prepared based on prioritization of service areas.

7. **Policy and Ordinance Review.** Perform a review of existing City ordinances, Florida Statutes, the impact of OWTS connections outside of the City limits (e.g. Volusia County, Ponce Inlet, etc.), land development codes, and policies (provided to Wade Trim by the City) as they pertain to future growth and development within the City's incorporated limits and identify what changes are recommended pertaining to requirements for central sewer connections (as opposed to using OWTS). Also, perform a review of the City's Comprehensive Plan sections addressing Planning and Development Services, Environmental Management, Water Resources, and Utilities with respect to requirements and exemptions pertaining to OWTS. Based on document reviews, provide the City with recommended policy changes that will be consistent with the goals of removing septic tanks which are contributing to water quality degradation in neighboring surface waters.

Deliverable: Recommended policy changes pertaining to the use of OWTS within and outside of the City's incorporated limits.

8. **Final Report.** A Draft Final Report will be prepared which includes a discussion on point and nonpoint source loadings that contribute to the impairment of receiving waterbodies, incorporates the results of each task effort described herein and establishes the schedule and implementation strategy for recommended improvements. The Draft Report will be submitted to the City for review to discuss and review comments received on the Draft Report. A Final Report will be prepared incorporating comments discussed and agreed upon and submitted to the City.

Deliverable: Draft and Final Reports, up to a maximum of 5 hard copies plus one electronic pdf of each report will be submitted to the City.

Section III. OWNER'S RESPONSIBILITY

The following items are, but not limited to, required from the City of Port Orange to complete the above identified tasks for this Task Order:

1. Database listing of residential and commercial property addresses located within the incorporated limits of Port Orange which are currently served with onsite wastewater treatment systems.
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3. Listing of all existing wastewater lift stations, including capacity, located within the City limits.
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5. Copies of City Comprehensive Plan sections addressing Planning and Development Services, Environmental Management, Water Resources and Utilities.

Section IV. SCOPE OF WORK NOT INCLUDED IN TASK ORDER

The following items are not included as part of this Task Order:

1. Development of a Geographical Information System for properties within the City limits which are presently utilizing onsite wastewater treatment systems.
2. Development of public education materials pertaining to use of onsite wastewater treatment systems.
3. Preliminary design of proposed wastewater collection systems for identified neighborhoods using onsite wastewater treatment systems.
4. Development of a financial plan for the recommended capital improvement program.
5. Preparation of new ordinances, regulations or standards pertaining to the approval of onsite wastewater systems within the City's incorporated limits.

Section V. SCHEDULE

Work will begin within 3-days of receipt of a notice-to-proceed (NTP) and will be completed within 160 days of the NTP date.

Section VI. METHOD OF COMPENSATION

The total lump sum fee for the scope of work described above is \$62,234.00. The City shall compensate Wade Trim the lump sum fee for the scope of services as specified prior in this task order.

At the direction of the City of Port Orange, Wade Trim may be requested to provide additional services. These additional services will be provided at Wade Trim's standard hourly billing rates.

Section VII. ACCEPTANCE

If the above scope and fees meet your approval, please indicate by your signature in the space provided below and return one (1) signed copy which will constitute an "Agreement and Notice-to-Proceed" for the accomplishment of the work described herein.

WADE TRIM, INC.



Thomas A. Brzezinski, P.E.
Vice President

Date: 5/25/2016

City of Port Orange, Florida

Michael Johansson
City Manager

Date: _____



Project: Onsite Wastewater Treatment System Feasibility Evaluation
Client: City of Port Orange
Prepared By: Dan Burden
Date: May 11, 2016

Rate Schedule Used: Port Orange

TASKS		Task 1 - Property Identification	Task 2 - Criteria & Ranking Prioritization	Task 3 - Ranking of Neighborhood Service Areas	Task 4 - Collection System Alternatives	Task 5 - Collection System Improvements	Task 6 - Capital Improvement Plan	Task 7 - Policy & Ordinance Review	Task 8 - Final Report	TOTALS
CLASSIFICATION	RATE	HOURS \$	HOURS \$	HOURS \$	HOURS \$	HOURS \$	HOURS \$	HOURS \$	HOURS \$	HOURS \$
Project Manager Senior Professional Professional Engineer Professional Engineer CADD Senior CADD Technician Administration Administrative Technician QA/QC Senior Prof. Engineer 2	\$ 190.00	4 \$760.00	16 \$3,040.00	16 \$3,040.00	16 \$3,040.00	24 \$4,560.00	16 \$3,040.00	8 \$1,520.00	12 \$2,280.00	112 \$21,280.00
	\$ 109.00	32 \$3,488.00	40 \$4,360.00	32 \$3,488.00	48 \$5,232.00	52 \$5,668.00	32 \$3,488.00	16 \$1,744.00	24 \$2,616.00	276 \$30,084.00
	\$ 90.00	0 \$0.00	8 \$720.00	0 \$0.00	20 \$1,800.00	24 \$2,160.00	0 \$0.00	0 \$0.00	8 \$720.00	60 \$5,400.00
	\$ 58.00	4 \$232.00	4 \$232.00	4 \$232.00	4 \$232.00	4 \$232.00	4 \$232.00	4 \$232.00	12 \$696.00	40 \$2,320.00
	\$ 175.00	0 \$0.00	2 \$350.00	2 \$350.00	2 \$350.00	4 \$700.00	2 \$350.00	2 \$350.00	4 \$700.00	12 \$3,150.00
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TOTAL		8 \$4,480.00	30 \$8,702.00	22 \$7,110.00	42 \$10,654.00	56 \$13,320.00	22 \$7,110.00	14 \$3,846.00	36 \$7,012.00	521 \$62,234.00



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 07/19/2016

Consent item: Yes

SUBJECT: Award RFP #16-05 Virtual Desktop Infrastructure Solution to Extensys, Inc.,

DEPARTMENT: Administrative Services

GOAL: 6 - Organizational Excellence

OBJECTIVE:

RECOMMENDED MOTION: Move to approve RFP award #16-05 for Virtual Desktop Infrastructure Solution to Extensys, Inc. and approve Task Authorization No. 1 in an amount not to exceed \$249,470, and to authorize the Mayor and City Clerk to execute final contract documents as approved by the city manager and city attorney; and authorizing the city manager to renew annually in an amount not to exceed \$100,000.00 annually.

SUMMARY: RFP #16-05 was publicly advertised on 01/04/2016. Nine (9) submittals were received (see bid tabulation attached). The evaluation committee shortlisted the proposals to four (4) and follow-up interviews were scheduled. Subsequently, the committee selected Extensys, Inc. as the most qualified proposal according to the grading criteria.

Virtual Desktop Infrastructure (VDI) refers to the practice of hosting a desktop operating system within a virtual machine running on a centralized server. Unlike conventional PCs, a virtual desktop is hosted from the City's datacenter using powerful server infrastructure supporting the computing needs of multiple users simultaneously. Individual users access the virtual desktop environment using low-cost, energy efficient devices called thin clients, which have a significantly longer lifecycle than traditional PCs. There are numerous benefits to implementing VDI throughout an organization including enhanced security and data integrity, lower cost equipment, management flexibility, and energy savings. While the majority of the benefits of implementing VDI are qualitative, some quantitative statistics are available. According to the VMWare TCO/ROI calculator, we can reasonably expect to see an energy and cooling cost savings of approximately \$12,960 per year once fully implemented throughout the organization.

Extensys, Inc. will be providing all equipment and software licenses necessary to implement the infrastructure as well as installing, configuring, and training City IT staff on the administration and management of all software. Extensys, Inc. will fully virtualize a sample group of 15 client computers to verify proper operation and configuration as well as provide related knowledge transfer to Information Technology staff. Information Technology will then assume the responsibility of virtualizing the remaining approximately 435 computers.

The term of the contract is one year, with two optional one year renewals. Authorization for services will be by Task Authorization, subject to appropriation by City Council for the then current fiscal year. Task Authorization No. 1, in an amount not to exceed \$249,470, will authorize Extensys, Inc. to implement the infrastructure to support approximately 250 virtual desktops. Task Authorizations No. 2 and No. 3 will authorize Extensys, Inc. to implement the remaining infrastructure to support an additional 200 virtual desktops.

Project No.: ZMI058 Funding Account No.: 505-1000-519.64-15

ATTACHMENTS:

1.	Standard Contract for Services	Extensys Standard Contract for Services.pdf
2.	Task Authorization No. 1	TA No 1.pdf
3.	Equipment Proposal	FINAL_City of Port Orange_VDI Quote_Addtional RAM and Blade_extq10897-04.pdf
4.	Implementation Proposal	Extensys_ SOW- City of Port Orange - VDI-2406(V1).pdf
5.	RFP 16-05 Virtual Desktop Infrastructure	RFP 16-05 Virtual Desktop Final.pdf
6.	RFP 16-05 Initial Rankings	RFP16-05 Initial Ranking (03-24-16).pdf
7.	RFP 16-05 Final Rankings	RFP 16-05 Final Evaluation Ranking (04-15-16).pdf

James Hicks
Cindy DePina
Diana Fye
Tracey Riehm
Margaret Roberts
M. Jake Johansson

Created/Initiated - 06/08/2016
Approved - 06/13/2016
Approved - 06/13/2016
Approved - 06/14/2016
Approved - 07/14/2016
Final Approval - 07/14/2016



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2016, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **EXTENSYS, INC.**, a Florida corporation whose principal address is 253 Pine Avenue North, Building B, Oldsmar, Florida 34677 ("Contractor"). (The City and Contractor are collectively referred to herein as the "Parties.")

1. Provision of Services

- (a) The Contractor hereby agrees to provide the City of Port Orange with hardware, hardware licenses, software licenses, installation services, and warranty services to supply the foundation for Virtual Desktop Infrastructure ("VDI"), as further described in Request for Proposals Number 16-05 Virtual Desktop Infrastructure Solution and Extensys, Inc Proposal dated February 26, 2016, attached hereto as Exhibit "1."

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

Term: The term of this Contract shall commence on the last date the Contract is signed by the Parties and shall continue for a one (1) year period (the "Initial Term").

Renewals: Upon written mutual agreement of the Parties, this Contract may be renewed for three (3) optional one (1) year periods.

Manner and Place: As outlined in Exhibit "1," in accordance with and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances. Contractor shall not deliver goods or services without a Task Authorization(s), signed by an authorized agent of the City of Port Orange.

Time and Essence: Contractor acknowledges that time is of the essence for the Task Authorization(s) issued hereunder.

Authorization of Services: This Contract standing alone does not authorize the purchase of any goods or services or require the City to place any orders for goods or service. The City reserves the right to contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion. Authorization for performance of services by the Contractor under this Contract shall be in the form of written Task Authorization(s) issued and executed by an authorized agent of the City and signed by the Contractor. A sample Task Authorization is attached hereto as Exhibit "2."

2. City Obligations. In return for goods and services identified above, and upon successful training, system implementation, and deemed satisfactory by the Information Technology Manager, the City agrees to compensate Contractor the amount authorized in each Task Authorization. City acknowledges that if for any reason the City cancels the project, the City agrees to pay for the hours used to date. The City's obligation to pay Contractor under

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

3. Contract Administration. The Information Technology Manager, James Hicks, shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

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

5. Termination for Convenience of the City

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

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

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

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

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

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

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

- (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - (1) the cost of work performed or supplies delivered;

- (2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;
 - (3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.
- (ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 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. In the event of default by the contractor, the City reserves the right to procure the item(s) bid from other sources and holds the bidder responsible for excess costs incurred as a result. City Council may elect to refrain from doing business with the bidder as stipulated in City Code 2-276 Suspension and Disbarment.

8. Examination of Records

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

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

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

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

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

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

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

If Contractor does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Contractor may be subject to penalties under Section 119.10, Florida Statutes.

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

10. Termination for Non-Appropriation of Funds

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

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

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

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

13. Modifications or Changes to this Contract

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

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

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

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

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

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

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

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

17. **Inspection**

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

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

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

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

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

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

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

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

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

20. 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.

21. 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.

22. Controlling Law. **THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY,**

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

23. Additional Provisions. This Contract includes all additional provisions as may have been outlined in Request for Proposals Number 16-05, written quotes and purchase orders, and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work.

24. 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.

25. 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: James Hicks, Information Technology Manager 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5545
Contractor:	Extensys, Inc. Attention: Brian Hamm, President 253 Pine Avenue North Building B Palm Harbor, Florida 34685 (813) 855-3909 – Telephone (813) 855-3922 - Facsimile roland.feijoo@extensysinc.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.

26. 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.

27. 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:

EXTENSYS, INC.

Printed Name: _____

By: _____

Brian Hamm, President

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

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this ____ day of June, 2016, by Brian Hamm, as President of Extensys, 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 June, 2016, by Allen Green, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

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

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

Solution Proposal:

Overview

The City of Port Orange is requesting proposals from qualified prospective vendors for hardware, software licenses, installation services, and warranty services to supply the foundation for Virtual Desktop Infrastructure (hereafter referred to as "VDI"). Extensys is a qualified vendor for this RFP and is proposing our best possible technological solution. The City of Port Orange is seeking a supplier capable of providing a comprehensive, cost-effective solution based on all of the requirements encompassed within this RFP, a solution with a well-defined architecture using industry best practices, and a solution that includes a comprehensive plan for continuing service and support.

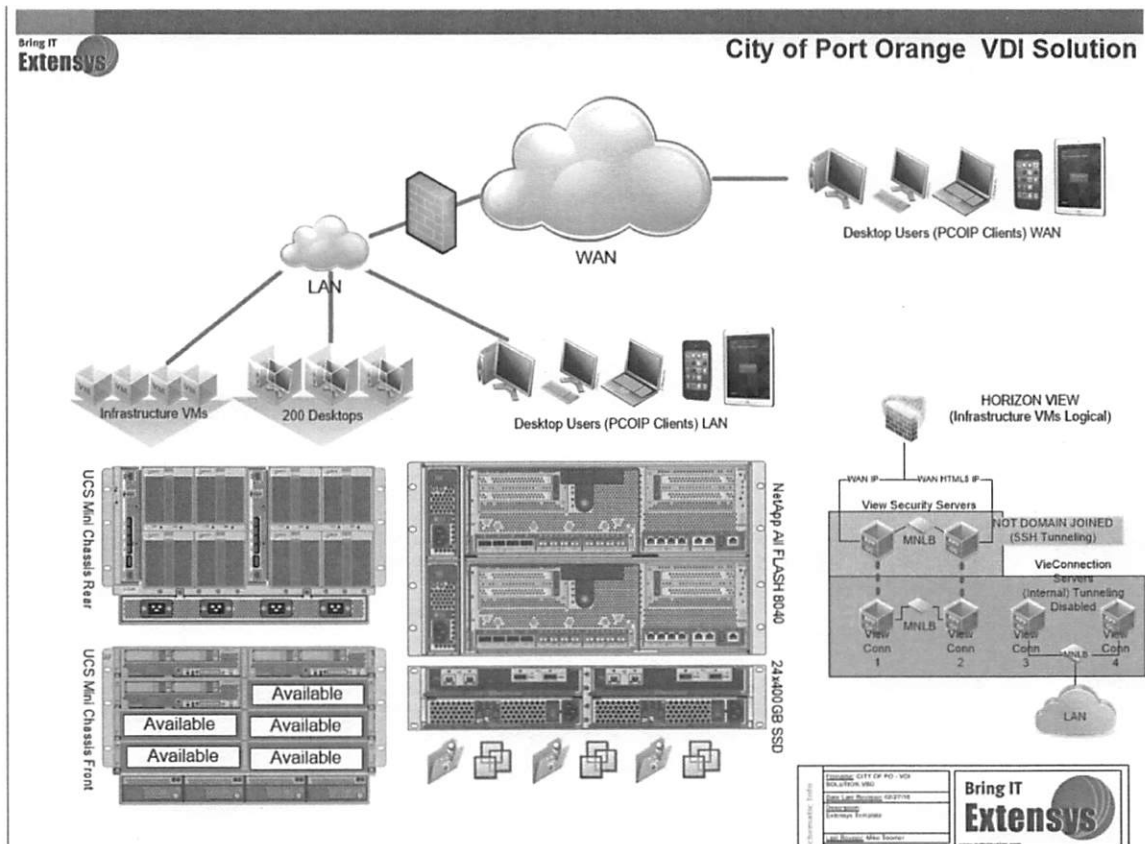
The scale of this project will be in three phases over a span of 3 years. Phase I will begin approximately in the spring of 2016 and will implement the infrastructure required to encompass VDI for approximately 200 workstations. Timelines for Phase II (150 workstations) and Phase III (100 workstations) will be determined upon completion of Phase I.

Extensys will provide City of Port Orange with a detailed design of the proposed VDI environment which will include server, storage, and VDI software.

The Extensys proposed VDI solution meets the following **Basic Requirements** as outlined in the RFP (pg 19 of Bid Document):

- The solution must contain all server hardware, storage, software, and software licenses required to fully implement a VDI solution.
- The solution must utilize the existing network infrastructure.
- The solution must have no single points of failure.
- The solution must be highly available with built-in redundancy.
- The solution must support end-users running on traditional workstations, thin clients, zero clients, or laptops.
- The solution must provide a consistent end user experience between sessions.
- The solution must support 200 concurrent VDI sessions (Phase I).
- The solution must be scalable to up to 450 concurrent VDI sessions (Phases II and III).
- The solution must be able to expand beyond 450 concurrent VDI sessions to allow for future growth.
- The solution must provide for a 24x7, 4-hour maximum response time warranty on all server hardware and storage for a term of three (3) years.

Project Design



Project Scope

Extensys will provide a detailed design document that can act as a build document for this project. The following scope outlines the details of the design document.

1. Virtual Infrastructure Hardware Design

- . 1.1. Extensys will analyze the detailed requirements of City of Port Orange and produce a best practice hardware design based on the requirements.
- . 1.2. Extensys has designed a flexible solution that will initially support Phase I (250 users) and scale to support Phase II & III (450 users total).
- . 1.3. Extensys' VDI design will include:
 - . Server requirements and configuration
 - . Storage requirements and configuration
 - . IP/Subnet configuration of all hardware devices
 - . Firmware requirements for all hardware
 - . Build sheets for blade and SAN infrastructure
 - . Rack diagrams in Visio
 - . Logical diagrams with network port configurations
 - . Datacenter network guidelines
 - . Wide Area Network guidelines
 - . QOS guidelines

2. Virtual Infrastructure Software Design

- . 2.1 Extensys will analyze the requirements of City of Port Orange and produce a best practice software design based on the requirements.
- . 2.2. Extensys will design a VMware Horizon View solution that will support 450 users at completion of Phase III. The initial pilot will be for 500 users, the software design will include this configuration along with the requirements for expanding the pod to 1,000 users.
- . 2.3. Extensys' software design will include:
 - . Active Directory changes (if required)
 - . DHCP/DNS changes (if required)
 - . VMware vCenter configuration
 - . VMware Horizon View Configuration including:
 - View Composer
 - View View Manager
 - View Connection Server
 - View Transfer Server
 - View Security Server

2.4. VMware horizon view image guidelines for up to 5 different images including:

- Linked clone guidelines
- View agent configuration
- Master image guidelines
- Persona and user data guidelines

3. Build Sheets

3.1. Extensys will provide all build sheets for all hardware that outline:

- IP Addresses for management
- Login Credentials
- Configuration of device
- Any special notes or requirements

The diagram (Figure 1) provides an architectural overview of a Horizon deployment and shows how the three main components, as well as multiple smaller components, work together to provide the virtual desktop infrastructure.

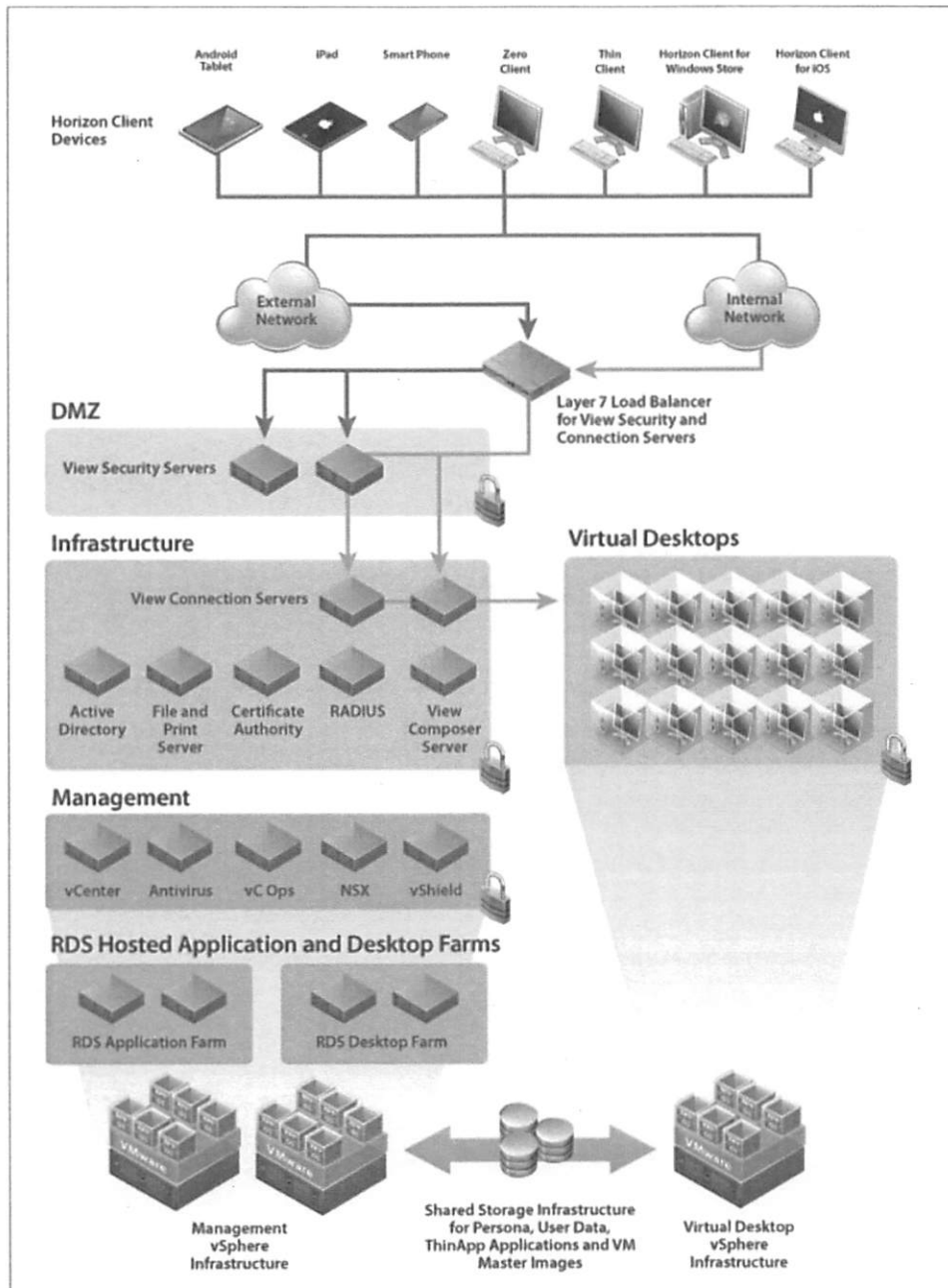


Figure 1: VMware Horizon with View Deployment and Components

SECTION 00090

SCOPE OF SERVICES AND REQUIREMENTS

Introduction

The City of Port Orange is requesting proposals from qualified prospective vendors for hardware, software licenses, installation services, and warranty services to supply the foundation for Virtual Desktop Infrastructure (hereafter referred to as "VDI"). This RFP will allow qualified offerors to propose their best possible technological solution. The City of Port Orange is seeking a supplier capable of providing a comprehensive, cost-effective solution based on all of the requirements encompassed within this RFP, a solution with a well-defined architecture using industry best practices, and a solution that includes a comprehensive plan for continuing service and support.

Overview

The specifications and requirements for this proposal are very open and vendor agnostic in order to give all proposers the opportunity to introduce their vision of a VDI implementation that demonstrates the best fit for the City of Port Orange.

Scale

The scale of this project will be in three phases over a span of 3 years. Phase I will begin approximately in the spring of 2016 and will implement the infrastructure required to encompass VDI for approximately 200 workstations. Timelines for Phase II (150 workstations) and Phase III (100 workstations) will be determined upon completion of Phase I. The awarded vendor of Phase I who has successfully completed implementation of VDI to the satisfaction of the City of Port Orange will continue with Phase II and III in the subsequent years.

TASK AUTHORIZATION NO. []
Standard Contract for Services dated []
Between the City of Port Orange, Florida and Extensys, Inc.

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **EXTENSYS, INC.**, a Florida corporation with its principal place of business at 253 Pine Avenue North, Building B, Oldsmar, Florida 34677 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Standard Contract for Services dated [], and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

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

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

Witnesses:

EXTENSYS, INC.

Printed Name: _____ By: _____
Brian Hamm, President

Printed Name: _____ Date: _____

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____ By: _____
Allen Green, Mayor

Printed Name: _____ Date: _____

Witnesses: ATTEST:

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

Printed Name: _____ Date: _____

[CA 5077]

TASK AUTHORIZATION NO. 1
Standard Contract for Services dated _____
Between the City of Port Orange, Florida and EXTENSYS, INC.

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **EXTENSYS, INC.**, a Florida corporation with its principal place of business at 253 Pine Avenue North, Building B, Oldsmar, Florida 34677 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Standard Contract for Services dated _____, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services relating to Extensys, Inc. Proposal dated February 26, 2016 as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "A."
3. Contractor shall complete the services to be provided herein within 365 days of the date of written notice by the City to the Contractor.
4. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "A" attached hereto and made a part hereof for all purposes, subject to a limit up to but not to exceed \$249,470.00. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.
5. This Task Authorization may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Task Authorization.

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

Witnesses:

EXTENSYS, INC.

Printed Name: _____ By: _____
Brian Hamm, President

Printed Name: _____ Date: _____

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____ By: _____
Allen Green, Mayor

Printed Name: _____ Date: _____

Witnesses:

ATTEST:

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

Printed Name: _____ Date: _____

[CA5077]



STATEMENT OF WORK GSA #GS-35F-0350Y

CUSTOMER INFORMATION:

SOW DATE	CUSTOMER NAME	SOW NAME	SOW NUMBER
May 19, 2016	City of Port Orange	VDI Implementation	2406

EXECUTIVE SUMMARY:

The City of Port Orange has engaged Extensys, Inc. (Extensys) to implement a full VDI solution leveraging vSphere Horizon view, Cisco UCS computing infrastructure, and Netapp Storage. Extensys will provide for complete installation, configuration, and knowledge transfer of this solution. Installation and configuration limited to equipment and software procured through Extensys for this project.

SCOPE:

- I. Discovery**
 - a. Understand the current landscape which includes "as-is" diagrams
 - i. Obtain new management IP addresses for hardware (Netapp, UCS, vSphere Horizon View)
 - ii. VLANs, Networks (inside/outside/DMZ)
 - b. Validate business requirements
 - i. Measurement of success
 - c. Validate solution and project requirements
 - d. Review customer change control process
 - e. Develop project approach
- II. Planning & Design**
 - a. Establish project team roles and responsibilities
 - b. Develop project schedule (cut over dates, change requests, etc.)
 - c. Project Diagrams
 - i. Rack diagrams
 - ii. Port mappings
 - iii. Logical network design
 - iv. VDI infrastructure design
- III. Execution**
 - a. Execution of plan & design
 - i. Datacenter Implementation:
 - 1. NetApp Storage Array
 - 2. Cisco UCS
 - a. UCS Firmware updates to the latest revision
 - b. Install VMware
 - c. Base configuration of VMware to support vSphere Horizon View
 - d. Base configuration of CIMC
 - 3. vSphere Horizon View

- a. Up to 5 base images
 - b. Configure Linked Clones
 - ii. Client Implementation
 - 1. Rollout of 15 pilot users (no more than)
 - 2. Configure Persona and user data for test group
 - 3. Documentation of client rollout process
 - 4. Thinapp up to 5 applications (application virtualization)
 - b. Develop "As built" diagrams
 - c. Knowledge transfer

DELIVERABLES:

- I. **Discovery**
 - a. Document "as-is" diagrams
 - b. Document business requirements
 - i. Measurement of success
 - c. Document solution and project requirements
 - d. Define project approach
 - e. Customer sign-off
- II. **Planning & Design**
 - a. Project Plan, timeline, and roles and responsibilities
 - b. Project Diagrams
 - i. Rack Diagrams
 - ii. Port Mappings / Logical Network Diagram
 - iii. VDI infrastructure Diagram
 - c. Customer sign-off
- III. **Execution**
 - a. Execution of plan & design
 - i. Datacenter Implementation:
 - 1. NetApp Storage Array installed and configured
 - 2. Cisco UCS installed and configured
 - 3. vSphere Horizon View installed and configured
 - 4. Client Implementation
 - a. Roll out to 15 users
 - b. Persona and user data configuration for test group
 - c. 5 applications virtualized and tested
 - b. "As built" diagrams
 - c. Knowledge transfer
 - i. Up to 16 hours of post implementation support
 - ii. Define runbooks for maintenance
 - iii. Documentation:
 - 1. Visio Diagrams
 - 2. Runbooks
 - 3. Procedure for Client Implementation
 - 4. Build Sheets



STATEMENT OF WORK
GSA #GS-35F-0350Y

- iv. Weekly Status Report
- v. Customer Sign-off

RISK & CONCERNS:

- I. None.

NOT INCLUDED:

- I. Any Hardware or software (required hardware and software will be procured separate of this SOW)
- II. Cabling, power, and cooling
- III. Racking and stacking hardware
- IV. More than 5 application virtualized
- V. More than 5 base images

INVESTMENT:

- ☒ Estimated Time and Materials
☐ Fixed Fee

DESCRIPTION (SELECT A TERM BELOW)	HOURS	RATE	TOTAL
Senior Server Storage Engineer	160	\$158.69	\$25,390.40
IT Project Manager	20	\$158.69	\$3,173.80
SIN 132 51			
GSA #GS-35-0350Y			
*Rate includes IFF			
Total	180		\$28,564.20

APPROVAL

DATE	NAME	SIGNATURE
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TERMS & CONDITIONS

Signing this agreement constitutes accepting terms and conditions located at [Extensys Terms and Conditions](#) or signed master services agreement.

Customer Initial _____



Extensys, Inc.
253B Pine Avenue North
Oldsmar, FL 34677
USA
813.855.3909 Office
813.855.3922 Fax

Q U O T E

City of Port Orange

Diana M. Fye, CPPB, FCPA
1000 City Center Circle
Port Orange, FL 32129
United States

dfye@port-orange.org

Number EXTQ10897-04

Jul 20, 2016

Extensys Team:

Chelsea Smith - 954-299-5817
Renato Nodarse - 646.265.1982
Loretta Zisk - 813.403.5544

Cisco UCS Mini plus Blades

Qty	Part #	Description	Unit List	Ext. List	Unit Price	Ext. Price	Disc
Cisco State Contract: NVP #AR233 (14-19) Participating Addendum for FL #43220000-WSCA-14-ACS							
4 Blades							
4	UCS-SPM-B200M4-S1	UCS SP Select B200M4 Std1 w/2xE52630 v3,8x16GB,VIC1340 + C1	\$0.00	\$0.00	\$0.00	\$0.00	0%
4	UCS-SP-B200M4-S1	(Not sold standalone)B200M4 Std1 w/2xE52630v3,8x16GB,VIC1340	\$11,627.00	\$46,508.00	\$6,573.51	\$26,294.04	43.4634%
4	CON-3SNTP-SMB20 OS1	3YR SMARTNET 24X7X4 UCS SP Select B200M4 Standard1 w/2xE5263	\$1,108.00	\$4,432.00	\$797.76	\$3,191.04	28%
8	UCS-CPU-E52630D	2.40 GHz E5-2630 v3/85W 8C/20MB Cache/DDR4 1866MHz	\$0.00	\$0.00	\$0.00	\$0.00	0%
32	UCS-MR-1X162RU-A	16GB DDR4-2133-MHz RDIMM/PC4-17000/dual rank/x4/1.2v	\$0.00	\$0.00	\$0.00	\$0.00	0%
8	UCS-SD-32G-S	32GB SD Card for UCS servers	\$162.00	\$1,296.00	\$91.59	\$732.72	43.463%
4	UCSB-MLOM-40G-03	Cisco UCS VIC 1340 modular LOM for blade servers	\$0.00	\$0.00	\$0.00	\$0.00	0%
8	UCSB-LSTOR-BK	FlexStorage blanking panels w/o controller, w/o drive bays	\$0.00	\$0.00	\$0.00	\$0.00	0%
4	UCSB-HS-EP-M4-F	CPU Heat Sink for UCS B200 M4/B420 M4 (Front)	\$0.00	\$0.00	\$0.00	\$0.00	0%
4	UCSB-HS-EP-M4-R	CPU Heat Sink for UCS B200 M4/B420 M4 (Rear)	\$0.00	\$0.00	\$0.00	\$0.00	0%
32	UCS-SPM-M16-RUA	16GB DDR4-2133-MHz RDIMM/PC4-17000/dual rank/x4/1.2v	\$637.00	\$20,384.00	\$360.15	\$11,524.80	43.462%
4	C1F2PUCK9-UCS-S PM	UCS SP Cisco ONE Foundation Perpetual UCS 1-9	\$1,282.00	\$5,128.00	\$724.82	\$2,899.28	43.462%
4	C1-EGW-DC-K9	Cisco ONE Energy Mgmt Perpetual Lic - 1 DC End Point	\$0.00	\$0.00	\$0.00	\$0.00	0%
8	C1-N1K-ESSTL	Nexus 1000V Essential Edition, Qty=2	\$0.00	\$0.00	\$0.00	\$0.00	0%
4	C1-PSC-F-1-K9	Cisco ONE Prime Service Catalog Foundation Per Server	\$0.00	\$0.00	\$0.00	\$0.00	0%
4	C1-UCD-VM	Cisco ONE UCS Director Foundation Compute Per Server (50 VM)	\$0.00	\$0.00	\$0.00	\$0.00	0%
4	C1-UPM-EE	Cisco ONE UCS Performance Manager Express Edition	\$0.00	\$0.00	\$0.00	\$0.00	0%
4	C1-UCS-MDMGR-1S	Cisco ONE UCS Multi-Domain Manager (Central) Per Server Lic	\$0.00	\$0.00	\$0.00	\$0.00	0%
4	C1-ICFB-4-1Y-K9	Cisco ONE Intercloud Fabric Bus 4 HCU's 1YR	\$0.00	\$0.00	\$0.00	\$0.00	0%
4	C1F2VUCS-01	Tracker PID v01 Fnd Perpetual UCS - no delivery	\$0.00	\$0.00	\$0.00	\$0.00	0%
SubTotal				\$77,748.00		\$44,641.88	
UCS-Mini Chassis with Fabric Interconnects							
1	UCS-SPM-MINI	UCS SP Select 5108 AC2 Chassis w/FI6324	\$23,600.00	\$23,600.00	\$9,971.00	\$9,971.00	57.75%
1	CON-3SNTP-SMBM MINI	3YR SMARTNET 24X7X4 UCS SP Select 5108 AC2 Chassis w/FI6324	\$732.00	\$732.00	\$527.04	\$527.04	28%

Continued On Next Page ...

Qty	Part #	Description	Unit List	Ext. List	Unit Price	Ext. Price	Disc
4	CAB-US515P-C19-US	NEMA 5-15 to IEC-C19 13ft US	\$0.00	\$0.00	\$0.00	\$0.00	0%
1	N01-UAC1	Single phase AC power module for UCS 5108	\$0.00	\$0.00	\$0.00	\$0.00	0%
1	N20-CAK	Accessory kit for UCS 5108 Blade Server Chassis	\$0.00	\$0.00	\$0.00	\$0.00	0%
8	N20-CBLKB1	Blade slot blanking panel for UCS 5108/single slot	\$0.00	\$0.00	\$0.00	\$0.00	0%
8	N20-FAN5	Fan module for UCS 5108	\$0.00	\$0.00	\$0.00	\$0.00	0%
1	UCSB-5108-PKG-HW	UCS 5108 Packaging for chassis with half width blades.	\$0.00	\$0.00	\$0.00	\$0.00	0%
4	UCSB-PSU-2500ACDV	2500W Platinum AC Hot Plug Power Supply - DV	\$0.00	\$0.00	\$0.00	\$0.00	0%
2	UCS-FI-M-6324	UCS 6324 In-Chassis FI with 4 UP, 1x40G Exp Port, 16 10Gb	\$0.00	\$0.00	\$0.00	\$0.00	0%
2	CON-3SNTP-FIM6324	3YR SNTC 24X7X4 UCS 6324 In-Chassis	\$1,077.00	\$2,154.00	\$775.44	\$1,550.88	28%
2	N10-MGT013	UCS Manager 3.0 for FI 6324 use only	\$0.00	\$0.00	\$0.00	\$0.00	0%
1	N20-FW014	UCS 5108 Blade Chassis FW Package 3.1	\$0.00	\$0.00	\$0.00	\$0.00	0%
4	GLC-T=	1000BASE-T SFP	\$395.00	\$1,580.00	\$226.14	\$904.56	42.7493%
4	SFP-H10GB-CU5M=	10GBASE-CU SFP+ Cable 5 Meter	\$150.00	\$600.00	\$85.88	\$343.52	42.75%
SubTotal				\$28,666.00		\$13,297.00	

35 Training Credits

3	TRN-CLC-000	10 Prepaid Training Credits:Redeem W/Cisco Learning Partners	\$1,000.00	\$3,000.00	\$972.50	\$2,917.50	2.75%
5	TRN-CLC-004	1 Prepaid Training Credits:Redeem W/Cisco Learning Partners	\$100.00	\$500.00	\$97.25	\$486.25	2.75%
SubTotal				\$3,500.00		\$3,403.75	

NASPO ValuePoint NetApp Inc. Master Price Agreement Number MNWNC-121 Florida NASPO ValuePoint Contract Number 43211500-WSCA-15-ACS NetApp

1	SW-2-CL-BASE	SW-2,Base,CL,Node	\$0.00	\$0.00	\$0.00	\$0.00	
1	AFF8040-R6		\$0.00	\$0.00	\$0.00	\$0.00	
2	AFF8040A-001-R6	AFF8040 HA System	\$8,600.00	\$17,200.00	\$2,622.18	\$5,244.36	
1	X6227-R6-C	Chassis,FAS8040/60/80 W/CNTRL Slots,AC PS,-C	\$0.00	\$0.00	\$0.00	\$0.00	
8	X6536-R6-C	Cable,Cntrlr-Shelf/Switch,5m,LC/LC,Op,-C	\$150.00	\$1,200.00	\$53.75	\$430.00	
4	X6558-R6-C	Cable,SAS Cntrlr-Shelf/Shelf-Shelf/HA,2m,-C	\$125.00	\$500.00	\$44.80	\$179.20	
2	X6561-R6-C	Cable,Ethernet,2m RJ45 CAT6,-C	\$0.00	\$0.00	\$0.00	\$0.00	
1	X6562-R6-C	Cable,Ethernet,5m RJ45 CAT6,-C	\$0.00	\$0.00	\$0.00	\$0.00	
2	X6566B-05-R6-C	Cable,Direct Attach CU SFP+ 10G,0.5M,-C	\$60.00	\$120.00	\$57.48	\$114.96	
2	X2065A-EN-R6-C	HBA SAS 4-Port Copper 3/6 Gb QSFP PCIe,EN,-C	\$1,400.00	\$2,800.00	\$501.73	\$1,003.46	
1	DS2246-AF096-24S-0P-R6-C	SSD SHLF,AFF,24x400GB,0P,-C	\$45,810.00	\$45,810.00	\$23,044.57	\$23,044.57	
96	SW-FLASHBNDL-C	SW,Flashbndl ,Per-0.1TB,-C	\$645.00	\$61,920.00	\$231.15	\$22,190.40	
1	X5515A-R6-C	Rackmount Kit,4N2,DS14-Middle,-C,R6	\$100.00	\$100.00	\$35.84	\$35.84	
1	X5526A-R6-C	Rackmount Kit,4-Post,Universal,-C,R6	\$0.00	\$0.00	\$0.00	\$0.00	
1	ALL-FLASH-OPTIMIZED	Optimized SSD Personality	\$0.00	\$0.00	\$0.00	\$0.00	
1	DOC-AFF80X0-C	Documents,AFF80X0,-C	\$0.00	\$0.00	\$0.00	\$0.00	
4	X1558A-R6-C	Power Cable,In-Cabinet,48-IN,C13-C14,-C	\$0.00	\$0.00	\$0.00	\$0.00	
1	CS-INSTALL-AFF	Base Installation, All Flash FAS System	\$5,000.00	\$5,000.00	\$4,222.48	\$4,222.48	
8	X6599A-R6-C	SFP+ Optical 10Gb Shortwave,FAS80X0,-C	\$795.00	\$6,360.00	\$370.91	\$2,967.28	
1	CS-O2-4HR-VA	SupportEdge Premium 4hr Onsite,VA	\$11,814.30	\$11,814.30	\$5,670.86	\$5,670.86	
SubTotal				\$152,824.30		\$65,103.41	

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Qty	Part #	Description	Unit List	Ext. List	Unit Price	Ext. Price	Disc
60	ED-TU-1-ZA	Training Units,1,ZA,Exp.1yr from invoice date	\$75.00	\$4,500.00	\$63.56	\$3,813.60	15.25%
		SubTotal		\$4,500.00		\$3,813.60	
OPEN MARKET							
Server							
2	P73-06285	OLP SNGL LANG WIN SVR STD 2012R2 NL 2PROC	\$883.00	\$1,766.00	\$800.60	\$1,601.20	
200	R18-04281	WINSVRCAL 2012 SNGL OLP NL USRCAL	\$38.00	\$7,600.00	\$35.42	\$7,084.00	
		SubTotal		\$9,366.00		\$8,685.20	
Desktop							
200	4ZF-00014	AE VDA SNGL LANG SUB VL OLV NL 12MO AP PER DEV	\$112.44	\$22,488.00	\$103.34	\$20,668.00	
		SubTotal		\$22,488.00		\$20,668.00	
2	HZ-STD-100-C	VMware Horizon View Standard Edition: 100 Pack (CCU) Includes vSphere 5 Desktop, View Manager 6, View Composer, Persona Management, ThinApp (Packager, Client, Workstation), and vCenter Desktop licensed for 100 concurrent connections. SnS Required & Sold Separately	\$25,000.00	\$50,000.00	\$23,224.21	\$46,448.42	
2	HZ-STD-100-P-SSS-C	Production Support/Subscription for VMware Horizon View Standard Edition: 100 Pack (CCU) for 1 year Technical Support, 24 Hour Sev 1 Support -- 7 days a week.	\$6,250.00	\$12,500.00	\$6,104.18	\$12,208.36	
		SubTotal		\$62,500.00		\$58,656.78	
Training							
1	VM-HV-ICM-6	Horizon (with View): Install Configure Manage [V6.0]	\$3,295.00	\$3,295.00	\$2,636.00	\$2,636.00	
						SubTotal	\$220,905.62
						Est. Tax	\$0.00
						Total	\$220,905.62

NOTES:
1. Pricing is exclusive of Freight charges and Taxes. 2. Prices reflect standard manufacturers warranty unless otherwise noted. 3. All equipment orders require a Purchase Order. A Purchase Order constitutes acceptance of these terms. 4. All trade in prices are subject to verification and approval by the manufacturer. 5. Services require a signed statement of work. Pricing includes pre-sales design consulting services. 6. Prices are valid for 5 days from the quote date and are subject to the manufacturer's special pricing not changing. 7. Product specs, performance or suitability are per manufacturer's published literature only. No RMA's beyond warranty. 8. ~~Overdue invoice's are subject to \$100 late fee and 1.5% interest charged on the outstanding balance. An additional 1.5% will be added to the outstanding balance on the first of each month past due. Invoices that are 90 days past due are subject to collection fees, late fees, and interest.~~ 9. Extensys, Inc. Invoices on products shipped. The manufacturer and /or distributor may ship partial orders, in these situations customers will receive partial shipments and agree to pay partial invoices. We recommend partial orders not be opened until you have your entire order and have verified the part numbers and quantities, opened products can not be returned. In any case products can only be returned if the manufacturer or supplier provides Extensys, Inc. an RMA. In the unlikely event that equipment is DOA, replacement product will be shipped these items are managed as warranty issues so they are not refunded they are replaced. Contact us immediately if you receive incorrect parts or quantities. 10.Payment terms unless otherwise noted are Net15. 11. All quotes include a 5% discount for Cash, EFT, or Check payment.

City of Port Orange

Diana M. Fye, CPPB, FCPA
1000 City Center Circle
Port Orange, FL 32129
United States

dfye@port-orange.org

Number EXTQ10897-04

May 26, 2016

Extensys Team:

Chelsea Smith - 954-299-5817
Renato Nodarse - 646.265.1982
Loretta Zisk - 813.403.5544

Cisco UCS Mini plus Blades

Qty	Part #	Description	Unit Price	Ext. Price
Cisco State Contract: NVP #AR233 (14-19) Participating Addendum for FL #43220000-WSCA-14-ACS				
4 Blades				
4	UCS-SPM-B200M4-S1	UCS SPSelect B200M4 Std1 w/2xE52630 v3,8x16GB,VIC1340 + C1	\$0.00	\$0.00
4	UCS-SP-B200M4-S1	(Not sold standalone)B200M4 Std1 w/2xE52630v3,8x16GB,VIC1340	\$6,573.51	\$26,294.04
4	CON-3SNTP-SMB200S1	3YR SMARTNET 24X7X4 UCS SP Select B200M4 Standard1 w/2xE5263	\$797.76	\$3,191.04
8	UCS-CPU-E52630D	2.40 GHz E5-2630 v3/85W 8C/20MB Cache/DDR4 1866MHz	\$0.00	\$0.00
32	UCS-MR-1X162RU-A	16GB DDR4-2133-MHz RDIMM/PC4-17000/dual rank/x4/1.2v	\$0.00	\$0.00
8	UCS-SD-32G-S	32GB SD Card for UCS servers	\$91.59	\$732.72
4	UCSB-MLOM-40G-03	Cisco UCS VIC 1340 modular LOM for blade servers	\$0.00	\$0.00
8	UCSB-LSTOR-BK	FlexStorage blanking panels w/o controller, w/o drive bays	\$0.00	\$0.00
4	UCSB-HS-EP-M4-F	CPU Heat Sink for UCS B200 M4/B420 M4 (Front)	\$0.00	\$0.00
4	UCSB-HS-EP-M4-R	CPU Heat Sink for UCS B200 M4/B420 M4 (Rear)	\$0.00	\$0.00
32	UCS-SPM-M16-RUA	16GB DDR4-2133-MHz RDIMM/PC4-17000/dual rank/x4/1.2v	\$360.15	\$11,524.80
4	C1F2PUCSK9-UCS-SPM	UCS SP Cisco ONE Foundation Perpetual UCS 1-9	\$724.82	\$2,899.28
4	C1-EGW-DC-K9	Cisco ONE Energy Mgmt Perpetual Lic - 1 DC End Point	\$0.00	\$0.00
8	C1-N1K-ESSTL	Nexus 1000V Essential Edition, Qty=2	\$0.00	\$0.00
4	C1-PSC-F-1-K9	Cisco ONE Prime Service Catalog Foundation Per Server	\$0.00	\$0.00
4	C1-UCD-VM	Cisco ONE UCS Director Foundation Compute Per Server (50 VM)	\$0.00	\$0.00
4	C1-UPM-EE	Cisco ONE UCS Performance Manager Express Edition	\$0.00	\$0.00
4	C1-UCS-MDMGR-1S	Cisco ONE UCS Multi-Domain Manager (Central) Per Server Lic	\$0.00	\$0.00
4	C1-ICFB-4-1Y-K9	Cisco ONE Intercloud Fabric Bus 4 HCU's 1YR	\$0.00	\$0.00
4	C1F2VUCS-01	Tracker PID v01 Fnd Perpetual UCS - no delivery	\$0.00	\$0.00
SubTotal				\$44,641.88
UCS-Mini Chassis with Fabric Interconnects				
1	UCS-SPM-MINI	UCS SP Select 5108 AC2 Chassis w/FI6324	\$9,971.00	\$9,971.00
1	CON-3SNTP-SMBMMINI	3YR SMARTNET 24X7X4 UCS SP Select 5108 AC2 Chassis w/FI6324,	\$527.04	\$527.04
4	CAB-US515P-C19-US	NEMA 5-15 to IEC-C19 13ft US	\$0.00	\$0.00
1	N01-UAC1	Single phase AC power module for UCS 5108	\$0.00	\$0.00
1	N20-CAK	Accessory kit for UCS 5108 Blade Server Chassis	\$0.00	\$0.00
8	N20-CBLKB1	Blade slot blanking panel for UCS 5108/single slot	\$0.00	\$0.00
8	N20-FAN5	Fan module for UCS 5108	\$0.00	\$0.00
1	UCSB-5108-PKG-HW	UCS 5108 Packaging for chassis with half width blades.	\$0.00	\$0.00

Continued On Next Page ...

Qty	Part #	Description	Unit Price	Ext. Price
4	UCSB-PSU-2500ACDV	2500W Platinum AC Hot Plug Power Supply - DV	\$0.00	\$0.00
2	UCS-FI-M-6324	UCS 6324 In-Chassis FI with 4 UP, 1x40G Exp Port, 16 10Gb	\$0.00	\$0.00
2	CON-3SNTP-FIM6324	3YR SNTC 24X7X4 UCS 6324 In-Chassis	\$775.44	\$1,550.88
2	N10-MGT013	UCS Manager 3.0 for FI 6324 use only	\$0.00	\$0.00
1	N20-FW014	UCS 5108 Blade Chassis FW Package 3.1	\$0.00	\$0.00
4	GLC-T=	1000BASE-T SFP	\$226.14	\$904.56
4	SFP-H10GB-CU5M=	10GBASE-CU SFP+ Cable 5 Meter	\$85.88	\$343.52
SubTotal				\$13,297.00
35 Training Credits				
3	TRN-CLC-000	10 Prepaid Training Credits:Redeem W/Cisco Learning Partners	\$972.50	\$2,917.50
5	TRN-CLC-004	1 Prepaid Training Credits:Redeem W/Cisco Learning Partners	\$97.25	\$486.25
SubTotal				\$3,403.75
NASPO ValuePoint NetApp Inc. Master Price Agreement				
Number MNWNC-121				
Florida NASPO ValuePoint Contract Number				
43211500-WSCA-15-ACS				
NetApp				
1	SW-2-CL-BASE	SW-2,Base,CL,Node	\$0.00	\$0.00
1	AFF8040-R6		\$0.00	\$0.00
2	AFF8040A-001-R6	AFF8040 HA System	\$2,622.18	\$5,244.36
1	X6227-R6-C	Chassis,FAS8040/60/80 W/CNTRL Slots,AC PS,-C	\$0.00	\$0.00
8	X6536-R6-C	Cable,Cntlr-Shelf/Switch,5m,LC/LC,Op,-C	\$53.75	\$430.00
4	X6558-R6-C	Cable,SAS Cntlr-Shelf/Shelf-Shelf/HA,2m,-C	\$44.80	\$179.20
2	X6561-R6-C	Cable,Ethernet,2m RJ45 CAT6,-C	\$0.00	\$0.00
1	X6562-R6-C	Cable,Ethernet,5m RJ45 CAT6,-C	\$0.00	\$0.00
2	X6566B-05-R6-C	Cable,Direct Attach CU SFP+ 10G,0.5M,-C	\$57.48	\$114.96
2	X2065A-EN-R6-C	HBA SAS 4-Port Copper 3/6 Gb QSFP PCIe,EN,-C	\$501.73	\$1,003.46
1	DS2246-AF096-24S-0P-R6-C	SSD SHLF,AFF,24x400GB,0P,-C	\$23,044.57	\$23,044.57
96	SW-FLASHBNDL-C	SW,Flashbndl ,Per-0.1TB,-C	\$231.15	\$22,190.40
1	X5515A-R6-C	Rackmount Kit,4N2,DS14-Middle,-C,R6	\$35.84	\$35.84
1	X5526A-R6-C	Rackmount Kit,4-Post,Universal,-C,R6	\$0.00	\$0.00
1	ALL-FLASH-OPTIMIZED	Optimized SSD Personality	\$0.00	\$0.00
1	DOC-AFF80X0-C	Documents,AFF80X0,-C	\$0.00	\$0.00
4	X1558A-R6-C	Power Cable,In-Cabinet,48-IN,C13-C14,-C	\$0.00	\$0.00
1	CS-INSTALL-AFF	Base Installation, All Flash FAS System	\$4,222.48	\$4,222.48
8	X6599A-R6-C	SFP+ Optical 10Gb Shortwave,FAS80X0,-C	\$370.91	\$2,967.28
1	CS-O2-4HR-VA	SupportEdge Premium 4hr Onsite,VA	\$5,670.86	\$5,670.86
SubTotal				\$65,103.41
60	ED-TU-1-ZA	Training Units,1,ZA,Exp.1yr from invoice date	\$63.56	\$3,813.60
SubTotal				\$3,813.60
OPEN MARKET				
Server				
2	P73-06285	OLP SNGL LANG WIN SVR STD 2012R2 NL 2PROC	\$800.60	\$1,601.20
200	R18-04281	WINSVR CAL 2012 SNGL OLP NL USRCAL	\$35.42	\$7,084.00

Continued On Next Page ...

Qty	Part #	Description	Unit Price	Ext. Price
SubTotal				\$8,685.20
Desktop				
200	4ZF-00014	AE VDA SNGL LANG SUB VL OLV NL 12MO AP PER DEV	\$103.34	\$20,668.00
SubTotal				\$20,668.00
2	HZ-STD-100-C	VMware Horizon View Standard Edition: 100 Pack (CCU) Includes vSphere 5 Desktop, View Manager 6, View Composer, Persona Management, ThinApp (Packager, Client, Workstation), and vCenter Desktop licensed for 100 concurrent connections. SnS Required & Sold Separately	\$23,224.21	\$46,448.42
2	HZ-STD-100-P-SSS-C	Production Support/Subscription for VMware Horizon View Standard Edition: 100 Pack (CCU) for 1 year Technical Support, 24 Hour Sev 1 Support -- 7 days a week.	\$6,104.18	\$12,208.36
SubTotal				\$58,656.78
Training				
1	VM-HV-ICM-6	Horizon (with View): Install Configure Manage [V6.0]	\$2,636.00	\$2,636.00
			<i>SubTotal</i>	<i>\$ 220,905.62</i>
			Est. Tax	\$0.00
			Total	\$220,905.62

NOTES:

1. Pricing is exclusive of Freight charges and Taxes. 2. Prices reflect standard manufacturers warranty unless otherwise noted. 3. All equipment orders require a Purchase Order. A Purchase Order constitutes acceptance of these terms. 4. All trade in prices are subject to verification and approval by the manufacturer. 5. Services require a signed statement of work. Pricing includes pre-sales design consulting services. 6. Prices are valid for 5 days from the quote date and are subject to the manufacturer's special pricing not changing. 7. Product specs, performance or suitability are per manufacturer's published literature only. No RMA's beyond warranty. 8. Overdue invoice's are subject to \$100 late fee and 1.5% interest charged on the outstanding balance. An additional 1.5% will be added to the outstanding balance on the first of each month past due. Invoices that are 90 days past due are subject to collection fees, late fees, and interest. 9. Extensys, Inc. Invoices on products shipped. The manufacturer and /or distributor may ship partial orders, in these situations customers will receive partial shipments and agree to pay partial invoices. We recommend partial orders not be opened until you have your entire order and have verified the part numbers and quantities, opened products can not be returned. In any case products can only be returned if the manufacturer or supplier provides Extensys, Inc. an RMA. In the unlikely event that equipment is DOA, replacement product will be shipped these items are managed as warranty issues so they are not refunded they are replaced. Contact us immediately if you receive incorrect parts or quantities. 10. Payment terms unless otherwise noted are Net15. 11. All quotes include a 5% discount for Cash, EFT, or Check payment.

CUSTOMER INFORMATION:

SOW DATE	CUSTOMER NAME	SOW NAME	SOW NUMBER
May 19, 2016	City of Port Orange	VDI Implementation	2406

EXECUTIVE SUMMARY:

The City of Port Orange has engaged Extensys, Inc. (Extensys) to implement a full VDI solution leveraging vSphere Horizon view, Cisco UCS computing infrastructure, and Netapp Storage. Extensys will provide for complete installation, configuration, and knowledge transfer of this solution. Installation and configuration limited to equipment and software procured through Extensys for this project.

SCOPE:

I. Discovery

- a. Understand the current landscape which includes "as-is" diagrams
 - i. Obtain new management IP addresses for hardware (Netapp, UCS, vSphere Horizon View)
 - ii. VLANs, Networks (inside/outside/DMZ)
- b. Validate business requirements
 - i. Measurement of success
- c. Validate solution and project requirements
- d. Review customer change control process
- e. Develop project approach

II. Planning & Design

- a. Establish project team roles and responsibilities
- b. Develop project schedule (cut over dates, change requests, etc.)
- c. Project Diagrams
 - i. Rack diagrams
 - ii. Port mappings
 - iii. Logical network design
 - iv. VDI infrastructure design

III. Execution

- a. Execution of plan & design
 - i. Datacenter Implementation:
 1. NetApp Storage Array
 2. Cisco UCS
 - a. UCS Firmware updates to the latest revision
 - b. Install VMware
 - c. Base configuration of VMware to support vSphere Horizon View
 - d. Base configuration of CIMC
 3. vSphere Horizon View

- a. Up to 5 base images
 - b. Configure Linked Clones
- ii. Client Implementation
 - 1. Rollout of 15 pilot users (no more than)
 - 2. Configure Persona and user data for test group
 - 3. Documentation of client rollout process
 - 4. Thinapp up to 5 applications (application virtualization)
- b. Develop "As built" diagrams
- c. Knowledge transfer

DELIVERABLES:

I. Discovery

- a. Document "as-is" diagrams
- b. Document business requirements
 - i. Measurement of success
- c. Document solution and project requirements
- d. Define project approach
- e. Customer sign-off

II. Planning & Design

- a. Project Plan, timeline, and roles and responsibilities
- b. Project Diagrams
 - i. Rack Diagrams
 - ii. Port Mappings / Logical Network Diagram
 - iii. VDI infrastructure Diagram
- c. Customer sign-off

III. Execution

- a. Execution of plan & design
 - i. Datacenter Implementation:
 - 1. NetApp Storage Array installed and configured
 - 2. Cisco UCS installed and configured
 - 3. vSphere Horizon View installed and configured
 - 4. Client Implementation
 - a. Roll out to 15 users
 - b. Persona and user data configuration for test group
 - c. 5 applications virtualized and tested
- b. "As built" diagrams
- c. Knowledge transfer
 - i. Up to 16 hours of post implementation support
 - ii. Define runbooks for maintenance
 - iii. Documentation:
 - 1. Visio Diagrams
 - 2. Runbooks
 - 3. Procedure for Client Implementation
 - 4. Build Sheets



STATEMENT OF WORK

GSA #GS-35F-0350Y

- iv. Weekly Status Report
- v. Customer Sign-off

RISK & CONCERNS:

- I. None.

NOT INCLUDED:

- I. Any Hardware or software (required hardware and software will be procured separate of this SOW)
- II. Cabling, power, and cooling
- III. Racking and stacking hardware
- IV. More than 5 application virtualized
- V. More than 5 base images

INVESTMENT:

- ☒ Estimated Time and Materials
- ☐ Fixed Fee

DESCRIPTION (SELECT A TERM BELOW)	HOURS	RATE	TOTAL
Senior Server Storage Engineer	160	\$158.69	\$25,390.40
IT Project Manager	20	\$158.69	\$3,173.80
SIN 132 51			
GSA #GS-35-0350Y			
*Rate includes IFF			
Total	180		\$28,564.20

APPROVAL

DATE	NAME	SIGNATURE
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TERMS & CONDITIONS

Signing this agreement constitutes accepting terms and conditions located at [Extensys Terms and Conditions](#) or signed master services agreement.

CITY OF PORT ORANGE, FLORIDA

Virtual Desktop Infrastructure Solution RFP #16-05



Prepared by:

City of Port Orange Purchasing Division

December 2015

Release date: **January 4, 2016**

Non -Mandatory pre-proposal meeting: **January 18, 2016 at 10:30 a.m.**

Last day for questions: **January 25, 2016 at 5:00 p.m.**

Proposal due date and time: **February 8, 2016 at 2:30 p.m.**

City of Port Orange, Florida
1000 City Center Circle
Port Orange, FL 32129
(386) 506-5718

dfye@port-orange.org

www.port-orange.org



SECTION 00020

Legal Notice to Proposers RFP #16-05 Virtual Desktop Infrastructure Solution

Notice is hereby given that the City of Port Orange is soliciting proposals for a Virtual Desktop Infrastructure Solution. Proposals will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida until **2:30 P.M. on February 8, 2016** which may be amended by addendum issued by the City. All untimely proposals will not be considered and will be returned to the proposer unopened. All proposals will be evaluated to ensure they contain all required forms in order to deem the proposer responsive or non-responsive. Proposals will be opened and read aloud at 2:30 P.M. in council chambers.

There will be a Non-Mandatory pre-proposal meeting for the project at **10:30 A.M.** (local time) on **January 18, 2016** at City Hall, Council Chambers (1st floor) 1000 City Center Circle, Port Orange, Florida 32129. Although the Pre-Bid meeting is not mandatory, it will offer potential bidders the opportunity to ask questions and discuss the projects specifications directly with staff.

DESCRIPTION: Virtual Desktop Infrastructure Solution

All proposals are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-256, and all proposals will be evaluated in accordance with the provisions thereof. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida 32129, and at www.municode.com. Local vendors may be given a local preference pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-275.

Copies of the proposal documents, requirements, scope of service and all other pertinent information necessary to submit a complete package may be obtained electronically from Onvia (DemandStar) via their website at www.demandstar.com or from Diana M. Fye, CPPB, FCPA, Purchasing Manager, 1000 City Center Circle, Port Orange, Florida 32129 via email dfye@port-orange.org. All questions shall be directed **in writing** to the Purchasing Manager, Diana M. Fye, CPPB, FCPA, dfye@port-orange.org and reference "Questions on RFP #16-05 Virtual Desktop Infrastructure Solution" in the subject line. Last day for questions will be **January 25, 2016**.

All proposers are required to complete and submit a Public Entity Crime Statement, the Anti-Collusion Statement, and Drug Free Tie Proposal Preference Statement, as well as other documents as required by the solicitation.

No proposals received after the time and date specified for the opening will be considered. The City of Port Orange, Florida reserves the right to reject any and all proposals, to waive any and all non-substantial irregularity in Proposals received, whenever such waiver or rejection is in the best interest of the City.

Proposals shall be **submitted in the City Clerk's office** with one (1) original, five (5) copies and one (1) digital (CD or flash drive) version, addressed to Diana M. Fye, CPPB, FCPA, Purchasing Manager, Finance Department, City Hall, 1000 City Center Circle, Port Orange, Florida 32129 in a **SEALED ENVELOPE** plainly marked on the outside: **"RFP #16-05 Virtual Desktop Infrastructure Solution"**.

Diana M. Fye, CPPB, FCPA, Purchasing Manager
Legal Ad - One Time – **January 4, 2016**

SECTION 00025

TABLE OF CONTENTS CITY OF PORT ORANGE RFP #16-05 Virtual Desktop Infrastructure Solution

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00050	Proposer's Submittal Checklist
00060	Standard Purchase Definitions
00070	General Requirements for RFP's
00080	Additional Information
00090	Scope of Services & Requirements for RFP
00100	Local Business Affidavit
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00120	Anti-Collusion Statement
00130	Drug Free Preference Statement
00140	Standard City of Port Orange Contract Documents
00150	Exhibit A
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SECTION 00030



City of Port Orange

Purchasing Division
1000 City Center Circle
Port Orange, Florida 32129
Telephone (386) 506-5718
Fax (386) 506-5711

RFP #16-05

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: Virtual Desktop Infrastructure Solution

RFP RELEASE DATE: January 4, 2016

NON-MANDATORY PRE-BID MEETING DATE & TIME: January 18, 2016 at 10:30 a.m. City Hall Chambers

RFP DEADLINE FOR QUESTIONS: January 25, 2016 at 5:00 P.M.

RFP DUE DATE & TIME: February 8, 2016 at 2:30 p.m. City Hall, City Clerk's Office

Proposals Received After the Above Date and Time Will Not Be Considered.

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

PROPOSER'S COMPANY NAME: _____

PROPOSER'S COMPANY MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

PHONE NUMBER: _____ EMAIL: _____

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

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

X _____
AUTHORIZED SIGNATURE (MANUAL)

NAME (TYPED)

TITLE

DATED

SECTION 00040



City of Port Orange

Purchasing Division
1000 City Center Circle
Port Orange, Florida 32129
Telephone (386) 506-5718
Fax (386) 506-5711

PROPOSER'S CHECKLIST

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

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

SECTION 00050

PROPOSER'S SUBMITTAL CHECKLIST



City of Port Orange

Purchasing Division
1000 City Center Circle
Port Orange, Florida 32129
Telephone (386) 506-5718
Fax (386) 506-5711

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

Proposer's Submittal Checklist:

Envelope: (1) original, (5) copies and (1) digital (CD or flash drive) version of the proposal (tabbed, indexed and in the following order)

- ☐ 1. Table of Contents (Section 00025)
- ☐ 2. Proposer Acknowledgement Form (Section 00030)
- ☐ 3. Letter of Interest (Section 00090)
- ☐ 4. Proposer's Checklist (Section 00040)
- ☐ 5. Listing of Previous Experience (Section 00090)
- ☐ 6. Staff Qualifications (Section 00090)
- ☐ 7. Methodology and Implementation Process (Section 00090)
- ☐ 8. Public Entity Crime Statement: (Section 00110)
- ☐ 9. Anti-Collusion Statement (Section 00120)
- ☐ 10. Drug Free/Tie Preference Statement (Section 00130)
- ☐ 11. Insurance Certificates – Submit a Copy (Section 00080)
- ☐ 12. Fee Proposal. (Section 00090)
- ☐ 13. Local Business Affidavit – (Section 00100, Optional)
- ☐ 14. Exceptions, if applicable

SECTION 00060

CITY OF PORT ORANGE PURCHASING DIVISION

STANDARD PURCHASE DEFINITIONS

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

1. Addendum means a written instrument issued by the Contract Awarding Authority that modifies or clarifies the Solicitation prior to the Due Date. "Addenda" is the plural form of the word.
2. Alternate Bid means multiple Bids with substantive variations from the same Bidder in response to a Solicitation.
3. Appropriate, Appropriated, or Appropriation means the adoption by the City Council of the City of a budget for a fiscal year that includes payments to be made under the Contract during the respective fiscal year.
4. Bid is a complete, properly signed response to an invitation for bid, which if accepted, would bind the Bidder to perform the resultant Contract.
5. Bidder or Proposer is a person, firm, or entity that submits a Bid in response to a Solicitation. Any Bidder/Proposer may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status.
6. Bid Guaranty guarantees that the Bidder (a) will not withdraw the Bid within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Bidder upon execution of a Contract.
7. Bids are responses to an Invitation for Bids.
8. City means the City of Port Orange.
9. Construction means the construction, repair, rehabilitation, alteration, conversion or extension of building, parks, utilities, streets or other improvements or alterations to real property.
10. Contractor means the person, firm or entity selling goods or services to the City under a Contract.
11. Deliverables means the goods, products, materials, and/or services to be provided to the City by a Bidder.
12. Due Date means the date and time specified for receipt of Bids.
13. Goods are supplies, materials, or equipment.
14. Invitation for Bid (IFB) or Bid means a Solicitation requesting pricing for a specified Good or Service which has been advertised for Bid in a newspaper.
15. Lowest Responsible Bid means the Bid meeting all requirements of the specifications, terms, and conditions of the Invitation for Bid resulting in the lowest cost to the City in a total cost concept or based solely on price, taking into consideration the financial and practical ability of the

Bidder to perform the Contract, past performance of the Bidder, and compliance with all City ordinances concerning the purchasing process.

16. Lowest Responsible Bidder means the Bidder submitting Lowest Responsible Bid.
17. Non-Professional Services are services performed that are not of a professional nature such as lawn care, security, janitorial, etc.
18. Offer means a complete signed response submitted to the City in response to a Solicitation including, but not limited to, a Bid submitted in response to an Invitation for Bid, a proposal submitted in response to a Request for Proposal, a quote submitted in response to a Request for Quotation, or a statement of qualifications and interest submitted in response to a Request for Qualifications.
19. Pre-Bid Conference means a conference conducted by the Purchasing Office, held in order to allow Bidders to ask questions about the proposed Contract and particularly the Contract specifications.
20. Professional Services means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.
21. Proposal is a complete, properly signed response to a Request for Proposal, which if accepted, would bind the Bidder to perform the resultant Contract.
22. Purchase Order is an order placed by the Purchasing Division for the purchase of Goods or Services written on the City's standard Purchase Order form and which, when accepted by the Bidder, becomes a contract. The Purchase Order is the Bidder's authority to deliver and invoice the City for Goods or Services specified, and the City's commitment to accept the Goods or Services for an agreed upon price.
23. Request for Proposal (RFP) means a Solicitation requesting pricing for a specified Good or Service which has been advertised for Proposal in a newspaper.
24. Services include all work or labor performed for the City on an independent contractor basis other than construction.
25. Solicitation means, as applicable, an Invitation for Bid, Request for Proposal, Request for Qualifications or a Request for Quotation.
26. Subcontractor means a person, firm or entity providing goods or services to a Bidder to be used in the performance of the Bidder's obligations under the Contract.
27. Unbalanced Bid means a Bid that is based on prices which are significantly less than cost for some bid items and significantly more than cost for others.

SECTION 00070

CITY OF PORT ORANGE PURCHASING DIVISION

GENERAL REQUIREMENTS FOR RFP

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

1. ACCEPTANCE BY CITY

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

2. ADDENDA

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

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

3. ANTI-COLLUSION STATEMENT

By submitting this bid, the Bidder/Proposer affirms that this bid is without previous understanding, agreement, or connection with any person, business, or corporation submitting a bid for the same materials, supplies, or equipment, and that this bid is in all respects fair, and without collusion or fraud. Additionally, Bidder/Proposer agrees to abide by all conditions of this bid and certifies that they are authorized to sign this bid for the Bidder/Proposer. In submitting a bid to the City of Port Orange, the Bidder/Proposer offers and agrees that if the bid is accepted, the Bidder/Proposer shall convey, sell, assign or transfer to the City of Port Orange all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Port Orange.

At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Bidder/Proposer.

4. APPLICABLE LAWS

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

5. ASSIGNMENT

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

6. CONTRACT

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

7. BID FORM COMPLETION, SUBMISSION AND RECEIPT OF BIDS

Unless otherwise specified, Bidders/Proposers shall use the bid forms supplied by the Purchasing Division. Bids shall be typewritten or handwritten in ink and shall bear the original signature of the Bidder's/Proposer's authorized representative. Bids containing erasures or corrections must be initialed by the Bidder/Proposer in ink. Bids shall be submitted by mail or hand delivery only. No Bids will be accepted by facsimile transmission, e-mail or other electronic delivery. Bids submitted by mail shall be addressed to: Diana M. Fye, CPPB, FCPA, Purchasing Manager, Purchasing Office, a division of the Finance Department, Port Orange City Hall, 1000 City Center, Port Orange, Florida 32129. Bids submitted by hand delivery shall be delivered to: City Clerk, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129. Bid submittals will be accepted until 2:30 p.m. on the date indicated in the bid documents or as addenda issued by the City. One (1) envelope shall be submitted. The envelope contains required forms/price and will be evaluated and deemed responsive or non-responsive. All bids deemed non-responsive will be returned to the Bidder/Proposer and will not be opened.

Bids (Envelope) shall contain one (1) original and five (5) copies and one (1) digital (Cd or flash drive) version unless otherwise indicated in the legal advertisement and shall be mailed or delivered as set forth in the preceding paragraph in one (1) SEALED ENVELOPE. The envelope shall be plainly marked on the outside to include the bid project name, bid number and name of the bidder/proposer.

8. BID RETURNS

Bidder/Proposers shall return all completed bids to the City of Port Orange at the addresses set forth in paragraph 7 above on the date and at the time specified. Late bids will not be accepted and shall be returned to Bidder/Proposers unopened.

9. BID PROTEST

Any person who is adversely affected by the agency decision or intended decision shall file with the agency a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking bids, Bids, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the solicitation. The formal written protest shall be filed in writing within 10 days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time period established herein. Upon receipt of the formal written protest that has been timely filed, the agency shall stop the solicitation or contract award process until the subject of the protest is resolved by final agency action, unless the agency head sets forth in writing particular facts and circumstances which require the continuance of the solicitation or contract award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare. The agency shall provide an opportunity to resolve the protest by mutual agreement between the parties. The policy this City has established is as follows:

1. As soon as possible after receipt, the Purchasing Manager provides written bid protest to City Manager, City Attorney, and Department Head involved and Supervisor directly involved in acquisition.
2. Purchasing Manager schedules an informal meeting with an appeals committee consisting of the above mentioned individuals and protestor. The intent of the meeting is to provide a review and/or solution prior to going before Council. After reviewing all relevant information, the City Manager renders a decision.
3. If the protestor disagrees, he may appeal to the City Council at a formal council meeting. After reviewing the evidence, the City Council issues their decision. For the most part, the City Council's decision is final. The protestor can appeal the decision by taking court action only on very narrow defined grounds. Decisions at all levels must be in writing to the protestor.

10. BID TABULATION

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

11. BONDS

If this bid requires submission of bid guarantee and performance bonds, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks shall be deemed non-responsive. When the Purchasing Manager deems it necessary, bid bond/deposits shall be prescribed and are advertised in the public notices inviting bids. Normally, if a bid bond/deposit is requested, it is in the amount of five percent (5%) of the bid amount. Payment and Performance Bonds requested for construction projects shall be in an amount equal to one hundred percent (100%) of the total contract amount. Upon award, the successful Bidder/Proposer may also be required to furnish and pay for a satisfactory contract one hundred percent (100%) Payment and Performance Bond which will be recorded by the City, at the Bidder's/Proposer's sole cost and expense, with the Clerk of the Circuit Court, Volusia County, Florida, and to enter into a written contract with the City of Port Orange. After recording, the City will furnish to the contractor the recording information for the bond to evidence that the contractor has met the requirements of Florida law. The City will bill the cost of recording to the contractor. Payment and Performance Bonds shall also be recorded at the Bidder's/Proposer's expense in the Office of the Clerk of the Circuit Court, Volusia County, Florida. All bonds no matter which kind, are advertised in the IFB/RFP which appears in the newspaper. Unsuccessful Bidders/Proposers are entitled to the return of their surety where the Purchasing Manager has required such. A successful Bidder/Proposer shall forfeit any surety required by the

Purchasing Manager upon failure on the part of the Bidder/Proposer to enter into a contract within the time specified after the award of bid.

12. CHANGE ORDERS

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

13. CONDUCT OF PROPOSERS

All Bidders/Proposers or individuals acting on behalf of Bidders/Proposers are hereby prohibited from lobbying or otherwise attempting to persuade or influence any member of the Proposal Evaluation Committee, City Council members, or staff at any time during the course of the solicitation process. The solicitation process shall end upon issuance of the written City Manager and staff recommendation for selection of a Bidder/Proposer. All Bidders/Proposers or individuals acting on behalf of Bidders/Proposers are further prohibited from contacting or otherwise attempting to communicate with any member of the staff, Proposal Evaluation Committee or City Council members regarding the pending solicitation or its outcome until after the issuance of the written recommendation of the most qualified Bidder/Proposer. Until such recommendation is issued in writing, any questions regarding the pending solicitation shall be submitted to the Purchasing Manager. Failure to comply with this procedure shall result in rejection/disqualification of said submittal without exception. Contact with staff, City Council members and the Proposal Evaluation Committee during a public meeting shall not be considered a violation of this requirement.

14. CONFLICT OF INTEREST

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

15. CONFLICT OF INSTRUCTIONS

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

16. CONTRACT OBLIGATION

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

17. CONTRACT RENEWALS

Renewals may be made ONLY by written agreement between the City of Port Orange and the Bidder/Proposer. Any price escalations are limited to those stated by the Bidder/Proposer on the original bid.

18. COOPERATIVE PURCHASING

The City Manager may elect to purchase through or join with other governmental units in cooperative purchasing ventures when the best interest of the City would be served thereby, provided the same is in accordance with all applicable laws. In the event the City Manager should elect to purchase through or join with other governmental agencies in cooperative purchasing ventures, all purchases in excess of twenty-five thousand dollars (\$25,000.00) shall require council approval before the purchasing contracts are entered into. (Code 1981, § 8-33, Ord. 1997-22, § 5.)

19. COPYRIGHT AND PATENT RIGHTS

Bidder/Proposer warrants that there has been no violation of copyrights or patent rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this bid, and successful Bidder/Proposer

agrees to hold the City harmless from any and all liability, loss or expense by any such violation.

20. COST INCURRED BY BIDDER/PROPOSER

All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection therewith shall be borne by the Bidder/Proposer. No payment shall be made for any response received, nor for any other effort required of or made by the Bidder/Proposer prior to commencement of work as defined by the contract approved by the City Council.

21. DEFAULT PROVISIONS

In the event of default by the Bidder/Proposer, the City reserves the right to procure the item(s) bid from other sources and hold the Bidder/Proposer responsible for excess costs incurred as a result. If a contractor defaults on a City contract the City Council may elect to refrain from doing business with the Bidder/Proposer for a period of 36 months from the date of default.

22. DELIVERY OF GOODS/SERVICES

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

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

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

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

23. DETERMINATION OF LOWEST AND BEST BIDDER/PROPOSER

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

1. The ability, capacity and skill of the Bidder/Proposer to perform the contract
2. Whether the Bidder/Proposer can perform the contract within the time specified, without delay or interference.
3. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder/Proposer.
4. The quality of performance of previous contracts.
5. The previous and existing compliance by the Bidder/Proposer with laws and ordinances relating to the contract.
6. The sufficiency of the financial resources and ability of the Bidder/Proposer to perform the contract or provide the service.
7. The quality, availability and adaptability of the supplies or contractual services to the particular use required.
8. The ability of the Bidder/Proposer to provide further maintenance and service for the use of the subject of the contract.

9. The number and scope of conditions attached to the bid.

10. Such other factors as appear to the city council to be pertinent to the bid or the contract under all of the circumstances involved.

24. DISCLOSURE OF CONFLICTS

The award is subject to the provisions of Chapter 112.313, Florida Statutes. All Bidders/Proposers must disclose with their bid the name of any officer, director, or agent who is also an employee of the City. Further, all Bidders/Proposers must disclose the name of any employee who owns, directly or indirectly, an interest in the Bidder's/Proposer's firm or any of its branches. The Bidder/Proposer shall not compensate, in any manner, directly or indirectly, any officer, agent, or employee of the City for any act or service that he/she may do, or perform for, or on behalf of any officer, agent or employee of the Bidder/Proposer. No officer, agent, or employee of the City shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made by anyone for, or on behalf of the City. The Bidder/Proposer shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under the Bid/RFP.

25. DISQUALIFICATION OF BIDDER/PROPOSER

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

26. EVALUATION

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

27. EVALUATING RFP'S

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

requesting approval to negotiate with the individual/firm ranked as number one. A contract is completed pursuant to the negotiations with this individual and/or firm. If a successful contract cannot be obtained with the number one ranked firm, the negotiations then move to the team ranked as number two, never to return to the number one again.

28. EXCEPTIONS TO SPECIFICATIONS

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

29. FACILITIES

The City reserves the right to inspect the Bidder's/Proposer's facilities at any time.

30. FAILURE TO RESPOND

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

31. GOVERNING FORMS

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

32. GOVERNING LAW

Bidder/Proposers shall comply with all applicable federal, state and local laws and regulations. All bids are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-263, and all bids will be evaluated in accordance with the provisions thereof. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida and at www.municode.com.

The City of Port Orange is also governed by the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, as the method of selecting architects, engineers and land surveyors. The City has utilized the procedures in the Act for Professional counselors, environmentalists, planners, general contractors, computer systems, designers, telecommunications consultants, maintenance technicians, financial services and other professional services.

Every acquisition equal to or greater than \$10,000.00 must have a signed, notarized "Public Entity Crimes Form" to comply with Section 287.133(3)(a), Florida Statutes. Also required is the "Drug Free Preference Form" to comply with Section 287.087, Florida Statutes. Each form is included in the Invitation for Bid.

33. GRANT FUNDING

Any contract entered into by the City that is to be paid from grant funds shall be limited to payment from the grant funding and the vendor/provider understands that the City has not set aside any City funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract, then *the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void.*

34. HIPAA COMPLIANCE

Bidder/Proposer agrees to comply with the Standards for Privacy of Individually Identifiable Health Information of the Health Insurance Portability and Accountability Act of 1996, PL 104-191, 45 CFR Parts 160-164, as amended, referred to as "HIPAA," to the extent that the

Bidder/Proposer uses, discloses or has access to protected health information as defined by HIPAA.

35. IDENTICAL TIE BIDS

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

36. INDEMNIFICATION/HOLD HARMLESS

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

37. INDEPENDENT CONTRACTOR

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

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

38. INSPECTIONS AND TESTING

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

39. INSURANCE

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

40. INSURANCE CANCELLATION

No change or cancellation in insurance shall be made without thirty (30) days' written notice by the Bidder/Proposer to the City. Insurance coverage required in these specifications shall be in force throughout the contract term. Should any awardee fail to maintain or to provide acceptable evidence of current insurance within five (5) days after receipt of written notice at any time during the contract term, the City shall have

the right to consider the Contract breached which shall justify the termination thereof.

41. INVOICES AND PAYMENTS

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

42. IRREVOCABILITY OF BID/PROPOSAL

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

43. LATE PROPOSALS, LATE MODIFICATIONS AND LATE WITHDRAWALS

Bids received after the Proposal Due Date and time are late and shall not be considered. Modifications received after the Bid Due Date are also late and shall not be considered. Letters of withdrawal received after the Bid Due Date are late and shall not be considered. Letters of withdraw received after contract award shall be deemed a breach of contract, subject to penalties as set forth in the contract and IFB/RFP.

44. LEGAL REQUIREMENTS

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

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

45. LICENSES, PERMITS AND TAXES

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

46. MAINTENANCE

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

47. NAME BRANDS

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

48. NON DISCRIMINATION

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

49. NOTICE TO CONTRACTOR

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

50. OPTIONAL CONTRACT USAGE

As provided in Section 287.042(16), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the contractor's option.

51. PATENTS/COPYRIGHTS

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

52. PRE-BID MEETING OR PRE-PROPOSAL MEETING

The Purchasing Manager shall determine if the pre-bid or pre-proposal meeting is mandatory and provide the date, time and location in the IFB/RFP legal advertisement and IFB/RFP specifications. The meeting shall normally be held in the Council Chambers, located on the first floor of City Hall, 1000 City Center Circle, Port Orange, Florida. A site visit may be included and shall immediately follow. Attendance to the pre-bid and pre-proposal meeting is normally mandatory. Only Bidders/Proposers attending a mandatory pre-bid meeting will be eligible to submit a Bid or Proposal. The representative of each Bidder/Proposer shall be an authorized employee of the Bidder/Proposer and shall sign in accordingly.

53. PREPARATION OF PROPOSAL

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

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

54. POSTPONEMENT / CANCELLATION / WAIVER OF IRREGULARITIES

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

55. PRICING

Bidder/Proposer certifies that prices, terms and conditions in the bid will be firm for acceptance for a period of ninety (90) days from the date of bid opening unless otherwise stated by the City. Bids may not be

withdrawn before the expiration of ninety (90) days. Prices shall be firm, with no escalator clauses unless specified by the City. Bids may be withdrawn after ninety (90) days only upon written notification to the City. Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Pricing/Delivery Information form. Prices shall be all inclusive: no price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, Bidder/Proposer shall indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails. In the event of any discrepancy between the written amounts and the numerals, the written amounts shall govern and will be considered as the price bid.

56. PROTECTION

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

57. PROPRIETY INFORMATION

Upon receipt by the City, responses to IFBs/RFPs, become public records subject to the provisions Florida's state policy on public records, Section 119, Florida Statutes. If you believe that any portion of your response is exempt, you should clearly identify the specific documents for which confidentiality is claimed, and provide specific legal authority of the asserted exemption. Any financial statement that an agency requires a prospective Bidder/Proposer to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from Section 119.07, Florida Statutes, and Article I, 24(a), Florida Constitution.

58. PUBLIC ENTITY CRIMES

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

59. PUBLIC RECORDS/PUBLIC MEETINGS EXEMPTION STATEMENT

Section 119.071(1)(c), Florida Statutes: Any financial statement that an agency requires a prospective Bidder/Proposer to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. On June 2, 2011, Governor Scott signed HB 7223 into law. This new legislation amends Florida's Public Records and Sunshine Laws, by expanding "exemptions" applicable to bids, proposals and replies to sealed competitive solicitations, and closes evaluation meetings from the public in certain instances. First, Section 119.071, Florida Statutes was amended to provide that sealed bids, proposals, or replies received by a Florida public agency shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier. This means that Bidder/Proposers will not be able to procure a copy of their competitor's bids until an intended decision is reached or 30 days has elapsed since the time of the bid opening. The prior version of the law provided for a 10 day exemption. Next, Section 286.0113, Florida Statutes was amended to provide that meetings of persons appointed to evaluate bids or proposals and negotiate contracts shall be closed in certain circumstances. Specifically, ***portions of such meetings*** may now be closed to the public during oral

presentations made by a vendor, or where a vendor answers questions. In other words, neither Bidder/Proposers, nor the public will be permitted to sit in on meetings, unless this exemption is waived by the City Council, wherein their competitors are making presentations or discussing their bid or proposal with the committee members. The portions of these meetings must still be recorded and are subject to disclosure at the time of an intended award decision or within 30 days of the bid or proposal opening, whichever is earlier. Portions of the meetings that do not involve presentations, questions and answers, or negotiation strategy or negotiation sessions are still open to the public and competing Bidder/Proposers, but the new law limits public attendance to portions of such meetings.

60. PURCHASE ORDER AND DELIVERY

The successful Bidder/Proposer shall not deliver products or provide services without a City of Port Orange Purchase Order, signed by an authorized agent of the City of Port Orange. The fastest, most reasonable delivery time shall be indicated by the Bidder/Proposer. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. INSIDE DELIVERY unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which shall be rectified prior to expiration of the time for performance. Failure to rectify within the performance period shall be considered cause to reject future deliveries and cancellation of the contract by City of Port Orange without prejudice to other remedies provided by law. Where delivery times are critical, the City of Port Orange reserves the right to award accordingly.

61. QUESTIONS, INTERPRETATIONS

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

62. QUALITY

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

63. RIGHT OF WITHDRAWAL RFP

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

64. RIGHTS TO RFP SUBMITTED MATERIAL

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

65. RIGHT OF NEGOTIATION RFP

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

66. RECORDS/AUDIT

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

67. RECYCLED MATERIALS

City of Port Orange encourages the use of products made of recycled materials.

68. REQUEST FOR ADDITIONAL INFORMATION

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

69. REJECTING OF BIDS, REBIDDING

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

70. REVIEW OF PROPOSALS

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

71. RULES, REGULATIONS AND LICENSING REQUIREMENT

The Bidder/Proposer shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Bidders/Proposers are presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

72. SAMPLES

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

73. SEPARATION AND DISTRIBUTION

The Bid/RFP has been designed for transmittal as a complete document to interested parties. It is recommended that it not be separated; however, it may be reproduced in its entirety as additional distribution might dictate. The City will utilize Demand Star for distribution of BIDS and RFP'S at: www.demandstar.com. In addition, vendors may obtain a .pdf version of the IFB/RFP by submitting a request to the Purchasing Manager, e-mail: dfye@port-orange.org.

74. SEVERABILITY

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

75. SIGNATURE REQUIRED

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

76. SIGNED BID CONSIDERED AN OFFER

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

77. SILENCE OF SPECIFICATIONS

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

78. STATE LICENSING REQUIREMENTS

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

79. SUPPLEMENTAL MATERIALS

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

80. TAXES

The City of Port Orange is exempt from all federal excise, state and local taxes unless otherwise stated in this document. A Tax Exemption Certificate will be furnished upon written request to the City of Port Orange Purchasing Division.

81. TERM CONTRACTS

Acceptance by the City of Port Orange of Bidder's/Proposer's offer shall be limited to the terms herein unless expressly agreed in writing by the City. If the contract is intended to cover a specific time period, the term will be given in the bid specifications.

82. TERMINATION

The City of Port Orange reserves the right to terminate the contract for default if Bidder/Proposer breaches any of the terms therein, including warranties of Bidder/Proposer or if the Bidder/Proposer becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which the City of Port Orange may have in law or equity. Default may be construed as, but not

limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to the City's satisfaction and/or to meet all other obligations and requirements. The City may cancel the Contract at any time for breach of contractual obligations by providing the Bidder/Proposer with a written notice of such cancellation. Should the City exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Bidder/Proposer.

83. TERMINATION - NOTICE

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

84. TITLE TRANSFER

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

85. USE OF PROPOSAL FORMS

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

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

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

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

86. VARIANCES

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

87. WAIVER OF IRREGULARITIES

The City of Port Orange reserves the right to waive and/or reject any non-substantial irregularity in proposals received whenever such waiver or rejection is in the best interest of the City and/or it does not meet the minimum requirements set forth. All reasonably responsive bids/proposals will be considered. However, the City reserves the right to waive formalities or informalities in bids/proposals, to reject, with or without cause, any or all bids/proposals or portions of bids/proposals, or

to interview or not interview individual Bidders/Proposers, and to accept any bids/proposals or portions of bids/proposals deemed to be in the best interest of the City. The city council shall have the authority to waive any and all non-substantial irregularities in any and all formal bids. (Code 1981, § 8-29)

88. WARRANTIES

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

89. PUBLIC RECORDS COMPLIANCE

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

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

The failure of Contractor to comply with a public records request shall constitute a material breach of the contract.

90. NON-EXCLUSIVITY:

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

91. LOCAL PREFERENCE:

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

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

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

SECTION 00080

ADDITIONAL INFORMATION

TIMELINE

The schedule for the RFP is as follows:

RFP release date	January 4, 2016
Pre-Proposal meeting (non-mandatory)	January 18, 2016 at 10:30 a.m.
RFP deadline for questions	January 25, 2016 at 5:00 p.m.
Proposal due date and time	February 8, 2016 at 2:30 p.m.

NON-MANDATORY PRE-PROPOSAL MEETING

There will be a non-mandatory pre-proposal meeting for the project at **10:30 A.M.** (local time) on **January 18, 2016** at City Hall, Council Chambers (1st floor) 1000 City Center Circle, Port Orange, Florida 32129. Attendance to the pre-proposal meeting is non-mandatory.

PROPOSAL SUBMISSION AND WITHDRAWAL

Unless otherwise specified, Proposer shall use the forms supplied by the Purchasing Division.

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

Proposers are required to submit one (1) original, five (5) copies, and (1) digital (CD or flash drive) version of all documents, sealed and marked on the outside of the package, **“RFP #16-05 Virtual Desktop Infrastructure Solution”** with the firm’s name, address, city, state and zip code plainly labeled on the outside. Packages must be delivered to the City of Port Orange City Clerk’s Office, Attn: Diana M. Fye, CPPB, FCPA, Purchasing Manager, Finance Department, 1000 City Center Circle, Port Orange, FL 32129 on or before **2:30 p.m. on February 8, 2016.**

Due to the timing of mail service, the City cautions Proposers to assure actual delivery of proposals to the City prior to the deadline set for receiving proposals. Carrier and hand deliveries of proposals will be accepted in the City Clerk’s Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida until **2:30 p.m. (local time), on February 8, 2016.** or as amended by addendum issued by the City. Proposals received after the established deadline shall not be considered.

Complete submittals shall include:

Envelope (tabbed, indexed and placed in the following order: 1 original, 5 copies and 1 digital (CD or flash drive) version.

1. Table of contents (Section 00025)
2. Proposer Acknowledgement Form (Section 00030)
3. Letter of Interest (Section 00090)
4. Proposers Checklist (Section 00040)
5. Listing of Previous Experience (Section 00090)
6. Staff Qualifications (Section 00090)
7. Methodology and Implementation Process (Section 00090)
8. Public Entity Crime Statement (Section 00110)
9. Anti -Collusion Statement (Section 00120)

10. Drug Free/Tie preference Statement – (Section 00130)
11. Insurance Certificates-Submit a Copy (Section 00080)
12. Fee Proposal. (Section 00090)
13. Local Business Affidavit-(Section 00100 Optional)
14. Exceptions, If applicable

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

ADDITIONAL INFORMATION/ADDENDA

All questions shall reference “Questions on RFP #16-05 Virtual Desktop Infrastructure Solution” in the subject line. All questions concerning this RFP shall be submitted in writing no later than **5:00 p.m.** on **January 25, 2016** to:

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

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

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

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

WITHDRAWAL AND AWARD

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

INSURANCE REQUIREMENTS

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

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

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

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

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SECTION 00090

SCOPE OF SERVICES AND REQUIREMENTS

Introduction

The City of Port Orange is requesting proposals from qualified prospective vendors for hardware, software licenses, installation services, and warranty services to supply the foundation for Virtual Desktop Infrastructure (hereafter referred to as “VDI”). This RFP will allow qualified offerors to propose their best possible technological solution. The City of Port Orange is seeking a supplier capable of providing a comprehensive, cost-effective solution based on all of the requirements encompassed within this RFP, a solution with a well-defined architecture using industry best practices, and a solution that includes a comprehensive plan for continuing service and support.

Overview

The specifications and requirements for this proposal are very open and vendor agnostic in order to give all proposers the opportunity to introduce their vision of a VDI implementation that demonstrates the best fit for the City of Port Orange.

Scale

The scale of this project will be in three phases over a span of 3 years. Phase I will begin approximately in the spring of 2016 and will implement the infrastructure required to encompass VDI for approximately 200 workstations. Timelines for Phase II (150 workstations) and Phase III (100 workstations) will be determined upon completion of Phase I. The awarded vendor of Phase I who has successfully completed implementation of VDI to the satisfaction of the City of Port Orange will continue with Phase II and III in the subsequent years.

Basic Requirements

- The solution must contain all server hardware, storage, software, and software licenses required to fully implement a VDI solution.
- The solution must utilize the existing network infrastructure.
- The solution must have no single points of failure.
- The solution must be highly available with built-in redundancy.
- The solution must support end-users running on traditional workstations, thin clients, zero clients, or laptops.
- The solution must provide a consistent end user experience between sessions.
- The solution must support 200 concurrent VDI sessions (Phase I).
- The solution must be scalable to up to 450 concurrent VDI sessions (Phases II and III).
- The solution must be able to expand beyond 450 concurrent VDI sessions to allow for future growth.
- The solution must provide for a 24x7, 4-hour maximum response time warranty on all server hardware and storage for a term of three (3) years.

Functional Requirements

- Application Based Virtual Desktops for 200 Users (Scalable to 450)
 - o The proposed solution must be able to deliver virtual desktops that are application based and Non-OS specific. This VDI solution will run on, but not limited to: traditional workstations, thin clients, zero clients, laptops, and tablets.

- End User Experience
 - End-user should have as “near native” experience of their previous Windows environment as possible. Describe how the solution will provide an enriched end-user experience.
- Management of Users and Groups
 - Describe how the proposed solution manages virtual desktop configuration both in terms of single configuration shared by groups of users and individual personalization (desktop pooling, gold image templates, personalized desktops, etc.).
- Management of Applications
 - Describe how the proposed solution will manage applications (installations, uninstallations, upgrades, security updates, patches, etc.)
- Connection Broker
 - Describe how the connection between the end user device and the virtual desktop host machine is brokered.
- Management of VDI Infrastructure
 - Describe how the proposed solution would integrate with industry standard infrastructure management tools.
 - Describe how the proposed solution could also possibly integrate with existing or future virtual server infrastructure.

Required Applications Support

The solution provided must support the following applications in use by the City of Port Orange:

- Microsoft Office 10, 13, and 16
- Foxit Reader
- Adobe Reader
- Java v7
- Internet Explorer 10 and 11
- Google Chrome
- Mozilla Firefox
- Windows Media Player

Training

The proposal provided must include knowledge transfer/training for City Information Technology staff assigned to the project during the entire implementation of the solution for all technical and administrative functions as they pertain to configuration, troubleshooting, upgrades, and patches.

Budget

The City of Port Orange has established a budget of \$250,000 for Phase I of this project.

Proposal Submission Requirements

The successful proposer shall be responsible for supplying all hardware, software, software licenses, installation services, and warranties for the Phase I of this project. In addition to standard required forms, proposals must contain the following information:

- The number of years the proposer has been in business and the proposer's qualifications and experience implementing similar solutions.
- Provide a list of similar solutions that the vendor has performed within the last three (3) years including date of project, contact person and phone number, and a brief description of each project.
- Provide certifications and work experience of technicians that are performing work for this project.
- Provide a clear discussion of how the proposer will accomplish the requirements set forth in the scope of services, including but not limited to the needs/resources from City staff members.
- Provide at a minimum, one (1) Project Manager dedicated to project oversight and communication with the City.
- Provide a cost summary for supplying all equipment, licenses, and for completing all work outlined in the scope of services for Phase 1, as displayed below:

Phase I Total Cost Summary		Brief Description (Brand, Model, Capacity, Speed, Users Supported, etc.)
Costs	Total	
Server Hardware		
Storage Hardware		
VDI Software Licenses		
Windows OS Licenses		
Server Licenses		
Installation		
Documentation & Training		
Project Management		
Warranties		
Other (Please Specify)		
Total:		

- Provide a cost summary for supplying all equipment, licenses, and for completing all work to scale out the solution to support Phases 2 and 3, based on current market prices, as displayed below:

Phases 2 and 3 Total Cost Summary		Brief Description (Brand, Model, Capacity, Speed, Users Supported, etc.)
Costs	Total	
Server Hardware		
Storage Hardware		

VDI Software Licenses		
Windows OS Licenses		
Server Licenses		
Installation		
Documentation & Training		
Project Management		
Warranties		
Other (Please Specify)		
Total:		

PROPOSAL SUBMISSION REQUIREMENTS:

The successful proposer shall be responsible for preparing an effective, clear, and concise strategic plan. In addition to standard required forms, proposals must contain the following information:

1. Table of Contents
2. Proposer Acknowledgement Form –Completed and Signed
3. Letter of Interest
The number of years the proposer has been in business and the proposer’s qualifications and experience performing similar engagements both locally and for municipalities or government agencies. Please indicate whether your firm has had a judgement held and whether any contract awarded by another government agency has been terminated in default or convenience.
4. Proposers Checklist
5. Listing of Previous Experience
Provide a list of similar engagements that the firm has performed within the last three (3) years including date of project, contact person and phone number, and a brief description of each project.
6. Staff Qualifications
Provide at a minimum, one (1) Project Manager dedicated to project oversight and communication with the City. Provide a list of names and professional qualifications, responsibilities, and resumes of the managerial and support staff identified to conduct the engagement.
7. Methodology and Implementation Process
provide a clear discussion of how the proposer will accomplish the objectives set forth in the scope of services, including but not limited to methodology and needs/resources from City staff members.

8. Sworn Statement on Public Entity Crimes
Completed and signed in ink.
9. Anti-Collusion Statement
Completed and signed in ink.
10. Drug Free Preference Statement
Completed and signed in ink.
11. Insurance Certificates
Submit a Copy.
12. Fee Proposal.
Provide a fee proposal for completing all work outlined in the scope of services. Also include a standard fee schedule (hours, rates or other fee schedule) for the personnel who would be assigned to this project.
13. Local Business Affidavit – Optional Completed and signed in ink.
14. Exceptions, If applicable

PROPOSAL SUBMITTALS:

Proposers must indicate whether their firm has had a judgement held and whether any contract awarded by another government agency has been terminated in default or convenience.

EVALUATION PROCEDURE:

The Selection Committee is comprised of City staff and may include City Council Member or Council appointed Board of Commission member who will evaluate and rank proposals based on a weighted score point formula. All interested professionals are hereby cautioned not to contact any staff or Council member of the City of Port Orange, or any member of the Selection Committee. Any and all questions should be made through the Purchasing Manager and any attempts to lobby or persuade through any other channels may result in disqualification.

All proposals will be subject to a review and evaluation process. It is the intent of the City that all proposers responding to this RFP, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible proposals received in its evaluation and award process. The committee may choose to conduct an oral interview with each finalist.

The City's evaluation criteria will include consideration of, but will not be limited to the following:

1. Responsiveness of the proposal related to the Scope of Services;
2. The ability, capability and skill of the proposer to perform the contract, including the range of services offered.
3. Whether the provider can perform the contract within the time specified without delay or interference.

4. The quality, availability and adaptability of the supplies or contractual services to the particular use required;
5. The character, integrity, reputation, judgment, experience and efficiency of the proposer;
6. Professional licensure required when service of a skilled nature is required by law to perform such service and/or skill;
7. The quality of performance of previous contracts;
8. The number and scope of conditions attached to the bid or proposal;
9. Responsiveness of client references;
10. Net costs; and
11. Such other information as may be secured.
12. Local preference policy

CRITERIA:

Firms submitting the required criteria will have their proposals evaluated and scored for quality of response, qualifications and experience and cost. The following represents the principal selection criteria, which will be considered during the evaluation process. Criteria will be weighted based on 100% of total value.

EVALUATION CRITERIA	Category Score
Fee Proposal	40
Quality of Response (ability, capacity, skill)	30
Qualifications & Experience	30

FORMAL ORAL PRESENTATIONS/INTERVIEWS (If Required):

The City may choose to conduct oral interviews with, or receive oral presentations from one or more of the proposers. If the City chooses to allow oral interviews and/or presentations, such interviews or oral presentations will not be open to the public pursuant to the conditions set forth in Florida Statute 286.0113. If oral presentations or interviews are held the following guidelines will be used:

The City's Purchasing Division will establish the schedule and proposers will be notified via www.demandstar.com at least (5) calendar days in advance of the date, time and place of the presentations. The specific format of each presentation will be provided to proposers with the notifications.

The City will allot equal time for each proposer divided into two sequential parts: formal presentations and question and answers. The times allotted are maximums and no firm will be penalized for using less than the allotted time.

FINAL RANKING AND RECOMMENDATION FOR AWARD:

After the oral presentation is completed, the Committee will score all proposals to determine a final ranking of proposers considered to be most capable of performing the required project in the best interest of the City.

The Committee's final ranking will be provided to the Purchasing Manager to read aloud. The City's Project Manager will provide a notice of intent to award to the Purchasing Manager. The final ranking sheets by the committee will be posted on www.demandstar.com The City project manager will create an agenda item recommending award to the City Council. City Council's decision will be final.

ESTIMATED TIME SCHEDULE

Release of RFP:	January 4, 2016
Non-Mandatory pre-proposal meeting	January 18, 2016 at 10:30 am
Last day for questions:	January 25, 2016 at 5:00 pm
Return Deadline for RFP'S:	February 8, 2016 by 2:30 p.m. local time
Interviews, Ranking and Award:	To be determined
Proposers Begin Work:	To be determined

CONTRACT TERM / COMPLETION TIME:

The contract shall be valid upon issuance of Notice to Proceed and/or purchase order and continue for a one (1) year period with three (3) additional one (1) year renewal options.

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

This declaration is executed under penalty of perjury of the laws to the United States and State of Florida

THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:

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

BUSINESS NAME: _____

CONTACT PERSON/TITLE: _____

MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

Length of Time at Address Provided: _____

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

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

FEIN (Federal Employer Identification Number): _____

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

☐ Other (Specify): _____

PHONE NUMBER: _____ FAX: _____

EMAIL: _____

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

ATTESTATION – I understand that:

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

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

SWORN AND SUBSCRIBED BEFORE ME

NOTARY SEAL

SIGNATURE OF NOTARY PUBLIC

THIS _____ DAY OF _____, 20____
My Commission Expires: _____

SIGNATURE OF AFFIANT	DATE
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PRINTED NAME OF AFFIANT / TITLE

COMPANY

Remainder of this page intentionally left blank

PUBLIC ENTITY CRIME STATEMENT

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

Name of Firm: _____

By: _____
Name and Title

Date: _____

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

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

SECTION 00120

ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT PROPOSAL FORM:

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

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

IT IS AGREED BY THE UNDERSIGNED PROPOSER THAT THE SIGNING AND DELIVERY OF THE PROPOSAL REPRESENTS THE PROPOSERS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE PROPOSERS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: _____

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

PRINTED SIGNATURE: _____

TITLE: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE: _____ FAX: _____

COMPLETION TIME: _____

F.E.I.N. NUMBER: _____

NO Proposal may be withdrawn for a period of ninety (90) days subsequent to the submittal of the Proposals, without the consent of the City of Port Orange.

NO PROPOSAL (REASON):

SECTION 00130

DRUG FREE PREFERENCE STATEMENT

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

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

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

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

Name of Firm: _____

By: _____
Name and Title

Date: _____

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

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



CITY OF PORT ORANGE STANDARD CONTRACT FOR GOODS/SERVICES

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

1. Provision of Services

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

(i) _____

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

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

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

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

2. City Obligations. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "____" attached hereto, subject to a limit up to but not to exceed \$_____. The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

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

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

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

5. Termination for Convenience of the City

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

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

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

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

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

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

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

- (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - (1) the cost of work performed or supplies delivered;
 - (2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;
 - (3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.

- (ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

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

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

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

8. Examination of Records

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

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

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

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

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

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

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

(d) Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are

exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

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

10. Termination for Non-Appropriation of Funds

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

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

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

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

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

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

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

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 2-272 (Alterations or modifications of contracts), shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

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

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

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

15. Sovereign Immunity. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages

regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

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

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

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

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

19. Inspection

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

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor: _____
Attention: _____

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

28. Contract Construction

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

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

[Remainder of this page intentionally left blank]

Witnesses:

Printed Name: _____

By: _____

Printed Name: _____

Title: _____

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

Printed Name: _____

Date: _____

STATE OF _____

COUNTY OF _____

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

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Allen Green, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

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

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

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

Notary Public, State of Florida

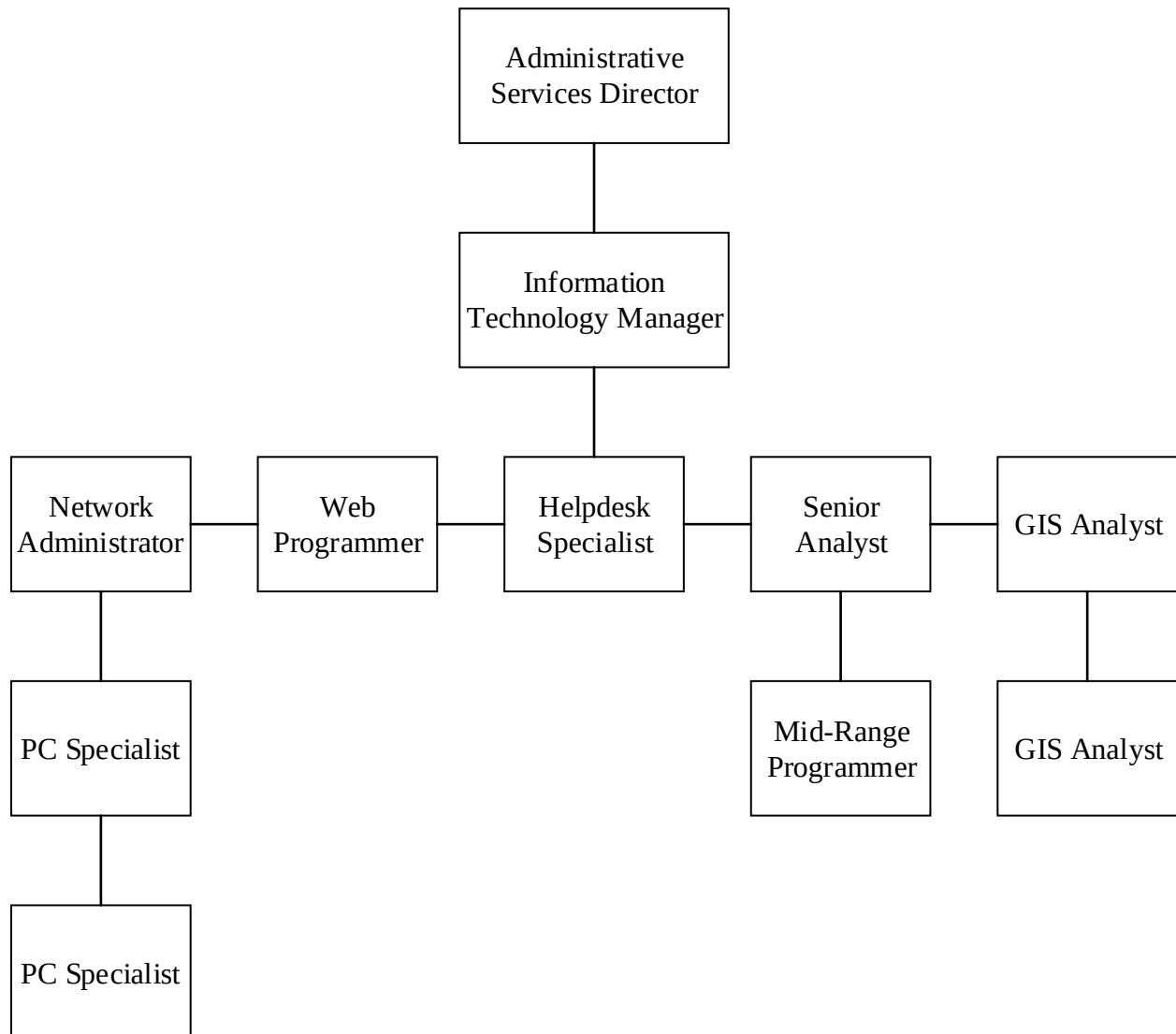
Printed, typed or stamped name, commission and expiration:

[CA ____]

SECTION 00150

EXHIBIT A

“INFORMATION TECHNOLOGY ORGANIZATIONAL CHART”



SECTION 00160

EXHIBIT B

“SPECS”

ENDPOINTS

- 300 Workstations (Microsoft Windows 7).
- 125 Laptops (Microsoft Windows 7).
- 20 iPads.
- 10 2-in-1 Tablets/Laptops (Microsoft Windows 8.1).

SERVER INFRASTRUCTURE

- 60 Servers (All on Premise)(Combination of Server 2008 R2, Server 2012/R2, and Linux).
 - 55 Virtualized using Microsoft Hyper-V 2012 R2.
 - 3 Physical Hosts in Failover Cluster (HP DL380 G8 Servers).
- 30TB Total Raw Storage over 2 SANs (Dell Equallogic 6210X).
 - Redundant 10gb backplane connection to physical Hyper-V hosts (Dell N4032 10gb fabric switches).
- Servers monitored with Nagios IT Infrastructure Monitoring application.

NETWORK INFRASTRUCTURE

- Municipal gigabit fiber optic network connecting 14 City facilities with redundant paths (8.45 miles of fiber optic cable underground).
- Metro-ethernet point to point circuits providing connectivity to 5 remote facilities not accessible via fiber optic network.
- 40mb synchronous internet connection via Time Warner Communications.
- Cisco switches and routers at all locations (Various models).
- Network switches, routers and connectivity monitored with Nagios IT Infrastructure Monitoring application.

SECURITY INFRASTRUCTURE

- Sonicwall NSA3500 Firewall
- AlienVault Security Event Logger and Intrusion Detection Appliance.
- Cisco ASA5515X for VPN Connections (Employees and Outside Vendors).
- Cymphonix Network Composer Web Content Filter and Bandwidth Throttling.
- 75 IP Based Surveillance Cameras at 11 Facilities utilizing Genetec Security Center (45 Day Retention).
- City Hall and Police Department Proximity Card Access Control via centrally managed system (CCURE 9000 Software).

VOICE INFRASTRUCTURE

- 200 Voice-Over-IP phones (Cisco).
- Dual T1 PRI circuits for a maximum of 46 simultaneous external calls with 499 DID's.

- Cisco Unified Communications Manager 7.1 for call handling.
- Cisco Unity Express 7.1 for voicemail.
- Cisco Emergency Responder 7.1 for 911 locating.

FINANCIAL AND COMMUNITY IMPROVEMENT SYSTEM

- Hardware: IBM iSeries (IBM i 7.1).
- Software: SunGard H.T.E 8.1 (Upgrading to 9).
- Front End: Naviline by SunGard.

MODULES:

- Accounts Receivable
- Building Permits
 - Online Building Permits via Click2Gov Permitting.
- Business Tax
- Code Enforcement
- Customer Information Systems (Utility Billing and Meter Reading)
 - Wireless Meter Reading via Sensus Logic 2.4 (Upgrading to 3).
 - Electronic Bill Notifications.
 - 3rd Party Bill Printing & Mailing via Pinnacle Solutions.
 - Online Utility Bill Payments via Click2Gov.
- Fixed Assets
- Fleet Management
- GMBA
 - Checks Printed on-site via ACOM Solutions Software.
 - Direct Deposits emailed via ACOM Solutions Software.
 - Payroll checks printed on-site.
- Payroll
- Planning & Engineering
- Purchasing/Inventory
 - Electronic delivered thru ACOM Solutions Software.
 - Electronic requisition notifications via Document Management Services.
- Workorders (Customer Services and Public Utilities).

OTHER TECHNOLOGIES

- Full Service GIS department utilizing ArcGIS and AutoCAD software.
- Electronic Time & Attendance Software via Executime Software (on premise).
 - 15 Digital Time Clocks located at various City facilities.
- Electronic Applications and Personnel Requisitions via NeoGov Software (off premise).
- Document Scanning & Archival via OnBase Content Management Software.
- Electronic Agenda Management System via SuiteONE Software.
- On Premise television studio (PogTV) broadcasting 24/7 to local cable provider as well as streaming live on www.port-orange.org website.



**CITY OF PORT ORANGE
INITIAL EVALUATION RANKING
SHORT LIST OF PROPOSERS**

RFP # 16-05 Virtual Desktop Infrastructure Solution

**Initial Evaluation Committee Meeting
Meeting Date: March 24, 2016 at 10:00 AM**

Company Name	Evaluation Committee Members					Total Score	Total Rank
	James Hicks	Donny Franklin	Cindy DePina	Drew Bastian	Jennifer Roberson		
CDW-G LLC.	60	86	60	55	30	291	6
CENTRINET TECHNOLOGY INC.	75	91	85	73	80	404	4
EXTENSYS INC.	82	92	100	83	100	457	2
HEWLETT PACKARD	65	89	60	35	15	264	7
NAVISITE INC.	0	0	50	21	30	101	9
PRESIDIO NETWORKED SOLUTIONS LLC.	91	92	100	89	95	467	1
SHI INTERNATIONAL CORP.	70	85	80	70	75	380	5
VOLOGY INC.	35	0	40	40	60	175	8
VTECHIO	80	88	80	80	90	418	3

SHORT LISTED FIRMS
Presidio Networked Solutions LLC
Extensys Inc.
Vtechio
Centrinet Technology Inc.

Purchasing Manager:



**CITY OF PORT ORANGE
EVALUATION RANKING**

RFP 16-05 VIRTUAL DESKTOP INFRASTRUCTURE SOLUTION FINAL RANKING AND RECOMMENDATION OF AWARD

Evaluation Committee Meeting

Meeting Date: April 15, 2016 @ 9:00 A.M.

Company Name	Evaluation Committee Members					Total Score	Rank
	James Hicks	Donny Franklin	Cindy DePina	Drew Bastian	Jennifer Roberson		
Extensys Inc.	88	98	100	87	95	468	1
Vtechio	76	87	75	70	70	378	4
Centrinet Technology Inc.	80	94	80	75	70	399	3
Presidio Networked Solutions LLC	86	98	95	86	85	450	2

RECOMMENDATION OF AWARD
Extensys Inc.

Purchasing Manager: _____

Liana M. Fyl



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 07/19/2016

Consent item: Yes

SUBJECT: Service Contract with Halifax Humane Society

DEPARTMENT: Police Services

GOAL: N/A

OBJECTIVE: N/A

RECOMMENDED MOTION: Move to approve renewal of contract with the Halifax Humane Society for the period of October 1, 2016 through September 30, 2017 and authorize the Mayor and City Clerk to execute all necessary contract documents.

SUMMARY: The service contract with Halifax Humane Society provides care, treatment, impound and disposal of animals picked up in the City of Port Orange. The contract establishes fees charged for impoundment, redemption and billing procedures. The Halifax Humane Society has submitted their 2017 Service Agreement making the following changes:

Impoundment

Rate of \$45.00 for first day of impoundment increased to \$46.00

Rate of \$20.00 for second day of impoundment increased to \$21.00

Rate of \$20.00 for third day of impoundment increased to \$21.00

Quarantined Animals

Rate of \$15.00 for quarantined animals increased to \$16.00

Rate of \$150.00 for 10 day stay of quarantined animal increased to \$160.00

Confiscated Animals

Rate of \$45.00 for first day for confiscated animal increased to \$46.00

Rate of \$20.00 for each day of impoundment of confiscated animal increased to \$21.00

The Halifax Humane Society has not increased their fees since 2010.

Project No.: Funding Account No.: 001-3200-521-81.10

ATTACHMENTS:

1.	Agreement for Services	Agreement for Services.pdf
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Thomas Grimaldi
Tracey Riehm
Margaret Roberts
M. Jake Johansson

Approved - 06/21/2016
Approved - 06/28/2016
Approved - 07/13/2016
Final Approval - 07/13/2016

**AGREEMENT FOR SERVICES BETWEEN
Halifax Humane Society, Inc.
AND
The City of Port Orange**

This Services Agreement ("Agreement") is hereby entered into by and between the **Halifax Humane Society, Inc.**, a Florida non-profit corporation, with its principal address at 2364 West LPGA Boulevard, Daytona Beach, Florida 32124 ("**Humane Society**"), and the **City of Port Orange**, a Florida municipal corporation.

WHEREAS, in order to enforce the ordinances of the City of Port Orange and the laws of the State of Florida with respect to stray animals, the City of Port Orange desires to deliver stray animals to the Humane Society for the humane impoundment and humane disposition of said animals; and

WHEREAS, the Humane Society is organized for the purpose, among others, of preventing cruelty to animals and is interested in assuring that impounded animals are sheltered in a humane manner and those which must be destroyed, be so destroyed in a humane manner.

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions and provisions herein contained, it is expressly agreed and understood as follows:

1. **TERM:** This Agreement will take effect on the 1st day of October 2016, and will remain in full force and effect for a twelve (12) month period ending on midnight between September 30, 2017 and October 1, 2017.

2. **ANIMAL SHELTER:**

(a) The Humane Society will maintain and operate an animal shelter ("Shelter") in a manner adequate for the confinement, remedial treatment, and, if necessary, disposal of stray dogs, cats, or other animals, which may be delivered to the Humane Society from all areas within the City of Port Orange, and the Humane Society will furnish, at its sole expense, all supervision, labor, animal food, tools, supplies and other things necessary for the satisfactory performance of the services herein agreed to be provided. Remedial care will be provided for injured animals during operating hours when there is a staff veterinarian available, at the Humane Society's sole expense. The Shelter will be operated at 2364 LPGA Blvd., Daytona Beach, Florida.

(b) The Humane Society will provide means to accept all stray dogs, cats, and other domesticated animals delivered to the Shelter by the City of Port Orange's law enforcement personnel, Animal Control Officers, or other designated officers appointed by the City of Port Orange for this purpose. The Humane Society will

accept wild animals and livestock only if it has the ability and facilities to impound and control these animals, and the decision to accept or reject such animals will be solely within the discretion of the Humane Society. The Humane Society will require all persons who drop off or report injured or stray animals to the Shelter during the Shelter's normal operating hours to give their names and current home and post office addresses and identify the place where the animals involved were located or picked up.

- (c) When the City of Port Orange delivers an animal to the Shelter for impoundment and such animal bears information indicating ownership of the animal, the Humane Society, within one (1) working day after receipt of such animal, will use its best efforts to notify the owner thereof and inform the owner of the procedure whereby the owner can recover the animal. Regardless of the foregoing, any animal suspected of being infected with rabies or which has bitten or otherwise exposed any person to rabies, shall not be released to its owner until after such animal has been impounded for a period of ten (10) days and the Volusia County Health Department, through its authorized representatives, has expressly approved, in writing, any such release. When a stray dog or cat is delivered to the Shelter and is not suspected of having rabies or has not bitten or otherwise exposed any person to rabies, the Humane Society will impound the animal at the City of Port Orange's expense for a period of three (3) calendar days. If the owner has not retrieved the animal within such three (3) day period, the Humane Society will thereafter provide for the adoption or humane disposal of the animal in accordance with its routine methods and procedures.

3. BILLING & PAYMENT:

- (a) The Humane Society shall bill the City of Port Orange pursuant to Paragraph 3(b), as applicable, for:
 - (i) each dog or cat, domesticated animal, injured animal, deceased animal, livestock animal, wild animal, or quarantined/confiscated animal delivered to the Shelter by either the City of Port Orange's Police or Animal Control Officers;
 - (ii) each dog or cat, domesticated animal, injured animal, deceased animal, livestock animal or wild animal emanating from within the City of Port Orange and delivered to the Shelter by a private citizen; and
 - (iii) each dog or cat, domesticated animal, injured animal or deceased animal picked up by the Humane Society within the City of Port Orange.
- (b) In consideration of the agreements and undertakings to be performed by the Humane Society, the City of Port Orange agrees to pay the following applicable

fee(s) per animal to the Humane Society on a monthly basis, in arrears:

Type of Animal	Fee
Dog or cat	
1st day of impoundment	\$46.00
2nd day of impoundment	\$21.00
3rd day of impoundment	\$21.00
Other domesticated animal	\$35.00
Livestock animal	\$80.00
Wild animal (Euthanasia)	\$35.00
Deceased on arrival (Disposal)	\$15.00
Quarantined animal (e.g., Rabies)	\$160.00 (or \$16.00pd) (10 day maximum stay)
Confiscated animal	\$46.00 for the 1st day of impoundment plus \$21.00 for each additional day of impoundment

(c) Payment must be made to the Humane Society within forty-five (45) days of the date of a proper invoice, as required by the Florida Local Government Prompt Payment Act (Part VII, Chapter 218, Florida Statutes) (the "Prompt Payment Act"). As provided by the Prompt Payment Act, any payment that is not made by the City of Port Orange within such time period shall bear interest from thirty (30) days after the due date at a rate of one percent (1%) per month on the unpaid balance until paid in full. If the City of Port Orange has a dispute about a charge on its invoice, it must contact the Humane Society's Director of Administrative Services at 386-274-4703, extension 315, within fifteen (15) days of the date of the invoice.

(d) The Humane Society will submit to the City of Port Orange, with its monthly invoice,

a list of all pick up addresses of stray animals charged to the City of Port Orange's account for animals that were not impounded by a City of Port Orange Animal Control Officer, the names and addresses of all persons claiming any stray animals that are dropped off at the Shelter during normal operating hours, and, if known, the names and addresses of all persons claiming stray animals that are dropped off at the Shelter after-hours.

- (e) In the event an owner pays any fees or charges to reclaim its animal, the City of Port Orange shall be credited to the extent any such fees or charges are paid.

4. **RABIES QUARANTINE:** The Humane Society will provide space for the confinement, observation and care of any stray animal suspected of rabies, or any stray animal which has bitten or otherwise exposed any person to rabies for a period of ten (10) days and will accept, care for and dispose of any such animal delivered to the Shelter. The Humane Society will notify the Volusia County Health Department of any rabies specimen animal that dies during the ten (10) day impoundment period, and will allow the Volusia County Health Department the opportunity to take custody of the remains of any such animal that becomes ill or dies while under confinement for such reasons. The City of Port Orange shall pay the applicable charges for quarantine service pursuant to Section 3(b) of this Agreement.

5. **CONFISCATED ANIMALS:** The Humane Society will agree to accept confiscated animals as strays or accept said animals as "confiscated" only when the provisions of Section 828.073, Florida Statutes are satisfied (*i.e.*, pursuant to a Court order after petition and hearing). The City of Port Orange shall be responsible for all charges and expenses incurred in confiscating an animal pursuant to § 828.073, Fla. Stat. The appropriate paperwork must be submitted by the seizing agent to the Humane Society within three (3) business days of impounding the confiscated animal. Failure to comply with this requirement will result in "confiscated" animals being deemed "stray" animals, at which point care of the animal will be charged to the City of Port Orange at the default "stray" rates provided in Section 3(b) of this Agreement.

6. **DANGEROUS DOG LAW:** Pursuant to Sections 767.12 and 767.13, Florida Statutes, it will be the sole responsibility of the City of Port Orange's animal control authority to determine whether a dog is dangerous and to submit to the Humane Society the necessary paperwork as required by the applicable statutes. If quarantine is necessary, a dog quarantined pursuant to Sections 767.12 and 767.13, Florida Statutes, may be quarantined for ten (10) business days at a bona fide boarding kennel or veterinarian's office of the seizing agent's or owner's choice. Otherwise, the Humane Society will quarantine all dogs that the City of Port Orange's animal control authority determines to be dangerous for a maximum of ten (10) business days. The City of Port Orange shall pay the applicable charges for such service pursuant to Section 3(b) of this Agreement. If the owner of the dog is unknown by the end of the quarantine period, the City of Port Orange may request that euthanasia be performed by the Humane Society when it is the City of Port Orange's belief that the dog poses a threat to public safety.

7. **CONFISCATED ANIMALS - OWNER OF ANIMAL IS IN CUSTODY / DECEASED / HOSPITALIZED:** All animals whose owners are in police custody, deceased or hospitalized may be placed in a bona fide boarding kennel or veterinary clinic at the owner's expense. The Humane Society will accept any such animals that are seized or taken by the City of Port Orange. The City of Port Orange shall pay the applicable charges for such service (*i.e.*, "Confiscated Animal") pursuant to Section 3(b) of this Agreement.

8. **CONFISCATED ANIMALS DUE TO OWNER EVICTION:** Animals seized by the City of Port Orange as a result of an owner eviction will be held by the Humane Society for the time period necessary to attempt to contact the owner by certified mail. Upon receipt of the certified mail, the owner will be afforded an additional three (3) days to reclaim his/her animal(s), and, if the owner reclaims the animal(s), he/she will be responsible for all charges, as provided in Section 3(b), from the date of seizure. If not reclaimed by the owner, all charges accruing pursuant to Section 3(b) will be paid by the City of Port Orange.

As the impounding agency, if the City of Port Orange chooses not to have the Humane Society hold the animal for the entire reclamation period referenced above, the City of Port Orange may submit the animal to the Humane Society as a "stray," in which case the animal will be held for three (3) days prior to disposition. The City of Port Orange agrees to fully indemnify the Humane Society for any and all claims that may arise as a result of the City of Port Orange's decision to submit the animal as a "stray." The City of Port Orange shall pay the applicable charges for such service pursuant to Section 3(b) of this Agreement.

9. **REMEDY IN THE EVENT OF BREACH:** In the event that the City of Port Orange fails to make timely payment to the Humane Society for services rendered pursuant to this Agreement, the Humane Society, in its sole discretion, may elect to terminate this Agreement and cease providing services to the City of Port Orange. If the Humane Society exercises this option, it will provide the City of Port Orange with thirty (30) days written notice of its decision to terminate the Agreement. The City of Port Orange will remain responsible for payment for all services rendered by the Humane Society prior to and during the thirty (30) day notice period. Upon expiration of the thirty (30) day notice period, the Humane Society will no longer provide any services to the City of Port Orange.

10. **WAIVER OF BREACH:** The waiver by the Humane Society or the City of Port Orange of any breach or violation of this Agreement will not operate as or be construed to be a waiver of any subsequent breach of this Agreement.

11. **SOVEREIGN IMMUNITY:** The City of Port Orange expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with §768.28, Florida Statutes. Notwithstanding anything set forth in any section of the Agreement to the contrary, nothing in the Agreement shall be deemed as a waiver of immunity or limits of liability of the City of Port Orange 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 of Port Orange for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the City of Port Orange, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

12. PUBLIC RECORDS: The Humane Society acknowledges that in the course of performing its obligations under this Agreement, the Humane Society may generate, create, or otherwise come into possession of records, documents, electronic data, or other media that meet the definition of a "public record" as defined in Chapter 119, Florida Statutes ("Public Records Act"). With respect to such public records, the Humane Society acknowledges that the City of Port Orange and the Humane Society are required to comply with the Florida Constitution, and Chapter 119, Florida Statutes, in the handling of any such public records. To the extent practicable, the City of Port Orange agrees to notify the Humane Society of any public records request concerning the Humane Society or matters relating to the services provided under this Agreement and the Humane Society similarly agrees to notify the City of Port Orange of any public records request it receives concerning the City of Port Orange or matters relating to the services provided under this Agreement. If the City of Port Orange or Humane Society receives a request for public records that are in the possession or under the control of the Humane Society, the Humane Society agrees to promptly produce such records to the City of Port Orange upon request and at no charge or penalty to the City of Port Orange and further agrees to comply with all provisions of such Public Record Act as they may apply to the Humane Society. The City of Port Orange shall be authorized to seek declaratory, injunctive, or other appropriate relief from a court of competent jurisdiction on an expedited basis to enforce the requirements of this section, it being understood that the maintenance and production of public records is of paramount public importance under Florida law. Regardless of the foregoing, the enumeration of any remedies recited herein shall not be interpreted to limit or otherwise restrict the City of Port Orange from seeking any other appropriate cause of action against or remedy from the Humane Society, whether in law or in equity, in the City of Port Orange's enforcement of the requirements of this section.

13. MEDIATION: Any dispute arising from this Agreement, including, but not limited to, disputes over fees for services, will be mediated prior to a lawsuit being filed. Mediation will occur within sixty (60) days of written request by either party to mediate unless agreed to otherwise. The written request must be delivered in accordance with the provisions of Paragraph 18, below, of this Agreement. The cost of the mediator's fee will be borne equally by the parties.

14. ATTORNEY'S FEES: Both parties agree to bear the cost of their own attorneys' fees with respect to any disputes, lawsuits, or claims arising under this Agreement, except unless otherwise specifically allowed elsewhere in this Agreement or in the event of an action to recover amounts due under Part VII, Chapter 218, Florida Statutes, in which case, the court

shall award court costs and reasonable attorney's fees, including fees incurred through appeal, to the prevailing party.

15. **GOVERNING LAW AND VENUE:** The parties further agree that this Agreement will be governed by the laws of the State of Florida and that venue for any and all suits arising out of or otherwise attributable to this Agreement will lie exclusively in the courts of Volusia County, Florida, unless the matter at issue is solely cognizable in federal court, in which case, venue shall be in the Middle District of Florida, Orlando Division.

16. **SEVERABILITY:** If any provision of this Agreement or any part of any provision of this Agreement is found to be invalid by a court of competent jurisdiction, such will not affect the validity of any other provision, or part thereof, of this Agreement.

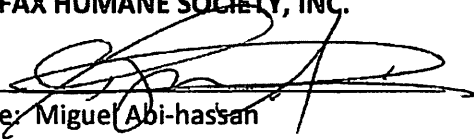
17. **ENTIRE AGREEMENT:** This Agreement constitutes the entire and final understanding and agreement with respect to the subject matter hereof and supersedes all prior or contemporaneous negotiations, promises, covenants, agreements, or representations concerning all matters directly or indirectly, collaterally related to the subject matter of this Agreement.

18. **AMENDMENTS:** This Agreement cannot be amended or modified except by a writing executed by both of the parties hereto or their respective administrators, trustees, personal representatives and successors.

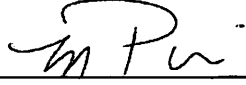
19. **NOTICES:** Any written notice required to be given under this Agreement is to be mailed by registered or certified mail, postage prepaid, to the party's business address or any other address designated for that purpose by written notice by either party to the other party.

IN WITNESS WHEREOF, the Humane Society and the City of Port Orange have executed this Agreement for Services between Halifax Humane Society Inc. and the City of Port Orange, effective on the date and year as set forth above.

HALIFAX HUMANE SOCIETY, INC.

By: 
Name: Miguel Abi-hassan
Title: Chief Executive Officer
Date: 7/12/16

ATTEST:

By: 
Name: Michelle Pari
Title: Chief Operating Officer
Date: 7/12/16

CITY OF PORT ORANGE

By: _____
Name: Allen Green
Title: Mayor
Date: _____

ATTEST:

By: _____
Name: Robin L. Fenwick
Title: City Clerk
Date: _____



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 07/19/2016

Consent item: Yes

SUBJECT: Change Order No. 1 to Vintage Painting, Inc. for Exterior Painting of Police Department Building Complex-OBM006

DEPARTMENT: Public Works

GOAL: 1 - Infrastructure Preservation

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

RECOMMENDED MOTION: Move to approve Change Order No. 1 to Vintage Painting and authorize the Mayor and City Clerk to execute all necessary contract documents.

SUMMARY: A change order to Vintage Painting Contract Bid# 16-06 is being requested to increase the contract price and time to allow for additional work (Bid alternates No. 1, 2, 4, and 9) to be completed along with current base bid work and alternates 3,5,6,and 7. There is no change in the scope of work.

The contract price will be increasing from \$37,710.00 to \$48,174.00 with the contract completion date changing from September 2, 2016, to September 17, 2016.

Project No.: OBM006 Funding Account No.: 50642005396397

ATTACHMENTS:

1.	Vintage Painting CO No. 1 Bid 16 06 Exterior Painting PD	Vintage Change Order 1 10464 add alternates.pdf
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Alyssa Walker
Branford Adumuah
Diana Fye
Tracey Riehm
Margaret Roberts
M. Jake Johansson

Created/Initiated - 06/09/2016
Approved - 06/09/2016
Approved - 06/09/2016
Approved - 06/15/2016
Approved - 07/13/2016
Final Approval - 07/13/2016

CHANGE ORDER NO. 1
To Standard Contract for Services dated April 15, 2016
VINTAGE PAINTING, INC., Contractor

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

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$37,710.00	Original Contract Times Substantial Completion: <u>90</u> days Final Completion <u>30</u> days
Net changes from previous Change Order: No. <u>0</u> : \$ \$0.00	Changes in contract time from previous Change Orders: No. <u>0</u> : <u>0</u> days _ days
Contract Price prior to this Change Order: \$37,710.00	Contract Completion Date prior to this Change Order: Final Completion: <u>09/02/2016</u> date
Net <u>increase</u> (decrease) of this Change Order No. <u>1</u> : \$10,464.00	Changes in contract time requested this Change Order No. <u>01</u> : (Requires Council Approval) <u>15</u> days
Contract Price with all approved Change Orders: \$48,174.00	Contract Times with all approved Change Orders: Final Completion: <u>09/17/2016</u> date

CHANGES ORDERED:

- I. **GENERAL:** This Change Order is necessary to cover changes in the work to be performed under the Standard Contract for services entered into by and between the parties on April 15, 2016.
- II. **REQUIRED CHANGES:** To provide for Bid Alternates No. 1, 2, 4, and 9 to be completed along with current base bid items and alternates 3, 5, 6, and 7. No goods shall be delivered nor services commenced hereunder until this Change Order has been fully executed by all parties.
- III. **JUSTIFICATION:**
Changes in scope require Council approval. Is this a scope change? No
- IV. **PAYMENT:** Payment for this Change Order shall be made in accordance with the terms of the Standard Contract for Services subject to a limit up to but not to exceed \$48,174.00. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Florida Statutes Section 218.70 through 218.79, as amended.

Acknowledgments:

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

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

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

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

RECOMMENDED BY:

Department Project Manager

By: 
Printed Name: Frank Flagg
Title: Facilities Manager

Date Signed: _____

ACCEPTED BY:

Contractor Vintage Painting, Inc.

By: 
Printed Name: Norman Turner
Title: Vice President

Date Signed: 6-8-12

RECOMMENDED BY:

City's Representative

By: _____
Printed Name: _____
Title: _____

Date Signed: _____

RECOMMENDED BY:

Engineer of Record

By: _____
Printed Name: _____
Title: _____

Date Signed: _____

APPROVED BY:

CITY OF PORT ORANGE

Department Head—Approval delegated by City Manager. Scope, schedule and cost changes above either \$25K or limit of unforeseen conditions allowance go to City Council.

By: 

Printed Name: Branford N. Adumuah

Title: Director of Public Works

Date Signed: 8/9/16

City Manager—Approval authority for changes up to either \$25K or limit of unforeseen conditions allowance. Scope and schedule changes sent to City Council.

By: _____

Printed Name: Michael Johansson

Title: City Manager

Date Signed: _____

Affirmed:

If Council approval is required:

By: _____

Printed Name: Allen Green

Title: Mayor

Date Signed: _____

Robin L. Fenwick, CMC, City Clerk

Date Signed: _____

SECTION 00090

TOTAL BASE BID

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

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

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

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

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

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

(**TOTAL BASE BID COST:** \$34,914.00 (In Figures))
INCLUDES ALTERNATE # 03, 05, 06, 07.

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

(In Words)

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

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

C.O.# 01

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

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

(In Words)

Refinish the interior walls of the sally port.

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

C.O.# 01

Refinish the interior walls of the sally port.

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

(In Words)

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

ALTERNATE #3 BID COST: (+/-) \$678.00 (In Figures)

INCLUDED IN
BASE BID.

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

ALTERNATE #4 BID COST: FIVE THOUSAND SEVEN HUNDRED SEVENTY FOUR DOLLARS

(In Words)

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

ALTERNATE #4 BID COST: \$5,774.00 (In Figures)

C.O.# 01

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

ALTERNATE #5 BID COST: (+/-) THREE HUNDRED FORTY THREE DOLLARS

(In Words)

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

ALTERNATE #5 BID COST: (+/-) \$343.00 (In Figures)

INCLUDED IN
BASE BID.

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

ALTERNATE #6 BID COST: (+/-) FOUR HUNDRED EIGHTY DOLLARS

(In Words)

Paint monument sign on both sides.

ALTERNATE #6 BID COST: (+/-) \$480.00 (In Figures)

INCLUDED IN
BASE BID

Paint monument sign on both sides.

ALTERNATE #7 BID COST: (+/-) ONE THOUSAND TWO HUNDRED NINETY FIVE DOLLARS

(In Words)

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

ALTERNATE #7 BID COST: (+/-) \$1,295.00 (In Figures)

INCLUDED IN
BASE BID

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

ALTERNATE #8 BID COST: (+/-) THIRTEEN THOUSAND THIRTY NINE DOLLARS

(In Words)

To add an additional coat of paint to the administration building only.

ALTERNATE #8 BID COST: (+/-) \$13,039.00 (In Figures)

THIS ALTERNATE
NOT USED

To add an additional coat of paint to the administration building only.

ALTERNATE #9 BID COST: (+/-) ONE THOUSAND FIVE HUNDRED SEVEN DOLLARS

(In Words)

In the event that the finish on the overhead doors is not in good condition after pressure washing, paint all of the overhead doors in the storage building with the D.T.M. semi-gloss paint.
(Exterior surfaces only)

ALTERNATE #9 BID COST: (+/-) \$1,507.00 (In Figures)

C.O.# 01

In the event that the finish on the overhead doors is not in good condition after pressure washing, paint all of the overhead doors in the storage building with the D.T.M. semi-gloss paint.
(Exterior surfaces only)

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

Company Name: VINTAGE PAINTING, INC.

Contact Person / Title: NORMAN TURNER / CEO

Mailing Address: P. O. BOX 290185 State: FL Zip: 32129

Phone: 386-760-0611 Fax: 386-760-7934 E-Mail: NORMAN@VINTAGEPAINTINGINC.COM

Signature: Norman Turner Submitted on: JAN. 21, 2016.

Vintage Painting, Inc.

431 Oak Street Suite 4-J

Port Orange, FL 32127

(386)760-0611

17 May 2016

Frank Flagg
Chris Barnes

City of Port Orange

Re: Exterior Painting Police Department.

Frank,

Per you instructions, we are hereby requesting a purchase order for the alternates that were excluded from our contract. Those alternates are 1, 2 , 4, & 8 total \$10,764.00

Thank you,

Norman Turner
Vintage Painting, Inc.

Barnes, Chris

From: Denise <deniseb@vintagepaintinginc.com>
Sent: Tuesday, May 17, 2016 3:41 PM
To: Barnes, Chris; Flagg, Frank; Norman Turner
Subject: Police Dept.
Attachments: CITY PORT ORANGE POLICE DEPT LETTER.pdf

Please see attached request.
Thank you.

Denise Bagwell
Vintage Painting
413 Oak Place Suite 4-I
Port Orange, FL 32127
deniseb@vintagepaintinginc.com



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 07/19/2016

Consent item: Yes

SUBJECT: Contract Extension With Management Partners, Inc. for Strategic Planning Services

DEPARTMENT: City Manager

GOAL: All

OBJECTIVE: All

RECOMMENDED MOTION: Move to approve the contract extension with Management Partners, Inc. and authorize the Mayor and City Clerk to execute all necessary contract documents.

SUMMARY: Under the City's Purchasing Code the City Manager approved a contract with Management Partners, Inc. for strategic planning services on March 18th, 2016. The consultant has requested additional time to complete their presentation to council, action planning steps and final report as required by the contract.

The contract expired on June 30th and Council was notified during the June 21st Council meeting that an extension was necessary. On June 21st Council agreed in concept to a future extension so that the consultant could finish their work.

This extension is due to meet city timelines and not due to the contractors failure to perform. While the consultant plans on presenting the strategic plan to the Council at this council meeting, there is still additional work to be completed including the action plan and final report. To be safe, Management Partners has requested to extend the contract until September 15th. This will not delay our internal processes or increase costs. As soon as the Council approves the strategic plan, staff can move forward in tying the budget to these goals and objectives.

Project Funding Account
No.: No.:

ATTACHMENTS:

1.	Amendment No 1 and Extension Agreement	Amendment No 1 and Extension Agreement 2.pdf
2.	Original Contract	Management Partners - Contract 3-18-16.pdf

Diana Fye
Margaret Roberts
M. Jake Johansson

Approved - 06/23/2016
Approved - 07/13/2016
Final Approval - 07/14/2016

AMENDMENT NO. 1 AND EXTENSION AGREEMENT

THIS AMENDMENT NO. 1 AND EXTENSION OF AGREEMENT ("Agreement") is made and entered into the day and year set forth hereinafter by and between the **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation located at 1000 City Center Circle, Port Orange, Volusia County, Florida 32129 (the "City"), and **MANAGEMENT PARTNERS, INCORPORATED** ("Contractor"), an Ohio corporation registered to transact business in Florida, whose principal address is 1730 Madison Road, Cincinnati, Ohio 45206 (collectively "the Parties").

WHEREAS, on the 18th day of March, 2016, the Parties entered into a Standard Contract for Services (the "Contract"), pursuant to Request for Proposal No. 16-16 for Strategic Planning Consultant Services with a term commencing on March 18, 2016 and continuing until June 30, 2016; and

WHEREAS, the Parties desire to extend the Contract from June 30, 2016 until September 15, 2016; and

WHEREAS, the Parties desire to amend the Contract to provide for updated public records compliance pursuant to Florida Statute; and

WHEREAS, the Port Orange City Council has determined that the execution of this Contract is beneficial to the citizens of the City of Port Orange.

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

1. Term. The term of the Contract is hereby extended. Notwithstanding the date of execution, this Agreement shall be effective commencing July 1, 2016 and continuing until September 15, 2016.

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

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

If Contractor does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Contractor may be subject to penalties under Section 119.10, Florida Statutes.

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

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

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

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

Witnesses:

MANAGEMENT PARTNERS, INCORPORATED

Printed Name: _____

By: _____

Gerald E. Newfarmer, President

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

Printed Name: _____

Date: _____

STATE OF OHIO
COUNTY OF HAMILTON

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Gerald E. Newfarmer, as President of Management Partners, Incorporated, an Ohio corporation registered to transact business in Florida, and who:

[Notary: Please select one]

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

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

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Allen Green, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

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

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

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the City, and who is personally known to me.

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



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this 18 day of March, 2016, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **MANAGEMENT PARTNERS, INCORPORATED**, an Ohio corporation registered to transact business in Florida, whose principal address is 1730 Madison Road, Cincinnati, Ohio 45206 ("Contractor"). (The City and Contractor are collectively referred to herein as the "Parties.")

1. Provision of Services

- (a) The Contractor hereby agrees to provide the City of Port Orange with Strategic Planning Consultant Services, as more specifically described in Request for Proposal No. 16-16 and Management Partners, Incorporated proposal dated February 5, 2016, both documents attached hereto as Exhibit "1."

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

Term: The term of this Contract shall commence on the last date the Contract is signed by the Parties and shall continue until June 30, 2016 (the "Term").

Manner and Place: As outlined in Exhibit "1," in accordance with and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances. Contractor shall not deliver goods or services without a written Purchase Order(s), signed by an authorized agent of the City of Port Orange.

Time and Essence: Contractor acknowledges that time is of the essence for Purchase Order(s) issued hereunder.

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

2. City Obligations. In return for the services identified above, the City agrees to compensate the Contractor at the prices set forth in Exhibit "1," subject to a limit up to but not to exceed Twenty-Nine Thousand Nine Hundred Ninety and 00/100 Dollars (\$29,990.00) during the term of this Contract. The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. Contract Administration. The Assistant City Manager, Alan Rosen, shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

4. 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 16 of this contract concerning disputes.

5. 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.

6. 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.

7. 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.

8. 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.

9. Termination for Non-Appropriation of Funds

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

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

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

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

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

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

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

11. 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.

12. Modifications or Changes to this Contract

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

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

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

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

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

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

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

20. 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.

21. 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: Alan Rosen, Assistant City Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5001

Contractor: Management Partners, Incorporated
Attention: Gerald E. Newfarmer, President
1730 Madison Road
Cincinnati, Ohio 45206
(513) 861-5400 – Telephone
(513) 861-3480 – Facsimile
jnewfarmer@managementpartners.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.

22. 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.

23. 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:

Amy Trimpe
Printed Name: AMY TRIMPE

Deborah J. McEwen
Printed Name: Deborah J. McEwen

STATE OF OHIO
COUNTY OF HAMILTON

MANAGEMENT PARTNERS, INCORPORATED

By: Gerald E. Newfarmer
Gerald E. Newfarmer, President

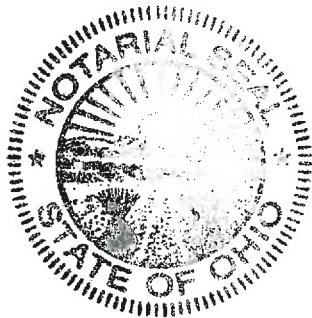
If this Contract is signed by an individual not identified as the President of the corporation in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the corporation.

Date: 3-15-16

The foregoing instrument was acknowledged before me this 15th day of March, 2016, by Gerald E. Newfarmer, as President of Management Partners, Incorporated, an Ohio corporation registered to transact business in Florida, and who:

[Notary: Please select one]

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



Jeri L. Beckstedt
Notary Public, State of Ohio
Printed, typed or stamped name, commission and expiration:

JERI L. BECKSTEDT
Notary Public, State of Ohio
My Commission Expires 04-15-2017

PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.

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

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Attention: Gerald E. Newfarmer, President
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Cincinnati, Ohio 45206
(513) 861-5400 – Telephone
(513) 861-3480 – Facsimile
jnewfarmer@managementpartners.com

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[Remainder of this page intentionally left blank]

Witnesses:

CITY OF PORT ORANGE

Cynthia K Rivera
Printed Name: Cynthia K. Rivera

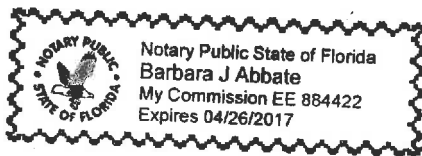
By: M.H. Johansson
M.H. Johansson, City Manager

Kelly McQuillen
Printed Name: Kelly McQuillen

Date: 3/18/16

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 18 day of march, 2016, by M.H. Johansson, as City Manager of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.



Barbara J Abbate
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration.

Witnesses:

ATTEST:

Kelly McQuillen
Printed Name: Kelly McQuillen

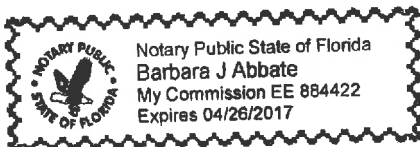
By: Robin L Fenwick
Robin L. Fenwick, CMC, City Clerk

Barbara J Abbate
Printed Name: Barbara J. Abbate

Date: march 18, 2016

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 18 day of march, 2016, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.



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

[CA 5237]

Proposed Fee

As requested in RFP, we are providing this cost proposal based on the deliverables. Because there are certain economies of scale in conducting all activities together, the total cost of the deliverables below total more than the fee for the entire project.

Management Partners anticipates devoting 150 hours of our staff time to complete the plan of work described in the proposal. The ultimate test of a quality project is that the client is pleased with the results, and we are committed to achieving that goal. The total cost of this project is \$29,990, which includes all fees and expenses.

The cost of doing each independent of the others is higher due to both travel costs and project planning time necessary for each deliverable.

Deliverable	Proposed Fee
Environmental Scan	\$ 4,500
Community Engagement Session	\$10,500
Strategic Planning Session	\$ 8,500
Draft Report	\$ 4,500
Final Report	\$ 1,000
Action Plan (Optional)	\$ 3,990
Presentation to City Council (Optional)	\$ 2,000
(Savings by combining all deliverables)	(\$ 5,000)
Total Proposed Fee	\$29,990

Proposal for

Strategic Planning Services

City of Port Orange

In response to Request for Proposals #16-16

February 5, 2016



Management
Partners



Management Partners
1730 Madison Road
Cincinnati, Ohio 45206
(513) 861-5400

www.managementpartners.com
jnewfarmer@managementpartners.com

EXHIBIT "1"

Engagement Approach and Schedule

Management Partners has extensive experience with similar work and is prepared to assist the City of Port Orange with all elements of the scope of work detailed in the Strategic Planning Advisory and Facilitation Services RFP. We make a commitment to quality and timely performance with each client we serve. The essentials of our project management approach are summarized below.

Strategic Planning Approach

Before we describe our proposed work plan, we would like to describe the elements of strategic planning that will be considered as we proceed collaboratively with your project team. Strategic planning involves establishing a vision for the future and a clear mission for the organization; articulating the organization's values; conducting a scan of the environment to identify opportunities, potential hazards, and impediments that could affect the organization; establishing goals; identifying priority strategies and critical success factors; and creating implementation action plans to ensure timely results. This framework and process will be tailored to the specific needs of Port Orange.

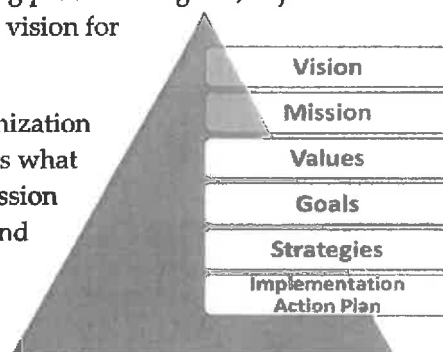
The following key components of strategic planning are provided as an overview of the elements we recommend for inclusion in the process. Our strategic planning for results framework and supporting definitions and descriptions correspond to the planning goals stated in the RFP. The elements are displayed graphically below.

A **vision** is a clear and concise statement of where the City wants to be in the future. Setting a vision is a fundamental element of the strategic planning process. All goals, objectives and strategies are directed toward achieving an established vision for the future.

A **mission statement** provides the purpose of the organization and guides the prioritization of opportunities. It defines what the organization stands for and what it will do. The mission also directs the day-to-day actions of an organization and its employees.

Values are the core operating principles of an organization. Values govern the actions and behaviors of policy makers and employees to effectuate the mission and vision of the organization. Examples include professional excellence, innovation, responsiveness, leadership, teamwork and integrity.

Goals provide the guidance for the direction and focus of the organization, budget decisions and allocation of other resources, such as staff time. They are frequently framed for specific areas of policy interest, such as the main areas of service. Goals or strategic priorities provide the "why" (larger meaning and context) of the specific actions the agency takes. They help



policy makers decide which of the many worthy projects should be done and when, within available resources. Goals must be meaningful and attainable.

Goals to achieve the vision are set to guide the development of priorities, objectives, and/or strategies and success indicators. Goals state the direction the organization will move over a period of time and state the desired outcomes to be achieved. Goals provide the “why” of the specific actions taken to achieve desired outcomes.

Strategies or Initiatives are the means to achieve the goals. They describe an approach or method and begin to answer the question: How will we go about accomplishing the goal? What will we actually do to realize the goals?

An **Implementation Action Plan** is the blueprint for carrying out the strategic plan. It contains the detailed steps that must be taken to assure that the goals and strategies are achieved. Action plans provide a framework for determining specific timelines, assignments, and resource allocations. They are designed to be a management tool to help the organization assure that goals are attained and are well-suited to periodic check-in about progress, changes or challenges. An example of an implementation action plan template is shown in graphic below.

Goal:					
Strategy 1:					
Key Tasks	Fiscal Year to Start/Complete	Resources (Staff, Funding, Other)		Lead Manager/ Team Members	Milestones and Success Indicators
		Currently Available	Needed		

The framework is based on communication and input from stakeholders who are partners, taxpayers, and recipients in the delivery of services. Successful local governments provide multiple and on-going ways to get and give information, which in turn informs the actions of its leaders. Periodic community stakeholder and public input is a best practice in the democratic exercise of strategic planning.

Achieving Results

Management Partners has worked for the majority of our clients on multiple occasions. They consistently tell us that they use our services on a variety of projects because our work provides implementation actions that accomplish their objectives. Management Partners is led by local government experts who know how to get things done, appreciate the difficulties and the constraints on local leaders, and understand the essential elements that effectively drive implementation. These elements include:

- » Creating a sense of urgency;
- » Engaged leadership;
- » Well-developed implementation planning;
- » Frequent communication with stakeholders;
- » Planned milestones and completion dates; and
- » Institutionalized management processes.

Implementation is effective only if there is an expectation and commitment to it. We use well-grounded management techniques to effectively shape organizational culture so that strategic goals can be realized.

Proposed Work Plan

Based on our experience and our understanding of the needs of City as outlined in the RFP, we have prepared the following detailed plan of work.

Activity 1 – Start Project

We will begin by meeting with the project manager and other key staff to finalize the work plan and schedule and discuss how each activity will be conducted. During this meeting we will establish the relationship between our associates and the City project team, confirm communication protocols, and the type of support that will be provided by staff. We will also identify relevant data and City reports that will be useful to the environmental scan.

Immediately after the kick-off meeting, we will begin our learning phase by conducting individual interviews with the City Council and senior leaders.

Activity 2 – Conduct Public Outreach

Management Partners will use the information collected during interviews and through the review of relevant data and documents to design an online survey to get input about the strengths, weaknesses, opportunities and threats (SWOT). We will also design a community engagement session to solicit ideas about the future of the City from a broad base of stakeholders. We will work with City staff to identify effective outreach strategies designed to encourage participation and feedback. The main ways people will interact will be:

- » *Survey Community Stakeholders.* Management Partners will design and deploy an online SWOT survey to allow confidential responses and maximum participation. The purpose of the survey will be to gather input about City strengths, weaknesses, opportunities, and threats, as well as feedback about the current vision and mission. We will target City volunteers and board members, partner organizations, key constituent groups, selected staff, and other stakeholders that have knowledge about the City.
- » *Facilitate Community Engagement Session.* We will facilitate a public session designed to engage stakeholders in providing input about current and future goals for the City. We will work with staff to present pertinent data from the City's environmental scan and facilitate semi-structured roundtable discussions, seeking to understand and uncover issues, opportunities and areas for improvement.

At the conclusion of this activity we will prepare a summary of the outcomes and an analysis of the survey results.

Activity 3 – Guide Environmental Scan Development and Prepare Materials

Management Partners will guide City staff in the preparation of an environmental scan to identify the trends and stakeholder needs influencing service delivery. The data will provide pertinent information about issues that City leaders may need to take into account in thinking about the future. Some of the data we recommend includes demographic projections, development trends, infrastructure conditions, financial indicators and other information that will be useful in understanding needs from an internal and external perspective.

The environmental scan provides the context that will help identify and frame strategic issues facing the City. These are the fundamental challenges that will be addressed in the vision, mission, and values, and goals and strategic priorities.

In addition to assisting with the development of an environmental scan, Management Partners will prepare accompanying materials (such as worksheets and summaries from individual interviews, the community session, and survey results). The documents will become part of the briefing book of contextual information and data to prepare participants for the workshop.

We will review drafts of the briefing materials with City staff and make revisions based on their review. Additionally, Management Partners will work with staff to finalize an agenda and any pre-work materials for the workshop and confirm location, logistics and equipment requirements.

Activity 4 – Conduct Strategic Planning Session

During this activity we will facilitate the strategic planning session. The session will include the City Council and executive staff. We anticipate that the workshop will last between six and eight hours. The results will be the creation of a vision and mission, a set of values, long-range goals, priorities, and measures of success for the strategic plan.

The agenda for the workshop may include any of the following components, subject to input from the City's project team.

- » Review and discuss interview, community session, and survey results,
- » Review and discuss the environmental scan,
- » Reach consensus on a vision, mission, and values, (if desired)
- » Reach consensus on high-level goals,
- » Identify several action strategies for each goal, and
- » Determine reporting and accountability mechanisms.

Our strategic planning workshops are engaging and interactive and are designed to ensure full participation. The strategic planning workshop will engage the participants in both large and small group exercises that are interesting and thought-provoking.

Activity 5 – Prepare Strategic Plan

Following the workshop we will prepare a draft strategic plan document. We will submit it for review by City staff. At the conclusion of the review period, we will incorporate your changes and suggested revisions, and prepare a final strategic plan.

Activity 6 – Prepare Implementation Action Plan and Support Implementation (Optional)

Upon completion of the strategic plan, Management Partners will prepare a draft Implementation Action Plan in collaboration with City staff. The Implementation Action Plan will serve as an executable roadmap that details the specific steps needed to accomplish each of the strategies included in the plan. The Implementation Action Plan includes a schedule, milestones and assigned responsibility, and is designed for incorporation into department and program-level work plans.

We will be prepared to present the final strategic plan to the City Council, if desired.

Proposed Schedule

While the proposed dates in the RFP are rather ambitious, we understand the urgency in completing the plan in time to inform the City's budgeting process. All dates are predicated on the start date of February 10, 2016.

Milestone	Proposed Completion Date
Start Project	March 7, 2016
Complete Environment Scan	By April 8, 2016
Hold Community Engagement Session	March 30, 2016
Strategic Planning Session	By April 22, 2016
Deliver Strategic Plan	By May 30, 2016

CITY OF PORT ORANGE, FLORIDA

REQUEST FOR PROPOSALS

Strategic Planning Consultant Services

RFP #16-16



Prepared by:

City of Port Orange Purchasing Division

January 2016

Release Date: January 19, 2016

Last Day for Questions: January 26, 2016 at 5:00 p.m.

Proposal Due Date and Time: February 5, 2016 at 2:30 p.m.

City of Port Orange, Florida

1000 City Center Circle

Port Orange, FL 32129

(386) 506-5718

purchdiv@port-orange.org

www.port-orange.org

SECTION 8 – SCOPE OF SERVICES

PORT ORANGE PROFILE:

The City of Port Orange, Florida encompasses approximately 28.8 square miles of land area. The City was established in 1867, was incorporated as a town in 1913, and in 1925 was incorporated as a city. The City is located in eastern Volusia County on the Atlantic coast, immediately south of the City of Daytona Beach, 100 miles south of the City of Jacksonville, 50 miles northeast of the City of Orlando, and approximately 45 miles north of the Cities of Titusville and Cape Canaveral.

As of April 1, 2015, the estimated population in the City of Port Orange was 58,656. This is a 4.7% increase since the 2010 census. Port Orange has approximately 420 full time equivalent positions and is a full service city providing fire, police, water utilities and other services with the following departments and divisions:

- Mayor and Council
- City Manager
 - Public Information
 - City Clerk
- City Attorney
- Finance
 - Accounting
 - Budget
 - Purchasing
- Administrative Services
 - Human Resources
 - Risk Management
 - Information Technology
- Community Development
- Fire and Rescue Services
- Police
- Public Works
 - Administration
 - Maintenance
 - Stormwater Utility
 - Solid Waste
- Parks and Recreation
- Water/Sewer Utilities

Port Orange is a Council-Manager form of government with an elected mayor and four (4) council members. The mayor and the council are elected for staggered for-year terms. The council is governed by the city charter and by state and local laws and regulations. The City Council is responsible for the establishment and adoption of policy and the execution of the policy is the responsibility of the city manager.

RECENT STRATEGIC PLANNING EFFORTS IN PORT ORANGE:

For at least the last 10 years, the City of Port Orange has conducted a citizen survey, which (in recent years) has garnered over 1,000 responses. Some of these reports created from this data can be found online at https://www.port-orange.org/city_council. The current citizen survey will be live from January 15th, 2016 until February 5th, 2016. City staff will prepare a report based on this information and will present it to Council during the strategic planning session as additional information to consider when creating goals and objectives. City staff is prepared to work closely with the prevailing facilitator to ensure proper scheduling of the strategic planning session.

The City has undergone strategic planning sessions each year for the past two years. The most current report can also be found online at https://www.port-orange.org/city_council. Some concerns that arose out of the current strategic plan include the lack of live participation in the process by stakeholders outside of City Council (to include staff, residents and businesses). Last year's session was open to the public, but there was only one participant from this demographic. This does not include the more than 1,000 people that participated online.

Therefore, one of the main goals of this coming year's strategic planning session is to facilitate a community engagement session prior to the strategic planning session in the hopes that the City can garner more (live) participation from the community. In addition, the City would like to include executive staff along with the City Council in the development of objectives that will lead to the successful completion of city goals.

It is important to note that the City's budget process will begin shortly after the strategic planning session. While the draft report is not due until about 3 weeks after the session, the goals and objectives will need to be defined clearly enough so that departments can be working on their budget plan right away. City staff will be taking notes during this session to ensure this detail is captured.

PROJECT GOALS:

The successful completion of this project from the City's perspective include:

- High level (5-10 year) goals that are attainable and realistic for the City
- High level objectives linked to the goals that both the council and executives feel are realistic representations of how to move forward in accomplishing the 5 – 10 year goals.

SCOPE OF WORK:

1. Perform a high level environmental scan of the city and present the results at the city council strategic planning session.
2. Hold at least one (1) community engagement session to obtain input on current and future goals from residents, business owners and other stakeholders outside of elected officials and city staff. Present the results of the community engagement at the council strategic planning session. Please note, City staff will work with the successful bidder to implement communication strategy to encourage as many people to attend this session as possible. However, given our low turnout in the past by the public, the City will need help in creating this strategy.
3. Hold a strategic planning session with the city council and executive staff to obtain high level goals and priorities for the city that cover a 5 – 10 year horizon.
 - a. During the strategic planning session, present the results of the environmental scan, community engagement session and any other pertinent information that may be useful for the city council in coming to consensus on their high level goals.
 - b. During the strategic planning session, perform a high level SWOT (Strength, Weaknesses, Opportunities and Threats), the result of which will be useful in creating goals and objectives.
4. Prepare an action plan for city departments to use in working towards the agreed upon objectives (optional).
5. Deliver a draft and final report (after comments have been provided by the city) containing the results of all analysis and facilitations described in 1 – 4 (above).

6. Present final report to city council (optional).

PROPOSED TIMELINE:

1	RFP Release	01/19/16
2	Deadline to submit questions	01/26/16
3	Answers posted	01/29/16
4	Deadline for proposal submission/bid opening	02/05/16
5	Contract award/notice to proceed	02/10/16
6	Environmental scan	02/10/16 – 02/27/16
8	Community engagement session	02/22/16
9	Strategic planning session	02/27/16
11	Deliver draft report to city	03/14/16
12	City returns draft with comments	03/28/16
13	Deliver final report to city with action plan (action plan optional)	04/11/16
14	Present final report to City Council (optional)	04/11/16 – 05/10/16

Note: This is a proposed timeline, which is subject to change

DELIVERABLES:

1. Environmental Scan
2. Community Engagement Session
3. Strategic Planning Session with Elected and Appointed Officials (to include SWOT analysis)
4. Draft Report
5. Final Report
6. Action Plan (optional)
7. Presentation to City Council (optional)

MINIMUM QUALIFICATIONS OF FIRM:

Firms submitting responses to this RFP should have a minimum of 10 years' experience in:

- Facilitating elected and executive officials in the development of strategic plans especially in medium to large cities/counties
- Performing successful citizen engagement facilitations.
- Creating buzz with stakeholders such that it maximizes participation in citizen engagements.
- Preparing SWOT analyses and environmental scans
- Preparing action plans
- Preparing and presenting reports to elected officials in a public meeting

SUMMARY OF PROPOSERS QUALIFICATIONS:

- Provide details of at least 5 engagements with identical or similar scope of services as the services required herein. These examples should be engagements with similar sized cities completed within the last two years. For each engagement provide the scope of services, contract duration including dates, contract amount and reference with contact information.
- In addition, please provide a complete list of all cities and counties for which the firm has completed similar strategic plan facilitations with elected officials within the last five years.

MINIMUM QUALIFICATIONS OF PERSONNEL INCLUDED IN RFP RESPONSE:

- **Project Manager/Facilitator**
 - Minimum of 10 years of experience with the same qualifications mentioned in “Qualifications of Firm.”
- **Other Project Members**
 - Minimum of 5 years of experience with the same qualifications mentioned in “Qualifications of Firm.”

PROPOSERS STAFF QUALIFICATIONS:

The proposal shall include a listing of all personnel assigned to perform the various services and tasks included in this engagement.

Identify the partners, managers and supervisors who will work on this project, including staff from other than the local office if necessary. An organization chart for the projected proposed staffing may be provided. Resumes of principals and/or staff members to be assigned to the project must be submitted including the following information:

- Education
- Relative supplementary education
- Experience (especially as it relates to facilitation and strategic planning in local government)
- Professional recognition and awards
- Details of prior or current engagements for each individual assigned to this project in developing, facilitating, or supporting strategic planning in local government

ENGAGEMENT APPROACH:

Provide a detailed engagement approach describing in detail how the Proposer intends to provide the services required herein detailing means and methods for each component of the scope of services including, but not limited to the following:

- Identification and explanation of major components required to perform and complete the objectives of this engagement including:
 - Conducting a high level environmental scan
 - Strategy for maximizing turnout of community engagement session
 - Conducting a community engagement session
 - Presenting results of the environmental scan and community engagement session
 - Conducting a SWOT analysis and a strategic planning session with elected and appointed officials
 - Creating a draft and final report
 - Creating an action plan (optional)
 - Presenting to City Council (optional)

Indicate if any of the proposed services will be conducted by a subcontractor or sub-consultant.

ENGAGEMENT SCHEDULE:

Provide a detailed schedule showing the overall duration and timeline required for each component of the engagement.

PROPOSED FEE:

Provide a total proposed fee, not to exceed amount broken down by deliverable as described in the chart below. Include prices for the "optional" deliverables as well.

Deliverable	Proposed Fee
Environmental Scan	\$
Community Engagement Session	\$
Strategic Planning Session	\$
Draft Report	\$
Final Report	\$
Action Plan (Optional)	\$
Presentation to City Council (Optional)	\$
Total Proposed Fee	

RESPONSIBILITIES:

Provide a list of responsibilities to be completed during this project by both the proposer and the City to ensure a successful strategic plan development. Keep in mind, the City is willing to work in partnership with the successful respondent in order to reduce costs and retain adherence to the proposed timeline.

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CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 07/19/2016

Consent item: Yes

SUBJECT: Assignment of Contract for Commercial/Industrial Realtor Services

DEPARTMENT: Community Development

GOAL: 3 - Economic Development

OBJECTIVE: 4 - Establish a pricing and marketing program for City land in Eastport and other areas

RECOMMENDED MOTION: Move to approve the Assignment of the Contract for Commercial/Industrial Realtor Services from John W. Trost, Transact Realty Commercial Services, Inc., to John W. Trost, SVN Alliance Commercial Real Estate Advisors, for real estate broker/firm services to sell various city properties.

SUMMARY: In October 2015, the City Council approved the Contract for Commercial/Industrial Realtor Services with John W. Trost, Transact Realty Commercial Services, Inc. (Prudential). As of July 1, 2016, Mr. Trost will be with his new firm, SVN Alliance Commercial Real Estate Advisors. Transact Realty Commercial Services, Inc. has submitted an assignment of this contract to SVN Alliance Commercial Real Estate Advisors. The current contract requires City Council approval of any assignment.

The subject services are funded through a percentage of the closing cost of each sale. If a property sale is consummated with a separate cooperating broker, the City will compensate the Broker six percent (6%) of the sales price, which is to be paid only at closing on subject property. The six percent fee will be split equally between brokers. In the event of the sale being consummated with John W. Trost as the only broker, the City will compensate Mr. Trost five percent (5%) of the sales price.

Mr. Trost was the Proposer of the Response for RFP #15-31 for Commercial/Industrial Realtor Services and as the listed Broker, an integral part of the awarded contract; therefor, staff recommends approval of the assignment.

When the City Council approved the contract in October 2015, there were three properties the City was focused on selling:

1. 4460 Eastport Parkway, Lot 5 Eastport Business Park
2. 4500 Eastport Parkway, Lot 6 Eastport Business Park Unit II
3. 3875 Yorktowne Boulevard

The 3875 Yorktowne Boulevard property is under contract and on track to close on July 15, 2016. Mr. Trost brought forward a proposed sale of 4460 Eastport Parkway, Lot 5 Eastport Business Park, and on June 6, 2016, the City Council approved the sale to

TCW Management, LLC, which is scheduled to close by the end of July. Mr. Trost's services could also be used to sell other City-owned properties, such as the property purchased at 4750 Ridgewood Ave. (Penna Court) subject to the final negotiations with the interested contract purchaser and properties in the Riverwalk area.

Project Funding Account
No.: No.:

ATTACHMENTS:

1.	Assignment Request	Assignment Request.pdf
2.	Assignment of Standard Contract for Services	Assignment for real estate services.pdf

Penelope Cruz	Created/Initiated - 06/30/2016
Wayne Clark	Approved - 06/30/2016
Margaret Roberts	Approved - 07/13/2016
M. Jake Johansson	Final Approval - 07/14/2016

Request for Assignment of Contracts

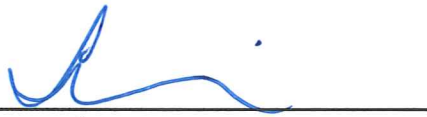
Transact Realty Commercial Services, Inc. ("Assignor") hereby requests to assigns and otherwise transfers ("assigns") to Alliance Real Estate Advisors, LLC dba SVN Alliance Commercial Real Estate Advisors ("Assignee") all rights, title and interest held by Assignor in and to the Standard Contract for Services described as follows:

See Exhibit A, attached, Standard Contract for Services dated November 10, 2015 and concerning 4500 and 4460 Eastport Parkway, Port Orange, FL (property address) and City of Port Orange (owner name).

Assignor warrants and represents that said Standard Contract for Services is in full force and effect. Assignor further warrants that it has the full right and authority to transfer said Standard Contract for Services and that contract rights herein transferred are free of lien, encumbrance or adverse claim. Said contract has not been modified and remains on the terms contained therein.

Assignee hereby assumes and agrees to perform all remaining and obligations of Assignor under the contract and agrees to indemnify and hold Assignor harmless from any claim or demand resulting from non-performance by Assignee. Assignee shall be entitled to all monies remaining to be paid under the contract, which rights are also assigned hereunder. Assignee further represents John W. Trost, CCIM is an agent of Alliance Real Estate Advisors, LLC and shall continue be the broker to administrate the Provision of Services with the City of Port Orange.

Both parties acknowledge this assignment of Standard Contract for Services requires the express written approval of the Port Orange City Council and this Request for Assignment of Contracts is subject to the written approval of the Port Orange City Council. This Assignment shall only become effective with the written approval of the Port Orange City Council and then shall be binding upon and inure to the benefit of the parties, their successors and assigns. In the event this Request for Assignment of Contracts is not approved by the Port Orange City Council, this request shall become null and void and Standard Contract for Services shall not be assigned.

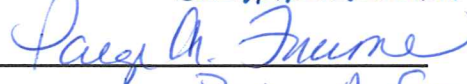

Printed Name: STEPHANIE M. HATT


Printed Name: JOHN W. TROST

Assignor

By: 
Sheriff Guindi, President
Transact Realty Commercial Services, Inc.
Dated: 6/28/16


Printed Name: STEPHANIE M. HATT


Printed Name: Paige A. Frame

Assignee

By: 
Carl Lentz, IV, Managing Member
Alliance Real Estate Advisors, LLC
Dated: 6-29-2016

ASSIGNMENT OF STANDARD CONTRACT FOR SERVICES

THIS ASSIGNMENT OF THE STANDARD CONTRACT FOR SERVICES (this "Assignment") is dated as of _____, 2016, and is entered into by and between **Transact Realty Commercial Services, Inc.**, a Florida corporation whose mailing address: 120 South Palmetto Avenue, Daytona Beach, Florida 32114, hereinafter "Assignor," and **Alliance Real Estate Advisors, LLC**, a Florida limited liability company dba **SVN Alliance Commercial Real Estate Advisors** with a mailing address: 1275 W. Granada Boulevard, Suite 5B, Ormond Beach, FL 32174, hereinafter "Assignee," and **CITY OF PORT ORANGE**, a municipal corporation, mailing address: c/o City Manager, 1000 City Center Circle, Port Orange, FL 32129-4144, hereinafter "City."

WHEREAS, The City and Assignor entered into a certain Standard Contract for Services, dated November 10, 2015 in response to Request for Proposal No. 15-31 for the purpose of providing real estate services to sell various pieces of property owned by the City, hereinafter "Contract," a true, correct, and complete copy of which is attached hereto as **Exhibit "A"** and incorporated herein by this reference; and

WHEREAS, Assignor desires to assign to Assignee all of Assignor's rights, title and interest in and under the Contract; and Assignee desires to accept such assignment and assume all of Assignor's duties and obligations thereunder; and

WHEREAS, Assignment of said Contract requires written approval by the City of Port Orange.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, receipt of which is hereby acknowledged, Assignor, Assignee and City agree as follows:

1. The premises set forth above are true and correct, and form a material part of this Assignment.
2. Assignor assigns, transfers and sets over to Assignee all of Assignor's right, title and interest in and under the Contract, including any monies remaining to be paid under the Contract;
3. Assignee hereby accepts such assignment and assumes and agrees to perform all of Assignor's duties and obligations arising under the Contract.
4. Assignee represents John W. Trost, CCIM, is an agent of the Assignee and shall continue to be the broker to administrate the provision of services to the City of Port Orange.
5. Assignor represents and warrants to Assignee that the Contract is in full force and effect and has not been modified or amended, either orally or in writing; Assignor is not in default under the Contract and the City thereunder has no defense, counterclaim or right of setoff against Assignor; Assignor has the full right and authority to make this Assignment, and has not previously

assigned, transferred or otherwise encumbered its rights under the Contract.

6. Assignee assumes and agrees to perform all remaining obligations of Assignor under the Contract and agrees to indemnify and hold Assignor harmless from any and all loss, liability, cost or expense, including reasonable attorneys' fees suffered or incurred by Assignor as a result of a breach of any of the foregoing warranties.

7. City joins in for the purpose of granting approval of this Assignment of the Standard Contract for Services from Assignor to Assignee.

8. The effective date of this Assignment shall be the date of the signing of all parties to this Contract.

9. This Assignment 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 electronic transmittal of an executed copy of this Assignment shall be deemed valid as if an original signature was delivered.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the day and year first above written.

Witnesses:

Print Name:

Print Name:

ASSIGNOR:

Transact Realty Commercial Services, Inc.,
a Florida corporation

By: _____
Sheriff Guindi, President

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Contract was acknowledged before me this _____ day of _____, 2016, by Sheriff Guindi, President of Transact Realty Commercial Services, Inc., a Florida corporation, authorized to act on behalf of said corporation. Having presented _____ as identification or he is personally known to me.

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

Witnesses:

Print Name:

Print Name:

ASSIGNOR:

Alliance Real Estate Advisors, LLC
a Florida limited liability company

By: _____
Carl Lentz, IV, Managing Member

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Contract was acknowledged before me this ____ day of _____, 2016, by Carl Lentz, IV, Managing Member of Alliance Real Estate Advisors, LLC, a Florida limited liability company, authorized to act on behalf of said company. Having produced a _____ as identification or he is personally known to me.

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

Witnesses:

Print Name Below:

Print Name Below:

Print Name Below:

Print Name Below:

CITY OF PORT ORANGE, FLORIDA,
a chartered municipal corporation

By: _____
Allen Green, Mayor

Date: _____

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

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

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

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

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Contract was acknowledged before me this _____ day of _____, 2016, by Robin Fenwick, City Clerk of the City of Port Orange, Florida, a chartered municipal corporation, on behalf of the City. She is personally known to me.

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

EXHIBIT "A"



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this 10th day of November, 2015, by and between the CITY OF PORT ORANGE, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and TRANSACT REALTY COMMERCIAL SERVICES, INC., a Florida corporation whose principal address is 120 South Palmetto Avenue, Daytona Beach, Florida 32114 ("Contractor"). (The City and Contractor are collectively referred to herein as the "Parties.")

1. Provision of Services

- (a) The Contractor hereby agrees to provide the City of Port Orange real estate broker/firm services to sell various city properties, more specifically described in Exhibit "1", attached hereto. The Parties have agreed that a contract for purchase and sale executed by the City on or before February 5, 2016 for the property located at 3875 Yorktowne Boulevard, Lot 8 of Port Orange Gateway Center Replat per Map Book 50, Pages 24-27 of the Public Records of Volusia County, Florida, with the Purchaser as follows: Harry Patel, Sage Development Group or their successors and assigns; shall not require the services of the Contractor and the City shall not and the Purchaser shall not be obligated to compensate the Contractor under the terms of this Contract.

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

Term: The initial term of this Contract shall commence on the last date this Contract is signed by the Parties and shall continue until September 30, 2016 (the "Initial Term").

Annual Renewals: This contract may be renewed for three (3) additional periods as follows:

Renewal No. 1:	October 1, 2016 through September 30, 2017
Renewal No. 2:	October 1, 2017 through September 30, 2018
Renewal No. 3:	October 1, 2018 through September 30, 2019

The City makes no covenant or promise as to the number of available projects, nor that Contractor will perform any work or services for the City during the life of this Contract. The City reserves the right to contract with other parties for the services contemplated by this Contract, as determined in the City's sole and absolute discretion.

Manner and Place: As outlined in Request for Proposal No. 15-31, in accordance with and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances.

Time and Essence: Contractor acknowledges that time is of the essence for the notice to proceed issued hereunder.

Licensure Requirements: Contractor shall comply with all applicable federal, state, county and city laws, regulations and ordinances with respect to the licensing and certifications required for the performance of work as specified by this Contract and attached exhibit.

Authorization for Services: This Contract standing alone does not authorize the performance of any work or services to be provided by the Contractor or require the City to place any orders for work or service. Authorization for performance of services by the Contractor under this Contract shall be in the form of a written Notice to Proceed, issued by an authorized agent of the City of Port Orange.

2. City Obligations. In return for the services identified above, the City agrees to compensate Contractor as set forth in Exhibit "1" attached hereto. The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. Contract Administration. The Community Development Director, Wayne Clark, shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

4. 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 19 of this contract concerning disputes.

5. 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.

6. 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.

7. 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.

8. 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.

9. Termination for Non-Appropriation of Funds

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

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

10. 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
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Workers' Compensation	<u>Limits:</u>	Coverage A - Statutory Coverage B - \$100,000	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
<u>Additional Coverage:</u>		All States (Broad Form) Voluntary Compensation	
Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u>	Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000 Aggregate	When the Contract work on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
Comprehensive Business, Automobile Liability to include all automobiles.	<u>Limits:</u>	Auto Liability Bodily Injury: \$100,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence.	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
<u>Additional Coverage:</u>		Non-Owned, Hired Car	
Property Insurance Builders Risk:	<u>Limits:</u>	Buildings - Completed value of contract.	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
<u>Additional Coverage:</u>		"All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	
Professional Liability (Errors & Omissions)	<u>Limits:</u>	Coverage- \$1,000,000 minimum	

11. 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.

12. 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

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with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

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

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

13. 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.

14. 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.

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

16. 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

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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.

17. 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.

18. 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.

19. 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.

20. 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.

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

22. Additional Provisions. As may have been outlined in Request for Proposals No. 15-31 and written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work.

23. 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.

24. 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: Wayne Clark, Community Development Director 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5610
Contractor:	Transact Realty Commercial Services, Inc. Attention: John W. Trost 120 South Palmetto Avenue Daytona Beach, Florida 32114 (386) 253-8565

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.

25. 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.

26. 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:

[Signature]
Printed Name: LISA FUSTER

[Signature]
Printed Name: SANDRA R. GUINDI

TRANSACTION REALTY COMMERCIAL SERVICES, INC.

By: [Signature]
Sheriff Guindi, President

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

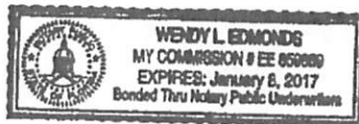
Date: 11-9-15

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 9 day of November, 2015, by Sheriff Guindi, as President of Transaction Realty Commercial Services, Inc., a Florida corporation, and who:

[Notary: Please select one]

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



Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

M.T. Roberts

Printed Name: Margaret T. Roberts

By: Allen Green

Allen Green, Mayor

MLG

Printed Name: MLG

Date: November 10, 2015

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 10th day of November, 2015, by Allen Green, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.



Margaret T. Roberts

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:

Frances Gosnell

Printed Name: Frances Gosnell

By: Robin L. Fenwick

Robin L. Fenwick, CMC, City Clerk

Frank M. London

Printed Name: Frank M. London

Date: 11/10/15

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 10 day of NOV, 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.



FRANCES GOSNELL
MY COMMISSION # FF 237410
EXPIRES: June 4, 2019
Bonded Thru Budget Notary Services

Frances Gosnell

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

[CA 4907]



Fee Proposal/Schedule

Sale of property fee

i) In the event of the sale being consummated with cooperating broker, the Seller shall compensate Broker Six percent (6%) of the sales price to be paid only at Closing on subject property, the six percent fee shall be split 50/50 between brokers.

ii) In the event of the sale being consummated with John W. Trost as the only broker, the Seller shall compensate Broker Five percent (5%) of the sales price to be paid only at Closing on subject property.

Leased property fee

i) If the Property is leased to Tenant and consummated with cooperating broker the Seller shall compensate Prudential Six percent (6%) of the annual minimum rent due during the initial term and Three Percent (3%) on any renewal period(s), in the event lease renewal option is exercised. Lease fees shall be split 50/50 between brokers.

The initial commission shall be paid one-half within thirty (30) days of lease execution and one-half within thirty (30) days of business opening and rent being paid; and within thirty (30) days of the execution of any lease renewals.

ii) If the Property is leased to Tenant and consummated with John W. Trost as the only broker the Seller shall compensate Prudential Five percent (5%) of the annual minimum rent due during the initial term and Three Percent (3%) on any renewal period(s), in the event lease renewal option is exercised.

The initial commission shall be paid one-half within thirty (30) days of lease execution and one-half within thirty (30) days of business opening and rent being paid; and within thirty (30) days of the execution of any lease renewals.

Marketing Costs

Prudential will be responsible for all marketing costs including but not limited to staff, advertising & marketing materials, travel and signage.

Carry Over Compensation

Prudential to be compensated if Property, or any interests therein are sold, leased or contracted to be sold or leased or otherwise transferred within 180 days after Termination Date to anyone to whom the Property was submitted by or through the efforts of any Broker or Owner before Termination Date. However, the obligation to pay such compensation to Broker shall cease if a bona fide Exclusive Right of Sale or Lease Contract is entered into after the Termination Date with another licensed Broker and a sale, lease or exchange or contract, of Property is made during the term thereof.



Methodology and Implementation Process

Preparation of Color Brochure and Marketing Package

Hard copy and electronic.

Presentation with Site Layout and Aerial Photos

For the best presentation of property features.

Develop and monitor an On-Going Marketing & Advertising Plan

Target Market Generator, Postcard Direct mail, Proprietary Database and Email broadcasts.

Implemented and monitored by full-time marketing coordinator with a proven results driven marketing strategy

Presentation, Proposal Evaluation and Closing

Meeting and Showing Property and its Benefits to Prospects and other Brokers

Evaluating Letters of Intent and Contract Negotiations.

Working through the Details to Closing with Attorneys, Lenders and Others.

Nationally Recognized Prudential Billboard Sign to be erected as permitted on Property

The Prudential name and "Rock" logo instill confidence and integrity a standardized layout and appropriate property description on the 97% internationally recognized property sign.

Loopnet #1 In Commercial Real Estate Online – Premium Level Exposure

The highest visited commercial real estate site in the country.

Ability to track listing statistics and email prospects.

CCIMNet, Catylist, TotalCommercial, CoStar Showcase, and JohnTrout.com

Placing property within access to the most qualified buyers, tenants and commercial practitioners in the country by utilizing the most subscribed and visited portals and search engines, such as Oodle Classifieds, RE Business Online, CIMLS, Google and Yahoo.

Track all listing statistics and email prospects.

MLS

Place In Multiple Listing Service.

Introduces the property to over 1700 licensed agents in the Greater Daytona Area.

Team Volusia Economic Development Corporation

An organization that works to support business growth and recruit new business in Volusia County and its 16 cities. Utilizing Volusia At A Glance, Site Selection & Planning and CEO Business Alliance.



Additional Marketing

Listings are pushed to the following websites and search engines:

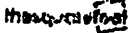
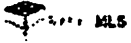
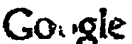
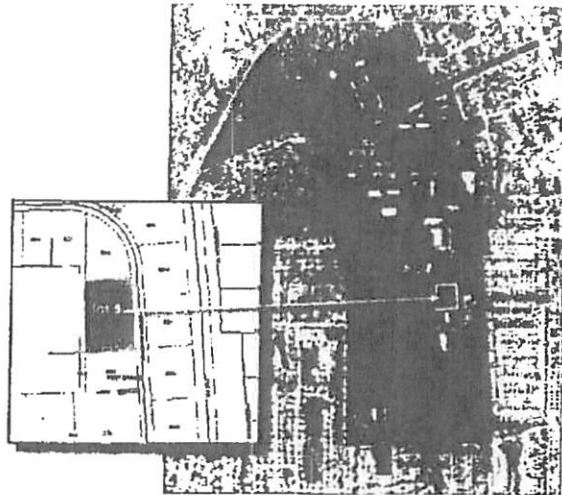
 SiteLink A Catalyst	SiteLink: Prudential Commercial Real Estate FL Our company's web is powered by Catalyst.		Catalyst.com Catalyst's national commercial real estate search engine, drawing thousands of visitors daily.
 PropertyStark	PropertyStark A property search site for the South Florida market.	 OfficeSpace	OfficeSpace A national search engine for office, retail, and industrial space.
 42Floors	42Floors A national search engine for finding office space.	 TheSquareFoot	TheSquareFoot A national search engine for office, retail, and industrial space.
 RetailMLS	RetailMLS A comprehensive MLS for Retail Leases.	 Rofo	Rofo A national search engine for office, retail, and industrial space.
 Real-Buzz	Real-Buzz An international commercial property search engine, powered by Inetel.	 Code Classifieds	Code Classifieds One of the world's largest code book services.
 Lyons Classifieds	Lyons Classifieds One of the world's largest classified services.	 Vast Classifieds	Vast Classifieds A leading vertical search engine for real estate with 15 years of experience.
 Google	Google The world's leading search engine.	 bing	Bing A search engine powered by Microsoft.

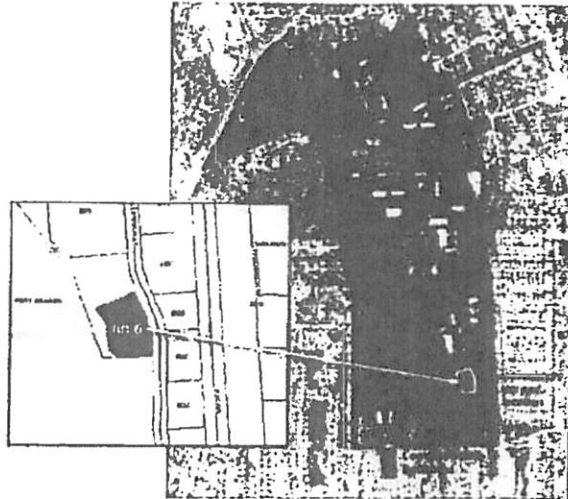
EXHIBIT "1"

11

4460 Eastport Parkway, Lot 5 Eastport Business Park



4500 Eastport Parkway, Lot 6 Eastport Business Park Unit II



3875 Yorktowne Boulevard, Lot B

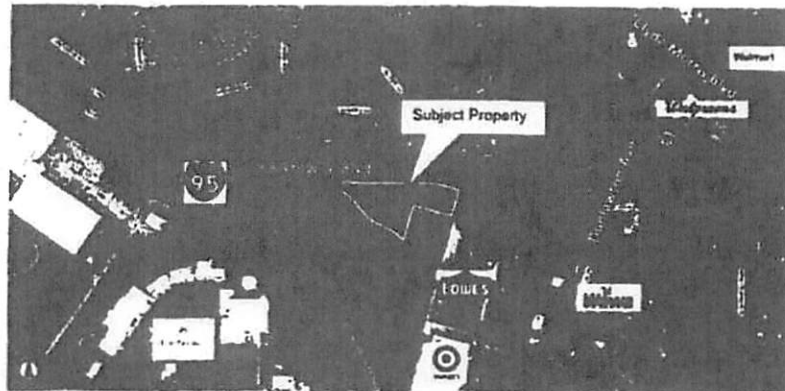


EXHIBIT "1"

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CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 07/19/2016

Consent item: Yes

SUBJECT: Task Authorization No. 4 to the contract with Traffic Engineering Data Solutions, Inc. (TEDS) for design and permitting of the Victoria Gardens Sidewalk.

DEPARTMENT: Community Development

GOAL: 1 - Infrastructure Preservation

OBJECTIVE: 1 - Develop shovel ready projects in preparation for funding opportunities

RECOMMENDED MOTION: Move to approve Task Authorization No. 4 to Traffic Engineering Data Solutions, Inc. (TEDS) for the design and permitting of the Victoria Gardens sidewalk in an amount not to exceed \$63,739.50, and authorize the Mayor and City Clerk to execute the Task Authorization.

SUMMARY: The City has entered into a LAP agreement with the FDOT for the design of the Victoria Gardens sidewalk. The LAP agreement funding is based on the estimated design cost identified in the feasibility study and includes \$80,156 of State and Federal funds and a City match of \$8,910. Staff was able to secure a design cost lower than the funding amount. Based on past practice, staff expects FDOT to require a supplemental agreement to adjust the amount to match the contract price.

This project was identified as a needed project in the Spruce Creek High School and Sweetwater Elementary School Safe Routes to School Study conducted in 2010. The City Council approved submittal of this project to the River to Sea Transportation Planning Organization (R2CTPO) as part of the call for 2011 prioritized XU Bicycle/Pedestrian projects. A feasibility study was completed in August 2015. The project design will provide a minimum five (5) foot wide sidewalk along the east side of Victoria Gardens Boulevard extending approximately 2,420 feet from Applevue Way to Clyde Morris Boulevard.

Traffic Engineering Data Solutions, Inc. (TEDS) was ranked first by the selection committee for RFSQ #13-19 for LAP Design and Permitting Services and awarded a contract by City Council in 2014. The scope of services and fee included in this Task Authorization has been negotiated in accordance with the Consultants Competitive Negotiations Act (CCNA) and reviewed by FDOT. The design fee represents 12.1% for engineering design and permitting and 1% for survey of the 2017 estimated construction cost of the project which is \$528,321. Because this is a LAP project that utilizes State and Federal funds, additional design and bid package requirements above and beyond typical site plan design are needed, contributing to the additional man-hours and resulting fee. The fee is lower than the opinion of probable cost identified in the feasibility study prepared for the R2CTPO and current industry pricing within our area for comparable LAP projects.

Project No.: OMI018
OMI018

Funding Account No.: 312-4300-541.63-97
312-0000-334.49-16

ATTACHMENTS:

1.	Task Authorization No. 4	Task Authorization No 4.pdf
2.	Exhibit A Scope of Services	Exhibit A Scope of Services.pdf

Margaret Momberger
Wayne Clark
Tracey Riehm
Margaret Roberts
M. Jake Johansson

Created/Initiated - 06/29/2016
Approved - 07/01/2016
Approved - 07/12/2016
Approved - 07/14/2016
Final Approval - 07/14/2016

TASK AUTHORIZATION NO. 4
Standard Contract for Services dated January 3, 2014
Between the City of Port Orange, Florida and Traffic Engineering Data Solutions, Inc.

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **TRAFFIC ENGINEERING DATA SOLUTIONS, INC.**, a Florida corporation with its principal place of business at 80 Spring Vista Drive, DeBary, Florida 32713-1821 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Standard Contract for Services dated January 3, 2014, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of the Standard Contract for Services dated January 3, 2014 and Task Authorization No. 4 with Exhibit "A" shall prevail.
2. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services for the design and permitting of the project more particularly described in the Scope of Services attached hereto and incorporated herein as Exhibit "A" consisting of 9 pages to Task Authorization No. 4. Contractor's subcontracts are attached hereto as Exhibit "B" consisting of 13 pages for information only and shall not be binding on the City.
3. In return for the services identified above, the City agrees to compensate Contractor in an amount subject to a limit up to but not to exceed \$63,739.50. The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.
4. Contractor shall complete the services to be provided herein on or before June 30, 2017.
5. By execution of this Task Authorization No. 4, City does not contract with Sliger & Associates, Environmental Services, Inc., or Ardaman & Associates, Inc., and City shall not defend, indemnify and save harmless Contractor or any sub-contractors or sub-consultant from any claims.

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

Witnesses:

TRAFFIC ENGINEERING DATA SOLUTIONS, INC.

_____	By: _____
Printed Name: _____	Printed Name: Deanna F. Ferrell
	Title: President
_____	Date: _____
Printed Name: _____	

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____ By: _____
Allen Green, Mayor

Printed Name: _____ Date: _____

Witnesses: ATTEST:

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

Printed Name: _____ Date: _____

Traffic Engineering Data Solutions, Inc.

EXHIBIT A

SCOPE OF SERVICES

Contract: Standard Contract for Services dated January 3, 2014
Task Authorization No.: 004
Project Name: FPN 435536-1-58-01 / VICTORIA GARDENS FROM
CLYDE MORRIS BLVD TO APPLEVIEW WY
TEDS Project Number: 10590
Date: April 23, 2016
REVISED June 25, 2016

Traffic Engineering Data Solutions, Inc. (TEDS) is pleased to offer this scope of services to the City of Port Orange (CITY) for providing professional engineering services for the above referenced project.

PROJECT UNDERSTANDING

- The CITY is entering into a Local Agency Program (LAP) Agreement with the Florida Department of Transportation (FDOT) for design of the above referenced project, which currently anticipates the CITY's completion of design and permitting prior to April 2017, based on no right of way acquisition being required.
- Under contract to the River to Sea Transportation Planning Organization (R2CTPO), Kimley-Horn and Associates, Inc. (KHA) previously prepared a feasibility study for the project, entitled *Victoria Gardens Boulevard Sidewalk Feasibility Study*. The study was originally issued in February 2013, but a new version of this study was later issued in August 2015 (Final) with Appendix D containing responses to a comment from the FDOT inquiring as to whether or not right of way acquisition would be required for the slope stabilization at tie-in to natural ground.
- As depicted on the conceptual design plans contained in the study, 5' concrete sidewalk is proposed along the east side of Victoria Gardens Blvd. right of way for approximately 1,600 LF, from Clyde Morris Blvd. (CR 483) to Appleview Way, with crosswalks across Victoria Gardens Blvd. proposed near Crescent View Drive and Appleview Way. The study also depicted optional 8' sidewalks that may desired by City Council if determined possible during design.
- In the Final version of the feasibility study, approximately 350 LF of gravity wall was proposed with the face of wall located just 3' from the right of way, in order to eliminate the need for right of way acquisition. Given the slope of the adjacent property beyond the right of way, the CITY originally had constructability concerns associated with being able to excavate and backfill as necessary construct the required bottom width of the proposed gravity wall, or the foundation of another type of wall system, without encroaching onto private property. As such, the CITY previously requested design of a vinyl sheet pile wall instead, which does not require tie-back systems. However, in further review of existing conditions, the CITY has reconsidered and now believes the gravity wall solution is viable. As such, this revised scope of services is being provided with no structural engineering included.
- The CITY is the maintenance authority for Victoria Gardens Blvd., which is a local street. Volusia County is the maintenance authority for Clyde Morris Blvd. (CR 483). Neither of these roadways are located on the State Highway System (SHS). The CITY will be responsible for applying for and obtaining the required right of way use permit required for the proposed sidewalk connection, and those services have therefore been removed from this revised scope of services.
- Required drainage design is limited to the modification of the existing shallow swales alongside the roadway and collection system components necessary to maintain the existing drainage patterns.
- No activity in, on, or over wetlands or other surface waters is anticipated within the urbanized corridor being considered in this project, but the feasibility study recommended gopher tortoise survey be conducted. The CITY had previously requested a five-day Scrub Jay survey given the adjacent habitat.

80 Spring Vista Drive • DeBary, FL 32713 • Phone 386.753.0558 • Fax 386.753.0778

www.teds-fl.com

However, in further review of existing conditions, the CITY has reconsidered and now believes that impacts to scrub jay habitat are no longer likely. As such, the CITY has requested this revised scope of services with no scrub-jay survey services included.

- The feasibility study suggests the proposed improvements would qualify for exemption from Environmental Resource Permit (ERP) required by the St. Johns River Water Management District (SJRWMD). Based on our previous efforts obtaining and reviewing SJRWMD records, TEDS previously advised that sidewalks less than 6' in width typically do qualify for exemption, but the study contemplated the option for 8' sidewalks desired by the CITY. In addition, TEDS advised that under ERP series 29630 (Unatin Subdivision) and ERP series 29686 (Sweetwater Elementary), multiple ERP's or permit modifications have been previously issued by SJRWMD since 1990 for projects which included the same project areas. Per the CITY's subsequent coordination with SJRWMD, it has been determined that modification of the previous permit(s) will be required. The CITY will be responsible for applying for and obtaining the required ERP modification(s), and all related services have therefore been removed from this revised scope of services.
- The CITY owns and operates potable water, sanitary sewer, and/or reclaimed water utilities within the rights of way. If at all, only minor adjustment of these utilities is expected, which should not warrant the need for water or sewer permits from the Florida Department of Environmental Protection (FDEP) or the Volusia County Health Department (VCHD).
- Post-design services included in the previous scope of services provided to the CITY included several services that in TEDS experience, are normally required of the Engineer of Record, but this revised scope of services includes a reduced level of post design services to be provided by TEDS, on the assumption that the CITY's staff or firm selected to provide Construction Engineering Inspection (CEI) will provide those services instead.
- Existing roadway lighting systems within the corridor will not be impacted, and no lighting or electrical engineering design is required in this project.
- Landscape architecture, hardscape design, and irrigation design are not required in this project.

SCOPE OF SERVICES

Task 1 – Surveying

TEDS will retain Sliger & Associates, Inc. (Sliger) to prepare a right of way and topographic survey of the full Victoria Gardens Blvd. right of way from Clyde Morris Blvd. (CR 483) to 100 feet north of Applevue Way, including obtaining elevations at a minimum of 50 foot intervals and locating above ground improvements, trees 6" DBH and greater within the right of way, as well as the above ground utilities and underground utilities along the south and east sides of the road. Sunshine One Call of Florida (SSOCOF) will be contacted to mark inaccessible underground utilities and if there are as-builts of utilities available, Sliger will show those on the survey. Right of way will be located sufficient for the CITY to certify the right of way as required in LAP process. The width limits of survey will be from the north and west right of way line to 15 feet beyond the south and east right of way line.

Task 2 – Environmental Services

TEDS will retain Environmental Services, Inc. (ESI) to conduct the following environmental services:

Task 2.1 – Gopher Tortoise Survey (100% habitat surveyed)

ESI will identify and map potential gopher tortoise habitat based on aerial photographs, soils maps, NWI maps, and other in-house resources. ESI will then conduct a pedestrian survey covering 100 percent of the habitat pursuant to the methodologies of the Florida Fish and Wildlife Conservation

Traffic Engineering Data Solutions, Inc.

Commission (FWC) to determine the extent of the on-site gopher tortoise population. Each gopher tortoise burrow along the transect shall be identified, marked with flagging tape, and characterized as Potentially Occupied or Abandoned. The location of each gopher tortoise burrow will be recorded using GPS. All survey activities will be supervised by an Authorized Gopher Tortoise Agent pursuant to FWC regulations. To effectively locate all potentially occupied gopher tortoise burrows and to subsequently remove the tortoises, this 100 percent survey should be conducted within 90 days of anticipated capture of the gopher tortoises for relocation.

Following the field review, ESI will prepare a gopher tortoise burrow location map overlaid on a recent 2016 color aerial photograph.

Note: The survey must be current within 90 days of relocation otherwise a second survey is required by FWC prior to start of relocation. Please note authorization from FWC is required 24 hours prior to initiating the relocation.

Task 2.2 – Agency Field Review and Request for Additional Information (RAI)

If FWC requests to conduct a site inspection to conduct a review of the burrow survey, ESI will accompany FWC staff during the inspection. ESI will also prepare responses to one RAI. If additional requests for information or site visits are required, additional services may be necessary and ESI will obtain your written permission prior to proceeding.

Task 3 – Geotechnical Engineering

TEDS will retain Ardaman & Associates, Inc. (Ardaman) to conduct the following subsurface soil exploration and geotechnical engineering evaluation services related to the proposed gravity wall:

Task 3.1 – Subsurface Soil Exploration

Ardaman will conduct field exploration to perform three (3) Standard Penetration Test (SPT) borings to a depth of 20 feet using a procedure outlined in ASTM D-1586. The borings will be sampled at 18-inch intervals to 10 feet deep and at 5-foot intervals below 10 feet. Each sample will be removed from the sampler or auger in the field and then examined and visually classified by their crew chief. Representative portions will be sealed and packaged for transportation to their laboratory for further analysis. Water level observations will be made in the boreholes during the drilling operation.

Routine laboratory visual classification will be performed along with specific classification tests deemed necessary (i.e. percent fines).

Engineering analysis of all data obtained will be made to evaluate general subsurface conditions and to determine if a standard FDOT-Type gravity wall will be stable.

Task 4 – Design Development

TEDS will provide the following services to address the critical design elements of the project:

- Obtain and review record plan information for Victoria Gardens Blvd. and adjacent developments that may be on file at the CITY and Volusia County
- Review the completed survey
- Conduct field review of project corridor with CITY staff

Traffic Engineering Data Solutions, Inc.

- Develop proposed alignment of sidewalk and typical section(s) based on avoidance of existing utilities and other above ground features or minimization of impacts
- Assess minor adjustments to existing drainage structures
- Assess minor adjustments to utilities
- Assess relocation and/or modification of existing signage / pavement markings within the right of way, as well as any proposed signage / pavement markings that may be necessary

Task 5 – Construction Plans

TEDS will prepare the following construction plans for the project:

- *Key Sheet* (1 sheet)
- *General Notes* (1 sheet)
- *Summary of Pay Items* (1 sheet)
- *Typical Sections* (1 sheet)
- *Plan Sheets* (4 sheets) – *signing / pavement marking & minor utility adjustments to be depicted here*
- *Cross-Sections* (8 sheets) – *100' intervals*
- *Construction Details* (2 sheets)
- *Gravity Wall Profile* (2 Sheets)
- *Traffic Control Plans* (3 sheets) – *includes Standard Index series 600 sheets only*
- *Stormwater Pollution Prevention Plan (SWPPP) Notes* (1 sheet) – *with notes to describe erosion control measures necessary for the contractor to maintain compliance with the National Pollutant Discharge Elimination System (NPDES) program during construction*

Design provided by TEDS will be based on the standard practices and publications utilized by the FDOT, including the PPM, the Florida Greenbook, Standard Indexes, Standard Specifications, the Utility Accommodation Manual (UAM), etc. Construction Plans will be prepared for progress review at 60%, and 90% levels of completion.

During preparation of construction plans, TEDS will provide the following coordination efforts:

- Preparation of an Engineer's Opinion of Probable Costs (EOPC's) at each level of completion
- Attend progress review meetings with the CITY at 60%, and 90% completion
- Attend City Council meeting(s) that may be required to discuss the project details
- Assist with preparation of LAP documentation

Task 6 – SSOCOF Design Ticket

TEDS will coordinate a new SSOCOF design ticket for the project in an attempt to identify any Utility Agency Owners (UAO's) that may currently be using the right of way. Upon completion of 60% construction plans, TEDS will transmit courtesy copies to the utility companies for their review of conflicts that may exist with the proposed construction and relocation(s) that may be required. Minor adjustments to be completed by the UAO's will be graphically shown on the plan sheets.

Traffic Engineering Data Solutions, Inc.

Task 7 – Permitting

At 60% and 90% levels of completion, TEDS will submit copies of the construction plans and pertinent LAP documentation to the CITY and for review. Once comments have been received from the CITY and FDOT, TEDS will revise the plans and respond to comments.

Task 8 – Bid Documents

Upon approval of 90% plans, TEDS coordinate with the CITY to understand current bidding requirements and/or preferences. A draft project manual will be prepared based on templates provided by the CITY in the format preferred by the CITY's Purchasing Division, including contract documents and specifications, along with other documents or specifications that may be required for federally funded LAP projects. Upon review of the project manual, TEDS will revise the documents per comments received from FDOT. The final version of the project manual will be provided to the City for bidding purposes.

Deliverables: Plans for this project will be printed at 1"=30' scale on 11"x17" sheets, and the project manual will be prepared for 8.5" x 11" sheets. TEDS will provide the following deliverables at each stage of the project noted below:

60% Completion

- Two (2) sets of the Construction Plans
- PDF of the Protected Species Report
- PDF of the Geotechnical Report
- PDF of the Construction Plans
- PDF of the 60% EOPC

90% Completion

- Two (2) sets of the Construction Plans
- PDF of the Construction Plans
- PDF of the 90% EOPC

100% Completion

- Four (4) sets of the Approved Construction Plans (signed/sealed)
- PDF of the Approved Construction Plans
- AutoCAD files for the Approved Construction Plans
- Four (4) copies of the EOPC (signed/sealed)
- PDF of the Final EOPC
- MS Word copy of the Project Manual
- PDF copy of the Project Manual

Traffic Engineering Data Solutions, Inc.

Task 9 – Limited Post-Design Services

As Engineer of Record for the project, TEDS will provide support to the CITY in administering the contract through completion of the project, including the following limited post-design services:

- Attendance at a pre-bid meeting
- Answering questions during the bid process
- Assistance with bid review and selection of a contractor
- Attendance at a pre-construction meeting

FEES

TEDS shall conduct the work in the tasks described above for the lump sum fees indicated below:

Task	Fee
Task 1 - Surveying	\$5,400.00
Task 2 - Environmental Services	\$2,000.00
Task 3 - Geotechnical Engineering	\$3,673.50
Task 4 - Design Development	\$5,905.00
Task 5 - Construction Plans	\$19,635.00
Task 6 - SSOCOF Design Ticket	\$3,910.00
Task 7 - Permitting	\$8,355.00
Task 8 - Bid Documents	\$9,410.00
Reimbursable Expenses	\$336.00
Sub-Total (Design, Permitting, & Bid Documents)	\$58,624.50
Task 9- Post-Design Services	\$5,115.00
Project Total	\$63,739.50

An estimate of man-hours and expenses is provided on the following pages.

Traffic Engineering Data Solutions, Inc.

1881

TASK AUTHORIZATION No: 004

VICTORIA GARDENS FROM CLYDE MORRIS BLVD TO APPLEVIEW WAY
PROJECT DESCRIPTION: (FPN 435536-1-58-01)
ESTIMATE PREPARED BY: Mital R. Hale, P.E.

ACTIVITY	Chief Engineer / Sr. Project Manager			Project Engineer			Engineer Intern			Sr. CADD Designer			Senior Technician			Admin. Assistant			TOTAL			
	Rate/Hr	\$180.00	Cost by Man	Rate/Hr	\$110.00	Cost by Man	Rate/Hr	\$80.00	Cost by Man	Rate/Hr	\$85.00	Cost by Man	Rate/Hr	\$55.00	Cost by Man	Rate/Hr	\$55.00	Cost by Man	Man-hours By Activity	Activity Cost	Avg. Hourly Rate	
	Pos & Act	Pos & Act	Pos & Act	Pos & Act	Pos & Act	Pos & Act	Pos & Act	Pos & Act	Pos & Act	Pos & Act	Pos & Act	Pos & Act	Pos & Act	Pos & Act	Pos & Act	Pos & Act	Pos & Act	Pos & Act				
Task 4 - Design Development	10	1,800.00		9	990.00		23	1,840.00		15	1,275.00		0	0.00		0	0.00		57	5,905.00		103.60
Obtain / review record plans (CITY/Volusia County)	1			2			4												5			
Review completed survey	1			2			2												5			
Conduct field walk-through	3			5			3												6			
Develop alignment and typical section for conceptual plans	2			5			5												27			
Assess minor adjustments to existing drainage structures	1			3			3												4			
Assess minor adjustments to utilities	1			3			3												4			
Assess signage/pavement marking	1			2			3												6			
Task 6 - Construction Plans	42	7,560.00		28	3,080.00		37	2,960.00		71	6,035.00		0	0.00		0	0.00		178	19,635.00		110.31
Key Sheet (1 Sheet)	1			2			2			1									4			
General Notes (1 Sheet)	2			2															4			
Summary of Pay Items (1 sheet)	1			5			5			2									8			
Typical Sections (1 sheet)	1			1						1									3			
Plan Sheets (4 sheets)	8			15						40									63			
Cross-Sections (8 sheets)	1			10			10			20									31			
Construction Details (2 sheets)				1						5									6			
Well Profile				2			5												7			
Traffic Control Plans (2 sheets)	1			1															2			
SWPPP Notes (1 sheet)	1			5			5			2									8			
Engineer's Opinion of Probable Costs (60%, 90% & 100%)	3			6			10												19			
Attend progress meetings at 60%, 90% & 100%	8																		8			
Attend City Council meetings	3																		3			
Assist with preparation of LAY documentation	8																		8			
QA/QC	4									4									4			
Task 7 - SSOCCOP Design Ticket	3	540.00		5	550.00		14	1,120.00		20	1,700.00		0	0.00		0	0.00		42	3,910.00		93.10
Call in Design Ticket							1												1			
Prepare & send notification e-mails with plans	1			1			3												5			
Adjust location of existing utilities per UAO markings	1			2			5			10									18			
Depict relocations by UAO's per conflicts	1			2			5			10									18			
Task 8 - Permitting	9	1,620.00		28	3,080.00		0	0.00		43	3,655.00		0	0.00		0	0.00		80	8,355.00		104.44
Submit 60% plans to City & FDOT	1			1						1									3			
Review comments and revise plans	3			10						20									33			
Submit 90% plans to City & FDOT	1									1									3			
Review comments and revise plans	3			10						20									33			
Submit FINAL plans to City & FDOT	1			1						1									3			
Obtain / review record plans from SURVMD and provide argument to support EXP modification				5															5			
PREVIOUSLY COMPLETED																			0			

CITY OF PORT ORANGE
MAN-HOUR ESTIMATE

June 25, 2016

TEDS PROJECT No.: 10590

TASK AUTHORIZATION No.: 004

CONTRACT DESCRIPTION: Standard Contract for Services (January, 3rd, 2014)

PRIME CONSULTANT: Traffic Engineering Data Solutions, Inc.

PROJECT DESCRIPTION: VICTORIA GARDENS FROM CLYDE MORRIS BLVD TO APPLEVIEW WAY

ESTIMATE PREPARED BY: Mikal R. Hale, P.E.

ACTIVITY	Chief Engineer /			Project Engineer			Engineer Intern			Sr. CADD Designer			Senior Technician			Admin. Assistant			TOTAL		
	Sr. Project Manager			Rate/Hr			Rate/Hr			Rate/Hr			Rate/Hr			Rate/Hr					
	Man	Cost by	Pos & Act	Man	Cost by	Pos & Act	Man	Cost by	Pos & Act	Man	Cost by	Pos & Act	Man	Cost by	Pos & Act	Man	Cost by	Pos & Act	Man-hours	Activity	Avg. Hourly Rate
Task 9 - Bid Documents	26	4,680.00	43	4,730.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	69	9,410.00	136.38
Coordinate bidding requirements with City	5																		5		
Prepare contract documents	10																		35		
Prepare specifications	5																		10		
Prepare LAP checklist	1																		4		
Revise bid documents per FDOT comments	5																		15		
Task 10 - Post-Design Services (TEDS)	11	1,980.00	15	1,650.00	7	560.00	7	560.00	7	595.00	0	0.00	0	0.00	6	330.00	46	5,115.00	46	5,115.00	111.20
Attend pre-bid	3																		6		
Answer questions during bid process	4																		18		
Assist with bid review and contractor selection	1																		2		
Attend pre-construction meeting	3																		6		
																			0		
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TOTALS	75.0	18,180.00	85.0	14,080.00	81.0	6,480.00	155.0	13,260.00	0.0	0.00	6.0	330.00	403	52,330.00							129.85

LABOR

\$52,330.00

EXPENSES (Refer to backup provided on the following page)

I. SUB-CONSULTANT FEES	\$11,073.50
II. REPRODUCTION	\$88.40
III. MILEAGE / TRAVEL	\$102.60
IV. PERMIT REVIEW FEES	\$100.00
V. SHIPPING / POSTAGE	\$45.00
SUB-TOTAL - EXPENSES	\$11,409.50

TOTAL LUMP SUM CONTRACT AMOUNT

\$63,739.50

**CITY OF PORT ORANGE
EXPENSES
June 25, 2016**



TEDS PROJECT No.: 10590		TASK AUTHORIZATION No.: 004	
CONTRACT DESCRIPTION: Standard Contract for Services (January, 3rd, 2014)		VICTORIA GARDENS FROM CLYDE MORRIS BLVD TO APPLEVIEW WAY	
PRIME CONSULTANT: Traffic Engineering Data Solutions, Inc.		PROJECT DESCRIPTION: (FPN 435536-1-58-01)	
		ESTIMATE PREPARED BY: Mikal R. Hale, P.E.	
I. SUB-CONSULTANT FEES			
Mark-up to Cover Administrative Costs:		0.00%	
Sub-Consultant		Description of Services	
a) Sliger & Associates, Inc.	Task 1 - Surveying		
b) Environmental Services, Inc.	Task 2 - Environmental Services		
c) Ardaman & Associates, Inc.	Task 3 - Geotechnical Engineering		
d)			
		Fee Quote	Costs
		\$5,400.00	\$5,400.00
		\$2,000.00	\$2,000.00
		\$3,673.50	\$3,673.50
			\$0.00

II. REPRODUCTION			
Contract Rate	Black / White:	8.5" x 11" / sheet 11" x 17" / sheet 24" x 36" / sheet	Color: 8.5" x 11" / sheet 11" x 17" / sheet 24" x 36" / sheet
Job Estimate	Number of Sheets		
	Black / White	Color	
	8.5" x 11"	11" x 17"	24" x 36"
a) Construction Plans - 60% Submittal	24		
b) Construction Plans - 90% Submittal	24		
c) Construction Plans - FINAL Submittal	24		
d) Project Manual	250		
		Total Reproduction Costs \$88.40	

III. MILEAGE / TRAVEL			
Contract Rate	\$0.57 / mile (Current Federal Rate)		
Reason for Trip / Destination	Distance / Mileage (round trip)	Number of Trips	Cost
a) Conduct walk-through / project site	60	1	\$34.20
b) Coordination meetings / City Hall	60	2	\$68.40
		Total Mileage / Travel Costs \$102.60	

IV. PERMIT REVIEW FEES	
Contract Rate	Cost
Description	Estimated Cost
a) SRVMD Exemption Verification	\$100.00
Total Permit Review Fees \$100.00	

V. SHIPPING / POSTAGE	
Contract Rate	Cost
Description	Estimated Cost
a) 60% Submittal	\$15.00
b) 90% Submittal	\$15.00
c) 100% Submittal (FINAL)	\$15.00
Total Shipping / Postage Costs \$45.00	

SLIGER & ASSOCIATES
incorporated



April 14, 2016

Mr. Mikal R. Hale, P.E.
Traffic Engineering Data Solutions, Inc.
80 Spring Vista Drive
DeBary, Florida 32713

Delivered via email /Hard Copies to follow via mail

Re: *Proposal of Surveying and Mapping Services # 16-080*
Victoria Gardens Sidewalk, Port Orange, Florida

Dear Mike:

Sliger & Associates (S&A) is pleased to submit our proposal for Surveying and Mapping Services for the above referenced project.

SCOPE OF WORK

Task) Prepare right of way and topographic survey of the full right of way of Victoria Gardens Boulevard from Clyde Morris Boulevard to 100 feet north of Appleview Way, including obtaining elevations at a minimum of 50 foot intervals and locating all above ground improvements, locating all trees 6" dbh and greater within the right of way, locating all above ground utilities and underground utilities along the south and east side of the road. Sunshine One Call will be contacted to mark inaccessible underground utilities and if there are as-builts of utilities available, we will show those on the survey.

The limits will be from the north and west right of way line to 15 feet beyond the south and east right of way line.

FEE:

\$5,400.00

Any additional work will be prepared at our standard hourly rates or negotiated at that time.

• Professional Land Surveyor	\$110/hr
• Project Manager	\$110/hr
• Field Survey Crew	\$135/hr
• CAD Technician	\$80/hr
• Research	\$55/hr

M:\WINWORD\PROPOSAL\Victoria Gardens Sidewalk Port Orange TEDS Hale 16-080.doc

Phone 386.761.5385

Fax 877.775.4437

Fax 386.760.0619

3921 Nova Road * Port Orange, FL 32127 * www.sligerassociates.com

EXHIBIT "B"

April 14, 2016

Page 2 of 2

Mr. Mikal R. Hale, P.E.

Re: *Proposal of Surveying and Mapping Services # 16-080*
Victoria Gardens Sidewalk, Port Orange, Florida

FEE FOR DELIVERABLES: Prints, Mylars, CDs and shipping charges will be billed at our current rates. An AutoCAD 2009 digital file will also be available.

TERMS OF CONTRACT

S&A will invoice monthly in accordance with percent complete and at the conclusion of the project. Payment will be due upon receipt of invoice. Any past due balances over 30 days are subject to 1.5% interest per month (18% per annum). It is understood that this agreement is between S&A and the addressee and payment is not contingent on payment from a third party. If it becomes necessary to seek collections the client is responsible for the cost of collections including reasonable attorney's fees. In the event of a dispute the venue for the resolution of the dispute will be Volusia County, Florida.

We have included an acceptance block below. If this proposal is in accordance with your understanding of our agreement, an authorized agent of the firm accepting responsibility for payment should sign and return one copy of this proposal to execute the contract and expedite notice to proceed. S&A will begin work upon receipt of a signed copy.

Thank you for considering Sliger & Associates. Should you have any questions regarding our approach to this project or wish to discuss the project in more detail, please do not hesitate to call.

Sincerely,

Joseph E. Zapert, P.L.S., President

JEZ

cc: file

By signing this proposal I hereby acknowledge that I have read and accept the terms of this proposal individually and on behalf of the corporation.

Signature

Type/Print Name & Title

Date

Firm Name

M:\WINWORD\PROPOSAL\Victoria Gardens Sidewalk Port Orange TEDS Hale 16-080.doc

EXHIBIT "B"

ENVIRONMENTAL SERVICES, INC.
124 N. Nova Road, PMB 129
Ormond Beach, FL 32174

Phone 386-478-4350 * Fax 904-470-2112

www.environmentalservicesinc.com

21 June 2016

Mr. Mikal Hale
Traffic Engineering Data Solutions, Inc.
80 Spring Vista Drive
DeBary, Florida 32713

RE: Victoria Gardens Sidewalk Study - Revised (EJ16129.00)
Volusia County, Florida

Dear Mr. Hale:

Thank you for contacting Environmental Services, Inc. (ESI). Pursuant to our recent conversation, ESI is pleased to enclose the attached revised proposal. Please note under our Terms section at the end of the proposal that, as the client, you assure ESI that we have permission to work on the property being evaluated and that you will advise us regarding the proper procedures for accessing the property.

If the attached meets your requirements, please approve by signing and returning the enclosed document to us by mail to the address above, by fax (904-470-2112) or via email (cjacobs@esinc.cc). We are prepared to proceed upon receipt of the signed contract. We look forward to working with you.

Please contact me should you have any questions. Thank you for selecting ESI to assist with your environmental consulting needs.

Sincerely yours,

ENVIRONMENTAL SERVICES, INC.



Craig Jacobs
Project Manager

CAJ/smc/EJ16129.proposalrevisedJune2016.doc
S:\p062116f

ENVIRONMENTAL SERVICES, INC.

**PROPOSAL FOR SERVICES
ESI PROJECT NO. EJ16129.00**

The following Contract for Services is an agreement between Environmental Services, Inc., (ESI) and Traffic Engineering Data Solutions, Inc., (Client) with the terms specified herein. Client agrees that the company/individual signing this agreement has the ability to compensate ESI for the work described herein whether or not the proposed project materializes. ESI agrees to perform the following tasks for the associated fee.

Project Name: Victoria Gardens Sidewalk Study
Project Location: Volusia County, Florida

SCOPE OF SERVICES

FIXED FEE

Task 1. Gopher Tortoise Survey (100 percent habitat surveyed) \$1,000.00

ESI will identify and map potential gopher tortoise habitat based on aerial photographs, soils maps, NWI maps, and other in-house resources. ESI will then conduct a pedestrian survey covering 100 percent of the habitat pursuant to the methodologies of the Florida Fish and Wildlife Conservation Commission (FWC) to determine the extent of the on-site gopher tortoise population. Each gopher tortoise burrow along the transect shall be identified, marked with flagging tape, and characterized as Potentially Occupied or Abandoned. The location of each gopher tortoise burrow will be recorded using GPS. All survey activities will be supervised by an Authorized Gopher Tortoise Agent pursuant to FWC regulations. To effectively locate all potentially occupied gopher tortoise burrows and to subsequently remove the tortoises, this 100 percent survey should be conducted within 90 days of anticipated capture of the gopher tortoises for relocation.

Following the field review, ESI will prepare a gopher tortoise burrow location map overlaid on a recent 2016 color aerial photograph.

Note: The survey must be current within 90 days of relocation otherwise a second survey is required by FWC prior to start of relocation. Please note authorization from FWC is required 24 hours prior to initiating the relocation.

Task 2. Agency Field Review and Request for Additional Information \$1,000.00 estimate (not to exceed)

If FWC requests to conduct a site inspection to conduct a review of the burrow survey, ESI will accompany FWC staff during the

ENVIRONMENTAL SERVICES, INC.

inspection. ESI will also prepare responses to one Request for Additional Information, if requested by FWC. If additional requests for information or site visits are required, additional services may be necessary and ESI will obtain your written permission prior to proceeding.

Additional services not specifically addressed herein will be invoiced on a time and materials basis at standard ESI hourly rates. We will provide you with a written proposal for these tasks if, or when, they become necessary. We are prepared to proceed upon receipt of the signed contract.

ESI is committed to providing quality service to our clients. Every project is reviewed by a senior technical manager to ensure that the work has been performed in compliance with our goal of providing superior service and solutions to our clients.

ENVIRONMENTAL SERVICES, INC.

Project Name: Victoria Gardens Sidewalk Study (EJ16129.00)
Project Location: Volusia County, Florida

Task 1: Gopher Tortoise Survey **Fee:** \$1,000.00
Task 2: Agency Review and Requests for Additional Information **Fee:** \$1,000.00 est. NTE

TERMS:

- ESI will complete the work described above in a timely manner unless delayed by Client's request, lack of information, or intervening factors beyond our control.
- Client assures ESI that it has permission to work on the subject property and will advise ESI of proper procedures for accessing subject property.
- ESI will maintain a minimum \$1,000,000 errors and omissions (professional liability) insurance; \$1,000,000 per occurrence and \$2,000,000 aggregate general liability insurance for the duration of the project. If any additional insurance requirements are necessary, please return the specifications with the signed proposal. They will become a part of this contract as agreed by both parties.
- Outside services and expenses such as subcontractors and special purchases will be invoiced with a handling fee of 15 percent.
- Client will provide ESI with any special billing formats or considerations with the signed contract.
- Billing is done monthly. Payment is due immediately upon receipt of the invoice; after 30 days the Client agrees to pay 1.5 percent late fee per month or portion thereof on unpaid balances. Unpaid balances after 60 days from the date of the invoice may result in work stoppage until overdue accounts are resolved.
- Failure to pay within 60 days from the date of invoice will be considered by ESI to be a breach of contract, and ESI may cease work and withhold all work product immediately without penalty from the Client.
- Client agrees that this contract is an agreement between Client and ESI. Payment is due from Client at the time services are performed. Payment shall not be contingent upon regulatory action or upon resolution of any legal matter that ESI is not a party to. If ESI is being contracted to complete work which Client will use in a legal dispute, Client agrees to pay ESI in a timely manner without regard to the current standing of that legal dispute. ESI fees may not be incorporated into real estate closings without prior written consent from ESI.
- This agreement shall be governed by the laws of the State of Florida, United States. Any lawsuit, proceeding or action arising out of or relating to this agreement must be brought in any court of competent jurisdiction located within Duval County, Jacksonville, Florida. Each of the parties irrevocably submits and consents to the exclusive jurisdiction of such court in any such lawsuit, proceeding or action, and waives any defense or objection it may now or hereafter have to personal jurisdiction, venue, or inconvenient forum.
- ESI rates change on March 1 of each year.
- This proposal is valid for a period of 60 days following the date of issuance.

TERMS ACCEPTED:

ENVIRONMENTAL SERVICES, INC.

SIGNATURE: _____

SIGNATURE: _____

Gary R. Howalt

NAME: _____

NAME: _____

Gary R. Howalt

FIRM: _____

FIRM: _____

Environmental Services, Inc.

TITLE: _____

TITLE: _____

Principal

DATE: _____

DATE: _____

21 June 2016

BILLING ADDRESS AND CONTACT IF DIFFERENT FROM ABOVE:

CAJ/sme/EJ16129.proposalrevisedJune2016.doc
S:pR062116f



ENVIRONMENTAL SERVICES, INC.

**ENVIRONMENTAL SERVICES, INC.
SCHEDULE OF LABOR AND EXPENSE RATES**

<u>POSITION</u>	<u>RATE</u>	<u>EXPENSE</u>	<u>CHARGE</u>
<u>Technical</u>		<u>Additional Services</u>	
Assistant Scientist	\$40.00/Hour	GIS/CAD Usage	\$30.00/Hour
Environmental Technician	\$50.00/Hour	Global Positioning System	\$50.00/Day
Project Scientist	\$60.00/Hour	ATV Usage	\$50.00/Day
Senior Scientist	\$75.00/Hour	Boat Usage	\$100.00/Day
Senior Geologist	\$120.00/Hour	Local Courier Service	\$13.00/Delivery
Project Archaeologist	\$45.00/Hour	Outside Graphics	Cost + 15%
Senior Archaeologist	\$60.00/Hour	All Subcontracted Services	Cost + 15%
Historic Resource Specialist	\$80.00/Hour	<u>Travel</u>	
Sustainability Specialist	\$100.00/Hour	Vehicle Mileage Rate	\$0.54/Mile
Project Forester	\$90.00/Hour	Travel Expenses	Cost
Senior Forester	\$105.00/Hour	<u>Copies</u>	
Project Manager	\$100.00/Hour	Photocopy Per Page	\$0.15
Senior Manager	\$110.00/Hour	Color Copy Per Page	\$1.50 8 ½ x 11
Forest Biometrician	\$115.00/Hour		\$2.50 8 ½ x 14
SR Forest Biometrician	\$145.00/Hour		\$3.00 11 x 17
VP/Technical Director	\$145.00/Hour	Full Size Copy Per Page	\$2.00 24 x 36
SR VP/Technical Director	\$160.00/Hour		or 36 x 48 b/w
SR VP II/Technical Director	\$180.00/Hour		\$20.00 24 x 36
Principal	\$200.00/Hour		or 36 x 48 color
<u>Administrative</u>		Blueprints or Xerox Per Page	\$2.50
Receptionist	\$35.00/Hour	Aerial Photography	\$50 0 - 15 acres
Administrative Assistant	\$50.00/Hour		\$100 16 - 50 acres
Exec. Admin Assistant	\$70.00/Hour		\$200 51 - 100 acres
<u>Graphics</u>			\$300 101 - 999 acres
GIS/CAD Technician	\$60.00/Hour		\$500 1000+ acres
GIS/CAD Analyst	\$80.00/Hour		
GIS/CAD Manager	\$105.00/Hour		
GIS/CAD Senior Manager	\$110.00/Hour		



Ardaman & Associates, Inc.

Geotechnical, Environmental and
Materials Consultants

April 21, 2016
Proposal File No. 16-60-184
Revised June 24, 2016

Traffic Engineering Data Solutions
80 Spring Vista Drive
Debary, Florida 32713

Attention: Mr. Mikal Hale, P.E.

Subject: Proposal for Subsurface Soil Exploration and
Geotechnical Engineering Evaluation
Proposed Sheet Pile Wall
Victoria Gardens Boulevard Sidewalk
Port Orange, Florida

Dear Mr. Hale:

As requested, we are pleased to present this proposal for conducting a subsurface soil exploration and geotechnical engineering evaluation for the subject project. Based on concept plans supplied by you, the proposed development includes approximately 350 feet of retaining wall for a new sidewalk.

The scope of our work will include performing soil borings and determining if the existing soil conditions are adequate to support a standard FDOT-type gravity wall.

The following summarizes our proposed scope of work and associated fees for conducting the subject exploration.

FIELD EXPLORATION

The field exploration program will include performing three SPT borings to a depth of 20 feet using a procedure similar to the Standard Penetration Test outlined in ASTM D-1586. The borings will be sampled at 18-inch intervals to 10 feet deep and at 5-foot intervals below 10 feet. Each sample will be removed from the sampler or auger in the field and then examined and visually classified by our crew chief. Representative portions will be sealed and packaged for transportation to our laboratory for further analysis as required. Water level observations will be made in the boreholes during the drilling operation.

8008 S. Orange Avenue (32809), Post Office Box 593003, Orlando, Florida 32859-3003 Phone (407) 855-3860 FAX (407) 859-8121

Florida: Bartow, Cocoa, Fort Myers, Miami, Orlando, Port St. Lucie, Sarasota, Tallahassee, Tampa, West Palm Beach
Louisiana: Alexandria, Baton Rouge, Monroe, New Orleans and Shreveport

EXHIBIT "B"

LABORATORY PROGRAM

Routine laboratory visual classification will be performed along with specific classification tests deemed necessary (i.e., percent fines).

ENGINEERING ANALYSIS AND REPORT

Engineering analysis of all data obtained will be made to evaluate general subsurface conditions and to determine if a standard FDOT-Type gravity wall will be stable.

Our recommendations, together with data developed during the exploration, will be submitted in a written report upon conclusion of the study.

COST ESTIMATE

The costs associated with the aforementioned tasks are estimated as follows. The total cost will not be exceeded without prior authorization.

General

Stake Borings and Coordinate Utility Locations with Sunshine State One-Call by Assistant Project Engineer; 5 hours @ \$73.00/hour	\$365.00
Mobilize Drilling Crew and Equipment and Perform SPT Borings; Lump Sum	\$1,800.00
Laboratory Classification Testing; Percent fines test; 2 tests @ \$36.75/test	\$73.50
Senior Engineer; 1 hour @ \$159.00/hour	\$159.00
Assistant Project Engineer; 7 hours @ \$110.00/hour	\$770.00
CADD Draftsperson; 5 hours @ \$70.00/hour	\$350.00
Technical Secretary; 3 hours @ \$52.00/hour	<u>\$156.00</u>
Total	\$3,673.50

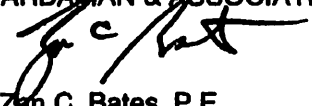
TERMS AND CONDITIONS

The total cost is based on the unit prices as shown on the attached fee schedule (see Attachment 1). This proposal is subject to the following terms and conditions: (1) access to boring locations is to be readily available to our truck-mounted drilling equipment, (2) the proposed number of borings and the boring depths will be adequate, (3) undisturbed samples and consolidation tests on fine grained soils are not budgeted into the total cost, (4) maintenance of traffic is not required to perform the field work, (5) Ardaman & Associates will not take responsibility for damages to underground structures and/or services that are not located by Sunshine State One-Call; their locations are to be provided by the client prior to commencement of the field work, (6) exploration or evaluation of the environmental (ecological or hazardous/toxic material related) condition of the site and subsurface is not included, and (7) this proposed exploration is a relatively shallow exploration and is not intended to be an evaluation for sinkhole potential.

CLOSURE

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. If this proposal meets with your approval, please indicate your acceptance by signing and returning the attached Proposal/Project Acceptance sheet. Please call if you have any questions or require additional information.

Very truly yours,
ARDAMAN & ASSOCIATES, INC.


Zan C. Bates, P.E.
Senior Engineer


Charles H. Cunningham, P.E.
Orlando Branch Manager

ZCB/CHC/jj/nfm

1660-184REV TEDS SHEET PILE WALL.DOCXdocx (2016PP)

Attachment 1

1.	Mobilization of Crew and Equipment	Varies
2.	Standard Penetration Test Borings:	
	(a) \$14.80/l.f. (0 - 50 ft. depth)	
	(b) \$17.60/l.f. (51 - 100 ft. depth)	
	(c) \$23.00/l.f. (100 - 150 ft. depth)	
3.	Auger Borings/Wash Borings	\$11.00/l.f.
4.	Install Temporary Casing	
	0 to 50 feet	\$10.00/l.f.
	50 to 100 feet	\$12.25/l.f.
5.	Undisturbed Samples (Shelby Tube)	\$175.75/each
6.	Grouting boreholes	\$3.90/l.f.
7.	Add 10% to Unit Rates for Drilling with Mudbug Equipment	
8.	Cone Penetration Tests	\$13.70/l.f.
9.	Muck Probes	Manhour Rates
10.	Groundwater Level Piezometer	\$25.00/l.f.
11.	Double Ring Infiltrometer Test	\$595.00/each
12.	Field Permeability	\$306.00/each
13.	Laboratory Testing:	
	(a) Incremental Consolidation Test	\$670.00/test
	(b) Atterberg Limits	\$114.00/set
	(c) Sieve Analysis	\$63.00/each
	(d) Percent Fines	\$36.75/each
	(e) Natural Moisture Content	\$14.50/each
	(f) Organic Content	\$33.50/each
	(g) Limerock Bearing Ratio	\$366.50/each
	(h) Permeability ($K > 10^{-5}$ cm/sec)	\$160.00/each
	(i) Unit Weight/Classification of Undisturbed Sample	\$65.00/each
14.	Engineering Analysis and Report Preparation:	
	Principal Engineer (P.E.)	\$188.00/hour
	Senior Engineer (P.E.)	\$159.00/hour
	Senior Project Engineer (P.E.)	\$146.00/hour
	Project Engineer (P.E.)	\$127.00/hour
	Assistant Project Engineer	\$110.00/hour
	Engineering Assistant	\$91.00/hour
	Sr. Engineering Technician	\$73.00/hour
	Engineering Technician	\$59.00/hour
	CADD Draftsperson	\$70.00/hour
	Technical Typist	\$52.00/hour
15.	Standby of drill crew and equipment for reasons beyond our control or difficult access	\$205.00/crew-hour

*Unit prices effective until December 31, 2016



Ardaman & Associates, Inc.

PROPOSAL/PROJECT ACCEPTANCE AND AGREEMENT

PROJECT INFORMATION:

Project Name Sheet Pile Wall
Project Location Victoria Gardens Boulevard, Port Orange, Florida
Proposal Number and Date 16-60-184; April 21, 2016 Revised June 24, 2016
Description of Services Subsurface Soil Exploration and Geotechnical Engineering Evaluation
Estimated Fee \$3,673.50

PROPERTY OWNER IDENTIFICATION:

Name _____
Property Identification Number _____
Address _____
City/State _____ Zip Code _____ Phone _____
Attention _____ Title _____

SPECIAL INSTRUCTIONS:

PAYMENT TERMS:

Payment shall be due within 30 days after date of each periodic invoice. Interest at the rate of 18% per annum (or the highest rate allowable by law) shall accrue on all amounts not paid within 30 days after date of invoice. All attorney fees and expenses associated with collection of past due invoices will be paid by Client. Failure to timely pay any invoice shall constitute a waiver of any and all claims against Ardaman & Associates, Inc.

PROPOSAL ACCEPTANCE:

By accepting this Proposal, the Terms and Conditions of this Proposal, including the Terms on this page, and Ardaman & Associates, Inc.'s General Conditions appearing on the following page of this Proposal, are incorporated herein by reference. In the event this Proposal Acceptance was received by facsimile, Client hereby confirms that the above described Proposal, the Terms and Conditions of this Proposal, including the Terms on this page, and Ardaman & Associates, Inc.'s General Conditions have been made available and are incorporated in this agreement.

Accepted this _____ day of _____, 2016

(Print or type individual, firm or corporate body name)

(Signature of authorized representative)

(Print or type name of authorized representative and title)

Revision 2016 - FL

EXHIBIT "B"

GENERAL CONDITIONS - FLORIDA

Parties And Scope Of Work – Ardaman & Associates, Inc. (hereinafter referred to as "A&A") shall include said company, its division, subsidiary, parent or affiliate performing the Work. "Work" means the specific services to be performed by A&A as set forth in A&A's proposal, the Client's acceptance thereof, both incorporated herein by this reference, and these General Conditions. "Client" refers to the person or business entity ordering the Work to be done by A&A. If the client is ordering the Work on behalf of a third party, the Client represents and warrants that the Client is the duly authorized agent of said third party for the purpose of ordering and directing said Work. In the event Client is not the authorized agent of said third party, Client agrees that he shall be individually liable hereunder. Further, Client shall disclose any such agency relationship to A&A in writing before the commencement of A&A's Work hereunder. Client agrees that A&A's professional duties are specifically limited to the Work as set forth in A&A's proposal. The Client assumes sole responsibility for determining whether the quantity and the nature of the Work ordered by the Client is adequate and sufficient for the Client's intended purpose. A&A's Work is for the exclusive use of client, and its properly disclosed principal. In no event shall A&A have any duty or obligation to any third party. Directing A&A to proceed with the Work shall constitute acceptance of the terms of A&A's proposal and these General Conditions.

On-Call Services – In the event A&A is retained to perform construction materials testing ("CMT"), including but not limited to proctor and soil density tests, concrete tests, etc., on an On-Call basis such that A&A is not retained to perform continuous observations of construction, Client assumes sole responsibility for determining the location and frequency of sampling and testing. In such On-Call testing, A&A's test results are only representative of conditions at the test location and elevation, and different conditions may exist at other locations and other elevations. Furthermore, in the event Client fails to properly determine the location or frequency of sampling and testing, under no circumstances will A&A assume any duty by performing its CMT services.

Right-of-Entry – Unless otherwise agreed, Client will furnish right-of-entry on the property for A&A to make the planned borings, surveys, and/or explorations. A&A will take reasonable precautions to minimize damage to the property caused by its equipment and sampling procedures, but the cost of restoration or damage which may result from the planned operations is not included in the contracted amount.

Damage to Existing Man-made Objects – It shall be the responsibility of the Client to disclose the presence and accurate location of all hidden or obscure man-made objects relative to field tests, sampling, or boring locations. Client waives any claim against A&A arising from any damage to existing man-made objects. In addition, Client shall defend, indemnify and hold A&A harmless from any third party claim arising from damage to existing man-made objects.

Warranty and Limitation of Liability - A&A shall perform services for Client in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of competent consultants practicing in the same or a similar locality as the project. In the event any portion of the services fails to comply with this warranty obligation and A&A is promptly notified in writing prior to one year after completion of such portion of the services, A&A will re-perform such portion of the services, or if re-performance is impracticable, A&A will refund the amount of compensation paid to A&A for such portion of the services. This warranty is in lieu of all other warranties. No other warranty, expressed or implied, including warranties of merchantability and fitness for a particular purpose is made or intended by the proposal for consulting services, by furnishing an oral response of the findings made or by any representations made regarding the services included in this agreement. In no event shall A&A be liable for any special, indirect, incidental, or consequential loss or delay or time-related damages. The remedies set forth herein are exclusive and the total liability of consultant whether in contract, tort (including negligence whether sole or concurrent), or otherwise arising out of, connected with or resulting from the services provided pursuant to this Agreement shall not exceed the total fees paid by Client or \$50,000.00, whichever is greater. Client may, upon written request received within five days of Client's acceptance hereof, increase the limit of A&A's liability by agreeing to pay A&A an additional sum as agreed in writing prior to the commencement of A&A's services.

This charge is not to be construed as being a charge for insurance of any type, but is increased consideration for the greater liability involved. **PURSUANT TO §558.0035, FLORIDA STATUTES, CONSULTANT'S INDIVIDUAL EMPLOYEES AND/OR AGENTS MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THEIR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.**

Sampling or Testing Location – Unless specifically stated to the contrary, the unit fees included in this proposal do not include costs associated with professional land surveying of the site or the accurate horizontal and vertical locations of tests. Field tests or boring locations described in our report or shown on our sketches are based on specific information furnished to us by others or estimates made in the field by our technicians. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in the report.

Sample Handling and Retention – Generally test samples or specimens are consumed and/or substantially altered during the conduct of tests and A&A, at its sole discretion, will dispose (subject to the following) of any remaining residue immediately upon completion of test unless required in writing by the Client to store or otherwise handle the samples. (a) **NON HAZARDOUS SAMPLES:** At Client's written request, A&A will maintain preservable test samples and specimens or the residue therefrom for thirty (30) days after submission of A&A's report to Client free of storage charges. After the initial 30 days and upon written request, A&A will retain test specimens or samples for a mutually acceptable storage charge and period of time. (b) **HAZARDOUS OR POTENTIALLY HAZARDOUS SAMPLES:** In the event that samples contain substances or constituents hazardous or detrimental to human health, safety or the environment as defined by federal, state or local statutes, regulations, or ordinances ("Hazardous Substances" and "Hazardous Constituents", respectively), A&A will, after completion of testing and at Client's expense: (i) return such samples to Client; (ii) using a manifest signed by Client as generator, will have such samples transported to a location selected by Client for final disposal. Client agrees to pay all costs associated with the storage, transport, and disposal of such samples. Client recognizes and agrees that A&A is acting as a bailee and at no time does A&A assume title of said waste.

Discovery of Unanticipated Hazardous Materials – Hazardous materials or certain types of hazardous materials may exist at a site where there is no reason to believe they could or should be present. A&A and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. A&A and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for A&A to take immediate measures to protect health and safety. A&A agrees to notify Client as soon as practicable should unanticipated hazardous materials or suspected hazardous materials be encountered. Client encourages A&A to take any and all measures that, in A&A's professional opinion, are justified to preserve and protect the health and safety of A&A's personnel and the public. Client agrees to compensate A&A for the additional cost of working to protect employees' and the public's health and safety. In addition, Client waives any claim against A&A arising from A&A's discovery of unanticipated hazardous materials or suspected hazardous materials.

Indemnification – Client agrees to defend, indemnify and save harmless A&A from all claims, including negligence claims, suits, losses, personal injuries, death and property liability resulting from the actions or inactions of Client, Client's contractors, representatives, agents and employees.

Legal Jurisdiction – The parties agree that any actions brought to enforce any provision of this Agreement shall only be brought in a court of competent jurisdiction located in Orlando, Orange County, Florida. All causes of action, including but not limited to actions for indemnification, arising out of A&A's Work shall be deemed to have accrued and the applicable statutes of limitation shall commence to run not later than either the date of substantial completion of the Work for acts or failures to act occurring prior to substantial completion, or the date of issuance of A&A's final invoice for acts or failures to act occurring after substantial completion of the Work. Each of the parties hereto irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or relating to this agreement.

Force Majeure - A&A shall not be held responsible for any delay or failure in performance caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, acts of God, act or omission of subcontractors, carrier, clients or other similar causes beyond its control.

Drafting and Severability – This Agreement has been drafted by all Parties hereto and shall not be construed against one Party or in favor of any other Party. In the event that any provision of this Agreement is held invalid, the remainder of this Agreement shall be fully enforceable.

Traffic Engineering Data Solutions, Inc.

EXHIBIT A

SCOPE OF SERVICES

Contract: Standard Contract for Services dated January 3, 2014
Task Authorization No.: 004
Project Name: FPN 435536-1-58-01 / VICTORIA GARDENS FROM
CLYDE MORRIS BLVD TO APPLEVIEW WY
TEDS Project Number: 10590
Date: April 23, 2016
REVISED June 25, 2016

Traffic Engineering Data Solutions, Inc. (TEDS) is pleased to offer this scope of services to the City of Port Orange (CITY) for providing professional engineering services for the above referenced project.

PROJECT UNDERSTANDING

- The CITY is entering into a Local Agency Program (LAP) Agreement with the Florida Department of Transportation (FDOT) for design of the above referenced project, which currently anticipates the CITY's completion of design and permitting prior to April 2017, based on no right of way acquisition being required.
- Under contract to the River to Sea Transportation Planning Organization (R2CTPO), Kimley-Horn and Associates, Inc. (KHA) previously prepared a feasibility study for the project, entitled *Victoria Gardens Boulevard Sidewalk Feasibility Study*. The study was originally issued in February 2013, but a new version of this study was later issued in August 2015 (Final) with Appendix D containing responses to a comment from the FDOT inquiring as to whether or not right of way acquisition would be required for the slope stabilization at tie-in to natural ground.
- As depicted on the conceptual design plans contained in the study, 5' concrete sidewalk is proposed along the east side of Victoria Gardens Blvd. right of way for approximately 1,600 LF, from Clyde Morris Blvd. (CR 483) to Appleview Way, with crosswalks across Victoria Gardens Blvd. proposed near Crescent View Drive and Appleview Way. The study also depicted optional 8' sidewalks that may desired by City Council if determined possible during design.
- In the Final version of the feasibility study, approximately 350 LF of gravity wall was proposed with the face of wall located just 3' from the right of way, in order to eliminate the need for right of way acquisition. Given the slope of the adjacent property beyond the right of way, the CITY originally had constructability concerns associated with being able to excavate and backfill as necessary construct the required bottom width of the proposed gravity wall, or the foundation of another type of wall system, without encroaching onto private property. As such, the CITY previously requested design of a vinyl sheet pile wall instead, which does not require tie-back systems. However, in further review of existing conditions, the CITY has reconsidered and now believes the gravity wall solution is viable. As such, this revised scope of services is being provided with no structural engineering included.
- The CITY is the maintenance authority for Victoria Gardens Blvd., which is a local street. Volusia County is the maintenance authority for Clyde Morris Blvd. (CR 483). Neither of these roadways are located on the State Highway System (SHS). The CITY will be responsible for applying for and obtaining the required right of way use permit required for the proposed sidewalk connection, and those services have therefore been removed from this revised scope of services.
- Required drainage design is limited to the modification of the existing shallow swales alongside the roadway and collection system components necessary to maintain the existing drainage patterns.
- No activity in, on, or over wetlands or other surface waters is anticipated within the urbanized corridor being considered in this project, but the feasibility study recommended gopher tortoise survey be conducted. The CITY had previously requested a five-day Scrub Jay survey given the adjacent habitat.

However, in further review of existing conditions, the CITY has reconsidered and now believes that impacts to scrub jay habitat are no longer likely. As such, the CITY has requested this revised scope of services with no scrub-jay survey services included.

- The feasibility study suggests the proposed improvements would qualify for exemption from Environmental Resource Permit (ERP) required by the St. Johns River Water Management District (SJRWMD). Based on our previous efforts obtaining and reviewing SJRWMD records, TEDS previously advised that sidewalks less than 6' in width typically do qualify for exemption, but the study contemplated the option for 8' sidewalks desired by the CITY. In addition, TEDS advised that under ERP series 29630 (Unatin Subdivision) and ERP series 29686 (Sweetwater Elementary), multiple ERP's or permit modifications have been previously issued by SJRWMD since 1990 for projects which included the same project areas. Per the CITY's subsequent coordination with SJRWMD, it has been determined that modification of the previous permit(s) will be required. The CITY will be responsible for applying for and obtaining the required ERP modification(s), and all related services have therefore been removed from this revised scope of services.
- The CITY owns and operates potable water, sanitary sewer, and/or reclaimed water utilities within the rights of way. If at all, only minor adjustment of these utilities is expected, which should not warrant the need for water or sewer permits from the Florida Department of Environmental Protection (FDEP) or the Volusia County Health Department (VCHD).
- Post-design services included in the previous scope of services provided to the CITY included several services that in TEDS experience, are normally required of the Engineer of Record, but this revised scope of services includes a reduced level of post design services to be provided by TEDS, on the assumption that the CITY's staff or firm selected to provide Construction Engineering Inspection (CEI) will provide those services instead.
- Existing roadway lighting systems within the corridor will not be impacted, and no lighting or electrical engineering design is required in this project.
- Landscape architecture, hardscape design, and irrigation design are not required in this project.

SCOPE OF SERVICES

Task 1 – Surveying

TEDS will retain Sliger & Associates, Inc. (Sliger) to prepare a right of way and topographic survey of the full Victoria Gardens Blvd. right of way from Clyde Morris Blvd. (CR 483) to 100 feet north of Applevue Way, including obtaining elevations at a minimum of 50 foot intervals and locating above ground improvements, trees 6" DBH and greater within the right of way, as well as the above ground utilities and underground utilities along the south and east sides of the road. Sunshine One Call of Florida (SSOCOF) will be contacted to mark inaccessible underground utilities and if there are as-builts of utilities available, Sliger will show those on the survey. Right of way will be located sufficient for the CITY to certify the right of way as required in LAP process. The width limits of survey will be from the north and west right of way line to 15 feet beyond the south and east right of way line.

Task 2 – Environmental Services

TEDS will retain Environmental Services, Inc. (ESI) to conduct the following environmental services:

Task 2.1 – Gopher Tortoise Survey (100% habitat surveyed)

ESI will identify and map potential gopher tortoise habitat based on aerial photographs, soils maps, NWI maps, and other in-house resources. ESI will then conduct a pedestrian survey covering 100 percent of the habitat pursuant to the methodologies of the Florida Fish and Wildlife Conservation

Traffic Engineering Data Solutions, Inc.

Commission (FWC) to determine the extent of the on-site gopher tortoise population. Each gopher tortoise burrow along the transect shall be identified, marked with flagging tape, and characterized as Potentially Occupied or Abandoned. The location of each gopher tortoise burrow will be recorded using GPS. All survey activities will be supervised by an Authorized Gopher Tortoise Agent pursuant to FWC regulations. To effectively locate all potentially occupied gopher tortoise burrows and to subsequently remove the tortoises, this 100 percent survey should be conducted within 90 days of anticipated capture of the gopher tortoises for relocation.

Following the field review, ESI will prepare a gopher tortoise burrow location map overlaid on a recent 2016 color aerial photograph.

Note: The survey must be current within 90 days of relocation otherwise a second survey is required by FWC prior to start of relocation. Please note authorization from FWC is required 24 hours prior to initiating the relocation.

Task 2.2 – Agency Field Review and Request for Additional Information (RAI)

If FWC requests to conduct a site inspection to conduct a review of the burrow survey, ESI will accompany FWC staff during the inspection. ESI will also prepare responses to one RAI. If additional requests for information or site visits are required, additional services may be necessary and ESI will obtain your written permission prior to proceeding.

Task 3 – Geotechnical Engineering

TEDS will retain Ardaman & Associates, Inc. (Ardaman) to conduct the following subsurface soil exploration and geotechnical engineering evaluation services related to the proposed gravity wall:

Task 3.1 – Subsurface Soil Exploration

Ardaman will conduct field exploration to perform three (3) Standard Penetration Test (SPT) borings to a depth of 20 feet using a procedure outlined in ASTM D-1586. The borings will be sampled at 18-inch intervals to 10 feet deep and at 5-foot intervals below 10 feet. Each sample will be removed from the sampler or auger in the field and then examined and visually classified by their crew chief. Representative portions will be sealed and packaged for transportation to their laboratory for further analysis. Water level observations will be made in the boreholes during the drilling operation.

Routine laboratory visual classification will be performed along with specific classification tests deemed necessary (i.e. percent fines).

Engineering analysis of all data obtained will be made to evaluate general subsurface conditions and to determine if a standard FDOT-Type gravity wall will be stable.

Task 4 – Design Development

TEDS will provide the following services to address the critical design elements of the project:

- Obtain and review record plan information for Victoria Gardens Blvd. and adjacent developments that may be on file at the CITY and Volusia County
- Review the completed survey
- Conduct field review of project corridor with CITY staff

Traffic Engineering Data Solutions, Inc.

- Develop proposed alignment of sidewalk and typical section(s) based on avoidance of existing utilities and other above ground features or minimization of impacts
- Assess minor adjustments to existing drainage structures
- Assess minor adjustments to utilities
- Assess relocation and/or modification of existing signage / pavement markings within the right of way, as well as any proposed signage / pavement markings that may be necessary

Task 5 – Construction Plans

TEDS will prepare the following construction plans for the project:

- *Key Sheet* (1 sheet)
- *General Notes* (1 sheet)
- *Summary of Pay Items* (1 sheet)
- *Typical Sections* (1 sheet)
- *Plan Sheets* (4 sheets) – *signing / pavement marking & minor utility adjustments to be depicted here*
- *Cross-Sections* (8 sheets) – *100' intervals*
- *Construction Details* (2 sheets)
- *Gravity Wall Profile* (2 Sheets)
- *Traffic Control Plans* (3 sheets) – *includes Standard Index series 600 sheets only*
- *Stormwater Pollution Prevention Plan (SWPPP) Notes* (1 sheet) – *with notes to describe erosion control measures necessary for the contractor to maintain compliance with the National Pollutant Discharge Elimination System (NPDES) program during construction*

Design provided by TEDS will be based on the standard practices and publications utilized by the FDOT, including the PPM, the Florida Greenbook, Standard Indexes, Standard Specifications, the Utility Accommodation Manual (UAM), etc. Construction Plans will be prepared for progress review at 60%, and 90% levels of completion.

During preparation of construction plans, TEDS will provide the following coordination efforts:

- Preparation of an Engineer's Opinion of Probable Costs (EOPC's) at each level of completion
- Attend progress review meetings with the CITY at 60%, and 90% completion
- Attend City Council meeting(s) that may be required to discuss the project details
- Assist with preparation of LAP documentation

Task 6 – SSOCOF Design Ticket

TEDS will coordinate a new SSOCOF design ticket for the project in an attempt to identify any Utility Agency Owners (UAO's) that may currently be using the right of way. Upon completion of 60% construction plans, TEDS will transmit courtesy copies to the utility companies for their review of conflicts that may exist with the proposed construction and relocation(s) that may be required. Minor adjustments to be completed by the UAO's will be graphically shown on the plan sheets.

Traffic Engineering Data Solutions, Inc.

Task 7 – Permitting

At 60% and 90% levels of completion, TEDS will submit copies of the construction plans and pertinent LAP documentation to the CITY and for review. Once comments have been received from the CITY and FDOT, TEDS will revise the plans and respond to comments.

Task 8 – Bid Documents

Upon approval of 90% plans, TEDS coordinate with the CITY to understand current bidding requirements and/or preferences. A draft project manual will be prepared based on templates provided by the CITY in the format preferred by the CITY's Purchasing Division, including contract documents and specifications, along with other documents or specifications that may be required for federally funded LAP projects. Upon review of the project manual, TEDS will revise the documents per comments received from FDOT. The final version of the project manual will be provided to the City for bidding purposes.

Deliverables: Plans for this project will be printed at 1"=30' scale on 11"x17" sheets, and the project manual will be prepared for 8.5" x 11" sheets. TEDS will provide the following deliverables at each stage of the project noted below:

60% Completion

- Two (2) sets of the Construction Plans
- PDF of the Protected Species Report
- PDF of the Geotechnical Report
- PDF of the Construction Plans
- PDF of the 60% EOPC

90% Completion

- Two (2) sets of the Construction Plans
- PDF of the Construction Plans
- PDF of the 90% EOPC

100% Completion

- Four (4) sets of the Approved Construction Plans (signed/sealed)
- PDF of the Approved Construction Plans
- AutoCAD files for the Approved Construction Plans
- Four (4) copies of the EOPC (signed/sealed)
- PDF of the Final EOPC
- MS Word copy of the Project Manual
- PDF copy of the Project Manual

Task 9 – Limited Post-Design Services

As Engineer of Record for the project, TEDS will provide support to the CITY in administering the contract through completion of the project, including the following limited post-design services:

- Attendance at a pre-bid meeting
- Answering questions during the bid process
- Assistance with bid review and selection of a contractor
- Attendance at a pre-construction meeting

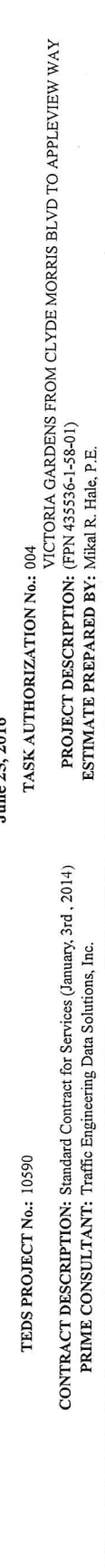
FEES

TEDS shall conduct the work in the tasks described above for the lump sum fees indicated below:

Task	Fee
Task 1 - Surveying	\$5,400.00
Task 2 - Environmental Services	\$2,000.00
Task 3 - Geotechnical Engineering	\$3,673.50
Task 4 - Design Development	\$5,905.00
Task 5 - Construction Plans	\$19,635.00
Task 6 - SSOCOF Design Ticket	\$3,910.00
Task 7 - Permitting	\$8,355.00
Task 8 - Bid Documents	\$9,410.00
Reimbursable Expenses	\$336.00
Sub-Total (Design, Permitting, & Bid Documents)	\$58,624.50
Task 9- Post-Design Services	\$5,115.00
Project Total	\$63,739.50

An estimate of man-hours and expenses is provided on the following pages.

Traffic Engineering Data Solutions, Inc.

[illegible]



VICTORIA GARDENS FROM CLYDE MORRIS BLVD TO APPELVIEW WAY
PROJECT DESCRIPTION: (FPN 435536-1-58-01)
ESTIMATE PREPARED BY: Mikal R. Hale, P.E.

CONTRACT DESCRIPTION: Standard Contract for Services (January, 3rd, 2014)
PRIME CONSULTANT: Traffic Engineering Data Solutions, Inc.

[illegible]

\$52,330.00

EXPENSES (Refer to backup provided on the following page)

I. SUB-CONSULTANT FEES

II. REPRODUCTION

III. MILEAGE / TRAVEL

IV. PERMIT REVIEW FEES

V. SHIPPING / POSTAGE

SUB-TOTAL - EXPENSES

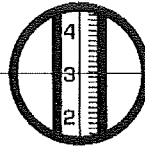
TOTAL LUMP SUM CONTRACT AMOUNT

\$63,739.50

CITY OF PORT ORANGE
EXPENSES
June 25, 2016



TEDS PROJECT No.: 10590		TASK AUTHORIZATION No.: 004	
CONTRACT DESCRIPTION: Standard Contract for Services (January, 3rd, 2014)		VICTORIA GARDENS FROM CLYDE MORRIS BLVD TO APPELVIEW WAY	
PRIME CONSULTANT: Traffic Engineering Data Solutions, Inc.		PROJECT DESCRIPTION: (FPN 435536-1-58-01)	
		ESTIMATE PREPARED BY: Mikal R. Hale, P.E.	
I. SUB-CONSULTANT FEES			
Mark-up to Cover Administrative Costs:		0.00%	
Sub-Consultant		Description of Services	Fee Quote
a) Sliger & Associates, Inc.		Task 1 - Surveying	\$5,400.00
b) Environmental Services, Inc.		Task 2 - Environmental Services	\$2,000.00
c) Ardaman & Associates, Inc.		Task 3 - Geotechnical Engineering	\$3,673.50
d)			\$0.00
		Total Sub-Consultant Fees \$11,073.50	
II. REPRODUCTION			
Contract Rate		Black / White:	8.5" x 11" / sheet \$0.10 / sheet
			11" x 17" / sheet \$0.20 / sheet
			24" x 36" / sheet \$3.00 / sheet
Job Estimate		Number of Sheets	
		Black / White	Color
Document Description		8.5" x 11"	11" x 17"
a) Construction Plans - 60% Submittal		24	24
b) Construction Plans - 90% Submittal		24	24
c) Construction Plans - FINAL Submittal		24	24
d) Project Manual		250	
		Total Reproduction Costs \$88.40	
III. MILEAGE / TRAVEL			
Contract Rate		\$0.57 / mile (Current Federal Rate)	
Reason for Trip / Destination		Distance / Mileage (round trip)	Number of Trips
a) Conduct walk-through / project site		60	1
b) Coordination meetings / City Hall		60	2
		Total Mileage / Travel Costs \$102.60	
IV. PERMIT REVIEW FEES			
Contract Rate		Cost	
Description		Estimated Cost	
a) SJRWMD Exemption Verification		\$100.00	
		Total Permit Review Fees \$100.00	
V. SHIPPING / POSTAGE			
Contract Rate		Cost	
Description		Estimated Cost	
a) 60% Submittal		\$15.00	
b) 90% Submittal		\$15.00	
c) 100% Submittal (FINAL)		\$15.00	
		Total Shipping / Postage Costs \$45.00	



April 14, 2016

Mr. Mikal R. Hale, P.E.
Traffic Engineering Data Solutions, Inc.
80 Spring Vista Drive
Debary, Florida 32713

Delivered via email /Hard Copies to follow via mail

Re: *Proposal of Surveying and Mapping Services # 16-080*
Victoria Gardens Sidewalk, Port Orange, Florida

Dear Mike:

Sliger & Associates (S&A) is pleased to submit our proposal for Surveying and Mapping Services for the above referenced project.

SCOPE OF WORK

Task) Prepare right of way and topographic survey of the full right of way of Victoria Gardens Boulevard from Clyde Morris Boulevard to 100 feet north of Applevue Way, including obtaining elevations at a minimum of 50 foot intervals and locating all above ground improvements, locating all trees 6" dbh and greater within the right of way, locating all above ground utilities and underground utilities along the south and east side of the road. Sunshine One Call will be contacted to mark inaccessible underground utilities and if there are as-builts of utilities available, we will show those on the survey.

The limits will be from the north and west right of way line to 15 feet beyond the south and east right of way line.

FEE: **\$5,400.00**

Any additional work will be prepared at our standard hourly rates or negotiated at that time.

• Professional Land Surveyor	\$110/hr
• Project Manager	\$110/hr
• Field Survey Crew	\$135/hr
• CAD Technician	\$80/hr
• Research	\$55/hr

M:\WINWORD\PROPOSAL\Victoria Gardens Sidewalk Port Orange TEDS Hale 16-080.doc

Phone 386.761.5385

Free 877.775.4437

Fax 386.760.0619

April 14, 2016

Page 2 of 2

Mr. Mikal R. Hale, P.E.

Re: *Proposal of Surveying and Mapping Services # 16-080*
Victoria Gardens Sidewalk, Port Orange, Florida

FEE FOR DELIVERABLES: Prints, Mylars, CDs and shipping charges will be billed at our current rates. An AutoCAD 2009 digital file will also be available.

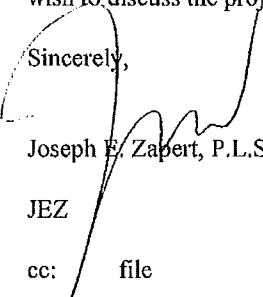
TERMS OF CONTRACT

S&A will invoice monthly in accordance with percent complete and at the conclusion of the project. Payment will be due upon receipt of invoice. Any past due balances over 30 days are subject to 1.5% interest per month (18% per annum). It is understood that this agreement is between S&A and the addressee and payment is not contingent on payment from a third party. If it becomes necessary to seek collections the client is responsible for the cost of collections including reasonable attorney's fees. In the event of a dispute the venue for the resolution of the dispute will be Volusia County, Florida.

We have included an acceptance block below. If this proposal is in accordance with your understanding of our agreement, an authorized agent of the firm accepting responsibility for payment should sign and return one copy of this proposal to execute the contract and expedite notice to proceed. S&A will begin work upon receipt of a signed copy.

Thank you for considering Sliger & Associates. Should you have any questions regarding our approach to this project or wish to discuss the project in more detail, please do not hesitate to call.

Sincerely,


Joseph E. Zapert, P.L.S., President

JEZ

cc: file

By signing this proposal I hereby acknowledge that I have read and accept the terms of this proposal individually and on behalf of the corporation.

Signature

Type/Print Name & Title

Date

Firm Name

ENVIRONMENTAL SERVICES, INC.

124 N. Nova Road, PMB 129
Ormond Beach, FL 32174

Phone 386-478-4350 * Fax 904-470-2112

www.environmentalservicesinc.com

21 June 2016

Mr. Mikal Hale
Traffic Engineering Data Solutions, Inc.
80 Spring Vista Drive
DeBary, Florida 32713

RE: Victoria Gardens Sidewalk Study - Revised (EJ16129.00)
Volusia County, Florida

Dear Mr. Hale:

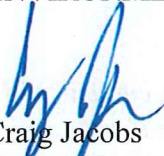
Thank you for contacting Environmental Services, Inc. (ESI). Pursuant to our recent conversation, ESI is pleased to enclose the attached revised proposal. Please note under our Terms section at the end of the proposal that, as the client, you assure ESI that we have permission to work on the property being evaluated and that you will advise us regarding the proper procedures for accessing the property.

If the attached meets your requirements, please approve by signing and returning the enclosed document to us by mail to the address above, by fax (904-470-2112) or via email (cjacobs@esinc.cc). We are prepared to proceed upon receipt of the signed contract. We look forward to working with you.

Please contact me should you have any questions. Thank you for selecting ESI to assist with your environmental consulting needs.

Sincerely yours,

ENVIRONMENTAL SERVICES, INC.



Craig Jacobs
Project Manager

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S:pf062116f

ENVIRONMENTAL SERVICES, INC.

**PROPOSAL FOR SERVICES
ESI PROJECT NO. EJ16129.00**

The following Contract for Services is an agreement between Environmental Services, Inc., (ESI) and Traffic Engineering Data Solutions, Inc., (Client) with the terms specified herein. Client agrees that the company/individual signing this agreement has the ability to compensate ESI for the work described herein whether or not the proposed project materializes. ESI agrees to perform the following tasks for the associated fee.

Project Name: Victoria Gardens Sidewalk Study
Project Location: Volusia County, Florida

SCOPE OF SERVICES

FIXED FEE

Task 1. Gopher Tortoise Survey (100 percent habitat surveyed) \$1,000.00

ESI will identify and map potential gopher tortoise habitat based on aerial photographs, soils maps, NWI maps, and other in-house resources. ESI will then conduct a pedestrian survey covering 100 percent of the habitat pursuant to the methodologies of the Florida Fish and Wildlife Conservation Commission (FWC) to determine the extent of the on-site gopher tortoise population. Each gopher tortoise burrow along the transect shall be identified, marked with flagging tape, and characterized as Potentially Occupied or Abandoned. The location of each gopher tortoise burrow will be recorded using GPS. All survey activities will be supervised by an Authorized Gopher Tortoise Agent pursuant to FWC regulations. To effectively locate all potentially occupied gopher tortoise burrows and to subsequently remove the tortoises, this 100 percent survey should be conducted within 90 days of anticipated capture of the gopher tortoises for relocation.

Following the field review, ESI will prepare a gopher tortoise burrow location map overlaid on a recent 2016 color aerial photograph.

Note: The survey must be current within 90 days of relocation otherwise a second survey is required by FWC prior to start of relocation. Please note authorization from FWC is required 24 hours prior to initiating the relocation.

Task 2. Agency Field Review and Request for Additional Information \$1,000.00 estimate (not to exceed)

If FWC requests to conduct a site inspection to conduct a review of the burrow survey, ESI will accompany FWC staff during the

ENVIRONMENTAL SERVICES, INC.

inspection. ESI will also prepare responses to one Request for Additional Information, if requested by FWC. If additional requests for information or site visits are required, additional services may be necessary and ESI will obtain your written permission prior to proceeding.

Additional services not specifically addressed herein will be invoiced on a time and materials basis at standard ESI hourly rates. We will provide you with a written proposal for these tasks if, or when, they become necessary. We are prepared to proceed upon receipt of the signed contract.

ESI is committed to providing quality service to our clients. Every project is reviewed by a senior technical manager to ensure that the work has been performed in compliance with our goal of providing superior service and solutions to our clients.

ENVIRONMENTAL SERVICES, INC.

Project Name: Victoria Gardens Sidewalk Study (EJ16129.00)
Project Location: Volusia County, Florida

Task 1: Gopher Tortoise Survey Fee: \$1,000.00
Task 2: Agency Review and Requests for Additional Information Fee: \$1,000.00 est. NTE

TERMS:

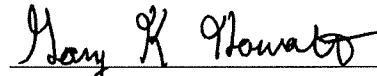
- ESI will complete the work described above in a timely manner unless delayed by Client's request, lack of information, or intervening factors beyond our control.
- Client assures ESI that it has permission to work on the subject property and will advise ESI of proper procedures for accessing subject property.
- ESI will maintain a minimum \$1,000,000 errors and omissions (professional liability) insurance; \$1,000,000 per occurrence and \$2,000,000 aggregate general liability insurance for the duration of the project. If any additional insurance requirements are necessary, please return the specifications with the signed proposal. They will become a part of this contract as agreed by both parties.
- Outside services and expenses such as subcontractors and special purchases will be invoiced with a handling fee of 15 percent.
- Client will provide ESI with any special billing formats or considerations with the signed contract.
- Billing is done monthly. **Payment is due immediately upon receipt of the invoice;** after 30 days the Client agrees to pay 1.5 percent late fee per month or portion thereof on unpaid balances. Unpaid balances after 60 days from the date of the invoice may result in work stoppage until overdue accounts are resolved.
- Failure to pay within 60 days from the date of invoice will be considered by ESI to be a breach of contract, and ESI may cease work and withhold all work product immediately without penalty from the Client.
- Client agrees that this contract is an agreement between Client and ESI. Payment is due from Client at the time services are performed. Payment shall not be contingent upon regulatory action or upon resolution of any legal matter that ESI is not a party to. If ESI is being contracted to complete work which Client will use in a legal dispute, Client agrees to pay ESI in a timely manner without regard to the current standing of that legal dispute. ESI fees may not be incorporated into real estate closings without prior written consent from ESI.
- This agreement shall be governed by the laws of the State of Florida, United States. Any lawsuit, proceeding or action arising out of or relating to this agreement must be brought in any court of competent jurisdiction located within Duval County, Jacksonville, Florida. Each of the parties irrevocably submits and consents to the exclusive jurisdiction of such court in any such lawsuit, proceeding or action, and waives any defense or objection it may now or hereafter have to personal jurisdiction, venue, or inconvenient forum.
- ESI rates change on March 1 of each year.
- This proposal is valid for a period of 60 days following the date of issuance.

TERMS ACCEPTED:

ENVIRONMENTAL SERVICES, INC.

SIGNATURE: _____

SIGNATURE: _____



NAME: _____

NAME: _____

Gary K. Howalt

FIRM: _____

FIRM: _____

Environmental Services, Inc.

TITLE: _____

TITLE: _____

Principal

DATE: _____

DATE: _____

21 June 2016

BILLING ADDRESS AND CONTACT IF DIFFERENT FROM ABOVE:

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ENVIRONMENTAL SERVICES, INC.

**ENVIRONMENTAL SERVICES, INC.
SCHEDULE OF LABOR AND EXPENSE RATES**

<u>POSITION</u>	<u>RATE</u>	<u>EXPENSE</u>	<u>CHARGE</u>
<u>Technical</u>		<u>Additional Services</u>	
Assistant Scientist	\$40.00/Hour	GIS/CAD Usage	\$30.00/Hour
Environmental Technician	\$50.00/Hour	Global Positioning System	\$50.00/Day
Project Scientist	\$60.00/Hour	ATV Usage	\$50.00/Day
Senior Scientist	\$75.00/Hour	Boat Usage	\$100.00/Day
Senior Geologist	\$120.00/Hour	Local Courier Service	\$13.00/Delivery
Project Archaeologist	\$45.00/Hour	Outside Graphics	Cost + 15%
Senior Archaeologist	\$60.00/Hour	All Subcontracted Services	Cost + 15%
Historic Resource Specialist	\$80.00/Hour	<u>Travel</u>	
Sustainability Specialist	\$100.00/Hour	Vehicle Mileage Rate	\$0.54/Mile
Project Forester	\$90.00/Hour	Travel Expenses	Cost
Senior Forester	\$105.00/Hour	<u>Copies</u>	
Project Manager	\$100.00/Hour	Photocopy Per Page	\$0.15
Senior Manager	\$110.00/Hour	Color Copy Per Page	\$1.50 8 ½ x 11
Forest Biometrician	\$115.00/Hour		\$2.50 8 ½ x 14
SR Forest Biometrician	\$145.00/Hour		\$3.00 11 x 17
VP/Technical Director	\$145.00/Hour	Full Size Copy Per Page	\$2.00 24 x 36
SR VP/Technical Director	\$160.00/Hour		or 36 x 48 b/w
SR VP II/Technical Director	\$180.00/Hour		\$20.00 24 x 36
Principal	\$200.00/Hour		or 36 x 48 color
<u>Administrative</u>		Blueprints or Xerox Per Page	\$2.50
Receptionist	\$35.00/Hour	Aerial Photography	\$50 0 - 15 acres
Administrative Assistant	\$50.00/Hour		\$100 16 - 50 acres
Exec. Admin Assistant	\$70.00/Hour		\$200 51 - 100 acres
<u>Graphics</u>			\$300 101 - 999 acres
GIS/CAD Technician	\$60.00/Hour		\$500 1000+ acres
GIS/CAD Analyst	\$80.00/Hour		
GIS/CAD Manager	\$105.00/Hour		
GIS/CAD Senior Manager	\$110.00/Hour		



Ardaman & Associates, Inc.

Geotechnical, Environmental and
Materials Consultants

April 21, 2016
Proposal File No. 16-60-184
Revised June 24, 2016

Traffic Engineering Data Solutions
80 Spring Vista Drive
Debary, Florida 32713

Attention: Mr. Mikal Hale, P.E.

Subject: Proposal for Subsurface Soil Exploration and
Geotechnical Engineering Evaluation
Proposed Sheet Pile Wall
Victoria Gardens Boulevard Sidewalk
Port Orange, Florida

Dear Mr. Hale:

As requested, we are pleased to present this proposal for conducting a subsurface soil exploration and geotechnical engineering evaluation for the subject project. Based on concept plans supplied by you, the proposed development includes approximately 350 feet of retaining wall for a new sidewalk.

The scope of our work will include performing soil borings and determining if the existing soil conditions are adequate to support a standard FDOT-type gravity wall.

The following summarizes our proposed scope of work and associated fees for conducting the subject exploration.

FIELD EXPLORATION

The field exploration program will include performing three SPT borings to a depth of 20 feet using a procedure similar to the Standard Penetration Test outlined in ASTM D-1586. The borings will be sampled at 18-inch intervals to 10 feet deep and at 5-foot intervals below 10 feet. Each sample will be removed from the sampler or auger in the field and then examined and visually classified by our crew chief. Representative portions will be sealed and packaged for transportation to our laboratory for further analysis as required. Water level observations will be made in the boreholes during the drilling operation.

LABORATORY PROGRAM

Routine laboratory visual classification will be performed along with specific classification tests deemed necessary (i.e., percent fines).

ENGINEERING ANALYSIS AND REPORT

Engineering analysis of all data obtained will be made to evaluate general subsurface conditions and to determine if a standard FDOT-Type gravity wall will be stable.

Our recommendations, together with data developed during the exploration, will be submitted in a written report upon conclusion of the study.

COST ESTIMATE

The costs associated with the aforementioned tasks are estimated as follows. The total cost will not be exceeded without prior authorization.

General

Stake Borings and Coordinate Utility Locations with Sunshine State One-Call by Assistant Project Engineer; 5 hours @ \$73.00/hour	\$365.00
Mobilize Drilling Crew and Equipment and Perform SPT Borings; Lump Sum	\$1,800.00
Laboratory Classification Testing; Percent fines test; 2 tests @ \$36.75/test	\$73.50
Senior Engineer; 1 hour @ \$159.00/hour	\$159.00
Assistant Project Engineer; 7 hours @ \$110.00/hour	\$770.00
CADD Draftsperson; 5 hours @ \$70.00/hour	\$350.00
Technical Secretary; 3 hours @ \$52.00/hour	<u>\$156.00</u>
Total	\$3,673.50

TERMS AND CONDITIONS

The total cost is based on the unit prices as shown on the attached fee schedule (see Attachment 1). This proposal is subject to the following terms and conditions: (1) access to boring locations is to be readily available to our truck-mounted drilling equipment, (2) the proposed number of borings and the boring depths will be adequate, (3) undisturbed samples and consolidation tests on fine grained soils are not budgeted into the total cost, (4) maintenance of traffic is not required to perform the field work, (5) Ardaman & Associates will not take responsibility for damages to underground structures and/or services that are not located by Sunshine State One-Call; their locations are to be provided by the client prior to commencement of the field work, (6) exploration or evaluation of the environmental (ecological or hazardous/toxic material related) condition of the site and subsurface is not included, and (7) this proposed exploration is a relatively shallow exploration and is not intended to be an evaluation for sinkhole potential.

CLOSURE

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. If this proposal meets with your approval, please indicate your acceptance by signing and returning the attached Proposal/Project Acceptance sheet. Please call if you have any questions or require additional information.

Very truly yours,
ARDAMAN & ASSOCIATES, INC.


Zen C. Bates, P.E.
Senior Engineer


Charles H. Cunningham, P.E.
Orlando Branch Manager

ZCB/CHC/jj/nfm

1660-184REV TEDS SHEET PILE WALL.DOCXdocx (2016PP)

Attachment 1

1.	Mobilization of Crew and Equipment	Varies
2.	Standard Penetration Test Borings:	
	(a) \$14.80/l.f. (0 - 50 ft. depth)	
	(b) \$17.60/l.f. (51 - 100 ft. depth)	
	(c) \$23.00/l.f. (100 - 150 ft. depth)	
3.	Auger Borings/Wash Borings	\$11.00/l.f.
4.	Install Temporary Casing	
	0 to 50 feet	\$10.00/l.f.
	50 to 100 feet	\$12.25/l.f.
5.	Undisturbed Samples (Shelby Tube)	\$175.75/each
6.	Grouting boreholes	\$3.90/l.f.
7.	Add 10% to Unit Rates for Drilling with Mudbug Equipment	
8.	Cone Penetration Tests	\$13.70/l.f.
9.	Muck Probes	Manhour Rates
10.	Groundwater Level Piezometer	\$25.00/l.f.
11.	Double Ring Infiltrometer Test	\$595.00/each
12.	Field Permeability	\$306.00/each
13.	Laboratory Testing:	
	(a) Incremental Consolidation Test	\$670.00/test
	(b) Atterberg Limits	\$114.00/set
	(c) Sieve Analysis	\$63.00/each
	(d) Percent Fines	\$36.75/each
	(e) Natural Moisture Content	\$14.50/each
	(f) Organic Content	\$33.50/each
	(g) Limerock Bearing Ratio	\$366.50/each
	(h) Permeability ($K > 10^{-5}$ cm/sec)	\$160.00/each
	(i) Unit Weight/Classification of Undisturbed Sample	\$65.00/each
14.	Engineering Analysis and Report Preparation:	
	Principal Engineer (P.E.)	\$188.00/hour
	Senior Engineer (P.E.)	\$159.00/hour
	Senior Project Engineer (P.E.)	\$146.00/hour
	Project Engineer (P.E.)	\$127.00/hour
	Assistant Project Engineer	\$110.00/hour
	Engineering Assistant	\$91.00/hour
	Sr. Engineering Technician	\$73.00/hour
	Engineering Technician	\$59.00/hour
	CADD Draftsperson	\$70.00/hour
	Technical Typist	\$52.00/hour
15.	Standby of drill crew and equipment for reasons beyond our control or difficult access	\$205.00/crew-hour

*Unit prices effective until December 31, 2016



Ardaman & Associates, Inc.

PROPOSAL/PROJECT ACCEPTANCE AND AGREEMENT

PROJECT INFORMATION:

Project Name Sheet Pile Wall
Project Location Victoria Gardens Boulevard, Port Orange, Florida
Proposal Number and Date 16-60-184; April 21, 2016 Revised June 24, 2016
Description of Services Subsurface Soil Exploration and Geotechnical Engineering Evaluation
Estimated Fee \$3,673.50

PROPERTY OWNER IDENTIFICATION:

Name _____
Property Identification Number _____
Address _____
City/State _____ Zip Code _____ Phone _____
Attention _____ Title _____

SPECIAL INSTRUCTIONS:

PAYMENT TERMS:

Payment shall be due within 30 days after date of each periodic invoice. Interest at the rate of 18% per annum (or the highest rate allowable by law) shall accrue on all amounts not paid within 30 days after date of invoice. All attorney fees and expenses associated with collection of past due invoices will be paid by Client. Failure to timely pay any invoice shall constitute a waiver of any and all claims against Ardaman & Associates, Inc.

PROPOSAL ACCEPTANCE:

By accepting this Proposal, the Terms and Conditions of this Proposal, including the Terms on this page, and Ardaman & Associates, Inc.'s General Conditions appearing on the following page of this Proposal, are incorporated herein by reference. In the event this Proposal Acceptance was received by facsimile, Client hereby confirms that the above described Proposal, the Terms and Conditions of this Proposal, including the Terms on this page, and Ardaman & Associates, Inc.'s General Conditions have been made available and are incorporated in this agreement.

Accepted this _____ day of _____, 2016

(Print or type individual, firm or corporate body name)

(Signature of authorized representative)

(Print or type name of authorized representative and title)

Revision 2016 - FL

GENERAL CONDITIONS - FLORIDA

Parties And Scope Of Work – Ardaman & Associates, Inc. (hereinafter referred to as "A&A") shall include said company, its division, subsidiary, parent or affiliate performing the Work. "Work" means the specific services to be performed by A&A as set forth in A&A's proposal, the Client's acceptance thereof, both incorporated herein by this reference, and these General Conditions. "Client" refers to the person or business entity ordering the Work to be done by A&A. If the client is ordering the Work on behalf of a third party, the Client represents and warrants that the Client is the duly authorized agent of said third party for the purpose of ordering and directing said Work. In the event Client is not the authorized agent of said third party, Client agrees that he shall be individually liable hereunder. Further, Client shall disclose any such agency relationship to A&A in writing before the commencement of A&A's Work hereunder. Client agrees that A&A's professional duties are specifically limited to the Work as set forth in A&A's proposal. The Client assumes sole responsibility for determining whether the quantity and the nature of the Work ordered by the Client is adequate and sufficient for the Client's intended purpose. A&A's Work is for the exclusive use of client, and its properly disclosed principal. In no event shall A&A have any duty or obligation to any third party. Directing A&A to proceed with the Work shall constitute acceptance of the terms of A&A's proposal and these General Conditions.

On-Call Services – In the event A&A is retained to perform construction materials testing ("CMT"), including but not limited to proctor and soil density tests, concrete tests, etc., on an On-Call basis such that A&A is not retained to perform continuous observations of construction, Client assumes sole responsibility for determining the location and frequency of sampling and testing. In such On-Call testing, A&A's test results are only representative of conditions at the test location and elevation, and different conditions may exist at other locations and other elevations. Furthermore, in the event Client fails to properly determine the location or frequency of sampling and testing, under no circumstances will A&A assume any duty by performing its CMT services.

Right-of-Entry – Unless otherwise agreed, Client will furnish right-of-entry on the property for A&A to make the planned borings, surveys, and/or explorations. A&A will take reasonable precautions to minimize damage to the property caused by its equipment and sampling procedures, but the cost of restoration or damage which may result from the planned operations is not included in the contracted amount.

Damage to Existing Man-made Objects – It shall be the responsibility of the Client to disclose the presence and accurate location of all hidden or obscure man-made objects relative to field tests, sampling, or boring locations. Client waives any claim against A&A arising from any damage to existing man-made objects. In addition, Client shall defend, indemnify and hold A&A harmless from any third party claim arising from damage to existing man-made objects.

Warranty and Limitation of Liability - A&A shall perform services for Client in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of competent consultants practicing in the same or a similar locality as the project. In the event any portion of the services fails to comply with this warranty obligation and A&A is promptly notified in writing prior to one year after completion of such portion of the services, A&A will re-perform such portion of the services, or if re-performance is impracticable, A&A will refund the amount of compensation paid to A&A for such portion of the services. This warranty is in lieu of all other warranties. No other warranty, expressed or implied, including warranties of merchantability and fitness for a particular purpose is made or intended by the proposal for consulting services, by furnishing an oral response of the findings made or by any representations made regarding the services included in this agreement. In no event shall A&A be liable for any special, indirect, incidental, or consequential loss or delay or time-related damages. The remedies set forth herein are exclusive and the total liability of consultant whether in contract, tort (including negligence whether sole or concurrent), or otherwise arising out of, connected with or resulting from the services provided pursuant to this Agreement shall not exceed the total fees paid by Client or \$50,000.00, whichever is greater. Client may, upon written request received within five days of Client's acceptance hereof, increase the limit of A&A's liability by agreeing to pay A&A an additional sum as agreed in writing prior to the commencement of A&A's services.

This charge is not to be construed as being a charge for insurance of any type, but is increased consideration for the greater liability involved. **PURSUANT TO §558.0035, FLORIDA STATUTES, CONSULTANT'S INDIVIDUAL EMPLOYEES AND/OR AGENTS MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THEIR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.**

Sampling or Testing Location – Unless specifically stated to the contrary, the unit fees included in this proposal do not include costs associated with professional land surveying of the site or the accurate horizontal and vertical locations of tests. Field tests or boring locations described in our report or shown on our sketches are based on specific information furnished to us by others or estimates made in the field by our technicians. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in the report.

Sample Handling and Retention – Generally test samples or specimens are consumed and/or substantially altered during the conduct of tests and A&A, at its sole discretion, will dispose (subject to the following) of any remaining residue immediately upon completion of test unless required in writing by the Client to store or otherwise handle the samples. (a) **NON HAZARDOUS SAMPLES:** At Client's written request, A&A will maintain preservable test samples and specimens or the residue therefrom for thirty (30) days after submission of A&A's report to Client free of storage charges. After the initial 30 days and upon written request, A&A will retain test specimens or samples for a mutually acceptable storage charge and period of time. (b) **HAZARDOUS OR POTENTIALLY HAZARDOUS SAMPLES:** In the event that samples contain substances or constituents hazardous or detrimental to human health, safety or the environment as defined by federal, state or local statutes, regulations, or ordinances ("Hazardous Substances" and "Hazardous Constituents", respectively), A&A will, after completion of testing and at Client's expense: (i) return such samples to Client; (ii) using a manifest signed by Client as generator, will have such samples transported to a location selected by Client for final disposal. Client agrees to pay all costs associated with the storage, transport, and disposal of such samples. Client recognizes and agrees that A&A is acting as a bailee and at no time does A&A assume title of said waste.

Discovery of Unanticipated Hazardous Materials – Hazardous materials or certain types of hazardous materials may exist at a site where there is no reason to believe they could or should be present. A&A and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. A&A and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for A&A to take immediate measures to protect health and safety. A&A agrees to notify Client as soon as practicable should unanticipated hazardous materials or suspected hazardous materials be encountered. Client encourages A&A to take any and all measures that, in A&A's professional opinion, are justified to preserve and protect the health and safety of A&A's personnel and the public. Client agrees to compensate A&A for the additional cost of working to protect employees' and the public's health and safety. In addition, Client waives any claim against A&A arising from A&A's discovery of unanticipated hazardous materials or suspected hazardous materials.

Indemnification – Client agrees to defend, indemnify and save harmless A&A from all claims, including negligence claims, suits, losses, personal injuries, death and property liability resulting from the actions or inactions of Client, Client's contractors, representatives, agents and employees.

Legal Jurisdiction – The parties agree that any actions brought to enforce any provision of this Agreement shall only be brought in a court of competent jurisdiction located in Orlando, Orange County, Florida. All causes of action, including but not limited to actions for indemnification, arising out of A&A's Work shall be deemed to have accrued and the applicable statutes of limitation shall commence to run not later than either the date of substantial completion of the Work for acts or failures to act occurring prior to substantial completion, or the date of issuance of A&A's final invoice for acts or failures to act occurring after substantial completion of the Work. Each of the parties hereto irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or relating to this agreement.

Force Majeure - A&A shall not be held responsible for any delay or failure in performance caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, acts of God, act or omission of subcontractors, carrier, clients or other similar causes beyond its control.

Drafting and Severability – This Agreement has been drafted by all Parties hereto and shall not be construed against one Party or in favor of any other Party. In the event that any provision of this Agreement is held invalid, the remainder of this Agreement shall be fully enforceable.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 07/19/2016

Consent item: Yes

SUBJECT: Approval of Utilities Commission of New Smyrna Beach Interlocal Agreement

DEPARTMENT: Public Utilities

GOAL: 1 - Infrastructure Preservation

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

RECOMMENDED MOTION: Move to approve the Interlocal Agreement with the Utilities Commission of New Smyrna Beach for reclaimed and potable water interconnection and authorize the Mayor and City Clerk to execute the same.

SUMMARY: City Council previously approved the Interlocal Agreement with the Utilities Commission of New Smyrna Beach (UCNSB) on April 5th. As the UCNSB approved the Agreement they added language in Section 8 (c) to require both potable and reclaimed to meet FDEP standards. The Agreement City Council approved only stated reclaimed water had to meet FDEP standards in this section. The UCNSB had agreed to the original language but later added the potable water provision when they approved the Agreement. As a result of the UCNSB action, Council reconsideration of the revised language is needed.

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

Operational protocols for the exchange of water under certain circumstances;
Costs including: City to purchase potable water from UCNSB at \$1.54 per thousand gallons up to and including 1,087,000 gallons per month and \$2.05 per thousand gallons above that. The UCNSB will purchase water from the City at \$4.24 per thousand gallons. The city will purchase reclaimed water from the UCNSB at a rate of \$0.34 per thousand gallons.

Term: Initial term of 4 years from date of execution with options for 4 year extensions with concurrence of both parties. Staff recommends City Council approve this Agreement.

Project Funding Account
No.: No.:

ATTACHMENTS:

1.	Interlocal Agreement	UCNSBPortOrangeInterlocalAgmt 4-18-16.pdf
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Andrew Neff	Created/Initiated - 06/13/2016
Julia Wiggins	Approved - 06/14/2016
Rick Wilson	Approved - 06/14/2016
Tracey Riehm	Approved - 06/15/2016
Matthew Jones	Approved - 07/13/2016
Margaret Roberts	Approved - 07/14/2016
M. Jake Johansson	Final Approval - 07/14/2016

INTERLOCAL AGREEMENT

BETWEEN

THE CITY OF PORT ORANGE, FLORIDA

AND

UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH, FLORIDA

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

RECITALS

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

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

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

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

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

otherwise agreed to in writing by the Parties.

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

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

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

6. Effective Date; Service; Term of Agreement.

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

7. Distribution and Payment.

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

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

8. Operations.

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

9. Indemnification.

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

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

PORT ORANGE Representative:
City of Port Orange
Public Utilities Director
1000 City Center Circle
Port Orange, FL 32127

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

11. Severability. If any section, subsection, sentence, clause, phrase or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction; such portion shall be deemed a separate, distinct and independent provision of such holding, and such holding shall not affect the validity of the remaining portions hereof.

12. Attorney's Fees. In the event of any litigation hereunder to enforce or construe the terms of this Agreement, the prevailing party shall be entitled to an award of its reasonable attorney's fees and court costs incurred in such action.

13. Entirety. This Agreement represents the entire understanding of the parties hereto. Any amendments shall be in writing and signed by both parties.

14. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

15. Applicable Law. The laws of the State of Florida shall govern the validity, interpretation, construction and performance of this Agreement. Venue for any suit involving this Agreement shall be in Volusia County, Florida.

16. Waiver. Unless otherwise specifically provided by the terms of this Agreement, no delay or failure to exercise a right resulting from any breach of this Agreement shall impair such right or shall be construed to be a waiver thereof; but such right may be exercised from time to time and as often as may be deemed expedient. Any waiver shall be in writing and signed by the party granting such waiver. If any representation, warranty or covenant obtained in this Agreement is breached by any party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive, either expressly or impliedly, any other breach of this Agreement.

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

Signed, Sealed and Delivered in the presence of:

CITY OF PORT ORANGE

By: _____

Attest: _____

Approved as to form and correctness:

By: _____

PORT ORANGE ATTORNEY

UTILITIES COMMISSION, CITY OF
NEW SMYRNA BEACH, FLORIDA

By: William R. Nittl

(APPROVED BY UC 4-18-16, AI 4-f)

Attest: Debra Simmons

Approved as to form and correctness:

By: William R. Nittl

COMMISSION ATTORNEY

ATTACHMENT "A"
Potable Water Sharing Protocol

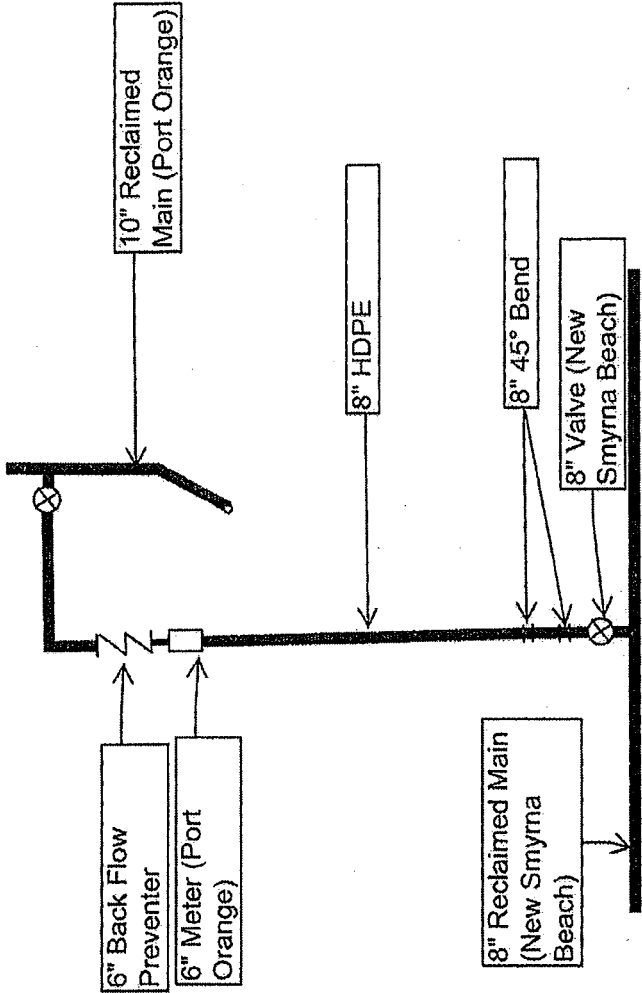
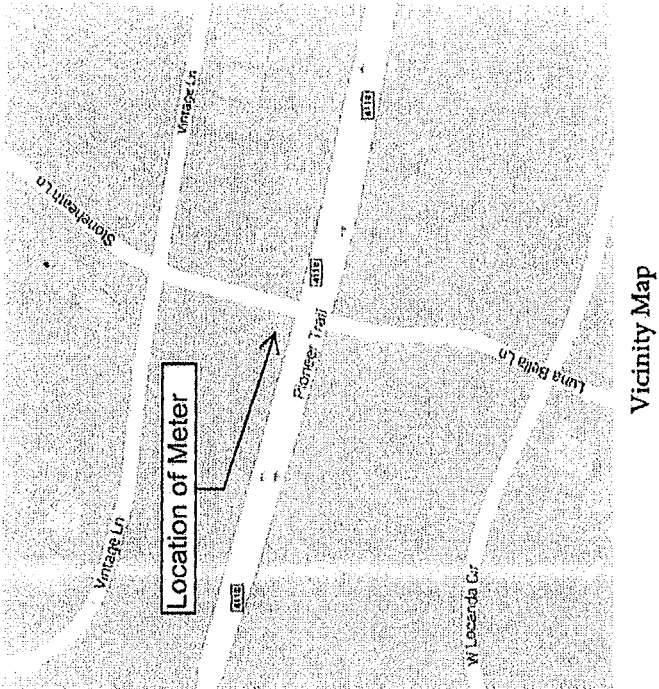
- A. A dual metered interconnection currently exists between the COMMISSION and PORT ORANGE for the purpose of transferring potable water between the two parties. See Attachment "D" for location and configuration.
- B. Each side of the metered interconnection includes:
 - a. A check valve to maintain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

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

ATTACHMENT "B"
Reclaimed Water Sharing Protocol

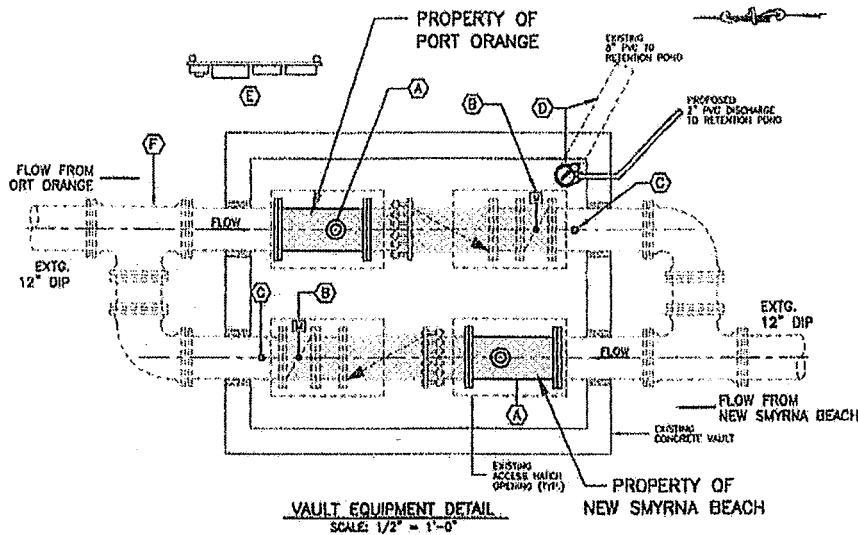
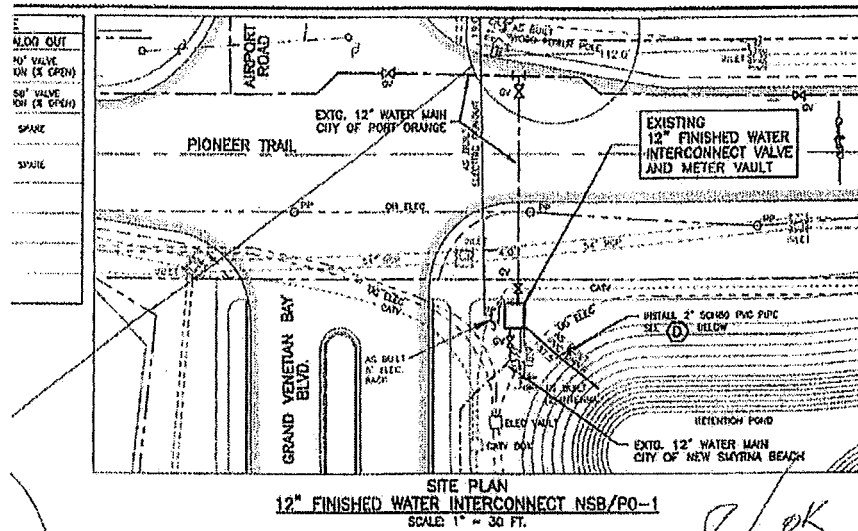
- A. A single metered interconnection currently exists between the COMMISSION and PORT ORANGE for the purpose of transferring reclaimed water from the COMMISSION to PORT ORANGE. See Attachment "C" for location and configuration.
- B. The metered interconnection includes:
 - a. A check valve to maintain the direction of flow through the meter, and
 - b. Two (2) isolation valves, one on each parties side of the metered interconnection.
- C. The metered interconnection shall only be opened:
 - a. At the request of the receiving party, and
 - b. At the mutual agreement and consent of both parties, and
 - c. The interconnection shall only be opened with a designated representative of each party present to activate the valve on their side of the interconnection.
- D. The metered interconnection may be closed at any time by request of either party, with proper notification of both parties. At no time will the metered interconnection be left open if the supplying party cannot meet the daily demand within its own reclaimed water system.
- E. The single meter at the interconnection shall be read monthly by the COMMISSION and PORT ORANGE to determine the volume of reclaimed water coming into the PORT ORANGE System from the COMMISSION. An invoice will be generated by the COMMISSION indicating the total amount of billable consumption by PORT ORANGE, and will be calculated at the Flow Charge Per KG for Major Users, as shown on the Rates, Charges and Fees Reclaimed Water Rate Schedule of the Utilities Commission; currently \$.034 per thousand gallons. This rate may be adjusted from time-to-time by the Commission, and thirty (30) days' notice shall be provided to PORT ORANGE prior to any rate change adjustment becoming effective.

ATTACHMENT "C"



Meter Configuration
N.T.S

ATTACHMENT "D"



LEGEND

- (A) 12" DIA. FLOW METERS (2)
WATER SPECIALTIES MODEL WL-04-90 150 PSI
FLANGED TUBE METER WITH TR2501 TRANSMITTER ASSEMBLY
- (B) VALVE ACTUATORS (2)
AUMA MODEL SA14.5 MULTI-TURN ELECTRIC ACTUATOR, 120V 1PH
OUTPUT DRIVE MATED TO VALVE STEM
- (C) PRESSURE GAUGE AND TRANSMITTER ASSEMBLIES (2)
SEE DETAIL THIS SHEET
- (D) PUMP (1)
HYDRAULIC SD-33 22 GPM AT 20' TDH, 1/3 HP 120V 1PH WITH 1-1/2" DISCH.
CORE DRILL VAULT WALL AND INSTALL 2" SCH80 PVC PUMP DISCHARGE TO RETENTION
POND. END OF PIPE TO EXTEND MIN. 12" INTO POND BEYOND BANK. INSTALL 2" PVC
CHECK VALVE AT END OF PIPE. PIPE TO BE INSTALLED WITH MIN. 2 FT. COVER.
SEAL VAULT WALL PENETRATION WITH NON-SHRINK GROUT.
- (E) ELECTRICAL RACK (1)
R.T.U. BY TELEMETRY PROVIDER OR P.I.C.S., INSTALL AND CONFIGURE
CONDUIT AND POWER SUPPLY TO/FROM FIELD DEVICES.
SEE TELEMETRY SCHEDULE AND ELECTRICAL DETAILS THIS SHEET.
- (F) 40-80 PSI NORMAL OPERATING RANGE (UPSTREAM & DOWNSTREAM)

Record Drawing
8/22/07
JRB

Survey	1. HIGHEST ELEVATION OF THE PUMP ASSEMBLY SHALL BE 12" ABOVE THE FINISHED GRADE OF THE VAULT FLOOR. THE PUMP SHALL BE INSTALLED ON A CONCRETE PAD. THE PUMP SHALL BE INSTALLED ON A CONCRETE PAD. THE PUMP SHALL BE INSTALLED ON A CONCRETE PAD.
209	2. THE PUMP SHALL BE INSTALLED ON A CONCRETE PAD. THE PUMP SHALL BE INSTALLED ON A CONCRETE PAD. THE PUMP SHALL BE INSTALLED ON A CONCRETE PAD.
REVISION	3. THE PUMP SHALL BE INSTALLED ON A CONCRETE PAD. THE PUMP SHALL BE INSTALLED ON A CONCRETE PAD. THE PUMP SHALL BE INSTALLED ON A CONCRETE PAD.

NSB/PO-1 CONNECT EQUIPMENT DETAILS	RICHARD W. FERNANDEZ, P.E. 14722 MARK A. HAMPTON, P.E. 27391 BRADLEY T. BLAIS, P.E. 47130 DAVID A. KING, P.E. 50809 ANDREW M. GAVIN, P.E. 48801	DESIGNED	DTB	DATE	08-07	SCALE AS SHOWN	SHEET NO. 15 OF 26
		DRAWN	HB	DATE	08-07		
		CHECKED					
		APPROVED					

07-642



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 07/19/2016

Consent item: Yes

SUBJECT: Resolution No. 16-36 – Easement Vacation – Lot 46, Hamlet Subdivision – First Addition

DEPARTMENT: Community Development

GOAL: 2 - Quality of Life

OBJECTIVE: N/A

RECOMMENDED MOTION: Move to approve Resolution No. 16-36.

SUMMARY: The Community Development Department has received an easement vacation application for a 2.5-foot wide portion of the 7.5-foot wide northerly side-yard and easterly rear-yard Drainage and Utility Easements located on Lot 46 of the Hamlet Subdivision – First Addition. The property owner submitted the application in connection with a building permit application to construct a concrete parking area and carport structure for a boat and trailer in the rear-yard area of the property.

The easement vacation application and legal description have been reviewed for completeness and accuracy. City departments have reviewed the application and have no outstanding concerns. Required minimum setback distances for the parking area and carport structure will be provided. There are no planned drainage or utility improvements proposed for the subject area. All franchise utility companies have provided a release letter for the subject area. The easement area may be vacated as described in the attached Exhibit “A”.

Project Funding Account
No.: No.:

ATTACHMENTS:

1.	Reso. No. 16-36	Resolution No 16-36.pdf
2.	Hamlet Aerial	devon aerial.pdf
3.	Hamlet Location Map	devon location.pdf
4.	Hamlet Drawing	devon drawing.pdf

Chip Glor
Wayne Clark
Margaret Roberts
M. Jake Johansson

Created/Initiated - 06/29/2016
Approved - 06/29/2016
Approved - 07/14/2016
Final Approval - 07/14/2016

RESOLUTION NO.16-36

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORT ORANGE, VOLUSIA COUNTY, FLORIDA,
VACATING A PORTION OF THE SIDEYARD AND REAR
YARD DRAINAGE AND UTILITY EASEMENTS LOCATED
AT 632 DEVON STREET ON LOT 46 OF THE HAMLET
SUBDIVISION – 1ST ADDITION; AND PROVIDING AN
EFFECTIVE DATE.

WHEREAS, Ronald Dane Hatcher, is the record owner of Lot 46, The Hamlet Subdivision – 1st Addition, according to the Warranty Deed recorded in Official Records Book 7239, Page 2440 and 100, Public Records of Volusia County, Florida, and have applied for the vacation of a 2.5-foot wide portion of the 7.5-foot wide northerly side-yard and easterly rear-yard drainage and utility easements located at 632 Devon Street, in connection with the construction of an concrete parking area and carport structure; and

WHEREAS, the applicant has complied with the requirements of Section 177.101(4), Florida Statutes; and

WHEREAS, the City Council of the City of Port Orange has the power and authority to vacate publicly dedicated easements within the City limits under constitutional home rule powers and Chapters 166 and 177, Florida Statutes; and

WHEREAS, the City Council of the City of Port Orange has determined that the public's interest in that portion of the easements to be vacated is not required in its present location, and that it is in the best interest and welfare of the City of Port Orange and the citizens thereof to vacate and abandon that portion of the drainage and utility easements as more particularly described on the attached **Exhibit "A."**

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

Section 1. The interest of the public in the portion of the drainage and utility easements depicted and described on the attached Exhibit "A," is hereby declared to be vacated and abandoned, and any right, title and interest of the public in and to the attached easement hereby vacated are renounced and disclaimed. All other easements located within Lot 46, the Hamlet Subdivision – 1st Addition, not previously vacated shall remain in full force and effect.

Section 2. By accepting this vacation of the drainage and utility easements, the Property Owner accept full and sole responsibility for any damage to any private improvements placed or constructed within the vacated area.

Section 3. This resolution shall become effective immediately upon recording of a certified copy of this resolution in the Public Records of Volusia County, Florida.

MAYOR ALLEN GREEN

ATTEST

Robin L. Fenwick, CMC, City Clerk

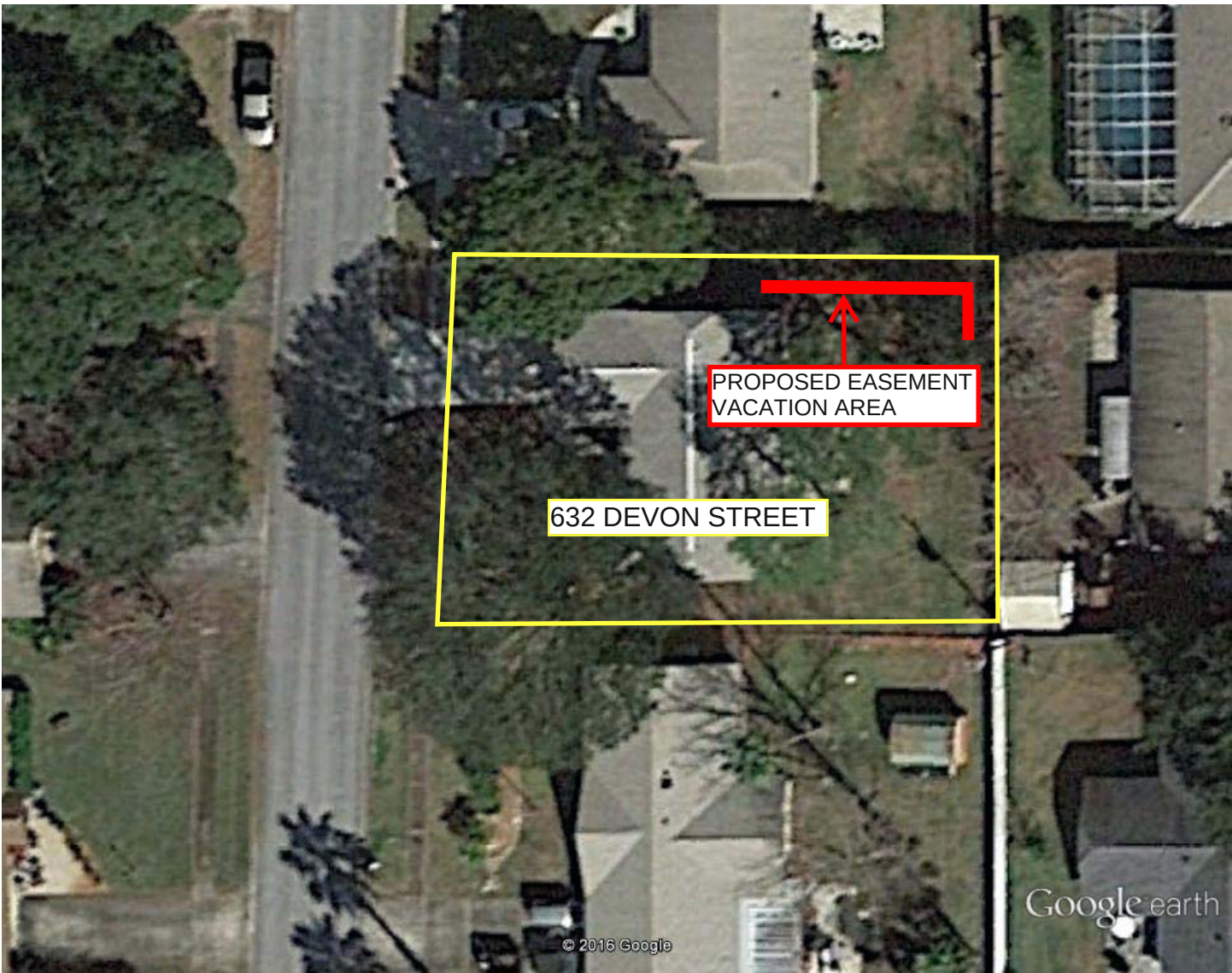
Adopted on the _____ day of _____, 2016

Reviewed and Approved: _____
Matthew J. Jones, Deputy City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

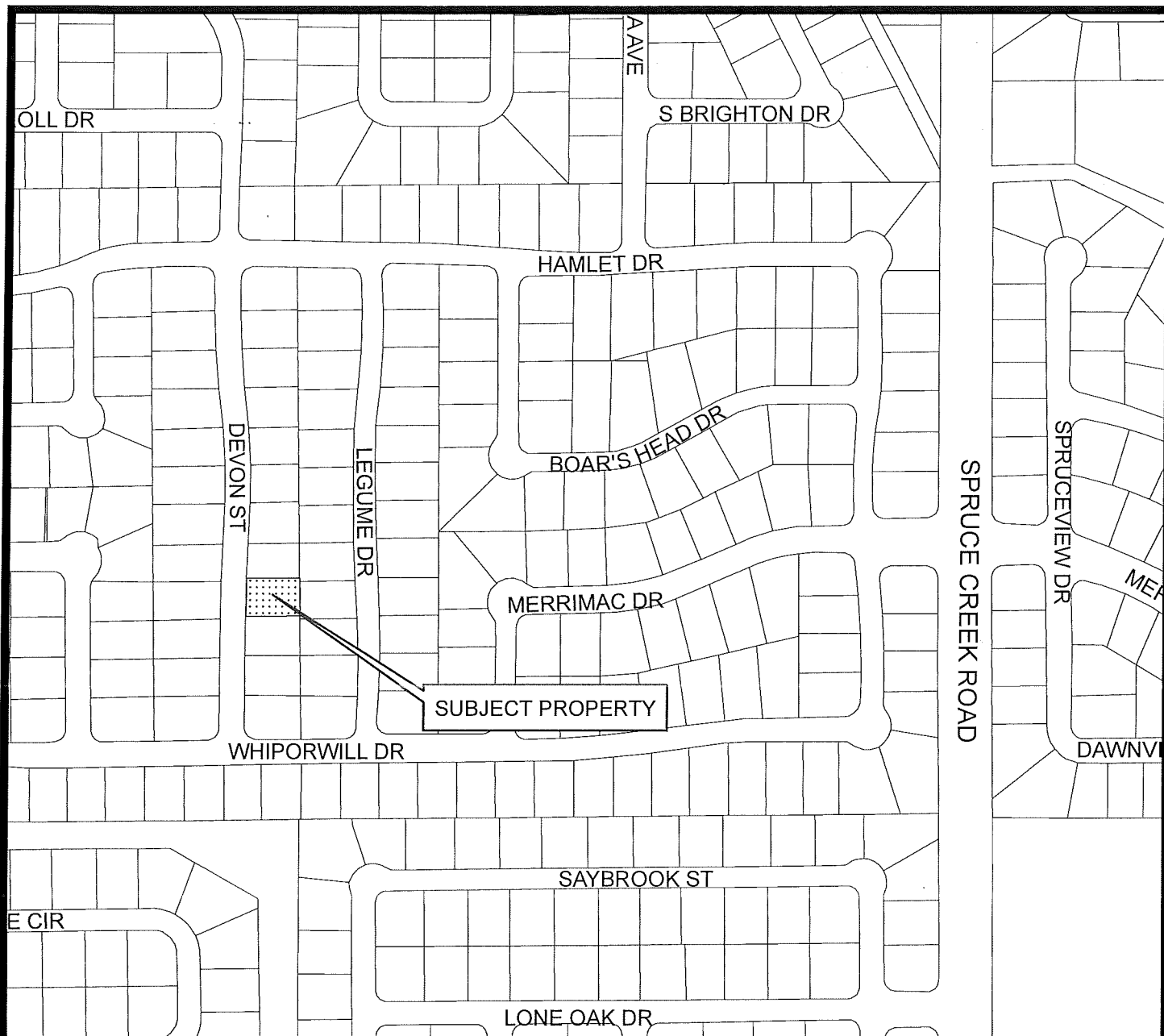
The southerly 2.50 feet of the northerly 7.50-foot wide Drainage and Utility Easement, except the easterly 5.00 feet and westerly 66.00 feet thereof, together with the westerly 2.50 feet of the easterly 7.50-foot wide Drainage and Utility Easement, except the northerly 5.00 feet and southerly 63.00 feet thereof, located on Lot 46, Hamlet Subdivision - 1st Addition, as per Map Book 35, Pages 99 and 100, Public Records of Volusia County, Florida.



Google earth

feet
meters





Case No.: 16-35000001

Applicant: Ron Hatcher, property owner

Location: Lot 46, Hamlet Subdivision -
1st Addition (632 Devon Street)

Requested Action: To vacate a portion
of the side and rear
yard Drainage and
Utility Easements
located on Lot 46,
Hamlet Subdivision -
1st Addition



Location Map

CITY OF PORT ORANGE
DEPARTMENT OF COMMUNITY DEVELOPMENT

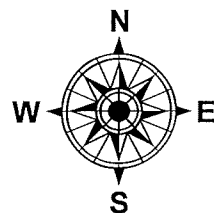
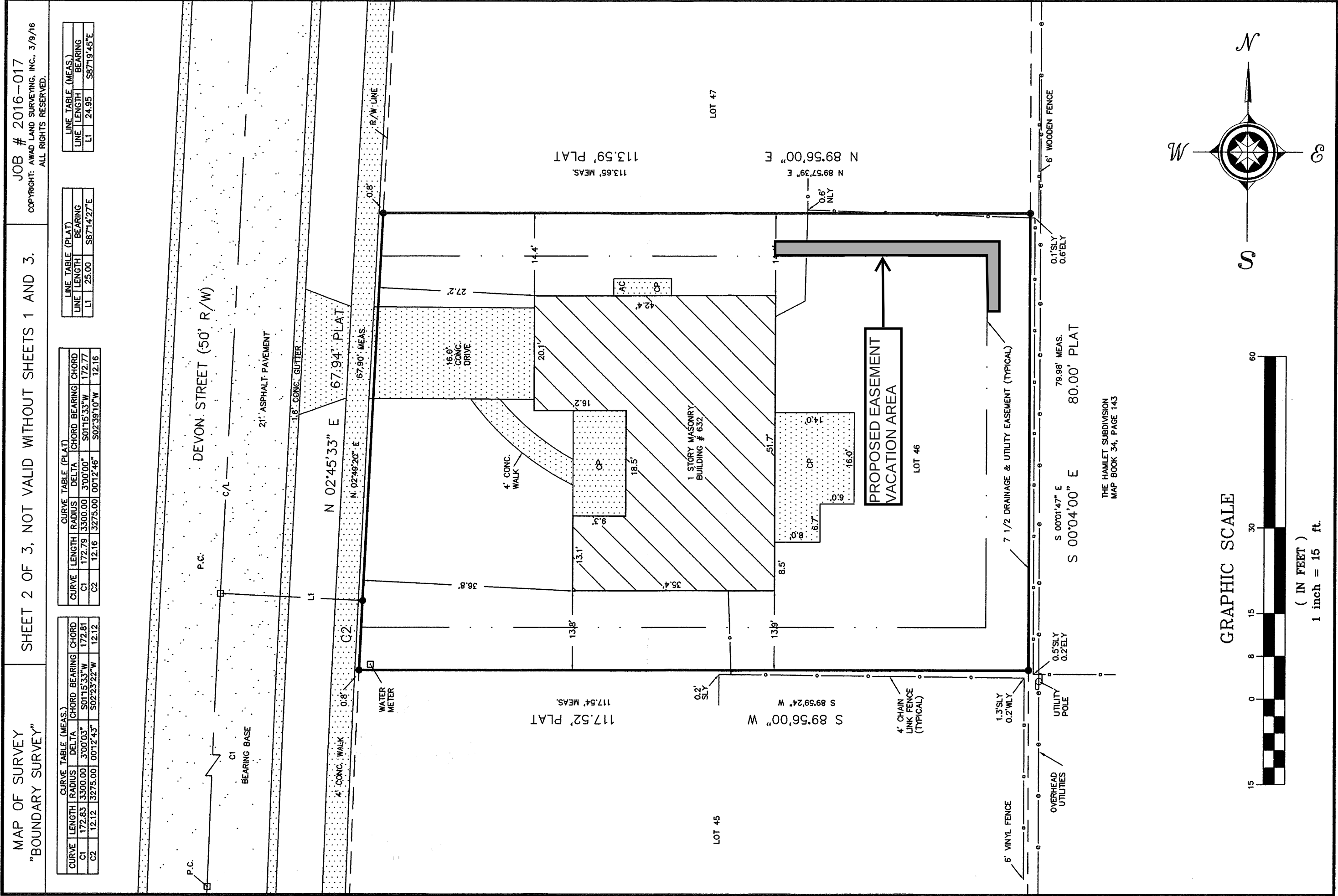


EXHIBIT "B"



GRAPHIC SCALE
(IN FEET)
1 inch = 15 ft.

THE HAMLET SUBDIVISION
MAP BOOK 34, PAGE 143



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 07/19/2016

Consent item: Yes

SUBJECT: Resolution No. 16-37 - 2015 Edward Byrne Memorial Justice Assistance Grant (JAG) Program

DEPARTMENT: Police Services

GOAL: N/A

OBJECTIVE: N/A

RECOMMENDED MOTION: Move to approve Resolution No. 16-37 accepting grant funds from the Florida Department of Law Enforcement in the amount of \$7,315.00 to purchase handgun lights.

SUMMARY: The Port Orange Police Department is requesting approval to accept grant funds from the Florida Department of Law Enforcement 2015 Edward Byrne Memorial Justice Assistance Grant in the amount of \$7,315.00. These funds will be used to purchase handgun lights.

Project No.: Funding Account No.: 001-0000-331.20-05
001-3200-521-49-20

ATTACHMENTS:

1.	Reso. No. 16-37	Reso. No. 16-37.pdf
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Debbie Grabowski
Thomas Grimaldi
Kent Donahue
Tracey Riehm
Margaret Roberts
M. Jake Johansson

Created/Initiated - 06/14/2016
Approved - 06/16/2016
Approved - 06/16/2016
Approved - 06/28/2016
Approved - 07/14/2016
Final Approval - 07/14/2016

RESOLUTION NO. 16-37

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORT ORANGE, VOLUSIA COUNTY, FLORIDA,
AUTHORIZING THE MAYOR AND CITY COUNCIL TO
ACCEPT FINANCIAL GRANT ASSISTANCE FROM THE
FLORIDA DEPARTMENT OF LAW ENFORCEMENT'S
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE
GRANT PROGRAM; 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 a Florida Department of Law Enforcement (FDLE) 2015 Edward Byrne Memorial Justice Assistance Grant for criminal justice programs; and

WHEREAS, the Port Orange Police Department proposes to utilize the grant funds to purchase handgun lights; and

WHEREAS, the City Council of the City of Port Orange desires to accept the financial grant assistance from FDLE.

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

Section 1. The Mayor and the City Clerk of the City of Port Orange are hereby authorized to execute agreements or contracts necessary to implement this Resolution.

Section 2. The City Council of the City of Port Orange hereby accepts the FDLE 2015 Edward Byrne Memorial Justice Assistance Grant in the amount of \$7,315.00.

Section 3. This Resolution shall become effective immediately upon adoption.

MAYOR ALLEN GREEN

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Adopted on the _____ day of _____, 2016

Reviewed and Approved: _____
Matthew J. Jones, Deputy City Attorney



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 07/19/2016

Consent item: Yes

SUBJECT: Proposed License Agreement – Sawgrass Point PUD

DEPARTMENT: Community Development

GOAL: 2 - Quality of Life

OBJECTIVE: N/A

RECOMMENDED MOTION: Move to authorize the Mayor and City Clerk to act on behalf of the City to execute a License Agreement for the Sawgrass Point PUD.

SUMMARY: Staff has received a right-of-way License Agreement application for the Sawgrass Point PUD. Karen Koch, agent for the Sawgrass Point Homeowners Association, has made this application in connection with a proposal to replace privately maintained street lights in the development and to incorporate other improvements in public rights-of-way that were allowed to be constructed per the Sawgrass Point PUD Agreement. A building permit application has been submitted for the proposed street light replacement.

When the three Sawgrass Point PUD subdivision phases were approved and constructed between 1994 and 1997, privately maintained decorative streetlights were allowed to be placed throughout the development. Entry features including decorative paving, landscaping, irrigation, accent lighting, and a fountain/planter structure were also allowed to be constructed at the two development entrances along Williamson Boulevard. These improvements were originally listed in the approved PUD Agreement. A license agreement or use agreement was never recorded. It has been recommended that the privately maintained streetlights and other privately maintained improvements in the public rights-of-way be addressed in a license agreement for the protection of the City.

The applicant has been advised of applicable requirements and the License Agreement review process. The license agreement has the effect of requiring the homeowners association to maintain and if necessary, replace these improvements per the accepted standard construction requirements of the City. Further, should the homeowners association fail to abide by this requirement, it provides the City with the ability to take necessary corrective actions at the expense of the homeowners association. City liability concerns are addressed by an indemnity statement in the License Agreement document. The homeowners association executed the original License Agreement document prior to the City Council meeting.

The License Agreement application has been reviewed for completeness and accuracy. City staff has reviewed the application and the area has been inspected with respect to

City Codes and possible effects to adjacent properties resulting in one concern. New streetlights and accent lighting shall not be installed any closer than four feet from roadway curbing. That concern will be addressed through the building permit issuance and inspection process.

Project Funding Account
No.: No.:

ATTACHMENTS:

1.	License Agreement	License Agreement - Sawgrass Point.pdf
2.	south entry aerial	sawgrasssentry.pdf
3.	north entry aerial	sawgrassnentry.pdf
4.	location map	sawgrasslocation.pdf
5.	legal description	sawgrasslegal.pdf
6.	application letter	application letter.pdf
7.	street light exhibits	street light exhibits.pdf
8.	south entry landscape	phase1entry asbuilt.PDF
9.	north entry landscape	phase2entry asbuilt.PDF
10.	current and proposed entry medians irrigation and lighting	current and proposed entrymedian irrigation andlighting.pdf

Chip Glor
Wayne Clark
Margaret Roberts
M. Jake Johansson

Created/Initiated - 06/21/2016
Approved - 06/21/2016
Approved - 07/14/2016
Final Approval - 07/14/2016

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

This Document Prepared by:

Margaret T. Roberts
City Attorney
1000 City Center Circle
Port Orange, FL 32129

This Space Reserved for Recording Data

LICENSE AGREEMENT

THIS **LICENSE AGREEMENT** is made and entered into this ____ day of _____, 2016, by and between the City of Port Orange, Florida, a chartered municipal corporation ("City"), 1000 City Center Circle, Port Orange, FL 32129, ("Licensor"); Homeowner Association for Sawgrass Point, Inc., whose mailing address is P.O. Box 291282, Port Orange, FL 32129, ("Licensee").

PREMISES

WHEREAS, the City Council of the City of Port Orange has adopted Resolution No. 95-64, which establishes City policy regarding improvements within City rights-of-way by private citizens, homeowners associations, and developers; and

WHEREAS, the City and the Licensee have agreed on an improvement plan and specifications, as described on **Exhibit "A,"** attached hereto and incorporated herein by reference; and

WHEREAS, the Licensee hereby warrants to the City that the Licensee has full power and authority to enter into this Agreement, and that the Licensee agrees to be bound by the terms and conditions hereof is in compliance with and shall remain in compliance with any declaration of covenants and restrictions, as may exist and as may be amended from time to time; and

WHEREAS, the Licensee is the owner of real property located in the Sawgrass Point P.U.D., subdivision Phase I, recorded in Plat Book 44, Pages 191 and 192, Phase II, recorded in Plat Book 45, Pages 107 and 108, and Phase III, recorded in Plat Book 46, Pages 33 and 34, Public Records of Volusia County, Florida, hereinafter the "Subject Property", described on **Exhibit "B;"** and

WHEREAS, the Licensee hereby acknowledges that the City public utilities are located within the right-of-way, including but not limited to locations beneath the proposed Improvements.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree as follows:

1. The City hereby grants to the Licensee a license to enter upon and to utilize the right-of-way known as Sawgrass Point Drive, Marley Drive, Cordgrass Way and Shady Creek Lane located and situated in Port Orange, Volusia County, Florida, adjacent to the Subject Property, as depicted on **Exhibit "B"** for the purpose of placing decorative pavement, landscaping, irrigation, accent lighting, and a fountain/planter structure adjoining the Subject Property (hereinafter "Improvements") approved by the City as depicted on **Exhibit "A."**

2. All improvements, uses and activities shall comply with the policies established in Resolution No. 95-64 and with the terms and conditions of this License Agreement and exhibits hereto.

3. The Licensee jointly and severally assumes all responsibility for the maintenance and, if necessary, replacement of all Improvements depicted on **Exhibit "A."**

4. The Licensee agrees, upon thirty (30) days written notice from the City, to maintain, repair or replace all Improvements which require maintenance, repair or replacement. If no remedy is made within the specified time, the City reserves the right to remove all Improvements without further notice to the Licensee and at the sole cost and expense of the Licensee.

5. The City reserves the right to request removal of the Improvements depicted on **Exhibit "A"** in the event that the City needs to utilize the property for City purposes, such as road, bike path, public utility installation or maintenance, drainage improvement or other public uses. The City shall endeavor to give at least thirty (30) days prior notice to the Licensee. If the Improvements are not removed within the time specified by the City or in cases where emergency work by the City becomes necessary the City may remove or cause to be removed the Improvements without any liability to the City or obligation to replace same upon completion of the City project. The Licensee may replace the Improvements after the City repair or maintenance; and the Licensee shall be responsible for any and all expenses of the replacement of Improvements.

6. The Licensee agrees that no improvements shall be made or altered in the right-of-way except as depicted on **Exhibit "A"** or subsequently approved amendments thereto. However, the Improvements may be maintained, repaired, replaced and removed.

7. The License granted by this License Agreement shall be effective during the period from the date of execution by both parties until terminated in accordance with the provisions specified herein.

8. Any party may terminate this License Agreement upon giving thirty (30) days prior written notice to the other party, after which time this License Agreement shall be of no force and effect. Upon termination by any party, the City shall have the option of requiring all Improvements to be removed or abandoned in place by the Licensee or maintained in their present state by the City and without further right or obligation by the Licensee. If the Licensee terminates this Agreement or otherwise fails to remain in good standing and in compliance with this Agreement, the City may maintain and repair the Improvements and the City shall not be obligated to either maintain or repair the Improvements and the City shall not be liable for either undertaking or failing to maintain or repair the Improvements. All costs and expenses of the City resulting from maintenance or repair of the Improvements, including administrative expenses, attorney's fees and costs, and expenses incurred in establishing and operating a

special district, shall be chargeable to and assessed by the City jointly and severally against all lots located within the development, subdivision or project located within the property described in **Exhibit "B."** The City shall have the right to enforce collection of assessments for such costs and expenses by a lien jointly and severally against the lots, which lien shall include interest at the then highest lawful rate of interest and attorneys' fees and costs for collection thereof. The City shall have the right to establish a special district and to utilize any methods or procedures provided by law or ordinance for imposition and collection of the assessments described herein.

9. This License is given to the Licensee as an accommodation to the Licensee without any consideration. The Licensee acknowledges the legal title of the City to the right-of-way property described herein and agrees never to deny such title or to claim title in the Licensee's name.

10. The License is personal to the Licensee and shall not inure to the successors or assigns of the Licensee. The rights, privileges and permission granted herein shall not be assignable by the Licensee in whole or in part. Upon the sale or transfer by the Licensee of title to the real property adjoining the right-of-way upon which the Improvements are located, the City shall have the immediate right to remove the improvements for which this license is granted; subject, however, to application made by the successor property owner for and due diligence in obtaining approval by the City of a new license agreement for the existing Improvements to remain in the right-of-way.

11. The Licensee shall exercise the rights, privileges and permission granted herein at the Licensee's own risk. Licensee shall make monthly inspections of the paver surface within the right-of-way, including the driveway apron and sidewalk areas; and shall immediately repair any deviation in the surface. The Licensee shall not claim any damages from the City for any injuries or damages in connection with or on account of the exercise of such rights, privileges or permission, the condition of the City's property, or the use of the property. Licensee agrees to maintain homeowner's general liability insurance including contractual liability and having a minimum coverage of **One Million Dollars (\$1,000,000.00)**. Licensee shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured within ten (10) business days after City Council's approval of this License Agreement. The certificate of insurance shall be provided to the Community Development Department, Engineering Division and shall thereafter be submitted annually by the Licensee each year the license remains in effect. Failure to maintain the required insurance or provide proof thereof may result in the immediate termination of this License Agreement. In the event that the Licensee allows the required general liability insurance to elapse or expire, the City may remove all Improvements after thirty (30) days prior written notice to Licensee that the insurance had elapsed or expired. Further, the Licensee shall indemnify and hold harmless the City, its officers, employees and agents, from and against all claims, damages, losses and expenses, attorneys' fees and costs, arising out of, resulting from, or in any way connected with the condition of the City's property, the use of the property by Licensee, his invitees and members of the public, the exercise of the license granted by this License Agreement, the failure on the part of the Licensee to comply with any of the provisions specified herein, or the City's removal of any Improvements depicted in **Exhibit "A"** or otherwise permitted by this License Agreement. The City shall not be liable to the Licensee if for any reason the Licensee's use of the Subject Property is hindered or disturbed.

12. All notices required to be given by any party shall be in writing, addressed to all other parties, and delivered by certified mail, telegram or in person to: City Manager, City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, for the City; and Homeowner Association for Sawgrass Point, Inc., P.O. Box 291828, Port Orange, FL 32129 for the Licensee, or as otherwise designated in writing to all respective parties.

13. This Agreement shall be recorded in the Public Records of Volusia County, Florida. Upon execution of this Agreement, the Licensee agrees to pay the City an amount equal to the applicable cost of recording this Agreement in the Public Records of Volusia County, Florida.

14. This License Agreement constitutes the entire agreement between the parties. There are no further or other agreements or understandings, written or oral, in effect between the parties, relating to the subject matter hereof. This License Agreement may be amended or modified only by an instrument of equal formality signed by the respective parties.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement on the respective dates below.

WITNESSES:

LICENSOR:

Printed Name:_____

CITY OF PORT ORANGE, FLORIDA
a chartered municipal corporation

Printed Name:_____

By:_____
Allen Green, Mayor

Printed Name:_____

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

Printed Name:_____

(SEAL)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Allen Green, as Mayor of the City of Port Orange, Florida, who acknowledged that he is duly authorized to execute the foregoing LICENSE AGREEMENT on behalf of the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, and who ☐ is personally known to me, or ☐ has produced _____ as identification.

Notary Public, State of Florida at Large
Printed name, commission and expiration:

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Robin L. Fenwick, as the City Clerk of the City of Port Orange, Florida, who acknowledged that she is duly authorized to execute the foregoing LICENSE AGREEMENT on behalf of the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, and who ☐ is personally known to me, or ☐ has produced _____ as identification.

Notary Public, State of Florida at Large
Printed name, commission and expiration:

WITNESSES:

LICENSEE:

Printed Name: _____

Homeowner Association for Sawgrass
Point, Inc.

Printed Name: _____

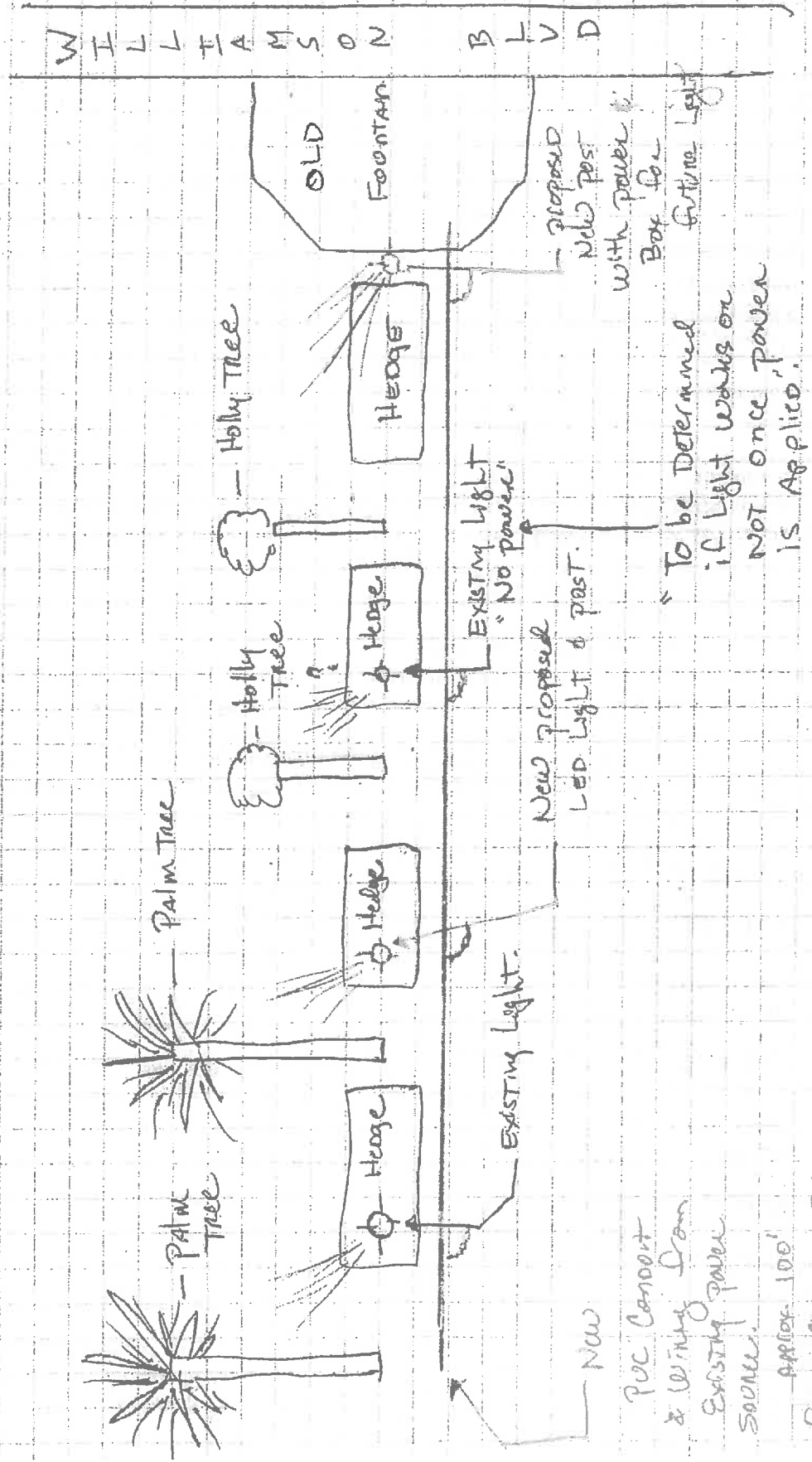
STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____, who is authorized to execute the foregoing LICENSE AGREEMENT, and who ☐ is personally known to me, or ☐ has produced _____ as identification.

Notary Public, State of Florida at Large
Printed name, commission and expiration:

EXHIBIT "A"

Sauvages Point. So. Entrance 5/27/15
[Signature]



3-8-14.

James H. Gibbs Jr.

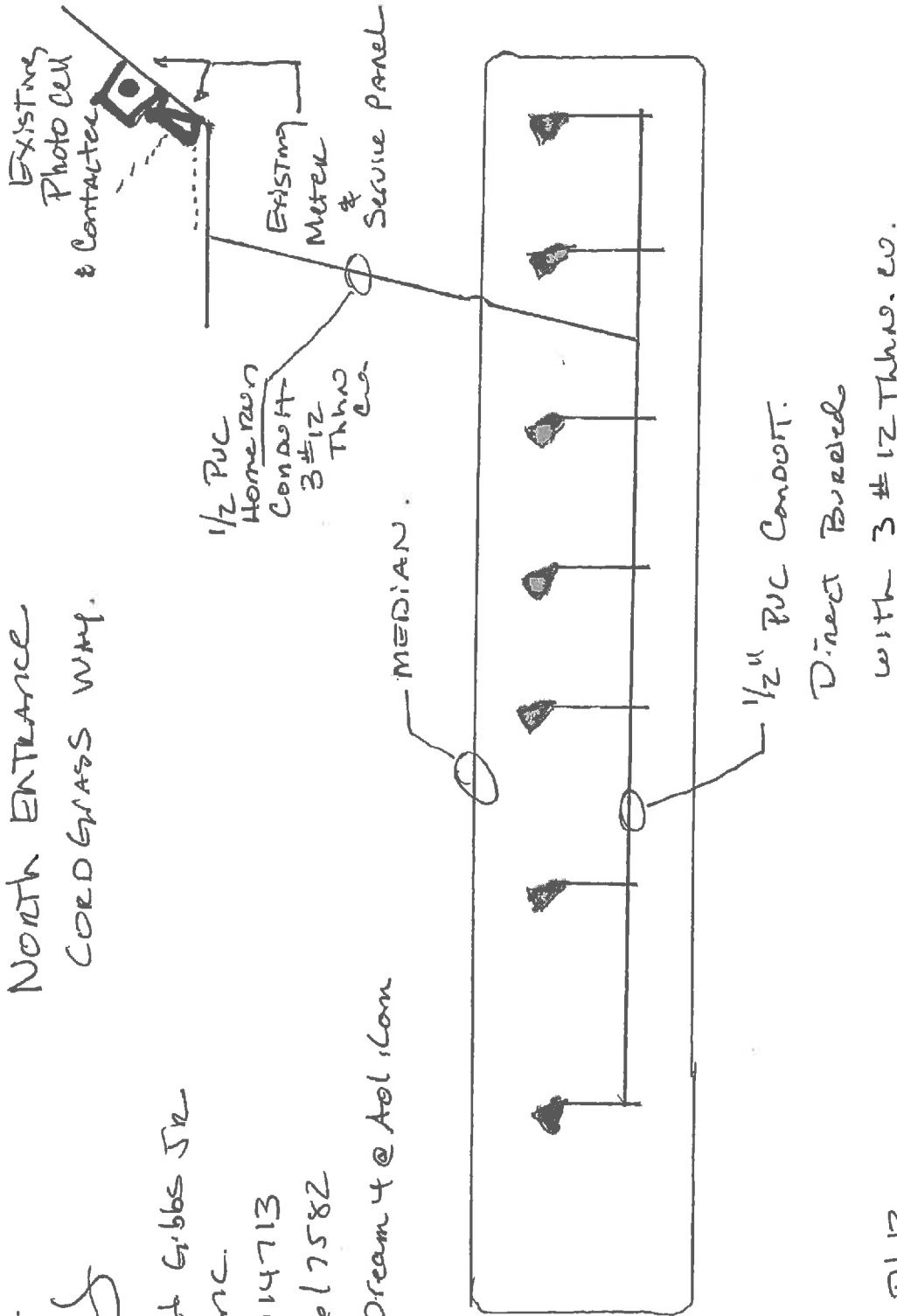
JAMES H. GIBBS JR.
CEI INC.

ER 13014713

386/316/7582

Think Dream 4 @ AOL.com

NORTH ENTRANCE
CORD GRASS WAY.



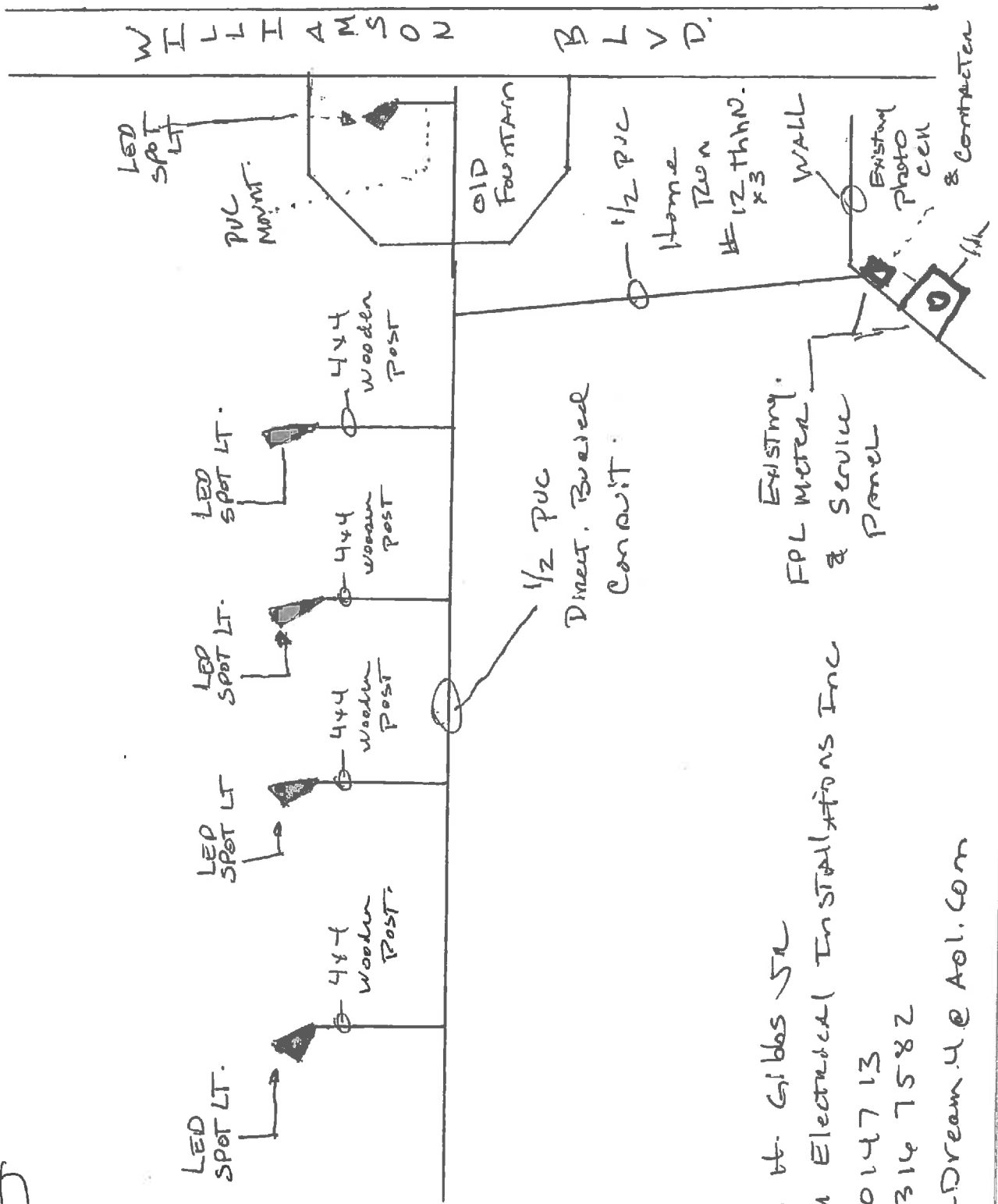
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EXHIBIT "A"

South Entrance
SAWGRASS POINT DR.

3-8-16

James H. Gibbs Jr.



JAMES H. GIBBS JR.
CUSTOM ELECTRICAL INSTALLATIONS INC
EX 13014713
386 314 7582
ThinkDream4@aol.com

SCALE 1"=10'-0"

SCALE 1"=10'-0"



NOTE: THIS WORK IS FOR PLATING PURPOSES ONLY. DETAILS FOR SITE UTILITIES, DECORATIVE TREATMENT, WALL DESIGNING ETC ARE AND COORDINATING WITH THE SUBMITTER.

AIRPORT ROAD

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night

ROOT CUTS ARE TO BE MADE
CLEANLY WITH A SHARP FOOT
PRUNING TOOL (SUCH AS A COSE
OR VERMOREL FOOT PRUNER)

—*செய்யு.* *செய்யு.*

WYICETV, Inc.

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— Every day.

CONCRETE WALK ADJACENT TO SPECIMEN TREES

0-124 57808

SA#	ST	Latin Name	Common Name	Characteristics
1	Tree			

HT	Plant from this locality	Loc.	1956
40	<i>Quercus virginiana</i>	Live Oak	23 Oct. (1 st Cal. 1 st Cal. 2 nd Cal. 3 rd Cal. 4 th Cal. 5 th Cal. 6 th Cal. 7 th Cal. 8 th Cal. 9 th Cal. 10 th Cal. 11 th Cal. 12 th Cal. 13 th Cal. 14 th Cal. 15 th Cal. 16 th Cal. 17 th Cal. 18 th Cal. 19 th Cal. 20 th Cal. 21 th Cal. 22 th Cal. 23 th Cal. 24 th Cal. 25 th Cal. 26 th Cal. 27 th Cal. 28 th Cal. 29 th Cal. 30 th Cal. 31 st Cal. 32 nd Cal. 33 rd Cal. 34 th Cal. 35 th Cal. 36 th Cal. 37 th Cal. 38 th Cal. 39 th Cal. 40 th Cal. 41 st Cal. 42 nd Cal. 43 rd Cal. 44 th Cal. 45 th Cal. 46 th Cal. 47 th Cal. 48 th Cal. 49 th Cal. 50 th Cal. 51 st Cal. 52 nd Cal. 53 rd Cal. 54 th Cal. 55 th Cal. 56 th Cal. 57 th Cal. 58 th Cal. 59 th Cal. 60 th Cal. 61 st Cal. 62 nd Cal. 63 rd Cal. 64 th Cal. 65 th Cal. 66 th Cal. 67 th Cal. 68 th Cal. 69 th Cal. 70 th Cal. 71 st Cal. 72 nd Cal. 73 rd Cal. 74 th Cal. 75 th Cal. 76 th Cal. 77 th Cal. 78 th Cal. 79 th Cal. 80 th Cal. 81 st Cal. 82 nd Cal. 83 rd Cal. 84 th Cal. 85 th Cal. 86 th Cal. 87 th Cal. 88 th Cal. 89 th Cal. 90 th Cal. 91 st Cal. 92 nd Cal. 93 rd Cal. 94 th Cal. 95 th Cal. 96 th Cal. 97 th Cal. 98 th Cal. 99 th Cal. 100 th Cal. 101 st Cal. 102 nd Cal. 103 rd Cal. 104 th Cal. 105 th Cal. 106 th Cal. 107 th Cal. 108 th Cal. 109 th Cal. 110 th Cal. 111 st Cal. 112 nd Cal. 113 rd Cal. 114 th Cal. 115 th Cal. 116 th Cal. 117 th Cal. 118 th Cal. 119 th Cal. 120 th Cal. 121 st Cal. 122 nd Cal. 123 rd Cal. 124 th Cal. 125 th Cal. 126 th Cal. 127 th Cal. 128 th Cal. 129 th Cal. 130 th Cal. 131 st Cal. 132 nd Cal. 133 rd Cal. 134 th Cal. 135 th Cal. 136 th Cal. 137 th Cal. 138 th Cal. 139 th Cal. 140 th Cal. 141 st Cal. 142 nd Cal. 143 rd Cal. 144 th Cal. 145 th Cal. 146 th Cal. 147 th Cal. 148 th Cal. 149 th Cal. 150 th Cal. 151 st Cal. 152 nd Cal. 153 rd Cal. 154 th Cal. 155 th Cal. 156 th Cal. 157 th Cal. 158 th Cal. 159 th Cal. 160 th Cal. 161 st Cal. 162 nd Cal. 163 rd Cal. 164 th Cal. 165 th Cal. 166 th Cal. 167 th Cal. 168 th Cal. 169 th Cal. 170 th Cal. 171 st Cal. 172 nd Cal. 173 rd Cal. 174 th Cal. 175 th Cal. 176 th Cal. 177 th Cal. 178 th Cal. 179 th Cal. 180 th Cal. 181 st Cal. 182 nd Cal. 183 rd Cal. 184 th Cal. 185 th Cal. 186 th Cal. 187 th Cal. 188 th Cal. 189 th Cal. 190 th Cal. 191 st Cal. 192 nd Cal. 193 rd Cal. 194 th Cal. 195 th Cal. 196 th Cal. 197 th Cal. 198 th Cal. 199 th Cal. 200 th Cal. 201 st Cal. 202 nd Cal. 203 rd Cal. 204 th Cal. 205 th Cal. 206 th Cal. 207 th Cal. 208 th Cal. 209 th Cal. 210 th Cal. 211 st Cal. 212 nd Cal. 213 rd Cal. 214 th Cal. 215 th Cal. 216 th Cal. 217 th Cal. 218 th Cal. 219 th Cal. 220 th Cal. 221 st Cal. 222 nd Cal. 223 rd Cal. 224 th Cal. 225 th Cal. 226 th Cal. 227 th Cal. 228 th Cal. 229 th Cal. 230 th Cal. 231 st Cal. 232 nd Cal. 233 rd Cal. 234 th Cal. 235 th Cal. 236 th Cal. 237 th Cal. 238 th Cal. 239 th Cal. 240 th Cal. 241 st Cal. 242 nd Cal. 243 rd Cal. 244 th Cal. 245 th Cal. 246 th Cal. 247 th Cal. 248 th Cal. 249 th Cal. 250 th Cal. 251 st Cal. 252 nd Cal. 253 rd Cal. 254 th Cal. 255 th Cal. 256 th Cal. 257 th Cal. 258 th Cal. 259 th Cal. 260 th Cal. 261 st Cal. 262 nd Cal. 263 rd Cal. 264 th Cal. 265 th Cal. 266 th Cal. 267 th Cal. 268 th Cal. 269 th Cal. 270 th Cal. 271 st Cal. 272 nd Cal. 273 rd Cal. 274 th Cal. 275 th Cal. 276 th Cal. 277 th Cal. 278 th Cal. 279 th Cal. 280 th Cal. 281 st Cal. 282 nd Cal. 283 rd Cal. 284 th Cal. 285 th Cal. 286 th Cal. 287 th Cal. 288 th Cal. 289 th Cal. 290 th Cal. 291 st Cal. 292 nd Cal. 293 rd Cal. 294 th Cal. 295 th Cal. 296 th Cal. 297 th Cal. 298 th Cal. 299 th Cal. 300 th Cal. 301 st Cal. 302 nd Cal. 303 rd Cal. 304 th Cal. 305 th Cal. 306 th Cal. 307 th Cal. 308 th Cal. 309 th Cal. 310 th Cal. 311 st Cal. 312 nd Cal. 313 rd Cal. 314 th Cal. 315 th Cal.

11	11	AD	AD	Male	30
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15	11	AD	AD	Male	30
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100	11	AD	AD	Male	30

111	2A1080				
350	1	6500 PPM			
4	4	WASHINGTON FEDERAL	WASHINGTON	7 381	CT 8-10 MI
			84.100		

19	Ground Cover	Vegetation	Soil
1	246	Liriodendron muscari	Liriodendron muscari
	2	Common Grounds	Common Grounds
21	20	Common Grounds	Common Grounds
41	110	Common Grounds	Common Grounds
42	24	Common Grounds	Common Grounds
43	24	Common Grounds	Common Grounds
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99	24	Common Grounds	Common Grounds
100	24	Common Grounds	Common Grounds

[illegible]

Abstract:

ALL MOUNTED/RODDED AGENTS WILL BE IDENTIFIED WITH A FULL AUTOMATIC SPRINKLER. SYSTEM INSTALLED WITH THE MOUNTING; PROVIDING 100% COVERAGE TO ALL

12. THE OWNER, BUILDER, OR LABORING ARCHITECT, RESERVE THE RIGHT TO MODIFY THIS DESIGN AS LONG AS THE DESIGN CRITERIA REMAINS UNCHANGED.
13. ALL THESE MATERIALS SHALL BE MANUFACTURED BY THE FOLLOWING:

AS-BUILT
ENTRY PLANTING PLAN &
DETAIL SHEET L-3

**SAWGRASS POINT
PORT ORANGE, FLORIDA**

VISCOMI & ASSOCIATES
PLANNERS/ LANDSCAPE ARCHITECTS
27 S ORCHARD ST., SUITE 8 CHICAGO ILL 60604
(804) 678-0108 DATE 7/1/94 SCALE 1/8"=1'-0"

AIRPORT ROAD
(WILLIAMSON BLVD)



151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466	467	468	469	470	471	472	473	474	475	476	477	478	479	480	481	482	483	484	485	486	487	488	489	490	491	492	493	494	495	496	497	498	499	500	501	502	503	504	505	506	507	508	509	510	511	512	513	514	515	516	517	518	519	520	521	522	523	524	525	526	527	528	529	530	531	532	533	534	535	536	537	538	539	540	541	542	543	544	545	546	547	548	549	550	551	552	553	554	555	556	557	558	559	560	561	562	563	564	565	566	567	568	569	570	571	572	573	574	575	576	577	578	579	580	581	582	583	584	585	586	587	588	589	590	591	592	593	594	595	596	597	598	599	600	601	602	603	604	605	606	607	608	609	610	611	612	613	614	615	616	617	618	619	620	621	622	623	624	625	626	627	628	629	630	631	632	633	634	635	636	637	638	639	640	641	642	643	644	645	646	647	648	649	650	651	652	653	654	655	656	657	658	659	660	661	662	663	664	665	666	667	668	669	670	671	672	673	674	675	676	677	678	679	680	681	682	683	684	685	686	687	688	689	690	691	692	693	694	695	696	697	698	699	700	701	702	703	704	705	706	707	708	709	710	711	712	713	714	715	716	717	718	719	720	721	722	723	724	725	726	727	728	729	730	731	732	733	734	735	736	737	738	739	740	741	742	743	744	745	746	747	748	749	750	751	752	753	754	755	756	757	758	759	760	761	762	763	764	765	766	767	768	769	770	771	772	773	774	775	776	777	778	779	780	781	782	783	784	785	786	787	788	789	790	791	792	793	794	795	796	797	798	799	800	801	802	803	804	805	806	807	808	809	810	811	812	813	814	815	816	817	818	819	820	821	822	823	824	825	826	827	828	829	830	831	832	833	834	835	836	837	838	839	840	841	842	843	844	845	846	847	848	849	850	851	852	853	854	855	856	857	858	859	860	861	862	863	864	865	866	867	868	869	870	871	872	873	874	875	876	877	878	879	880	881	882	883	884	885	886	887	888	889	890	891	892	893	894	895	896	897	898	899	900	901	902	903	904	905	906	907	908	909	910	911	912	913	914	915	916	917	918	919	920	921	922	923	924	925	926	927	928	929	930	931	932	933	934	935	936	937	938	939	940	941	942	943	944	945	946	947	948	949	950	951	952	953	954	955	956	957	958	959	960	961	962	963	964	965	966	967	968	969	970	971	972	973	974	975	976	977	978	979	980	981	982	983	984	985	986	987	988	989	990	991	992	993	994	995	996	997	998	999	1000

CALIPER OF TREES IS MEASURED AT DBH 14-17 IN. TREES

**SAVING THE MOUNT
PHASE II IN FRANCE
AS-BUILT**

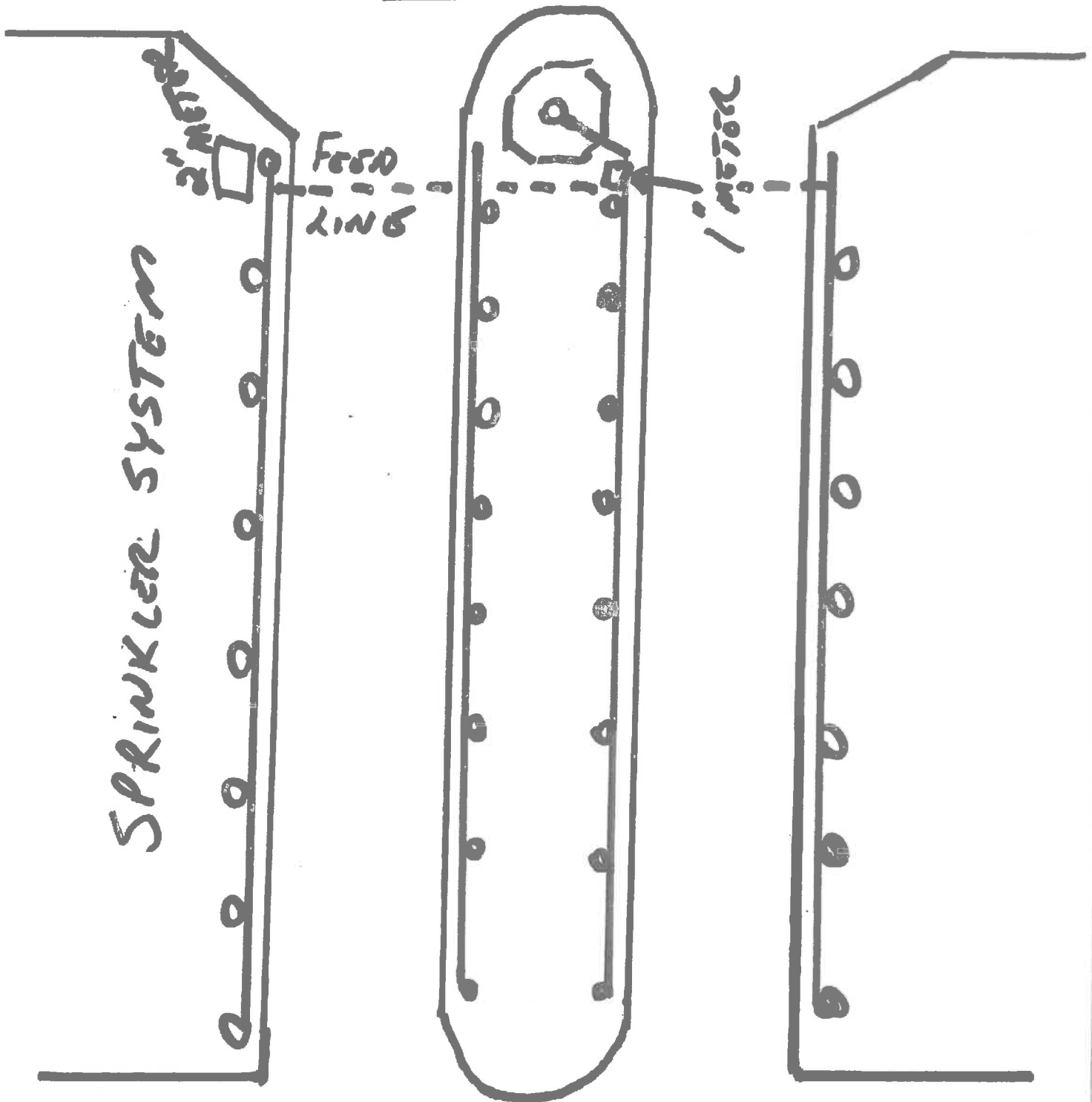
[illegible]

SEE ENT. LA-4 FOR LAM

7112

WILLIAMSON

SOUTH ENTRANCE



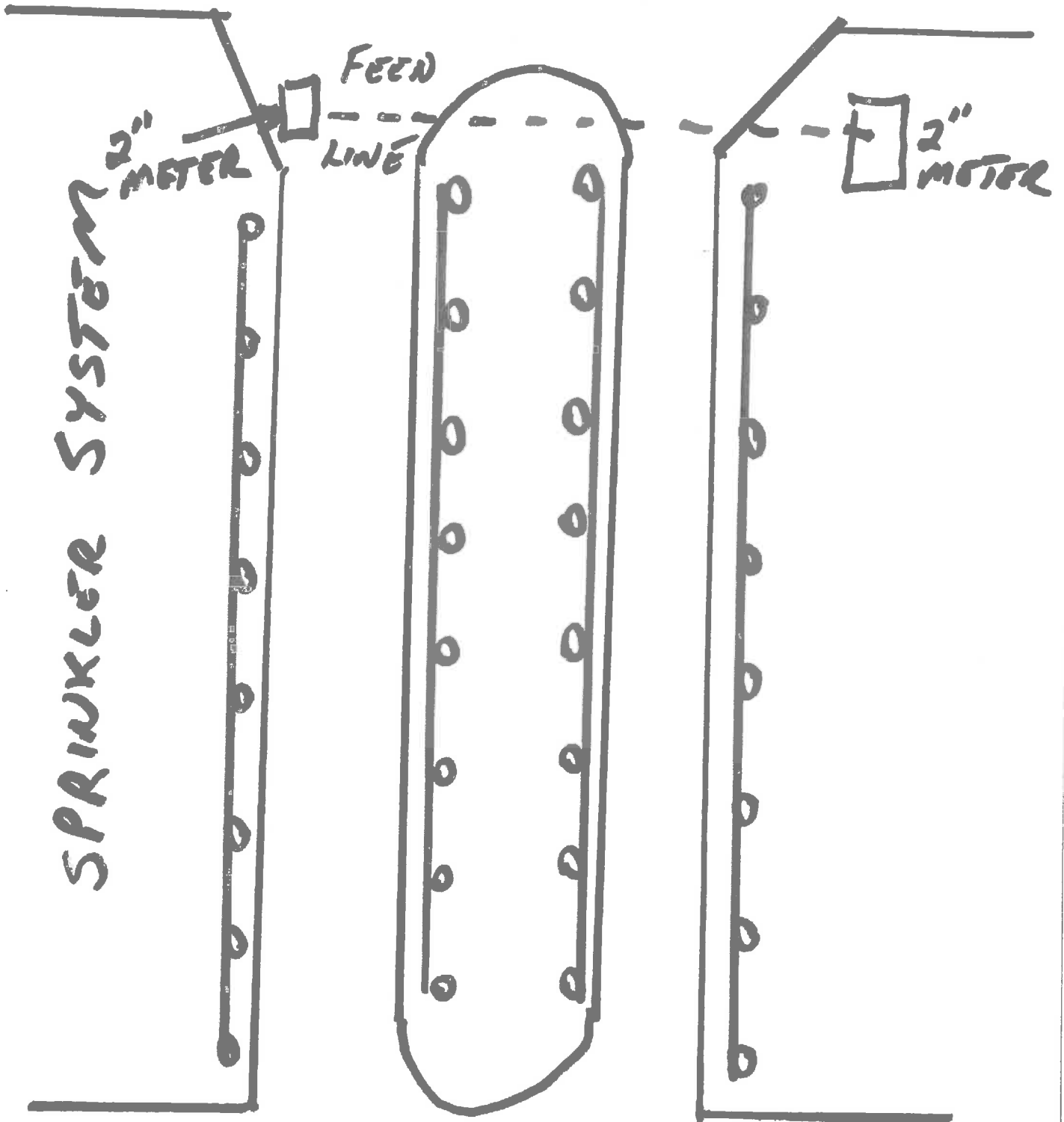
O - SPRAY HEADS

GENE SCARLON
2-17-16

EXHIBIT "A"

WILLIAMSON

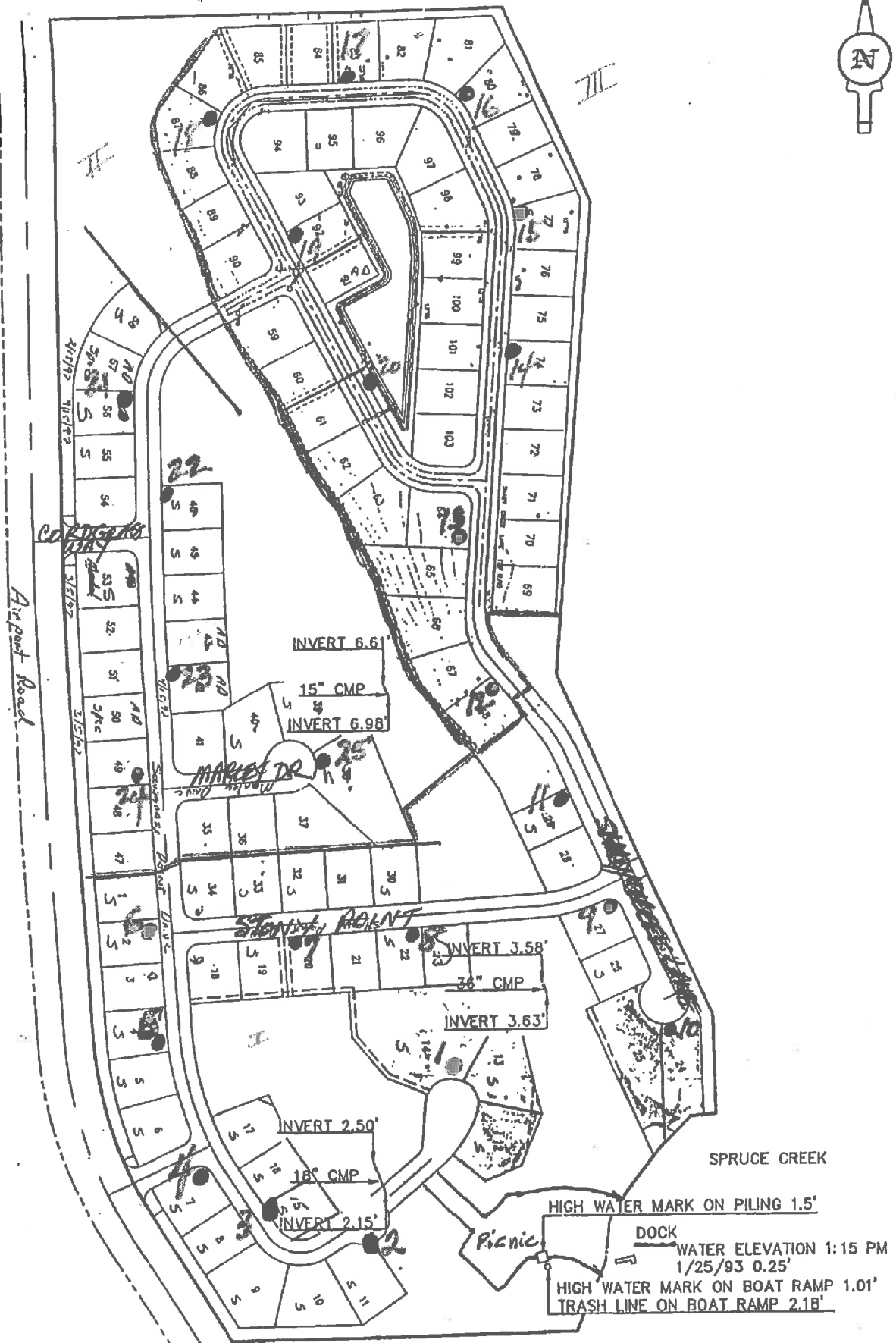
NORTH ENTRANCE



O - SPRAY HEADS

GENE SCANLON
3-17-16

EXHIBIT "A"



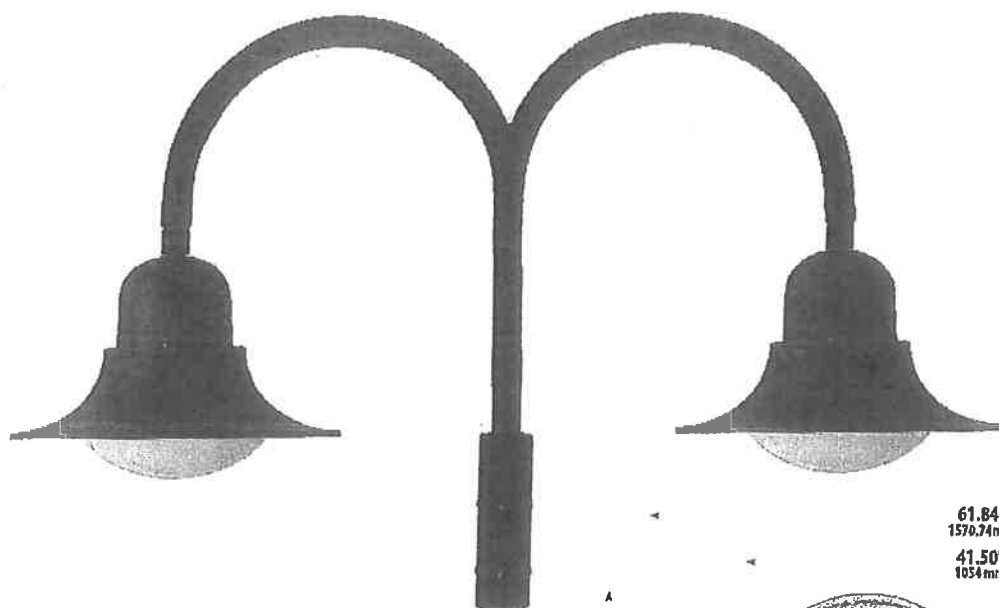
RE: PROPOSED SAWGRASS POINT P.U.D.

FOR: BERRIEN BECKS, SR.

EXHIBIT "A"

GM621

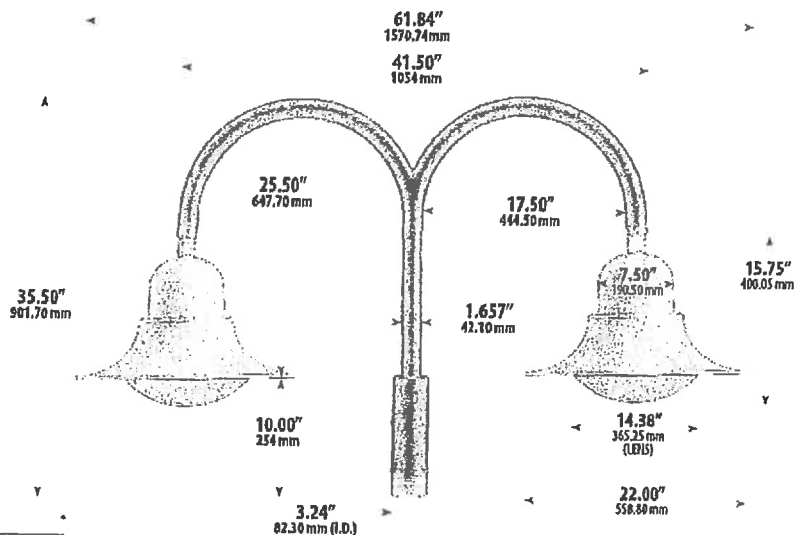
POST TOP FIXTURE - DOUBLE ARM



- ▶ **Material:** Powder Coated Cast Aluminum
- ▶ **Lens:** White Polycarbonate
- ▶ **Available Finish:** Black, Verde Green
- ▶ **ETL Approved**
- ▶ **EPA Rating:** 3

MODEL NUMBER	LAMP TYPE	ILLUMINANT TYPE	WATTS (W)	VOLTS (V)	LAMP(S) INCLUDED?
GM621	A-Type	Incandescent	2 x 100	120	NO
GM622	HID	HPS	2 x 35	120	YES
GM623	HID	HPS	2 x 50	120	YES
GM623-MT	HID	HPS	2 x 50	MT	YES
GM624	HID	HPS	2 x 70	120	YES
GM624-MT	HID	HPS	2 x 70	MT	YES
GM625	HID	MH	2 x 35	120	YES
GM626	HID	MH	2 x 50	120	YES
GM626-MT	HID	MH	2 x 50	MT	YES
GM627	HID	MH	2 x 70	120	YES
GM627-MT	HID	MH	2 x 70	MT	YES

*Direct Burial and Surface Mounted Poles and Bases Available (sold separately)



Overall Dimensions:
35.50"H x 61.84"W x 22.00"D

Weight (Head Only): 11.2 lbs. each
Weight (Arm Only): 14 lbs.
Box Dimensions: 1 box per head
17.75"H x 18.00"W x 18.00"D (Head Only)

DABMAR
LIGHTING

DABMAR LIGHTING INCORPORATED

2140 Eastman Ave . Oxnard, CA 93030 . 805.604.9090 . f: 805.604.9050 . www.dabmar.com

EXHIBIT "A"

HEAVY DUTY POLE

ALLIANCE COMPOSITES INC.

PO BOX 24

MCGAHEYSVILLE VA 22840

PURCHASE ORDER #

JOB NAME :

3" TENON

4" O.D.
TIP

12'

MOUNTING HEIGHT

15'

SHAFT LENGTH

POLE SPECIFICATIONS

FILAMENT WOUND SECTIONAL COMPOSITE SHAFT
CONSISTING OF CONTINUOUS FIBERGLASS ROVING
COMBINED WITH THERMOSETTING POLYESTER RESIN
WOUND IN LOW ANGLE HELICALS AND HIGH ANGLE
HOOPS PROVIDING FOR MAXIMUM RESISTANCE TO
DEFLECTION AND SHEAR. POLE FINISH IS A 10 TO 15
MIL THICK POLYESTER FINISHING RESIN

DIRECT BURIAL POLE ASTM 4923 CLASS 1 (POLE TOP
DEFLECTION SHALL NOT EXCEED 15% OF THE ABOVE
HEIGHT @MAX WIND LOADING AND MAX FIXTURE
WEIGHT) DESIGN CRITERIA PER FBC 2010 ASCE 7-10 AND
ANSI C136.20-1990 WITH A MIN SAFETY FACTOR
OF 2.0.

HANDHOLE
INSIDE BASE

18" TALL WASHINGTON BASE

3'
EMBEDMENT

CABLE ENTRY
@ 24"

SUBMITTAL DRAWING

- | | |
|--|---|
| ☐ APPROVED | ☐ NATURAL |
| ☐ APPROVED AS NOTED | ☒ BLACK |
| ☐ DISAPPROVED | |

CATALOG NUMBER : DH15AHDN3-WAS

- | |
|--|
| ☐ MAXIMUM FIXTURE EPA = 5.1 |
| ☐ MAXIMUM WIND VELOCITY = 130 MPH
FBC 2014 |

2-18-16

LED-8039E Post Top / Bollard / Wall Pack**LED** for **HID**
RETROFIT

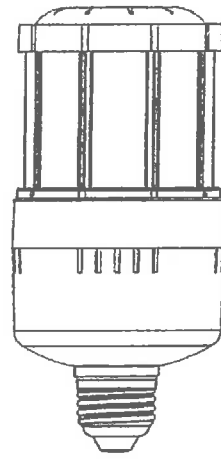
SKU (USA/Can)	Description
LED-8039E30	20W 3000K
LED-8039E42	20W 4200K
LED-8039E57	20W 5700K

Technical Specifications

Models US/CAN	LED-8039E30	LED-8039E42	LED-8039E57
CCT	3000K	4200K	5700K
Power Consumption	20 watts		
Replaces	70w MH/HPS		
Mounting	E26		
Voltage	120-277VAC (USA)		
LED Type	50 Samsung #5630 SMD		
Beam Angle	360		
Dimmable	No		
Operating Temp	-40°F - +122°F		
Rated R70 Life	Up to 50,000 Hrs.		
Warranty	5 Year Limited*		
LM79 Specifications	Yes	Yes	Yes
Power (W)	19.2	19.1	19.3
CCT	3281	4368	5688
Light Output	1844.7	1961.2	2014
Efficacy	96.09	102.68	104.38
THD @ 277V	18.97%	17.86%	18.26%
PF @ 277V	0.937	0.936	0.935
CRI:	84	84.9	86.7
R9	14	18	36
Duv	-0.0018	-0.0013	-0.0033
Packaging	9 / Master Carton		
Unit	3.7" x 3.7" x 6.77" .704 lbs.		
Master	11.8" x 11.8" x 7.5" 7.04 lbs.		

Note: All specification information falls within a $\pm 2\%$ range and is subject to change without notice.

NOTE: Light Efficient Design is providing this information to the general public. Please note that all products contained herein are trademarked, copyrighted, and/or have patents pending. Any use of these designs is strictly prohibited without prior written consent. Light Efficient Design protects its proprietary information vigorously in the courts of the United States of America.

**20W**
LED for HID**Replaces**
70W
MH / HPS**UL** US
LISTEDlighting
design
lab**Description:**

20W LED retrofit lamp to replace MH and HPS lamps up to 70w, E26 Medium base. Integrated insect/dust screen. UL damp rated approved for fully enclosed fixtures.

Features:

- Replaces 70w HID Lamps
- 120-277V
- UL approved for fully enclosed fixtures & damp environments (USA & Can)
- Active Cooling Fan >70,000 hr. rated life
- 50,000 rated life
- 5 year limited warranty (see website for details)

Applications:

Wall Pack



Bollard



Post Top

Installation Notes:

- When installing LED-8000 series retrofit lamps within HID fixtures, **ballast must be bypassed** when present.
- 8000 series retrofits are UL damp rated, sealing the fixtures after installation will deliver best results.
- **Installing surge/lightning protectors is highly recommended** and helps to eliminate premature driver failure caused by surges and other power fluctuations.


Light Efficient Design

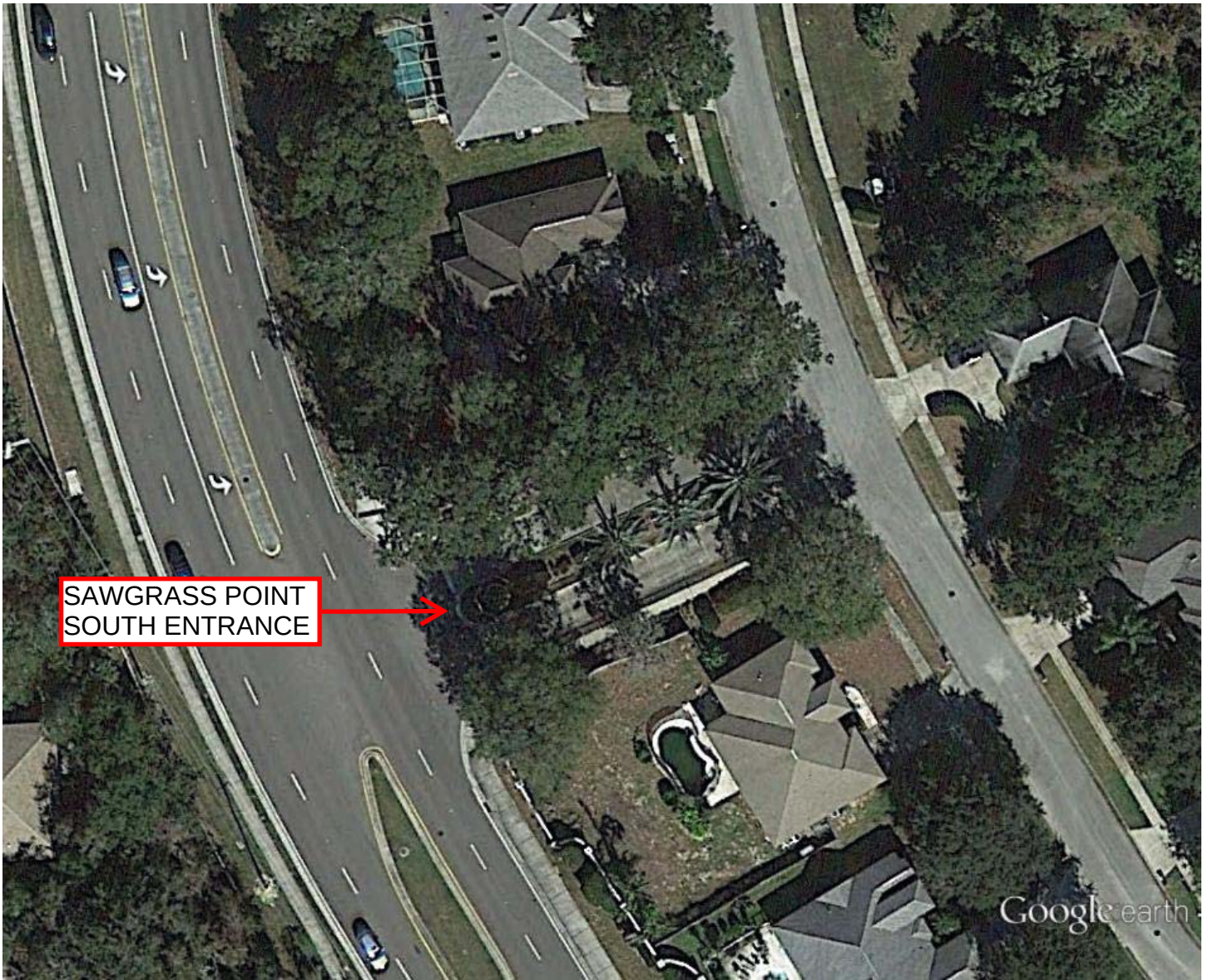
188 S. Northwest Highway • Cary, IL 60013
(847) 380-3540 • FAX: (847) 380-3542
www.led-llc.com

SPEC LED-8001 8/1/2013

EXHIBIT "B"

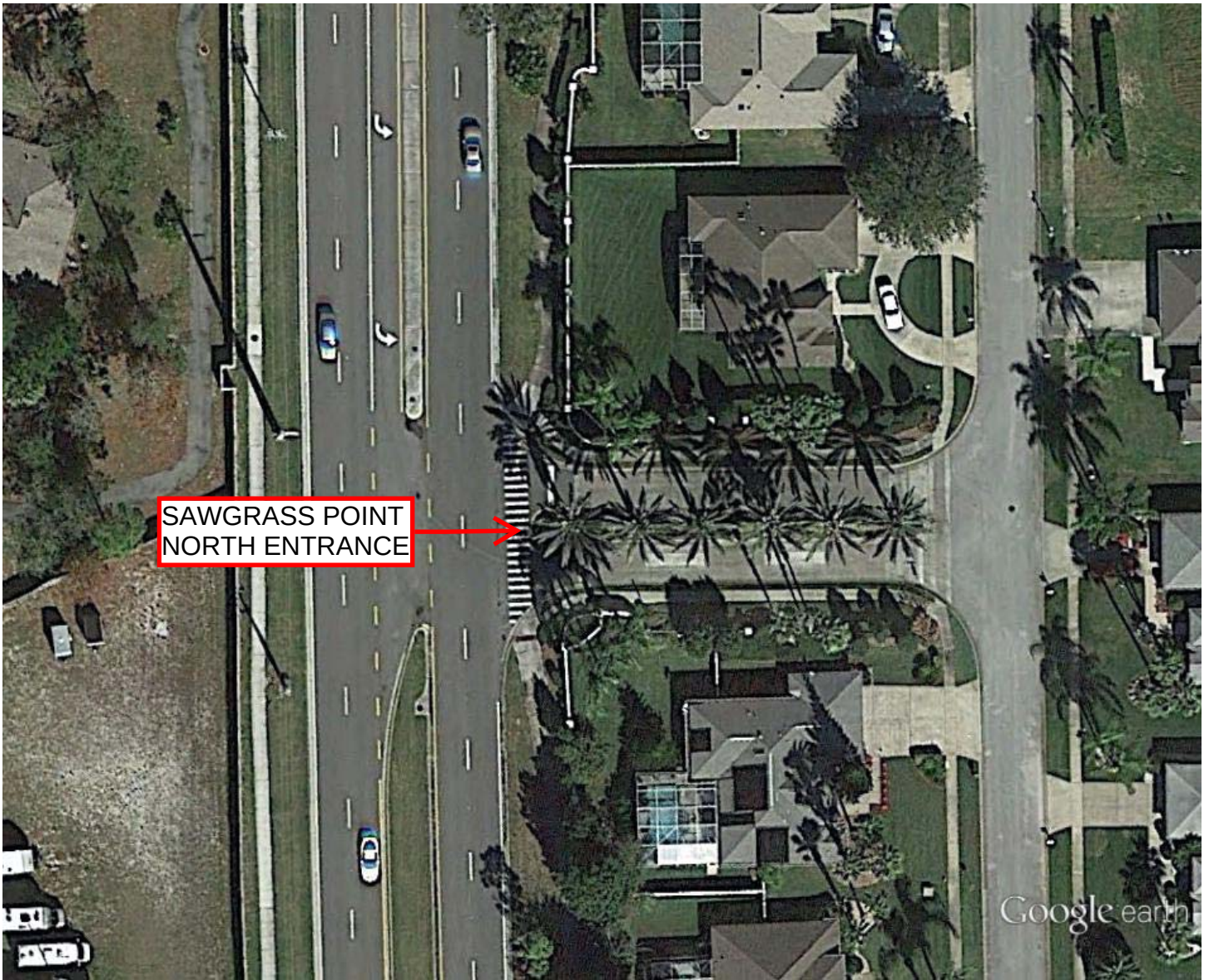
LEGAL DESCRIPTION

The Sawgrass Point Drive, Stony Point Drive, Marley Drive, Cordgrass Way, and Shady Creek Lane public street Right-of-Ways as dedicated to the City of Port Orange per the subdivision plats of Sawgrass Point PUD, Phase I (Map Book 44, Pages 191 and 192), Phase II (Map Book 45, Pages 107 and 108), and Phase III (Map Book 46, Pages 33 and 34), Public Records of Volusia County, Florida.



Google earth

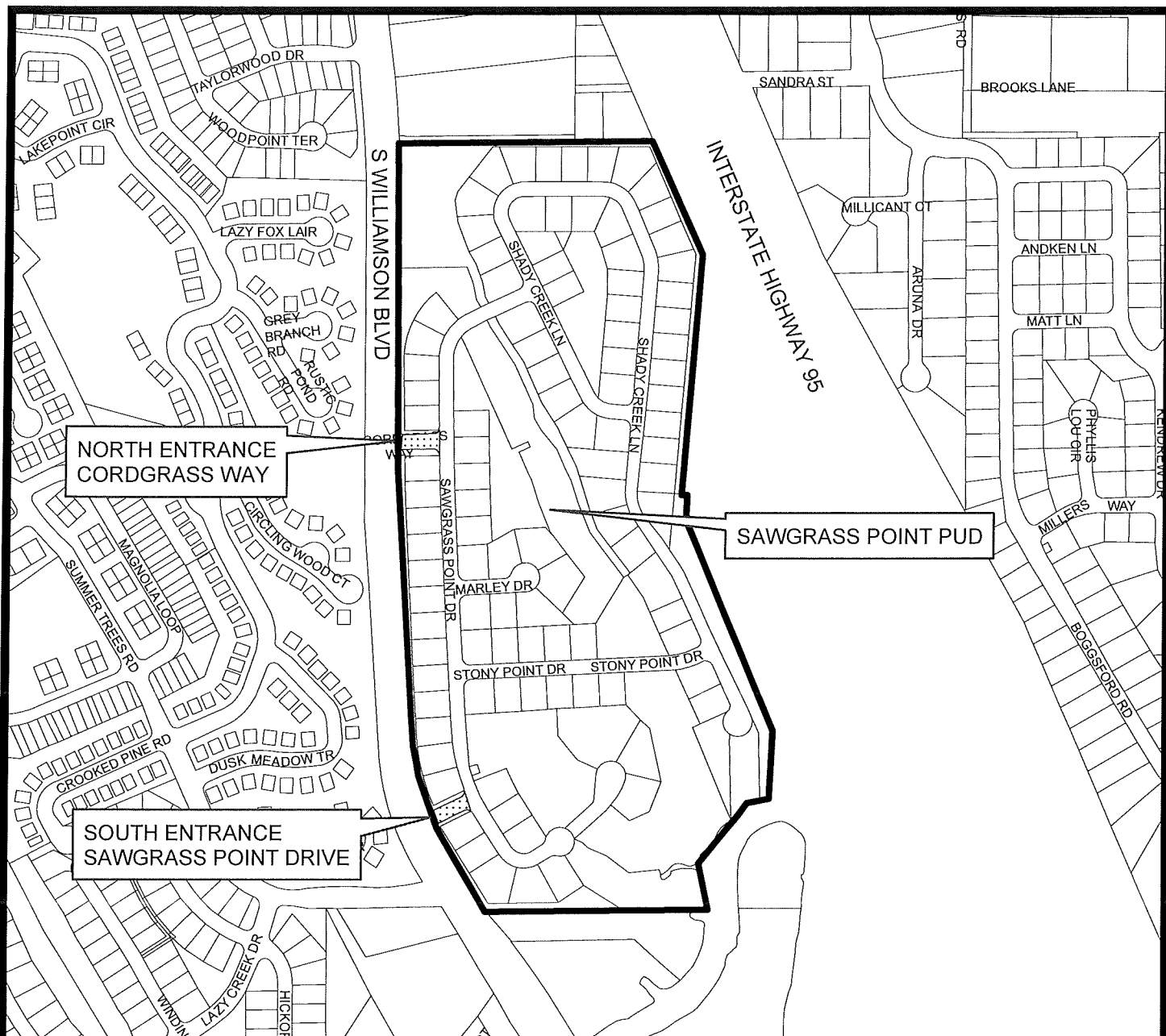




Google earth

feet 200
meters 60





Case No.: 16-97500006

Applicant: Karen Koch, Community Association Manager, on behalf of the Homeowners Association for Sawgrass Point, Inc.

Location: Sawgrass Point PUD

Requested Action: To approve and authorize the execution of a right-of-way license agreement for privately maintained street lights and development entry features located in the public street right-of-ways of the Sawgrass Point PUD.



Location Map CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT

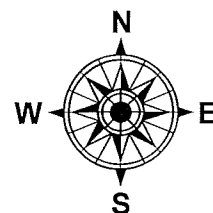


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Homeowners Association for Sawgrass Point, Inc.

c/o Karen Koch Inc, PO Box 291282, Port Orange, FL 32129

Phone: 386-767-8282, Fax: 386-767-2828

www.karenkoch.com; kar_koc@msn.com

March 17, 2016

IMPROVEMENT APPLICATION

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

Dear Sirs;

The Homeowners Association for Sawgrass Point, Inc. (Sawgrass HOA) is requesting License Agreements to cover Developer improvements in the City's right of way. They include Streetlights, Phase I Entry, and Phase 2 Entry.

STREETLIGHTS

The Association is requesting your approval to remove and replace twenty-five streetlights that have been installed in the parkage of the street right-of-way throughout the community. The existing poles were installed by the Developer in the early nineties and in order to replace the poles, a license agreement between the HOA and the City is being requested.

The current poles are in poor shape. Each pole has a crossbar at the top with a globe at either end of the bar. Replacing a lamp requires that this crossbar be removed. Because the poles are metal, they are badly corroded and removal of the crossbar can be challenging.



There is always a risk that they may crumble to the point that they cannot be replaced. Once down, the globes need to be removed. To do this, occasionally, the screws need to be drilled out. To replace the globes, new holes must be drilled or, failing that, the globe is glued into place. Repeated repairs have required that some of the globes be cut loose. Some of the wiring was done with lamp wire.

The poles are mounted on cement slabs, some of which are tilted causing the associated streetlight to lean. All of the Disconnects for the poles need to be replaced. Some are badly damaged. None are the required height above the ground.



Finally, several of the irrigation controllers are mounted on the streetlight poles. Moving these devices out of the right-of-way would be expensive and could require camouflage and/or protective enclosures. The Association requests that the seven controllers currently mounted on the poles be permitted to stay. Their existence on the pole is not noticeable and they have not become a target for vandals.

Sawgrass HOA is prepared to purchase and install new, direct bury, fiberglass streetlight poles and fixtures with LED lamps, at an estimated cost of \$97,000.00. Materials will take eight to twelve weeks to manufacture and the Association would like to have the new poles installed in advance the of the 2016 Hurricane season. Your early consideration is appreciated.

PHASE 1 ENTRY

The Phase 1 divided-road entry is Sawgrass Point Drive at South Williamson Blvd. The center median is irrigated and held, at one time, four large medjool palms. Only two remain. The others were diseased and have been replaced by Palatka Hollies with shrubs in between. There is a tile planter at the western end that was, originally, a fountain. Water lines still run through this structure. There are landscape spot lights installed to highlight the palms and illuminate the entry. Decorative pavers have been installed within the roadways.



Detailed maps are enclosed as Attachments

PHASE 2 ENTRY

The Phase 2 divided-road entry is Cordgrass Way at South Williamson Blvd. The center median is irrigated and holds six large medjool palms, Sago palms at either end, shrubs and grasses. Only two remain. There are landscape spot lights installed to highlight the palms and illuminate the entry. Decorative pavers have been installed within the roadways.



Detailed maps are enclosed as Attachments

The permit for the streetlights is also enclosed. Please let me know if additional information is required.

Sincerely,



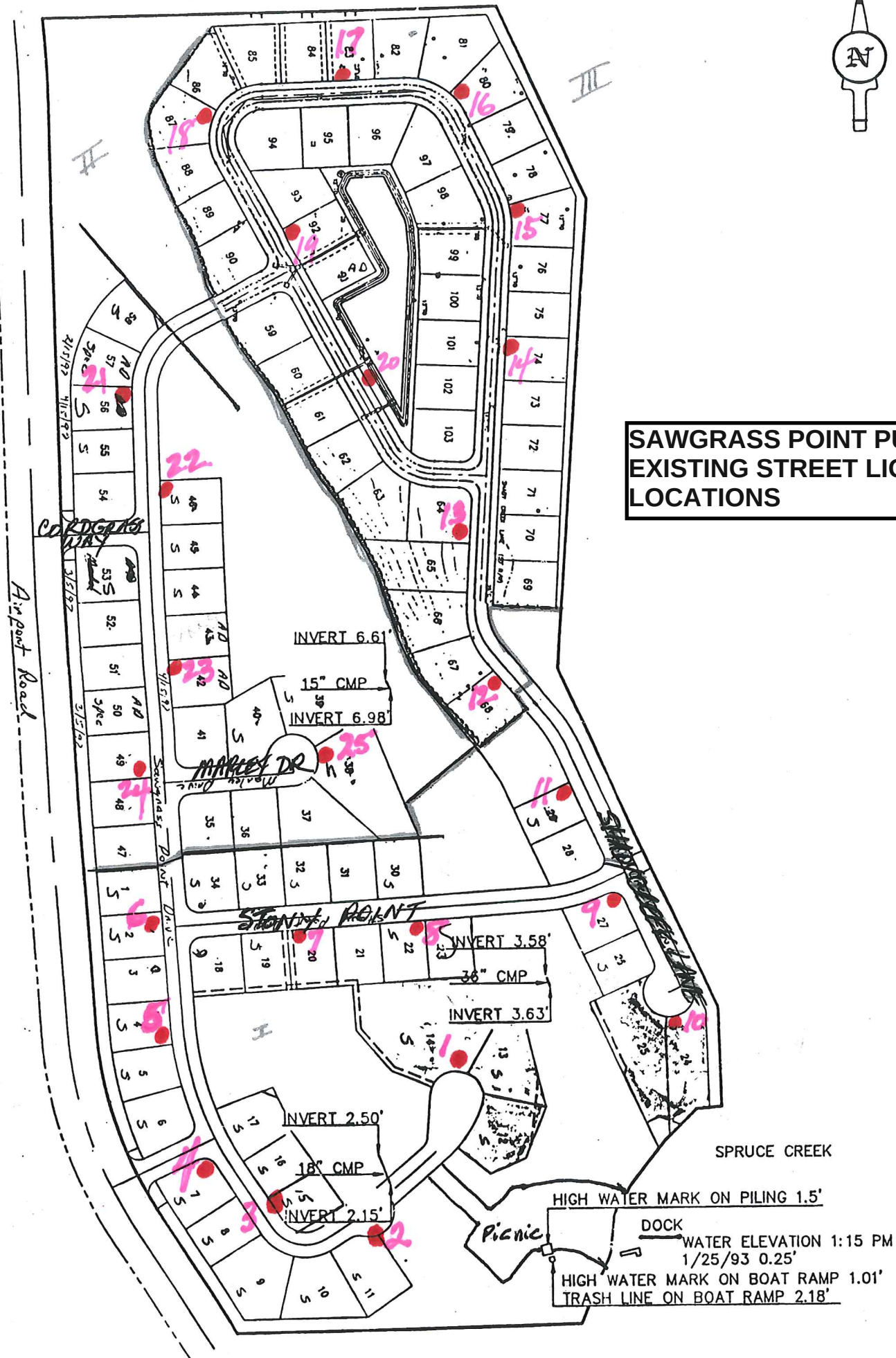
Karen Koch
Community Association Manager

Enclosures

cc: Board of Directors



**SAWGRASS POINT PUD
EXISTING STREET LIGHT
LOCATIONS**

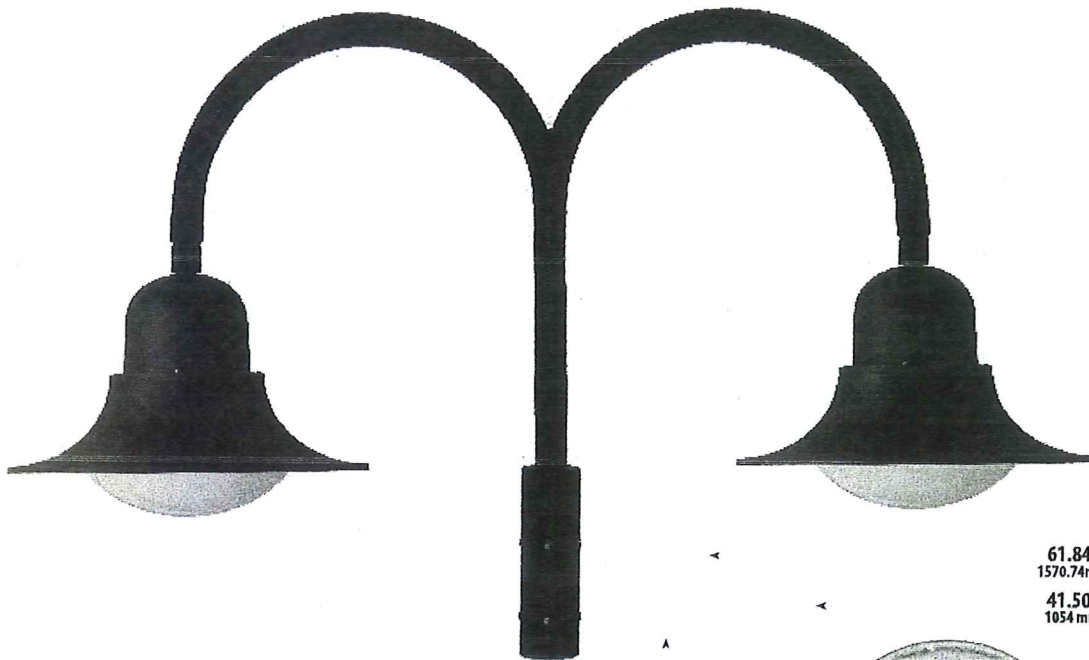


RE: PROPOSED SAWGRASS POINT P.U.D.

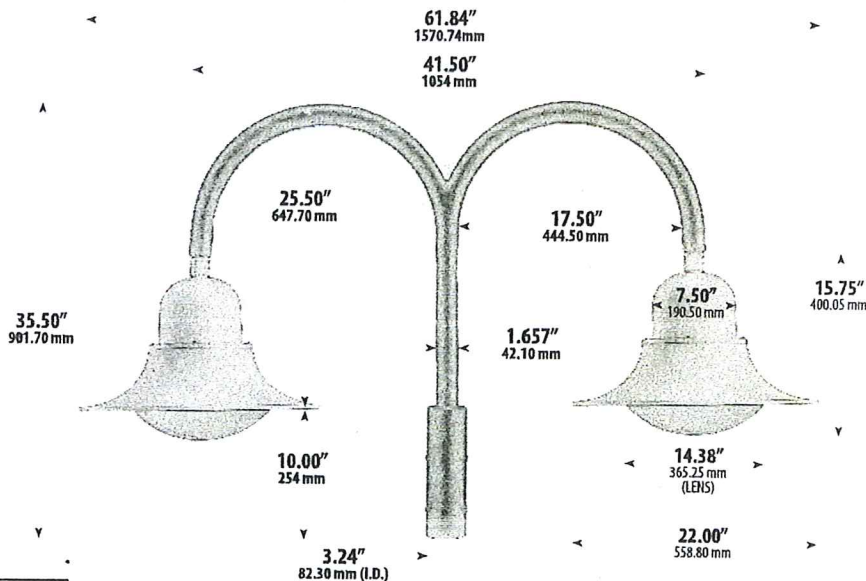
FOR: BERRIEN BECKS, SR.

GM621

POST TOP FIXTURE - DOUBLE ARM



- **Material:** Powder Coated Cast Aluminum
- **Lens:** White Polycarbonate
- **Available Finish:** Black, Verde Green
- **ETL Approved**
- **EPA Rating: 3**



MODEL NUMBER	LAMP TYPE	ILLUMINANT TYPE	WATTS (W)	VOLTS (V)	LAMP(S) INCLUDED?
GM621	A-Type	Incandescent	2 x 100	120	NO
GM622	HID	HPS	2 x 35	120	YES
GM623	HID	HPS	2 x 50	120	YES
GM623-MT	HID	HPS	2 x 50	MT	YES
GM624	HID	HPS	2 x 70	120	YES
GM624-MT	HID	HPS	2 x 70	MT	YES
GM625	HID	MH	2 x 35	120	YES
GM626	HID	MH	2 x 50	120	YES
GM626-MT	HID	MH	2 x 50	MT	YES
GM627	HID	MH	2 x 70	120	YES
GM627-MT	HID	MH	2 x 70	MT	YES

Overall Dimensions:
35.50"H x 61.84"W x 22.00"D

Weight (Head Only): 11.2 lbs. each
Weight (Arm Only): 14 lbs.

Box Dimensions: 1 box per head
17.75"H x 18.00"W x 18.00"D (Head Only)

*Direct Burial and Surface Mounted Poles and Bases Available (sold separately)

DABMAR
LIGHTING

DABMAR LIGHTING INCORPORATED

2140 Eastman Ave . Oxnard, CA 93030 . 805.604.9090 . f: 805.604.9050 . www.dabmar.com

HEAVY DUTY POLE

ALLIANCE COMPOSITES INC.

PO BOX 24
MCGAHEYSVILLE VA 22840

PURCHASE ORDER #

JOB NAME :

3" TENON

4" O.D.
TIP

12'

MOUNTING HEIGHT

15'

SHAFT LENGTH

HANDHOLE
INSIDE BASE

18" TALL WASHINGTON BASE

DIRECT BURIAL POLE ASTM 4923 CLASS 1 (POLE TOP DEFLECTION SHALL NOT EXCEED 15% OF THE ABOVE HEIGHT @MAX WIND LOADING AND MAX FIXTURE WEIGHT) DESIGN CRITERIA PER FBC 2010 ASCE 7-10 AND ANSI C136.20-1990 WITH A MIN SAFETY FACTOR OF 2.0.

SUBMITTAL DRAWING

- | | |
|--|---|
| ☐ APPROVED | ☐ NATURAL |
| ☐ APPROVED AS NOTED | ☒ BLACK |
| ☐ DISAPPROVED | |

CATALOG NUMBER : DH15AHDN3-WAS

- | |
|---|
| ☐ MAXIMUM FIXTURE EPA = 5.1 |
| ☐ MAXIMUM WIND VELOCITY =130 MPH
FBC 2014 |

3'
EMBEDMENT

CABLE ENTRY
@ 24"

2-18-16

LED-8039E Post Top / Bollard / Wall Pack

LED for **HID**
RETROFIT

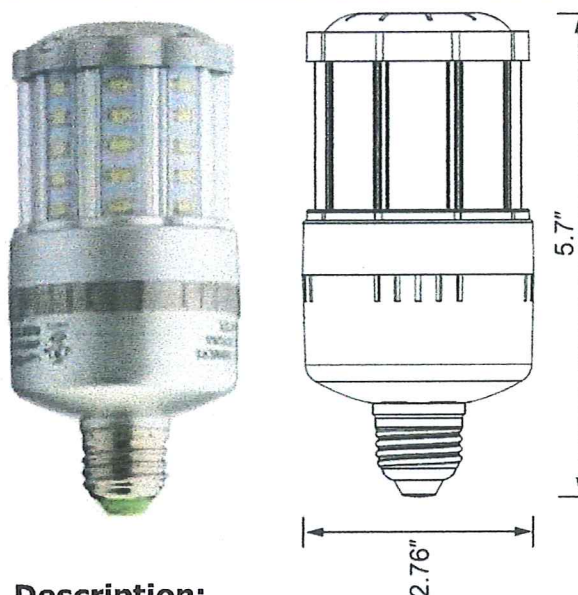
SKU (USA/Can)	Description
LED-8039E30	20W 3000K
LED-8039E42	20W 4200K
LED-8039E57	20W 5700K

Technical Specifications

Models US/CAN	LED-8039E30	LED-8039E42	LED-8039E57
CCT	3000K	4200K	5700K
Power Consumption	20 watts		
Replaces	70w MH/HPS		
Mounting	E26		
Voltage	120-277VAC (USA)		
LED Type	50 Samsung #5630 SMD		
Beam Angle	360		
Dimmable	No		
Operating Temp	-40°F - +122°F		
Rated R70 Life	Up to 50,000 Hrs.		
Warranty	5 Year Limited*		
LM79 Specifications	Yes	Yes	Yes
Power (W)	19.2	19.1	19.3
CCT	3281	4368	5688
Light Output	1844.7	1961.2	2014
Efficacy	96.09	102.68	104.38
THD @ 277V	18.97%	17.86%	18.26%
PF @ 277V	0.937	0.936	0.935
CRI:	84	84.9	86.7
R9	14	18	36
Duv	-0.0018	-0.0013	-0.0033
Packaging	9 / Master Carton		
Unit	3.7" x 3.7" x 6.77" .704 lbs.		
Master	11.8" x 11.8" x 7.5" 7.04 lbs.		

Note: All specification information falls within a $\pm 2\%$ range and is subject to change without notice.

NOTE: Light Efficient Design is providing this information to the general public. Please note that all products contained herein are trademarked, copyrighted, and/or have patents pending. Any use of these designs is strictly prohibited without prior written consent. Light Efficient Design protects its proprietary information vigorously in the courts of the United States of America.



20W
LED for HID

Replaces
70W
MH / HPS



Description:

20W LED retrofit lamp to replace MH and HPS lamps up to 70w, E26 Medium base. Integrated insect/dust screen. UL damp rated approved for fully enclosed fixtures.

Features:

- Replaces 70w HID Lamps
- 120-277V
- UL approved for fully enclosed fixtures & damp environments (USA & Can)
- Active Cooling Fan >70,000 hr. rated life
- 50,000 rated life
- 5 year limited warranty (see website for details)

Applications:



Wall Pack



Bollard



Post Top

Installation Notes:

- When installing LED-8000 series retrofit lamps within HID fixtures, **ballast must be bypassed** when present.
- 8000 series retrofits are UL damp rated, sealing the fixtures after installation will deliver best results.
- **Installing surge/lightning protectors is highly recommended** and helps to eliminate premature driver failure caused by surges and other power fluctuations.

ENTRY PLANTING

SCALE 1"=10'-0"

SPECIMEN TREES

ST. AUGUSTINE
SOD

FIRE
HYDRANT

NOTE:

THIS PLAN IS FOR PLANTING
PURPOSES ONLY. DETAILS
FOR SITE UTILITIES, DECORATIVE
PAVEMENT, WALL DESIGN ETC.
ARE ON CORRESPONDING PLANS
FOR SUBMITTAL.

AIRPORT ROAD

CULVERT

ST. AUGUSTINE
SOD

NOTE:

-ROOT CUTS ARE TO BE MADE
CLEANLY WITH A SHARP ROOT
PRUNING TOOL (SUCH AS A DOSCO
OR VERMEER ROOT PRUNER.

EXISTING TREE

ROOT BARRIER

4'-0" CONCRETE WALK

NOTE:

INSTALL 2"X4" ROOT
BARRIER AT HIGH POINT
OF PRUNING AND CONTINUE
ALONG EDGE OF WHERE
WALK MEETS ROOTS.

ROOT BARRIER

CONCRETE WALK ADJACENT TO SPECIMEN TREES

SCALE 1"=1'-0"

LOT 6

FOUNTAIN

LOT 7

NOTE:

ALL PLANTED/SODDED AREAS WILL BE IRRIGATED
WITH A FULL AUTOMATIC SPRINKLER SYSTEM INSTALLED
WITH THE PLANTING, PROVIDING 100% COVERAGE TO ALL
AREAS.

PLANT LIST

I. Trees

SYM	QT	Latin Name	Common Name	Size/Notes
HY	19	EAST PALATKA HOLLY		15 GAL.
LO	3	Quercus virginiana	Live Oak	65 Gal (6" CAL) 2" CAL @ DBH 20' HT
LO	18	Quercus virginiana	Live Oak	30 Gal 10'-12' HT 2" CAL @ DBH
LT	19	Ligustrum lucidum	Ligustrum Tree	15 Gal 8'-10' HT 1" CAL @ DBH

II. Shrubs

BH	94	BUFFORD HOLLY		3 GAL.
PG	8	Cortaderia selloana	Pampas Grass	3 Gal
J	40	Juniperus chinensis 'Parsonii'	Parsons Juniper	1 Gal
LJ	39	Ligustrum japonica	Japanese Privet	3 Gal
NO	55	Nerium oleander	Oleander	3 Gal
PH	64	Photinia fraseri	Red Tip	3 Gal
PT	85	Pittosporum tobira	Photinia	3 Gal
PD	22	Podocarpus macrophylla	Pittosporum	3 Gal
IH	344	Raphiolepis indica	India Hawthorn	3 Gal
BW	95	BONWOOD		3 Gal

III. Palms

SAGO	1	SAGO PALM		7 Gal
WP	4	Washingtonia robusta	Washington Palms	CT 8-10' HT

IV. Ground Cover

L	346	Liriope muscari	Evergreen Giant	1 Gal
H	2	Evergreen Giant		
DL	20	Cupressus hyssopifolia	Heather	1 Gal
FL	110	Heimerocallis hybrids	Daylilies	1 Gal
AZ	84	Flowers	Annuals	1 Gal
MY	337	Liriope muscari 'Vanguard Giant'	Aztec	1 Gal
		MONDO GRASS		1 GAL.

PLANT NOTES

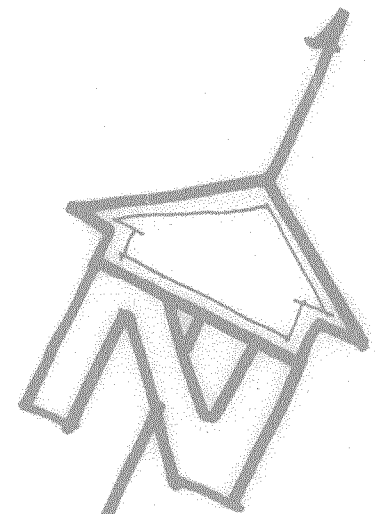
1. ALL PLANT MATERIAL TO BE FLA NO 1 GRADE OR BETTER
AS GIVEN IN "GRADES/STANDARDS FOR NURSERY PLANTS"
PARTS 1/11 STATE OF FLORIDA, DEPT. OF AGRICULTURE.
2. ALL PLANTS TO BE FIELD STAKED. USE PLAN ONLY AS A
GUIDE TO THEIR GENERAL PLACEMENT.
3. IF A DISCREPANCY EXISTS BETWEEN THE PLANT QUANTITIES
AND THE TOTALS ON THE PLANT LIST, THE PLANTS SHOWN ON
THE PLAN SHALL BE INSTALLED.
4. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR
FINE GRADING ALL AREAS TO BE SODDED, AND OR PLANTED.
ALL AREAS SHALL BE GRADED IN SUCH A MANNER AS TO
PREVENT WATER FROM STANDING IN ONE PLACE FOR A LONG
PERIOD OF TIME AS TO CAUSE DAMAGE DUE TO ROTTING (ETC).
5. ALL SODDED AREAS TO BE ST. AUGUSTINE FLORATAM.
6. ANY PLANT JUDGED TO BE OF LESS QUALITY THAN SPECIFIED
WILL BE SUBJECTED TO REMOVAL AT THE OWNERS OR
LANDSCAPE ARCHITECTS DIRECTION. PLANT SUBSTITUTIONS
WILL BE ALLOWED WITH THE OWNERS APPROVAL.
7. ALL PLANTING BEDS AND TREE WELLS SHALL BE MULCHED
WITH A MINIMUM 2"-3" OF SHREDDED CYPRESS BARK.
8. THE CONTRACTOR SHALL MAKE EVERY EFFORT TO SAFEGUARD
THE EXISTING HARDWOODS ON THE SITE. ONLY A MINIMAL
AMOUNT OF CLEARING IS ACCEPTABLE FOR THIS LOT.
9. ALL HEDGE PLANTINGS TO BE SPACED 3'-0" MAXIMUM ON
CENTER.
10. ALL SHRUBS TO BE A MIN 3 GAL PLANT, 24"/24" SPR.
11. THE OWNER, BUILDER, OR LANDSCAPE ARCHITECT, RESERVES
THE RIGHT TO MODIFY THIS DESIGN SO LONG AS THE
DESIGN CRITERIA REMAINS UNCHANGED.
12. ALL HEDGE MATERIAL SHALL BE PAINTED
2'-0" O.C.

AS-BUILT
ENTRY PLANTING PLAN &
DETAIL SHEET L-3

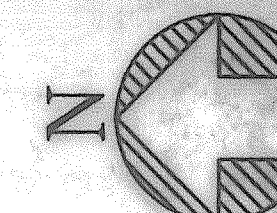
SAWGRASS POINT
PORT ORANGE, FLORIDA

VISCOMI & ASSOCIATES
PLANNERS/ LANDSCAPE ARCHITECTS
27 S ORCHARD ST., SUITE B ORMOND BEACH FL 32174
(904) 676-0105 DATE 7/1/94 SCALE VARIES

REVISED 5/15/95
REVISED 7/29/94



SEE SHT. LA-4 FOR LANDSCAPE PLANTING ALONG PERIMETER WALL



0 5 10 15 20 30
SCALE : 1" = 10'

AIRPORT ROAD
(WILLIAMSON BLVD.)

SEE SHT. LA-4 FOR LANDSCAPE PLANTING ALONG PERIMETER WALL

AS-BUILTS

SAWGRASS POINT PHASE II ENTRANCE

LANDSCAPE PLANTING PLAN
ENTRANCE WALL

CITY OF PORT ORANGE VOLUSIA COUNTY, FLORIDA

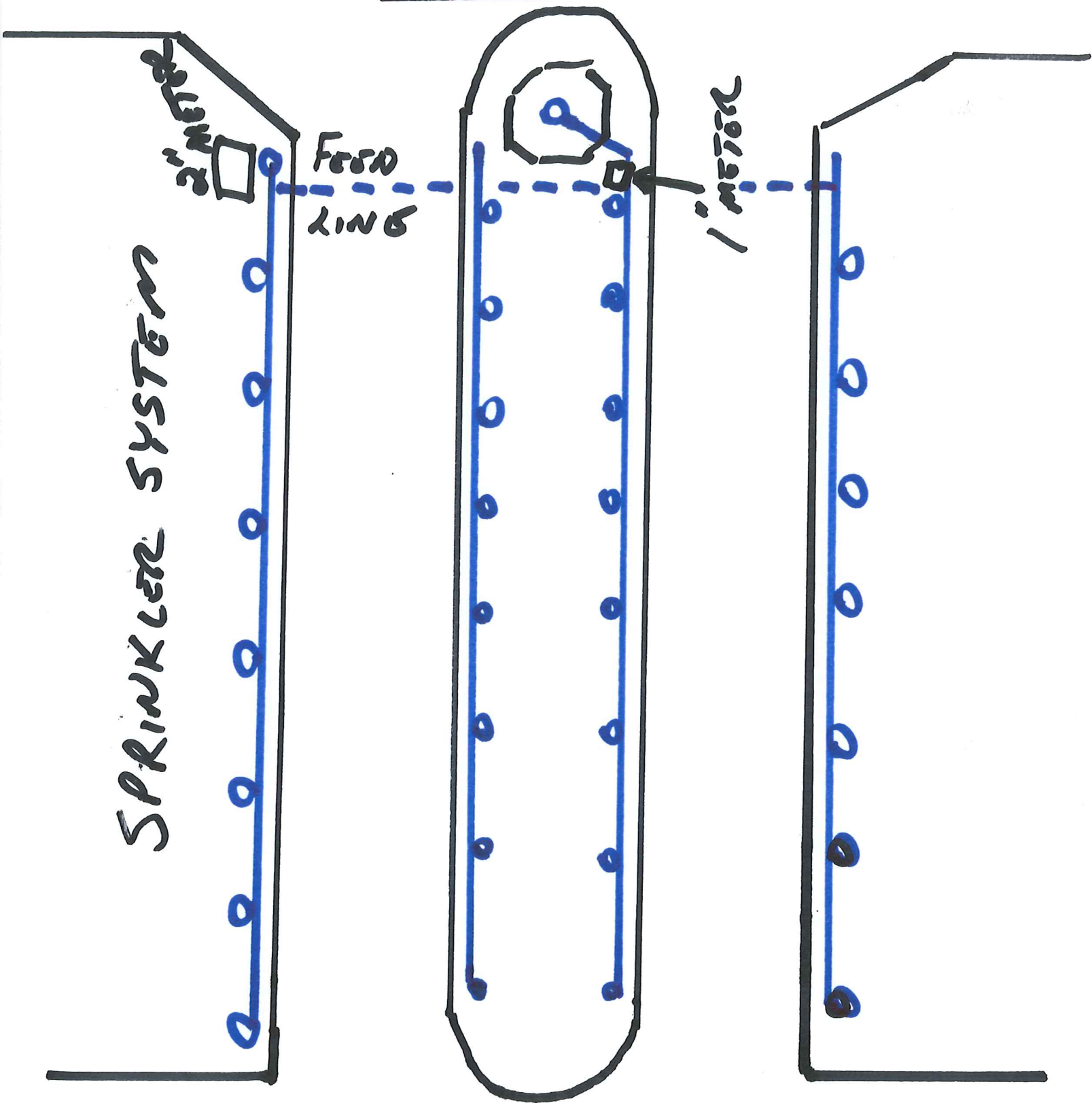
REV.	DATE	DESCRIPTION	BY
1	04/28/95	REV. PER CITY COMMENTS OF APRIL 17	J.S.
REVISIONS			
THE STERN DESIGN GROUP, P.A. LANDSCAPE ARCHITECTS & LAND PLANNERS 55 SETON TRAIL (904) 677-4486 ORMOND BEACH, FLORIDA 32176			
DRAWING #	ZC90-095	DATE PREPARED	03/07/95
DESIGNED BY	J.B.S.	DRAFTED BY	J.S.
SCALE	1"=10'-0"	SHEET	LA-3 OF 7
FILE LOCATION			41-4

NOT VALID WITHOUT
EMBOSSED SEAL

41-4

WILLIAMSON

SOUTH ENTRANCE



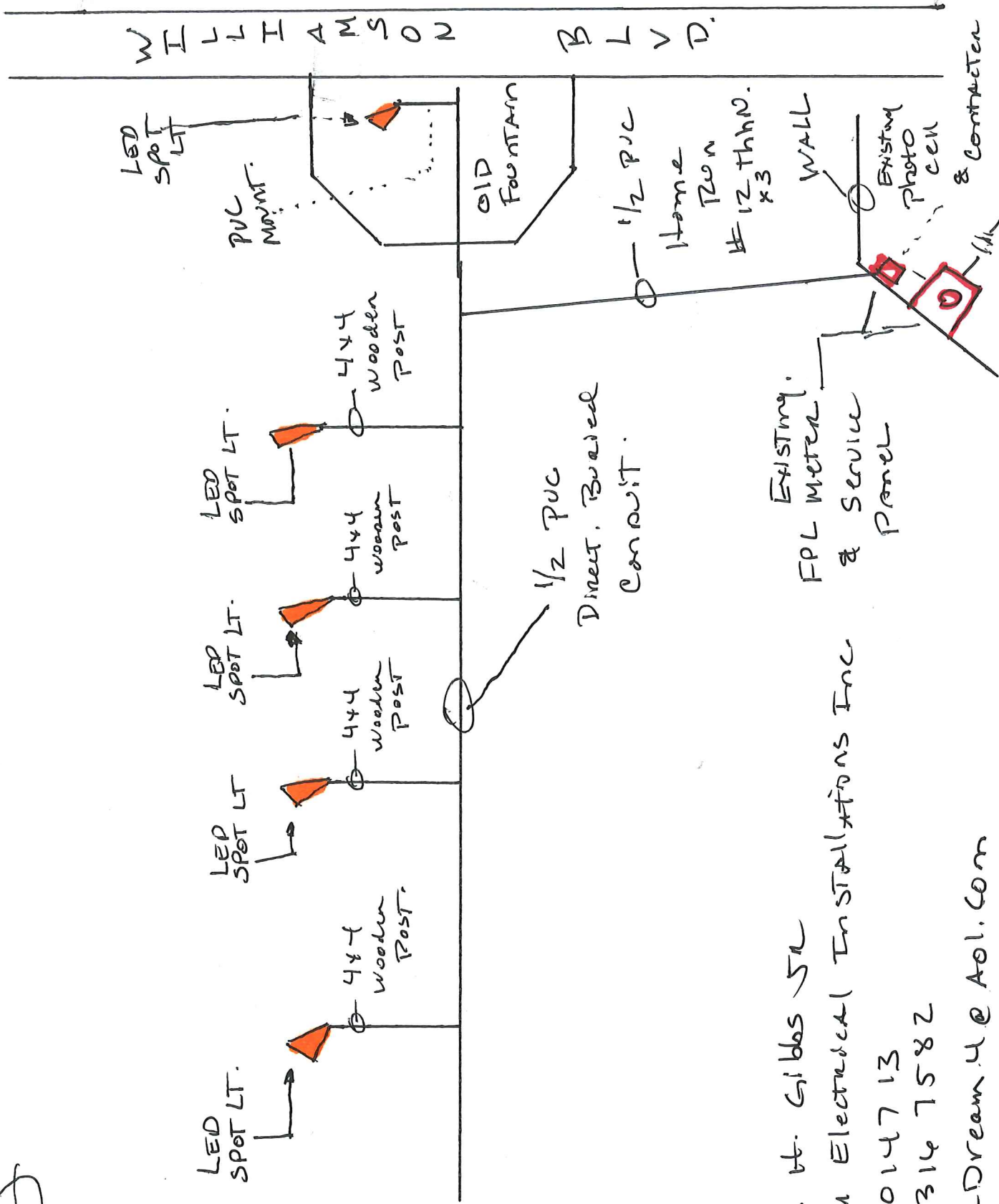
O - SPRAY HEADS

GENE SCARLON
3-17-16

3-8-16

James

South Entrance
SAWGRASS POINT DR.



JAMES H. GILLES JR

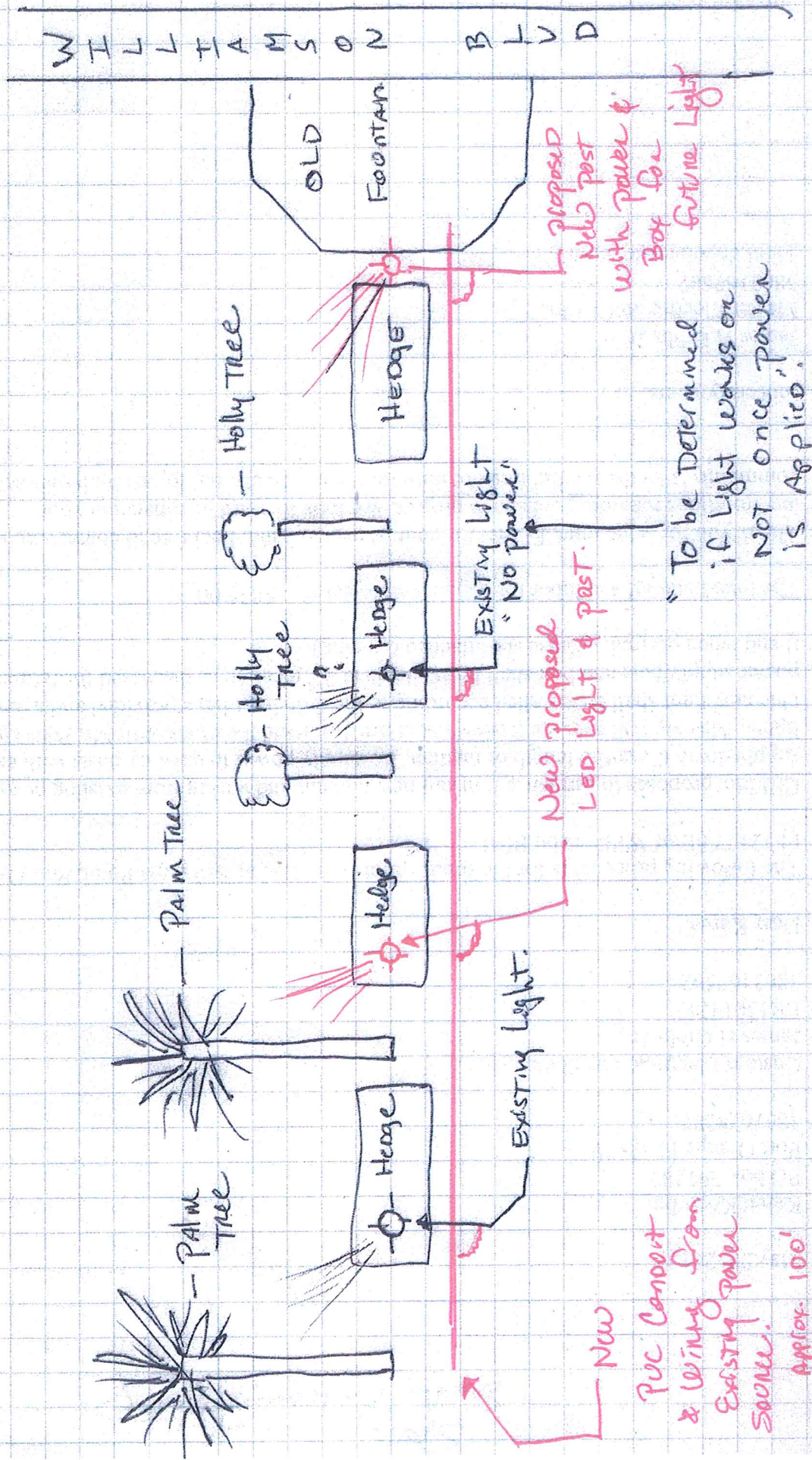
Custom Electrical Installations Inc

DL 13014713

386 314 7582

Think Dream 4 @ AOL.COM

Sawgrass Point. So. Entrance
 5/27/15
 Jany

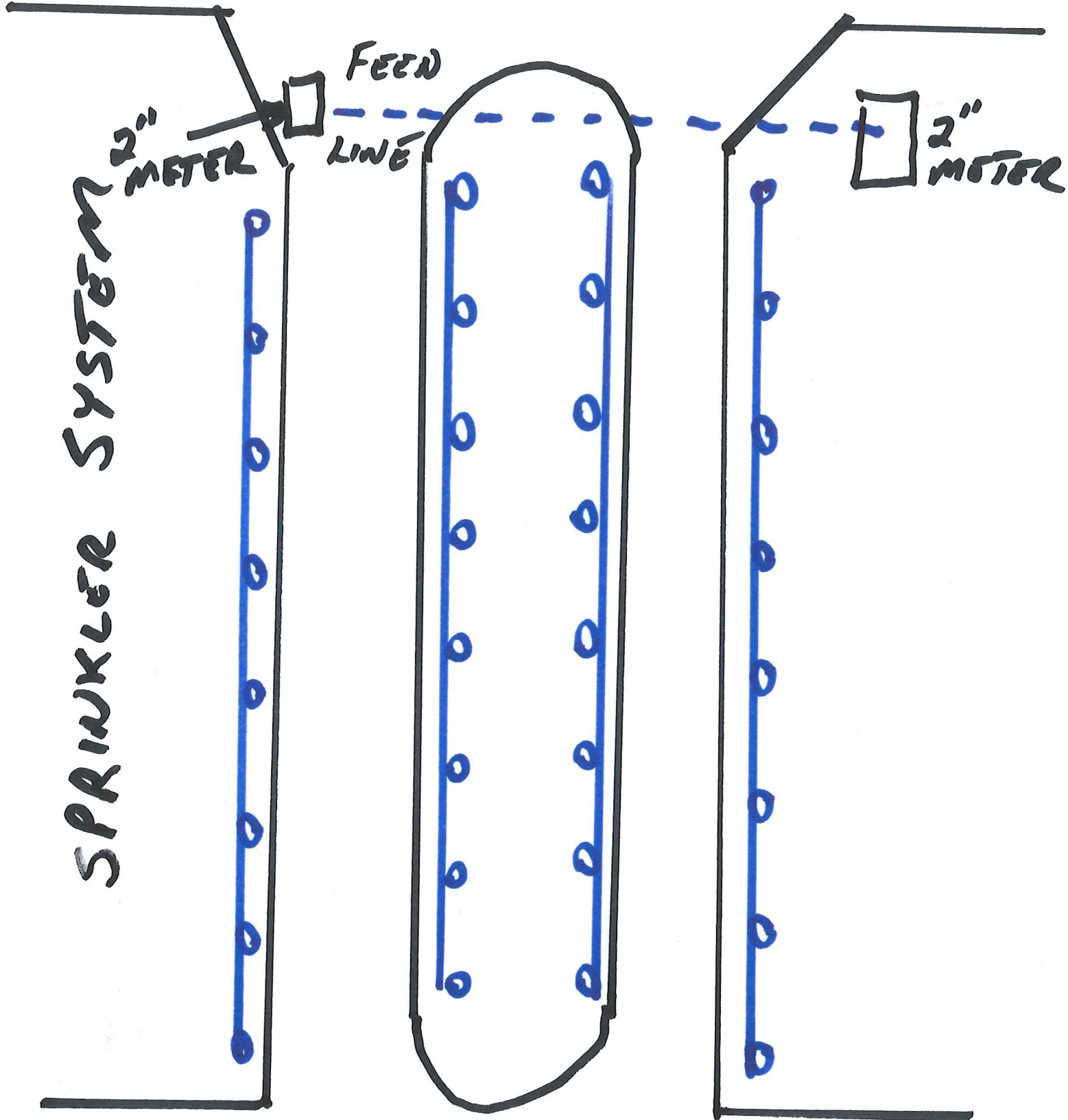


"To be Determined if Light works on NOT once power is Applied."

APPROX. 100' from END to END of Island.

WILLIAMSON

NORTH ENTRANCE



○ - SPRAY HEADS

GENE SCANLON
3-17-16

3-8-14.

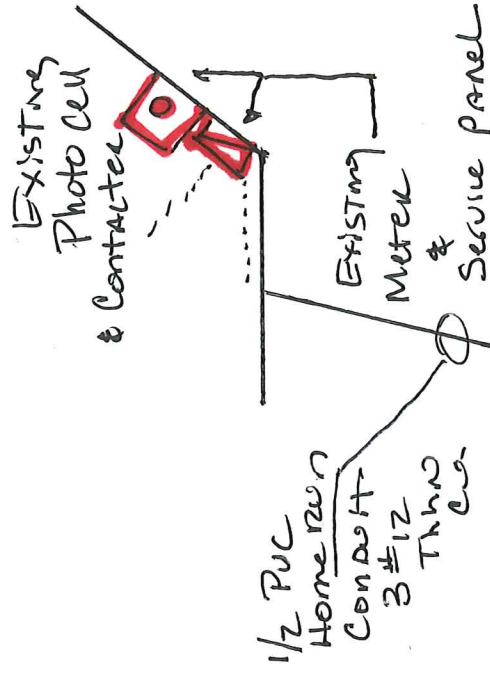
James H. Gibbs Jr.

JAMES H. GIBBS JR.
CEI INC.

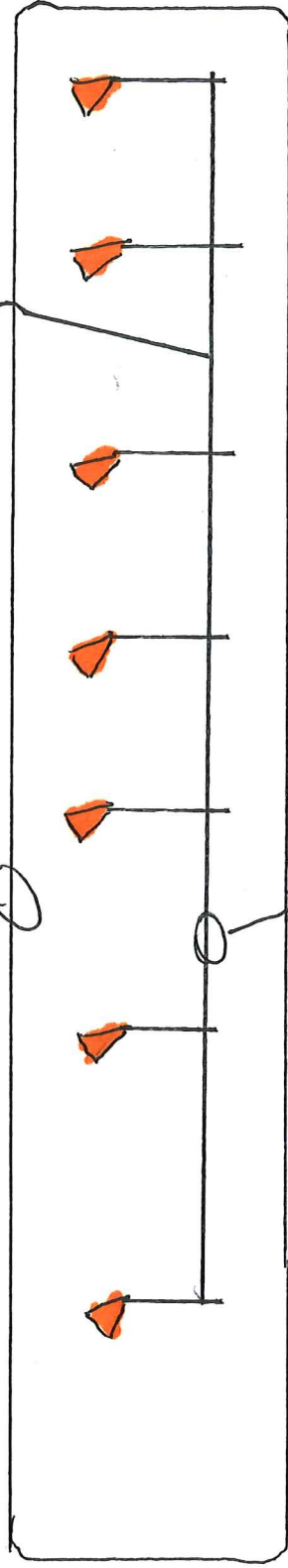
ER 13014713
386131617582

Think Dream 4 @ AOL.com

NORTH ENTRANCE
CORD GRASS WAY.



MEDIAN.



1/2" PVC Conduit.

Direct Buried

with 3 #12 THW. CO.



P113

= COMPACT
FLUORESCENT
FLOODS

7 total

WILLIAMSON

BLVD.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 07/19/2016

Consent item: Yes

SUBJECT: Major Special Event Request - Volusia Flagler Family YMCA River Sprint Triathlon

DEPARTMENT: Community Development

GOAL: 2 - Quality of Life

OBJECTIVE: N/A

RECOMMENDED MOTION: Move to approve the Special Event request for the Volusia Flagler Family YMCA River Sprint Triathlon at Aunt Catfish Restaurant, 4009 Halifax Drive, Galbreath's, 4108 Halifax Drive and Panhead's Pizza, 4085 Ridgewood Avenue with ten recommended conditions as described in the attached staff report.

SUMMARY: Staff has received a repeat special event request for a Triathlon race from Mica Lill, representative of Volusia Flagler Family YMCA. The proposed hours of the event are from 7:00 AM until 11:00 AM on July 30, 2016. The triathlon will begin with a swim route located at the small boat ramp on the northwest side of Bird Island in the intercoastal waterway; 500-meter swim course is from the boat ramp going east approximately 200 yards, turning north approximately 50 yards, turning west approximately 200 yards, turning south approximately 50 yards and finishing at the boat ramp. The triathlon will continue with a 12-mile bike route starting at the transition area on the northwest side of Bird Island on the south side of the Dunlawton Ave. bridge and head east over the bridge, south on Peninsula Dr., east on Demotte Ave. exiting the city. The triathlon will re-enter the city heading west on Demotte Ave., north on Peninsula Dr., west on Dunlawton Ave., finishing at the transition area on the northwest side of Bird Island. The triathlon will continue with a 4-mile run route starting at the transition area on the northwest side of Bird Island south side of the Dunlawton Ave. bridge and head west on Dunlawton Ave., south on Halifax Dr., turn around at Niver St., continue north on Halifax Dr., and finish at Panhead's Pizzeria parking lot.

There will be an awards ceremony after completion of the triathlon to be held at Panhead's Pizza located at 4085 Ridgewood Avenue. The ceremony will include designated areas for refreshments and a live DJ. There will be port-o-lets and trash receptacles on site for the ceremony events.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Staff Report	Staff Report - YMCA Triathlon.docx
2.	Application	YMCA Application 7.30.16.pdf

Caitlin Weiss
Wayne Clark
M. Jake Johansson

Created/Initiated - 06/30/2016
Approved - 06/30/2016
Final Approval - 07/14/2016



STAFF REPORT

Major Special Event Request

REQUEST: Major Special Event – Volusia Flagler Family YMCA
River Sprint Triathlon

OWNER/APPLICANT: Volusia Flagler Family YMCA

EVENT LOCATION: Aunt Catfish Restaurant – 4009 Halifax Drive
Galbreath's – 4108 Halifax Drive
Panhead's – 4085 Ridgewood Avenue

STAFF CONTACT: Caitlin Weiss, Administrative Assistant

CITY COUNCIL DATE: July 19, 2016

INTRODUCTION:

Staff has received a repeat special event request for a Triathlon race from Mica Lill, representative of Volusia Flagler Family YMCA. The proposed hours of the event are from 7:00 AM until 11:00 AM on July 30, 2016. The triathlon will begin with a swim route located at the small boat ramp on the northwest side of Bird Island in the intercoastal waterway; 500-meter swim course is from the boat ramp going east approximately 200 yards, turning north approximately 50 yards, turning west approximately 200 yards, turning south approximately 50 yards and finishing at the boat ramp. The triathlon will continue with a 12-mile bike route starting at the transition area on the northwest side of Bird Island on the south side of the Dunlawton Ave. bridge and head east over the bridge, south on Peninsula Dr., east on Demotte Ave. exiting the city. The triathlon re-enters the city heading west on Demotte Ave., north on Peninsula Dr., west on Dunlawton Ave., finishing at the transition area on the northwest side of Bird Island. The triathlon will continue with a 4-mile run route starting at the transition area on the northwest side of Bird Island on the south side of the Dunlawton Ave. bridge and head west on Dunlawton Ave., south on Halifax Dr., turn around at Niver St., continue north on Halifax Dr., and finish at Panhead's Pizzeria parking lot.

There will be an awards ceremony after completion of the triathlon to be held at Panhead's Pizza located at 4085 Ridgewood Avenue. The ceremony will include designated areas for refreshments and a live DJ. There will be port-o-lets and trash receptacles on site for the ceremony events.

BACKGROUND:

The subject proposal has been reviewed by the Police, Fire, Parks and Recreation, Public Works, and Community Development departments. The race directors have received estimates from the Police and Public Works departments for staff overtime costs to assist the event with traffic control, barriers and safety issues within the City of Port Orange.

Port-o-lets are to be provided by the applicant.

CODE VIOLATION:

There were no apparent code violations on any of the proposed sites at the time of pre-inspection.

SPECIAL NOTES:

The proposed event is structured in the same way as the events approved for the past years for the Volusia Flagler Family YMCA River Sprint Triathlon and qualifies for the repeat event reduced application fee of \$150.

RECOMMENDATIONS:

Staff recommends approval of the Volusia Flagler Family YMCA River Sprint Triathlon subject to the following conditions:

1. Hours of the event shall be from 7:00 AM until 11:00 AM
2. Access shall be maintained for all emergency vehicles.
3. Applicant shall coordinate all vehicular traffic patterns and pedestrian concerns with the City of Port Orange Police Department and be responsible for any charges for Police services.
4. Event organizers are required to delineate the event area from the vehicular driving and parking area with cones, ropes and/or barricades where necessary.
5. All areas used for this function shall be handicapped-accessible. Handicapped parking is to remain open and accessible for the event
6. A temporary sign permit shall be required for the one banner permitted for this event. Application shall be submitted at least two weeks prior to the event for permit approval.
7. All trash generated along the route must be picked up and disposed of at the end of the event along with any debris at the event sites.
8. Amplified speaker systems must comply with the City noise ordinance (Code of Ordinances, Chapter 42, Article IV, Section 42 Noise regulations).
9. A \$250 surety bond is required as outlined in Chapter 58, Article III, of the City of Port Orange Code of Ordinances.
10. All public restroom facilities must remain open to the public.

Emailed 6/8/16



CITY OF PORT ORANGE

Department of Community Development

DATE APPLICATION RECEIVED:

6/2/16

PERMIT NO.:

16-2523

APPLICATION RECEIVED BY:

AD

1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129 (386) 506-5600 FAX: (386) 506-5699

SPECIAL EVENT PERMIT APPLICATION

(City Ordinance No. 1998-61 & Fee Resolution No. 98-45)

Name of Business/Organization Hosting Event: Volusia Flagler Family YMCA (Port Orange)
Event Site Address: 4009 Halifax Dr. Port Orange, FL 32127
Event Contact Person: Mica Hill
Address: 761 East International Speedway Blvd. Deland, FL 32724 Phone: 386-405-9889

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.

A **Major Special Event** is a special event which, by itself or in conjunction with other events occurring during the same time (such as during a community wide special event), is likely to have a major impact on the community, including but not limited to factors such as traffic, noise, or other aspects of public health, safety and welfare. **Major Special Events** must be approved by City Council. Staff will advise on Council meeting dates and times. If there are outstanding code violations on site, the application will be denied.

A **Minor Special Event** is any special event other than a major special event that has a minor impact on the community and does not require additional city resources such as public safety or public works personnel.

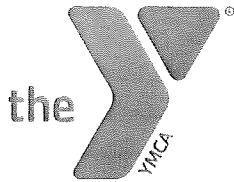
Required Documents:

1. A letter of request.
2. A sketch of the event layout on the property.
3. Proof of ownership.
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

\$150



FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

June, 1st 2016

The City of Port Orange
Department of Community Development
1000 City Center Circle, Port Orange, FL 32129

SUBJECT: Aunt Catfish's Triathlon on Saturday, July 30th, 2016 at 7:00am

The Volusia Flagler Family YMCA is always developing ways to impact our community through Healthy Living, Youth Development and Social Responsibility. Please accept this letter and accompanying information as a request to hold our Inaugural Port Orange Family YMCA and Aunt Catfish's on the River Sprint Triathlon on Saturday, July 30th, 2016 at 7:00am. Attached you will find all of the required documents for approval.

Please be aware that all proceeds raised from this event will directly benefit the Port Orange Family YMCA as part of our Y Community Campaign to provide scholarships to Port Orange Residents.

Thank you for taking the time to review our application.

Sincerely,

Mica Lill
Special Event Director
Volusia Flagler Family YMCA
E. mlill@vfymca.org C. 386-405-9889

Volusia Flagler Family YMCA
Association Office
761 E. International Speedway Boulevard
DeLand, FL 32724
Phone: (386)738-9622 Fax: (386) 822-9622



The mission of the YMCA is to put Christian principles into practice through programs that build healthy spirit, mind, and body for all.



FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

Parking for the event will be in the dirt lot across from aunt catfish, aunt catfish lot, panheads parking lot and under the dunlawton bridge. Restrooms will be at auntcatfish and under bridge. The bikes will be racked on the north west side parking lot of dunlawton bridge. The course will start with the swim taking place on the west north side of the bridge in the intercoastal waterway. It will be a 500 meter swim. We will have bike marshalls on the bike course They will proceed on bike. I have attached the out and back directions. They will then proceed to run(I have attached route) and finish in panheads parking lot. I will be working with Police Dept. to determine how many officers will be needed and public works.

Table set up @ finish for awards
will be DJ.

Aunt Catfish will supply restrooms
2 Port-o-lets @ finish line

Volusia Flagler Family YMCA
Association Office
761 E. International Speedway Boulevard
DeLand, FL 32724
Phone: (386)738-9622 Fax: (386) 822-9622



The mission of the YMCA is to put Christian principles into practice through programs that build healthy spirit, mind, and body for all.



6-2-16

To Whom It May Concern,

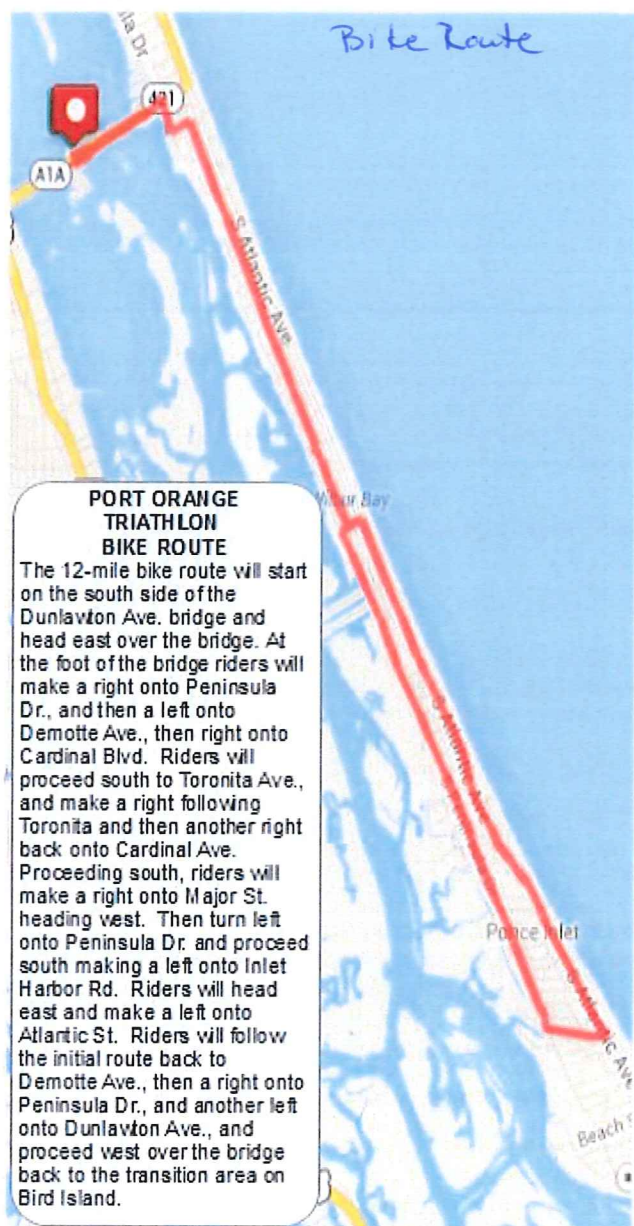
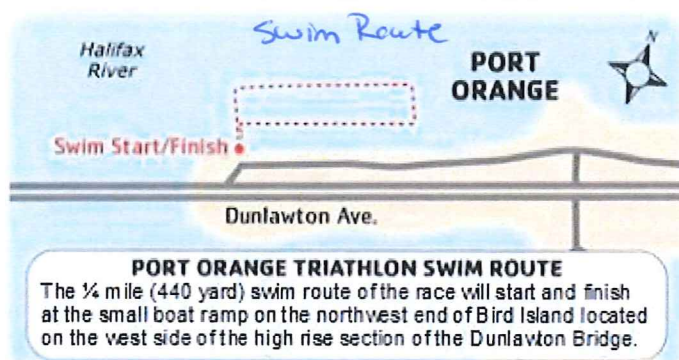
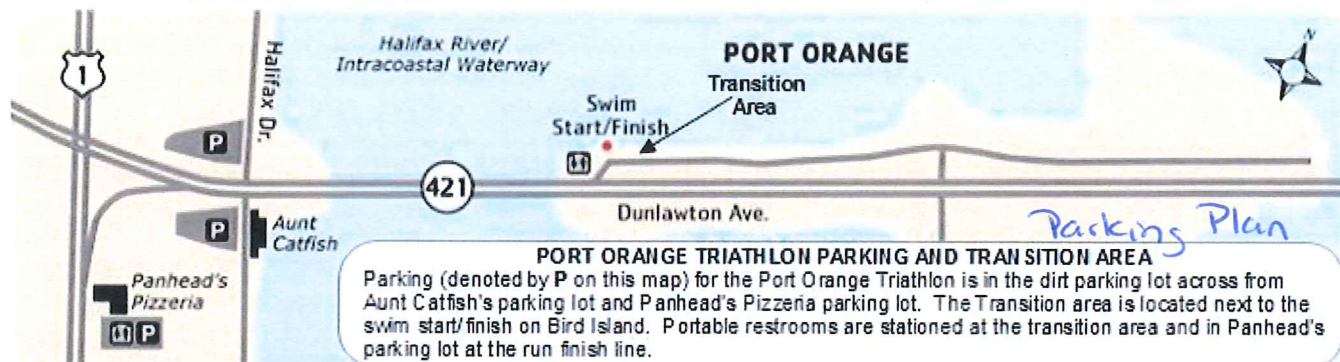
Mica Lill and the YMCA have my permission to utilize the properties at 4009 Halifax Dr., 4108 Halifax Dr. and 4085 Ridgewood Ave. on Saturday, July 30, 2016 between 5am and 11:00am for their triathlon. Feel free to contact me with any questions.

Sincerely,

Brendan Galbreath

547-0179

WELCOME TO THE PORT ORANGE FAMILY YMCA TRIATHLON





Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 04/11

85-8013262188C-0	03/31/2015	03/31/2020	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. 04/11

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 (F.A.C.).
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 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, F.A.C.).
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 require the revocation of this certificate.
6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.



VOLFLY1

OP ID: JW

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/03/2015

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 Ann-Marie Zweifel	CONTACT NAME: Laurie Kohler	
	PHONE (A/C, No, Ext): 386-252-9601 FAX (A/C, No): 386-239-5729	
	E-MAIL ADDRESS: lkohler@bbdaytona.com	
INSURED VOLUSIA FLAGLER FAMILY YOUNG MEN'S CHRISTIAN ASSOC. INC. 761 E INTERNATIONAL SPDWY DELAND, FL 32724	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: U.S. Fire Ins Co	21113
	INSURER B: Zenith Ins Co	13269
	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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY		5068833174	12/01/2015	12/01/2016	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
	☒ SEXUAL ABUSE INCL	MED EXP (Any one person) \$ 5,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:	PERSONAL & ADV INJURY \$ 1,000,000				
	☐ POLICY ☐ PRO-JECT ☒ LOC					GENERAL AGGREGATE \$ 3,000,000
	OTHER:					PRODUCTS - COMP/OP AGG \$ 1,000,000
						Emp Ben. \$ 1,000,000
A	☒ AUTOMOBILE LIABILITY		5068833174	12/01/2015	12/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO					BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
						PIP \$ 10,000
A	☒ UMBRELLA LIAB ☒ OCCUR		5821044039	12/01/2015	12/01/2016	EACH OCCURRENCE \$ 3,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE	AGGREGATE \$ 3,000,000				
	☐ DED ☒ RETENTION \$ 0					
B	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Z126560902	04/01/2015	04/01/2016	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

COUNTY OF VOLUSIA ADDITIONAL INSURED ON THE GENERAL LIABILITY, PER FORM CG2026 0413.

CERTIFICATE HOLDER

CANCELLATION

COUNV01 COUNTY OF VOLUSIA 123 WEST INDIANA AVE DELAND, FL 32720	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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VOLFLY1

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PRODUCER Brown & Brown of Florida, Inc. Daytona Beach Office P.O. Box 2412 Daytona Beach, FL 32115-2412 Ann-Marie Zweifel		CONTACT NAME: Laurie Kohler PHONE (A/C, No, Ext): 386-252-9601 FAX (A/C, No): 386-239-5729 E-MAIL: lkohler@bbdaytona.com ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: U.S. Fire Ins Co	
		INSURER B: Zenith Ins Co	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS		5068833174	12/01/2015	12/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0		5821044039	12/01/2015	12/01/2016	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	Z126560902	04/01/2015	04/01/2016	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER**CANCELLATION**

TOWNP18 TOWN OF PONCE INLET 4300 SOUTH ATLANTIC AVENUE PONCE INLET, 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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VOLFLY1

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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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Weiss, Caitlin

From: Barnes, Chris
Sent: Wednesday, June 08, 2016 2:13 PM
To: Weiss, Caitlin
Cc: Thomas, Mitchell
Subject: RE: Special Event Request for Volusia Flagler Family YMCA BP # 2523

P.W. comments will be based on P.D. requirements.

Chris Barnes
Public Works Maintenance Superintendent
City of Port Orange
Public Works
407 Virginia Ave. Port Orange, Fl. 32127
Ph: (386)506-5584
Fax: (386) 756-5365
E-mail: cbarnes@port-orange.org
www.port-orange.org



From: Weiss, Caitlin
Sent: Wednesday, June 08, 2016 12:14 PM
To: Adumuah, Branford <badumuah@port-orange.org>; Barnes, Chris <Cbarnes@port-orange.org>; Bonin, Amanda <abonin@port-orange.org>; Braddock, Steven <StevenB@port-orange.org>; Ferreira, Peter <pferreira@port-orange.org>; Gardner, Beau <bgardner@port-orange.org>; Grimaldi, Thomas <tgrimaldi@port-orange.org>; Hutchison, Chris <chutchison@port-orange.org>; Irby, Skip <sirby@port-orange.org>; Lovallo, Susan <slovallo@port-orange.org>; Perney, Gwen <gperney@port-orange.org>; Silvey, Michael <msilvey@port-orange.org>; Weir, Chris <ChrisW@port-orange.org>; Williams, Krista <kwilliams@port-orange.org>
Subject: Special Event Request for Volusia Flagler Family YMCA BP # 2523

Good Afternoon!

Please review the attached special event request and respond back to me with comments/revisions or approve in Naviline by **Monday June 13, 2016**

Permit # - 16-2523
Address - 4009 Halifax Dr
Date - July 30, 2016
Time - 5:00 a.m. - 11:00 a.m.
City Resources needed - TBD

Weiss, Caitlin

From: Weir, Chris
Sent: Wednesday, June 08, 2016 12:29 PM
To: Weiss, Caitlin; Adumuah, Branford; Barnes, Chris; Bonin, Amanda; Braddock, Steven; Ferreira, Peter; Gardner, Beau; Grimaldi, Thomas; Hutchison, Chris; Irby, Skip; Lovallo, Susan; Perney, Gwen; Silvey, Michael; Williams, Krista
Subject: RE: Special Event Request for Volusia Flagler Family YMCA BP # 2523

No issues from Fire

Christopher J. Weir MBA EFO CFEI FSFI-III

Deputy Fire Chief/Risk Manager

City of Port Orange

Department of Fire & Rescue

4545 Clyde Morris Blvd.

Port Orange, Fl. 32128

386-506-5903 (Office)

386-756-5405 (FAX)

[www.cweir@port-orange.org](mailto:cweir@port-orange.org)

www.port-orange.org



NFPA *Principal Standards Voting Member*
Technical Committee on Pyrotechnics PYR-AAA
NFPA Standards 1122, 1123, 1125, 1126, 1127, & PYR 1128, PYR 1129

From: Weiss, Caitlin
Sent: Wednesday, June 08, 2016 12:14 PM
To: Adumuah, Branford; Barnes, Chris; Bonin, Amanda; Braddock, Steven; Ferreira, Peter; Gardner, Beau; Grimaldi, Thomas; Hutchison, Chris; Irby, Skip; Lovallo, Susan; Perney, Gwen; Silvey, Michael; Weir, Chris; Williams, Krista
Subject: Special Event Request for Volusia Flagler Family YMCA BP # 2523

Good Afternoon!

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Permit # - 16-2523

Address – 4009 Halifax Dr

Date – July 30, 2016

Time – 5:00 a.m. – 11:00 a.m.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 07/19/2016

Consent item: Yes

SUBJECT: City Attorney's Report FY16 - Third Quarter

DEPARTMENT: City Attorney

GOAL: N/A

OBJECTIVE: N/A

RECOMMENDED MOTION: Move to approve the City Attorney's Report

SUMMARY: City Attorney's Report - FY16 Third Quarter

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	CA Report FY16 3rd Quarter	CA Report (FY16 3rd Qtr).pdf
----	----------------------------	------------------------------

Robin Fenwick
Margaret Roberts
M. Jake Johansson

Created/Initiated - 07/12/2016
Approved - 07/13/2016
Final Approval - 07/14/2016



CITY OF PORT ORANGE

1000 CITY CENTER CIRCLE
PORT ORANGE, FL 32129-4144
OFFICE OF THE CITY ATTORNEY
TELEPHONE 386-506-5525
FAX 386-506-5530
www.Port-Orange.org

MEMORANDUM

TO: Mayor Allen Green
Vice Mayor Drew Bastian
Council Member Donald Burnette
Council Member Bob Ford
Council Member Scott Stiltner
M. H. Johansson, City Manager

FROM: Margaret T. Roberts, City Attorney *MBR*

DATE: July 12, 2016

SUBJECT: City Attorney's Report
April 1, 2016 – June 30, 2016

A summary of case activity is attached. If you have any questions, please contact me.



Case Summary FY16

Office of the City Attorney
City of Port Orange, Florida

<u>Category</u>	<u>1st Quarter</u>	<u>2nd Quarter</u>	<u>3rd Quarter</u>	<u>4th Quarter</u>
Bankruptcy	1	0	0	
Contracts	49	32	36	
Foreclosures	2	1	2	
Forfeitures	7	8	8	
PD Property Return	0	9	5	
Prosecutions - City Ordinance Violations	7	8	2	
Prosecutions - Animal Enforcement Violations	4	8	5	
Prosecutions - Parking Violations	16	2	7	
Real Property – Development Review	2	20	10	
Real Property – Transactional	15	14	4	
Torts/Claims	7	11	11	
Other Files	26	29	24	
Total New Items:	136	142	114	



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 07/19/2016

Consent item: No

SUBJECT: Spruce Creek Kayak Launch

DEPARTMENT: Parks & Recreation

GOAL:

OBJECTIVE:

RECOMMENDED MOTION:

SUMMARY: Residents appeared before City Council on May 17, 2016, requesting that the city allow public access to the Creek from city owned property at the end of Spruce Creek Road. At that time Council directed the Manager to have staff look into the issue and provide a report on the feasibility of this property being used for non-motorized water craft purposes.

Staff has provided a report outlining the concerns and some options for your review.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Spruce Creek Staff Report	Spruce Creek Staff Report.docx
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Susan Lovallo
Susan Lovallo
M. Jake Johansson

Created/Initiated - 07/01/2016
Approved - 07/01/2016
Final Approval - 07/14/2016



Staff Report

Request: Spruce Creek Canoe Launch Site

Applicant: City of Port Orange Parks & Recreation

Staff Recommendation: Discussion

Staff Contact: Susan L. Lovallo, Parks & Recreation Director

City Council Date: July 19, 2016

Introduction:

Residents appeared before City Council on May 17, 2016, requesting that the city allow public access to Spruce Creek from the city-owned property at the end of Spruce Creek Road. At that time, City Council directed the City Manager to have staff look into the issue and provide a report on the feasibility of this property being used for non-motorized watercraft purposes.

Background:

- Public access to Spruce Creek is currently limited to two parcels in the Doris Leeper Spruce Creek Preserve located in New Smyrna Beach. All other access to Spruce Creek in Port Orange is through private property.
- The Bonk's Landing site is approximately 228 feet long by 45 feet wide. There is parking for approximately 10 cars.
- The Bonk's Landing site has unprotected sediment traps as part of the drainage design.
- There is an outfall pipe and head wall surrounded by rock in the vicinity of the bank where the creek would be accessed. There is some plant material that could be removed but it would not be cost effective to relocate the outfall pipe to provide for safe kayak access.

Concerns:

- City Police would have no jurisdiction at the site. The Volusia County Sheriff's Department would respond to all calls.
- If a fence is used to protect the drainage sediment traps, a fence permit would be required by the County.
- The current slope of terrain at the water access would not meet ADA standards and excavation of the bank would need to be made to facilitate ADA access.
- Current opponents of opening the site object to the possibility of additional traffic, people and trash in the neighborhood for the minimum gain access Spruce Creek.
- Volusia County would require a site plan if the City plans to post the site as a park. This would require the City to hire an engineer to develop the site plan and meet the County's requirements. The requirements would include a handicapped parking space, ADA accessible launch and restrooms.

Options:

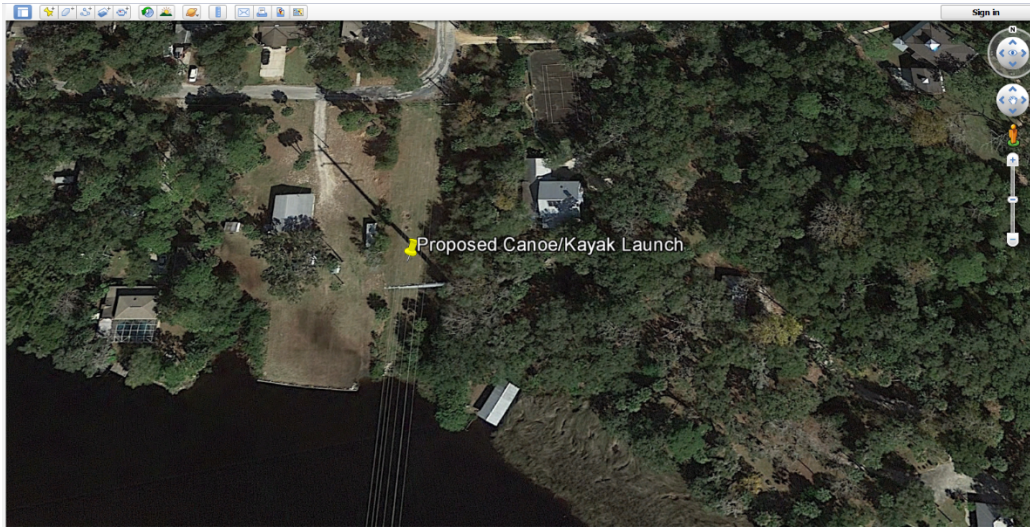
- Option One: Keep property posted as "no trespassing" and apply for a fence permit to install the fence to protect the drainage assets.
- Option Two: Budget in FY17 for engineering services to develop a site plan and provide a construction estimate. Fund project in CIP, seek grants and construct in FY18.
 - Suggested park rules:
 - Park hours would be dawn to dusk
 - No trailer parking
 - No motorized boats
 - Be respectful of neighbors and take what you bring
- Option Three: Seek additional property acquisition along the creek and look for partnerships for increased public access.

Recommendation: Discuss all options and provide feedback to staff. Staff recommendation is to proceed with fencing Bonk's landing and investigate other available real estate options with Spruce Creek access.

Rationale:

- The city has been approached by the Hall/Friday family about purchasing 9 acres on the creek off of Williamson Blvd. It has around 200 ft. of creek frontage within 500 yds. of the City-owned Russell property. A home on the property would have to be demolished and a road improved or built to gain adequate access.
- The owners of Cracker Creek have approached the City expressing interest in the possible sale of 20 acres on Taylor Road with Creek access which is also in close proximity to the Russell property. A detailed assessment has yet to be accomplished.
- Budget land acquisition in CIP and seek grants to purchase. Phase project with future grants and seek partnerships.
- These sites would meet the expected population growth and provide for more community accessibility to the creek.

Spruce Creek Road Site/Bonk's Landing Site



View looking towards Spruce Creek



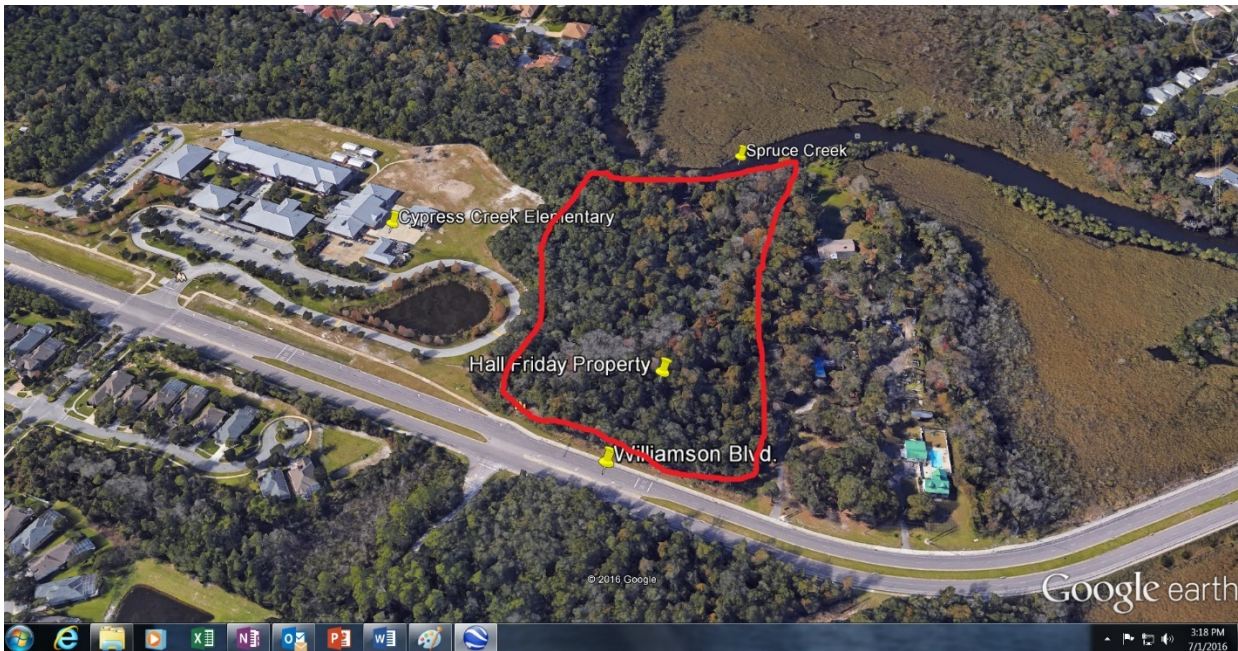
Launch area at the Creek

View looking from Spruce Creek to Road

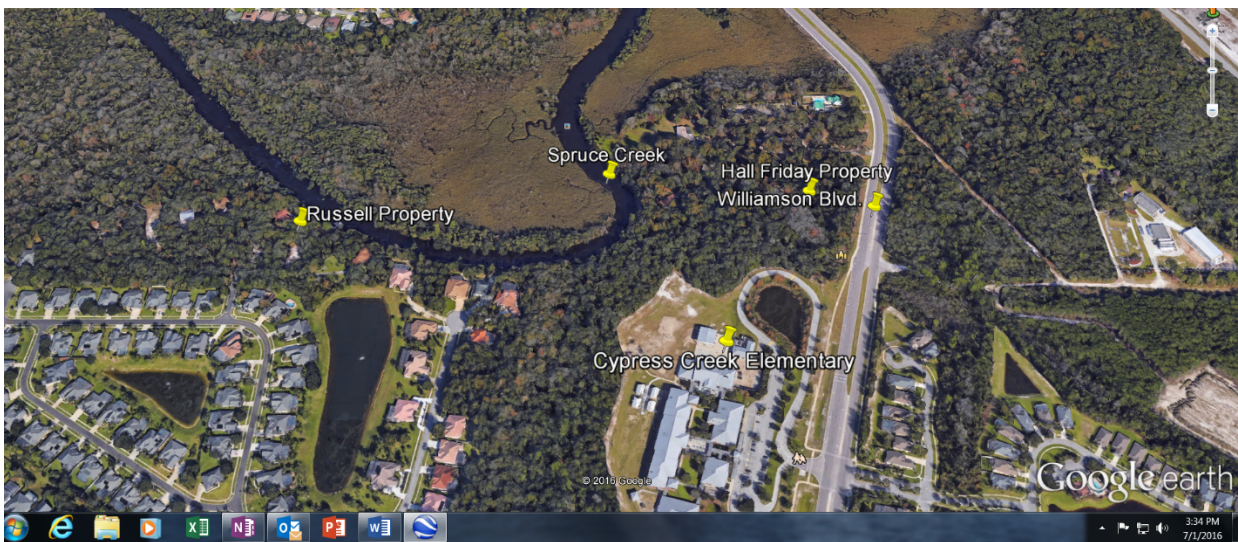


Sediment traps

Hall/Friday Property



Hall/Friday Property in relation to the Russell Property



View 1 of Spruce Creek from Hall/Friday Property



View of dock on Hall/Friday Property



View 2 of Spruce Creek from Hall/Friday Property





CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 07/19/2016

Consent item: No

SUBJECT: Approval of Fiscal Year 2017 Strategic Plan

DEPARTMENT: City Manager

GOAL: All

OBJECTIVE: All

RECOMMENDED MOTION: Move to approve Fiscal Year 2017 Strategic Plan.

SUMMARY: The City acquired the services of Management Partners to help gather data, opinions and facilitate input sessions from all stakeholders related to the City's five-year strategic plan. The City of Port Orange strategic plan includes goals that are important to residents and City leaders and are attainable. It also includes objectives identified by the public and City Council. Consensus was developed for a vision and mission that is supported by six goals and objectives representing projects and initiatives that provide City staff details about expectations for the future.

In collaboration with the City's strategic planning team, Management Partners performed the following activities:

Conducted individual interviews with City Council members, the city manager and assistant city manager.

Held a focus group with senior staff.

Conducted a community engagement session to hear residents' ideas about the future of Port Orange. Growth, management, safety, transparency, and traffic were subjects important to the participants.

Developed an environmental scan to assess current conditions, trends and projections.

Reviewed results of the City's annual citizen survey.

Conducted a workshop with Council members and the City's management team to assess current conditions, review the mission and vision statements and develop goals and objectives for the future.

Tonight Management Partners is presenting the draft strategic plan report and City staff is requesting approval of the five-year plan. The strategic plan reports the priorities that will guide budgeting and resource allocation for the next several years. While it is intended to be a roadmap to success based on current needs, this plan should not be

viewed as static for the next five years and if priorities shift, the City will work to adjust accordingly.

After the strategic plan is accepted, Management Partners will work with staff on an implementation action plan. It will provide a detailed roadmap for success to aid staff in accomplishing these goals over the next five years.

Project Funding Account
No.: No.:

ATTACHMENTS:

1.	Draft Strategic Plan	2139001_Port_Orange_StraPlan.pdf
2.	Strategic Plan PowerPoint	2139001_PortOrange_ProjectPPT.pptx

Alan Rosen
M. Jake Johansson

Created/Initiated - 07/11/2016
Final Approval - 07/12/2016

City of Port Orange, Florida

Strategic Plan

2016 to 2020



Includes

Vision

Mission

Goals

Objectives

Performance Indicators



Prepared for the City of Port Orange, Florida by Management Partners



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Goal 6: Organizational Excellence	8
Conclusion	10
Attachment A	11



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Approach



In 1867, Port Orange was established and in 1925, it became a city.

The City of Port Orange strategic plan includes goals that are important to residents and City leaders and are attainable. It also includes objectives identified by the public and City Council. Consensus was developed for a vision and mission that is supported by six goals and objectives representing projects and initiatives that provide City staff details about expectations for the future.

In collaboration with the City's strategic planning team, Management Partners performed the following activities.

- Conducted individual interviews with City Council members, the city manager and assistant city manager.
- Held a focus group with senior staff.
- Conducted a community engagement session to hear residents' ideas about the future of Port Orange. Growth, management, safety, transparency, and traffic were subjects important to the participants.
- Developed an environmental scan to assess current conditions, trends and projections.
- Reviewed results of the City's annual citizen survey.
- Conducted a workshop with Council members and the City's management team to assess current conditions, review the mission and vision statements and develop goals and objectives for the future.

The strategic plan reports the priorities that will guide budgeting and resource allocation for the next several years.

The 2015 estimated population of Port Orange was 58,656; a 4.7% increase since the 2010 census

Port Orange encompasses approximately 28.8 square miles of land area

The 2016 Citizen Survey included 1,878 responses, a 62% increase over the number of responses in 2015



Vision and Mission



The vision and mission represent the long-term aspirations for where the City is headed and the ongoing commitment of Council and the leadership team to quality municipal services.

Vision

A vibrant, prosperous, attractive and economically ageless community where the natural environment, culture and quality of life today meet the continuing opportunities for fun, success and security in the future. This makes Port Orange a great place to live work and play.

Mission

Port Orange provides a full range of high quality municipal services to all our stakeholders in a safe, clean, attractive environment while safeguarding our natural resources and building on strong sense of community.



Goal 1: Public Safety



To provide excellent public safety services for the residents, businesses and visitors of Port Orange by maintaining preparedness for emergency and routine events within our public safety infrastructure.

Performance Indicators

Percent of respondents rating police response time as satisfactory or higher

Percent of fire emergency response times that meet or exceed the National Fire Protection Association (NFPA) standard

Percent of respondents rating Community Policing initiatives as effective

Objectives

- 1: Educate the public on all aspects of public safety including emergency management
- 2: Provide public safety services that meet or exceed national standards
- 3: Use intelligence-based policing to allocate resources
- 4: Increase and enhance community policing initiatives
- 5: Establish an effective comprehensive emergency management plan
- 6: Investigate Emergency Medical Services transport



Goal 2: Infrastructure



To preserve and develop city infrastructure and assets through careful planning, construction and maintenance of transportation, drainage, utilities and facilities in order to ensure the safety and viability of Port Orange for its residents, businesses and visitors.

Performance Indicators

Compliance rates with FDEP permit requirements as reported in Discharge Monitoring Reports (DMRs)

Percent of funded projects completed on time

Percent of asset inventory assessments performed

Percent of planned CIP projects funded

Objectives

- 1: Keep low quality water from entering creeks and rivers.
- 2: Link and prioritize funding to achieve the desired infrastructure outcomes.
- 3: Perform a condition assessment and inventory assets.
- 4: Develop an integrated master plan to maintain current and new infrastructure and facilities.



Goal 3: Quality of Life



To enhance the quality of life by creating an aesthetically pleasing environment, ample park spaces and a multitude of community events so that residents and visitors can enjoy the natural and planned setting without having to leave Port Orange.

Performance Indicators

Park acreage per thousand population

Recreation facility square feet per thousand population

Percent change in traffic volumes on

- *Primary arterials*
- *Secondary arterial*

Percent of Riverwalk Park phases completed as scheduled

Percent change in satisfaction with the appearance of city streets and major corridors

Objectives

- 1: Increase the capacity of parks and recreation facilities to meet City demand.
- 2: Plan, fund and build paths and trails that connect people to parks and places.
- 3: Plan, fund and complete the Riverwalk Park.
- 4: Improve and maintain the visual aesthetics of the City.
- 5: Improve traffic flow in the City by working with Federal, State and County governments.
- 6: Provide recreation opportunities and programs for youth and adults.
- 7: Provide additional cultural and community events.
- 8: Establish a historic preservation plan.



Goal 4: Economic Development



To increase economic opportunities consistent with the community vision by developing and marketing city assets in order to invest in the local economy for the benefit of Port Orange residents and businesses.

Performance Indicators

Percent change in property values

Percent change in average value of commercial permits

Percent change in number of jobs supplied by Port Orange businesses

Objectives

- 1: Increase property value through redevelopment and revitalization concentrating on areas East of Spruce Creek Road.
- 2: Brand and market Port Orange more aggressively for competitive high quality development.
- 3: Pursue additional annexation and incentives, where feasible.
- 4: Develop additional incentives to attract jobs.
- 5: Promote development that supports mixed-use venues and events.
- 6: Explore alternatives for fiber optic connectivity in business hubs.
- 7: Explore innovative incubator opportunities.



Goal 5: Fiscal Sustainability



To enhance the fiscal sustainability of the City through both technology and sound financial decision-making to ensure the organizational viability needed to serve the residents and businesses of Port Orange.

Performance Indicators

Percent change in unfunded pension liability

Percent change in General Fund revenue from non-traditional sources

Percent of respondents who agree that financial transparency has improved

Percent change in number of significant deficiencies in audits

Objectives

- 1: Explore all options to reduce unfunded pension liabilities in a responsible manner.
- 2: Develop a funding strategy including aggressively searching for alternative funding sources to support City projects, operations and programs.
- 3: Develop a policy for the consistent application of fees and charges.
- 4: Increase financial transparency.
- 5: Increase financial controls and capabilities.



Goal 6: Organizational Excellence



To enhance organizational efficiency and effectiveness through a highly motivated, committed and stable workforce that continuously improves services and positive communication in order to better serve internal and external stakeholders.

Performance Indicators

Percent change in the average number of days to fill a position vacancy

Percent change in staff turnover

Percent of departmental succession plans completed

Percent change in the average number of professional development training hours completed

- *Per department*
- *Per position*

Percent of policies reviewed annually

Objectives

- 1: Continue to recruit high quality personnel in a timely manner
- 2: Leverage current and future technology (connectivity, IT, ERP, website, social media platforms, City services mobile platforms and e-newsletter)
- 3: Provide a competitive compensation package to attract and retain high quality staff
- 4: Provide training for proper professional development
- 5: Create a succession plan and knowledge transfer protocols for each department
- 6: Routinely review and update policies and train staff to ensure uniform compliance and application
- 7: Continue to establish a positive working relationship with bargaining units



Percent of survey respondents rating overall communication by the City as good or excellent

8: Improve internal and external communication including the City image



Conclusion



This Strategic Plan includes six goals that address infrastructure, quality of life, economic development, fiscal sustainability, public safety and organizational excellence. Attachment A provides project ideas generated during the strategic planning workshop.

An Implementation Action Plan will accompany this document. It describes and sequences the actions required to implement each of the strategies to accomplish the goals of the Strategic Plan. The Implementation Action Plan is provided as a separate document.

Port Orange leaders and staff are committed to excellence in public service and continuous improvement. This Strategic Plan demonstrates that commitment.

City of Port Orange Council

Allen Green
Mayor

Drew Bastian
Vice Mayor/ District 3

Bob Ford
District 1

Donald Burnette
District 2

Scott Stiltner
District 4



Attachment A

Many project-related ideas were discussed during the strategic planning workshop. These items are listed below.

Projects List

Infrastructure

- Virginia Avenue drainage
- Ruth/Dunlawton drainage
- Sleepy Hollow drainage
- East Side/River drainage
- Pineland Bridge road repair
- Ryanwood Bridge road repair
- Yorktowne road repair
- Dunlawton traffic light synchronization
- Cross bridge over Dunlawton and Halifax road repair
- Town West beautification
- Kayak Dock at Spruce Creek
- Bruner Road sidewalk
- Police building/facility improvement and renovation
- Expand Madeline from Clyde Morris to Williamson
- Expand Willow Run to four lanes with traffic signals and stop signs
- Add additional right turn lanes on thoroughfares (westbound lanes of Dunlawton to City Center Parkway)

Economic Development

- Plan for an industrial and commercial development area west of Tomoka Farms Road

Public Safety

- Purchase of a fire quint and staffing changes could result in an improved ISO fire rating



City of Port Orange 2016 to 2020 Strategic Plan

July 20, 2016

Jacquelyn McCray, Ph.D.

Management
Partners



Objectives

- Develop high level goals that are attainable and realistic
- Facilitate a community engagement session
- Include executive staff members in data gathering and the identification of strategic priorities

Methodology and Process

- Conducted individual interviews and facilitated focus groups to identify key issue areas
- Assisted City staff with preparation of an environmental scan
- Conducted a strategic planning workshop with the Mayor, Councilmembers, the City Manager and executive team on April 26, 2016

Community Input Encouraged

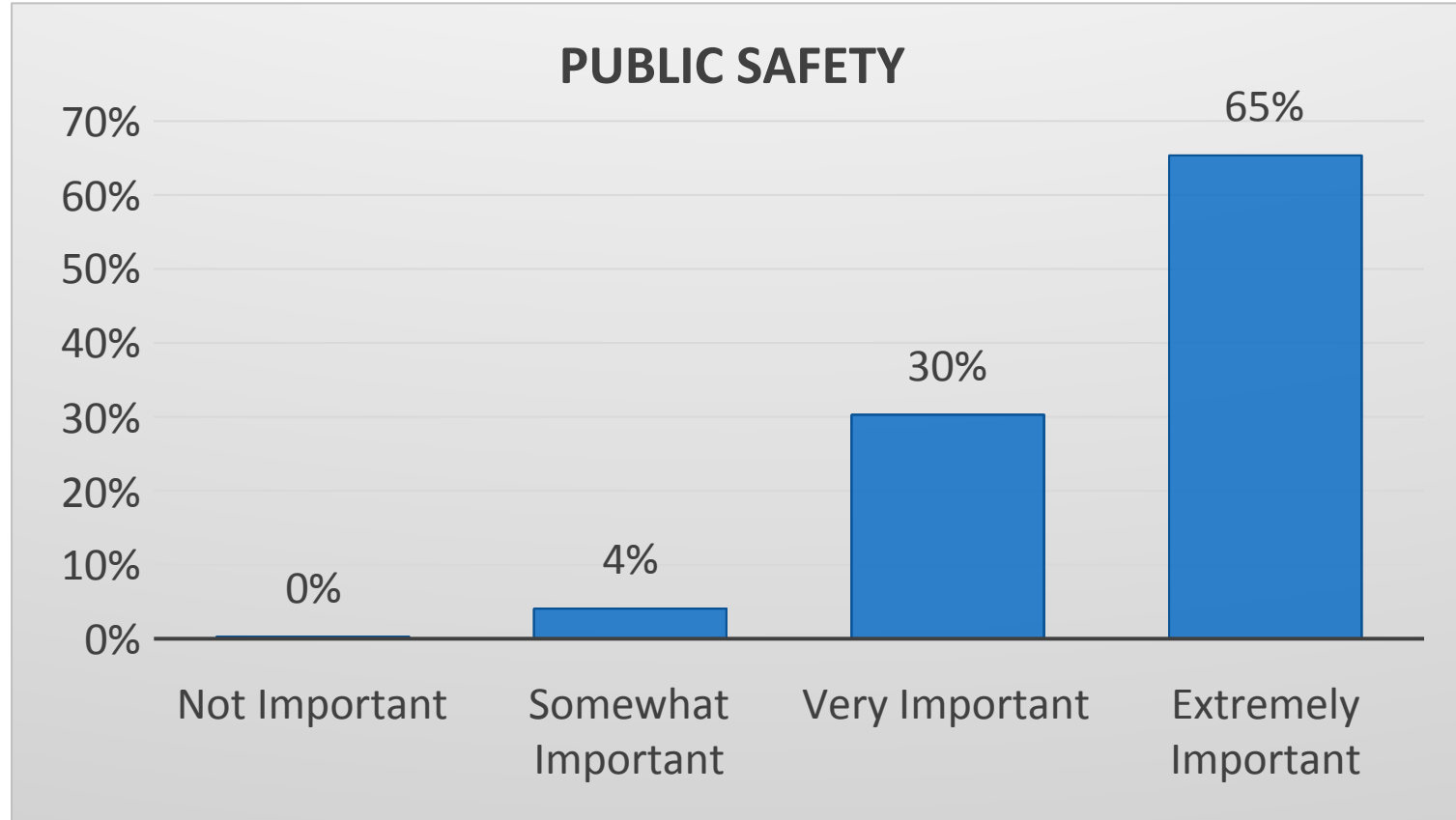


- Held a community input session with Port Orange residents and stakeholders on March 30, 2016

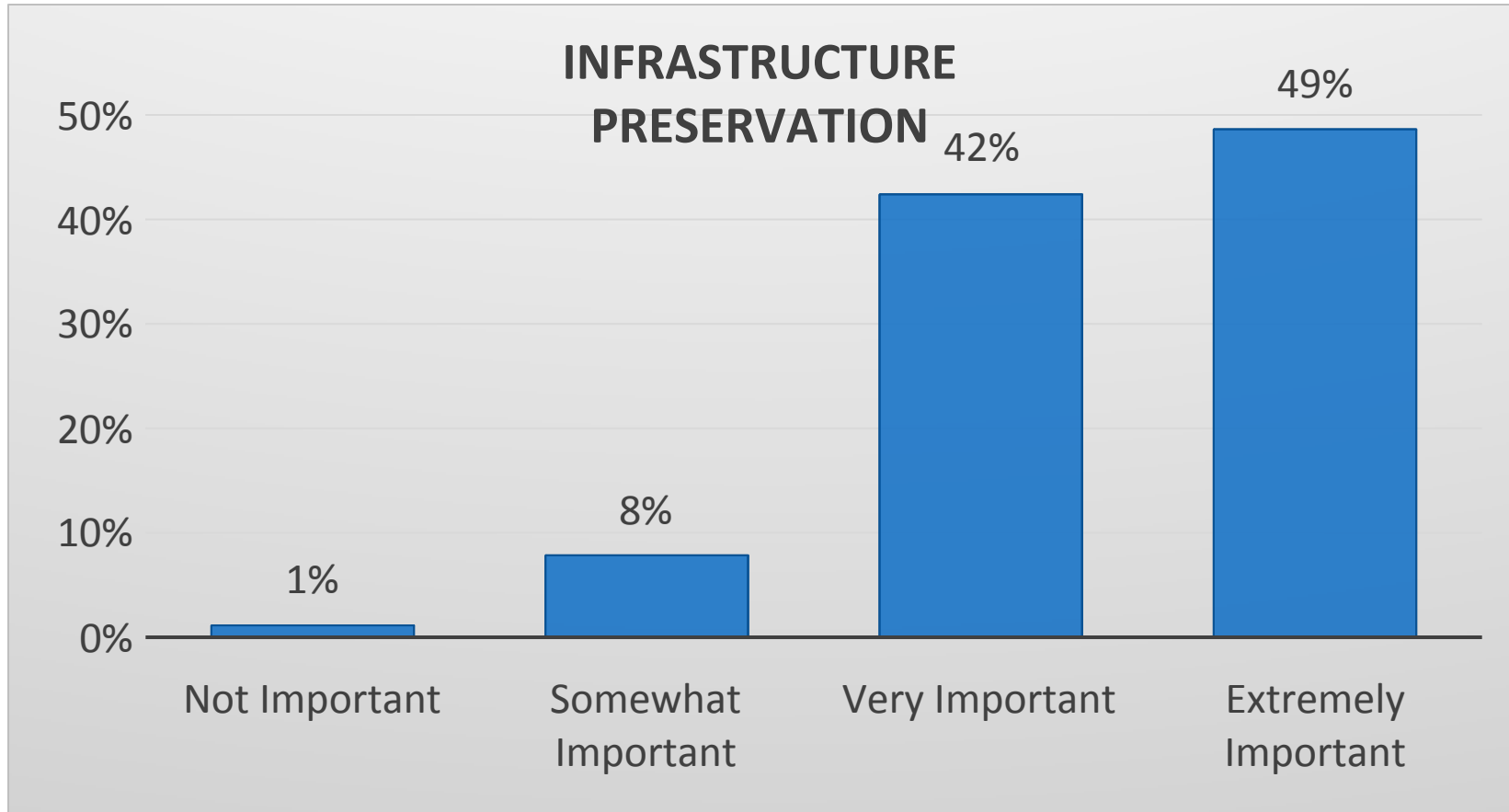
Key Themes

- Encourage greater participation in the Citizens Police Academy: generate awareness
- Plan for infrastructure needs
- Improve safety and control traffic volumes
- Plan and manage growth responsibly
- Maintain fiscal sustainability
- Promote organizational efficiency

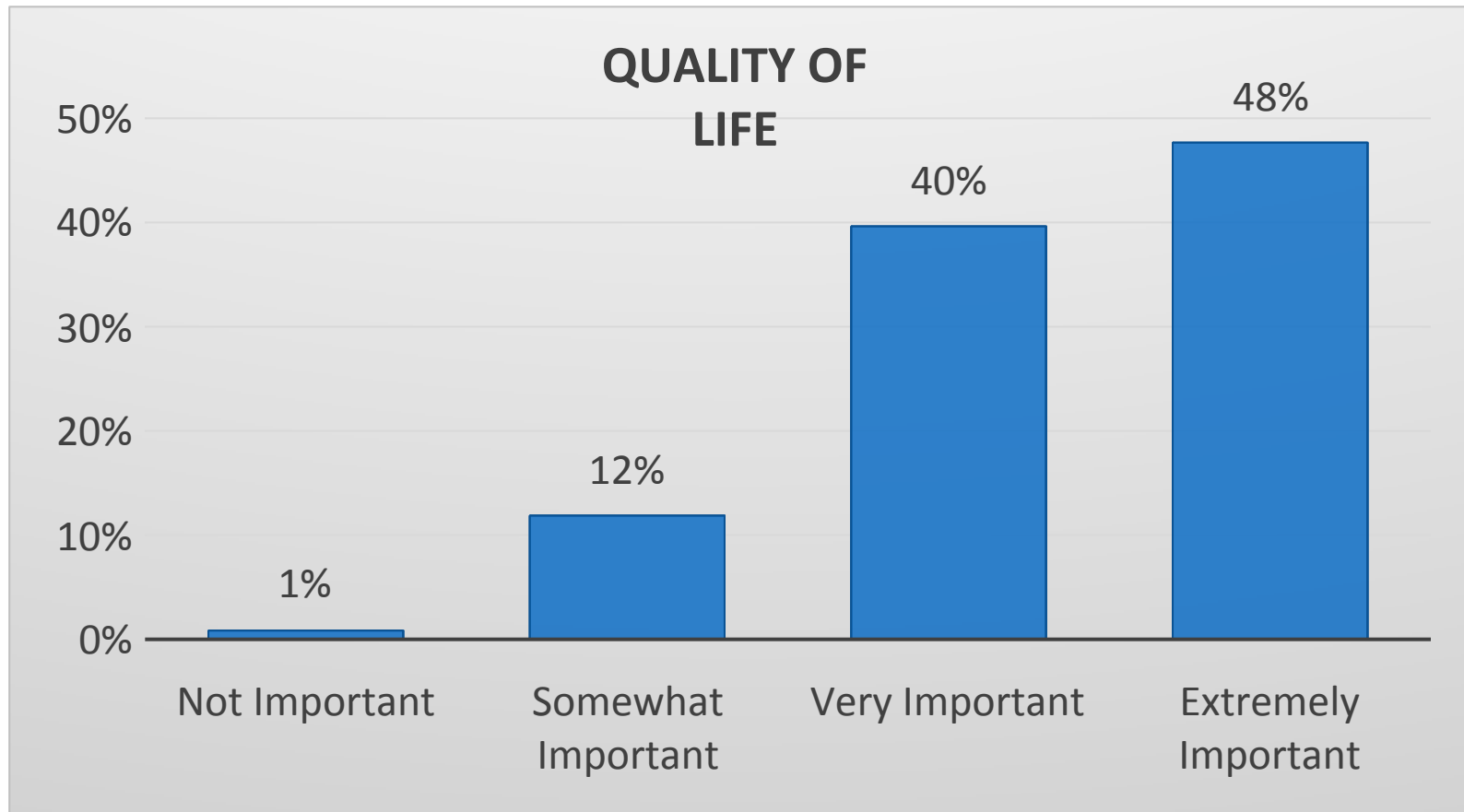
Prior Year Goal Approval



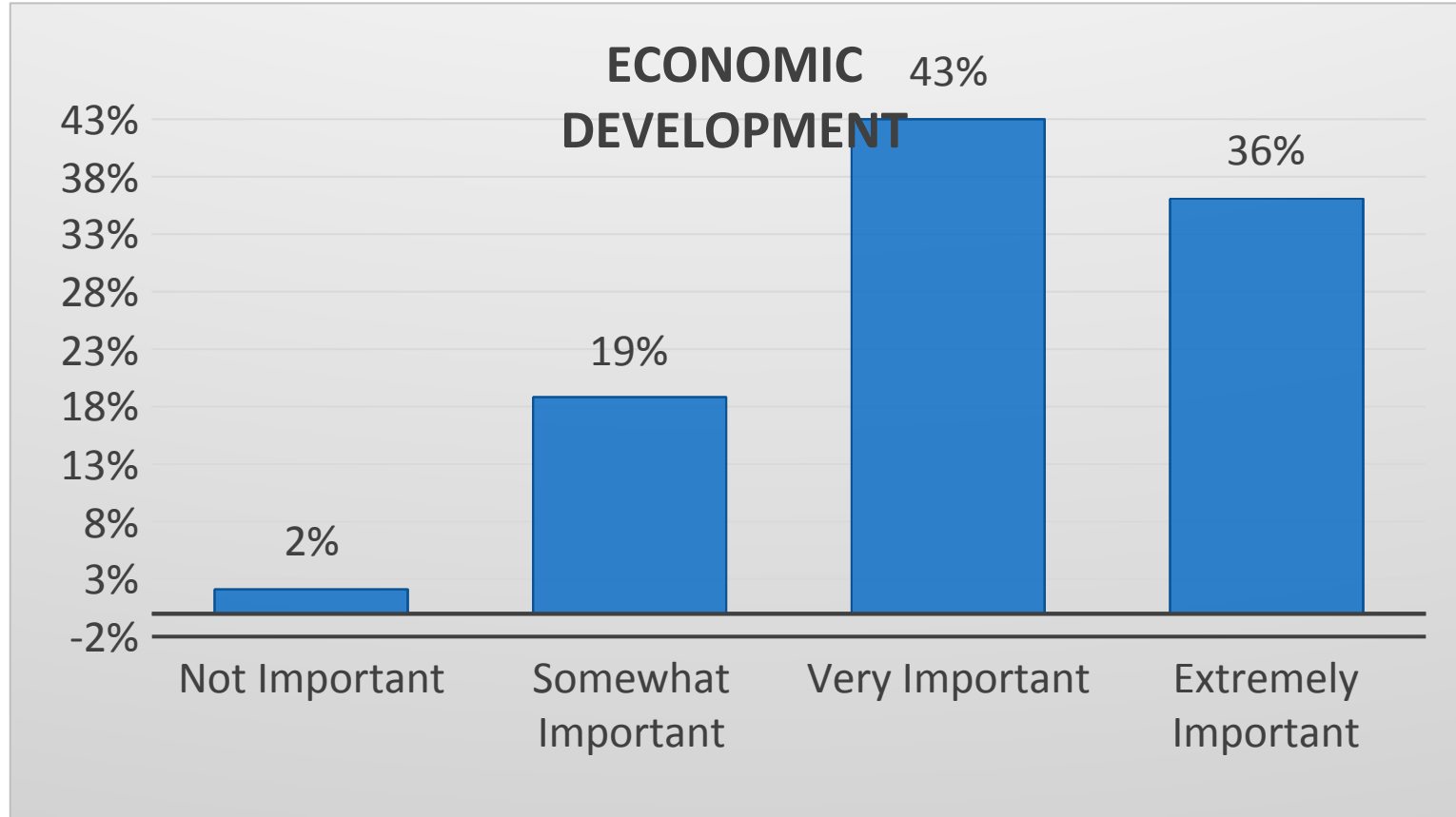
Prior Year Goal Approval



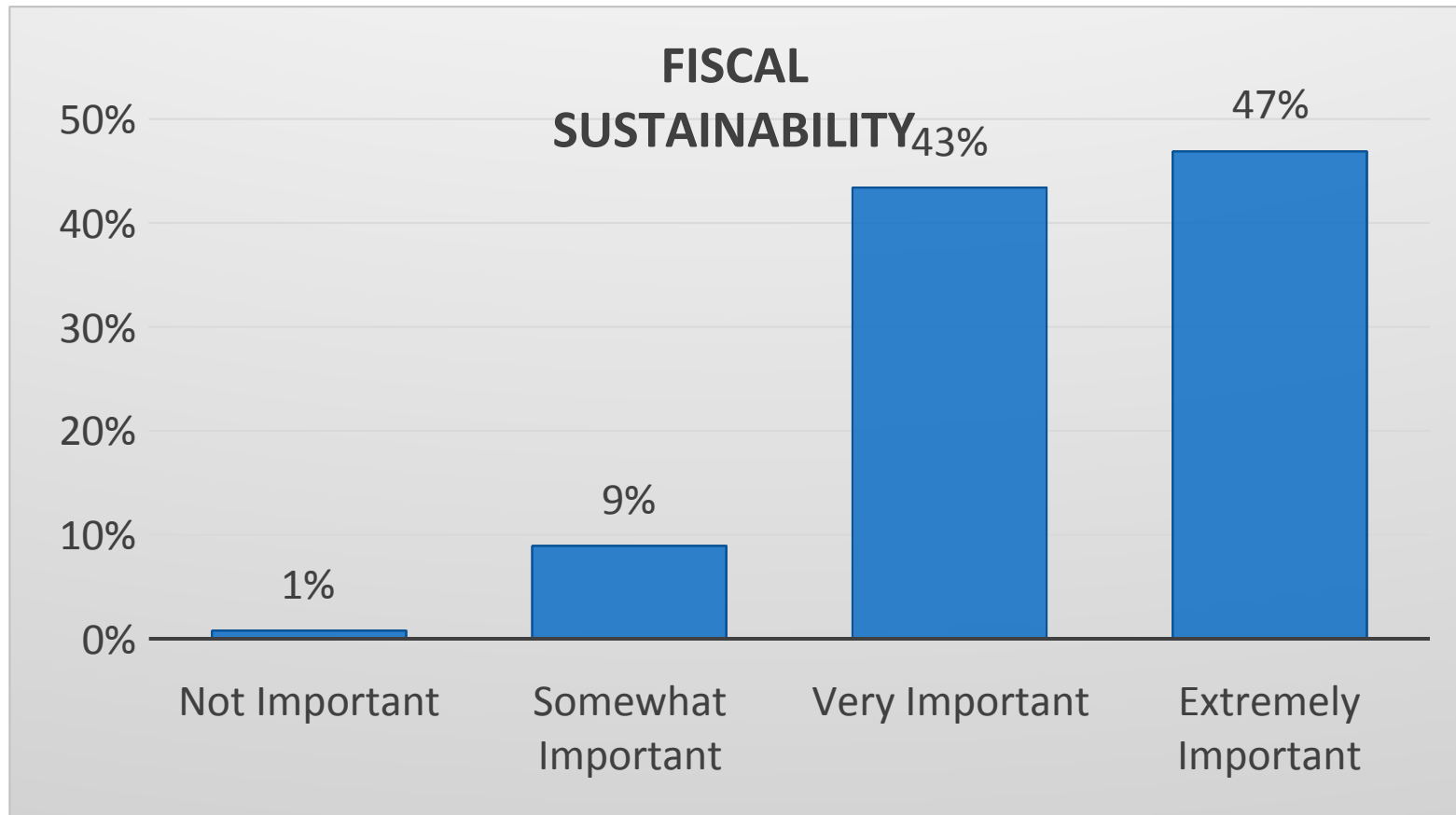
Prior Year Goal Approval



Prior Year Goal Approval



Prior Year Goal Approval



Prior Year Goal Approval



Vision

A vibrant, prosperous, attractive and economically ageless community where the natural environment, culture and quality of life today meet the continuing opportunities for fun, success and security in the future. This makes Port Orange a great place to live work and play.

Mission

Port Orange provides a full range of high quality municipal services to all our stakeholders in a safe, clean, attractive environment while safeguarding our natural resources and building on strong sense of community.

Goals

- Six Strategic Planning Goals
 1. Public Safety
 2. Infrastructure
 3. Quality of Life
 4. Economic Development
 5. Fiscal Sustainability
 6. Organizational Excellence

Objectives

- Each goal is supported by a number of objectives that will be implemented over the next five years.
- Proposed performance indicators to monitor implementation of the objectives are included in the plan.

Next Steps

- Prepare a draft Implementation Action Plan
 - Key implementation steps
 - Lead responsibility
 - Resources needed
 - Timeline
 - Success indicators

Thank You!

Questions?

Jacquelyn McCray, Ph.D.

jmccray@managementpartners.com



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 07/19/2016

Consent item: No

SUBJECT: First Reading - Ordinance No. 2016-12 - Code Enforcement Lien Reduction

DEPARTMENT: Community Development

GOAL:

OBJECTIVE:

RECOMMENDED MOTION: Move to approve Ord. No. 2016-12

SUMMARY:

BACKGROUND

The City uses code enforcement fines as a tool to encourage compliance with the Code after a property owner has been notified that a violation exists and has been given a reasonable period of time to correct said violation. These fines can be a useful method to gain compliance, but they can also hinder compliance when they grow to an amount that is disproportionate to the value of the property. When this occurs, the same fines that were once imposed to encourage compliance, end up becoming a disincentive for an existing owner or new owner to bring the property into compliance. This is contrary to the primary objective of imposing code enforcement fines which is compliance with the Code, not generating revenue.

The City Council approved Resolution 15-74 in an attempt to create a temporary amnesty program that would provide a process in which property owners could request and receive a reduction to code enforcement liens. A revised approach is now being proposed to address some of the shortfalls in the test program.

PROPOSED LIEN REDUCTION PROGRAM

Fine Cap. The newly proposed lien reduction program will cap all code enforcement fines to an amount not to exceed 50% of the value of the property. The value of the property will be determined by the "just value" listed on the Volusia County Property Appraiser's website. This cap will ensure that code enforcement fines never become disproportionate to the value of the property on which the fine is assessed. This cap does not apply to actual costs expended by the City to enforce compliance and/or mitigate violations (i.e. mowing, demolition, securing, etc.).

Lien Reduction. In addition to the cap on fines, eligible property owners will be able to apply for a code enforcement lien reduction. If all eligibility criteria are met, the lien may be reduced by up to 80%. The lien shall not be reduced to an amount less than the actual costs expended by the City to enforce compliance and/or mitigate violations. This reduction will incentivize compliance and also secure the hard-costs expended by the City.

Eligibility. In order to be eligible for a lien reduction, all property owned by the applicant must be in compliance, and the applicant must own the property on which the lien sought to be reduced has been imposed. The applicant must be free of any outstanding debts owed to the City or taxes due to the county. If the applicant owned the property at the time of the finding of violation that resulted in the lien, he or she will only be eligible to apply for a lien reduction once, and may not apply to reduce a subsequent code enforcement lien for a repeat offense on the same property. This method will incentivize compliance for owners who may be unable to pay a large fine, while protecting against abuse of the lien reduction program. Once reduced, the applicant will have 60 days to pay the reduced lien, or the reduction will be nullified.

Authority. Under the proposed lien reduction program, the Community Development Director, with the advice of the City Attorney, will be authorized to reduce code enforcement liens in accordance with the guidelines established by City Council. Appeals may be heard by the City Manager for a final decision.

CONCLUSION

By adopting the proposed lien reduction program, the City Council will codify a permanent solution that can be uniformly applied to those individuals eligible for a reduction who have made a good faith effort to comply with the City's Code by remedying any existing code violations. We will no longer have exorbitant code enforcement fines that tend to operate as an obstacle in the path to compliance. This approach will not affect the City's other tools for enforcing compliance with the Code such as foreclosing on a code enforcement lien (unless the property is a

homestead) or filing an action for injunctive relief. Reducing liens in accordance with the proposed program will better align our code enforcement practice with its intended purpose of gaining compliance with the Code.

Project Funding Account
No.: No.:

ATTACHMENTS:

1.	Ord. No. 2016-12	.pdf
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Matthew Jones	Created/Initiated - 07/12/2016
Wayne Clark	Approved - 07/13/2016
Tracey Riehm	Approved - 07/13/2016
Margaret Roberts	Approved - 07/14/2016
M. Jake Johansson	Final Approval - 07/14/2016

ORDINANCE NO. 2016-12

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 2, ARTICLE V, DIVISION 2, SECTION 2-214 OF THE CODE OF ORDINANCES RELATING TO CODE ENFORCEMENT FINES, TO IMPOSE A CAP ON CODE ENFORCEMENT FINES; AMENDING DIVISION 3, TO CREATE A LIEN REDUCTION PROCEDURE; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2, *Constitution of the State of Florida*, authorizes the City of Port Orange to exercise any power for municipal purposes except as otherwise provided by law; and

WHEREAS, Section 162.09(3), Florida Statutes, provides that a lien arising from a fine imposed pursuant to this section runs in favor of the local governing body, and the local governing body may execute a satisfaction or release of lien entered pursuant to this section; and

WHEREAS, the City Council recognizes that the main objective of any code enforcement action is to gain compliance with the city's codes; and

WHEREAS, the City Council recognizes that a lien imposed on property that is disproportionate to the property's value impedes the transfer and rehabilitation of said property, and increases the likelihood of a continual and perpetual code enforcement violation; and

WHEREAS, the City Council wishes to limit code enforcement fines to a proportion of the property value of the offending property in order to avoid creating a disincentive for compliance; and

WHEREAS, the City Council wishes to incentivize compliance with its codes by creating a lien reduction program that rewards eligible applicants for compliance; and

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

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

SECTION 1. The City Council of the City of Port Orange, Florida hereby amends Chapter 2, Article V, Division 2, Section 2-214 of the Code of Ordinances to read as follows:

Sec. 2-214. - Administrative fines; liens generally.

- (a) The code enforcement board, upon notification by the code compliance inspector, or the code enforcement manager, that a previous order of the code enforcement board has not been complied with by the set time or upon finding that a repeat violation has been committed, may order the violator to pay a fine in an amount specified in this section for each day the violation continues past the date set by the code enforcement board for compliance or, in the case of a repeat violation, for each day the repeat violation continues, beginning with the date the repeat violation is found by the code inspector to have occurred. In addition, if the violation is a violation described in F.S. 162.06(4), or its successor, the code enforcement board shall notify the city council, which may make all reasonable repairs which are required to bring the property into compliance and charge the violator with the reasonable cost of the repairs along with the fine imposed pursuant to this section. Making such repairs does not create a continuing obligation on the part of the city council to make further repairs or to maintain the property and does not create any liability against the city for any damages to the property if such repairs were completed in good faith. If a finding of a violation or a repeat violation has been made as provided in this section, a hearing shall not be necessary for issuance of

the order imposing the fine. If, after due notice and hearing, the code enforcement board finds a violation irreparable or irreversible in nature, it may order the violator to pay a fine as specified in subsection (b).

- (b) A fine imposed pursuant to this section shall not exceed \$250.00 per day for a first violation, \$500.00 per day for a repeat violation, and up to \$5,000.00 per violation if the code enforcement board finds the violation to be irreparable or irreversible in nature, except as increased as provided herein upon resolution of the city council. In the event the city population increases to a population equal to or greater than 50,000 persons, then the city manager may bring forth a resolution to the city council which certifies that the population has increased and surpassed 50,000 persons, and the city council through approval of this resolution, by a majority vote plus one, may authorize the imposition of fines in excess of those set forth above. Upon the city council's authorization by resolution, such fines shall not exceed \$1,000.00 per day per violation for a first violation, \$5,000.00 per day per violation for a repeat violation, and up to \$15,000.00 per violation if the code enforcement board or special master finds the violation to be irreparable or irreversible in nature. For the purposes of this section, each day shall be considered a separate violation. In addition to any fines, the code enforcement board may impose additional fines to cover all costs incurred by the city in enforcing its codes and all costs of repairs pursuant to subsection (a).
- (c) In determining the amount of the fine, if any, the code enforcement board shall consider the following factors:
- (1) The gravity of the violation;
 - (2) Any actions taken by the violator to correct the violation; and
 - (3) Any previous violations committed by the violator.
- (d) A fine imposed by the code enforcement board or special magistrate shall not exceed fifty percent of the just value of the real property where the violation occurred; however, this cap shall not apply to the city's actual abatement, administrative, and prosecutorial costs incurred during enforcement. Just value

shall be determined by the just value listed by the Volusia County Property Appraiser as of the date of the order assessing the fine.

~~(de)~~ The code enforcement board may reduce a fine imposed pursuant to this section.

(ef) A certified copy of an order imposing a fine, or a fine plus repair and prosecution costs, may be recorded in the public records and thereafter shall constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the violator. The city council may petition the circuit court for enforcement of the order, and the order shall be enforceable in the same manner as a court judgment by the sheriffs of this state, including execution and levy against the personal property of the violator, but such order shall not be deemed to be a court judgment except for enforcement purposes. A fine imposed pursuant to this section shall continue to accrue until the violator comes into compliance or until judgment is rendered in a suit to foreclose on a lien filed pursuant to this section, whichever occurs first. A lien arising from a fine imposed pursuant to this section runs in favor of the city, and the city may execute a satisfaction or release of lien entered pursuant to this section. After three months from the filing of any such lien, which remains unpaid, the code enforcement board may authorize the city attorney to foreclose on the lien. No lien created pursuant to the provisions of this article may be foreclosed on real property which is a homestead under Article X, Section 4 of the State Constitution of the State of Florida. All fines and liens imposed by the code enforcement board shall bear interest at the rate provided by law for court judgments. Such liens may be foreclosed in the same manner as provided by law for the foreclosure of mortgages.

SECTION 2. The City Council of the City of Port Orange, Florida hereby amends Chapter 2, Article V, Division 2 of the Code of Ordinances to establish a new Section 2-226 to read as follows:

Sec. 2-226. – Lien Reduction Program.

(a) Purpose. This section shall be known as the Lien Reduction Program. This program is offered to provide eligible property owners with an opportunity to

seek a reduction to code enforcement liens recorded against the owner's property in accordance with the procedure described herein.

(b) Applications. Applications shall be made in writing on a form approved by the community development director. Completed applications shall be submitted to the community development director, or his or her designee, together with a non-refundable application fee of \$100 by mail or hand-delivery to City Hall.

(c) Eligibility. In order to be eligible for a lien reduction, the applicant shall meet the following criteria:

(1) The applicant owns the property that is the subject of the lien;

(2) All property located within the city and owned by the applicant is in compliance with the code and has no uncorrected violations; and

(3) The applicant does not have any outstanding debts owed to the city or taxes due to the county, except for the lien sought to be reduced.

(d) Exclusions and limitations.

(1) If the applicant owned the property which is the subject of the lien at the time the code enforcement lien sought to be reduced was imposed and meets the eligibility criteria, he or she may only participate in this program once. Any subsequent code enforcement liens imposed on the same property while owned by the same owner shall not be eligible for lien reduction under this program.

(2) Any lien reduction pursuant to this program shall be void in the event that an applicant who applies for and receives a lien reduction subsequently rents, leases, sells or otherwise transfers or conveys the property to the individual or entity that owned the property at the time the code enforcement lien was imposed if said transfer or conveyance takes place within a five year period from the date of lien reduction approval. Any voided lien reduction pursuant to this subsection shall result in a new lien being recorded by the city for the full lien amount prior to the reduction.

(e) Application approval. The community development director shall have the authority to approve or deny applications consistent with this section.

- (f) Lien reduction and payment. An applicant who is determined eligible to receive a code enforcement lien reduction shall have sixty (60) days to pay either 20% of the outstanding code enforcement lien amount or the city's actual abatement, administrative, and prosecutorial costs incurred during enforcement, whichever is greater. The city shall record a satisfaction of lien upon payment of the reduced lien amount within sixty (60) days of the lien reduction approval. If the reduced lien amount is not paid within sixty (60) days from the date of approval, the lien amount will revert to the original lien amount and the application fee shall be forfeited.
- (g) Judicially imposed sale. Any proceeds received by the city through a foreclosure sale, tax deed sale, or other judicially imposed sale, shall be applied to the outstanding lien amount prior to any lien reduction application being processed. The remaining lien amount may then be reduced pursuant to the procedures set forth herein.
- (h) Appeal. Any individual or entity aggrieved by the decision of the community development director regarding an application for lien reduction may appeal the decision to the city manager in writing within ten (10) days of the community development director's decision. A request to appeal shall contain at a minimum the name of the applicant, a copy of the original application, a copy of the community development director's decision, and the grounds for appeal. The decision of the city manager on appeal shall be final.

SECTION 4. The provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Port Orange and the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

SECTION 5. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 6. 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 7. This ordinance shall become effective immediately upon final passage by the City Council.

MAYOR ALLEN GREEN

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the day of _____, 2016

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

Reviewed and Approved: _____
Deputy City Attorney



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 07/19/2016

Consent item: No

SUBJECT: First Reading - Ordinance No. 2016-13 - Utilize Non Ad Valorem Assessments

DEPARTMENT: Finance

GOAL:

OBJECTIVE:

RECOMMENDED MOTION: Move to approve Ordinance No. 2016-13.

SUMMARY: Section 74-156 has been revised to reflect the Council's guidance provided in the May 31, 2016 workshop.

Noteworthy changes include:

Adoption of the list of surfaces considered impervious by the Volusia County Property Appraiser (with the exception of wood decking)
Clarification in the definition of residential units
Confirmation that the Uniform Method will be used to bill and collect the Non-Ad Valorem Assessment for all properties except for churches receiving a utility bill and City owned properties.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Ord. No. 2016-13	Ord. No. 2016-13.pdf
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Robin Fenwick
Tracey Riehm
Margaret Roberts
M. Jake Johansson

Created/Initiated - 07/11/2016
Approved - 07/14/2016
Approved - 07/15/2016
Final Approval - 07/15/2016

ORDINANCE NO. 2016-13

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA RELATING TO ARTICLE V,
STORMWATER UTILITY; RESTATING AND AMENDING
DEFINITIONS; ESTABLISHMENT OF THE STORMWATER
DRAINAGE UTILITY, DUTIES, IMPERVIOUS SURFACE
CALCULATION, APPEAL OF IMPERVIOUS SURFACE
CALCULATION, UTILITY FEE, STORMWATER
MANAGEMENT FUND AND FEE COLLECTION;
PROVIDING FOR CONFLICTING ORDINANCES;
PROVIDING FOR CODIFICATION; PROVIDING FOR
SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Port Orange established the Stormwater Utility and in 2005 pursuant to Ordinance No. 2005-24 dated June 28, 2005 collected the Non-Ad Valorem Assessment by utilizing the uniform method of stormwater utility fee collection as authorized in Section 197.3632, Florida Statutes, and as agreed upon with the Volusia County Property Appraiser and Tax Collector; and

WHEREAS, the City Council has determined that it is in the best interests of the citizens of the City of Port Orange to restate and amend the Stormwater Utility as set forth herein.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, FLORIDA, as follows:

SECTION ONE: The City Council of the City of Port Orange, Florida hereby restates and amends Article V. Stormwater Utility, Sections 74-156 through 74-164 to read as follows:

Sec. 74-156. - Definitions.

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

Beneficiaries of drainage service means all developed real properties within the city which benefit by the provision of maintenance, operation and improvement of the stormwater control system. Such benefits may include, but are not limited to, the provision of adequate systems of collection, conveyance, detention, treatment and release of stormwater, the reduction of hazard to property and life resulting from stormwater runoff, improvement in general health and welfare through reduction of undesirable stormwater conditions and improvements to the water quality in the storm and surface water system and its receiving waters.

Commercial unit means any building or facility used other than as a dwelling unit or for industrial purposes and which has not been converted to equivalent dwelling units.

Contributors of drainage waters shall include all developed real properties within the city.

Developed means any property altered in appearance by removal of vegetation, grading of the ground surface and construction of a structure or impervious surface.

Director means the director of the stormwater drainage utility, appointed or designated by the city manager.

Dwelling unit means single-family unit or multiple dwelling unit located within a parcel and occupied for residential purposes as defined in Section 74-156.

Fee means the stormwater drainage utility fee enacted herein and set by resolution.

Hydrologic response means the manner and means by which stormwater collects upon real property and is conveyed from real property, and which is a function dependent upon a number of interacting factors, including, but not limited to, topography, vegetation, surficial geologic conditions, antecedent soil moisture conditions and groundwater conditions. The principal measures of the hydrologic system may be stated in terms of total runoff volume, as a percentage of total precipitation which runs off, or in terms of the peak rate of flow generated in the event of a storm of given duration and intensity, or statistical interval of return (frequency).

Impervious surfaces means those hard-surfaced areas which either prevent or retard the entry of water into soil mantle, as it entered under natural conditions prior to development, and/or cause water to run off the surface in greater quantities or at an increased rate of flow from that present under natural conditions prior to development. Common impervious surfaces include, but are not limited to, ~~rooftops, sidewalks, walkways, patio areas, driveways, parking lots, storage~~ areas and other surfaces which similarly impact the natural infiltration or runoff patterns which existed prior to development, including impacts to normal water in ponds and lakes. The following surfaces are considered impervious:

Apartment Detached

Barn

Block Encl. Pool

Block Wall

Cabana

Canopy

Carport Finished

Carport Residential

Carport Unfinished

Community Swimming Pool Adult

Community Swimming Pool Children

Cooler Walk-in

Crypts, Mausoleum

Enclosed Porch Fin Masonry
Enclosed Porch Fin Wood
Finished Pool Enclosure
Finished Enclosed Porch
Garage Masonry Finished
Garage Wood Finished
Garage Wood Unfinished
Garage, Masonry Unfinished
Gazebo
Glass Wall Enclosure
Grand Stand Concrete
Greenhouse
In Ground Shelter
Loading Platform Covered
Loading Platform Uncovered
Open Porch Finished
Open Porch Unfinished
Patio/Concrete Slab
Paving Asphalt (Grade Est by Size)
Paving Concrete (Grade Est by Size)
Pole Barn
Pool Enclosure, Wood/Block
Pump Island
Racquetball Court
Reinforced Concrete Silo
Rest Room Facility
Screen Enclosure Residential
Screen Enclosure Structure
Screen Porch Finished
Screen Porch Residential
Screen Porch Unfinished
Stable, Racing
Storage Building
Storage Building
Storage Building
Storage Building Masonry
Storage Building Wood
Tennis Court
Tennis Court Light
Unfinished Enclosed Porch
Unfinished Residential Utility

Vinyl Enclosed Porch
Warehouse Prefab

Multiple dwelling unit means a building or facility consisting of more than one dwelling unit, each such unit consisting of one or more rooms with bathroom and kitchen facilities designed for residential occupancy by one family, where the units are not sold or deeded as single-family units.

Open drainageway means a natural or manmade open-cut which has the specific function of transmitting natural stream water or storm runoff water from a point of higher elevation to a point of lower elevation, such as swales, ditches, canals, streams and creeks.

Peak flow means the highest momentary rate of water flow, measured or estimated in cubic feet of water per second. It is differentiated from total flow volume by the introduction of a unit of time measure during which the maximum rate of flow is measured, calculated or estimated.

Runoff control means any means approved by the city engineer by which the peak rate of stormwater runoff from developed land surfaces is reduced and the erosion created by stormwater is reduced.

Single-family unit (SFU) means one or more rooms with bathroom and kitchen facilities designed for occupancy by one family such as townhouses, condominiums, zero lot-line and any other unit for residential purposes, etc., where the units are sold and deeded as single-family units. ~~and/or have individual water meters.~~

Total flow means the accumulative volume of water discharged from a property, basin or watershed. The total flow is quantified in measures such as acre feet or cubic feet of water.

Utility means the stormwater drainage utility created hereby.

Sec. 74-157. - Creation of stormwater drainage utility.

Pursuant to the home rule power of article VIII, section 2(b), Florida Constitution, and F.S. Ch. 166 and the powers granted in the charter of the city, the city council does hereby establish a stormwater drainage utility and declare its intention to acquire, own, construct, equip, operate and maintain open drainageways, underground storm drains, equipment and appurtenances necessary, useful or convenient for a complete storm drainage system; and also including maintenance, extension and reconstruction of the present storm drainage system of the city; to minimize by suitable means the system's contribution to flooding; and to seek the cooperation of the county and other municipalities in minimizing the contribution of all such systems and other sources of accelerated runoff to such flooding.

Sec. 74-158. - Duties.

The utility, under the direction of the director thereof, shall have the power to:

- (1) Prepare regulations as needed to implement this article, and forward the same to the city council for consideration and adoption, and adopt such procedures as are required to implement such regulations or carry out other responsibilities of the utility.
- (2) Administer the acquisition, design, construction, maintenance and operation of the utility system, including capital improvements designated in the comprehensive drainage plan.
- (3) Administer and enforce this article and all regulations and procedures adopted relating to the design, construction, maintenance, operation and alteration of the stormwater system including, but not limited to, the quantity, quality and/or velocity of the stormwater conveyed thereby.
- (4) Inspect private systems as necessary to determine the compliance of such systems with this Code and any regulations adopted under this chapter.
- (5) Advise the city council, city manager and other city departments on matters relating to the utility.
- (6) Prepare and revise a comprehensive drainage plan for adoption by the city council at least every five years.
- (7) Review plans, approve or deny, inspect and accept extensions to the system.
- (8) Establish and enforce regulations to protect and maintain water quality within the stormwater and surface water system in compliance with water quality standards established by state and/or federal agencies as now adopted or hereafter amended.
- (9) Analyze the cost of services and benefits provided, and the system and structure of fees, charges, fines and other revenues of the utility annually to ensure an equitable, adequate and stable utility rate and fee structure and to achieve a stable financial position for the utility.

Sec. 74-159. - Impervious surface calculation.

- (a) All developed property, except dwelling units, ~~single-family~~, in the city shall have their square footage impervious area calculated in order to establish their single-family unit equivalency.
- (b) The city council has determined that property not used for dwelling units is furnished service in proportion to the amount of the property's impervious surface and that for each 3,050 square feet of impervious surface the property is furnished service equivalent to that furnished a dwelling unit. The minimum service charge shall be that established for 3,050 square feet of impervious area.

Sec. 74-160. - Appeal of impervious surface calculation.

Any person disagreeing with the calculation of impervious surface as determined by the utility may appeal such determination to the city engineer. Any appeal must be filed in writing and shall include a survey prepared by a registered surveyor showing total property area and impervious surface area. Based upon the information provided by the utility and appealing party, the engineer shall make a final calculation of impervious surface. The city engineer shall notify the parties, in writing, of his decision. If still dissatisfied, a party may request, in writing, a review by the city manager of the city engineer's decision. Such request must cite specific error by the city engineer and the calculation which the party feels is correct. The city manager shall review the record presented and render a written decision as soon as practical. He may request additional information from either party. If still dissatisfied, a party may appeal the city manager's decision to the city council in the same manner as preceding. The decision of the city council shall be final.

Sec. 74-161. - Utility fee established.

- (a) Subject to the provisions of this article, there is hereby imposed on each and every developed lot or parcel of land within the city and the owners thereof a stormwater drainage utility fee. This fee is deemed reasonable and is necessary to pay for the operation, maintenance, administration and capital improvements of the existing city stormwater drainage facilities and the operation, maintenance, administration and capital improvements of such future stormwater drainage facilities as may be established within the city and to pay for the design, right-of-way acquisition and construction or reconstruction of stormwater drainage facilities to the extent that such costs have been determined to be the responsibility of developed properties. All of the proceeds of this fee are deemed to be in payment for use of the city stormwater drainage system. The fee shall be established by resolution of the city council.
- (b) The service charges are based on the square footage of impervious area, such that for each 3,050 square feet of area or increments thereof the property shall be charged an additional single-family unit charge.
- (c) In addition to the stormwater drainage utility fee established in subsection (a) of this section, there is hereby imposed on each and every developed lot or parcel of land within the city and the owners thereof a capital facilities charge as a portion of the stormwater drainage utility fee. The capital facilities charge shall be based upon the volume of water draining from such developed lot or parcel of land into the stormwater drainage management facilities of the city. The capital facilities charge is deemed reasonable and is necessary to pay for capital improvements of the existing city stormwater drainage facilities and capital improvements of such future stormwater drainage facilities as may be established within the city. The capital facilities charge shall be established by resolution of the city council.

- (d) The full amount of the capital facilities charge of the stormwater drainage utility fee shall be charged on all developed residential property. The amount of the capital facilities charge of the stormwater drainage utility fee for developed nonresidential property shall be determined in accordance with paragraphs (1), (2), (3), (4) or (5) below.
 - (1) If the stormwater drainage management facilities serving the property reduce the volume of stormwater draining into stormwater drainage management facilities of the city by an amount less than 25 percent, the property shall be charged an amount equal to 100 percent of the capital facilities charge of the stormwater drainage utility fee.
 - (2) If the stormwater drainage management facilities serving the property reduce the volume of stormwater draining into stormwater drainage management facilities of the city by an amount equal to or greater than 25 percent but less than 50 percent, the property shall be charged an amount equal to 75 percent of the capital facilities charge of the stormwater drainage utility fee.
 - (3) If the stormwater drainage management facilities serving the property reduce the volume of stormwater draining into stormwater drainage management facilities of the city by an amount equal to or greater than 50 percent but less than 75 percent, the property shall be charged an amount equal to 50 percent of the capital facilities charge of the stormwater drainage utility fee.
 - (4) If the stormwater drainage management facilities serving the property reduce the volume of stormwater draining into stormwater drainage management facilities of the city by an amount equal to or greater than 75 percent but less than 100 percent, the property shall be charged an amount equal to 25 percent of the capital facilities charge of the stormwater drainage utility fee.
 - (5) If the stormwater drainage management facilities serving the property reduce the volume of stormwater draining into stormwater drainage management facilities of the city by an amount equal to 100 percent, the property shall not be charged any amount of the capital facilities charge of the stormwater drainage utility fee.
- (e) In order to reduce the total number of stormwater drainage retention basins utilized for stormwater management, to pay a portion of the cost thereof, and to provide for the orderly growth within commercial and industrial districts, the city establishes the following stormwater drainage utility fee credit against the capital facilities charge of the stormwater drainage utility fee.
 - (1) Prior to designing and constructing a regional stormwater drainage retention basin within a commercial or industrial district or to serve a commercial or industrial district, the city may enter into an agreement with one or more owners of property within such commercial or industrial district which requires such owner or owners to pay all or part of the construction costs of said regional stormwater drainage retention basin. Each developed lot or parcel of land within such commercial or industrial district (a "surcharged lot") shall be eligible for a stormwater drainage utility fee credit in an amount not to exceed \$2.00 per month or \$24.00 per year per ERU against the capital facilities portion of the stormwater

drainage utility fee. The amount and term of the credit for each commercial or industrial district served by such regional stormwater drainage retention basin shall be established by resolution of the city council.

- (2) The amount of the credit described in this subsection shall be determined under paragraphs a. or b. below.
 - a. If the property owner pays to the city a lump sum payment of the lot's pro-rata share of the cost of the regional stormwater drainage retention basin, then the property shall be eligible for a credit equal to the full amount of the capital facilities charge of the stormwater drainage utility fee. The pro-rata share shall be based upon one-half of the proportion of ERUs of the lot to the permitted design capacity of the required regional stormwater drainage retention basin.
 - b. If the property owner pays to the city a portion of the lump sum payment described in paragraph a. above, then the property shall be eligible for a credit equal to the difference between the full amount of the capital facilities charge of the stormwater drainage utility fee and the amount necessary to amortize the balance of the lump sum payment amount over a period of ten years or as otherwise provided in the agreement between the city and the property owner (at an assumed interest rate equal to the city's then-current average cost of funds), provided that such credit shall in no event exceed the capital facilities charge of the stormwater drainage utility fee.
- (f) The city may retain a maximum of two percent of the funds collected from stormwater drainage utility fees on an annual basis to offset the city's reasonable administrative costs associated with the collection and administration of said fund. The amount of the city's reasonable administrative costs in connection with the collection and administration of these funds shall be documented as part of the city's annual budget process. Any funds retained by the city to offset the city's reasonable administrative costs in connection with the collection and administration of said funds shall be placed in a separate city account which account shall be used solely for administrative expenses incurred by the city in the collection and administration of funds collected from stormwater drainage utility fees.
- (1) Properties which voluntarily upgrade stormwater drainage management facilities to comply with current Land Development Code standards in effect on the date of construction of such facilities shall be eligible for a stormwater drainage utility fee credit in an amount not to exceed the full amount of the capital facilities charge of the stormwater drainage utility fee.
- (2) The amount of the monthly credit described in this subsection shall be determined under paragraphs a., b., c., d. or e. below.
 - a. If the upgraded stormwater drainage management facilities reduce the volume of stormwater draining from the property in an amount less than 25 percent, the property shall not be eligible for any credit in any amount of the capital facilities charge of the stormwater drainage utility fee.

- b. If the upgraded stormwater drainage management facilities reduce the volume of stormwater draining from the property in an amount equal to or greater than 25 percent but less than 50 percent, the property shall be eligible for a credit in the amount of 25 percent of the capital facilities charge of the stormwater drainage utility fee.
 - c. If the upgraded stormwater drainage management facilities reduce the volume of stormwater draining from the property in an amount equal to or greater than 50 percent but less than 75 percent, the property shall be eligible for a credit in the amount of 50 percent of the capital facilities charge of the stormwater drainage utility fee.
 - d. If the upgraded stormwater drainage management facilities reduce the volume of stormwater draining from the property in an amount equal to or greater than 75 percent but less than 100 percent, the property shall be eligible for a credit in the amount of 75 percent of the capital facilities charge of the stormwater drainage utility fee.
 - e. If the upgraded stormwater drainage management facilities reduce the volume of stormwater draining from the property in an amount equal to 100 percent, the property shall be eligible for a credit equal to the full amount of the capital facilities charge of the stormwater drainage utility fee.
- (3) Such credit shall apply for a period until the aggregate amount of the credit shall equal the cost incurred to upgrade such stormwater drainage management facilities (but not to exceed ten years).
- (g) Procedures for obtaining credits.
- (1) The property owner shall submit a formal written request to the director if he desires a credit for his property. The application shall set forth the facts and circumstances necessary to determine eligibility for a credit and the amount of any credit. The director shall advise the applicant in writing as to any additional information required. Based upon the information provided by the utility and the property owner, the director shall make a final determination of the availability of any credits. The director shall notify the property owner, in writing, of his decision. If dissatisfied, a property owner may request, in writing, a review by the city manager of the director's decision. Such request must cite specific error by the director and the calculation which the property owner believes to be incorrect. The city manager shall review the record presented and render a written decision as soon as practical. He may request additional information from either party. If still dissatisfied, a property owner may appeal the city manager's decision to the city council in the same manner as preceding. The decision of the city council shall be final.
 - (2) After a particular property receives a stormwater drainage utility fee credit, annually thereafter the city shall inspect the stormwater drainage facilities serving the site in order to determine whether those facilities are maintained and functioning properly. If the city inspection determines that they are maintained and functioning properly, the stormwater drainage utility fee credit shall be

continued. However, if the city inspection determines that they are improperly maintained and not functioning properly, the city shall notify the property owner or owners to correct the deficiency within 60 days. If the deficiency is corrected to the satisfaction of the city within the 60-day period, the stormwater drainage utility fee credit shall continue in effect until the next annual inspection. However, if the deficiency is not corrected to the satisfaction of the city within 60 days, the city may cancel the stormwater drainage utility fee credit until the necessary corrections are made.

- (h) In adopting any stormwater drainage utility fee, the city will separately identify the amount of such fee which shall be eligible for the credits established in subsections (e) and (f) of this section, which portion is designated the capital facilities charge. No credit shall exceed the applicable capital facilities charge of the stormwater drainage utility fee.
- (i) No property shall be eligible for more than one credit established in either subsection (e) or (f) of this section.
- (j) The credits established in subsections (e) and (f) of this section shall apply only to applications approved by the city beginning the first month after adoption of this ordinance and before October 31, 1999, unless extended by action of the city council. The city council may revise, modify, rescind or repeal the credits established in subsection (e) or (f) of this section, provided that such action shall not impair or affect the rights provided in a written agreement between the city and a property owner.

Sec. 74-162. - Exemptions.

The following land uses are exempt from stormwater drainage fees:

- (1) Public rights-of-way.
- (2) Vacant unimproved land in its natural state.

(Code 1981, § 20-111)

Sec. 74-163. - Stormwater management fund.

- (a) All stormwater drainage utility fees collected by the city shall be paid into an enterprise fund which is hereby created, to be known as the stormwater management fund. Such fund shall be used for the purpose of paying the cost of stormwater drainage facilities to be constructed in the various storm drainage basins and paying the costs of operation, administration and maintenance of the stormwater drainage facilities of the city. To the extent that the stormwater management fees collected are insufficient to construct the needed stormwater drainage facilities, the cost of the same may be paid from such city fund as may be determined by the city council, but the city council may order the reimbursement of such fund if additional fees are thereafter collected. When the fund has surplus dollars on hand in excess of current needs, the surplus dollars will be invested to return the highest yield consistent with proper safeguards.
- (b)

- (b) The fees and charges paid shall not be used for general or other governmental or proprietary purposes of the city, except to pay for the equitable share of the cost of accounting, management and government thereof. Other than as described above, the fees and charges shall be used solely to pay for the cost of operation, repair, maintenance, improvement, renewal, replacement, design, right-of-way acquisition, and construction of public stormwater drainage facilities and costs incidental thereto, and/or to make any debt service, reserve or other payments required by any resolution or ordinance authorizing the issuance of bonds or other obligations for such purposes.

(Code 1981, § 20-112)

(a) Sec. 74-164. - Fee collection. The stormwater drainage utility fee shall be billed monthly for real property lots or parcels owned by a tax exempt church. The Finance Director may combine the monthly bill with the property owner's city utility bill. When billed as a consolidated statement for utility customers, a partial payment shall be applied pro rata to each account billed on the consolidated statement in the proportion that an individual account bears to the total consolidated statement of all current charges on all accounts billed. All such bills for stormwater drainage utility fees shall be rendered monthly by the city and shall become due and payable in accordance with section 2-240 of the Code. The stormwater drainage utility fee may be prorated on a utility customer's initial and final utility bill to reflect actual days of service. If church owned property does not utilize city utilities, the Finance Director may collect the stormwater utility fee by the Non-Ad Valorem Assessment method. The stormwater drainage utility fee for all church owned real property parcels that contain impervious surface and are exempt from ad valorem tax, including but not limited to schools (private/public) churches, and governmental property shall be billed and collected with the monthly utility bill for those lots or parcels of land utilizing city utilities. The stormwater drainage utility fee for all real property parcels that contain impervious surface and are not included on the non-ad valorem assessment roll for fiscal year 2005-2006 shall be billed and collected with the monthly utility bill for those lots or parcels of land utilizing city utilities. Stormwater utility fees shall be billed and collected separately as stormwater drainage utility fees for those lots or parcels of land and owners thereof not utilizing other city utilities. All such bills for stormwater drainage utility fees shall be rendered monthly by the city and shall become due and payable in accordance with section 2-240 of the Code. The stormwater drainage utility fee is part of a consolidated statement for utility customers which is generally paid by a single payment. If a partial payment is received, the payment shall be applied pro rata to each account billed on the consolidated statement in the proportion that an individual account bears to the total consolidated statement of all current charges for all accounts. The stormwater drainage utility fee may be prorated on a utility customer's initial and final utility bill to reflect actual days of service.

(b) The owner of a Dwelling Unit and the owner of a Commercial Unit located on real property lots or parcels, except if owned by a church, that contain impervious surfaces shall be charged stormwater utility fees using the Non-Ad Valorem Assessment method. ~~Residential property, commercial property or any other property not owned by a church that contains impervious surfaces shall be charged stormwater drainage utility fees using the non-ad valorem assessment method as outlined in F.S. ch. 197.~~

(c) On or before July 1 of each successive year the city shall provide all information for the non-ad valorem assessment roll to the tax appraiser that shall include all residential and commercial property that has been issued between January 1 and May 31, inclusive, a certificate of occupancy or otherwise has completed impervious structures or improvements. Any residential or commercial property that seeks a certificate of occupancy or any other type certificate of completion, between June 1 and September 30, inclusive, shall be required, prior to the issuance of such certificate, to pay, in advance, the applicable fiscal year stormwater drainage utility fee prorated for the time remaining between the date of the certificate and September 30, inclusive, plus one full fiscal year or until the stormwater drainage fee is collected on the non-ad valorem assessment roll. Any residential or commercial property that seeks a certificate of occupancy or any other type certification of completion, between October 1 and the next ensuing September 30, inclusive, shall be required, prior to the issuance of such certificate, to pay, in advance, the applicable fiscal year stormwater drainage utility fee prorated for the time remaining between the date of the certificate and the next ensuing September 30, inclusive.

(d) The Finance Director may utilize the Non-Ad Valorem Assessment method administered by Volusia County for collection of stormwater utility fees for real property lots or parcels owned by governmental entities.

SECTION 2: CONFLICTING ORDINANCES.

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: CODIFICATION.

The provisions of this Ordinance shall become and be made a part of the Land Development Code of the City of Port Orange and the Sections of this Ordinance may be renumbered or relettered to accomplish such intention. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

SECTION 4: SEVERABILITY.

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 5: EFFECTIVE DATE.

This Ordinance shall take effect 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: _____
Margaret T. Roberts, City Attorney



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 07/19/2016

Consent item: No

SUBJECT: Resolution No. 16-38 - Amending the Non Ad Valorem Assessment Roll

DEPARTMENT: Finance

GOAL:

OBJECTIVE:

RECOMMENDED MOTION: Move to approve Resolution No. 16-38.

SUMMARY: Resolution 16-38 allows for the reimbursement of administrative charges to the Volusia County Tax Collector and the Volusia County Property Appraiser to be added to the current assessment rate. The agreements covering these reimbursements meet the requirements of both Florida Statute 197.3632 and Florida Administrative Code Rule 12-D18.004.

For the 2016 tax year, the reimbursement per assessment unit totals \$1.32 as follows:

*Volusia County Tax Collector - a fifty-five cent (\$0.55) charge per assessment unit will be withheld from the revenue collected. For the 2016 tax year this is estimated at

*Volusia County Property Appraiser - a seventy-seven cent (\$0.77) charge per assessment unit will be invoiced to the City

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Reso .No. 16-38	Reso. No. 16-38.pdf
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Robin Fenwick
Tracey Riehm
Margaret Roberts
M. Jake Johansson

Created/Initiated - 07/12/2016
Approved - 07/13/2016
Approved - 07/15/2016
Final Approval - 07/15/2016

RESOLUTION NO. 16-38

A RESOLUTION OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA; ADOPTING AN INCREASE
OF \$1.00 TO THE 2016 NON-AD VALOREM
ASSESSMENT FOR STORMWATER DRAINAGE UTILITY
FEE; RESTATING AND SPECIFYING THE UNIT OF
MEASUREMENT FOR THE ASSESSMENT; SPECIFYING
THE AMOUNT OF THE ASSESSMENT AND PROVIDING
FOR AN EFFECTIVE DATE.

WHEREAS, the City of Port Orange City Council adopted the 2005 Non-Ad Valorem Assessment Roll for the uniform method of collection of stormwater fees and charges as authorized by Section 197.3632, Florida Statutes, and has continued the same methodology each successive year thereafter; and

WHEREAS, the City of Port Orange City Council has considered Ordinance No. 2016-13 restating and amending the laws governing the Stormwater Utility; and

WHEREAS, the Volusia County Tax Appraiser and Tax Collector have notified the City of the intended charges for administration and collection of the Non-Ad Valorem Assessment for the City Stormwater Utility; and

WHEREAS, the City of Port Orange must ensure that Stormwater Drainage Utility System is properly designated, constructed and maintained within the City in an efficient manner to promote the general health, safety and welfare of the citizens; and

WHEREAS, pursuant to the Code of Ordinances, City of Port Orange, Florida. Chapter 74, Section 156-164, inclusive of revision and additions, a charge is levied for the construction and maintenance of the Stormwater Drainage Utility System within the City of Port Orange; and

WHEREAS, pursuant to Florida Statute 197.3632, the City of Port Orange must certify to the Volusia County Property Appraiser by September 15th of each year, the assessment amount to be levied and the assessment roll.

WHEREAS, as defined by ordinance, Single Family Unit (SFU) means one or more rooms, inclusive of bathroom and kitchen facilities, designed for occupancy by one family. Structures may contain more than one (SFU) such as townhouses, duplexes, triplexes, apartment houses, condominiums, mobile home parks, zero lot-line and other residential dwellings where units are sold, deeded and/or occupied as multiple single family units.

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

Section 1. The Mayor and City Council of the City of Port Orange, Florida hereby restates for administrative purposes, the uniform method of collection of stormwater fees and charges by utilizing the Non-Ad Valorem Assessment for the construction and maintenance of the Stormwater Utility System within the City of Port Orange as authorized by Section 197.3632, Florida Statutes.. The annual assessment roll may be viewed in the Port Orange City Clerk's Office located at 1000 City Center Circle, Port Orange, Florida 32129 on or before September 15 of each successive year.

Section 2. The unit of measurement to be applied against each parcel shall be one Single Family Equivalency Unit (SFU) for each residential unit. Parcels that contain more than one (SFU) are assessed an amount equal to the total number of (SFU's) multiplied by the single-family rate defined in Section 3, below. Each parcel with impervious surfaces that are not used for a dwelling unit shall be assessed for the amount of impervious surface on the parcel; and each 3,050 square feet or portion thereof of impervious surface not used as a dwelling unit on said property shall equal one (1) SFU.

Section 3. The amount of assessment shall be \$100.00 per (SFU).

Section 4. All resolutions or parts thereof in conflict herewith or contrary hereto are hereby repealed to the extent of such conflict.

Section 5. If any section, subsection, clause, phrase, or portion of this resolution, or application hereof, is for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion or provision and such holding shall not affect the validity of the remaining portions or applications hereof.

Section 6. This resolution shall supersede Resolution 05-70 and become effective immediately upon adoption.

MAYOR ALLEN GREEN

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Adopted on the _____ day of _____, 2016

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



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 07/19/2016

Consent item: No

SUBJECT: Agreement with Volusia County for Tax Collector Cost Reimbursement

DEPARTMENT: Finance

GOAL:

OBJECTIVE:

RECOMMENDED MOTION: Move to approve the Agreement with Volusia County for Tax Collector Reimbursement.

SUMMARY: The attached agreement provides for the reimbursement of administrative costs incurred by Volusia County related to tax collection using the Uniform Method of Collection of Non-Ad Valorem Assessments. This charge meets the requirements of both Florida Statutes 197.3632 and Florida Administrative Code Rule 12-D18.004 and will be deducted from the assessment revenue collected. For the 2016 tax year, the reimbursement has been reduced by ten cents to \$0.55 per assessment unit and is estimated at \$12,200 annually.

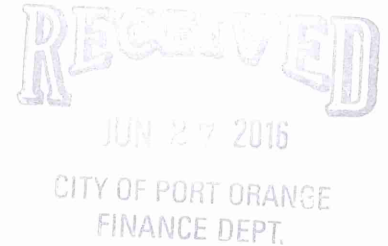
Project Funding Account
No.: No.:

ATTACHMENTS:

1.	Vol Cty Ltr re NAVA 6-24-16	VC NAVA Utilization ltr 6-24-16.pdf
2.	Vol Cty NAVA Agreement	VA-NAVA Agreement 7-16.pdf

Tracey Riehm
Margaret Roberts
M. Jake Johansson

Created/Initiated - 07/11/2016
Approved - 07/15/2016
Final Approval - 07/15/2016



June 24, 2016

City of Port Orange
Tracey Riehm, Finance Director
1000 City Center Cir.
Port Orange, FL 32129

Re: Uniform Method of Collection of Non-Ad Valorem Assessments

Dear Ms. Riehm:

Enclosed is an agreement for your agency's utilization of the Uniform Method of Collection of Non-Ad Valorem Assessments. The agreement meets the requirements of both § 197.3632 Florida Statutes, and Rule 12-D18.004, Florida Administrative Code as they pertain use of the Uniform Method and the tax collection administrative duties provided by the County of Volusia related to tax collection.

Article IV (titled "Payment of Administrative Costs") of this agreement provides for the reimbursement of the necessary administrative costs incurred by the County related to tax collection using the Uniform Method. The administrative charge, beginning with the 2016 tax year, is fifty-five cents (.55¢) per assessment unit. The annual fee will be deducted from the assessment revenue collected each tax year.

Please execute the attached agreement and return two original signed copies in the enclosed envelope. An original signed copy will be returned to you upon execution by the County.

As a side note, you may have already received a contract from the Property Appraiser's office. That contract, along with the fees associated with his administration of the Uniform Method, is separate from this agreement.

Should you have any questions, please feel free to contact me by phone at (386) 822-5738 or via email at: rorr@volusia.org.

Sincerely,

A handwritten signature in blue ink that reads "Rhonda C. Orr".

Rhonda C. Orr, CGFO
Business Services Director/Tax Collector
County of Volusia

Attachment

CC: J. Giffin Chumley, Assistant County Attorney
Morgan Gilreath, Volusia County Property Appraiser
Jan Cornelius, Chief Deputy Property Appraiser

**AGREEMENT WITH VOLUSIA COUNTY
FOR THE UTILIZATION OF THE UNIFORM METHOD OF COLLECTION
OF NON-AD VALOREM ASSESSMENTS**

This Agreement with Volusia County for the Utilization of the Uniform Method of Collection of Non-Ad Valorem Assessments ("Agreement") is made and entered into by and between _____, ("Local Government") a Local Government as such term is defined in § 197.3632, Florida Statutes, and the **County of Volusia, Florida** ("County").

WHEREAS, the Local Government wants to levy, collect, and enforce its non-ad valorem assessments utilizing the uniform method for the levy, collection, and enforcement of its non-ad valorem assessments, as provided for in §§ 197.3632 and 197.3635, Florida Statutes ("Uniform Method"); and

WHEREAS, the County's revenue division of the County's finance department serves as the tax collector for Volusia County pursuant to § 601.1(1)(a) of the Volusia County Charter, which has abolished the constitutional office of the tax collector and transferred such authority to such department; and

WHEREAS, pursuant to § 197.3632(2), Florida Statutes, and Rule 12D-18.004(2), Florida Administrative Code, the Local Government must enter into an agreement with the tax collector (*i.e.*, the County) to provide for the reimbursement of the necessary administrative costs incurred in the utilization of the Uniform Method; and

WHEREAS, Rule 12D-18.004(1)(b), Florida Administrative Code, further requires an agreement between the Local Government and the County for the merger of the non-ad valorem assessment roll or rolls with the ad valorem roll to produce one collection roll; and

WHEREAS, Rule 12D-18.004(1)(c), Florida Administrative Code, requires the Local Government to enter into a separate agreement with the County for each non-ad valorem assessment roll, and each such agreement must comply with the requirements of Rule 12D-18.004; and

WHEREAS, this Agreement is intended to meet the requirements of both § 197.3632, Florida Statutes, and Rule 12D-18.004, Florida Administrative Code, as such pertain to the Local Government's use of the Uniform Method and the County's administrative duties pursuant thereto.

NOW, THEREFORE, in consideration of the agreements, promises, and covenants set forth herein and other good and valuable consideration, the parties agree as follows:

I. General.

1. **Application.** Commencing with the 2016 tax year, this Agreement shall apply to the use of the Uniform Method for the non-ad valorem assessment identified in the Local Government's duly adopted resolution attached hereto and incorporated herein as **Exhibit A** ("Assessment").

2. **Term.** The term of this Agreement shall commence upon execution by both parties and be retroactively effective to address the administration of the Assessment for the first tax year for which this Agreement is effective, regardless of whether such administration commenced prior to the actual date of execution. For the purposes of this Agreement, a tax year shall mean and refer to a calendar year. This Agreement shall remain in effect for subsequent years' assessments and shall terminate (i) automatically once the Assessment is paid in its entirety such that no Assessment amounts need to be assessed or collected in a subsequent year or (ii) as otherwise provided herein. Pursuant to § 197.3632(6), Florida Statutes, the Local Government may discontinue use of the Uniform Method and terminate this Agreement upon written notice to the County, the County's property appraiser, and Florida Department of Revenue before January 10 of each tax year. Such notice, upon the receipt thereof by the other party, shall terminate this Agreement. If notice is submitted after January 10 of the current tax year, then the Agreement shall continue to remain in effect for the current tax year; however, the Agreement shall be terminated with respect to the next tax year [e.g., if notice were sent December 1, 2017 (in tax year 2017), termination would be effective for the 2018 tax year; if notice were sent on January 5, 2018 (in tax year 2018), termination would be effective for the 2018 tax year; but, if notice were sent on January 11, 2018 (in tax year 2018), termination would not be effective until the 2019 tax year].

II. Duties of the County (as Tax Collector).

1. **Merger of Assessment Rolls.** Pursuant to § 197.3632(7), Florida Statutes, and Rule 12D-004(1)(b), Florida Administrative Code, the County shall work with the Local Government to include the Local Government's non-ad valorem assessment roll in the County's combined notice for ad valorem taxes and non-ad valorem assessments as provided in § 197.3635, Florida Statutes. Separate notices of non-ad valorem assessments shall not be mailed unless otherwise warranted as a solution to the most exigent factual circumstances. In deciding whether a separate mailing is necessary, the County shall consider all costs to the Local Government and taxpayers of such separate mailing and the adverse effects of delayed and multiple notices to taxpayers. If, for whatever reason, the Local Government's non-ad valorem assessment roll cannot be merged with the County's ad valorem tax roll in the County's combined notice for taxes and assessments, the Local Government shall bear all costs associated with the provision of separate notice. Such costs are not factored into the per unit assessment rate identified in Article IV of this Agreement, and, if the County incurs any such costs on the Local Government's behalf, the County shall separately invoice the Local Government for reimbursement thereof.

2. **Software / Data Storage.** The County maintains software, which it will use to edit and store the non-ad valorem assessment roll received from the Local Government. The County will maintain the Local Government's non-ad valorem assessment roll and related programs in the same manner as other Volusia County tax data.

3. **Cooperation.** In addition to the foregoing, the County will make reasonable efforts to assist and accommodate the Local Government's collection of non-ad valorem assessments, cooperate with the Local Government and the Volusia County Finance Department and Revenue Division to implement the Uniform Method pursuant to and consistent with Chapter 197, Florida Statutes, including §§ 197.3632 and 197.3635 thereof, and make available the County's methodology and data used to calculate the per unit cost described in Article IV of this Agreement.

III. Duties of the Local Government.

1. **Non-Ad Valorem Assessment.** The Local Government warrants that the Assessment to which this Agreement applies is valid, lawfully imposed, and duly levied by the Local Government on the properties subject thereto as described in **Exhibit A**. The Local Government further agrees to post the non-ad valorem assessment for each parcel on the non-ad valorem assessment roll in a manner such that the assessment roll is free of errors and omissions.

2. **Reimbursement.** Each year, the Local Government shall pay to the County the necessary administrative costs of collection incurred by the County in the administration of the Assessment pursuant to Article IV (titled "Payment of Administrative Costs") of this Agreement.

3. **Assessment Rate.** By September 15th of each tax year, the Local Government shall, whether by and through its chair of its local governing board or other designee or agent, certify its non-ad valorem assessment roll on compatible electronic medium, to the County's revenue division. The County shall not be liable for any delays or failure to implement the Uniform Method with regard to the Assessment if the Local Government fails to timely submit its assessment roll or otherwise submits an incompatible or incomplete assessment roll.

4. **Changes, Modifications, and Corrections.** The Local Government shall designate and authorize a person or entity other than the County's revenue division who will receive and process any request for changes, modifications, or corrections to the non-ad valorem assessment roll and, if necessary, file with the County an appropriate certificate of correction.

5. **Coordination.** The Local Government shall cooperate with the County to implement the Uniform Method pursuant to and consistent with applicable state law and any relevant regulations duly promulgated by the Florida Department of Revenue.

IV. Payment of Administrative Costs.

1. **Per Unit Charge.** The County's charge to the Local Government for the units assessed pursuant to the Assessment for the 2016 tax year and for each year thereafter shall be fifty-five cents (55¢) per assessment unit, which per unit charge constitutes the actual cost of collecting the non-ad valorem assessment to the County's revenue division as described in § 197.3632(2), Florida Statutes, and Rule 12D-18.004(2), Florida Administrative Code. Because such per unit charge is the actual cost to the County's revenue division of administering the Assessment pursuant to the Uniform Method, such charge shall be subject to unilateral adjustment by the County on an annual basis to account for fluctuations in such cost.

2. **Adjustments.** If the County, after review of its operations and other relevant data, determines the charge should be either increased or decreased, it shall send written notice to the Local Government of the adjustment. If notice is sent prior to January 10th of the current tax year, the adjusted charge shall be effective within the current tax year. Otherwise, such notice shall be effective in the next tax year.

3. **Challenges.** If the Local Government believes the adjusted charge does not reflect the actual cost of the administrative services provided by the County's revenue division pursuant to this Agreement or otherwise violates § 197.3632(8)(c), Florida Statutes, the Local Government may, within 10 (ten) days of its receipt of such notice, send a notice to the County's revenue division objecting to the adjustment, which notice shall include a concise summary of the reason(s) as to why the Local Government objects and a request for a meeting with the County's chief financial officer to reconsider the adjustment. Failure to request such meeting shall be deemed a waiver of the Local Government's right to challenge the adjustment. If requested, the meeting shall be scheduled within twenty (20) days of the receipt of such request. The County's chief financial officer shall render a final decision regarding the adjusted charge within ten (10) days following such meeting or such other time as may be agreed upon by the Local Government and the County. Such final decision shall be binding as to both parties and constitute final agency action.

4. **Payment.** The Local Government agrees that the payment due pursuant to this Agreement may be withheld by the County from the revenue collected from the Assessment, regardless of whether payment has actually been collected on each parcel subject to the assessment. If such withhold does not occur or insufficient Assessment revenue is collected to reimburse, the County may invoice the Local Government for payment of any deficiency pursuant to the applicable provisions of Part VII of Chapter 218, Florida Statutes.

V. Miscellaneous.

1. **Indemnification.** The Local Government agrees to indemnify, defend, and hold harmless the County from and against any claims, sanctions, costs, or damages imposed against or incurred by the County, including, but not limited to,

attorney's fees or costs, which claims, sanctions, costs, or damages arise from (i) any act or omission committed by the Local Government in adopting, administering, levying, or enforcing the Assessment, (ii) any defect in the Assessment itself, (iii) any challenge regarding the validity or legality of the Assessment, or (iv) any defect in the certified non-ad valorem assessment roll submitted to the County pursuant to § 197.3632(5)(a), Florida Statutes.

2. **Entire Agreement.** This Agreement embodies the whole understanding of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

3. **Amendment.** Unless otherwise expressly provided herein, any alteration, variation, modification, extension, renewal, or waiver of the provisions of this Agreement shall be valid only when reduced to writing, duly authorized and signed by all parties.

4. **Notices.** All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person or sent certified or registered mail, return receipt requested, first class, postage prepaid, and addressed as follows:

IF TO LOCAL GOVERNMENT:

WITH COPY TO:

Local Government Attorney

IF TO COUNTY:

Volusia County Revenue Division
123 West Indiana Avenue
Room 103
DeLand, FL 32720

WITH COPY TO:

Volusia County Attorney
123 West Indiana Avenue
DeLand, FL 32720

5. **Construction – Governing Law.** This Agreement is intended to complement the statutes and regulations pertaining to the Uniform Method and shall be construed together with the applicable provisions of Section 197.3632, Florida Statutes, and Rule 12D-18.004, Florida Administrative Code, or any successor statutes or rules, as such may be amended or supplemented from time to time. Any duly adopted statutes or regulations pertaining to the Uniform Method and administration thereof shall (i) govern those items not specifically covered herein and (ii) are hereby incorporated by reference. If any terms or conditions of this Agreement conflict with duly enacted

statutes or adopted regulations pertaining to the Uniform Method, such statutes or regulations shall govern to the extent any such conflict exists.

6. **Sovereign Immunity.** Regardless of anything set forth in this section or any other part of this Agreement to the contrary, each party expressly retains all rights, benefits, and immunities of the doctrine of sovereign immunity in accordance with § 768.28, Florida Statutes, and nothing in this Agreement shall be deemed as a waiver of the doctrine of sovereign immunity or any of the limits of liability of either party beyond any statutory limited waiver of immunity or those limits of liability which may have been or may be adopted by the Florida Legislature. Nothing in this Agreement shall be read or otherwise interpreted to require or otherwise allow the indemnification of one party for the negligent acts of the other in contravention of § 768.28, Florida Statutes, nor shall anything in this Agreement inure to the benefit of any third party for the purpose of allowing any claim against either party, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

IN WITNESS WHEREOF, the parties have executed this Agreement with Volusia County for the Utilization of the Uniform Method of Collection of Non-Ad Valorem Assessments on the day and year written below.

ATTEST:

By: _____

Chair/Mayor

ATTEST:

COUNTY OF VOLUSIA, FLORIDA

By: _____
James T. Dinneen
County Manager

Exhibit A



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE: 12/04/07

SUBJECT: RESOLUTION NO. 07-105; NOTICE OF INTENT TO USE THE UNIFORM METHOD FOR COLLECTING NON-AD VALOREM SPECIAL ASSESSMENT FOR CAPITAL IMPROVEMENTS IN THE PORT ORANGE BUSINESS PARK

DEPARTMENT: CITY MANAGER

RECOMMENDED MOTION:

To adopt Resolution No. 07-105, expressing the City's intent to use the uniform method of collecting non-ad valorem special assessments for capital improvements in the Port Orange Business Park.

SUMMARY:

A special assessment district to fund capital improvements and related costs for the Port Orange Business Park, located on Williamson Boulevard, has been created by the City Council. The attached Resolution provides notice to the Volusia County Property Appraiser and preserves the City's right to use the uniform method for collecting the non-ad valorem special assessment revenues in 2008 and thereafter for Port Orange Business Park improvements.

ATTACHMENTS: ☐ Ordinance ☒ Resolution ☐ Budget Resolution

☐ Other ☐ Support Documents/Contracts Available for Review in Manager's Office

DEPARTMENT HEAD

Signed

Date 10/16/07

FINANCE DEPARTMENT

Approved as to Budget Requirements

Date 10/17/07

CITY ATTORNEY

Approved as to Form and Legality

Date 11.21.07

CITY MANAGER

Approved Agenda Item For:

12/4/07

COUNCIL ACTION:

☐ Approved as Recommended

☐ Disapproved

☐ Tabled Indefinitely

☐ Continued to Date Certain

☐ Approved with Modification:

RESOLUTION NO. 07-105

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, EXPRESSING ITS INTENT TO USE THE UNIFORM METHOD FOR COLLECTING NON-AD VALOREM SPECIAL ASSESSMENT FOR CAPITAL IMPROVEMENTS IN THE PORT ORANGE BUSINESS PARK; STATING THE NEED FOR THE LEVY OF A SPECIAL ASSESSMENT FOR CAPITAL IMPROVEMENTS IN THE PORT ORANGE BUSINESS PARK DEVELOPMENT; PROVIDING FOR THE DESCRIPTION OF PROPERTY SUBJECT TO THE LEVY; PROVIDING FOR DIRECTION TO THE CITY CLERK; PROVIDING FOR CONFLICTING RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port Orange, Florida (the "City") intends to adopt an ordinance imposing a special assessment for capital improvements in the Port Orange Business Park Development, hereinafter "Industrial Park"; and

WHEREAS, the City intends to use the uniform method for collecting the non-ad valorem special assessment for capital improvements in the Industrial Park serving the property within the Industrial Park as authorized by section 197.3632, Florida Statutes, as amended, because this method will allow such special assessment to be collected annually commencing in November 2008, in the same manner as provided for ad valorem taxes; and

WHEREAS, the City held a duly advertised public hearing prior to the adoption of this Resolution, proof of publication of such hearing being attached hereto as Exhibit A.

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

Section 1. Commencing with the Fiscal Year beginning on October 1, 2008, and with the tax statement mailed for such Fiscal Year, the City intends to use the uniform method of collecting non-ad valorem special assessment for capital improvements in the Industrial Park authorized in section 197.3632, Florida Statutes, as amended. Such non-ad valorem special assessment for capital improvements in the Industrial Park shall be levied within the Industrial Park property. The public right-of-ways within the City shall be exempt from the non-ad valorem special assessment. A legal description of such area subject to the assessment is attached hereto as Exhibit B and incorporated by reference.

Section 2. The City hereby determines that the levy of the non-ad valorem special assessment is needed to fund the cost of capital improvements within the Industrial Park.

Section 3. Upon adoption, the City Clerk is hereby directed to send a copy of this Resolution by United States mail to the Florida Department of Revenue, the Volusia County Department of Finance and Administrative Services, and the Volusia County Property Appraiser by January 10, 2008.

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

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

(Res. No. 07-105)

application, and to this end the provisions of this resolution are declared severable.

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

MAYOR ALLEN GREEN

ATTEST:

Kenneth W. Parker, City Manager

Adopted on the _____ day of _____, 2007.

Reviewed and Approved: _____

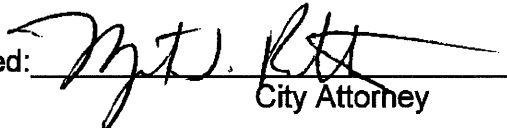

City Attorney

EXHIBIT A

LEGAL ADVERTISEMENT

PUBLIC HEARING NOTICE
The City Council of the City of Port Orange, Florida, shall consider for adoption Resolution No. 07-165 as follows:

RESOLUTION NO. 07-165
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, EXPRESSING ITS INTENT TO USE THE UNIFORM METHOD FOR COLLECTING NON-AD VALOREM SPECIAL ASSESSMENT FOR CAPITAL IMPROVEMENTS IN THE PORT ORANGE BUSINESS PARK, STATING THE NEED FOR THE LEVY OF A SPECIAL ASSESSMENT FOR CAPITAL IMPROVEMENTS IN THE PORT ORANGE BUSINESS PARK DEVELOPMENT, PROVIDING FOR THE DESCRIPTION OF PROPERTY SUBJECT TO THE LEVY, PROVIDING FOR DIRECTION TO THE CITY CLERK PROVIDING FOR CONFLICTING RESOLUTIONS, PROVIDING FOR SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

The City Council of the City of Port Orange, Florida, shall hold a meeting to consider the enactment of said proposed Resolution at 7:00 p.m., or as soon thereafter as may be heard, on Tuesday, December 4, 2007, at the Council Chambers, City Hall, 1000 City Center Circle, Port Orange, Florida.

A copy of the proposed Resolution is available in the City Clerk's Office, City Hall, Port Orange, Florida, and may be inspected by the public.

All interested parties may appear at said meeting and be heard with respect to the proposed Resolution.

Shirley M. Kelly, CMC
Deputy City Clerk
Legal 16496, Nov. 7, 14, 21, 28, 2007
41

EXHIBIT B

DESCRIPTION

A PORTION OF SECTION 13, TOWNSHIP 16 SOUTH, RANGE 32 EAST, AND SECTION 16, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 18, THENCE S89°57'22"E ALONG THE SOUTH LINE THEREOF, 888.76 FEET TO THE EASTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD AND THE BEGINNING OF A NON TANGENT CURVE CONCAVE SOUTHWEST, HAVING A RADIUS OF 2885.00 FEET, A CENTRAL ANGLE OF 15°03'12" AND A CHORD BEARING OF N47°17'27"W; THENCE NORTHWESTERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, 779.00 FEET; THENCE N54°49'03"W ALONG SAID RIGHT OF WAY LINE, 2490.64 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT OF WAY LINE N54°49'03"W, 1456.58 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE N43°22'42"E, 28.36 FEET; THENCE N43°09'43"E, 83.86 FEET; THENCE N18°35'53"E, 82.29 FEET; THENCE N32°38'36"E, 80.07 FEET; THENCE N75°22'33"E, 36.93 FEET; THENCE N10°23'18"W, 8.92 FEET; THENCE N06°23'53"E, 92.49 FEET; THENCE N55°23'33"W, 282.36 FEET; THENCE S34°36'27"W, 342.08 FEET TO THE EASTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD; THENCE N54°49'03"W ALONG SAID EASTERLY RIGHT OF WAY LINE, 260.76 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEAST HAVING A RADIUS OF 1808.86 FEET AND A CENTRAL ANGLE OF 21°57'09"; THENCE NORTHERLY ALONG SAID RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, 693.44 FEET; THENCE DEPART SAID EASTERLY RIGHT OF WAY LINE N58°17'54"E, 237.39 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWEST HAVING A RADIUS OF 500.00 FEET AND A CENTRAL ANGLE OF 23°41'27"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, 208.74 FEET; THENCE N34°36'27"E, 501.08 FEET TO THE BEGINNING OF A NON TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 55.00 FEET, A CENTRAL ANGLE OF 39°31'16" AND A CHORD BEARING OF N75°09'12"W; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, 37.94 FEET; THENCE N34°36'27"E, 525.43 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 95; THENCE ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE S55°21'42"E, 1923.82 FEET; THENCE DEPART SAID RIGHT OF WAY LINE S35°03'45"W, 1040.03 FEET; THENCE S85°21'41"E, 360.00 FEET; THENCE S29°43'29"E, 108.70 FEET; THENCE S09°27'21"W, 535.01 FEET TO THE POINT OF BEGINNING. CONTAINING 73.246 ACRES, MORE OR LESS.

This Instrument Prepared by and Return to:

Name: Jerome D. Mitchell, Esquire
RIGGIO & MITCHELL, P.A.
Address: 400 South Palmetto Avenue
Daytona Beach, FL 32114

Property Appraisers Parcel I.D. No.: 6318 0000 0014

10/17/2006 08:15 AM
Doc stamp: 20609.30
(Transfer Amt \$ 2929840)
Instrument: 2006-259942 & 1
Book: 5934
Page: 2532

①

Warranty Deed

(Wherever used herein the terms "first party" and "second party" shall include singular and plural heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

This Indenture, made this 2ND OCTOBER day of September, A.D., 2006, between D.S.C. of Newark Enterprises, Inc., a Delaware corporation, of the State of New Jersey, whose address is 70 Blanchard Street, Newark, NJ 07105, party of the first part, the City of Port Orange, a Florida municipal corporation, whose address is 1000 City Center Circle, Port Orange, FL 32129, party of the second part.

Witnesseth, that the said party of the first part, for and in consideration of the sum of Ten and 00/100 (\$10.00) U.S. Dollars, in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said party of the second part, their heirs and assigns forever, the following described land, situate, and being in the County of Volusia, State of Florida, to-wit:

See Exhibit "A", attached hereto.

Subject to taxes for 2006 and subsequent years.

The subject property is not the homestead of Grantor, as defined by Florida law.

Subject to easements, restrictions and reservations of record, if any, the mention of which shall not serve to reimpose same.

And Grantee, its successors, heirs, and/or assigns, are prohibited and restricted, for a period of twenty-five (25) years, from using any of the subject property for commercial, professional office, or any use other than for industrial development. Notwithstanding, an industrial user on the subject property will be allowed to have its related office located on the industrial site, provided that said office use is accessory to the related industrial use.

The Grantor hereby covenants that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to convey said land; that the Grantor does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever, including fee simple title to mineral rights, including the sole and exclusive right to excavate, subject to the royalty interest reserved in Mineral Deed at O.R. Book 2605, Page 1907, Public Records of Volusia County, Florida.

In Witness Whereof, the said party of the first part have hereunto set his hand and seal the day and year first above written.

WITNESSES:

[Signature]
Witness Signature (as to Grantor)
James G. Coraci
Printed Name

[Signature]
Witness Signature (as to Grantor)
ALFA LAND
Printed Name

GRANTOR: D.S.C. of Newark Enterprises, Inc.

By: [Signature]

Printed Name: JAMES G. CORACI

Its: VICE - PRESIDENT

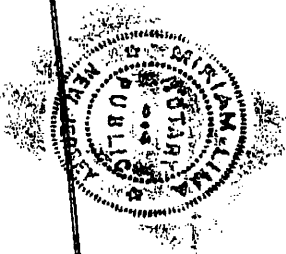
STATE OF NEW JERSEY)
COUNTY OF ESSEX)

I hereby certify that on this day, before me, personally appeared an Agent of D.S.C. of Newark

Instrument# 2006-253942 # 2
Book: 6934
Page: 2533

Enterprises, Inc., known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that she/he executed same, that I relied upon the following form of identification of the above-named person: N/A and that an oath (was)(was not) taken.

NOTARY RUBBER STAMP SEAL



Witness my hand and official seal in the County and State last aforesaid this 2nd day of September, 2006. October

Miriam Lima
Notary Signature
Miriam Lima
Printed Notary Signature

MIRIAM LIMA
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES AUG. 10, 2011

Be:

Best Available Image

Instrument# 2006-259942 # 3
 Book: 5934
 Page: 2534
 Diane M. Matousek
 Volusia County, Clerk of Court

DESCRIPTION

A PORTION OF SECTION 13, TOWNSHIP 16 SOUTH, RANGE 32 EAST, AND SECTION 18, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 18, THENCE S89°57'22"E ALONG THE SOUTH LINE THEREOF, 886.78 FEET TO THE EASTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD AND THE BEGINNING OF A NON TANGENT CURVE CONCAVE SOUTHWEST, HAVING A RADIUS OF 2965.00 FEET, A CENTRAL ANGLE OF 150°31'2" AND A CHORD BEARING OF N47°17'27"W, THENCE NORTHWESTERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, 779.00 FEET; THENCE N54°48'03"W ALONG SAID RIGHT OF WAY LINE, 2490.64 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT OF WAY LINE N54°49'03"W, 1456.58 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE N43°22'42"E, 28.36 FEET; THENCE N43°09'43"E, 83.86 FEET; THENCE N18°56'53"E, 82.29 FEET; THENCE N32°38'36"E, 60.07 FEET; THENCE N75°22'33"E, 35.93 FEET; THENCE N10°23'19"W, 8.92 FEET; THENCE N06°23'53"E, 82.48 FEET; THENCE N55°23'33"W, 282.36 FEET; THENCE S34°36'27"W, 342.08 FEET TO THE EASTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD; THENCE N54°49'03"W ALONG SAID EASTERLY RIGHT OF WAY LINE, 280.76 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEAST HAVING A RADIUS OF 1809.86 FEET AND A CENTRAL ANGLE OF 21°57'09"; THENCE NORTHERLY ALONG SAID RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, 693.44 FEET; THENCE DEPART SAID EASTERLY RIGHT OF WAY LINE N58°17'54"E, 237.39 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWEST HAVING A RADIUS OF 500.00 FEET AND A CENTRAL ANGLE OF 23°41'27"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, 208.74 FEET; THENCE N34°36'27"E, 501.09 FEET TO THE BEGINNING OF A NON TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 55.00 FEET, A CENTRAL ANGLE OF 39°31'16" AND A CHORD BEARING OF N75°08'12"W; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, 37.94 FEET; THENCE N34°36'27"E, 525.43 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 95; THENCE ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE S55°21'42"E, 1923.82 FEET; THENCE DEPART SAID RIGHT OF WAY LINE S35°03'45"W, 1040.03 FEET; THENCE S55°21'41"E, 360.00 FEET; THENCE S29°43'28"E, 108.70 FEET; THENCE S09°27'21"W, 555.01 FEET TO THE POINT OF BEGINNING, CONTAINING 73.246 ACRES, MORE OR LESS.

Exhibit "A" *Jc*



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 07/19/2016

Consent item: No

SUBJECT: Interlocal Agreement for Volusia County Property Appraiser Cost Reimbursement

DEPARTMENT: Finance

GOAL:

OBJECTIVE:

RECOMMENDED MOTION: Move to approve Interlocal Agreement with the Volusia County Property Appraiser.

SUMMARY: Since FY 2006 the City has been using the Volusia County Property Appraiser's office to bill and collect Stormwater assessments on the non-advalorem assessment (NAVA) method. On May 19, 2015 the Volusia County Property Appraiser initially informed the City that in the FY16 budget year we would be charged the actual cost of administering the Assessment. On May 27th, the Property Appraiser sent the attached letter and Interlocal agreement to cities wishing to continue this method collection to include a charge of \$0.77 per assessment unit. In conjunction with assessing property tax, the Volusia County Property Appraiser regularly reviews properties to include site visits. Access to their database and the support of their staff is an advantage of continuing this method of collection.

Reimbursement of the costs is contingent upon approval of the FY2017 budget, and is estimated at \$17,000.

Project No.: Funding Account No.: 412-1800-541.31.13

ATTACHMENTS:

1.	May 27, 2016 Ltr from VC Prop Appraiser	2016-05-27 Letter to Local Governments re NAVA.pdf
2.	Interlocal Agreement	INTERLOCAL AGREEMENT DDE Revisions- Prop Appraiser - DRAFT-CLEAN JGC 5-26-16.pdf.pdf
3.	May 19 2015 Ltr from VC Prop Appraiser	2015-05-19 NAVA Property Appraiser Fee Ltr.pdf

Tracey Riehm
Tracey Riehm
Branford Adumuah

Created/Initiated - 06/20/2016
Approved - 06/20/2016
Approved - 06/22/2016

Margaret Roberts
M. Jake Johansson

Approved - 07/15/2016
Final Approval - 07/15/2016



Morgan B. Gilreath, Jr., M.A., A.S.A., C.F.A.
Property Appraiser

May 27, 2016

[Distributed by Email to:]

**Volusia County Council and City Mayors
County and City Managers
Finance Directors
Indigo CDD**

Subjects: As required per F.S. 197.3632:
(1) Non-Ad Valorem Assessments (NAVA) for the 2016 Tax Roll
(2) Volusia Local Government & Volusia County Property Appraiser
2016 Contract for NAVA services

Dear Volusia Local Government Officials:

This is the follow-up document to my May 19, 2015 letter notifying you that we would be charging a Property Appraiser Fee for our NAVA services for the 2016 Tax Roll.

- (1) Non-Ad Valorem Assessments (NAVA) for the 2016 Tax Roll. On or before June 1, 2016, my staff will forward to you the files containing the data needed for you to provide us with your accounts and charges as specified in F.S. 197.3632. The handling of that data to and from you will be much as it has been in past years with Becky Jones of our office serving as the main contact.**
- (2) Volusia Local Government & Volusia County Property Appraiser 2016 Contract for NAVA services. Attached is a PDF of the contract as completed by the County Attorney. You will note that the Property Appraiser Fee is listed in the contract as \$0.77 per NAVA account. Please have your own Attorney review the contract and contact the County Attorney's Office with any questions. Questions for my office regarding the contract or fee should be directed to me or my Chief Deputy, Jan Cornelius.**

I am attaching a document provided with last year's data, "The Volusia County Property Appraiser's (VCPA) Non Ad Valorem Assessment (NAVA) Process" to again allow you to view the extent of our effort in assisting as you provide these

important services to your taxpayers. I'm also attaching a list of the number of NAVA Accounts as per last year's Tax Roll.

The Volusia County Finance Department will be contacting you separately regarding their fee charge and their contract.

Sincerely,

A handwritten signature in blue ink, reading "Morgan B. Gilreath, Jr.", with a stylized flourish at the end.

Morgan B. Gilreath, Jr., MA, CFA
Property Appraiser

Attachment:

2016 Property Appraiser Contract for NAVA Services

Document: "The Volusia County Property Appraiser's (VCPA) Non Ad Valorem Assessment (NAVA) Process"

Spreadsheet: 2015 NAVA Accounts

**AGREEMENT WITH THE VOLUSIA COUNTY
PROPERTY APPRAISER
FOR THE UTILIZATION OF THE UNIFORM METHOD OF
COLLECTION OF NON-AD VALOREM ASSESSMENTS**

This Agreement with the Volusia County Property Appraiser for the Utilization of the Uniform Method of Collection of Non-Ad Valorem Assessments ("Agreement") is made and entered into by and between _____ ("Local Government"), a local government as such term is defined in § 197.3632, Florida Statutes, and the **County of Volusia, Florida, by and through the Volusia County Property Appraiser** ("Property Appraiser").

WHEREAS, the Local Government wants to levy, collect, and enforce its non-ad valorem assessments utilizing the uniform method for the levy, collection, and enforcement of its non-ad valorem assessments, as provided for in §§ 197.3632 and 197.3635, Florida Statutes ("Uniform Method"); and

WHEREAS, pursuant to § 197.3632(2), Florida Statutes, and Rule 12D-18.004(2), Florida Administrative Code, the Local Government must enter into an agreement with the Property Appraiser to provide for the reimbursement of the necessary administrative costs incurred in the utilization of the Uniform Method; and

WHEREAS, Rule 12D-18.004(1), Florida Administrative Code, further requires an agreement between the Local Government and the Property Appraiser governing data assembly and the exchange of information between the Local Government and the Property Appraiser; and

WHEREAS, Rule 12D-18.004(1)(c), Florida Administrative Code, requires the Local Government to enter into an agreement with the Property Appraiser for each non-ad valorem assessment roll, and each such agreement must comply with the requirements of Rule 12D-18.004; and

WHEREAS, the Local Government wants to enter into an agreement with the Property Appraiser for the preparation of the Local Government's non-ad valorem assessment roll in a compatible electronic medium tied to the property identification number, as permitted by Rule 12D-18.004(1)(a), Florida Administrative Code; and

WHEREAS, pursuant to § 197.3632(5)(a), Florida Statutes, the Local Government further opts to designate the Property Appraiser as the Local Government's agent for the limited purpose of certifying and submitting the non-ad valorem assessment roll to the county revenue division; and

WHEREAS, this Agreement is intended to meet the requirements of both § 197.3632, Florida Statutes, and Rule 12D-18.004, Florida Administrative Code, as such pertain to the Local Government's use of the Uniform Method and the Property Appraiser's administrative duties pursuant thereto.

NOW, THEREFORE, in consideration of the agreements, promises, and covenants set forth herein and other good and valuable consideration, the parties agree as follows:

I. General.

1. **Application.** Commencing with the 2016 tax year, this Agreement shall apply to the use of the Uniform Method for the non-ad valorem assessment identified in the Local Government's duly adopted resolution attached hereto and incorporated herein as **Exhibit A** ("Assessment").

2. **Term.** The term of this Agreement shall commence upon execution by both parties and be retroactively effective to address the administration of the Assessment for the first tax year for which this Agreement is effective, regardless of whether such administration commenced prior to the actual date of execution. For the purposes of this Agreement, a tax year shall mean and refer to a calendar year. This Agreement shall remain in effect for subsequent years' assessments and shall terminate (i) automatically once the Assessment is paid in its entirety such that no Assessment amounts need to be assessed or collected in a subsequent year or (ii) as otherwise provided herein. Pursuant to § 197.3632(6), Florida Statutes, the Local Government may discontinue use of the Uniform Method and terminate this Agreement upon written notice to the County, Property Appraiser, and Florida Department of Revenue before January 10 of each tax year. Such notice, upon the receipt thereof by the other party, shall terminate this Agreement. If notice is submitted after January 10 of the current tax year, then the Agreement shall continue to remain in effect for the current tax year; however, the Agreement shall be terminated with respect to the next tax year [e.g., if notice were sent December 1, 2017 (in tax year 2017), termination would be effective for the 2018 tax year; if notice were sent on January 5, 2018 (in tax year 2018), termination would be effective for the 2018 tax year; but, if notice were sent on January 11, 2018 (in tax year 2018), termination would not be effective until the 2019 tax year].

II. Duties of the Property Appraiser.

1. **Information.** Pursuant to § 197.3632(3)(b), Florida Statutes, and annually by June 1st of each year, the Property Appraiser shall provide the Local Government by list or compatible electronic medium with the legal description of the properties within the Assessment district together with the property identification numbers and names and addresses of the owners of all such properties. The Property Appraiser shall further provide any other information reasonably needed by the Local Government to create, recompute, reconfigure, revise, correct, or otherwise formulate the non-ad valorem assessment rolls as may be agreed to by the Property Appraiser.

2. **Preparation and Submittal of the Non-Ad Valorem Assessment Roll.** Pursuant to Rule 12D-18.004(1)(a), Florida Administrative Code, the Local Government

hereby names the Property Appraiser as its designee for the limited purposes of (i) preparing the Local Government's non-ad valorem assessment roll for the Assessment in a compatible electronic medium tied to the property identification number and (ii) certifying and submitting, in the name of the city, the non-ad valorem assessment roll to the county revenue division (a part of the department which has assumed the functions and duties of the tax collector pursuant to § 601.1(1)(a) of the Volusia County Charter) by September 15th of each tax year pursuant to § 197.3632(5)(a), Florida Statutes. The Property Appraiser agrees to serve as the Local Government's designee for such limited purposes and shall provide such services on behalf of the Local Government during the term of this Agreement unless otherwise agreed by the parties in writing. Regardless of the foregoing, the Property Appraiser's preparation of the non-ad valorem assessment roll hereunder shall be preconditioned on the Local Government's cooperation with the Property Appraiser in preparing the ad valorem assessment roll and the Local Government's timely submittal to the Property Appraiser of the Local Government's certified non-ad valorem assessment rate per assessment unit by September 15th of each tax year. Notwithstanding the Property Appraiser's preparation, submittal, or certification of the non-ad valorem assessment roll contemplated herein, the Local Government remains solely responsible for ensuring that such certified roll contains no errors or omissions as stated in § 197.3632(5)(a), Florida Statutes, and the Property Appraiser assumes no liability or responsibility for any such errors and omissions.

3. **Software / Data Storage.** The Property Appraiser maintains software, which it will use to edit and store any information provided to the Property Appraiser for use in fulfilling the Property Appraiser's obligations pursuant to this Agreement and its general administration of the Uniform Method pursuant to Chapter 197, Florida Statutes, and Rule 12D-18.004, Florida Administrative Code. The Property Appraiser will store and maintain the Local Government's data and related programs in the same manner as he/she maintains and safeguards other Volusia County tax data.

4. **Cooperation.** In addition to the foregoing, the Property Appraiser will make reasonable efforts to assist and accommodate the Local Government's creation of a non-ad valorem assessment roll, cooperate with the Local Government and the Volusia County Finance Department and Revenue Division to implement the Uniform Method pursuant to and consistent with Chapter 197, Florida Statutes, including §§ 197.3632 and 197.3635 thereof, and make available the Property Appraiser's methodology and data used to calculate the per unit cost described in Article IV of this Agreement.

III. Duties of the Local Government.

1. **Non-Ad Valorem Assessment.** The Local Government warrants that the Assessment to which this Agreement applies is valid, lawfully imposed, and duly levied by the Local Government on the properties subject thereto as described in **Exhibit A**. The Local Government further agrees to post the non-ad valorem assessment for each

parcel on the non-ad valorem assessment roll in a manner such that the assessment roll is free of errors and omissions.

2. **Reimbursement.** Each year, the Local Government shall pay to the Property Appraiser the necessary administrative costs of collection incurred by the Property Appraiser in the administration of the Assessment pursuant to Article IV (titled "Payment of Administrative Costs") of this Agreement.

3. **TRIM Notice.** The Local Government shall cooperate with the County in the preparation and delivery of the Truth in Millage Notice as provided for in § 200.069, Florida Statutes, and agrees to timely notify the Property Appraiser of the Local Government's proposed non ad valorem assessment rate per unit and the taxpayer contact information that will be displayed on such notice. Notice of the proposed or adopted non-ad valorem assessment must be included in such notice as set forth in § 200.069(10), Florida Statutes.

4. **Certification of the Non-Ad Valorem Assessment Rate.** By September 15th of each tax year, the Local Government shall submit to the Property Appraiser the certified non-ad valorem assessment rate per unit to the Property Appraiser. The Property Appraiser shall not be liable for any delays or failure to prepare, certify, or submit the Local Government's non-ad valorem assessment roll or to otherwise implement the Uniform Method with regard to the Assessment if the Local Government (i) fails to timely submit such certified non-ad valorem assessment rate (ii) provides an incorrect rate, or (iii) provides a rate in a corrupted format or a format that cannot be accessed or read by the Property Appraiser.

5. **Changes, Modifications, and Corrections.** The Local Government shall designate and authorize a person or entity other than the Property Appraiser who will receive and process any request for changes, modifications, or corrections to the non-ad valorem assessment roll and, if necessary, file with the Property Appraiser an appropriate certificate of correction.

6. **Additional Information.** If the Local Government determines that the information supplied by the Property Appraiser pursuant to Article II, § 1. Information of this Agreement is insufficient for the Local Government's purposes, the Local Government shall obtain further information from other sources.

7. **Coordination.** The Local Government shall cooperate with the Property Appraiser to implement the Uniform Method pursuant to and consistent with applicable state law and any relevant regulations duly promulgated by the Florida Department of Revenue.

IV. Payment of Administrative Costs.

1. **Per Unit Charge.** The Property Appraiser's charge to the Local Government for the units assessed pursuant to the Assessment for the 2016 tax year

and for each year thereafter unless otherwise adjusted shall be seventy-seven cents (77¢) per assessment unit, which per unit charge constitutes the actual cost of collecting the non-ad valorem assessment to the Property Appraiser's office as described in § 197.3632(2), Florida Statutes, and Rule 12D-18.004(2), Florida Administrative Code. Because such per unit charge is the actual cost to the Property Appraiser of administering the Assessment pursuant to the Uniform Method, such charge shall be subject to unilateral adjustment by the Property Appraiser on an annual basis to account for fluctuations in such cost.

2. **Adjustments.** If the Property Appraiser, after review of his/her operations and relevant data, determines the charge should be either increased or decreased, he/she shall send written notice to the Local Government of the adjustment. If notice is sent prior to January 10th of the current tax year, the adjustment shall be effective within the current tax year. Otherwise, such notice shall be effective in the next tax year.

3. **Challenges.** If the Local Government believes the adjusted charge does not reflect the actual cost of the administrative services provided by the Property Appraiser pursuant to this Agreement or otherwise violates § 197.3632(2), Florida Statutes, the Local Government may, within 10 (ten) days of its receipt of such notice, send a notice to the Property Appraiser objecting to the adjustment, which notice shall include a concise summary of the reason(s) as to why the Local Government is objecting and a request for a meeting with the Property Appraiser to reconsider the adjustment. Failure to request such meeting shall be deemed a waiver of the Local Government's right to challenge the adjustment. If requested, the meeting shall be scheduled within twenty (20) days of the receipt of such request. The Property Appraiser shall render a final decision regarding the adjusted charge within ten (10) days following such meeting or such other time as may be agreed upon by the Local Government and the Property Appraiser. Such final decision shall be binding as to both parties and constitute final agency action.

4. **Payment.** The Local Government agrees that the payment due pursuant to this Agreement may be withheld by the Volusia County Finance Department from the revenue collected from the Assessment and transferred to the Property Appraiser. If such withhold does not occur or insufficient Assessment revenue is collected to reimburse the Property Appraiser pursuant to this Agreement, the Property Appraiser may invoice the Local Government for payment of any deficiency pursuant to the applicable provisions of Part VII of Chapter 218, Florida Statutes.

V. Miscellaneous.

1. **Indemnification.** The Local Government agrees to indemnify, defend, and hold harmless Volusia County and its Property Appraiser from and against any claims, sanctions, costs, or damages imposed against or incurred by Volusia County or its Property Appraiser, including, but not limited to, attorney's fees or costs, which claims, sanctions, costs, or damages arise from (i) any act or omission committed by the Local Government in adopting, administering, levying, or enforcing the Assessment,

(ii) any defect in the Assessment itself, (iii) any challenge regarding the validity or legality of the Assessment, or (iv) any defect in the certified non-ad valorem assessment roll submitted to Volusia County pursuant to § 197.3632(5)(a), Florida Statutes.

2. **Entire Agreement.** This Agreement embodies the whole understanding of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

3. **Amendment.** Unless otherwise expressly provided herein, any alteration, variation, modification, extension, renewal, or waiver of the provisions of this Agreement shall be valid only when reduced to writing, duly authorized and signed by all parties.

4. **Notices.** All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person or sent certified or registered mail, return receipt requested, first class, postage prepaid, and addressed as follows:

IF TO LOCAL GOVERNMENT:

WITH COPY TO:

Local Government Attorney

IF TO COUNTY:

Volusia County Property Appraiser
123 West Indiana Avenue
Room 102
DeLand, FL 32720

WITH COPY TO:

Volusia County Attorney
123 West Indiana Avenue
DeLand, FL 32720

5. **Construction – Governing Law.** This Agreement is intended to complement the statutes and regulations pertaining to the Uniform Method and shall be construed together with the applicable provisions of the Florida Statutes and any duly promulgated Department of Revenue rules pertaining to the Uniform Method, including, but not limited to § 197.3632, Florida Statutes, and Rule 12D-18.004, Florida Administrative Code, or any successor statutes or rules, as such may be amended or supplemented from time to time. Any duly adopted statutes or regulations pertaining to the Uniform Method and the administration thereof shall (i) govern those items not specifically covered herein and (ii) are hereby incorporated by reference. If any terms or conditions of this Agreement conflict with duly enacted statutes or adopted

regulations pertaining to the Uniform Method, such statutes or regulations shall govern to the extent any such conflict exists.

6. **Sovereign Immunity.** Regardless of anything set forth in this section or any other part of this Agreement to the contrary, each party expressly retains all rights, benefits, and immunities of the doctrine of sovereign immunity in accordance with § 768.28, Florida Statutes, and nothing in this Agreement shall be deemed as a waiver of the doctrine of sovereign immunity or any of the limits of liability of either party beyond any statutory limited waiver of immunity or those limits of liability which may have been or may be adopted by the Florida Legislature. Nothing in this Agreement shall be read or otherwise interpreted to require or otherwise allow the indemnification of one party for the negligent acts of the other in contravention of § 768.28, Florida Statutes, nor shall anything in this Agreement inure to the benefit of any third party for the purpose of allowing any claim against either party, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

IN WITNESS WHEREOF, the parties have executed this Agreement with the Volusia County Property Appraiser for the Utilization of the Uniform Method of Collection of Non-Ad Valorem Assessments on the day and year written below.

ATTEST:

By: _____

Chair/Mayor

ATTEST:

PROPERTY APPRAISER
COUNTY OF VOLUSIA, FLORIDA

By: _____
Morgan B. Gilreath, Jr.
Property Appraiser
Volusia County, Florida



Morgan B. Gilreath, Jr., M.A., A.S.A., C.F.A.
Property Appraiser

May 19, 2015

[Distributed by Email to:]

Volusia County Council and City Mayors
County and City Managers
Finance Directors
Indigo CDD

Subject: Non-Ad Valorem Assessments (NAVA) Changes for 2015 and 2016 Tax Rolls
2015: Contract Agreement between Local Government and Volusia Property Appraiser
per F.S. 197.3632 (2)
2016: Property Appraiser Fees in Contract per F.S. 197.3632

Dear Volusia Local Government Officials:

Non-Ad Valorem Assessments (NAVA) provide a means of funding certain local government services as authorized by Florida Statute 197.3632: "Uniform method for the levy, collection, and enforcement of non-ad valorem assessments." Also specified in this statute is the authorization for reimbursement of necessary administrative costs incurred by County Property Appraisers and Tax Collectors. Attached is the "Volusia County Property Appraiser's Non-Ad Valorem Process," which describes the annual procedures performed by my office in processing over 256,000 NAVA accounts for Volusia local governments. Also attached is a list of NAVA counts and revenues for each local government for last year's Tax Roll (2014).

In past years, the Property Appraiser's office chose not to charge fees for this service, although allowed to under the statute. We have essentially been absorbing the administrative and other related costs. By the end of the 2014 Tax Roll, we were actively processing NAVA for 256,200 accounts for Volusia County, ten cities and one Community Development District (CDD). There are two new NAVA being added by cities for the 2015 Tax Roll. The usage of this Uniform Method is now at a point where I must add additional staff to cover our other costs and continue to provide good NAVA service to you. My plan is to begin with adding an analyst-oriented position and testing that before adding anything else. Part of this is also offering to assist you in the analysis of existing or new Non-Ad Valorem Assessments. No one knows our data better than we do. I believe we can help you with analysis of our data with your NAVA, existing and/or future ones. Along similar lines, I invite you to use us in other analytic ways relating to our real-estate-related data and your municipal functions and plans.

I am not proposing a NAVA Fee for the 2015 Tax Roll. "Tax Roll time" is when city and county annual budgeting-planning culminates with public budget hearings, adopted millage rates and finalized valuation assessments. I am, therefore, proposing to take these "NAVA-fee-discussions" into our next fiscal year (Oct 1st – Sep 30th) with a goal of having contracts with you for an October 2016 billing cycle (for next year's 2016 Tax Roll).

Memorandum to Volusia Local Governments
May 19, 2015
Page 2 of 2

We are currently in the process of working with our Attorney and the County's Legal Department in preparing a standard contract, per F.S. 197.3632(2) for PA fees as discussed above before producing the 2016 Tax Roll next year. We will be sending this agreement to you in the coming months, once it is finalized.

Please use this letter as my agreement to provide this service to you for the 2015 Volusia County Tax Roll.

I'm writing now to make you aware of our plans while providing adequate time for discussion and finalization.

Sincerely,

A handwritten signature in blue ink, reading "Morgan B. Gilreath, Jr." with a stylized flourish at the end.

Morgan B. Gilreath, Jr. MA, ASA, CFA
Property Appraiser

Attachments:

- 1) Volusia County Property Appraiser (VCPA) Annual Non Ad Valorem Assessment (NAVA) Procedures
- 2) NAVA Counts and Revenues by Volusia Local Governments (2014 Tax Roll)



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 07/19/2016

Consent item: No

SUBJECT: Yorktowne property transfer and proposed closing on or before July 26

DEPARTMENT: City Attorney

GOAL:

OBJECTIVE:

RECOMMENDED MOTION:

SUMMARY:

Project	Funding Account
No.:	No.:

ATTACHMENTS:

Robin Fenwick
Margaret Roberts
M. Jake Johansson

Created/Initiated - 07/06/2016
Approved - 07/14/2016
Final Approval - 07/14/2016



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 07/19/2016

Consent item: No

SUBJECT: City Manager Comments

DEPARTMENT: City Manager

GOAL:

OBJECTIVE:

RECOMMENDED MOTION:

SUMMARY: We have completed the research on Urban Chickens and will be presenting on August 2nd.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

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