



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

FEBRUARY 3, 2015

AGENDA

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

A. OPENING

1. Pledge of Allegiance
2. Invocation by Pastor Scott Kirschner of Christ The King Community Church
3. Roll Call

B. STATE OF THE CITY ADDRESS

C. AGENDA APPROVAL

D. BOARD APPOINTMENTS, INTERVIEWS, REPORTS

4. Environmental Advisory Board Update

E. CITIZEN PARTICIPATION (Agenda)

5. Port Orange Soccer Club

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

G. COUNCIL COMMENTS

6. Comments/Concerns from Council Members

H. TABLED ITEMS

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

I. CONSENT AGENDA

8. Resolution No. 15-11 - ECHO Grant Application for Acquisition of the FEC Port Orange Train Depot
9. Ratification of Forfeiture Proceedings
10. Florida Power & Light (FPL) License Agreement
11. Award of RFSQ #14-02 - Continuing Surveying Services
12. Quentin L. Hampton Associates, Inc. Contract for Inspection Services Addenda No. 4 and 7
13. Award Contract for Executive Management Search Firm Services to The Mercer Group
14. Piggyback State Contract for Council Chambers Audio/Visual Upgrades
15. Update on Construction Projects from QLH

J. REGULAR AGENDA

16. Approval of Minutes
 - a. January 20, 2015 - Regular City Council Meeting Minutes
17. Emergency Ordinance No. 2015-4 - Extension for Non- Exclusive Roll Off Franchise Agreements
18. Discussion regarding Legislative Priorities
19. Offer to Purchase 15 acres at Williamson Business Park

K. COMMENTS

20. City Attorney Comments
21. Interim City Manager Comments

L. ADJOURNMENT

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

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



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/03/2015

Consent item: No

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

DEPARTMENT: City Manager

RECOMMENDED MOTION: Move to approve agreement for services between the City and the Port Orange/South Daytona Chamber of Commerce.

SUMMARY:

ITEM TABLED ON 12/9/14

For a number of years the City has had an agreement with the Port Orange/South Daytona Chamber of Commerce under which the Chamber provided certain specified business development services for the City. The attached proposed Agreement would continue those services until September 30, 2015. The Agreement is subject to being canceled by either party upon thirty days notice.

When this agreement was tabled on December 9, City Council directed City staff to work with the Chamber of Commerce to better define the services to be provided, and to determine how those services would be measured. Services to be provided and measurement criteria are specified in Attachment A, which can be found on pages 4 through 6 of the agreement. The City shall pay the Chamber \$20,000 for the work performed under the contract. Such compensation shall be payable in quarterly payments of \$5,000.00 each, in advance on the first day of October, January, April and July. The October, 2014 and January, 2015 payments shall be due upon City Council approval of this Agreement.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Chamber Services Agreement	.pdf
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Fenwick, Robin
Rosen, Alan
Riehm, Tracey
Roberts, Margaret

Created/Initiated - 01/21/2015
Approved - 01/26/2015
Approved - 01/27/2015
Approved - 01/27/2015

Harden, David

Final Approval - 01/27/2015

CHAMBER SERVICES AGREEMENT

This Agreement is made this _____ day of February, 2015 by and between the **City of Port Orange**, a Florida municipal corporation (hereinafter “**City**”) and the **Port Orange/South Daytona Chamber of Commerce**, a Florida not-for-profit corporation (hereinafter “**Chamber**”) and in consideration of the mutual conditions and covenants contained herein, the parties agree as follows:

1. Services. The Chamber shall provide the services as outlined on Attachment A, which are hereby incorporated by reference and made a part of this Agreement.

2. Term. This Agreement shall be for a term of one (1) year commencing on October 01, 2014 and ending on September 30, 2015.

3. Compensation. The City shall pay the Chamber for the work performed hereunder the total sum of \$20,000.00. Such compensation shall be payable in quarterly payments of \$5,000.00 each, in advance on the first day of October, January, April and July. The October, 2014 and January, 2015 payments shall be due upon City Council approval of this Agreement.

4. Termination. Either party may terminate this Agreement thirty (30) days after receipt by the other party of written notice of intent to terminate.

5. Governing Law and Venue. This Agreement, the rights and obligations of the parties hereto, any and all claims or disputes relating thereto, shall be exclusively governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute under this Agreement shall exclusively be in the state courts of competent jurisdiction sitting in Volusia County, Florida.

6. Indemnity. The Chamber will indemnify and hold harmless the City from and against all claims, damages, injuries, liabilities, losses and expenses, including reasonable attorney’s fees and costs, arising out of or resulting from the performance of its operations under this Agreement.

7. Notices. All notices required to be given by either party shall be in writing addressed to the other party as follows, and delivered by certified mail, return receipt requested, or in person:

CITY: City Manager
1000 City Center Circle
Port Orange, FL 32129

CHAMBER: Executive Director
Port Orange/South Daytona Chamber of Commerce, Inc.
3431 Ridgewood Avenue
Port Orange, FL 32119

8. Contract Administration. The assistant city manager shall perform contract administration of this Agreement.

9. Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

10. Severability. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained in this Agreement.

11. Waiver. No waiver of any breach of any agreement or provision in this Agreement shall be deemed a waiver of any preceding or succeeding breach of this Agreement. No extension of time or performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act.

12. Entire Agreement. This Agreement represents the entire agreement of the parties with respect of the subject matter of this Agreement, and all other prior agreements, written or oral, are hereby merged in this Agreement and are of no further force of effect. This Agreement may not be changed orally, but only by

agreement in writing, signed, by the party against whom enforcement of any waiver, change, modification or discharge is sought.

13. Interpretation. It is the express agreement of the parties under the circumstances calling for the construction of interpretation of any of the provisions or terms herein, that this Agreement shall not be construed against a party by reason of responsibility for its drafting.

City of Port Orange

By: _____
Allen Green, Mayor

And: _____
David Harden, Interim City Manager

Port Orange/South Daytona Chamber of Commerce

By: _____
Debbie Connors, Executive Director

And: _____
Raymond M. Donadio, Jr., President

APPROVED AS TO FORM:

Matthew J. Jones
Assist. City Attorney

ATTACHMENT A
SERVICES TO BE PROVIDED

The following list of services are grouped into goal areas and include measures that are to be reported quarterly

- **Provide technical assistance to the City on issues impacting economic development and small business**
 1. Continue to coordinate advisory task forces to work with the City at the City's request on issues impacting small business and assist the City in reviewing issues directly affecting the business community.
 - Number of active advisory task forces
 2. Work with the City, Team Volusia and the Volusia County Business Development Corporation to follow up on business prospects visiting the area.
 - Percent of follow-ups with business prospects who visited Port Orange
 3. Organize business owners from Ridgewood Avenue to participate in the City's activities to promote economic development in the Ridgewood corridor.
 - Percent of business owners from the Ridgewood Corridor invited to participate in activities to promote economic development in the corridor
 4. Recruit members for involvement in City committees, boards and activities affecting growth and development in the area.
 - Number of candidates the Chamber proposed for recruitment on City committees, boards, and activities when made aware of opportunities
- **Provide technical assistance to businesses and the public on issues impacting economic development and small business**
 1. Conduct monthly visits to local businesses within Port Orange to offer assistance and resources.
 - Number of City businesses visited each month
 2. Conduct at least one (1) small business development seminar or program quarterly to assist area businesses.
 - Number of small business seminars conducted each quarter
 3. Assist in planning a business expo or other project or event for Port Orange Family Days
 - Did the Chamber assist in planning business expo or other project even for Port Orange Family Days?

4. In conjunction with the City, develop and cosponsor at least one (1) conference or seminar for small businesses interested in: providing services to the City, learning about the City's permitting processes, or other issues pertaining to enhancing the relationship between the City and the business community.
 - Number of conferences or seminars developed or cosponsored with the City for small businesses
 5. Maintain the Leadership Training Program to encourage individuals to become involved in the Chamber and the community.
 - Number of individuals completing the Leadership Training Program
 6. Provide information on the community for people visiting or relocating to the City
 - Number of inquiries received including walk-ins, calls and referrals
 7. Maintain current business tax list issued by the City in order to determine all possible businesses eligible for Chamber membership and assistance.
 - Did the Chamber maintain a current business tax list?
 8. Receive and process complaints on businesses located in the City.
 - Number of complaints received and processed
- **Provide services to the City**
 1. Provide a page for the City of Port Orange in the Community and Business Guide every year.
 - Did the Chamber provide a page to the City in the Community Business Guide?
 2. Maintain an area web page that will be hyperlinked to the City web page and Team Volusia web page.
 - Did the Chamber maintain an area web page with links to the City and Team Volusia web pages?
 3. Make the Riverside pavilion available to the City when not in use and when needed for City functions.
 - Did the Chamber make the Riverside pavilion available to City when not in use?
 4. Provide copies of the chamber newsletter to the Mayor, City Council Members, and City Manager.
 - Did the Chamber provide copies of the monthly newsletters to the Mayor, City Council, and City Manager?
 5. Develop and distribute informational materials for economic development purposes.
 - Number of informational materials distributed

- **Foster continuous communication with the City**

1. Provide an opportunity for City officials to speak during at least one (1) chamber program annually.
 - Number of chamber programs where City officials were invited to speak
2. Provide updates to the City on activities in other communities through chamber meetings and activities with other chambers.
 - List of joint meetings or activities attended
3. Provide reports to the City Council at Council's request, but not more frequently than quarterly detailing the services provided to the City within the reporting period. Reports should include updates on the objectives and measures included in this agreement.
 - Number of reports provided to City Council
4. Meet with the City Manager and Council Liaison monthly to maintain lines of communication between the Council and the Chamber.
 - Number of meetings with City Manager and Council Liaison
5. Provide at least two (2) forums annually for the business community to meet with local elected officials.
 - Number of forums provided for business community to meet local elected officials



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/03/2015

Consent item: No

SUBJECT: Resolution No. 15-11 - ECHO Grant Application for Acquisition of the FEC Port Orange Train Depot

DEPARTMENT: City Manager

RECOMMENDED MOTION: Move to approve Resolution 15 - 11, authorizing the City Manager to submit a Volusia ECHO Grant application to acquire the historic Florida East Coast (F.E.C.) Port Orange Train Depot and to authorize the Mayor and City Clerk to execute any agreements or contracts and provide a match.

SUMMARY: The City has the opportunity to seek funding assistance from the Volusia ECHO Grant program to acquire the National Register of Historic Places F.E.C. Port Orange Train Depot to preserve history and utilize in Riverwalk Park as a trailhead for recreational purposes. According to the F.E.C. historian Seth Bramson, the depot was constructed in 1894 and is one of only seven remaining depots from the Henry Flagler period. In addition, Volusia County's Historic Preservation Board placed the Port Orange Train Depot on its Most Endangered Property List in 2014. The current owner has provided a letter confirming a willingness to sell the depot and the property (415 Herbert Street). The total acquisition cost includes the \$145,000 asking price as well as the estimated \$7,250 in closing costs.

The concept is that the City would acquire the depot with the property. Then the property would be sold and the proceeds of the property sale used to fund the cost of moving the building and adapting it for reuse. The City would request \$78,125.00 (50%) from the ECHO program and the City would provide a 50% match of \$78,125.00 from the bond refinancing proceeds. Project No.: AIO004 Funding Account No.: 320-1000-519-63-97

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Reso. No. 15-11	Reso. No. 15-11.doc
2.	FEC Historian Letter	FEC Seth Bramson LETTER.pdf
3.	Train Depot Photo	Depot Port Orange FEC Railroad 2013 .jpg
4.	FEC Train Depot Location Maps	FEC Depot Location and Relocation Maps.pdf
5.	FEC Depot Owner's Letter	FEC Train Depot Owner Letter 2015.pdf

Donahue, Kent	Created/Initiated - 01/19/2015
Harden, David	Approved - 01/26/2015
Riehm, Tracey	Approved - 01/27/2015
Roberts, Margaret	Approved - 01/28/2015
Harden, David	Final Approval - 01/28/2015

RESOLUTION NO. 15-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY MANAGER TO SUBMIT AN APPLICATION FOR FINANCIAL ASSISTANCE TO VOLUSIA COUNTY, VOLUSIA ECHO GRANT PROGRAM FOR ACQUISITION OF THE FEC PORT ORANGE TRAIN DEPOT AT 415 HERBERT STREET TO PRESERVE HISTORY AND UTILIZE THE DEPOT AS A TRAILHEAD FOR RECREATIONAL PURPOSES IN RIVERWALK PARK; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AGREEMENTS OR CONTRACTS; PROVIDING FOR MATCHING FUND CONTRIBUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the County of Volusia provides financial assistance under the Volusia ECHO Grant Program for the encouragement of Environmental, Cultural, Historic, and Outdoor projects that benefit Volusia; and

WHEREAS, the City Council of the City of Port Orange is proposing the acquisition of the National Register of Historic Places Florida East Coast Port Orange Train Depot at 415 Herbert Street to preserve history and utilize as a trailhead in Riverwalk Park for recreational purposes; and

WHEREAS, the City Council of the City of Port Orange desires to authorize the submission of an application for financial assistance to the County of Volusia under the Volusia ECHO Grant Program.

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

Section 1. The Mayor and City Manager of the City of Port Orange are hereby authorized to submit an application for financial assistance to the County of Volusia,

Volusia ECHO Grant Program. The grant application is for the acquisition of the National Register of Historic Places Florida East Coast Port Orange Train Depot at 415 Herbert Street to preserve history and to utilize as a trailhead in Riverwalk Park for recreational purposes. The Mayor and City Clerk shall be authorized to execute agreements or contracts necessary to implement this Resolution.

Section 2. The City has committed to a \$78,125.00 cash contribution or less but not to exceed \$78,125.00 of the total project costs.

Section 3. This resolution shall become effective immediately upon adoption.

MAYOR ALLEN GREEN

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Adopted on the day of

Reviewed and Approved: _____
City Attorney

Donahue, Kent

From: Seth H. Bramson <mrfec@yahoo.com>
Sent: Tuesday, July 15, 2014 12:45 PM
To: Donahue, Kent
Subject: Re: Port Orange FEC Depot

SETH H. BRAMSON
Company Historian
FLORIDA EAST COAST RAILWAY COMPANY

330 N. E. 96th St.
Miami, FL 33138
(305) 757-1016

seth.bramson@fecrwy.com, seth@fecrailway.net, mrfec@yahoo.com

Mr. Kent Donahue
Public Information Officer and Grants Manager
City of Port Orange
386-506-5522

Dear Mr. Donahue:

RE: PRESERVATION OF PORT ORANGE DEPOT

As the company historian of the Florida East Coast Railway I want to emphatically lend my support to the efforts to preserve the Port Orange FEC depot.

That building is one of only about seven (out of several hundred) of our depots still standing and, unlike so many cities and towns along our right-of-way who now wish that they had done the right thing and preserved their stations, you are moving on the right path to do just that.

I wish you well in your efforts and if I may be of assistance in providing photographs or memorabilia, or, at some point, if you wish me to give a talk on the incredible history of our fabled railway, please donot hesitate to let me know.

Cordially,

Seth

Seth H. Bramson

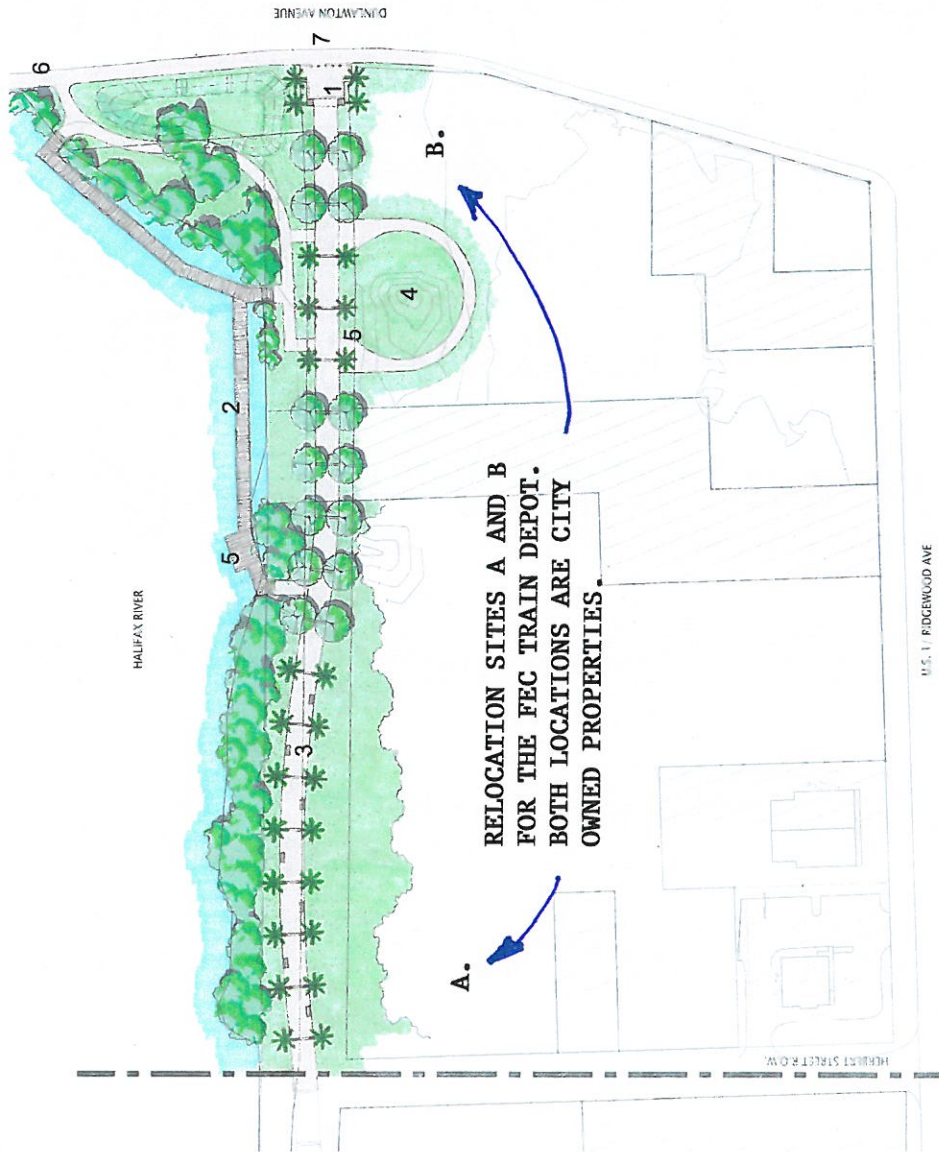
On Tuesday, July 15, 2014 10:42 AM, "Donahue, Kent" <kdonahue@port-orange.org> wrote:





Port Orange Riverwalk Conceptual Master Plan South End - Phase 3

1. Entry Feature
2. Boardwalk
3. Promenade
4. Shell Midden
5. Historical/ Education Signage
6. Connection to Causeway Park
7. East Coast Greenway Trail Connection



HERBERT ST

©2014 Google

FEC RAILROAD

415 Herbert Street

TRAIN DEPOT



Bryan Berntsen
5940 Riverside Drive
Port Orange, FL 32127
386-767-0130

January 9, 2015

I, Bryan Berntsen, consent to sell the old Port Orange FEC Railroad Station and the property on which it sits @ 415 Herbert Street to the City of Port Orange for the amount of \$145,000.

This is not an exclusive promise to sell to the City of Port Orange but will depend upon "timely" efforts on the part of the city to acquire necessary ECHO grants, financing etc. with which to purchase the property. "Timely" will be determined by the owner and at which time if progress is not made by the city to acquire this property the owner will look to other entities interested in purchasing the property.

This correspondence is solely a letter to confirm the selling price of \$145,000.00 and to allow the city first chance to secure the property before it goes on the market.

Sincerely,


Bryan Berntsen

State of Florida
County of Volusia

The foregoing instrument was acknowledged before me this 9th day of January, 2015 by Bryan Berntsen who produced identification Florida Driver's License

Notary - Cynthia K. Rivera






CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/03/2015

Consent item: No

SUBJECT:

Ratification of Forfeiture Proceedings

DEPARTMENT: City Attorney

RECOMMENDED MOTION: Move to ratify the filing and continued prosecution of the open and active civil forfeiture cases.

SUMMARY: The City Attorney's Office recommends ratifying the filing and pursuit of the following forfeiture lawsuits:

In re: Forfeiture of U.S. Currency in the Amount of \$1,200.00
(Claimant: Jeremy D. Bailey)

In re: Forfeiture of U.S. Currency in the Amount of \$1,929.00
(Claimants: Milissa A. Walker & Nicholas A. Hill)

These cases are civil litigation initiated by the city against defendants using personal and/or real property to engage in criminal conduct. The Police Department and the City Attorney's Office, in an effort to deter criminal conduct, forfeit the property as authorized in the Florida Contraband Forfeiture Act.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

Jones, Matthew
Roberts, Margaret
Harden, David

Created/Initiated - 01/08/2015
Approved - 01/27/2015
Final Approval - 01/27/2015



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/03/2015

Consent item: No

SUBJECT: Florida Power & Light (FPL) License Agreement

DEPARTMENT: Administrative Services

RECOMMENDED MOTION: Move to approve the License Agreement for the use of Florida Power and Light's property east and west of Nova Road, and to authorize the Mayor and City Clerk to execute said License on behalf of the City.

SUMMARY:

The proposed License Agreement permits the City to legally use and occupy land owned fee simple by FPL for an underground reclaimed water line and fiber optic cable. The existing fiber optic cable that runs through this conduit services City facilities in the eastern portion of the City. The subject property is located generally east of Nova Road, north of Discount Auto Parts (3759 Nova Road) and the Park Place Plaza development (Bealls Shopping Plaza); and west of Nova Road, north of the Countryside development. The license area extends west to the Countryside PUD Unit XII subdivision.

Project No.: Funding Account No.: 501-0700-519.46-10

ATTACHMENTS:

1.	FPL License Agreement	#1785772v3_FPLGCDMS_ - License Agreement - Port Orange - FPL.DOC
2.	FP&L Exhibit A - City Fiber Optic Cable	FPL Licensing Agreement Exhibit 2014.pdf

DiChiara, Paula
Steinebach, Donna
Hicks, James
Riehm, Tracey
Roberts, Margaret
Harden, David

Created/Initiated - 12/02/2014
Approved - 12/05/2014
Approved - 12/05/2014
Approved - 12/20/2014
Approved - 01/27/2015
Final Approval - 01/27/2015

LICENSE AGREEMENT
(FPL License # 0023-ND-1978)

THIS LICENSE AGREEMENT ("**License**"), is made effective as of the ____ day of _____ 2015 ("**Effective Date**") between FLORIDA POWER & LIGHT COMPANY ("**Licensor**"), a Florida corporation, whose mailing address is P.O. Box 14000, Juno Beach, Florida 33408-0420, Attn: Corporate Real Estate Department, hereinafter referred to as "Licensor" and City of Port Orange ("**Licensee**"), a political subdivision of the State of Florida, whose mailing address is 1000 City Center Circle, Port Orange, Florida 32129, hereinafter referred to as "Licensee".

WITNESSETH

WHEREAS, Licensor is the fee simple owner of certain real property located in Volusia County, Florida, hereinafter referred to as the "**Licensed Premises**" and more particularly shown and described in the attached "Exhibit A", "Exhibit B" and "Exhibit C", each of which is incorporated herein by this reference

AND, WHEREAS, Licensee desires to occupy and use the Land as stated herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, Company hereby grants and Licensee hereby accepts this License to use and occupy the Land upon the following terms, conditions and provisions:

TERMS, CONDITIONS AND PROVISIONS

1. **Use:** The Land is to be used by Licensee solely for operation, maintenance, repair and removal of a single underground eight (8) inch diameter effluent reuse pipeline, and a single underground conduit pipe containing fiber optic strands for government communications only, but for no other purpose. Licensee shall obtain any and all applicable federal, state, and local permits required in connection with Licensee's use of the Land and provide to Company copies of any permits it obtains for the use of the Land. Licensee shall pay for all utility and other services furnished to or for Licensee on the Land.

2. **Term:** This License is for a term of ten (10) years, unless earlier terminated as provided herein, retroactively beginning upon the 1st day of October, 2012, and ending upon the 30th day of September, 2022.

3. **License Fee:** Licensee hereby covenants and agrees with Company, that commencing upon the first day of the term of this Agreement and upon the same date each year thereafter for as long as this License shall be valid, effective and in force, Licensee shall pay to Company, an annual License Fee. The License Fee shall be in the amount of One Thousand Four Hundred Twenty Dollars (\$1,420.00) each year, plus the cost to Company of securing owners and contractors protective liability insurance (as set forth below and as further described in this Agreement), plus sales tax if applicable (collectively, the “**License Fee**”), commencing upon the first day of the Term of this License and then again on October 1st each year thereafter, and delivered in the form of a regular bank check, cashier’s check, or money order. The cost to Company of securing owners and contractors protective liability insurance coverage for the first year of the term and each year thereafter of this license is One Thousand Five Hundred, Forty-Nine Dollars (\$1,549.00) each. Company will advise Licensee, in writing each year, of any future adjustments by insurer to the cost of the owners and contractors protective liability insurance. Payments shall be made to Company at the following address upon receipt of invoice:

FPL
General Mail Facility
Miami, Florida 33188-0001

4. **Company's Rights:** Licensee hereby acknowledges that Company is the fee simple owner of the Land described herein and agrees never to claim any interest or estate of any kind or extent whatsoever in the Land by virtue of this License or the occupancy or use hereunder. Licensee's use of the Land shall always be subordinate to Company's rights in the Land. Company reserves the right to enter upon the Land at any time for its purposes and Licensee shall notify its employees, agents, contractors, invitees, and licensees accordingly. Company and its

contractors will not be responsible or liable for any damage or loss to Licensee resulting from Company's use thereof for such purposes; however Company and its contractors shall exercise reasonable care to avoid damaging Licensee's property. Further, Company may at its discretion install or permit others to install upon the Land other overhead or underground facilities.

5. **Restrictions on Use:** Licensee shall not use the Land in any manner which, in the opinion of Company, may tend to interfere with Company's use of the Land or may tend to cause a hazardous condition to exist. Specifically, Licensee shall not cause or permit any waste of the Land, including the removal of soil, addition of fill or altering of existing grade, without the written permission of Company. Licensee shall keep the Land clean and clear so as to prevent it from becoming unsightly and shall not store materials and will see to it that no debris or trash is dumped or deposited thereon. Licensee shall keep the Land free and clear of rodents, bugs and vermin, and Licensee shall use, at its cost and at such intervals as Company shall reasonably require, a reputable pest extermination contractor to provide extermination services to the Land. Licensee shall drill no well on the Land nor construct or erect any building, structure, fixture, fences, shelter, attachment, or other improvement, whether the same be permanent or temporary, without prior written permission of Company. Any work to be performed by Licensee on the Land shall be in accordance with detailed plans and specifications to be prepared by Licensee and submitted to Company for written approval thereof. It is expressly agreed that Licensee shall not commence any such work until said plans and specifications have been so approved by Company. It is understood by Licensee that electrical equipment and appurtenances, including overhead and underground wires installed or to be installed on the Land by Company are conductors of high-voltage electricity. Licensee understands that disturbance of any of these facilities may cause a hazardous condition. Licensee will exercise extraordinary precautions so as to prevent damage or injury to property or persons in the vicinity of such facilities. Licensee agrees to notify its employees, agents, contractors, invitees and licensees of the existence of said high-voltage facilities and other installations. Licensee shall maintain effective dust control measures to prevent contamination of insulators. No equipment capable of extending greater than fourteen feet (14') above existing grade shall be permitted on the Land. Licensee shall not at any time permit trees, brush, plants, or any other foliage to exceed a height of fourteen feet (14') above existing grade. Licensee shall have the affirmative obligation of annually trimming trees, brush, plants or any other foliage to comply with this fourteen foot requirement and is obligated to provide Company with written notice that it has complied with this obligation on an annual basis. Company, in turn, shall have the right to inspect the Land to make certain that Licensee has complied with this requirement. Any violations of compliance with these vegetation requirements will result in the immediate cancellation of this License.

6. **Company's Right to Cure:** During the term of this License, Company, at its sole discretion, has the right to remove or cause to be removed by it or its contractors, all objects, materials, debris, or structures that create a hazardous condition to Company's facilities or interfere with Company's use of its facilities. Company may, at its sole discretion at any time during the term of this License, require the Licensee to post a bond in an amount determined by the Company to be necessary to protect its facilities. Said bond may be drawn upon by the Company in the event it must expend costs to cure any and all violations under this License, hazardous conditions and restore power resulting from electrical outages. All costs expended by Company pursuant to this paragraph will be the sole obligation of Licensee and will be reimbursed to company immediately upon demand. In the event any of Licensee's activities on or use of Company's land result in electrical outages, all costs incurred by Company to restore power are the sole responsibility of Licensee and will be reimbursed to Company immediately upon demand. Any failure by Licensee to comply with its obligations under the terms of this paragraph will result in the immediate cancellation of this License without waiving Company's right to pursue any other remedies for damages.

7. **Fencing:** Fences may be installed on, over or across the Land upon obtaining prior written permission from Company, provided Licensee installs gates of adequate size to provide Company vehicles with ingress and egress to its facilities at all times. Such gates shall be provided at all locations where the fences cross Company patrol and finger roads and at all locations otherwise specified by Company. Fences and gates are to be grounded according to Company's specifications.

8. **Environmental:** Licensee agrees that no hazardous substance, as the term is defined in Section 101 (14) of the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA") (42 USC Section 9601 [14]), petroleum products, liquids or flammables shall be placed on, under, transported across, or stored

on the Land, which restricts, impairs, interferes with, or hinders the use of the Land by Company or the exercise by Company of any of its rights thereto. Licensee agrees further that in the event it should create a hazardous condition, then upon notification by Company, Licensee shall, within seventy-two (72) hours, at its sole cost and expense, correct such condition or situation; provided however that the Company retains the right to enter upon the Land and correct any such condition or situation at any time and, by its execution hereof, Licensee hereby agrees to indemnify and hold harmless Company from all loss, damage or injury resulting from Licensee's failure to comply with the provisions of this Agreement. Licensee further agrees that spraying of herbicides will be done in a manner so as to prevent the spray from making contact with Company facilities. Spraying using aircraft is strictly prohibited.

9. **Compliance with Laws:** Licensee agrees at its sole cost and expense to comply with all laws, rules, and regulations of any governmental authority having jurisdiction over the Land or use of Land and to employ practices standard in the County in which the Land is located for the purpose for which this License is granted and for the protection of the Land.

10. **Termination:** Either Company and/or Licensee may terminate this License by giving the other party at least ninety (90) days written notice of such termination. If Company terminates this Agreement for any reason not related to Licensee's breach thereof, then Company shall refund to Licensee, all unexpired and unused prorated portion of Licensee's advanced rental payment. Company may, at its election, terminate this License forthwith at any time if Licensee fails to comply with or abide by each and all of the provisions hereof or keep all and singular Licensee's promises and agreements herein, and any advance payments which may have been paid by Licensee to Company hereunder shall be retained by Company as and for liquidated damages, it being understood and agreed that the damages to be incurred by Company in the event of Licensee's failure to perform hereunder are not capable of being ascertained with mathematical precision as of the date of execution and delivery hereof. This License will terminate automatically upon the death or dissolution of the Licensee or if Licensee shall become insolvent or bankrupt or make an assignment for the benefit of creditors.

11. **Surrender.** At the commencement of this License, or at any time during the term thereof, Company at its sole discretion, may require Licensee to post a surety bond in an amount determined by the Company to ensure that Licensee shall quietly and peaceably surrender and deliver possession of the Land upon the expiration, revocation or other termination of this License. Licensee is required to deliver the Land in as good a condition as existed prior to the date of commencement hereof and within five (5) business days of such expiration, revocation or termination of this License. Licensee shall remove all personal property placed by it on the Land and shall repair and restore and save Company harmless from all damage caused by such removal. If such property is not so removed by Licensee, Company shall have the right to take possession of and appropriate to itself, without any payment or offset thereof, any property of Licensee or anyone claiming under Licensee then remaining on the Land. Company shall have the right to make such removal at Licensee's sole cost and expense, the amount of which Licensee agrees to pay to Company upon demand.

12. **Notices:** All notices under this License shall be deemed served when deposited in the United States mail, registered or certified mail or prepaid overnight courier and addressed to the parties at the addresses first written above. Either party may, at any time, designate in writing a substitute address for the address first written above, and thereafter notices shall be directed to such substituted address.

13. **No Encumbrances:** Licensee expressly covenants and agrees that the Land shall not be subject to any encumbrance by any mortgage or lien nor shall the Land be liable to satisfy any indebtedness that may result from Licensee's permitted operation.

14. **Indemnity:** Notwithstanding any other provision in this License to the contrary, Company, its parent, subsidiaries, affiliates, and their respective officers, directors, agents and employees (hereinafter referred to as "FPL Entities") shall not be liable for any injury to person(s) or damage to property arising out of or in connection with Licensee's occupancy and use of the Land except to the extent such claim is caused by the sole negligence of FPL Entities: nor shall FPL Entities be liable in any way for operations carried on by Licensee or any public, quasi-public or private companies, or governmental agencies or affiliated entities, or for loss of property by theft. Licensee shall assume all risk of loss of or damage to its own property and that of its patrons, agents, contractors or independent contractors, however occurring, except as may otherwise be specially

provided under the terms of this License. Licensee further agrees to indemnify and hold harmless FPL Entities from and against all claims, damages, losses and expenses, including attorney's fees at both the trial and appellate level, arising out of, resulting from or in any way related to, the occupancy and/or use by Licensee of the Land or Licensee's performance of the terms, conditions and provisions set forth in this License, however, this paragraph shall not be construed or interpreted as a waiver of the Licensee's sovereign immunity and the limits established in Section 768.28, Florida Statutes, nor shall this paragraph be construed or interpreted to impose contractual liability on the Licensee beyond the limits specified in Section 768.28, Florida Statutes of \$200,000 per individual claim and \$300,000 per incident or occurrence. This paragraph shall survive the expiration or earlier termination of this Lease, or any renewal term thereof.

15. **Insurance:** Licensee shall at all times during the entire term of this License, maintain a self-insurance program in compliance with all applicable laws, including, but not limited to Section 768.28 Florida Statutes and such coverage shall extend to and provide protection for any and all claims arising out of or in connection with Licensee's occupancy and use of Company's Land. In addition to the aforementioned coverage, Company maintains owners and contractors protective liability insurance coverage with limits of two million dollars (\$2,000,000.00) per occurrence for fatality, personal injury and/or property damage each, arising out of or in connection with Licensee's occupancy and use of Company's Land; however, such additional coverage shall not be deemed to relinquish Licensee from its duty and obligation to comply with any and all terms, conditions and provisions as set forth in this License. Company's cost for such owners and contractors protective liability insurance coverage plus any applicable taxes and fees shall be added to and incorporated into the annual License Fee to be paid by Licensee to Company and may be adjusted for future annual periods by the insurer.

16. **Ingress & Egress:** Company makes no warranties or representations concerning the Land or any means of ingress thereto or egress therefrom. Licensee shall not use for ingress and egress the right-of-way adjoining the subject property and Licensee shall not use the patrol and finger roads within the right-of-way for any purpose not herein expressly provided. At Company's structures, a strip of land forty feet (40') wide, twenty feet (20') on each side of the structures, including anchors and appurtenant equipment, shall not be used.

17. **No Transfer:** Licensee may not, without the prior written consent of Company, transfer, assign, sublet, enter into any license or concession agreement, or mortgage or hypothecate this License.

18. **Taxes & Assessments:** Licensee shall pay before delinquency all taxes, assessments, license fees and public charges levied, assessed or imposed upon its business operation, as well as upon its leasehold interest, trade fixtures, furnishings, equipment, leasehold improvements made by Licensee, alterations, changes and additions made by Licensee, merchandise and personal property of any kind owned, installed or used by Licensee in, on or upon the Land.

19. **Holding Over:** If Licensee remains in possession of the Land, or any part thereof, after any termination of this License, no tenancy or interest in the Land shall result therefrom, but such holding over shall be an unlawful detainer and all such parties shall be subject to immediate eviction and removal, and Licensee shall upon demand pay to Company, as liquidated damages, a sum equal to double the rental as set forth in Section 3 during any period which Licensee shall hold the Land after the Term has expired.

20. **Waiver of Jury Trial:** Licensee knowingly, voluntarily and intentionally waives the right it may have to a trial by jury in respect of any litigation based hereon, or arising out of, under or in connection with this License, or any document contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, statement (whether oral or written) or action of Lic

21. **Radon:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risk to persons who are exposed to it over time. Levels of radon that exceed Federal and State Guidelines have been found in buildings in the State the Land is located. Additional information regarding radon and radon testing may be obtained from your county public health unit.

22. **Time & Entire Agreement:** Time is of the essence, and no extension of time shall be deemed granted unless made in writing and executed by both Company and Licensee. This instrument constitutes the entire

agreement between the parties relative to the License hereby granted, and any agreement or representation which is not expressly set forth herein and covered hereby is null and void. Any amendment, modification, or supplement to this License must be in writing and executed by both Company and Licensee. Waiver by Company of any breach of any term or provision hereof shall not be deemed a waiver of subsequent breach of the same or any other term or provision hereof.

23. **Conflict of Law:** Should any provision of this License be determined by a court of competent jurisdiction illegal or in conflict with any applicable law, the validity of the remaining provisions shall not be impaired. In the event of any litigation arising out of enforcement of this License, the prevailing party in such litigation shall be entitled to recovery of all costs, including reasonable attorneys' fees.

24. **Headings:** The headings and underscorings contained herein are for convenience purposes only and shall not be used to interpret nor be deemed to extend or limit the specific sections. All terms used herein shall be construed as embracing such number and gender as the character of the party or parties require(s).

[SIGNATURES APPEAR ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the parties hereto have caused this License to be signed the day and year first above written.

Witnesses for Company:

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

COMPANY:

FLORIDA POWER & LIGHT COMPANY,
a Florida corporation

By: _____
Name: _____
Its: _____

Witnesses for Licensee:

Signature: _____
Print Name: _____

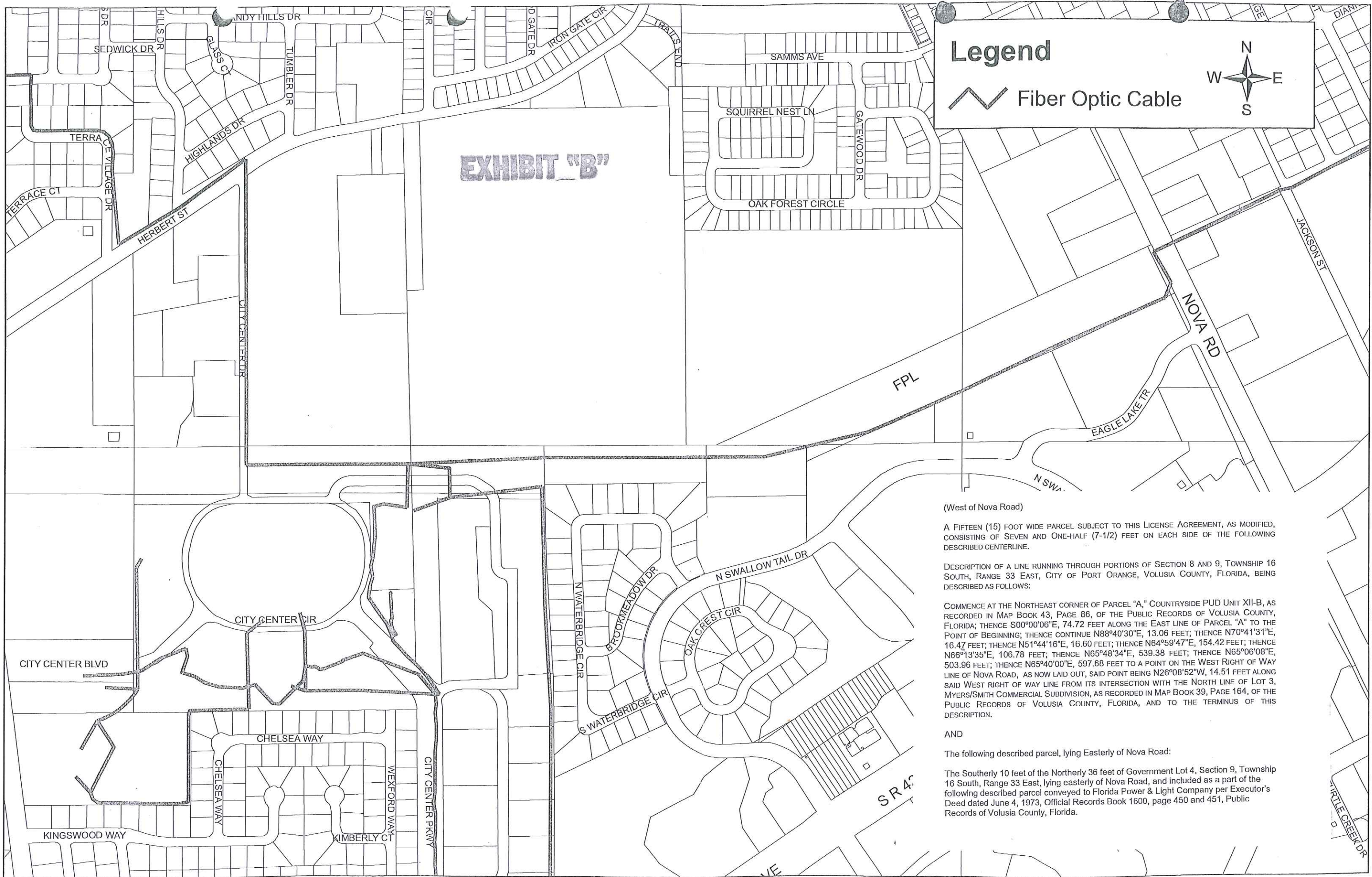
Signature: _____
Print Name: _____

LICENSEE:

City of Port Orange,
a political subdivision of the State of Florida

By: _____
Name: _____
Its: _____

VALID ON
THE FOREGO.
SALUB. TEGU.



Legend

~ Fiber Optic Cable



EXHIBIT "B"

(West of Nova Road)

A FIFTEEN (15) FOOT WIDE PARCEL SUBJECT TO THIS LICENSE AGREEMENT, AS MODIFIED, CONSISTING OF SEVEN AND ONE-HALF (7-1/2) FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

DESCRIPTION OF A LINE RUNNING THROUGH PORTIONS OF SECTION 8 AND 9, TOWNSHIP 16 SOUTH, RANGE 33 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF PARCEL "A," COUNTRYSIDE PUD UNIT XII-B, AS RECORDED IN MAP BOOK 43, PAGE 86, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S00°00'06"E, 74.72 FEET ALONG THE EAST LINE OF PARCEL "A" TO THE POINT OF BEGINNING; THENCE CONTINUE N88°40'30"E, 13.06 FEET; THENCE N70°41'31"E, 16.47 FEET; THENCE N51°44'16"E, 16.60 FEET; THENCE N64°59'47"E, 154.42 FEET; THENCE N66°13'35"E, 106.78 FEET; THENCE N65°48'34"E, 539.38 FEET; THENCE N65°06'08"E, 503.96 FEET; THENCE N65°40'00"E, 597.68 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF NOVA ROAD, AS NOW LAID OUT, SAID POINT BEING N26°08'52"W, 14.51 FEET ALONG SAID WEST RIGHT OF WAY LINE FROM ITS INTERSECTION WITH THE NORTH LINE OF LOT 3, MYERS/SMITH COMMERCIAL SUBDIVISION, AS RECORDED IN MAP BOOK 39, PAGE 164, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND TO THE TERMINUS OF THIS DESCRIPTION.

AND

The following described parcel, lying Easterly of Nova Road:

The Southerly 10 feet of the Northerly 36 feet of Government Lot 4, Section 9, Township 16 South, Range 33 East, lying easterly of Nova Road, and included as a part of the following described parcel conveyed to Florida Power & Light Company per Executor's Deed dated June 4, 1973, Official Records Book 1600, page 450 and 451, Public Records of Volusia County, Florida.

EXHIBIT "C"

City of Port Orange

License # - 0023-ND-1978

(.23 acres)

Folio # - 6308-00-01-0080

(31.06 acres)



Blue line represents Effluent Pipeline Easement

Yellow line represents Fiber Optic Pipeline Easement

Bold Red line represents FPL property lines



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/03/2015

Consent item: Yes

SUBJECT: Award of RFSQ #14-02 - Continuing Surveying Services

DEPARTMENT: Community Development

RECOMMENDED MOTION: To award base contracts with Southeastern Surveying, CPH, Inc. and ATS Land Surveying pursuant to the City's Request for Statements of Qualifications ("RFSQ") No. 14-02, and to authorize the Mayor and City Clerk to sign related contract documents.

SUMMARY: Professional surveying services are utilized for a variety of projects being administered by various City departments such as construction and as-built surveys, property or right-of-way surveys, easements, excavation/borrow material quantity surveys, re-establishment of property boundaries and monuments, elevation certificates, legal support or testimony and serving in the capacity as the City Surveyor for recording of plats. The purpose of RFSQ #14-02 is to retain a minimum of three surveying firms on a continuing basis for city-wide surveying needs. Proposals in response to RFSQ #14-02 were received from eight firms on December 2, 2014. The selection committee met on January 9, 2015 and ranked the firms. The top three ranked firms were Southeastern Surveying, CPH, Inc. and ATS Land Surveying. Staff recommends awarding base contracts for a five-year term to these three firms.

Project Funding Account
No.: No.:

ATTACHMENTS:

1.	Committee Evaluation Tab	14-02 SUM FIN RANK.pdf
2.	ATS Land Surveying, LLC Standard Contract for Services	ATS Land Surveying, LLC Standard Contract for Services.pdf
3.	CPH, Inc. Standard Contract for Services	CPH Inc Standard Contract for Services.pdf
4.	Southeastern Surveying and Mapping Corporation Standard Contract for Services	Southeastern Surveying and Mapping Corporation Standard Contract for Services.pdf

Momberger, Margaret
Clark, Wayne
Gomez, Joseph
Roberts, Margaret

Created/Initiated - 01/15/2015
Approved - 01/15/2015
Approved - 01/16/2015
Approved - 01/28/2015

Harden, David

Final Approval - 01/28/2015



The City of Port Orange

Committee Evaluation Tab



SUMMARY: FINAL RANKING

RFSQ #14-02: Continuing Surveying Services

January 9, 2015 at 1:00PM, Council Chambers, City Hall

Committee member	ATS Land Surveying	CPH Engineers	DRMP	George F. Young	Kuhar Surveying	Cullum Surveying	McKim & Creed	Southeastern Surveying
Kenny Ho	78	87	89	85	67	41	86	93
Chip Glor	74	74	64	67	61	61	72	79
Linda Johnson	91	93	68	86	73	43	77	99
Penny Cruz	88	85	81	87	73	63	83	95
Margaret Momberger	90	85	75	90	65	45	90	100
<u>Total points:</u>	421	424	377	415	339	253	408	466
<u>Rank:</u>	3	2	6	4	7	8	5	1

Evaluation Committee for this RFSQ:

Kenny Ho
Chip Glor
Linda Johnson
Penny Cruz
Margaret Momberger

Notes: (Top ranked firms)

1. Southeastern Surveying
2. CPH Engineers
3. ATS Land Surveying



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 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 **ATS LAND SURVEYING, LLC**, a Florida corporation whose principal address is 1362 North U.S. Highway 1, Suite 304, Ormond Beach, FL 32174 ("Contractor"). (The City and Contractor are collectively referred to herein as the "Parties.")

1. Provision of Services

(a) The Contractor hereby agrees to provide professional surveying services to the City of Port Orange as outlined in Request for Statements of Qualifications No. 14-02 Continuing Surveying Services. A copy of this document is available in the Office of the City Clerk, City Hall, 1000 City Center, Port Orange, Florida 32129.

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

Term: The initial term of this Contract shall commence on February 3, 2015 and shall continue until February 2, 2016 (the "Initial Term").

Annual Renewals: This Contract may be renewed for one (1) additional period as follows:

Renewal No. 1: February 3, 2016 through February 2, 2017

The term of this Contract shall be automatically extended at the end of the Initial Term for one additional year unless either party notifies the other, in writing, at least ninety (90) days prior to the end of the yearly period then in effect that the Contract shall not be extended. Annual renewal shall be subject to review and approval by the City Manager.

Manner and Place: As outlined in Request for Statements of Qualifications No. 14-02 Continuing Surveying Services.

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

2. Contractor Obligations Contractor agrees that all pricing shall remain valid for the duration of this Contract and any subsequent renewals. Contractor shall not deliver services without a written purchase order or task authorization, signed by an authorized agent of the City of Port Orange.

1. 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 written Purchase Order(s) or Task Authorization(s) issued and executed by the City. A sample Task Authorization is attached hereto as Exhibit "1."

The City makes no covenant or promise as to the number of available projects, nor that the 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.

3. City Obligations In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in the ATS Land Surveying, LLC 2015 Schedule of Hourly Rates and Supplemental Charges attached hereto as Exhibit "2," pursuant to periodic Quotes and Purchase Order(s) in an amount subject to a limit up to but not to exceed Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) and Task Authorization(s) for amounts that exceed Twenty-Five Thousand and 00/100 Dollars 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.

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

12. Assignability of Contract Neither this contract, nor any part 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. **Contract Administration** The Community Development Director, Wayne Clark shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

16. **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.

17. **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.

18. **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.

19. 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.

20. 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.**

21. Additional Provisions This Contract includes all additional provisions as may have been outlined in Request for Statements of Qualifications No. 14-02 Continuing Surveying Services 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.

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

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

City: 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: ATS Land Surveying, LLC
Attention: Rob Duranczyk
1362 North US Highway 1
Suite 304
Ormond Beach, Florida 32174

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.

24. 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.

25. 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:

ATS LAND SURVEYING, LLC

By: _____

Robert Duranczyk, President

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

Printed Name: _____

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by Robert Duranczyk, as President of ATS Land Surveying, LLC a Florida corporation and who:

[Notary: Please select one]

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

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____ By: _____
Allen Green, Mayor

Printed Name: _____ Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Allen Green, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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

Witnesses:

ATTEST:

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

Printed Name: _____ Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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

[CA 3379]

TASK AUTHORIZATION NO. ____
Standard Contract for Services dated _____
Between the City of Port Orange, Florida and _____

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 _____, a _____ corporation with its principal place of business at _____ ("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 _____ 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:

Printed Name: _____

By: _____

Printed Name: _____

Title: _____

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 ____]

ATS Land Surveying, LLC

2015 Schedule of Hourly Rates and Supplemental Charges

Employee Classification	(Hourly Rate)
Principal.....	\$155.00
Project Manager	\$125.00
Professional Surveyor	\$110.00
Senior Survey CAD Technician	\$78.00
Survey CAD Technician	\$68.00
Field Survey Party (One-Person Crew)	\$88.00
Field Survey Party (Two- Person Crew)	\$108.00
Field Survey Party (Three-Person Crew)	\$138.00
Administrative Assistant.....	\$35.00
Expert Witness (Excludes Reimbursable Expenses).....	\$180.00
Sedan Mileage (Non Survey Vehicle)	per current IRS allowance
Survey Vehicle Mileage	\$0.74 (per mile)
Black and White copies (8.5x11 and 11x17)	\$0.10 each
Color copies (8.5x11 and 11x17)	\$0.20 each
Additional Copies of Signed/Sealed Surveys (Bond).....	\$3.65 per sheet
Additional Copies of Signed/Sealed Surveys (Mylar)	\$18.00 per sheet
Postage (USPS, UPS and FedEx).....	at Cost
Tolls and Parking.....	at Cost
Materials (hubs, lath, concrete monuments, iron monuments, etc.)	at Cost

***Rates are Valid for the contract years 2015 – 2018 (3 years)
and can be extended by written agreement thereafter.***



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, **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 **CPH, Inc.**, a Florida corporation whose principal address is 500 West Fulton Street, Sanford, Florida 32771-1220 ("Contractor"). (The City and Contractor are collectively referred to herein as the "Parties.")

1. Provision of Services

- (a) The Contractor hereby agrees to provide professional surveying services to the City of Port Orange as outlined in Request for Statements of Qualifications No. 14-02 Continuing Surveying Services. A copy of this document is available in the Office of the City Clerk, City Hall, 1000 City Center, Port Orange, Florida 32129.
- (b) The time, manner and place for performance of such services shall be:

Term: The initial term of this Contract shall commence on February 3, 2015 and shall continue until February 2, 2016 (the "Initial Term").

Annual Renewals: This Contract may be renewed for one (1) additional period as follows:

Renewal No. 1: February 3, 2016 through February 2, 2017

The term of this Contract shall be automatically extended at the end of the Initial Term for one additional year unless either party notifies the other, in writing, at least ninety (90) days prior to the end of the yearly period then in effect that the Contract shall not be extended. Annual renewal shall be subject to review and approval by the City Manager.

Manner and Place: As outlined in Request for Statements of Qualifications No. 14-02 Continuing Surveying Services.

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

2. Contractor Obligations Contractor agrees that all pricing shall remain valid for the duration of this Contract and any subsequent renewals. Contractor shall not deliver services without a written purchase order or task authorization, signed by an authorized agent of the City of Port Orange.

1. 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 written Purchase Order(s) or Task Authorization(s) issued and executed by the City. A sample Task Authorization is attached hereto as Exhibit "1."

The City makes no covenant or promise as to the number of available projects, nor that the 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.

3. City Obligations In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in the CPH Rates and Reimbursables attached hereto as Exhibit "2," pursuant to periodic Quotes and Purchase Order(s) in an amount subject to a limit up to but not to exceed Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) and Task Authorization(s) for amounts that exceed Twenty-Five Thousand and 00/100 Dollars 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.

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

12. Assignability of Contract Neither this contract, nor any part 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. Contract Administration The Community Development Director, Wayne Clark shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.**

21. Additional Provisions This Contract includes all additional provisions as may have been outlined in Request for Statements of Qualifications No. 14-02 Continuing Surveying Services 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.

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

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

City: 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: CPH, Inc.
Attention: Thomas Galloway
500 West Fulton Street
Sanford, Florida 32771

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.

24. 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.

25. 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:

CPH, Inc.

By: _____

David A. Gierach, President

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

Printed Name: _____

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by David A. Gierach, as President of CPH, 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 _____, 2015, by Allen Green, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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

Witnesses:

ATTEST:

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

Printed Name: _____ Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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

[CA 3379]

TASK AUTHORIZATION NO. ____
Standard Contract for Services dated _____
Between the City of Port Orange, Florida and _____

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 _____, a _____ corporation with its principal place of business at _____ ("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 _____ 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:

Printed Name: _____

By: _____

Printed Name: _____

Title: _____

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 ____]

Rates & Reimbursables

CPH Standard Rates	
Category	Rate
Principal	\$160
Sr. Project Manager	\$150
Project Manager	\$140
Professional Engineer	\$130
Sr. Project Engineer	\$125
Project Engineer	\$115
Project Designer	\$110
Principal Traffic Engineer	\$150
Sr. Traffic Engineer	\$135
Traffic Engineer	\$115
Traffic Analyst	\$105
Principal Environmental Scientist	\$150
Senior Environmental Scientist	\$125
Lead Environmental Scientist	\$105
Environmental Scientist	\$95
GIS Analyst	\$105
Arborist	\$125
Principal Planner	\$150
Sr. Planner	\$130
Planner	\$100
Principal Architect	\$150
Sr. Architect	\$140
Senior Architectural Manager	\$125
Architect	\$120
Architectural Designer	\$105
Architectural Coordinator	\$85
Senior Structural Engineer	\$150
Principal MEP Engineer	\$150
MEP Project Designer	\$110
MEP Design Technician	\$95
Principal Landscape Architect	\$150
Sr. Landscape Architect	\$125
Landscape Architect	\$105
Sr. Landscape Designer	\$100
Landscape Designer	\$85

CPH Standard Rates	
Category	Rate
Project Coordinator	\$90
Sr. Design Technician	\$105
Design Technician	\$95
Sr. CADD Technician	\$85
CADD Technician	\$75
Administrative	\$75
Clerical II	\$60
Clerical I	\$40
Senior Graphic Designer	\$125
Graphic Designer	\$75
Sr. Construction Manager	\$120
Construction Manager	\$105
Construction Field Representative II	\$100
Construction Field Personnel I	\$80
Principal Surveyor	\$145
Sr. Professional Surveyor	\$130
Professional Surveyor and Mapper	\$125
Field Technician/Designer	\$105
Surveyor in Training	\$100
Survey Project Manager/CADD	\$100
Field Crew Coordinator	\$95
Survey Party Chief	\$75
Survey Instrument Man	\$65
Surveying Sr CADD Tech	\$90
Surveying CADD Tech	\$75
Survey Crew (2 Man)	\$135
Survey Crew (Construction Staking - 2 Man)	\$160
Survey Crew (3 Man)	\$155
GPS (1 Man) / Robotics	\$130
GPS (2 Man)	\$165
1 Man Scanner/Laser Survey Crew	\$265
2 Man Scanner/Laser Survey Crew	\$290

Schedule of Reimbursable Charges

Copies (B&W)

8.5 x 11	\$0.05 Each
8.5 x 14	\$0.10 Each
11 x 17	\$0.20 Each

Copies (Color)

8.5 x 11	\$0.60 Each
8.5 x 14	\$0.75 Each
11 x 17	\$0.85 Each

Mylars

24 x 36	\$9.00 Each
32 x 42	\$13.00 Each

Plots (B&W)

11 X 17	\$ 0.21 Each
12 X 18	\$ 0.24 Each
15 X 21	\$ 0.35 Each
34 X 22	\$ 0.83 Each
24 X 36	\$ 0.96 Each
30 X 42	\$ 1.42 Each
36 X 48	\$ 1.92 Each

Plots (Color/Bond)

24 x 36	\$24.00 Each
30 x 42	\$35.00 Each
36 x 48	\$48.00 Each

Mileage

At Current IRS Rates

Phone	At Cost
Postage	At Cost
Outside Reimbursables	At Cost

Billing and Reimbursable Rates Are Subject To Periodic Review and Adjustment.
Updated: January 5, 2015





CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 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 **SOUTHEASTERN SURVEYING AND MAPPING CORPORATION**, a Florida corporation whose principal address is 6500 All American Boulevard, Orlando, Florida 32810-4350 ("Contractor"). (The City and Contractor are collectively referred to herein as the "Parties.")

1. Provision of Services

(a) The Contractor hereby agrees to provide professional surveying services to the City of Port Orange as outlined in Request for Statements of Qualifications No. 14-02 Continuing Surveying Services. A copy of this document is available in the Office of the City Clerk, City Hall, 1000 City Center, Port Orange, Florida 32129.

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

Term: The initial term of this Contract shall commence on February 3, 2015 and shall continue until February 2, 2016 (the "Initial Term").

Annual Renewals: This Contract may be renewed for one (1) additional period as follows:

Renewal No. 1: February 3, 2016 through February 2, 2017

The term of this Contract shall be automatically extended at the end of the Initial Term for one additional year unless either party notifies the other, in writing, at least ninety (90) days prior to the end of the yearly period then in effect that the Contract shall not be extended. Annual renewal shall be subject to review and approval by the City Manager.

Manner and Place: As outlined in Request for Statements of Qualifications No. 14-02 Continuing Surveying Services.

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

2. Contractor Obligations Contractor agrees that all pricing shall remain valid for the duration of this Contract and any subsequent renewals. Contractor shall not deliver services without a written purchase order or task authorization, signed by an authorized agent of the City of Port Orange.

1. 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 written Purchase Order(s) or Task Authorization(s) issued and executed by the City. A sample Task Authorization is attached hereto as Exhibit "1."

The City makes no covenant or promise as to the number of available projects, nor that the 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.

3. City Obligations In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in the Southeastern Surveying Rate Schedule attached hereto as Exhibit "2," pursuant to periodic Quotes and Purchase Order(s) in an amount subject to a limit up to but not to exceed Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) and Task Authorization(s) for amounts that exceed Twenty-Five Thousand and 00/100 Dollars 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.

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

12. Assignability of Contract Neither this contract, nor any part 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. Contract Administration The Community Development Director, Wayne Clark shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.**

21. Additional Provisions This Contract includes all additional provisions as may have been outlined in Request for Statements of Qualifications No. 14-02 Continuing Surveying Services 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.

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

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

City:	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:	Southeastern Surveying and Mapping Corporation Attention: Gary B. Krick 6500 All American Boulevard Orlando, Florida 32810

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.

24. 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.

25. 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:

SOUTHEASTERN SURVEYING AND MAPPING CORPORATION

By: _____

Gary B. Krick, President

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

Printed Name: _____

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Gary B. Krick, as President of Southeastern Surveying and Mapping Corporation 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 _____, 2015, by Allen Green, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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

Witnesses:

ATTEST:

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

Printed Name: _____ Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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

[CA 3379]

TASK AUTHORIZATION NO. ____
Standard Contract for Services dated _____
Between the City of Port Orange, Florida and _____

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 _____, a _____ corporation with its principal place of business at _____ ("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 _____ 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:

Printed Name: _____

By: _____

Printed Name: _____

Title: _____

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 ____]

Steven L. Anderson, Jr., PSM, PLS
 Charles M. Arnett, PSM
 Russell G. Daly, PSM, PLS
 Michael L. Dougherty, PSM
 Bruce C. Ducker, PSM
 James M. Dunn, II, PSM
 Mark J. Efrid, PSM
 Thomas F. Ferguson, PSM
 Tate B. Flowers, PLS
 Robert W. Gardner, PSM
 Brian R. Garvey, PE
 Daniel J. Henry, PSM, PLS
 Gary B. Krick, PSM
 Brad J. Lashley, PSM, PLS
 Myron F. Lucas, PSM
 James E. Mazurak, PSM



Southeastern Surveying and Mapping Corporation
Serving the Southeast Since 1972
www.southeasternsurveying.com
info@southeasternsurveying.com

Thomas K. Mead, PSM, PLS
 Timothy O. Mosby, PSM
 James L. Petersen, PSM
 William C. Rowe, PSM
 Tony G. Syfrett, PSM, PLS
 John S. Thomas, PSM
 Edward W. Wackerman, PLS
 Kirk R. Hall, EI, GISP
 Catherine E. Galgano, GISP
 Cheryl A. Isenberg, GISP
 Patrick J. Phillips, GISP
 Donna L. Canney, CST IV
 Frank B. Henry, CST IV
 David M. Rentfrow, CST IV
 Steve D. Smith, CST IV
 Celeste B. van Gelder, CST IV

Land Surveying & Mapping Services • Sub-Surface Utility Designation & Location Services • Geographic Information Systems • GPS Asset Inventories

Rate Schedule

Surveying & Mapping Services

Personnel Classification	Typical Work Tasks	Hourly Billing Rate
Professional Surveyor & Mapper/PSM	Project Management, Project Surveyor Quality Control/Quality Assurance Reviews	\$118.00 / per hour
Expert Witness	If required	\$237.00 / per hour
Senior Technician	Project Calculations Preparation of Descriptions	\$88.00 / per hour
CAD Technician	Drafting of Projects, Preparation of Sketches for Descriptions	\$77.00 / per hour
<u>Survey Division</u>		
1 Man Field Crew	Completes field data collection and inventory. Performs reconnaissance activities for completion of survey related tasks.	\$88.00 / per hour
2 Man Field Crew		\$118.00 / per hour
3 Man Field Crew		\$149.00 / per hour
4 Man Field Crew		\$170.00 / per hour

GIS Mapping Services

Personnel Classification	Typical Work Tasks	Hourly Billing Rate
Professional Engineer	Project Management	\$118.00 / per hour
GIS Analyst	Quality Control/Quality Assurance Project Reviews Database Design, Programming/ Quality Control/Quality Assurance	\$88.00 / per hour
GIS Technician	Data Entry, Data Editing	\$77.00 / per hour
2 Man GPS Crew	Field Asset Inventory (sub-meter)	\$118.00 / per hour
1 Man GPS	Field Asset Inventory (sub-meter)	\$67.00 / per hour

Plat Review Services (if required)

Initial Review includes Second Review

Plat (initial and second review)

\$618.00 / per Plat (all Plats regardless of size)

Third or Additional Review Same Plat

Plat (third or additional reviews of same plat)

\$257.00

Subsurface Utility Engineering Services**Designating Services**

Project Manager	\$118.00 / per hour
Senior Technician	\$88.00 / per hour
2 man crew	\$191.00 / per hour
3 man crew	\$211.00 / per hour

Vacuum Excavation

Test Holes	
1 Test Hole/Dirt	\$422.00
1 Test Hole/Asphalt/Concrete	\$525.00
2 - 19 Test Holes/Dirt	\$361.00 / each
2 - 19 Test Holes/Asphalt/Concrete	\$412.00 / each
20 - 49 Test Holes/dirt	\$330.00 / each
20 - 49 Test Holes/asphalt/concrete	\$371.00 / each
50 - 99 Test Holes/dirt	\$283.00 / each
50 - 99 Test Holes/asphalt/concrete	\$330.00 / each
100 or more Test Holes/dirt	\$252.00 / each
100 or more Test Holes/asphalt/concrete	\$288.00 / each

GPR Bore Route

\$515.00 / each

Vacuum Excavation for Environmental Services

Vacuum Excavation for Monitoring Wells/Soil Samples when requirements dictate vacuum or hand digging down 8 feet to 10 feet prior to drilling. (3"-4" in diameter, 8' to 10' deep, concrete/asphalt removed if necessary)

1 - 9 Monitoring Wells/Soil Samples	\$258.00 / each
10 - 19 Monitoring Wells/Soil Samples	\$206.00 / each
20 - 49 Monitoring Wells/Soil Samples	\$155.00 / each

Utility Clearing - Using Ground Penetrating Radar
as well as Conventional Electronic Line Locators \$118.00 / per hour

An hourly rate of **\$294.00** will be used for all exploratory excavation projects.

Larger excavation projects which require specialized equipment (shoring, de-watering, etc.) will be quoted on a task by task basis.

Utility Coordination Services

Senior Utility Coordinator	\$118.00 / per hour
Utility Coordinator	\$88.00 / per hour
CAD Technician	\$77.00 / per hour

Survey Services for Utility Projects

Project Manager/Professional Surveyor and Mapper	\$118.00 / per hour
Two Person Survey Field Team	\$118.00 / per hour
Three Person Survey Field Team	\$149.00 / per hour
Clerical	\$52.00 / per hour

Concrete Radar Mapping/Imaging

(concrete assessment/inspection, grid scans, density & debris assessment)

1 Man Crew	\$118.00 / per hour
------------	---------------------

Closed Circuit Televising (CCTV) Services

\$118.00 / per hour

Maintenance of Traffic (MOT)

If required MOT specialist will be contracted and cost for same will be passed on with a 10% mark-up for coordination of same

SSMC MOT Lane Closures	Per Lane Closure	\$361.00 / per day
	Per Lane Closure	\$515.00 / per night





CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/03/2015

Consent item: Yes

SUBJECT: Quentin L. Hampton Associates, Inc. Contract for Inspection Services Addenda No. 4 and 7

DEPARTMENT: Community Development

RECOMMENDED MOTION:

Motion 1: To approve Addendum No. 4 Change Order No. 1 to the Quentin L. Hampton Associates, Inc.

Motion 2: To approve Addendum No. 7 to the Quentin L. Hampton Associates, Inc. contract for Dusk to Dawn Motel Demolition and Oak Street/Halifax Drive Paving Davis-Bacon Compliance and Monitoring services in an amount not to exceed \$4,800.

SUMMARY: The City's contract with Quentin L. Hampton Associates, Inc. for Inspection Services began on October 1, 2013 for a five-year term. Pursuant to this contract, authorizations for services are to be in the form of written Contract Addenda. The two Contract Addenda which are attached and described below represent additional FY15 city-wide needs for inspection services with this vendor.

Addendum No. 4 Change Order No. 1– Inspection for sites and subdivisions in the amount of \$22,000 for a total of \$47,000 for FY15. This additional amount is needed to provide one full time inspector until an in-house construction inspector is hired and trained. Interviews for the in-house construction inspector are scheduled for the last two weeks of January. The additional funding will cover enough time to get the new inspector oriented and shadow the current inspector for a couple of weeks.
Project No.: N/A Funding Account No.: 01-1903-515.31-13

Addendum No. 7 – Dusk to Dawn Motel Demolition and Oak Street/Halifax Drive Paving Davis-Bacon Compliance and Monitoring services in an amount not to exceed \$4,800. Davis-Bacon compliance is required for these CDBG funded projects.
Project No.: N/A Funding Account No.: 110-1904-554.63-97

Project No.: N/A Funding Account No.: 01-1903-515.31-13
N/A 110-1904-554.63-97

ATTACHMENTS:

1.	Davis-Bacon QLH Proposal	Davis Bacon QLH proposal Jan 2015.pdf
2.	Contract Addendum No. 7	Contract Addendum No 7.pdf
3.	Change Order No. 1 to Addendum No. 4	Change Order No 1 to Addendum No 4.pdf

Momberger, Margaret
Clark, Wayne
Riehm, Tracey
Donahue, Kent
Roberts, Margaret
Harden, David

Created/Initiated - 01/21/2015
Approved - 01/21/2015
Approved - 01/27/2015
Approved - 01/28/2015
Approved - 01/28/2015
Final Approval - 01/28/2015

BRAD T. BLAIS, P.E.
DAVID A. KING, P.E.
ANDREW M. GIANNINI, P.E.
KEVIN A. LEE, P.E.

Quentin L. Hampton Associates, Inc.
Consulting Engineers
P.O. DRAWER 290247
PORT ORANGE, FLORIDA 32129-0247

TELEPHONE: (386) 761-6810
FAX: (386) 761-3977
EMAIL: qlha@qlha.com

January 15, 2015

Kent Donahue,
Grants Coordinator
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

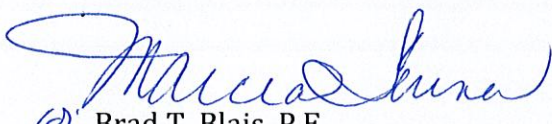
**DUSK TO DAWN MOTEL DEMOLITION and
OAK ST/HALIFAX DR PAVING
DAVIS-BACON COMPLIANCE &
MONITORING SERVICES**

Dear Kent:

Per your request, we are pleased to offer this professional services proposal in accordance with the terms of our continuing services contract dated October 1, 2013. We will provide grant compliance services at the contract rate of \$60/hour. It is estimated that up to 80 hours may be necessary for a total, not to exceed, fee of \$4,800.

Thank you for this opportunity to continue to be of service. If you have additional questions, do not hesitate to call.

Sincerely,


for Brad T. Blais, P.E.
President

BTB:bf

cc: Joseph Gomez

CONTRACT ADDENDUM NO. 7

Standard Contract for Services dated October 1, 2013

Between the City of Port Orange, Florida and Quentin L. Hampton Associates, Inc.

THIS Contract Addendum 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 32127 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Standard Contract for Services dated October 1, 2013, 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 Contract Addendum expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Contract Addendum shall prevail.
2. In addition to all other terms and conditions contained in the Agreement, Contractor shall provide Construction Inspection Services for the Dusk to Dawn Motel Demolition at 4545 Ridgewood Avenue, Port Orange, Florida and Oak Street/Halifax Drive Paving Davis-Bacon Compliance and Monitoring more particularly described in the January 15, 2015 letter from Quentin L. Hampton Associates, Inc. attached hereto and incorporated herein as Exhibit "A."
3. In return for the services identified above, the City agrees to compensate Contractor at the unit prices set forth in the Contract subject to a limit up to but not to exceed Four Thousand, Eight Hundred and 00/100 Dollars (\$4,800.00). The City shall make payment on all invoices in accordance with the Local Government Prompt Payment Act, Sections 218.70 through 218.79, Florida Statutes.

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

Witnesses:

CITY OF PORT ORANGE

By: _____
Printed Name: _____ Allen Green, Mayor

Attest:

Printed Name: _____
Robin L. Fenwick, CMC, City Clerk

Date: _____

Witnesses:

QUENTIN L. HAMPTON ASSOCIATES, INC.

Printed Name: _____ By: _____
Brad T. Blais, President

Printed Name: _____ Date: _____

[CA 3480]

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) 761-6810
FAX: (386) 761-3977
EMAIL: qjha@qlha.com

January 15, 2015

Kent Donahue,
Grants Coordinator
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

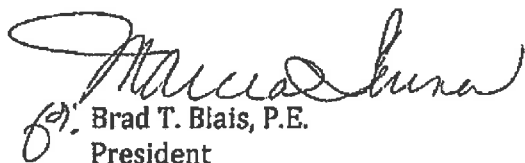
**DUSK TO DAWN MOTEL DEMOLITION and
OAK ST/HALIFAX DR PAVING
DAVIS-BACON COMPLIANCE &
MONITORING SERVICES**

Dear Kent:

Per your request, we are pleased to offer this professional services proposal in accordance with the terms of our continuing services contract dated October 1, 2013. We will provide grant compliance services at the contract rate of \$60/hour. It is estimated that up to 80 hours may be necessary for a total, not to exceed, fee of \$4,800.

Thank you for this opportunity to continue to be of service. If you have additional questions, do not hesitate to call.

Sincerely,


for Brad T. Blais, P.E.
President

BTB:bf

cc: Joseph Gomez

CHANGE ORDER NO. 1
To Addendum No. 4 of Standard Contract for Services dated October 1, 2013
QUENTIN L. HAMPTON ASSOCIATES, INC., Contractor

Project: Construction Inspection Services and Debris Monitoring Services

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$25,000.00	No Change
Net changes from previous Change Order: Not Applicable	Changes in contract time from previous Change Orders: Not Applicable
Contract Price prior to this Change Order: \$25,000.00	Contract Completion Date prior to this Change Order: Not Applicable
Net Increase of this Change Order No. 1: \$22,000.00	Changes in contract time requested this Change Order No. 1: Not Applicable
Contract Price with all approved Change Orders: \$47,000.00	Contract Times with all approved Change Orders: No Change

CHANGES ORDERED:

- I. **GENERAL:** This Change Order is necessary to cover changes in the work to be performed under the Standard Contract for Services entered into by and between the parties on October 1, 2013.
- II. **REQUIRED CHANGES:** To provide for one full time construction inspector until an in-house construction inspector is hired and trained. No services shall be commenced hereunder until this Change Order has been fully executed by all parties.
- III. **JUSTIFICATION:** The Community Development Department has determined that an interim full-time construction inspector is needed. The additional funding will cover enough time to get the new inspector oriented and shadow the current inspector for a couple of weeks.
- IV. **PAYMENT:** Payment for this Change Order shall be made in accordance with the terms of the Standard Contract for Services. The City's obligation to pay Contractor under this Change Order No. 1 to Addendum No. 4 of the Standard Contract for Services dated October 1, 2013, shall be limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Florida Statutes Section 218.70 through 218.79, as amended.

Acknowledgments:

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

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

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

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

RECOMMENDED BY:
Community Development
Department

ACCEPTED BY:
QUENTIN L. HAMPTON ASSOCIATES, INC.
Contractor

By: _____
Margaret E. Momberger,
Construction and Engineering Manager

By: _____
Brad T. Blais,
President

Date Signed: _____

Date Signed: _____

APPROVED BY:
CITY OF PORT ORANGE
(Owner)

Affirmed:

By: _____
Allen Green, Mayor

Robin L. Fenwick, CMC, City Clerk

Date Signed: _____

Date Signed: _____



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/03/2015

Consent item: Yes

SUBJECT: Award Contract for Executive Management Search Firm Services to The Mercer Group

DEPARTMENT: Administrative Services

RECOMMENDED MOTION: Move to approve the contract between the City of Port Orange and The Mercer Group, Inc. for Executive Management Search Firm Services, and authorize the Mayor and City Clerk to execute said contract on behalf of the City.

SUMMARY: The City received four proposals in response to RFP #14-32, *Executive Management Search Firm Services*. At a special meeting on December 16, 2014, the City Council, acting as the Evaluation Committee, conducted interviews of all candidate firms. Upon the conclusion of the interviews, The Mercer Group, Inc. was ranked the highest of the four firms.

The subject contract is for an all-inclusive fee not to exceed \$14,750 and provides for a new City Manager to be hired and ready to start work on August 1, 2015. This is the new start date specified by the Council, and revises the timeframe for the search originally specified in the RFP.

The subject contract has been prepared by the City's Legal and Purchasing staff and has been reviewed and executed by The Mercer Group, Inc. The RFP and the response to the RFP by The Mercer Group, Inc. is on file for public inspection. Also attached is the insurance certificate for The Mercer Group, Inc. documenting required insurances and listing the City of Port Orange as additional insured.

Project No.: AIO023 Funding Account No.: 001-1000-519.31-13

ATTACHMENTS:

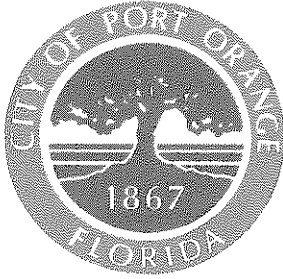
1.	Contract- RFP and RFP Response on File	The Mercer Group, Inc. Contract 1.pdf
2.	Certificate of Liability listing the City as Additional Insured	Certificate of Liability.pdf

Miller, Jamie
Steinebach, Donna
Gomez, Joseph
Roberts, Margaret

Created/Initiated - 01/05/2015
Approved - 01/11/2015
Approved - 01/12/2015
Approved - 01/27/2015

Harden, David

Final Approval - 01/27/2015



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 The Mercer Group, Inc., whose principal address is 5579 B Chamblee Dunwoody Road, Suite 511, Atlanta, Georgia 30338 ("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) The Scope of Services as outlined in RFP #14-32, Executive Management Search Firm Services, and the Consultant's proposal submitted in response to said RFP dated October 2, 2014; both of which are incorporated by reference and thus made part 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 date this Contract is signed on behalf of the City and shall continue thereafter until a City Manager is hired and on the job. The City desires to have a new City Manager hired and ready to start work on August 1, 2015.

Manner and Place: City of Port Orange, Florida.

Time and Essence: Upon receipt of Notice to Proceed.

2. City Obligations. In return for the services identified above, the City agrees to compensate Contractor an all-inclusive fee not to exceed \$14,750. 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. 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.

4. 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.

5. 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.

6. 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.

7. 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.

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

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. Contractor shall not commence work under this Agreement until the City has received a certificate or certificates of insurance and

endorsement evidencing the required insurance. Contractor shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

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

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

9. 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.

10. 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.

11. 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.

12. Warranties/Guarantees. Contractor guarantees services to be delivered to the City of Port Orange as stated in the Contractor's proposal dated October 2, 2014 as previously referenced herein and made part of this Agreement. This guarantee includes replacement of successful candidate for a twenty-four (24) month period following the date of placement with the client, at no additional professional fees.

13. Contract Administration. The City's Administrative Services Director shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

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 _____ 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
e-mail: dharden@port-orange.org

Copy to: City of Port Orange
Attention: Administrative Services Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5562
e-mail: dsteinebac@port-orange.org

Contractor: The Mercer Group, Inc.
Attention: W.D. Higginbotham, Jr.
Senior Vice President
9123 Cherry Trace
Seminole, Florida 33777-1150
(727) 214-8673
e-mail: WDHiggin@mercergroupinc.com

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by electronic mail (e-mail) or facsimile mail (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.

Witnesses:

Susan J. Popp
Printed Name: Susan J. Popp

Adam Fuller
Printed Name: Adam Fuller

The Mercer Group, Inc.

By: W. D. Higginbotham, Jr.
W. D. Higginbotham, Jr.
Senior Vice President

Date: December 30, 2014

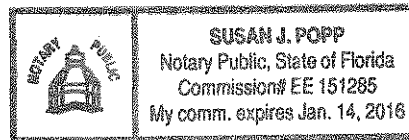
STATE OF Florida
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 30 day of December, 2014 by W. D. Higginbotham Jr. as Sr Vice President of The Mercer Group a Florida corporation, and who:

[Notary: Please select one]

- ☐ is personally known to me; or
☒ has produced FLDH251924914550 as identification.

Susan J. Popp
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:



[Remainder of this page intentionally left blank]

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 ____]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/01/2014

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 WILL AYERS 700 12TH ST NW, SUITE 700 WASHINGTON, DC 2005	CONTACT NAME KIMBERLY ROSSI	FAX (A/C, No)	
	PHONE (A/C, No, Ext) 1-866-577-0355	E-MAIL ADDRESS KIMBERLY.ROSSI@PHLY.COM	
INSURED THE MERCER GROUP, INC. P.O. BOX 2870 ESTES PARK, CO 80517-2870	INSURER(S) AFFORDING COVERAGE		NA/C #
	INSURER A: PHILADELPHIA INDEMNITY INSURANCE CO.		18058
	INSURER B: HARTFORD CASUALTY INSURANCE CO.		29424
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

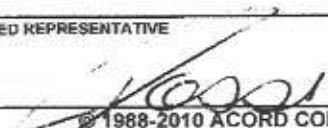
COVERAGES **CERTIFICATE NUMBER:** 101212 **REVISION NUMBER:**

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 SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC	Y		PHSD902315	02/06/2014	02/06/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			PHSD902315	02/06/2014	02/06/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED ☐ RETENTION \$ ☐ ☐ OCCUR ☐ CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$
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	30WECAA8987	07/14/2014	07/14/2015	WC STATU-TORY LIMITS ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	PROFESSIONAL ERRORS & OMISSIONS			PHSD902315	02/06/2014	02/06/2015	LIMIT: \$2,000,000 AGGREGATE: \$2,000,000

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

THE CITY OF PORT ORANGE, FLORIDA ITS OFFICIALS, EMPLOYEES AND VOLUNTEERS IN CONNECTION WITH AGREEMENT/CONTRACT ARE NAMED AS AN ADDITIONAL INSURED AS THEIR INTEREST MAY APPEAR. INDEMNIFICATION AND HOLD HARMLESS IN FAVOR OF THE CERTIFICATE HOLDER APPLIES. COVERAGE IS PRIMARY AND NON-CONTRIBUTORY.

CERTIFICATE HOLDER THE CITY OF PORT ORANGE, FLORIDA	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 
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CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/03/2015

Consent item: Yes

SUBJECT: Piggyback State Contract for Council Chambers Audio/Visual Upgrades

DEPARTMENT: Administrative Services

RECOMMENDED MOTION: Move approval of the proposal from BES Industries, Inc. in the amount of \$36,113.45 for audio/visual system repairs and upgrades using Florida State Contract #880-000-09-1.

SUMMARY: The current audio/visual system located in the City Hall Council Chambers was purchased and installed in 2002. Recently, this system has been experiencing failures due to the age and condition of the equipment. It is difficult to find parts in order to perform repairs that are compatible with the analog equipment contained within the system itself. The added complexity of interfacing with the PogTV studio also creates unique circumstances when it comes to repairs and upgrades.

IT staff worked with systems engineers from BES Industries to identify and develop a proposal for a complete overhaul of the Council Chambers audio/visual infrastructure. The scope of work includes replacing all of the analog equipment and wiring with a modern, fully digital framework. Also included are multiple components which will be upgraded or replaced. These include new digital microphones for the Council dais, a new doctorate interactive lectern, touchscreen audio/video input switchers at the City Clerk's station as well as the PogTV studio, and two high-definition projectors and projector screens. The audio and video feeds provided to PogTV for broadcast will also be enhanced.

FL State Contract #880-000-09-1 is specifically for the purchase of Audio & Video equipment and services and is valid through 02/18/2015.

Although this is an unbudgeted project, staff recognizes the importance of a functioning and modern audio/visual system in the Council Chambers and has identified and re-appropriated funds from several projects including IT PCI Compliance, IT Barcoding Equipment, and IT E-Government Based Solutions. IT PCI Compliance along with the IT Barcoding project had excess funds remaining after completion whereas the IT E-Government Solutions project has been deferred until a later date. Subsequently, the full amount of \$36,113.45 has been allocated within Project No. ZMI052 *IT Council Chambers A/V*.

Project No.: ZMI052 Funding Account No.: 505-1000-519.64-15

ATTACHMENTS:

1.	State Contract Piggyback Agreement	State Contract Piggyback.pdf
2.	BES Industries Proposal	BES Industries - Updated Proposal.pdf

Fenwick, Robin	Created/Initiated - 01/26/2015
Steinebach, Donna	Approved - 01/26/2015
Riehm, Tracey	Approved - 01/28/2015
Gomez, Joseph	Approved - 01/28/2015
Roberts, Margaret	Approved - 01/28/2015
Harden, David	Final Approval - 01/28/2015

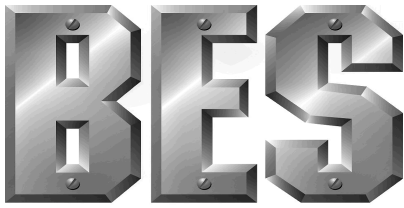


CITY OF PORT ORANGE (State of Florida Contract Piggyback)

Eligible User¹:	City of Port Orange, Florida
Department:	Information Technology
State Contract Number:	880-000-09-1
State Contract Description:	Audio & Video Equipment and Accessories
State Contract Contractor:	BES Industries, Inc.
Contractor's Authorized Dealer:	N/A
Commodity or Service:	Audio/Visual Improvements to the Council Chambers
State Contract Term:	February 18, 2013 to February 18, 2015
Piggyback Term:	Date last signed by Parties and continuing until February 18, 2015
Does the State Contract term expire before the end of the City's Fiscal Year?	Yes ☒ No ☐
Amount of Expenditure:	\$36,113.45
Contract Administrator:	James Hicks
Department Head:	Donna Steinebach
Signature:	
Date Signed:	

[CA 4713]

¹ Eligible User(s) include all governmental agencies. Governmental agency means any local government, or any department, commission, agency, or other instrumentality thereof. 287.042(21)(c), Florida Statutes.



THE PREFERRED SOURCE

11512 Lake Mead Ave Suite 406
Jacksonville, FL 32256
Office: 888.527.6288 Fax: 888.201.7631
WWW.BESSALES.COM

QUOTE

Date	Quote #
01/12/15	BESQ41756

Sold To: City of Port Orange

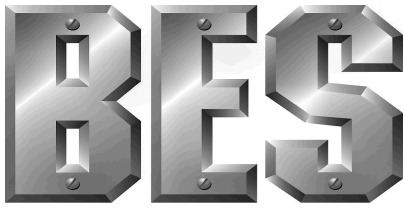
Donald Franklin
1000 City Center Circle
Port Orange, FL 32129
USA
Phone: (386)506-5543
Fax:

Ship To:

Phone:

Delivery Date:

Project:				Terms	Rep	P.O. Number	Ship Via	Valid until
				Net 30	Michael		Bestway	
Manufacturer	Model #	Qty	Description				Unit Price	Ext. Price
Shure	MX410P/S	11	Microflex® Modular Gooseneck microphones deliver unsurpassed style, flexibility and performance for conference rooms and similar applications. Offering desktop or mounted bases, wired or wireless options, and even interchangeable cartridges, it's easy to get the perfect fit for your conferencing installation. Fully compatible with SLX® Wireless Systems when used with MX890 Wireless Desktop Base. C = Cardioid, S = Supercardioid, N = No Cartridge Features Available in 5" (12.7 cm), 10" (25.4 cm), and 15" (38.1 cm) lengths Cardioid and supercardioid polar patterns Bi-color status indicator or single color light ring Programmable mute switch (desktop models only) Logic input/output for remote LED and mute control Surface-mount and wired or wireless desktop base options CommShield® Technology for improved RF filtering Mounting Options: MX400DP: Desktop Base for MX405, MX410, and MX415 models MX890: Wireless Desktop Base for MX405, MX410, and MX415 models MX400SMP: Surface Mount Preamp for MX405, MX410, and MX415 models				\$204.00	\$2,244.00
Shure	MX400DP	11	Wired desktop base for use with MX405, MX410, and MX415 Microflex® Modular Gooseneck Microphones. Includes 20 ft (6.1m) attached cable with 3-pin XLR connector. Product Overview: Logic enabled for LED and mute control 20 ft (6.1m) attached XLR cable Programmable mute switch (push to mute, push to talk, logic, local) Low cut filter CommShield® Technology				\$212.00	\$2,332.00



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Shure	SCM810	2	This eight-channel automatic mixer features the Shure patented IntelliMix®, which activates only microphones being addressed, minimizing poor audio caused by multiple open microphones.	\$1,418.92	\$2,837.84
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The SCM810 is designed specifically for installed sound applications.

Features include adjustable EQ per channel, 48 V phantom power, active balanced microphone - or line-level inputs, line-level outputs, highly RF resistant chassis and circuitry, complete logic control of microphone activation, linking capacity for up to 400 microphones, with an internal power supply. 120/230 Vac power.

Features

- Eight balanced mic-line input channels (Phoenix block connectors)
- One unbalanced 1/4" aux level input
- Eight unbalanced 1/4" direct line level outputs
- One balanced master line level output (Phoenix block connector)
- Selectable 46V phantom power per channel
- Level selectable peak output limiter
- Full rack width (single rack height)

Kramer	VP728	1	9-input Scaler / Switcher - HQV® Processing	\$1,277.05	\$1,277.05
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Kramer	RC63DL	2	6 Button Room controller. IR Learning. Digital Audio Knob & LCD Group Labels	\$481.25	\$962.50
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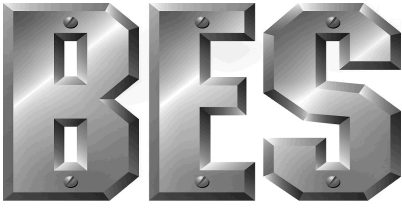
Crown	1160A	1	1160A Some applications include schools, hospitals, factories, restaurant/retail, houses of worship, fitness facilities, A/V boardrooms, prisons, and small offices. Typical uses are paging, background music, security and evacuation instructions.	\$489.27	\$489.27
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The amplifiers vary in their number of inputs, number of outputs, and power range:

180A has 1 input and one 80W power amplifier for single-zone systems.
280A has 2 inputs and dual 80W power amplifiers for two-zone systems.
1160A has 1 input and one 160W power amplifier for single-zone systems.

Features

- 180A, 280A and 1160A have 1 or 2 inputs, 1 or 2 amplifier output channels.
- Ideal for commercial and industrial use
- Balanced Phoenix-type line inputs; touch-proofed screw-terminal speaker outputs
- Advanced protection system includes output current limiting, DC protection, circuit breaker/fuse, and thermal protection
- Three-Year, No-Fault, Fully Transferable Warranty completely protects your investment and guarantees its specifications



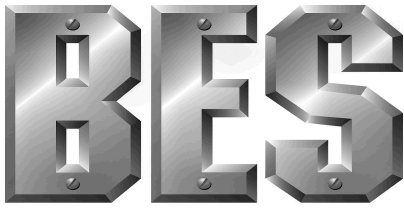
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Spectrum	55244TWMOD	1	Doctorate Interactive Lectern w/o Cut Out Twin Whl Modification: Cut Out for Kramer RC63DL Cut out for Cove Power 99043 STD Color: ID	\$5,897.97	\$5,897.97
Spectrum	95509	1	FPM Monitor Arm Heavy Monitor 1231 lbs Black	\$348.68	\$348.68
Spectrum	99043B	1	Cove Power Module w/USB ChargingMount Plate (2 AC & 2 USB) Black	\$261.84	\$261.84
Spectrum	55142	1	Replacement Ket Set (In Addition to Original Set)	\$9.62	\$9.62
Spectrum	95520	1	Econo Key Board Tray	\$129.76	\$129.76
Middle Atlantic	U2V	2	2 Space Vented Rack Shelf	\$62.06	\$124.12
Middle Atlantic	UD3	1	3 Space Utility Drawer	\$129.67	\$129.67



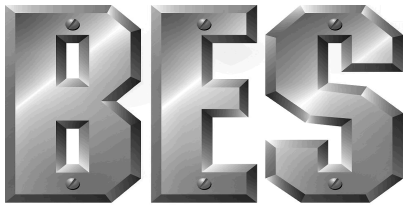
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Middle Atlantic	PD815 R-PL	1	Multi Outlet POWER CENTER W/PILOT LT	\$104.94	\$104.94
Draper	136174	2	Part number: 136174 Surface material: Matt White XT1000E Image Format: 16:10 Diagonal size: 94" Image/Viewable area: 50" x 80" Image/Viewable area 2: Overall size: 62" x 83 1/2" Standard 12" black drop: Case length: 91.125 Height range: Closed dimensions: Product weight: 32 pounds Shipping weight: 40 pounds	\$768.00	\$1,536.00
Optoma	W501	2	The Optoma W501 was designed to deliver unsurpassed performance and reliability to meet your installation needs. Its powerful 5000 lumens output and impressive 15,000:1 contrast ratio deliver remarkably bright presentations with sharp text and color-rich graphics. WXGA, 5000 ANSI Lumens, 15,000:1 Contrast, RJ-45, dual VGA, HDMI, DVI-D, 30W Audio, PureShift Vertical Lens Shift, 10 lbs, 3 year warranty, 1 year lamp warranty, Express Replacement To ensure it will perform to your current and future needs, the W501 features a comprehensive I/O panel and the most advanced feature sets in its class. Outstanding features on this remarkable product include HDMI and DVI for digital connectivity, over-the-network presentation capability, wireless presentation capability via optional USB dongle, vertical lens shift and discrete audio inputs including microphone input for maximum installation convenience.	\$1,389.02	\$2,778.04
Peerless	PRGS-UNV	2	PRGS Projector Mount For Projectors up to 50lb (22kg) The PRGS Projector Mount simplifies the way image alignment is done. The precision gear design allows exact pitch and roll image positioning by either simply turning two adjustment knobs with a Phillips screw driver, or using the tool-less option by extending the knobs to adjust by hand. Just set the precision gear to the desired position to secure it in place. It will hold its position even during projector maintenance. With Peerless-AV® PRGS Projector Mount, just set it and forget it. No more adjustment screws. No more micro adjustments. No more hassles.	\$149.50	\$299.00
	MISC	1	Cat 5 Cable, Control Cable, Audio Cable & Connectors	\$750.00	\$750.00



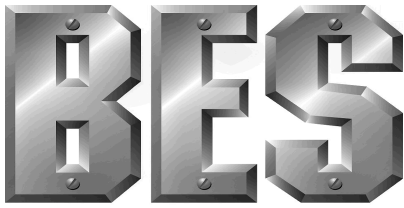
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Date	Quote #
01/12/15	BESQ41756

Comprehensive	CE-HD330RS	2	The Comprehensive CE-HD330RS HDMI with RS-232 HDBaseT extender over Single CAT5e/CAT6 transmitter and receiver set can send uncompressed audio/video over a single run of CAT5e/6 cable up to 100m/330ft and has the added benefit of control through the built-in RS-232 and IR ports. Applications include: household entertainment sharing and control, lecture room display and control, showroom display and control, meeting room presentation and control, and classroom display and control. Unit comes with a 2 year warranty.	\$476.65	\$953.30
Comprehensive	CDA-HD100	1	The CDA-HD100 is an excellent low cost solution for simple 1x2 HDMI splitting. The CDA-HD100 1x2 HDMI Distribution Amplifier Splitter distributes the HDMI input into two identical outputs. The synchronized outputs also have the ability of buffering and amplifying. Each unit's output can achieve long distance transmission of the HDMI signal up to 15 meters (subject to source signal, cabling and other variables). Always use Comprehensive brand premium cables to ensure maximum performance!	\$44.00	\$44.00
	PERFORMANCE	1	Required Performances Bond	\$1,200.00	\$1,200.00
Bes/uninstall	UNINSTALL/REM	1	Removal of Old Audio Equipment, Mics & Cables	\$2,307.69	\$2,307.69
Bes/install	INSTALLATION	2	Installation, Test & Adjust of New Audio Equipment, Mics & Cable	\$2,923.08	\$5,846.16
Bes/sub-elec	ELECTRICAL	1	Licensed & Insured Electrician to Disconnect & Reconnect Power, Circuits and Controls in Podium	\$3,250.00	\$3,250.00



11512 Lake Mead Ave Suite 406
Jacksonville, FL 32256
Office: 888.527.6288 Fax: 888.201.7631
WWW.BESSALES.COM

QUOTE

Date	Quote #
01/12/15	BESQ41756

THE PREFERRED SOURCE

I accept the terms and conditions of this order listed below:

Signed: _____

Name: _____ Title: _____

Payment: Net 30____, PrePay - Check # _____

SubTotal \$36,113.45

Sales Tax \$0.00

Shipping \$0.00

Total \$36,113.45

MC/VISA: Please Complete Attached "Credit Card Authorization Form"

Notice: By signing this, it becomes a sales agreement, & buyer acknowledges that buyer has read the terms and conditions listed here and agrees to be legally bound by said terms and conditions which are a part of this agreement. * Buyer also agrees to pay, interest charges (highest allowable by law), on all past due invoices. Any invoices more than 60 days overdue are subject to being turned over to a collection agency for collection, and subject to litigation. Buyer agrees to pay all court costs and attorney's fees if suit/collection becomes necessary. Seller shall not under any circumstances be liable to or through buyer for special or consequential damages including, but not limited to, damage or loss of other property or equipment, loss of profits or revenue, cost of capital, cost of purchase or replacement goods, or claims of other parties to whom the buyer may be liable. Buyers remedies as set forth herein are exclusive, and seller's liability with respect to performance or breach of any contract, or from the manufacturer's sale, delivery, resale, installation or use of any goods covered by or furnished under this agreement, whether arising out of contract, negligence, strict tort, any warranty or otherwise, shall not exceed the price of the goods upon which liability is based, except as expressly provided herein. Note: Any order canceled or rescheduled 10 days before requested ship date is subject to a 25% restocking charge. Intending to be legally bound hereby, the parties have executed this agreement on ____/____/____. If line of credit is granted, you hereby authorize BES to file UCC liens with appropriate State/County.

PORT ORANGE STATUS OF PROJECTS
as of December, 2014
PREPARED BY: QUENTIN L. HAMPTON ASSOCIATES, INC.

Public Utilities Projects

Project	Contacts	Construction Cost	Construction Schedule
Reservoir Outfall PO241	City Project Manager/Alt: Fred Griffith, P.E. QLH Project Manager/Alt: Brad Blais, P.E./Kevin Lee, P.E. Contractor: TBD Inspection By: TBD	Contract Amount As Bid (\$): TBD Change Orders to Date (\$): - Billed to Date (\$): - Dollars Expended (%) -	Notice to Proceed (date): TBD Change Orders to Date (days): - Final Completion (date): - Time Expended (%) -
Status			
A consent order issued by the FDEP requires completion by March 2016. It must be under construction by March 2015. Plans and specifications are complete. This project was advertised for bid in December 2014 and bids will be opened January 29, 2015.			

Project	Contacts	Construction Cost	Construction Schedule
Wilbur-By-The-Sea South Atlantic Ave Watermain Imp and Ridgewood Ave WM Crossings PO267.1/PO272	City Project Manager/Alt: Fred Griffith, P.E. QLH Project Manager/Alt: Andrew Giannini, P.E. Contractor: Masci Inspection By: DMC	Contract Amount As Bid (\$): \$380,017.50 Change Orders to Date (\$): 104,467.00 Billed to Date (\$): 307,059.77 Dollars Expended (%) 63%	Notice to Proceed (date): 6/2/2014 Change Orders to Date (days): 30 Final Completion (date): 9/30/2014 Time Expended (%) 188%
Status			
The project includes watermain adjustments on S. Atlantic Ave in advance of a County sidewalk project and water main crossings of Ridgewood Ave. Masci has completed the Ridgewood Ave. work. The S. Atlantic portion was deleted from the project due to final design from Volusia County on the sidewalk/drainage project. A final pay request and change order is being processed.			



Project	Contacts	Construction Cost	Construction Schedule
Sale & Hauling of Fill Material Lake Phase II PO109	City Project Manager/Alt: Fred Griffith, PE QLH Project Manager/Alt: David King PE/Brad Blais Contractor: Halifax Paving Inspection BY: City	Contract Amount As Bid (\$): \$ (1,050,000.00) Change Orders to Date (\$): \$ 350,000.00 Billed to Date (\$): \$ (1,371,831.30) Dollars Expended (%) % N/A	Notice to Proceed (date): 1/2005± Change Orders to Date (days): - Final Completion (date): 12/31/2014 Time Expended (%) 0%
Status			
QLH staff assisted City staff with project review for administration of Halifax's contract.			

PORT ORANGE STATUS OF PROJECTS
as of December, 2014
PREPARED BY: QUENTIN L. HAMPTON ASSOCIATES, INC.

Project	Contacts	Construction Cost	Construction Schedule
White Acres Wastewater Collection and Stormwater Improvements PO276	City Project Manager/Alt: Fred Griffith, P.E.	Contract Amount As Bid (\$): \$ -	Notice to Proceed (date): -
	QLH Project Manager/Alt: Andrew Giannini/Brad Blais, P.E.	Change Orders to Date (\$): \$ -	Change Orders to Date (days): 0
	Contractor:	Billed to Date (\$): \$ -	Final Completion (date): -
	Inspection By: TBD	Dollars Expended (%) 0%	Time Expended (%) 0%

Status

QLH delivered 90% design and specifications on May 16, 2014 and has received comments from the City. Permit applications were sent to FDEP. QLH has finalized plans and specifications and has delivered them to the City and awaits further direction on how to proceed. The City will survey the residents before proceeding. A Design meeting was held October 10th concerning required easement documents (still needed) to construct project. City has requested that QLHA contact surveyor concerning getting required legal descriptions written for easement document signings by residents which will allow for installation of sanitary sewer system. PU staff was instructed by the City Manager to schedule neighborhood meeting with residents to discuss the proposed project and costs to residents who will connect to sanitary sewer service and to request approval of easement documents required. The meeting was held on January 13, 2015. There was positive response from the residents with the exception of a few. Residents requested the City do drainage improvements along with sewer construction. QLH will evaluate drainage and provide conceptual design and estimate. The surveyor is proceeding with easement sketch and legals.

Project	Contacts	Construction Cost	Construction Schedule
Williamson Blvd Regional Lift Station PO277	City Project Manager/Alt: Fred Griffith, P.E.	Contract Amount As Bid (\$): \$ -	Notice to Proceed (date): -
	QLH Project Manager/Alt: Brad Blais, P.E./Kevin Lee, P.E.	Change Orders to Date (\$): \$ -	Change Orders to Date (days): 0
	Contractor:	Billed to Date (\$): \$ -	Final Completion (date): -
	Inspection By: City	Dollars Expended (%) 0%	Time Expended (%) 0%

Status

The Final design report is complete and submitted. The final plans and specifications were submitted to Purchasing. The FDEP permit has been issued. This project is ready to bid. It is anticipated that this project will advertise for bid in January 2015 and receive bids in February 2015.

Project	Contacts	Construction Cost	Construction Schedule
Town West & Williamson Signalization PO280	City Project Manager/Alt: Kenny Ho/Margaret Momberger	Contract Amount As Bid (\$): \$ 609,361.75	Notice to Proceed (date): TBD
	QLH Project Manager/Alt: Andrew Giannini, P.E.	Change Orders to Date (\$): \$ -	Change Orders to Date (days): 0
	Contractor: P&S Paving, Inc.	Billed to Date (\$): \$ -	Final Completion (date): -
	Inspection By: QLH	Dollars Expended (%) 0%	Time Expended (%) 0%

Status

The Bid was awarded to P&S Paving on December 2nd. A pre-construction meeting was held on January 23, 2015. The mast arms and signal controller are long lead items that the signal contractor is already working on. QLH will be inspecting this project for the City.

Public Works Projects

Project	Contacts	Construction Cost	Construction Schedule
Cambridge Canal Phase II - Bank Armoring PO263.1	City Project Manager/Alt: Mike Silvey	Contract Amount As Bid (\$): \$ -	Notice to Proceed (date): -
	QLH Project Manager/Alt: Andrew Giannini, P.E.	Change Orders to Date (\$): -	Change Orders to Date (days): 0
	Contractor: TBD	Billed to Date (\$): -	Final Completion (date): -
	Inspection BY: TBD	Dollars Expended (%) 0%	Time Expended (%) 0%

Status

The Phase II project includes completing the block wall along Trailwood Drive, pump station debris rake and the alternate bid for the wall between Spruce Creek Road and Taylor Road. The project was bid on December 3, 2014. QLH recommended bids be rejected due to cost and re-bid removing debris rake and alternate bid items. The Council approved rejection of bids. Re-bid of project is moving forward. Advertisement is scheduled for 1/23/15 and bid opening is 2/26/15.

Project	Contacts	Construction Cost	Construction Schedule
Stormwater Mapping PO75.3	City Project Manager/Alt: Mike Silvey	Contract Amount As Bid (\$): N/A	Notice to Proceed (date): N/A
	QLH Project Manager/Alt: Brad Blais, P.E.	Change Orders to Date (\$): N/A	Change Orders to Date (days): N/A
	Contractor: N/A	Billed to Date (\$): N/A	Final Completion (date): N/A
	Inspection By: N/A	Dollars Expended (%) %	Time Expended (%) N/A

Status

QLH has completed GIS mapping of the City's stormwater systems. Sections 1, 2, 3, 4, 5, 6, 7 and 8 are complete and submitted for City review. Upon receipt of City comments, this task can be completed.

PORT ORANGE STATUS OF PROJECTS
as of December, 2014
PREPARED BY: QUENTIN L. HAMPTON ASSOCIATES, INC.

Project	Contacts	Construction Cost	Construction Schedule
South Atlantic Avenue / Volusia County JPA PO267	City Project Manager/Alt: Fred Griffith, P.E.	Contract Amount As Bid (\$): N/A	Notice to Proceed (date): N/A
	QLH Project Manager/Alt: Andrew Giannini, P.E.	Change Orders to Date (\$): N/A	Change Orders to Date (days): N/A
	Contractor: N/A	Billed to Date (\$): N/A	Final Completion (date): N/A
	Inspection By: N/A	Dollars Expended (%) N/A	Time Expended (%) N/A
Status			
The JPA Agreement was approved by PO City Council and forwarded to the County for signatures. Design is currently 90%. QLH delivered 100% design plans and specifications on December 19, 2014 to Volusia County to be incorporated with sidewalk plans and specifications. The County will advertise in February 2015. Volusia County plans to bid out project January/February 2015.			
Project	Contacts	Construction Cost	Construction Schedule
Utility Mapping PO75.2	City Project Manager/Alt: Kenny Ho	Contract Amount As Bid (\$): N/A	Notice to Proceed (date): N/A
	QLH Project Manager/Alt: Brad Blais, P.E.	Change Orders to Date (\$): N/A	Change Orders to Date (days): N/A
	Contractor: N/A	Billed to Date (\$): N/A	Final Completion (date): N/A
	Inspection By: N/A	Dollars Expended (%) N/A	Time Expended (%) N/A
Status			
QLH continues to update color utility maps, City utility as-built maps, and converting City's AutoCAD as-built drawings to .pdf format.			



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/03/2015

Consent item: No

SUBJECT: January 20, 2015 - Regular City Council Meeting Minutes

DEPARTMENT: City Clerk

RECOMMENDED MOTION: Move to ratify item #33 - Atlantic Marine Site Improvement Agreement for property at Dunlawton Avenue and Lemon Street, west of FEC Railroad from the January 20, 2015 City Council Meeting Agenda.

SUMMARY:

While preparing the January 20, 2015 City Council Meeting minutes, the motion on item #33 - Atlantic Marine Site Improvement Agreement for property at Dunlawton Avenue and Lemon Street, west of FEC Railroad was unclear. A motion to ratify the item is needed.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	1/20/15 Minutes	REGULAR CITY COUNCIL MEETING MINUTES 1-20-15.pdf
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Fenwick, Robin
Roberts, Margaret

Created/Initiated - 01/29/2015
New -

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
JANUARY 20, 2015

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

Pledge of Allegiance

Silent Invocation

Roll Call:	Present:	Councilman Bob Ford Councilman Donald Burnette Councilman Scott Stiltner Vice Mayor Drew Bastian Mayor Allen Green
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Also Present:	David Harden, Interim City Manager Margaret T. Roberts, City Attorney Robin Fenwick, City Clerk
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David Harden, City Manager, introduced Alan Rosen as the Interim Assistant City Manager. Mr. Rosen provided his educational background. Council welcomed him.

Mayor Green presented Rafael Del Valle with a proclamation for his service to the City of Port Orange.

SPECIAL REPORTS

4. Port Orange/South Daytona Chamber of Commerce Quarterly Report

Debbie Connors, Executive Director, provided an update of Chamber activities. Council Members thanked Ms. Connors for her service and the update.

AGENDA APPROVAL

Mayor Green asked for consensus to move Item #13 and 30 to the front of the agenda. Council agreed. He asked that item #22 be removed from the Consent Agenda.

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

PUBLIC HEARING

5. Second Reading - Ordinance No. 2014-30 - Repealing Audit and Budget Advisory Board

Mayor Green read Ordinance No. 2014-30.

ORDINANCE NO. 2014-30

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

Motion to adopt Ordinance No. 2014-30 on second reading was made by Vice Mayor Bastian, and Seconded by Councilman Burnette. Motion carried unanimously by roll call vote after no public comments.

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

Mayor Green read Ordinance No. 2015-2.

ORDINANCE NO. 2015-2

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

Motion to adopt Ordinance No. 2015-2 on second reading was made by Vice Mayor Bastian, and Seconded by Councilman Burnette.

Mr. Noftall asked if the City is looking to compete with the private businesses. Mayor Green said the modification was requested by several people, including Mr. Noftall, to allow for more flexibility with the restaurant.

Motion carried unanimously by roll call vote.

BOARD APPOINTMENTS, INTERVIEWS, REPORTS

7. Cypress Head Golf Course
 - a) Cypress Head Financial Overview

Tracey Riehm, Interim Finance Director, discussed the financial overview of Cypress Head Golf Course for the past five years.

Councilman Ford asked if the figures have been audited. Ms. Riehm said yes, KemperSports' audited documents for the City's CAFR. Councilman Ford thanked Ms. Riehm for the information.

Councilman Burnette asked for a breakdown on the unpaid rounds. Councilman Ford stated that Kemper is presenting and has that information.

Vice Mayor Bastian asked why there are differences in the payments made. Ms. Riehm said the payments varied based on the amortization.

Councilman Stiltner thanked Ms. Riehm for the information.

- b) Report from Kemper Sports Management regarding October 2014 Evaluations and Financial Reports
 - c) Report from Kemper Sports Management regarding November 2014 Evaluation and Financial Reports
 - d) Report from Kemper Sports Management regarding December 2014 Evaluations and Financial Reports

Mike Collins, General Manager, discussed the golf course's financial reports and condition for the periods of October through December 2014.

Councilman Stiltner asked what percentage is the driving range in the numbers presented. Mr. Collins said the average is approximately \$38,000 - \$50,000 depending on the year. Councilman Stiltner asked for an explanation regarding paid and unpaid rounds. Mr. Collins advised that unpaid rounds include employee rounds and complimentary rounds (including promotions).

Vice Mayor Bastian is concerned with the financials. He asked what the hours are for the driving range. Mr. Collins said it closes at 9:00 p.m. usually but the lights are still broken. Parts have been difficult to find for the old equipment.

Councilman Burnette asked when employees are allowed to play golf unpaid. Mr. Collins said the policy is that employees can play once per week before 12:00 p.m.

Councilman Ford asked when the policy changed. Mr. Collins said November 2014. Councilman Ford wants Council to discuss the use of the kitchen/restaurant.

Mr. Gardner addressed Council regarding the restaurant business.

Dianne Gardner, citizen, expressed concerns regarding inspections of the restaurant. Mr. Collins addressed the concerns. Councilman Ford urged Mr. Harden to discuss inspection violations with Kemper Sports.

Bob White, citizen/ President of the Cypress Head Master HOA, thanked Councilman Ford and Mr. Harden for their support. He loves Cypress Head subdivision but wants to see the renovations completed. He supports Kemper Sports and Council.

Mr. Nofall said the inspection violations Ms. Gardner spoke about are not the only ones reported. He asked who knew about the issues with the government facility. Mr. Harden said it is not a government facility; it is run by a contractor. Mr. Nofall urged Council to get out of the golf business.

8. City Manager Selection Advisory Committee Appointments

Council appointed the following citizens:

Councilman Stiltner nominated Greg Martin and Maria Mills-Benat.
Vice Mayor Bastian nominated Daryl Bofamy and Margie Patchett
Councilman Burnette nominated Stan Schmidt and Ray Donadio
Councilman Ford nominated Dianne Gardner and Mark Schaeffer
Mayor Green nominated Mike Mellon and Sonya Laney

Alternates:

Councilman Stiltner – Newton White
Vice Mayor Bastian – Todd Traster
Councilman Burnette – Bobby Ball
Councilman Ford – Mike Gardner
Mayor Green – Dennis Kennedy

Letters will be sent by the City Clerk to all applicants.

9. Parks & Recreation Advisory Board Appointments

Motion to reappoint Mark Bowling, John Cameron, Michael Collins, Sean Maroney, Aime Bischoff, and Maria Mills-Benat to the Parks & Recreation Advisory Board was made by

Councilman Ford, and Seconded by
Vice Mayor Bastian.

Mayor Green wants Council to utilize the Board better.

Councilman Burnette noted there is another applicant – Chase Tramont. He would love to appoint Mr. Tramont as well as reappoint all six currently on the Board.

Motion carried unanimously by voice
vote.

CITIZEN PARTICIPATION (Agenda)

10. Frankie Raley - Water Bill issue at 101 Palm Castle Drive (continued from
1/6/15).

Frankie Raley discussed her water issue with Council. She requested Council remove the excess charges for water and sewer as she did not use 54,000 gallons of water within one month. There was no leak at the meter or in her home. The meter was replaced and the bill has returned to normal.

Mayor Green said the meter belongs to the mobile home park and not the City. Mr. Harden advised that the sewer charges were removed.

Councilman Ford asked why private meters are being billed by the City. He suggested developing a protocol for handling these issues. Mr. Harden suggested Parkwood Mobile Home paying for the usage and requiring the park go to master meters.

Councilman Burnette agreed with a master meter and doesn't feel he can hold Ms. Raley accountable.

Vice Mayor Bastian asked how old the meter is. Dennis Martin, Parkwood Maintenance Supervisor, replaced the meter. It was an old Sensus meter. Vice Mayor Bastian agreed that Parkwood should pay the bill.

Councilman Stiltner agreed with Councilman Burnette.

Mayor Green agreed with Parkwood being responsible.

Mr. Martin believes Parkwood inherited the meters from the City. Mayor Green disagreed.

Motion to charge Ms. Raley her normal
monthly amount was made by
Councilman Burnette, and Seconded by
Vice Mayor Bastian. Motion carried 4-1

by roll call vote with Mayor Green voting
no.

Mr. Harden suggested waiving the fee if Parkwood agrees to a master meter. Council agreed.

11. Foundation 37 - Tony Tucci and Maria Mills-Benat

Maria Mills-Benat introduced Foundation 37 and provided details of the work they are doing within the community to fill the gap for those families who may not qualify for other assistance. Lauren Pistana thanked the Foundation and the City for their help and support.

12. Family Days Spring Fair Request

Robin Lasky asked Council for permission to have a beer/wine garden on Thursday night of the Spring Fair. She provided details of the plans.

Councilman Burnette asked for an after-action report. All agreed with the request.

Motion to approve the request for a
beer/wine garden was made by
Councilman Burnette, and Seconded by
Vice Mayor Bastian.

Ms. Roberts will bring back an ordinance in February.

Motion carried 4-1 by roll call vote with
Mayor Green voting no.

13. Alan Burton, Soil and Water Conservation District

Alan Burton introduced himself and asked Council to consider a Water Additive Accountability Ordinance, which requires a certification that it is healthy to consume fluoride.

CITIZEN PARTICIPATION (Non-Agenda – 15 minutes)

John Cheney, citizen, addressed Council regarding the letter from Mike Silvey, Interim Public Works Director, relating to the landscaping issues he reported at the January 6, 2015 meeting. He disputes some of the items included.

Jim Schultz, citizen, addressed Council regarding the Tuskegee experiment.

Mr. Noftall addressed Council regarding the berm issue. He doesn't understand what's next to get answers to Mr. Harden's questions. Mayor Green asked when a report will

be ready. Councilman Ford wants to close the issue. Mr. Harden said Finance is working on closing the berm issue but there are also several other tasks going on at once. He said there was a miscommunication that has been cleared up and the issue should be closed soon. He has had two retired Police Chiefs turn him down on investigating the project. Councilman Ford suggested finding a retired detective rather than a Police Chief. Mayor Green asked for a report.

Ms. Gardner complimented the City on the 5k race on Sunday. It was a great race.

Bobby Ball, citizen and CAC TPO Member, provided details of the recent meeting.

James Turner, citizen, expressed his concerns with flooding on Virginia Avenue. He asked Council to stop the development across from him until it can be addressed. He thanked Council for their work, as well as Mr. Harden.

Christa Prevatt, citizen, addressed Council regarding flooding. She also asked for help with the development across from her. Mr. Harden advised that potential projects will be discussed next week.

COUNCIL COMMENTS

14. Comments/Concerns from Council Members

Councilman Ford discussed the flooding issues at Cypress Cove. Mr. Harden advised that the pipe doesn't have a manhole or inlet to put a camera in and see what's happening. Councilman Ford believes it is a City issue and not a private issue. He urged the City to take action as quickly as possible. He asked for the pricing. Mr. Harden said the pipe does belong to the City and Staff is working on the best plan. Councilman Ford understood the landscaping contract to include edging. He is not happy with changes to contracts without Council approval. Mr. Harden advised that edging has begun.

Councilman Burnette agreed that edging needs to be completed. He feels the look is deteriorating. He thanked Staff for providing the flooding PowerPoint already. He asked for agenda items to follow quickly after the workshop. He asked for a discussion item on the next agenda relating to legislative items. He was disappointed with the I-95 project not having sound walls. He asked Mr. Harden to find out why they are not being included in Port Orange.

Vice Mayor Bastian thanked Chief Monahan and the Police Department for being ranked second safest with a population of over 45,000. He thanked all City Staff for their efforts. He asked Council to open the invocation to the church community. Council agreed.

Councilman Stiltner thanked the citizens of Port Orange for the ranking as well. He met with homeowner's association members in District 4 and their concern is beautification.

He asked Mr. Harden for a list of “shovel-ready” water/sewer projects. He advised of a small area that will not have a sidewalk into Skylake Subdivision. He asked if Staff can check it out to bridge the gaps. Mr. Harden said it needs to be budgeted.

Mayor Green asked Council to budget engineering so that projects are shovel-ready. He would like a formal thank you to the Police Department.

CONSENT AGENDA

15. Approval of Minutes
 - a. January 6, 2015 - Regular City Council Meeting
16. Building Activity Report and Development Activity Report for December, 2014
17. Update on Construction Projects from QLH
18. Resolution No. 15-8 - Granting an underground electric utility easement to FDOT for Interstate 4
19. Resolution No. 15-9 - Proposed Drainage Easement Vacation – Dunlawton-Yorktowne Commercial Condominium
20. Sole Source purchase of Solar-Bee mixers for Recharge Reservoir Lakes A & B
21. Upgrade of telemetry software and conversion to electronic meter reading within the Garnsey Water Plant
22. Bid Award for Sale of Dirt
23. Employee Temporary and Leasing Services Contracts
24. 1st Amendment to Waters Edge Phase XII Subdivision Improvement Agreement for property located north of Pioneer Trail, west of Waters Edge Phase VIII, east of Airport Road.

Motion to approve items #15-21 and 23-24 of the Consent Agenda was made by Vice Mayor Bastian, and Seconded by Councilman Burnette. Motion carried unanimously by roll call vote.

Item #22 – Mr. Harden advised that Staff is recommending rejecting all bids and rebidding the project. Mr. Gardner agreed with the rejection.

Motion to approve rejection of all bids was made by Vice Mayor Bastian, and Seconded by Councilman Ford. Motion carried unanimously by voice vote.

TABLED ITEMS

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

Mayor Green read Resolution No. 14-82.

RESOLUTION NO. 14-82

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

Motion to remove Resolution No. 14-82 from table was made by Vice Mayor Bastian, and Seconded by Councilman Burnette. Motion carried unanimously by roll call vote.

Vice Mayor Bastian supported the increase as there has been no increase for several years. He doesn't want to see a larger increase later.

Councilman Burnette understands the need for an increase to pay for repair and replacement of infrastructure.

Councilman Ford hoped for greater simplification. He believes the increase will hurt young families. He is also concerned with equitability between business and residential rates. He'd like to see examples of increases to different households.

Mayor Green suggested incentive programs.

Councilman Ford believes Port Orange's system is the best around but he understands it needs some repairs.

Vice Mayor Bastian asked if the energy fee will be removed. Mr. Harden said yes.

Phil Klema, citizen, asked if the Ordinance affects the ordinance that allows the City Manager to set aside the rates for reclaimed water when the City is discharging into the Halifax River. Ms. Roberts advised that is by separate ordinance. This does not affect that ordinance.

Mr. Noftall asked if the City is going to remove the reclaimed water meters. Mayor Green said that hasn't been determined yet. Mr. Noftall asked why the water rates haven't been looked at. Mr. Harden advised that the water rates have been looked at and are included in this ordinance. The total amount of revenue will remain the same although some households will see an increase while others will see a decrease. Mr. Noftall asked if the cost analysis will be provided soon. Mayor Green said it is being worked on.

Tom Menocal, citizen, asked if water revenues are paid to fund Cypress Head. Councilman Ford said Cypress Head was paid for out of the Public Utilities funds because it retains water.

Newton White, citizen, is concerned that there is not a clear picture of how much water is being used.

Motion to approve Resolution No. 14-82
was made by Vice Mayor Bastian, and
Seconded by Councilman Burnette.
Motion carried 4-1 by roll call vote with
Councilman Ford voting no.

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

This item remained on the table.

REGULAR AGENDA

27. Police Motorcycles Lease or Purchase

Mike Silvey, Interim Public Works Director, provided details of the police motorcycle lease vs. purchase options. Mayor Green asked Sgt. Tom Aiken which motorcycle he would recommend. Sgt. Aiken would like to try the Victory motorcycles.

Vice Mayor Bastian is impressed with the Victory motorcycles. He likes that the maintenance is included with the Victory motorcycles. Victory offers a five year warranty vs. a two year warranty with Harley Davidson.

Motion to approve the Victory purchase
to include the maintenance package
was made by Vice Mayor Bastian, and
Seconded by Councilman Burnette.

Councilman Ford likes the history the Police Department has had with Harley Davidson and the resale value of them is great.

Councilman Burnette said the resale value of the Victory is about the same as the Harley's.

Vice Mayor Bastian explained what he has learned about the safety of the Victory bikes.

Councilman Stiltner agreed with Councilman Bastian's position.

Motion carried unanimously by roll call vote.

28. Halifax Paving Request for Contract Extension

Ms. Roberts provided modifications to the extension agreement. Copies of the Bond documents have been attached. She asked for approval contingent upon full payment confirmation. The agreement is stipulated on the payment being received for the ticket taker's time.

Tad Durrance, Halifax Paving, advised that he will check into the payment confirmation of the ticket taker. He explained his understanding of the previous agreement with the City. He disagrees with the interpretation of the City Attorney. He asked Council to extend the agreement until September 30, 2015.

Mayor Green advised that he spoke with Mr. Durrance for general information. Mayor Green asked Fred Griffith, City Engineer, what is the effect on the completion of the lake. Mr. Griffith would like to see the lake finished so it will work properly. They want it to be in working order by the end of the calendar year. Staff is good with Halifax Paving finishing the lake by September 30, 2015 but it leaves no room if it falls through. He suggested a progression plan with inspections.

Councilman Ford is concerned with the lake not being done already. He asked how the amount of dirt was determined. Mr. Griffith said the lake will be completed to an elevation of 30; the amount of dirt is irrelevant. Councilman Ford asked what happens if the lake doesn't get completed. Mr. Griffith said the permit expires at the end of the calendar year. The lake needs to be finished so there is no need to extend the permit, which costs additional money. He is confident that the lake will get done. Mr. Harden asked how the Consent Order is affected by this extension. Pat Marsh, Interim Public Utilities Director, explained how the project will work. The Consent Order provides deadlines and the City will be in default if it is not completed.

Councilman Burnette asked for more information in the monthly report. Mr. Durrance suggested a surveyor measure the lake to show the percentage of completion of the project rather than the number of cubic yards.

Ms. Roberts confirmed the aspects of the contract, which will include payment of the ticket taker time, providing a bond, and providing a progress schedule that will result in pulling the bond if the schedule is not followed.

Mr. Durrance asked if the agreement needs to come back to Council. Ms. Roberts advised Council that they can approve the agreement subject to the items mentioned above. She said there is a dispute on what the current bond covers.

Mr. Gardner is concerned with the length of time this project is taking. He urged Council to not let any more delays occur. He doesn't believe Council has a good understanding of the project and where it's at.

Mr. Noftall agreed with Mr. Gardner's comments. He suggested digging the lake and holding the dirt for Halifax Paving to sell the dirt within nine months.

Mr. Durrance advised that he has a contract with another contractor to remove the dirt. He understands that selling the dirt is secondary to the citizens' concerns.

Motion for the City Attorney to prepare a revised agreement for extension until September 30, 2015 and to include payment for the ticket taker, provide the bond, and provide progress levels with the right to pull the bond if the levels are not met, and provide as-builts once a month was made by Vice Mayor Bastian, and Seconded by Councilman Burnette.

Mayor Green asked for a Special Meeting prior to the workshop to review the final agreement.

Motion carried unanimously by roll call vote.

29. Monthly Financial Report

Ms. Riehm provided details from the monthly financial report.

Council appreciated the new format and thanked Tracey for the changes.

Mr. Noftall asked when a full accounting will occur for the golf course funds. Ms. Riehm advised that the golf funds are audited with the City's funds every year. Mr. Noftall doesn't agree with an audit being done only once a year. He doesn't accept the fact that Staff doesn't report on September activity. He believes citizens are entitled to a report every month. Ms. Riehm advised that the numbers discussed in her presentation regarding the golf course overview included all golf funds.

30. Presentation of Compensation and Classification Study by Cody & Associates, Inc. (RFP #14-21)

Donna Steinebach, Administrative Services Director, introduced Nick Pellagrino of Cody & Associates, Inc.

Mr. Pellagrino discussed the findings of the study. Almost all positions need adjustments. One third of the positions' pay ranges are 10% below market. Implementation will be the hardest part and Council will need to decide how to implement the recommendations provided. They are available to help Council regarding implementation.

Mayor Green thanked Mr. Pellagrino for his presentation. He believes the implementation needs to be done through the budget cycle.

Councilman Ford asked if exempt/non-exempt status review has been completed. Ms. Steinebach said Staff has received outside legal counsel's opinion and is working with the City Attorney. Councilman Ford thanked Mr. Pellagrino for the study and is happy with the results. He agreed with the Mayor to discuss this during the budget plan.

Councilman Burnette agreed with implementing a plan during the budget cycle. He is concerned about the employees that are within five years of employment. He asked why they concentrated on the pay and not so much the benefits. Mr. Pellagrino said it was all looked at but most employees are looking at what is in their paycheck. They will leave based on that but Cody and Associates did compare the total compensation. He said Port Orange is competitive on benefits.

Vice Mayor Bastian thanked Mr. Pellagrino for the information and agreed with making a plan that is fair for all and avoids turnover.

Councilman Stiltner believes there is a competitive problem with pay in Port Orange. He finds Port Orange to be above average and wants to pay to keep good employees.

Ted Nofall, citizen, addressed Council regarding the previous misunderstanding of payroll. He asked for the status of biometric time clocks, as well as transferring several employees from exempt to non-exempt. Mayor Green said it needs to be discussed during the budget meetings.

Mike Gardner, citizen, believes privatizing functions is cheaper.

31. FDOT Landscape Discretionary Grant Applications

Mr. Harden explained the details of the item.

Motion to approve was made by Vice Mayor Bastian, and Seconded by Councilman Burnette.

Mr. Nofall asked why Port Orange hasn't received any grants in recent years for landscaping. He believes it's because of the way the City operates. He asked Council to make changes to the operations.

Motion carried unanimously by voice vote.

32. Resolution No. 15-10 - Budget Resolution for Florida Housing Finance Corporation

Mayor Green read Resolution No. 15-10.

RESOLUTION NO. 15 - 10

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROPRIATING OPERATING FUNDS FOR THE FLORIDA HOUSING FINANCE CORPORATION (FHFC) FEE DEFERRAL APPLICATION FOR THE FHFC FY2015 APPLICATION PERIOD; SETTING FORTH REVENUES AND EXPENDITURES; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Resolution No. 15-10 was made by Vice Mayor Bastian, and Seconded by Councilman Burnette. Motion carried 3-2 by roll call vote after no public comments with Mayor Green and Councilman Ford voting no.

33. Atlantic Marine Site Improvement Agreement for property at Dunlawton Ave and Lemon St, west of FEC Railroad

Tim Burman, Planner, explained that the agreement is for the changes shown on the site plan that is currently under review. It guarantees a bond for completion of the project.

Motion for approval (unclear*). Motion carried unanimously by roll call vote after no public comments.

*Clarification and ratification was done at the City Council Meeting on February 3, 2015.

34. Pumpkin Festival Agreement

Scott Chesley presented his argument for fee waiver and sponsorship with the City.

Mayor Green asked Council how much they are willing to contribute to the event.

Mr. Harden advised that there are fees estimated at \$10,000 for rental charges that are not out of pocket and approximately \$19,000 in overtime costs that will be out of pocket. Vice Mayor Bastian would agree to co-sponsoring up to \$20,000.

Councilman Stiltner likes the concept of the event and he wants to ensure there is no fee to park or enter. He agreed with the \$20,000 waiver.

Councilman Burnette supports the event as well. He'd like to discuss the process for future partnering.

Councilman Ford agreed with co-sponsoring the event.

Mayor Green asked for the incorporation documents of the company. Mr. Chesley advised that he is incorporated and will provide the documents, if needed.

Mr. Harden suggested wording the agreement to waive rental and permit fees and require the promoter to pay half of the actual overtime costs not to exceed \$9,500.

Motion to extend the meeting time passed 11:00 p.m. was made by Councilman Burnette, and Seconded by Vice Mayor Bastian. Motion carried unanimously by voice vote.

Motion to approve waiving the rental and permit fees and to require the promoter to pay half of the actual overtime costs not to exceed \$9,500 was made by Vice Mayor Bastian, and Seconded by Councilman Burnette. Motion carried 4-1 by roll call vote with Mayor Green voting no.

COMMENTS

35. City Attorney Comments

Ms. Roberts advised that she is waiting on "subject to" language before signatures will be obtained relating item #18 and 23.

36. Interim City Manager Comments

Mr. Harden advised Council that the uniform shirts and t-shirts were not bid last year and \$98,000 more was spent. Coming in February is an agreement with Granger that will prevent trips to Lowes, Home Depot, Walmart, etc. which Staff believes will save the City over \$100,000. Mr. Harden said the after-hours central number for citizens can be provided by the treatment plant. The number needs to be better advertised. Central Dispatch also has all contact numbers for reaching City Staff as needed. Mayor Green asked that he provide the cost for a private company to handle after-hours calls.

COUNCIL COMMITTEE REPORTS

37. City Council Committee Reports

- a) City Investment Report – There was no meeting held.
- b) Transportation Planning Organization (TPO) – Bobby Ball reported earlier in this meeting.
- c) Library Advisory – Vice Mayor Bastian reported on the activities at the library.
- d) Municipal Firefighter's Pension Board – There was no meeting held.
- e) Municipal Police Officer's Pension Board – There was no meeting held.
- f) General Employee's Pension Board – There was no meeting held.
- g) YMCA – There was no meeting held. Mayor Green asked Councilman Stiltner to report on the effects of LA Fitness opening.
- h) Volusia League of Cities – No report given.
- i) ArtHaus – Councilman Burnette reported Fun and Funky prep going on. They need a person to honor.
- j) Port Orange/South Daytona Chamber of Commerce – Debbie Connors reported already.
- k) Golf Course Board of Directors – Reports provided by Kemper Sports.
- l) Communications Interlocal Agency (CIA) – Nothing to report.
- m) Roundtable – Mayor Green asked that the Roundtable be added to the report list, which replaces VCOG.

ADJOURNMENT: 11:06 p.m.

Mayor Allen Green

Attest:

Robin Fenwick, CMC
City Clerk



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/03/2015

Consent item: No

SUBJECT: Emergency Ordinance No. 2015-4 - Extension for Non- Exclusive Roll Off Franchise Agreements

DEPARTMENT: Public Works

RECOMMENDED MOTION: Motion to approve Emergency Ordinance No. 2015-4

SUMMARY: An Ordinance of the City of Port Orange, Volusia County, Florida extending the term for Non-Exclusive Franchise for Roll-Off Container collection and Disposal of Waste in the City of Port Orange as adopted in accordance with Ordinance 2013-18 and extending the related agreements to March 31, 2015 for the following entities: Waste Pro of Florida, Inc., Samsula Waste, Inc., Southeast Container Service, Inc. and F.S.I. Roll Off Container Service; providing for waiver of second reading; providing for conflicting ordinances; providing for severability; and providing an effective date.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Ordinance No. 2015-4	Ordinance 2015-4.doc
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Fenwick, Robin
Silvey, Mike
Roberts, Margaret
Harden, David

Created/Initiated - 01/22/2015
Approved - 01/27/2015
Approved - 01/28/2015
Final Approval - 01/28/2015

ORDINANCE NO. 2015-4

AN EMERGENCY ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, EXTENDING THE TERM FOR THE NON-EXCLUSIVE FRANCHISES FOR ROLL-OFF CONTAINER COLLECTION AND DISPOSAL OF WASTE IN THE CITY OF PORT ORANGE AS ADOPTED IN ACCORDANCE WITH ORDINANCE NO. 2013-18 AND EXTENDING THE RELATED AGREEMENTS TO MARCH 31, 2015 FOR THE FOLLOWING ENTITIES: WASTE PRO OF FLORIDA, INC., SOUTHEAST CONTAINER SERVICE, INC., SAMSULA WASTE, INC., AND F.S.I. ROLL OFF CONTAINER SERVICE; PROVIDING FOR WAIVER OF SECOND READING; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, each year the City Council considers non-exclusive franchise agreements with one or more vendors who provide roll-off container services within the City of Port Orange; and

WHEREAS, the non-exclusive franchise agreements for roll-off container services were extended by Ordinance 2014-8 pursuant to the request of the City Manager; and

WHEREAS, the city council extended the non-exclusive franchise agreements to January 31, 2015 in order to provide for an update and revisions to the ordinance; and

WHEREAS, an additional extension of time is needed to complete the revised ordinance; and

WHEREAS, the City Council has adopted this Ordinance by a two-thirds majority vote; and

WHEREAS, the City Council has determined that another extension is in the best interests of the citizens of the City of Port Orange.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, FLORIDA, as follows:

Section 1. The City Council of the City of Port Orange hereby approves an extension of Ordinance No. 2013-18, as previously amended, and the related

agreements until March 31, 2015 for the following vendors: Waste Pro of Florida, Inc., Southeast Container Service, Inc., Samsula Waste, Inc. and F.S.I. Roll Off Container Service, subject to each vendor delivering to the Purchasing Manager a written acknowledgment and the required insurance certificate, on or before February 6, 2015.

Section 2. The City Council hereby waives the second reading and adopts this Ordinance in accordance with emergency procedures.

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

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

Section 5. This ordinance shall become effective on an emergency basis on February 3, 2015.

MAYOR ALLEN GREEN

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed and adopted on emergency first reading on the _____ day of _____, 2015.

Reviewed and Approved: _____
City Attorney



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/03/2015

Consent item: No

SUBJECT: Discussion regarding Legislative Priorities

DEPARTMENT: City Clerk

RECOMMENDED MOTION:

SUMMARY: The Council has engaged the services of Pittman Law Group for Sean Pittman to lobby the legislature during the upcoming legislative session on behalf of the City of Port Orange. We need to provide direction to Mr. Pittman as to what issues we want him to lobby for us. Issues which have been identified are:

1. Oppose any legislation which would increase required minimum benefits for Chapter 175/185 (Police and Fire) Pensions. Support legislation which would give cities increased flexibility in the use of insurance premium tax money to fund Chapter 175/185 pension plans.
2. Ensure that if the Communications Services Tax is reduced, that the cities portion of that tax is not reduced, or that cities do not loose any revenue in the future as a result of the change.
3. Support full funding of the Florida Recreation Development Assistance Program, as the City will be applying for grant assistance from that program for park development projects.

Council is requested to identify any other issues to which our lobbyist should give attention. While the City has many drainage needs, we do not have any projects which are far enough along in the design process to seek funding from the legislature this session.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

Fenwick, Robin
Harden, David

Created/Initiated - 01/21/2015
Final Approval - 01/28/2015



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/03/2015

Consent item: No

SUBJECT: Offer to Purchase 15 acres at Williamson Business Park

DEPARTMENT: City Manager

RECOMMENDED MOTION: Move to waive formal bidding requirements and authorize preparation of a written contract consistent with the offer from Thompson Pump for purchase from the City of 15+/- acres at Williamson Boulevard and Hockney Lane.

SUMMARY: We have received an offer from Thompson Pump for purchase of the approximately 15 acre parcel the City owns at Williamson Boulevard and Hockney Lane. An aerial view of the site is attached. The terms of this offer are as follows:

- Purchase price will be the most recent appraised value of approximately \$1,000,000
- A deposit equal to 20% of the purchase price will be paid upon the City's acceptance of this offer. The balance to be paid upon closing.
- Closing will take place following approval of a comprehensive site plan by the City.
- Subject to receipt of all necessary permits, construction of the first building on the site will begin no later than 24 months after closing.

Acceptance of this offer will provide the opportunity for one of the City's major businesses to expand while remaining within the City. It may also provide an opportunity at some time in the future for some of the current Thompson Pump property to be converted to other uses. If this offer is acceptable to City Council, then contract documents will be prepared and brought back to Council for your approval at a later date.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Williamson 15 Acres	Williamson 15 Acres.pdf
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Fenwick, Robin
Harden, David
Roberts, Margaret
Harden, David

Created/Initiated - 01/21/2015
Approved - 01/23/2015
Approved - 01/28/2015
Final Approval - 01/28/2015



Subject
Property



Google Earth

29°06'58.80" N 81°02'37.40" W elev 27 ft

Eye alt 3759 ft

Imagery Date: 1/15/2014 1995